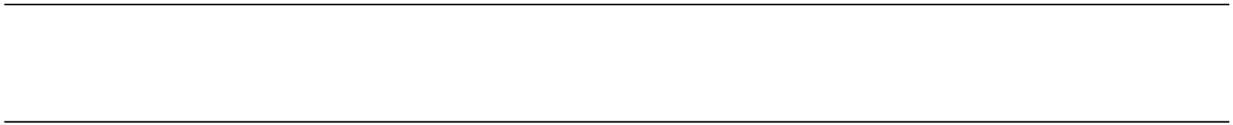


ATHLETICS AUSTRALIA LIMITED
ACN 006 447 294

CONSTITUTION



1. The name of the Company is Athletics Australia Limited.

INTRODUCTION

2. Definitions and Interpretation

- 2.1. In the Constitution unless the context otherwise requires:

“ASIC” means the Australian Securities and Investments Commission.

“Athletes’ Commission” means a group which may be constituted by either the Board or CEO from time to time to represent athletes and inform the Board or CEO (as the case may be) about their concerns, interests or needs. For the avoidance of doubt, the Board or CEO may designate that the Athletes’ Commission operates under another name.

“Athletes’ Commission Representative” means a Director that has been nominated by the Athletes’ Commission and approved by the Nominations Committee. For the avoidance of doubt, their rights and obligations will be as for any other Director.

“Board” means the Directors in meeting.

“Business Day” means a day that is not a Saturday, Sunday or any other day which is a public holiday in the place where the Company has its registered office.

“President” means the President of the Company elected by the Directors pursuant to clause 47.1.

“Chief Executive Officer” or “CEO” means the person appointed by the Board to the position of Chief Executive Officer of the Company.

“Company” means Athletics Australia Limited.

“Constitution” means the Constitution of the Company in force from time to time.

“Directors” means the persons constituting the Board or any one of them as circumstances require.

“Elected Directors” means a Director elected by the Members at a General Meeting following endorsement by the Nominations Committee.

“Financial Year” means the period 1 July until 30 June in the ensuing year.

“IAAF” means the International Amateur Athletic Federation.

“Law” means the Corporations Law or statutory modification or substitution thereof.

“Member” means a member of the Company, other than Associate Members, Honorary Life Governors and Honorary Life Members.

“Member Association Representative” means a current president / chair of a Member, or an alternative person nominated by the board / committee of a Member from time to time.

“Nominations Committee” the group constituted under clause 28.1.

“Notice in Writing” means notice whether by electronic mail, facsimile, telex, telegram, cable or any other means of written communication.

“Seal” means the common seal of the Company and includes any official seal of the Company.

“Telecommunications Meeting” means the contemporaneous linking together of persons in oral communication by telephone, audio-visual or other instantaneous means approved by the Board

“Year” means calendar year, unless otherwise stated.

2.2. Except so far as the contrary intention appears in this Constitution:

- (1) an expression has in this Constitution the same meaning as in the Law; and
- (2) if an expression is given different meanings for the purposes of different provisions of the Law, the expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Law, the same meaning as in that provision of the Law.

2.3. Headings are for convenience only and do not affect the interpretation of this Constitution.

2.4. Reference to one gender includes each other gender.

2.5. The singular includes the plural and the plural includes the singular.

2.6. The word "person" includes a body corporate.

OBJECTS AND NATURE OF COMPANY

3. Objects

The objects for which the Company is formed are:

- (1) to be the Australian athletics association affiliated with the IAAF, the Australian Olympic Committee, the Australian Paralympic Committee and the Australian Commonwealth Games Association;
- (2) to establish and maintain cordial relations with other sporting bodies;
- (3) to improve the physical, mental and social well-being of the citizens of Australia through the encouragement and promotion of athletics, and the proper regulation of such activities;

- (4) to provide adequate representation of Australia in athletics at the Olympic Games, the Commonwealth Games and other international meetings; and
- (5) to act alone or with individuals or other bodies in the interests of sport and, in particular, athletics;

and to further the above to do all acts and things necessary or appropriate for the management, control, regulation and promotion of the Company and the sport of athletics in Australia.

4. Income and Property of the Company

The income and property of the Company, wherever derived, must be solely applied towards the promotion of the objects of the Company as set out in this Constitution, and no portion of it will be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Company, provided that nothing in this Constitution will prevent:

- (1) the payment by way of grant or subsidy to any Member which is itself a non-profit association or corporation solely for the advancement of the purposes or objects of such Member;
- (2) the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any Member of the Company in return for any services actually rendered to the Company nor for goods supplied in the ordinary and usual way of business; and
- (3) the payment of interest at a rate not exceeding interest at the rate for the time being charged by its bankers for overdrawn accounts on money lent, or reasonable and proper rent for premises demised or let by any Member to the Company.

5. Limitation of Liability and Members Contribution

5.1. The liability of the members of the Company is limited.

5.2. Every Member undertakes to contribute to the property of the Company, in the event of the Company being wound up while they are a Member, or within a year after they cease to be a Member, for payment of debts and liabilities of the Company contracted before they ceased to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding twenty dollars (\$20.00).

6. Surplus on Dissolution

If, upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatever, that property must not be paid to or distributed among the Members unless determined otherwise by a special resolution of Members, but will be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and which prohibit the distribution of its or their income and property among its or their members, such institution or institutions to be determined by the Members at or before the time of dissolution and, if and so far as effect cannot be given to the above provision, then to some charitable object as determined by a Judge of the Supreme Court of Victoria as may have or acquire jurisdiction in the matter.

MEMBERSHIP

7. Membership

7.1. The Members as at the adoption of this Constitution are:

- (1) Athletic Association of South Australia Incorporated;
- (2) Athletics New South Wales Limited;
- (3) Athletics Victoria Incorporated;
- (4) Australian Capital Territory Athletic Association Incorporated;
- (5) Northern Territory Athletic Association Incorporated;
- (6) Queensland Athletic Association Limited;
- (7) The Athletic Association of Tasmania Incorporated;
- (8) Western Australia Athletics Commission (Incorporated).

7.2. Subject to observing the requirements of clause 7.3, the Members listed in clause 7.1 will continue as Members of the Company.

7.3. Applicants for membership to the Company and existing Members must on a continuing basis:

- (1) be bona fide organisations whose major purpose is to conduct activities that relate to participation in the sport of athletics;
- (2) have a membership, the majority of which is made up of either:
 - (a) athletes and athletic officials who are regularly involved in athletic competition and training; or
 - (b) clubs whose membership is made up of athletes and athletic officials who are regularly involved in athletic competition and training.
- (3) demonstrate its involvement in athletic competition through the organisation of or participation or involvement in competitions; and
- (4) demonstrate that its members are provided with training facilities or are involved in the training of athletes.

7.4. Any organisation wishing to be admitted to membership must submit its application for membership and supporting material to the Chief Executive Officer for consideration by the Board. The application, together with any recommendation thereon by the Board, will be referred to the Members for determination at the next annual general meeting.

7.5. Within one calendar month of the conclusion of each Financial Year of the Company, each Member must provide evidence to the satisfaction of the Chief Executive Officer of its continued satisfaction of the criteria described in clause 7.3 and of the number of its members.

7.6. Any applicant for membership aggrieved of a decision by the Members under clause 7.4 may appeal that decision to the Appeals Tribunal created in accordance with the By-Laws. In respect of any such appeal:

- (1) No aggrieved applicant may commence any claim or proceeding in any

court or other tribunal unless and until the applicant has exhausted its rights under this clause.

- (2) If the Appeals Tribunal determines that the Members have not acted appropriately in rejecting the application, the Appeals Tribunal may only refer the application for reconsideration by the Members in general meeting and will provide a statement of reasons as to why it is considered the Members acted inappropriately.
- (3) Upon any reference under paragraph (2), the Members will reconsider the application at the next general meeting convened after the recommendation. Should the Members again reject the application, their decision will be final and binding on the Company and the applicant and the applicant will be prohibited from making any further application for membership of the Company for a period of three years from the date of second rejection.

7.7. The Company in general meeting and on the recommendation of the Board may:

- (1) recognise as Associate Members other bodies whose objectives for the promotion of athletics in Australia are consistent with those of the Company;
- (2) confer Honorary Life Governorship on any natural person who has rendered outstanding service to the sport of athletics in Australia and confer Honorary Life Membership on any natural person who has rendered distinguished service to the sport of athletics in Australia. The suitability of a nominee for Life Governorship or Life Membership must be approved by the Special Awards Committee established by the By-Laws. The Special Awards Committee shall comprise the President (or nominee), the Presidents of two Member Associations (or nominees), two Honorary Life Governors and two nominees of the Board. Nominations for Life Governorship or Life Membership may be made to the Special Awards Committee by the Board or by any Member Association; and
- (3) On 28 April 2008, being the date clause 7.7 (2) was amended, all living Athletics Australia Honorary Life Members shall become Life Governors and all living Athletics Australia Merit Awards holders shall become Honorary Life Members without the necessity of election pursuant to clause 7.8 hereof.

7.8. The election of:

- (1) an Associate Member will be determined by a simple majority of votes cast;
- (2) an Honorary Life Governor will be determined by a three quarters majority of votes cast; and
- (3) an Honorary Life Member will be determined by a three quarters majority of votes cast.

7.9. An Associate Member:

- (1) will be invited to have a representative attend all general meetings of the Company other than extraordinary general meetings convened as Telecommunications Meetings;
- (2) does not have the right to vote at general meetings of the Company; and
- (3) at any general meeting of the Company to which he or she is invited to attend, has the right for its representative to be heard on any subject under discussion.

7.10. An Honorary Life Governor:

- (1) will be invited to attend all general meetings of the Company other than extraordinary general meetings convened as Telecommunications Meetings;
- (2) does not have the right to vote at general meetings of the Company;
- (3) at any general meeting of the Company to which he or she is invited to attend, has the right to be heard on any subject under discussion;
- (4) will be admitted free of charge to all athletic meetings owned or controlled by the Company or any Member; and
- (5) is not required to pay to the Company or any Member any membership fee, subscription or levy in respect of his or her Honorary Life Governorship.

7.11. An Honorary Life Member:

- (1) will be eligible to attend all general meetings of the Company other than extraordinary general meetings convened as Telecommunication Meetings;
- (2) does not have the right to vote at general meetings of the Company;
- (3) at any general meeting of the Company to which he or she is eligible to attend, has the right to be heard on any subject under discussion;
- (4) will be admitted free of charge to all athletics meetings owned or controlled by the Company or any Member; and
- (5) is not required to pay the Company or any Member any membership fee, subscription or levy in respect of his or her Honorary Life Membership.

7.12. The rights of Members are personal and are not transferable or transmissible.

7.13. A Member ceases to be a Member if it:

- (1) ceases to satisfy the requirements described in clause 7.3 as determined by special resolution by the Members in general meeting on the recommendation of the Board;
- (2) resigns by Notice in Writing delivered to the Secretary of the Company;
- (3) is expelled from membership pursuant to clause 39.3; or
- (4) becomes insolvent or enters into liquidation (other than a voluntary liquidation for the purposes of reconstruction, amalgamation or similar reorganisation) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or receiver and manager or trustee or administrator or agent in possession appointed.

NATIONAL PROGRAMS

8. Determination of National Programs.

8.1. The CEO will consult with the Members and Associate Members in order to develop National Programs aimed at enhancing and progressing the sport of athletics in Australia. The National Programs will ensure that each athlete, coach, official and volunteer is treated on their merits regardless of his or her State or Territory with which the person is registered. The By-Laws will describe the National Programs to be delivered by the Company with the funding for such Programs to be agreed between the Company and the Members.

FEES, DUES and LEVIES

9. Determination of Fees and Levies.

- 9.1. The Board will determine any fees and levies for each Financial Year and payable from time to time by Members and Associate Members with any such fees having a direct relationship to the delivery of agreed National Programs. The CEO of the Company will consult with Members in relation to such determinations. Any increase in fees or levies will be notified to the Members by no later than 30 April of the year in which the increase is to take place. Such increase will date from the commencement of the Financial Year commencing immediately after the notification.
- 9.2. Failure to pay any capitation fee or levy by a Member or Associate Member within sixty days of the same being due and payable will automatically suspend all rights in respect of the Company of the Member or Associate Member concerned. The rights of any such Member or Associate Member will be restored on payment of the amount due, together with such further amount determined by the Board by way of fines and interest on the outstanding amount, provided that if such payment of arrears, fines and interest is not made by the date determined by the Board, the Member or Associate Member concerned will cease to have any rights in respect of the Company.

GENERAL MEETINGS

10. Annual General Meeting

- 10.1. The Company must in each year hold its annual general meeting at such time and place as is determined by the Board provided that the date of such meeting is no more than five months after the close of the Financial Year.
- 10.2. The business of each annual general meeting will be to:
- (1) receive and consider the audited accounts of the Company;
 - (2) receive and consider the report of the President on the affairs of the Company;
 - (3) receive and consider the recommendations of the Board;
 - (4) elect the Directors (if applicable);
 - (5) elect the Company's auditor (if applicable);
 - (6) elect Members, Associate Members and Honorary Life Members (if applicable) and Life Governors (if applicable); and
 - (7) transact any other business of which due notice has been given or which, in the opinion of the chairman of the meeting, may be expedient.
- 10.3. Prior to each annual general meeting the President will convene a meeting of him or herself and all Presidents of Members (to be known as "The Presidents' Meeting") for the purpose of discussing the affairs of the Company, its relations with Members and the sport of athletics in Australia.
- 10.4. Motions may only be submitted to a general meeting of the Company by a Member or Director and any motion desired by a Member to be put to a general meeting must be received in writing by the Chief Executive Officer not less than two months prior to the general meeting at which it is desired to consider and vote on the motion.

11. Extraordinary General Meetings

- 11.1. All general meetings other than annual general meetings will be called extraordinary general meetings.
- 11.2. The President may, and the Secretary will at the request of any two Directors, convene an extraordinary general meeting.
- 11.3. An extraordinary general meeting must be convened if requested in writing by Members with at least 50% of the votes that may be cast at an extraordinary general meeting.

12. Notice of General Meetings

- 12.1. In the case of a meeting convened to pass a Special Resolution, 28 clear days' notice and in other cases, except where the Law allows a shorter notice to be given by agreement, at least 21 days' notice (exclusive of the day on which the notice is served or deemed served and of the day for which notice is given) of a general meeting must be given to the Directors, Members, Associate Members and Honorary Life Governors.
- 12.2. Notice of all general meetings must be given to Directors, Members, Associate Members and Honorary Life Governors provided that Associate Members and Honorary Life Governors are not entitled to receive notice of extraordinary general meetings convened as Telecommunications Meetings.
- 12.3. A notice of a general meeting must specify:
 - (1) the place, day, time and general nature of the business of the meeting;
 - (2) if a special resolution is to be proposed at the meeting, then a statement containing the intention to propose the special resolution and the terms of the proposed resolution;
 - (3) where the business of the general meeting will include the election of Directors, the names of the candidates for election to such position; and
 - (4) the right of Members to appoint a Director or other Member as proxy according to clause 22.

13. Accidental Omission to Give Notice

The accidental omission to give notice of any general meeting to or the non-receipt of the notice by any person entitled to receive notice of a general meeting under this Constitution (other than a Member) or the accidental omission to advertise (if necessary) the meeting does not invalidate the proceedings at or any resolution passed at the meeting.

14. Postponement of General Meetings

- 14.1. The Board may postpone the holding of any general meeting whenever they think fit (other than a meeting requisitioned by Members pursuant to the Law) for not more than 21 days after the date for which it was originally called.
- 14.2. Whenever any meeting is postponed (as distinct from being adjourned under clause 16 or clause 18) the same period of notice of the meeting must be given to persons entitled to receive notice of a meeting as if a new meeting were being called for the date to which the original meeting is postponed.

PROCEEDINGS AT GENERAL MEETINGS

15. Quorum

- 15.1. Each Member may be represented at a general meeting by one voting representative and one non-voting representative. At general meetings, other than extraordinary general meetings convened as Telecommunications Meetings each Associate Member may be represented by one non-voting representative and Honorary Life Governors and Honorary Life Members are entitled to attend.
- 15.2. No business may be transacted at any general meeting unless a quorum of Members is present in person or by proxy.
- 15.3. A quorum consists of representatives of fifty percent (50%) of the total number of Members.

16. Absence of Quorum

If a quorum is not present within 30 minutes after the time appointed for the meeting:

- (1) where the meeting was convened upon the requisition of Members the meeting is dissolved; or
- (2) in any other case:
 - (a) the meeting stands adjourned to the day, and at the time and place, which the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place; and
 - (b) if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting is dissolved.

17. Chairperson at General Meetings

- 17.1. Subject to clause 17.2, the President will preside at every general meeting.
- 17.2. Where a general meeting is held and the President is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, a Vice-President will preside, provided that if a Vice-President is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Members present must appoint another Director or if no Director is present or willing to act then the Members present may appoint any one of their number to be chairperson of the meeting.

18. Adjournment of Meetings

- 18.1. The chairperson of the meeting may with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 18.2. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- 18.3. Except as provided by clause 18.2, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING AT GENERAL MEETINGS

19. Voting Rights

- 19.1. Each Member is entitled to one vote on every resolution at a general meeting and whether on a show of hands or a poll.
- 19.2. At any general meeting a resolution put to the vote of the meeting is decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- (1) by the chairperson of the meeting; or
 - (2) by Members with at least 50% of the vote that may be cast at the meeting
- 19.3. Voting on a motion is by simple majority, unless the motion is to vary this Constitution. Any amendment to this Constitution must be passed by a special resolution of the Company in general meeting.
- 19.4. Unless a poll is demanded, a declaration by the chairperson of the meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, signed by the chairperson of that or the next succeeding meeting, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

20. Conduct of Poll

- 20.1. If a poll is duly demanded, it must be taken in such manner and, subject to clause 20.2, either at once or after an interval or adjournment or otherwise as the chairperson of the meeting directs, and the result of the poll is the resolution of the meeting at which the poll was demanded.
- 20.2. A poll demanded on the appointment of a chairperson of a meeting or on a question of adjournment must be taken forthwith without adjournment.
- 20.3. The demand for a poll does not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- 20.4. The demand for a poll may be withdrawn.

21. Casting Vote

In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, in addition to his or her deliberative vote (if any), has a casting vote. The chairperson of the meeting has a discretion both as to use of the casting vote and as to the way in which it is used.

22. Proxies

- 22.1. A Member may appoint a person as its proxy.
- 22.2. An instrument appointing a proxy must be in writing under the hand of the appointor or of the appointor's attorney duly authorised in writing. The instrument of proxy must be in the form determined by the Directors, but the form must:

- (1) enable the Member to specify the manner in which the proxy must vote in respect of a particular transaction; and
- (2) leave a blank for the Member to fill in the name of the person appointed as proxy.

The form may provide that if the Member leaves it blank as to the person appointed as proxy or if the person appointed as proxy fails to attend, the chairperson of the meeting is appointed proxy.

- 22.3. Despite clause 22.2 an instrument appointing a proxy may be in the following form or in a form that is as similar to the following form as the circumstances allow:

Athletics Australia Limited
(ACN 006 447 294)

I, _____ as an authorised representative of _____,
a member of the above named company,
appoint _____ as an authorised representative of _____
or, in their absence, _____ as an authorised representative of _____
as my proxy to vote for me on my behalf at the *annual general/*extraordinary
general meeting of the company to be held on _____ 20_____ and at any
adjournment of that meeting.

† This form is to be used *in favour of/*against the resolution.

Signed on _____ 20_____.

* Strike out whichever is not desired.

† To be inserted if desired.

- 22.4. An instrument appointing a proxy may not be treated as valid unless the instrument, and the power of attorney or other authority (if any) under which the instrument is signed or proof of the power or authority to the satisfaction of the Chief Executive Officer is or are deposited at the registered office of the Company or at any other place specified for that purpose in the notice convening the meeting not less than 24 hours before the time for the holding of the meeting or adjourned meeting as the case may be at which the Member named in the instrument proposes to vote.

- 22.5. For the purpose of clause 22.4 it is sufficient if the proxy is received at the registered office of the Company by facsimile transmission or by similar means of communication in a reasonably legible form. If the proxy is required to be accompanied by other documents then these documents may also be received at the registered office by facsimile transmission.

23. Effect of Proxy Instrument

- 23.1. An instrument appointing a proxy is deemed to confer authority to demand or join in demanding a poll.
- 23.2. If a proxy is only for a single meeting it may be used at any postponement or adjournment of that meeting, unless the proxy states otherwise.
- 23.3. A proxy may be revoked at any time by Notice in Writing signed on behalf of the Member concerned to the Company.

24. Voting Rights of Proxies

- 24.1. An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote on the resolution except as specified in the instrument. If the Member does not specify the manner in which the proxy must vote in respect of any particular transaction, the person appointed as proxy may vote on that particular transaction as he, she or it determines.
- 24.2. A vote given in accordance with the terms of an instrument of proxy or of a power of attorney is valid despite the revocation of the instrument (or of the authority under which the instrument was executed) or of the power if the Company has not received written notification of the revocation at the registered office of the Company before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

RESOLUTIONS OF MEMBERS IN WRITING

25. Resolutions at General Meetings

- 25.1. If all the Members have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a general meeting of the Company held on the day on which the document was signed and at the time at which the document was last signed by a member or, if the members signed the document on different days, on the day on which, and at the time at which, the document was last signed by a member.
- 25.2. For the purposes of clause 25.1, two or more separate documents containing statements in identical terms each of which is signed by 1 or more members are deemed together to constitute one document containing a statement in those terms signed by those members on the respective days on which they signed the separate documents.
- 25.3. A reference in clause 25.1 to all the Members does not include a reference to a Member who, at a general meeting, would not be entitled to vote on the resolution.
- 25.4. A facsimile transmission addressed to or received by the Company and purporting to be signed by a Member for the purpose of this Constitution is deemed to be a document in writing signed by that Member.

26. Telecommunications Meeting of the Company

- 26.1. Save for annual general meetings, the Company may meet by means of a Telecommunications Meeting provided the number of Members participating is not less than a quorum required for a general meeting. All the provisions of this Constitution relating to a general meeting apply to a Telecommunication Meeting of the Company in so far as they are not inconsistent with the provisions of this clause. The following provisions apply to a Telecommunication Meeting of the Company:
- (1) all the Directors and Members for the time being entitled to receive notice of a general meeting are entitled to notice of a Telecommunication Meeting;
 - (2) all the persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
 - (3) notice of the meeting may be given on the telephone or other electronic means;
 - (4) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the

meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting; and

- (5) at the commencement of the meeting each person must announce his or her presence to all the other persons taking part in the meeting.
- 26.2. If the Secretary of the Company is not present at a Telecommunication Meeting of the Company, the CEO must take minutes of the meeting.
- 26.3. A person may not leave a Telecommunication Meeting of the Company by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the chairperson of the meeting.
- 26.4. A person is conclusively presumed to have been present and to have formed part of a quorum at all times during a Telecommunication Meeting unless that person has previously notified the chairperson of the meeting of leaving the meeting.
- 26.5. A minute of the proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chairperson of the meeting.

APPOINTMENT AND REMOVAL OF DIRECTORS

27. Number of Directors

- 27.1. The number of the Directors must not be less than seven nor more than ten, including any Athletes Commission Representative but excluding any Director holding office by virtue of clause 28.7 (ie an Australian member of IAAF Council who would be an additional Director).
- 27.2. Subject to the Law, the Company in general meeting may by resolution increase or reduce the number of Directors.
- 27.3. The Company aims to ensure that no one gender is to constitute less than 40% of the total number of Directors at any one time.

28. Election of Directors

- 28.1. A Nominations Committee will be formed with the principal purpose of ensuring that candidates for positions as Elected Directors possess skills, qualifications and experience to contribute to the Board and the sport. The Nominations Committee will comprise two Directors (appointed by the Board from time to time), two Member Association Representatives and one independent member. The Member Association Representatives will rotate annually amongst the Members on a four-year cycle. The Nominations Committee shall have a charter approved by the Board.
- 28.2. The Nominations Committee will call for nominations for positions as Elected Directors through a Notice in Writing to each Member's president / chair and chief executive officer, and in any other manner it deems appropriate. Whilst the Nominations Committee is entitled to set its own timeline in accordance with its charter, at a minimum this Notice in Writing must have been delivered by 30 June in each year and the nominations period must remain open for 28 days. The accidental omission to give notice to, or the non-receipt of the notice by, any person entitled to receive notice under this clause does not invalidate the process.
- 28.3. The Nominations Committee may endorse nominated candidates, or not, in its discretion. All nominations endorsed by the Nominations Committee will be submitted to a general meeting of the Company for election. Only people endorsed by the Nominations Committee may be put to the members for election as an Elected Director. For the avoidance of the doubt, there is no minimum or

maximum number of candidates the Nominations Committee may endorse in any year.

- 28.4. Election of Elected Directors will be determined by an exhaustive ballot in accordance with the procedure described in the By-Laws from time to time.
- 28.5. Subject to this Constitution and the Law, Elected Directors will hold office for a term of three years. Elected Directors whose term has concluded and that are seeking re-election will require a renewed endorsement from the Nominations Committee.
- 28.6. No Director shall hold office for a continuous period of more than nine years from the time they are first elected or appointed to the Board.
- 28.7. In the event that the Company removes the entire Board pursuant to clause 31 so that there are no non retiring Directors then each Member may nominate up to two persons for election as Directors. Such nominees must be persons independent of any Member selected for their business acumen and experience. In such instance, nominations will close at the expiration of 7 days from the day on which the Board is removed and the ensuing general meeting for the sole purpose of electing Directors will be convened as soon as practicable thereafter.
- 28.8. Subject to this clause remaining a requirement of the IAAF constitution, any Australian citizen and resident that is a member of the IAAF Council from time to time may elect to also be a Director of the Company. If that person so elects, they will be a Director ex officio, without the need for election, and their rights and obligations will be as for any other Director.
- 28.9. Any Person who has been the CEO of the Company shall not be eligible to be appointed as a Director of the Company for a period of three years following that person ceasing to occupy the role of CEO.

29. Casual Vacancy

- 29.1. The Board may at any time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors does not at any time exceed the number fixed in accordance with this Constitution. Any Director so appointed to fill a casual vacancy will hold office for the balance of the term of the Director whom he or she replaces, provided that the appointment is ratified by the Members at the next general meeting. Any Director appointed in addition to the existing Directors will hold office until the conclusion of the third annual general meeting after his or her appointment provided that the appointment is ratified by the Members at the next general meeting.
- 29.2. In the event of a vacancy or vacancies in the office of a Director or offices of Directors so that the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, the Directors may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or convening a general meeting of the Company.

30. Resignation of Director

Any Director may retire from office upon giving Notice in Writing to the Company of his or her intention so to do.

31. Removal of Directors

Subject to the provisions of this Constitution and the Law, the Company may by ordinary resolution remove any Director prior to the expiration of his or her term of office. Any vacancy so caused will be filled by the Board as a casual vacancy.

32. Alternate Directors

Directors are not entitled to appoint an alternate director.

REMUNERATION OF DIRECTORS

33. Payment of Remuneration and Expenses

33.1. The Directors may receive remuneration for their services in such amount and in such manner as is approved by the Board, provided that the Company may in general meeting determine otherwise.

33.2. The Directors will be paid all travelling and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee appointed by the Board or general meetings of the Company or otherwise in connection with the business of the Company.

34. Payment for Extra Services

Any Director who being willing is called upon to perform extra services or to make any special exertions or to undertake any executive or other work for the Company beyond his or her ordinary duties or to go or reside abroad or otherwise away from home for any of the purposes of the Company may, subject to the Law, be remunerated either by a fixed sum or a salary as determined by the Board.

POWERS AND DUTIES OF DIRECTORS

35. General Business Management

35.1. Subject to the Law and to any other provision of this Constitution, the business of the Company is managed by the Directors, who may pay all expenses incurred in promoting and forming the Company, and may exercise all powers of the Company which are not, by the Law or by this Constitution, required to be exercised by the Company in general meeting.

35.2. The Board:

(1) may make, amend and revoke By-Laws and Rules:

(a) for the purpose of giving effect to the objects of the Company, and

(b) subject to clause 39.3, for the discipline of Members, Associate Members, Honorary Life Governors and Honorary Life Members;

and

(2) will make By-Laws providing for an Appeals Tribunal which must be independent of any party appearing before it on the matter subject of the appeal in question.

Any such By-Laws and Rules will be valid and binding on the Members, Associate Members, Honorary Life Governors and Honorary Life Members unless and until revoked by the Board or amended or revoked by the Members in general meeting.

35.3. Where a Member, Associate Member, Honorary Life Governor or Honorary Life Member:

(1) deliberately or recklessly breaches this Constitution or any By Law of the Company;

(2) deliberately or recklessly breaches any agreement with the Company; or

- (3) neglects or knowingly jeopardises the interests of the Company or acts in a way which is unworthy of the Company;

then such Member, Associate Member Honorary Life Governor or Honorary Life Member is:

- (4) subject to clauses 39.4, 39.5 and 39.6, liable to suspension from membership of the Company or such other sanction (including a fine) as the Board in its absolute discretion determines; and
- (5) liable to expulsion from membership of the Company as determined by special resolution of the Members in general meeting.

35.4. Under clause 39.3 the Board may only suspend a Member, Associate Member, Honorary Life Governor or Honorary Life Member for either:

- (1) a period of no more than six months; or
- (2) until the Member, Associate Member Honorary Life Governor or Honorary Life Member rectifies the breach or conduct in question;

provided that if the Member, Associate Member, Honorary Life Governor or Honorary Life Member has not rectified the breach or conduct in question within six months, the Board will refer the issue to the Members in general meeting who may determine by special resolution to extend the period of suspension.

35.5. Any fine imposed on a Member under clause 39.3 (4) will be paid by deduction from monies payable by the Company to that Member.

35.6. Any Member, Associate Member, Honorary Life Governor or Honorary Life Member aggrieved of a decision of the Board under clause 39.3 (4) may appeal to the Appeals Tribunal created in accordance with the By-Laws. Any such appeal:

- (1) must be in writing and received by the CEO within 14 days of the day on which the Member, Associate Member, Honorary Life Governor or Honorary Life Member was advised in writing of the Board's decision;
- (2) operates as a stay on the operation of any sanction imposed by the Board pending the determination of the Appeals Tribunal; and
- (3) must be conducted in accordance with the relevant By-Laws.

35.7. No amendment to the Constitution made or resolution passed by the Company in general meeting can invalidate any prior act of the Directors which would have been valid if that amendment to the Constitution or resolution had not been made or passed.

36. Borrowing Powers

Without limiting the generality of clause 39.1, the Directors may exercise all the powers of the Company to borrow money, to charge any property or business of the Company or to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

37. Negotiable Instruments

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company may be signed, drawn, accepted, endorsed or otherwise executed, as the case may be:

- (1) by any two Directors;
- (2) by any Director and the Secretary of the Company;
- (3) by any Director and the Chief Executive Officer; or
- (4) in such other manner as the Directors determine from time to time.

38. Appointment of Attorney

- 38.1. The Board may appoint any person or persons to be the attorney or attorneys of the Company for the purposes, with the powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Board), for the period and subject to the conditions they think fit.
- 38.2. Any power of attorney may contain those provisions for the protection and convenience of persons dealing with the attorney that the Board thinks fit.

PROCEEDINGS OF DIRECTORS

39. Board Meetings

- 39.1. The Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.
- 39.2. The minutes of any Board meeting must state the method of meeting and the persons present.
- 39.3. There shall be a minimum of five Board meetings in any Financial Year.

40. Convening of Meeting

The President may at any time, and the Secretary of the Company must on the requisition of a Director, convene a Board meeting.

41. Notice of Meeting

- 41.1. Notice of every Board meeting must be given to each Director and alternate director except that it is not necessary to give notice of a Board meeting to any Director who:
 - (1) has been given special leave of absence; or
 - (2) is absent from Australia and has not left a telephone or facsimile number or other address at which he or she may be given notice.
- 41.2. Any notice of a Board meeting may be given orally, including by telephone or by Notice in Writing.

42. Quorum

At a Board meeting, the number of Directors whose presence is necessary to constitute a quorum is fifty percent of the number of Directors. An alternate director is counted in a quorum at a meeting at which the Director who appointed the alternate is not present (so long as the alternate is, under the Law, entitled to vote).

43. President

- 43.1. The President of the Company will be elected by the Directors from amongst their number at their first meeting after the former President ceases to hold office and will hold office for a period of three years, or balance thereof, from the conclusion of the meeting at which he was elected a Director.

- 43.2. The Directors may appoint up to two Vice-Presidents from amongst their number, the senior of whom (based on the length of time in the office of Director), in the absence of the President at a meeting of the Directors, may exercise all the powers and authority of the President.
- 43.3. The President will chair all meetings of the Board, provided that if the President is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, a Vice-President will preside, and provided further that if a Vice-President is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present must appoint one of their number to be chairperson of the meeting.

44. Voting

- 44.1. Subject to this Constitution, questions arising at a Board meeting are decided by a majority of votes of Directors present and voting and any such decision is for all purposes deemed a decision of the Directors.
- 44.2. In case of an equality of votes the chairperson of the meeting, in addition to his or her deliberative vote, has a casting vote. The chairperson of the meeting has a discretion both as to whether or not to use the casting vote and as to the way in which it is used.
- 44.3. A person who is an alternate director is entitled (in addition to his or her own vote if he or she is a director) to one vote on behalf of each Director whom he or she represents as an alternate director at the meeting and who is not present at the meeting.

45. Telecommunications Meeting of the Board

- 45.1. The Board may meet by means of a Telecommunications Meeting provided the number of Directors participating is not less than a quorum required for an ordinary Board meeting. All the provisions of this Constitution relating to a Board meeting apply to a Telecommunication Meeting of the Board in so far as they are not inconsistent with the provisions of this clause. The following provisions apply to a Telecommunication Meeting of the Board:
- (1) all the Directors for the time being entitled to receive notice of a Board meeting (including any alternate director) are entitled to notice of a Telecommunication Meeting;
 - (2) all the Directors participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
 - (3) notice of the meeting may be given on the telephone or other electronic means;
 - (4) each of the Directors taking part in the meeting must be able to hear and be heard by each of the other Directors taking part at the commencement of the meeting and each Director so taking part is deemed for the purposes of this Constitution to be present at the meeting; and
 - (5) at the commencement of the meeting each Director must announce his or her presence to all the other Directors taking part in the meeting.
- 45.2. If the Secretary of the Company is not present at a Telecommunication Meeting of the Board, the CEO must take minutes of the meeting.
- 45.3. A Director may not leave a Telecommunication Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that Director has previously notified the chairperson of the meeting.

45.4. A Director is conclusively presumed to have been present and to have formed part of a quorum at all times during a Telecommunication Meeting unless that Director has previously notified the chairperson of the meeting of leaving the meeting.

45.5. A minute of the proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chairperson of the meeting.

46. Circulated Resolutions

A resolution in writing, signed or assented to by email, facsimile, online portal or other form of visible or other electronic communication by all the Directors will be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed or assented to by one or more of the Directors. The resolution is passed on the date and at the time when the last Director signs or assents and must as soon as practicable be entered in the minutes of the next Board meeting.

47. Committees

47.1. The Board may delegate any of its powers to committees consisting of those persons (whether Directors or otherwise) they think fit and may revoke the delegation.

47.2. Any committee formed under clause 51.1 must in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Board and otherwise the meetings and proceedings of any committee are governed by the provisions in this Constitution regulating the meetings and proceedings of the Board.

48. Validation of Acts of Directors

All acts done at any Board meeting or of a committee appointed by the Directors or by any person acting as a Director are, although it is afterwards discovered that there was some defect in the appointment or continuance in office of any of the persons concerned or that any of them were disqualified or were not entitled to vote, as valid as if each of them had been duly appointed and had duly continued in office and was qualified to be a director and was entitled to vote.

DIRECTORS' INTERESTS

49. Existence of Interest

49.1. A Director may to the extent permitted by the Law:

- (1) hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with the office of Director;
- (2) enter into contracts or arrangements or have dealings with the Company either as vendor, purchaser mortgagee or otherwise; or
- (3) be interested in any contract, operation, undertaking or business entered into undertaken or assisted by the Company or in which the Company is or may be interested.

49.2. The Director is not because of entering into any relationship or transaction referred to in clause 55.1:

- (1) disqualified from the office of Director; or

- (2) liable to account to the Company for any profit arising from the relationship or transaction by reason of being a Director of the Company or of the fiduciary relationship between the Director and the Company.
- 49.3. For the purposes of clause 53.1 and 53.2 **"Company"** includes any subsidiary of the Company and any other company in which the Company or any subsidiary of the Company is or becomes a shareholder or is otherwise interested.

50. Disclosure of Interest

- 50.1. The nature of the Director's interest as referred to in clause 53.1 must be disclosed by the Director before or at the Board meeting at which the question of entering into the contract or arrangement is first taken into consideration if the interest then exists or in any other case at the first Board meeting after the Director becomes so interested.
- 50.2. It is the duty of each Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company to declare the nature of his or her interest in accordance with the provisions of the Law.
- 50.3. It is the duty of a Director of the Company who holds any office or possesses any property whereby, whether directly or indirectly, duties or interests might be created in conflict with his or her duties or interests as Director to declare the fact and the nature, character and extent of the conflict in accordance with the provisions of the Law.
- 50.4. Where a Director has disclosed an interest under this clause they will, unless otherwise determined by the Board, absent themselves from discussion of such matter and shall not be entitled to vote in respect of such matter. In the event of any uncertainty as to whether it is necessary for a Director to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred. The Company Secretary will maintain a register of declared interests.

51. Other Directorships and Shareholdings

- 51.1. A Director may be or become a director, officer, employee or member of any company promoted by the Company or in which it may be interested as a vendor, shareholder or otherwise and, subject to ratification by the Members in General Meeting, is not accountable for any benefits received as a director, officer, employee or member of the other company.
- 51.2. Subject to the Law:
- (1) the Directors may exercise the voting power conferred by the shares or other interest held by the Company in another company in favour of a resolution appointing themselves or any of them as Directors or other officers of the other company;
 - (2) any Director may vote at a Board meeting in favour of a resolution that the Company exercises its voting power conferred by the shares or other interest held by the Company in the other company to appoint that Director as a director or other officer of the other company;
 - (3) any Director may be appointed as representative of the Company and may vote at a general meeting of the other company in favour of a resolution appointing that Director as a director or other officer of the other company; and
 - (4) a Director who is also a director of the other company may vote as a director of the other company in whatever manner he or she thinks fit, including voting

in favour of a resolution appointing the Director to any other office in the other company and a resolution appointing any other Directors as directors or other officers of the other company.

INADVERTENT OMISSIONS

52. Formalities Omitted

Subject to clause 13, if some formality required by this Constitution is inadvertently omitted or is not carried out the omission does not invalidate any resolution, act, matter or thing which but for the omission would have been valid unless it is proved to the satisfaction of the Directors that the omission has directly prejudiced any Member financially. The decision of the Directors is final and binding on all Members.

SECRETARY

53. Term of Office

The Secretary of the Company holds office on such terms and conditions, as to remuneration and otherwise, as the Board determines. Where there is no Secretary so appointed, the Chief Executive Officer or such other person as the Directors may appoint will perform the duties of Secretary.

MINUTES

54. Minutes to be Kept

The Directors must carry out the obligations imposed on the Company by the Law to cause:

- (1) minutes of all proceedings of general meetings and of meetings of its Directors to be entered, within one month after the relevant meeting is held, in books kept for that purpose; and
- (2) those minutes to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting;

and

- (3) minutes of each general meeting will be circulated to persons entitled to attend that meeting within one month of that meeting; and
- (4) a report summarising all non confidential decisions of the Board will be circulated to members within one month of the meeting at which they were made.

ACCOUNTS

55. Books of Account

The Directors will cause to be kept proper books of account in which must be recorded full, true and complete accounts of the affairs and transactions of the Company.

56. Location of Accounts

The books of account will be kept at the registered office of the Company or such place or places as the Board thinks fit and must be open to the inspection of the Directors during usual business hours.

57. Inspection of Accounts

The Directors will, subject to the provisions of the Law, determine whether and to what extent and at what time and place or places and under what conditions or provisions, the books of account of the Company or any of them will be open to the inspection of the Members not being Directors, and no Member (not being a Director) will have any right of inspecting the books of account or any other document of the Company unless and except as conferred by the Law or authorised by the Directors or by a resolution of the Company in general meeting.

58. Tabling of Accounts

At each annual general meeting the Directors will lay before the Company an audited profit and loss account and balance sheet in respect of the last completed Financial Year of the Company.

AUDITORS

59. Appointment of First Auditor

The Board will appoint a person or persons or firm as the auditor or auditors of the Company in accordance with the Law, and cause the accounts of the Company to be examined and the correctness of the profit and loss account and the balance sheet to be ascertained.

60. Term of Office of First Auditor

The first auditor or auditors will hold office until the first annual general meeting of the Company. At its first annual general meeting the Company will appoint a person or persons or firm as the auditor or auditors of the Company and an auditor so appointed will hold office until death or removal or resignation from office in accordance with the Law, provided that the auditor is ratified by the Members at each subsequent annual general meeting.

61. Auditors' Fees

The reasonable fees and expenses of any auditor of the Company are payable by the Company.

62. Casual Vacancy

If any casual vacancy occurs in the office of auditor, the surviving or continuing auditor or auditors may act or if there is no surviving or continuing auditor of the Company, the Board will within one month of the vacancy appoint (unless the Company at a general meeting has appointed) a person or persons or firm as the auditor or auditors of the Company until the next general meeting following such appointment.

63. Right to Attend General Meetings

The auditor or auditors of the Company are entitled to notice of and to attend each general meeting of the Company.

SEAL

64. Company Seal

64.1. The Board must provide for the safe custody of the seal.

64.2. The seal of the Company may not be affixed to any instrument except by the

authority of a resolution of the Board or of a committee of the Directors duly authorised by the Board.

- 64.3. Every instrument to which the seal is affixed must be signed in the presence of at least two Directors or one Director and the Secretary of the Company or one Director and the Chief Executive Officer.

65. Affixing of Seal by Interested Director

- 65.1. A Director may sign or countersign as director any instrument to which the seal of the Company is affixed although the instrument relates to a contract, arrangement, dealing or other transaction in which he or she is interested and his or her signature is effective in regard to compliance with the requirements of this Constitution as to the affixing of the seal despite his or her interest.

- 65.2. No Director who is interested in a contract, arrangement, dealing or other transaction may sign on behalf of the Company any agreement or Deed related to such contract, arrangement, dealing or other transaction pursuant to section 127 of the Law.

NOTICES

66. Service of Notices

A notice may be given by the Company to any Member, Associate Member, Honorary Life Governor or Director either by serving it personally or by sending it by post, facsimile transmission or other means of electronic communication approved by the Board to the Member at the address shown in the register of Members or the address or facsimile number supplied by the Member, Associate Member, Honorary Life Governor, Honorary Life Member or Director to the Company for the giving of notices.

67. Method of Service

- 67.1. If a notice is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to be effected, on the next Business Day after the date of its posting. A notice or other document sent by post to an overseas member must be forwarded by air mail.

- 67.2. If a notice is sent by facsimile transmission, service of the notice is deemed to be effected by properly addressing the facsimile transmission and transmitting it to the number supplied to the Company for that purpose and to be effected on the next Business Day after the date of its transmission unless:

- (1) the Company's facsimile machine fails to issue a transmission report which shows that the relevant number of pages comprised in the notice has been sent; or
- (2) the addressee notifies the Company immediately that the notice was not fully received in a legible form.

- 67.3. If notice is sent by means of electronic communication approved by the Board, service of the notice is deemed to be effected on the next Business Day after the date of transmission unless the Company is advised that the transmission failed to send to the addressee.

INDEMNITY AND INSURANCE

68. Indemnity

To the extent permitted by the Law, the Company indemnifies:

- (1) every person who is or has been an officer of the Company; and
- (2) where the Board considers it appropriate to do so, any person who is or has been an officer of a related body corporate of the Company;

against any liability incurred by that person in his or her capacity as an officer of the Company or of the related body corporate (as the case may be):

- (3) to any other person (other than the Company or a related body corporate) unless the liability arises out of conduct involving a lack of good faith; and
- (4) for costs and expenses:
 - (a) in defending proceedings, whether civil or criminal, in which judgement is given in favour of the person or in which the person is acquitted; and
 - (b) in connection with an application in relation to those proceedings, in which the Court grants relief to the person under the Law.

69. Insurance

69.1. The Company may, where the Board considers it appropriate to do so, pay or agree to pay a premium in respect of a contract insuring a person who is or has been an officer of the Company against any of the following liabilities incurred by the person as such an officer, namely:

- (1) any liability which does not arise out of conduct involving:
 - (a) a wilful breach of duty in relation to the Company; or
 - (b) without limiting clause 73.1(1)(a), a contravention of section 182 or 183 of the Law; and
- (2) any liability for costs and expenses incurred by the person in defending proceedings, whether civil or criminal, whatever their outcome, and without the qualifications set out in clause 73.1(1)(a) and (b).

69.2. In the case of a Director, any premium paid pursuant to this clause is paid in addition to remuneration paid to that director by the Company pursuant to this Constitution.

70. Director Voting on Contract of Indemnity or Insurance

Despite anything in this Constitution, a Director is not precluded from voting in respect of any contract or proposed contract of indemnity or insurance, merely because the contract indemnifies or insures or would indemnify or insure the Director against a liability incurred by the Director as an officer of the Company or of a related body corporate.