Horizon Credit Union Ltd

Constitution

ACN 087 650 173

Effective 5 November 2026

Table of Contents

Preamble 3

Constitution 4

Division 1. — Introductory Matters 4

Division 2. — Objects & Limit on Powers 9

Division 3. — Membership 10

Division 4. — Termination of Membership 12

Division 5. — Issue of Shares 15

Division 6. — Calls, Forfeiture and Liens 16

Division 7. — Dividends 16

Division 8. — Share Certificates 16

Division 9. — Transfer of Shares 16

Division 10. — Transmission of Shares 16

Division 11. — Holding Members' Meetings 17

Division 12. — Voting at Members' Meetings 19

Division 13. — Directors — Appointment & Vacation of Office 23

Division 14. — Directors' Powers 26

Division 15. — Directors' Meetings 27

Division 16. — Conflicts of Interest 29

Division 17. — Remuneration, Indemnity and Insurance 31

Division 18. — Administration 32

Appendix 1 — Objects 33

Appendix 2 — Common Bond 34

Appendix 3 — Shares 35

Appendix 4 — Standing Orders 38

Appendix 5 — Election of Directors 39

Preamble

The ***credit union*** is a public company limited by shares organised on the basis of Mutuality.

Constitution

Division 1. — Introductory Matters

1.1 Definitions

In this Constitution, unless the context requires otherwise:

ADI means a body corporate that ***APRA*** has authorised to conduct banking in Australia under the *Banking Act* 1959 (Cth)

APRA means the Australian Prudential Regulation Authority

appointed director means a ***director*** for the time being of the ***credit union*** appointed by the ***board*** under Rule 13.4

board means the board of ***directors***

candidate means a person who the returning officer has determined to be a ***candidate*** for election or appointment as a ***director*** in accordance with Appendix 5

common bond refers to the common bond of membership, if any, set out in Appendix 2

Corporations Law means the Corporations Act 2001 (Cth) as amended

credit union means Horizon Credit Union Limited ACN 087 650 173

deposit means the placement of money in an account that the ***credit union*** conducts in the ordinary course of its banking business

direct vote means a vote cast using a ***direct voting system***

direct voting system means a system, if so determined by the ***board*** in accordance with Rule 12.7, which enables members to vote by electronic means either:

(a) before a ***members'*** meeting on such resolutions nominated by the ***board*** that are to be considered at the ***members'*** meeting; or

(b) in an election of ***directors***; or

(c) during a ***members'*** meeting if the ***board*** has approved the use of an ***electronic meeting system***

director means a director for the time being of the ***credit union***

elected director means a ***director*** for the time being of the ***credit union*** appointed by ***members*** under Rule 13.3.

electronic meeting system means a system if so determined by the ***board*** in accordance with Rule 12.7 which enables ***members*** to participate by electronic means, and to cast ***direct votes****, in a* ***members'*** meeting

financial accommodation means:

(a) an advance;

(b) money paid for, on behalf of or at the request of a person (other than by drawing on the person's ***deposit*** account with the ***credit union***);

(c) a forbearance to require payment of money owing on any account; and

(d) a transaction that, in substance, effects a loan or is regarded by the parties to the transaction as a loan,

that the ***credit union*** provides or enters in the ordinary course of its banking business

fit and proper policy means the policy adopted by the ***board***, as amended from time to time, in relation to the fitness and propriety of ***directors***, senior managers and or as required by the ***prudential standards***

general meeting means a general meeting of the ***members***

material personal interest has the same meaning as in Part 2D.1 of the *Corporations Act*

member means a person whose name the ***credit union*** has entered for the time being in the Register of Members it keeps under the *Corporations Act*

member share means a share as described in Appendix 3

nominee means a person nominated for election or appointment as a ***director*** in accordance with Appendix 5

prudential standard means

(a) any prudential standard that ***APRA*** determines under the Banking Act 1959 (Cth);

(b) any prudential regulation made under the Banking Act 1959 (Cth); and

(c) any ***APRA*** transitional prudential standard applying to the ***credit union*** under the *Financial Sector Reform (Amendments and Transitional Provisions) Regulations 1999 (Cth)*

secretary means a secretary for the time being of the ***credit union***

subscription price means the amount of money (if any) payable by a person on subscription for a ***member share***

1.2 Interpretation

(1) In this Constitution, unless the context requires otherwise:

(a) the singular includes the plural and vice versa;

(b) where an expression is defined in this Constitution, any other grammatical form of the expression has a corresponding meaning;

(c) words and expressions defined in the *Corporations Act* have the same meaning in this Constitution;

(d) headings are for purposes of convenience only and do not affect the interpretation of this Constitution;

(e) a reference to a statute or regulation includes all amendments, consolidations or replacements of the statute or regulation;

(f) a reference to this Constitution or another instrument includes all amendments or replacements of the Constitution or the other instrument; and

(g) a reference to a statutory or other body that ceases to exist or the powers and functions of which are transferred to another body includes a reference to the body:

(i) that replaces it; or

(ii) to which substantially all the powers and functions relevant to this Constitution are transferred.

(2) The notes to this Constitution are for purposes of convenience only and do not affect the interpretation of this Constitution. The notes do not form part of this Constitution and may be removed or modified without the credit union complying with the *Corporations Act* requirements that apply to removal or modification of constitutional provisions.

1.3 Time

Unless expressly provided otherwise, when this Constitution, or any notice given under this Constitution, states a time or a period of time, the time stated is, or the period of time is calculated by reference to, Standard Time or Summertime, as the case may be, at the ***credit union's*** registered office.

1.4 Replaceable Rules do not Apply

The replaceable rules in the *Corporations Act* do not apply.

1.5 Notices

(1) This Rule applies to all notices and documents that the *Corporations Act* requires a party to this Constitution to send to another party to this Constitution.

(2) In this Rule, ***business day*** means a day that is not:

(a) a Saturday or Sunday; or

(b) a public holiday or bank holiday in the place where the notice is received.

(3) A person sending a notice must do so in writing and must address it to the recipient at the following respective addresses:

(a) if to the **credit union** –- at its registered office or such other address as the **credit union** specifies to **members** from time-to-time; and

(b) if to a **member** –- at the **member's** address appearing on the Register of Members from time-to-time.

Note: Subrule 3.3(3) deals with sending notices to joint members.

(4) A person may send a notice or other document to another person in any of the ways set out in column 2 of the table.

The other person receives the notice at the time set out in column 3:

	Delivery Method	Time Person Receives Notice
1	**Hand delivering the notice personally**	The other person receives the notice: (i) if hand delivered before 4:00pm on a ***business day*** — on that ***business day*** (ii) if hand delivered after 4:00pm on a ***business day*** — on the next ***business day*** (iii) if hand delivered on a day other than a ***business day*** — on the next ***business day***
2	**Sending the notice by pre-paid post**	The other person receives the notice on the third ***business day*** after posting unless it is actually delivered earlier
3	**Sending the notice by facsimile transmission**	The other person receives the notice: (i) if sent before 5:00pm on a ***business day*** — on that ***business day*** (ii) if sent after 5:00pm on a ***business day*** — on the next ***business day*** (iii) if sent on a day other than a ***business day*** — on the next ***business day*** This rule does not apply where the person sending the facsimile has evidence that the transmission was unsuccessful
4	**Sending the notice by electronic means**	The other person receives the notice: (i) if sent before 5:00pm on a ***business day*** — on that ***business day*** (ii) if sent after 5:00pm on a ***business day*** — on the next ***business day*** (iii) if sent on a day other than a ***business day*** — on the next ***business day*** This rule does not apply where the person sending the notice by electronic means has evidence that the notice did not reach the other person's electronic address

Division 2. — Objects & Limit on Powers

2.1 Objects

The **credit union** has the objects set out in Appendix 1. To the extent of any inconsistency between the constitution and the Banking Act, APRA prudential standards, or any direction issued by APRA, the legislation and regulatory requirements prevail.

2.2 Customers Must be Members

The ***credit union*** may only accept ***deposits*** from, or provide ***financial accommodation*** to, its ***members***. However, this Rule does not apply to the following persons who are not ***members***:

(a) bodies that do not have the power to acquire, or that the law prohibits from acquiring, the ***credit union's*** shares; or

(b) ***ADIs***.

Division 3. — Membership

3.1 Admission to Membership

(1) Subject to any other Rule allowing admission of ***members***, the ***credit union*** may admit a person as a ***member*** only if:

(a) the person makes a written application in a form the ***credit union*** requires;

(b) if the ***credit union*** has a ***common bond*** — the person provides evidence, satisfactory to the ***credit union***, that the person is eligible to be a ***member*** under the ***common bond***;

(c) the person applies for a ***member share***; and

(d) if an amount is payable, the person pays or agrees to pay the ***subscription price*** for the ***member share***.

(2) The ***board*** has an absolute discretion in exercising the ***credit union's*** power to admit ***members*** without any obligation to give a reason for not admitting a person as a ***member***.

(3) When the ***credit union*** admits a person as a ***member***, the ***credit union*** must:

(a) issue the **member share** to the person;

(b) enter the person's particulars in the Register of Members as required by the *Corporations Act*; and

(c) give the person notice that it has admitted the person as a ***member***.

3.2 Delegation of Power to Admit Members

The ***board*** may delegate its power to admit ***members*** to officers of the ***credit union***.

3.3 Joint Members

(1) The ***credit union*** may admit 2 or more persons eligible for admission under Subrule 3.1(1) as a joint ***member*** of the ***credit union***.

(2) The persons constituting the joint ***member*** may determine the order in which their names appear in the Register of Members. If the persons constituting the joint ***member*** do not do so, the ***credit union*** may determine the order in which their names appear in the Register of Members.

(3) The person named first in the Register of Members is the primary joint ***member***. The ***credit union*** may duly send any notice, certificate or other document to the joint ***member*** by sending it to the primary joint ***member***. Only the primary joint ***member*** is entitled to vote on behalf of the joint ***member***.

(4) At any time, the joint ***member*** may give the ***credit union*** a notice requiring the ***credit union*** to change the primary joint ***member*** or otherwise change the order in which their names appear in the Register of Members. Each person constituting the joint ***member*** must sign the notice. The ***credit union*** must change the Register of Members as soon as practicable after receiving the notice.

(5) Any person constituting a joint ***member*** may give an effective receipt for any distribution on winding-up or return of capital in relation to the joint ***member's*** shares.

(6) The ***credit union*** may accept ***deposits*** from, or provide ***financial accommodation*** to, the joint ***member*** or to any person constituting the joint ***member***.

(7) The persons constituting a joint ***member*** are jointly and individually liable for any liability that the joint ***member*** may have in relation to the joint ***member's*** shares.

(8) In this Constitution, the joint ***member*** is taken to be a person separate to the persons constituting the joint ***member***.

Division 4. — Termination of Membership

4.1 Removal of the Member's Name from the Register of Members

The ***credit union*** can remove the ***member's*** name from the Register of Members if:

(a) the ***credit union*** redeems the ***member's member share*** under Rule 4.2, Rule 4.3, Rule 4.4 or Rule 4.5;

(b) if the ***member*** is an individual — the ***member***:

(i) dies; or

(ii) becomes bankrupt

(c) if the ***member*** is a body corporate — the ***member*** is deregistered or dissolved.

Note: Rule 2.2 restricts the ***credit union*** from accepting further ***deposits*** from, or providing further ***financial accommodation*** to, persons who cease to be ***members***.

4.2 Member's Request for Termination

(1) A ***member*** may request termination of membership but only upon withdrawing all ***deposits*** and repaying all ***financial accommodation***.

(2) If a ***member*** makes a request under Subrule (1), the ***credit union*** must redeem the ***member's member share*** as soon as practicable after receiving the request. However, the ***credit union*** may defer redeeming the ***member's member share*** until the ***board*** is satisfied that the ***member*** has withdrawn all ***deposits*** and repaid all ***financial accommodation***.

4.3 Termination by the Board

(1) The ***board***, or its delegate appointed in accordance with Rule 14.3, may resolve that the ***credit union*** will redeem a ***member's member share*** if:

(a) the ***member*** fails to discharge the ***member's*** obligations to the ***credit union***;

(b) the ***member*** is guilty of conduct that the delegate or ***board*** reasonably considers to be detrimental to the ***credit union***; or

(c) the ***member*** obtains membership by misrepresentation or mistake.

(2) The ***credit union*** must give notice of the proposed resolution under Subrule (1) to the ***member*** at least 14 days before considering the proposed resolution.

(3) At the time the delegate or ***board*** considers the proposed resolution, the delegate or ***board*** will give the ***member*** written notice of the proposed action and reasons, and

(a) provide the ***member*** a reasonable opportunity (not less than 14 days) to respond in writing or electronically; and

(b) consider the response received before deciding. The delegate or ***board*** is not required to hold an in-person hearing. The delegate or ***board*** must act reasonably and in good faith in exercising its powers under this Rule.

(4) On redeeming the ***member share***, the ***credit union*** may pay the amount payable on redemption of the ***member share*** to the member by:

(a) crediting any of the ***member's*** accounts with the ***credit union***,

at the time the ***member share*** is redeemed.

4.4 Termination Where Account is Dormant

(1) This Rule does not apply to a retirement savings account to the extent that the *Retirement Savings Account Act* 1997 (Cth) provides otherwise.

(2) The ***credit union*** may:

(a) determine that the ***member's deposit*** accounts are dormant; and

(b) redeem the ***member's member share***,

If the ***member*** has not initiated any transactions in relation to any ***deposit*** account in the 12-month period before the date of the resolution.

(3) The ***credit union*** must send notice of the proposed resolution under Subrule (2) to the ***member*** at the ***member's*** last known address as shown on the Register of Members at least 28 days before considering the proposed resolution.

(4) On redemption of the ***member share***, the ***credit union*** must pay the amount payable on redemption of the ***member share*** into the ***member's*** account.

(5) If the ***credit union*** redeems a person's ***member share*** under this Rule, the person may require the ***credit union*** to reinstate the person's ***deposit*** accounts at any time before the ***credit union*** pays the money in the ***deposit*** account in accordance with the relevant unclaimed money legislation. If the person requires the ***credit union*** to reinstate the person's ***deposit*** accounts:

(a) the ***credit union*** must reinstate the person's ***deposit*** accounts as soon as practicable; and

(b) if the ***credit union*** has redeemed the ***member's member share*** — the ***credit union*** must issue a ***member share*** to the person and may debit the ***member's deposit*** account for the subscription price.

4.5 Termination Where No Accounts

(a) If all ***deposit*** and ***financial accommodation*** accounts of a ***member*** have been closed the delegate or ***board*** may redeem a ***member's member share***.

(b) On redeeming the ***member share***, the ***credit union*** must repay the ***subscription price*** (if any) paid by the ***member*** by sending to the ***member's*** address in the Register of Members:
(i) a written request for the ***member*** to nominate a bank account to credit that amount.

Division 5. — Issue of Shares

5.1 Classes of Shares

The ***credit union*** may only issue ***member shares***.

5.2 Board Power to Issue Shares

The ***board*** may exercise the ***credit union's*** power to issue shares to the exclusion of the ***general meeting***.

5.3 Restrictions on Issue of Member Shares

(1) The ***credit union*** must not issue:

(a) options to subscribe for ***member shares***;

(b) securities that may be converted to ***member shares***; or

(c) securities with pre-emptive rights to ***member shares***.

(2) The ***credit union*** may only issue ***member shares*** in accordance with Rule 3.1.

(3) The ***credit union*** may only issue 1 ***member share*** to any person.

Note: The ***credit union*** can issue a ***member share*** to a person who already constitutes a joint member. See Rule 3.3

Division 6. — Calls, Forfeiture and Liens

Note: Not utilised

Division 7. — Dividends

7.1 Payment of Dividends

(1) No dividend is payable in respect of any share.

Division 8. — Share Certificates

Note: Not utilised

Division 9. — Transfer of Shares

Note: Not utilised

Division 10. — Transmission of Shares

Note: Not utilised

Division 11. — Holding Members' Meetings

11.1 Calling Meetings of Members

The ***board*** may call a ***members'*** meeting.

11.2 Adjourning Meetings of Members

(1) The chair of a ***members'*** meeting at which a quorum is present:

(a) may adjourn the meeting with the consent of the meeting by ordinary resolution; and

(b) must adjourn the meeting if directed by ordinary resolution.

(2) The ***credit union*** must give notice of an adjourned ***members'*** meeting if the adjournment is for 1 month or more.

(3) The only business that an adjourned ***members'*** meeting may deal with is business unfinished at the ***members'*** meeting that was adjourned.

11.3 Proceedings at Members' Meetings

(1) The quorum for a ***members'*** meeting is 10 ***members*** present in person, by proxy or through an ***electronic meeting system***.

(2) If a quorum is not present within 30 minutes after the time for the ***members'*** meeting set out in the notice of meeting, the meeting is adjourned to the date, time and place the ***board*** specifies. If the ***board*** does not specify 1 or more of those things, the meeting is adjourned to:

(a) if the date is not specified — the same day in the next week;

(b) if the time is not specified — the same time; and

(c) if the place is not specified — the same place.

If no quorum is present at the resumed meeting within 30 minutes after the time for the meeting, the meeting is dissolved.

(3) The chair of ***members'*** meetings is:

(a) the chair of meetings of the ***board***; or

(b) if the chair of meetings of the ***board*** is not present or declines to act for the meeting (or part of it) — the deputy chair of meetings of the ***board***.

If the chair or deputy chair of meetings of the ***board*** is not available within 30 minutes of the appointed start of the meeting, or declines to act, the ***members*** must elect an individual present to chair the meeting.

(4) The Standing Orders in Appendix 4 apply to the conduct of debate at ***members'*** meetings with such modifications as the ***board*** may determine to facilitate the use of an ***electronic meeting system***.

(5) ***Members'*** meetings may be held at any one or more places and/or held using an ***electronic meeting system.***

Division 12. — Voting at Members' Meetings

12.1 Voting

(1) A resolution put to the vote at a members' meeting must be decided on a show of hands unless a poll is demanded.

(2) If there is a direct voting system, on a show of hands or a poll, a direct vote cast during the members' meeting is taken to have been cast on the show of hands or poll and is to be counted accordingly.

(3) If a member has cast a direct vote prior to a members' meeting the member may not cast another vote on the resolution at the members' meeting whether in person, by proxy, attorney or representative.

(4) Before a members' meeting votes on a resolution, the chair must inform the meeting:

(a) If any proxy votes have been received and, if so:

i. how many proxy documents the credit union has received that validly appoint a person present at the meeting as proxy;

ii. how many of these proxy documents direct the proxies how to vote on the resolution; and

iii. how the proxies are directed to vote on the resolution.

(b) if the board has approved the use of a direct voting system – the number of valid direct votes cast before the members' meeting:

i. on the resolution in total;

ii. in favour of the resolution;

iii. against the resolution; and

iv. abstaining from voting.

(5) The members' meeting passes an ordinary resolution only if more than half the total number of valid votes cast on the resolution are in favour of it.

(6) The chair does not have a casting vote in addition to his or her deliberative vote.

12.2 Voting on a Show of Hands

On a show of hands, the chair's declaration is conclusive evidence of the result, so long as the declaration reflects the show of hands. Neither the chair nor the minutes need to state the number or proportion of the votes recorded in favour or against the resolution. The minutes only need to record that the resolution was passed or not passed.

12.3 Voting on a Poll

(1) A poll cannot be demanded on any resolution concerning the election of a person to chair the ***members'*** meeting.

(2) A poll on the question of an adjournment must be taken immediately. The chair may direct when and the manner in which any other poll must be taken.

(3) The ***members'*** meeting may conduct other business even though a poll is demanded on a resolution.

12.4 Body Corporate Representatives

(1) A ***member*** that appoints a body corporate representative must give the ***credit union***:

(a) if the ***member*** appointed the representative by board resolution — a certified copy of the board resolution appointing the representative; and

(b) otherwise — a copy of the instrument appointing the representative,

as soon as practicable after appointing the representative, and in any event before any ***member's*** meeting at which the representative may exercise the ***member's*** rights.

(2) In addition to the rights and powers a ***member's*** representative may exercise under the *Corporations Act*, the representative may exercise the ***member's*** right to vote in a ballot to appoint ***directors*** by election.

12.5 Proxies

(1) The ***board*** may determine the form of proxy document from time-to-time.

(2) An appointment of a proxy is not invalid merely because it does not contain all the information required for a valid proxy appointment, so long as it contains:

(a) the ***member's*** name; and

(b) the proxy's name or the name of the office that the proxy holds.

(3) A proxy does not have a right to vote on a show of hands.

(4) If a ***member*** appoints the chair as the ***member's*** proxy and directs the chair to vote either in favour of or against the resolution, the chair must demand a poll on the resolution.

(5) Unless the ***credit union*** receives written notice of the matter before the meeting at which a proxy votes starts or resumes, the proxy's vote at that meeting will be valid if, before the proxy votes:

(a) the appointing ***member*** dies;

(b) the ***member*** is mentally incapacitated;

(c) the ***member*** revokes the proxy's appointment; or

(d) the ***member*** revokes the authority under which the proxy was appointed by a third party.

12.6 Objections

An objection to the qualification of a voter:

(a) may only be made at the ***members'*** meeting or adjourned ***members'*** meeting at which the vote objected to is cast; and

(b) must be ruled upon by the chair whose decision is final.

12.7 Electronic Meeting System and Direct Voting System

(1) If the **board** determines to use a **direct voting system** or an **electronic meeting system** the **board** may develop such procedures as they consider appropriate including procedures for:

(a) the form, method, and the manner of access and use; and

(b) the time by which the direct votes cast before a members' meeting must be received by the credit union in order for the direct vote to be effective. This time must be no later than the time appointed for the commencement of the members' meeting or, in the case of an adjournment, the resumption of the members' meeting and in the case of an election of directors when the ballot closes in accordance with Appendix 5.

(2) If the ***board*** allows a direct vote in an election of ***directors***:

(a) the order in which the candidates appear on the ***direct voting*** instrument must be the same as the ballot papers;

(b) the ***board*** must have procedures in place to prevent a member voting more than once in the election;

(c) the ***board*** must ensure the anonymity of the voter;

(d) the returning officer must destroy any submitted direct votes, or records of submitted ***direct votes***, in relation to the election three months after the declaration of the ballot.

(3) A valid ***direct vote*** cast by a ***member*** before a ***members'*** *meeting* has the same effect as if the ***member*** had cast the vote in person at the meeting or in the case of the election of ***directors*** as if the ***member*** had completed a ballot paper.

(4) Receipt of a ***direct vote*** from a ***member*** has the effect of revoking the appointment of a proxy, attorney or representative made by the ***member*** under an instrument received by the ***credit union*** before the ***direct vote*** was received.

(5) A ***direct vote*** received by the ***credit union*** before a ***members'*** *meeting* may be withdrawn by the ***member*** by notice, given to the ***credit union*** in writing or in electronic form, before the time appointed for commencement of the ***members'*** *meeting* or, in the case of an adjournment, the resumption of the ***members'*** *meeting*. A ***direct vote*** in an election of ***directors*** can be withdrawn at any time up to the close of the ballot in accordance with Appendix 5.

(6) Where an ***electronic meeting system*** is used for a ***members'*** *meeting*, a ***direct vote*** cast by a ***member*** during the ***members'*** *meeting* has the effect of revoking the appointment of a proxy, attorney or representative made by the member under an instrument received by the ***credit union*** before general meeting commenced.

Division 13. — Directors — Appointment & Vacation of Office

13.1 Number of Directors

(1) Except as provided for in Subrule 13.1(2), the number of directors shall be such number, a minimum of 5 directors at all times, not being more than 9, as the board by time to time determines, of which:

(a) not more than 7 may be elected directors; and

(b) not more *than 2 may be appointed directors.*

(2) If the credit union accepts a transfer of business from another credit union, the board may appoint up to four additional directors from the transferee credit union as directors of the credit union with effect from the date of the transfer of business for such terms for each additional director*, not exceeding three years, as the board determines.*

13.2 Eligibility to be a Director

An individual is eligible to be a ***director*** if the person:

(a) is a ***member***; and

(b) has been a member continuously for a period of at least 12 months when the person is nominated as a candidate for election as a ***director*** ; and

(c) is not disqualified or prevented by law from being a ***director***; and

(d) has not had a personal representative or trustee appointed to administer the person's estate or property because of their mental incapacity; and

(e) is not an employee of the ***credit union*** (unless nominated by the ***board*** and no other employee is a ***director***); and

(f) at the time of his or her election has not served as a ***director*** for more than the Maximum Term as defined below (in aggregate, either continuously or in broken periods) after first being elected or appointed as a ***director***. In this paragraph (f), "Maximum Term" means 12 years; and

(g) is determined to be fit and proper by the ***credit union*** in accordance with the credit union's ***fit and proper policy***.

Provided that paragraphs (a) and (b) above do not apply to an ***appointed director*****.**

13.3 Appointment by Members — Election

The **members** may appoint a person to be a ***director*** by election held under the provisions of Appendix 5.

13.4 Appointment by Board

(1) The ***board*** may, by resolution at any time, appoint an individual, who is eligible to be a ***director*** under Rule 13.2 as an ***appointed director***.

(2) A ***board*** resolution appointing an ***appointed director*** as a ***director*** must specify the ***director's*** term of office, not exceeding three years, as the **board** determines.

13.5 Appointment by Board — Casual Vacancies

(1) The ***board*** may appoint a person to be a ***director***:

(a) if a ***director's*** office becomes vacant other than because the ***director's*** term of office has ended; or

(b) if for any other reason, the number of directors is less than the maximum under Rule 13.1.

The ***board*** may only appoint a person who is eligible to be a ***director*** under Rule 13.2.

(2) The term of office for a ***director*** appointed to fill a vacancy in paragraph (1)(a) ends:

(a) if the ***general meeting*** approves the appointment before the end of the next AGM after the ***director's*** appointment — at the end of the term of office of the ***director*** whose office has become vacant; and

(b) otherwise — at the end of the next AGM after the ***director's*** appointment.

13.6 Term of Office

(1) Subject to the *Corporations Act* and the rotation provisions in this Rule, an ***elected director's*** term of office:

(a) starts at the end of the AGM at which the ***director's*** election is announced; and

(b) ends at the end of the third AGM after the AGM at which the ***director's*** election is announced.

(2) If the number of ***elected directors*** that ***members*** appoint, is more than a third of the maximum number of ***elected directors*** on the ***board*** in Rule 13.1:

(a) the term of office for the third of the ***elected directors*** who receive the most votes at the election, ends at the end of the third AGM after the AGM at which the ***elected directors'*** election is announced; and

(b) the term of office for the remainder of the ***elected directors*** ends at the end of earlier AGMs where less than a third of the ***elected directors*** are due to retire at those earlier AGMs.

Directors with less votes retire at earlier AGMs than those with more votes.

(3) For the purposes of Subrule (2):

(a) if the number of ***elected directors*** on the ***board*** is not divisible by 3 – round fractions up to the nearest whole number in determining how many ***directors*** there are in a third or in two thirds of the ***elected directors***; and

(b) if 2 or more elected directors have the same number of votes – the order of retirement amongst them is determined by lot.

13.7 Automatic Vacation of Office

The office of a *director* automatically becomes vacant if the *director*:

(a) dies;

(b) ceases to be eligible to be a director under Rule 13.2;

(c) is absent from 3 consecutive ordinary meetings of the board without leave;

(d) is 3 months in arrears in relation to money due to the credit union and has failed to make arrangements for payment satisfactory to the credit union; or

(e) having been elected as an employee director, ceases to be an employee of the credit union.

(f) Neither the *board* nor the *general meeting* may waive the operation of this Rule.

13.8 Resignation

(1) A ***director*** may resign by giving the ***credit union*** notice of the ***director's*** resignation.

(2) The ***director's*** office becomes vacant:

(a) if the notice of resignation specifies a date of resignation — on the date of resignation; or

(b) otherwise — on the date the ***credit union*** receives the notice of resignation.

Division 14. — Directors' Powers

14.1 Powers and Duties of the Board

The ***board***:

(g) manages the ***credit union's*** business; and

(h) may exercise all the powers of the ***credit union*** except any powers that the *Corporations Act* or this Constitution expressly allocates to the ***general meeting***.

14.2 Negotiable Instruments

The ***board*** may authorise a person or persons to sign, draw, accept, endorse or otherwise execute negotiable instruments for the ***credit union***. The ***board*** may authorise the application of signatures to negotiable instruments by machine or other facsimile method.

14.3 Delegation

(1) The ***board*** may delegate any of its powers to any committee or any other person or persons.

(2) The ***board*** must establish policies for the guidance of delegates in the exercise of any powers so delegated.

(3) Without limiting its powers, the ***board*** may appoint a person to be the ***credit union's*** attorney for purposes, with powers (being the ***board's*** powers), for the period and on terms the ***board*** determines. In particular, the power of attorney may:

(a) include terms protecting persons dealing with the attorney, as the ***board*** determines; and

(b) authorise the attorney to delegate any or all of the attorney's powers.

Division 15. — Directors' Meetings

15.1 Calling and Conduct of Board Meetings

(1) A ***director*** or the secretary (upon the authority of a ***director***) may call a ***board*** meeting by giving reasonable notice to every other ***director***.

(2) The ***board*** may meet, adjourn and otherwise regulate its meetings as it thinks fit.

15.2 Quorum of Board

(1) The quorum for a ***board*** meeting is one half the maximum number of ***directors*** under Rule 13.1 or such other number as the ***board*** determines and the quorum must be present at all times during the meeting.

(2) If, at any time, the number of ***directors*** is less than the quorum:

(a) the ***board*** may meet only for the purpose of filling any casual vacancies or for calling a general meeting of ***members***; and

(b) the ***board*** may conduct business by circulating resolution under Rule 15.5.

15.3 Chair of Board

(1) The ***board*** may appoint a *director* to chair its meetings. The ***board*** may determine the period for which the ***director*** is to be the chair. The ***board*** may remove the chair from the position of chair at any time.

(2) The ***board*** must elect a ***director*** present to chair a meeting (or part of it) if:

(a) a ***director*** has not already been appointed to chair the meeting; or

(b) a previously appointed chair is not available, or declines to act, for the meeting (or part of it).

15.4 Passing of Directors' Resolutions

(1) A resolution of the ***board*** must be passed by a majority of the votes cast by ***directors*** entitled to vote on the resolution.

(2) The chair has a casting vote in addition to his or her deliberative vote.

15.5 Circulating Resolutions

(1) A resolution in writing signed by all Directors, or a resolution in writing of which notice has been given to all Directors and which is signed by a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of the Board), is a valid resolution of the Board. The resolution may consist of several documents in the same form each signed by one or more of the Directors.

(2) For the purposes of rule 15.5(1) a reference to "all Directors" does not include a reference to:

(a) a Director who, at a meeting of Directors, would not be entitled to vote on the resolution;

(b) a Director who disqualifies himself or herself from considering the resolution in question; and

(c) any Director on leave of absence approved by the Board.

(3) For the purposes of rule 15.5(1):

(a) a statement sent electronically by a Director to an agreed electronic address stating that they are in favour of a specified resolution shall be taken to be a document containing that statement and duly signed by the Director. Such document shall be taken to have been signed by the Director at the time of its receipt at the agreed electronic address; and

(b) a Director may consent to a resolution by telephoning the Secretary or Chairman and signifying assent to the resolution and clearly identifying its terms.

(4) A resolution in writing under this Rule shall be deemed to have been passed at a meeting of the Directors held on the day and at the time at when it became a valid resolution under Rule 15.5(1) and the document or consent shall be deemed to constitute a minute of that meeting and shall be recorded by the Secretary in the minute book."

15.6 Committees of Directors

(1) The ***board*** may establish one or more committees consisting of such number of ***directors*** as the ***board*** thinks fit.

(2) The members of a committee may appoint one of their number as chair of their meetings.

(3) Subject to any restrictions that the ***board*** imposes, a committee may meet, adjourn and otherwise regulate its meetings as it thinks fit.

(4) Questions arising at a meeting of a committee are to be determined by a majority of votes of those present and voting.

(5) The chair does not have a casting vote in addition to his or her deliberative vote.

Division 16. — Conflicts of Interest

16.1 Director Not in Breach if Acts in Matters Relating to Director's Interests

(1) This Rule applies if:

(a) a ***director*** has an interest or duty in relation to a matter that is not a ***material personal interest***; or

(b) if a ***director*** with a ***material personal interest*** in relation to the ***credit union's*** affairs:

(i) complies with the requirements of the *Corporations Act* in relation to disclosure of the nature and extent of the interest and its relation to the ***credit unions*** affairs before acting in a matter that relates to the interest; and

(ii) may be present and vote on the matter under the *Corporations Act*.

(2) The ***director*** is not in breach of his or her duties to the ***credit union*** merely because he or she acts in matters that relate to the ***director's*** interest.

(3) The ***director*** may vote on matters that relate to the ***director's*** interest.

(4) In relation to any transactions that relate to the ***director's*** interest:

(a) the transactions may proceed;

(b) the ***credit union*** cannot avoid the transactions merely because of the ***director's*** interest; and

(c) the ***director*** may retain benefits under the transactions despite the ***director's*** interest.

16.2 Director Not in Breach if Does Not Act in Matters Relating to Director's Interests

(1) This Rule applies if a ***director*** with a ***material personal interest*** in relation to a matter:

(a) complies with the requirements of the *Corporations Act* in relation to disclosure of the nature and extent of the interest and its relation to the ***credit unions*** affairs; but

(b) must not be present and vote on the matter under the *Corporations Act*.

(2) The ***director*** is not in breach of duty to the ***credit union*** merely because he or she does not act in relation to the matter.

(3) The ***board*** may vote on matters that relate to the ***director's*** interest in the ***director's*** absence.

(4) In relation to any transactions that relate to the ***director's*** interest:

(a) the transactions may proceed;

(b) the ***credit union*** cannot avoid the transactions merely because of the ***director's*** interest; and

(c) the ***director*** may retain benefits under the transactions despite the ***director's*** interest.

16.3 Execution of Instruments

A ***director*** may participate in the execution of an instrument for the ***credit union***, regardless of any interest or duty that the ***director*** may have:

(a) whether or not the ***director*** has complied with the requirements of the *Corporations Act* in relation to disclosure of the nature and extent of the interest and its relation to the ***credit unions*** affairs; and

(b) whether or not the ***director*** may be present and vote in relation to the execution of the instrument under the *Corporations Act*.

Division 17. — Remuneration, Indemnity and Insurance

17.1 Remuneration of Directors

(1) The ***directors*** may be paid remuneration for their services as ***directors*** up to the maximum aggregate amount in respect of the period that the ***credit union*** in ***general meeting*** determines from time to time.

(2) The ***general meeting*** may determine that the remuneration be paid by way of particular allowances, benefits or payments and to particular ***directors***, but to the extent that this is not done, the ***board*** may determine the allocation of the remuneration among the ***directors***. If the ***board*** does not determine the allocation, the remuneration must be allocated equally among the ***directors***.

(3) The ***directors'*** remuneration accrues from day to day.

17.2 Travelling Expenses and Insurance

In addition to any remuneration to which a ***director*** may be entitled, the ***credit union*** may also pay:

(a) the ***director's*** travelling and other expenses that they properly incur:

(i) in attending ***board*** meetings or any meetings of committees of ***directors***; and

(ii) in attending any ***members'*** meetings; and

(iii) otherwise in connection with the ***credit union's*** business; and

(b) subject to the *Corporations Act*, insurance premiums for a contract that insures the ***director*** against liabilities that the ***director*** incurs as an officer of the ***credit union***.

17.3 Indemnities for Officers and Former Officers

(1) In this Rule ***indemnified person*** means an officer or agent, or former officer or agent, of the ***credit union***.

(2) To the extent that the *Corporations Act* permits:

(a) the ***credit union*** must indemnify an ***indemnified person*** against any liability that the ***indemnified person*** incurs in conducting the ***credit union's*** business or exercising the ***credit union's*** powers as an officer or agent of the ***credit union***; and

(b) the ***credit union*** may indemnify, agree to indemnify or enter into (and pay premiums on) a contract of insurance in relation to an ***indemnified person*** or any other person.

(3) The indemnity in paragraph (2)(a) applies in relation to an ***indemnified person*** for all incidents occurring during the period that person is an officer or agent of the ***credit union***, even though a claim is made against the ***indemnified person*** after they have ceased to be an officer or agent of the ***credit union***.

Division 18. — Administration

18.1 Seal

(1) The ***board*** is to provide for the safe custody of the seal.

(2) The seal is to be used only by the authority of the ***directors***.

(3) The ***board*** may authorise:

(a) 2 ***directors;***

(b) a ***director*** and a ***secretary***;

(c) a ***director*** and an employee of the ***credit union***;

(d) a ***secretary*** and an employee of the ***credit union***; or

(e) two employees of the ***credit union***,

to witness the affixing of the seal on a document or on a class of documents specified in the resolution.

18.2 Secretary

Subject to Rule 18.3, the ***board*** may determine a ***secretary's*** terms of appointment, powers, duties and remuneration. At any time, the ***board*** may vary or revoke a determination, or an appointment, whatever the terms of the appointment.

18.3 Resignation of Secretary

(1) A ***secretary*** may resign by giving the ***credit union*** notice of the ***secretary's*** resignation.

(2) The ***secretary's*** office becomes vacant:

(a) if the notice of resignation specifies a date of resignation — on the date of resignation; or

(b) otherwise — on the date the ***credit union*** receives the notice of resignation.

Appendix 1 — Objects

The ***credit union*** has the following objects:

(i) to raise funds by subscription, ***deposit*** or otherwise, as authorised by the *Corporations Act* and *Banking Act* 1959 (Cth);

(ii) to apply the funds in providing ***financial accommodation*** to ***members***, subject to the *Corporations Act* and *Banking Act* 1959 (Cth);

(iii) to encourage savings amongst ***members***;

(iv) to promote co-operative enterprise;

(v) to provide programs and services to ***members*** to assist them to meet their financial, economic and social needs;

(vi) to promote, encourage and bring about human and social development among individual ***members*** and within the larger community within which ***members*** work and reside; and

(vii) to further the interests of ***members*** and the communities within which they work and live through co-operation with:

(a) other credit unions and co-operatives; and

(b) associations of credit unions and co-operatives, locally and internationally.

Appendix 2 — Common Bond

A2–1 Common Bond — Natural Person

An individual is eligible to be a ***member*** under any one of the following categories:

	Category	Description
1	**Community**	the person is a resident of Shires of Wollongong, Shellharbour, Kiama, Shoalhaven, Eurobodalla or Bega Valley.
2	**Family**	the person is a spouse, child, parent, brother, sister, grandparent, grandchild, aunt, uncle, niece or nephew whether by blood or marriage of a person admitted as a ***member*** under category (1) above.
3	**Depositors and Borrowers**	the person was a depositor with, held an account with or received financial accommodation from the ***credit union*** without being a ***member*** as at 1 July 1999
4	**Approved Persons**	the person has an affinity with the ***credit union*** and is approved by the ***board***
5	**Continuing Members**	the person is a ***member*** but has ceased to be eligible to be a ***member*** in accordance with the above categories
6	**Transferring Members**	the person was a member of another ***ADI*** that transferred its business and members to the ***credit union*** under the *Financial Sector (Transfers of Business) Act* 1999 (Cth)

A2–1 Common Bond — Body Corporate

A body corporate is eligible to be a ***member*** under any of the following categories:

	Category	Description
1	**Community**	the body corporate has an office or a business address in Shires of Wollongong, Shellharbour, Kiama, Shoalhaven, Eurobodalla or Bega Valley.
2	**Trustee**	the body corporate is trustee of a trust of which a ***member*** is a beneficiary
3	**Employer**	the body corporate is the employer of a ***member***
4	**Depositors and Borrowers**	the body corporate was a depositor with, held an account with or received financial accommodation from the ***credit union*** without being a ***member*** as at 1 July 1999
5	**Approved Body Corporate**	the body corporate has an affinity with the ***credit union*** and is approved by the ***board***
6	**Continuing Members**	the body corporate is a ***member*** but has ceased to be eligible to be a ***member*** in accordance with the above categories
7	**Transferring Members**	the body corporate was a member of another ***ADI*** that transferred its business and members to the ***credit union*** under the *Financial Sector (Transfers of Business) Act* 1999 (Cth)

Appendix 3 — Shares

A2–1 Subscription Price

The ***subscription price*** for a ***member share*** is $nil.

A2–2 Rights, Obligations and Restrictions Attaching to Member Shares

(1) The following rights attach to each ***member share***:

(a) the right to vote on the terms set out in clause A2–3;

(b) the right to participate in the distribution of profits or assets on a winding-up on the terms set out in clause A2–5; and

(c) the right to redeem the ***member shares*** on the terms set out in clause A2–6.

(2) The restriction on transfer of ***member shares*** in clause A3-7 attaches to each ***member share***.

(3) The ***credit union*** may issue more ***member shares*** at any time. The issue of more ***member shares*** does not vary the rights attached to ***member shares*** that the ***credit union*** has already issued.

A2–3 Voting Rights

(1) Holders of ***member shares*** may participate and vote:

(a) at a ***members'*** meeting;

(b) at a meeting of the class of holders of ***member shares***; and

(c) in a ballot to appoint ***directors*** by election.

(2) At a ***members'*** meeting or a meeting of the class of holders of ***member shares***:

(a) on a show of hands — each ***member*** other than a minor has 1 vote regardless of the number of ***member shares*** held; and

(b) on a poll — each ***member*** other than a minor has 1 vote regardless of the number of ***member shares*** held.

A ***member*** who is a minor has no vote.

A2–4 Dividend Entitlements

(1) No dividend is payable in respect of any ***member share***.

A2–5 Distribution on Winding-Up

(1) On a winding-up of the ***credit union*** the holder of a ***member share*** is entitled to payment of the ***subscription price*** for the ***member share*** when the ***member*** subscribed for the ***member share*** less any repayment previously made by the ***credit union*** to the member of any part of the ***subscription price***.

(2) (a) On the voluntary or involuntary winding up of the Credit Union any surplus shall be transferred to such other financial institution or body as specified by the members or the liquidator.

(b) In the case of a voluntary winding up, the members shall, at the time they resolve to wind up the Credit Union, specify the financial institution or body having the same principles and objects which are similar to those held and pursued by the Credit Union, that is to receive the surplus.

(c) In the case of an involuntary winding up, and where there is a surplus available for distribution, the liquidator shall, prior to the distribution of that surplus, hold a general meeting of the members for the purpose of passing a resolution specifying which financial institution or body having the same principles and objects which are similar to those held and pursued by the Credit Union, is to receive the surplus.

(d) If the members fail or refuse, for whatever reason, to make a specification the liquidator shall make that specification as he or she sees fit provided that the financial institution or body selected by the liquidator must have principles and objects which are similar to those held and pursued by the Credit Union.

(3) The ***credit union*** may offset against the amount payable under this clause:

(a) any amount unpaid on the ***member share***; and

(b) any other amount payable by the ***member*** to the ***credit union***.

(4) The entitlements of holders of ***member shares*** to payment on winding-up are subject to any preferred entitlements to payment on winding-up that holders of any other class of shares may have.

A2–6 Redemption of Member Shares

(1) The ***credit union*** may redeem a ***member share*** only if the following conditions are satisfied:

(a) the ***member*** has given the ***credit union*** notice requesting termination of the ***member's*** membership of the ***credit union*** in accordance with Rule 4.2;

(b) the ***delegate or board*** has resolved to terminate the ***member's*** membership of the ***credit union*** in accordance with Rule 4.3; or

(c) the ***delegate or board*** has determined that the ***member's deposit*** accounts with the ***credit union*** are dormant in accordance with Rule 4.4.

(2) On redemption, the ***credit union*** must pay the ***member*** an amount equal to the ***subscription price*** for the ***member share*** when the ***member*** subscribed for the ***member share*** less any repayment previously made by the ***credit union*** to the ***member*** of any part of the ***subscription price***.

(3) On redemption, the ***member shares*** are cancelled.

A2–7 Transfer of Member Shares

(1) A ***member*** may not transfer their ***member share***.

Appendix 3 — Standing Orders

A3–1 Time Limits for Speakers

(1) The mover of a motion may speak for no more than 10 minutes.

(2) Subsequent speakers may speak for no more than 5 minutes.

(3) The mover of the motion may reply for no more than 5 minutes.

(4) The meeting is free to extend the time a speaker may speak.

A3–2 Amendment

(1) On an amendment being proposed to an original motion, no second amendment may be considered until the first amendment has been dealt with.

(2) An amendment, when carried, displaces the original motion and becomes the motion to which any further amendment may be moved.

(3) If the amendment is not carried, then further amendments to the original motion may be considered.

A3–3 Speakers

(1) The mover of an original motion has a right of reply.

(2) The mover of an amendment does not have a right of reply.

(3) Otherwise, a ***member*** may speak only once on the same question except to raise a point of order or, with the consent of the chair of the meeting, to give an explanation.

A3–4 Motions to be in Writing

Every motion and every amendment to a motion must be submitted in writing as and when the chair of the meeting requests.

A3–5 Closure of Debate

(1) Debate on a motion or an amendment may be ended by a resolution 'that the question be now put.'

(2) The motion 'that the question be now put' must be put to the meeting without debate.

Appendix 4 — Election of Directors

A4-1 Election

(1) An election of ***elected directors*** is held in the manner set out in this Appendix or as it is modified by the ***board*** under Rule 12.7 to allow a ***direct vote*** in addition to or in substitution for a postal ballot.

(2) The following table sets out the timetable for election of ***directors*** by ***members***:

Steps in Election Procedure	Time
Call for nominations (see clause A4-(1))	Not less than 77 days before AGM
Nominations close (see clause A4-(2))	Not less than 56 days before AGM
Returning officer must send ballot papers to ***members*** together with notice of the AGM	Not less than 21 days before AGM
Announcement of ***directors*** (see clause A5-7(2))	AGM

A4-2 Appointment of Returning Officers

(1) The ***board*** must appoint a returning officer, who may appoint assistant returning officers, none of whom can be an officer of the ***credit union***, a ***nominee*** or a ***candidate***.

(2) The ***secretary*** must prepare and give the returning officer a roll of ***members*** made up the day before nominations for the election close.

A4-3 Nominations

(1) The ***board*** must call for ***members*** to nominate ***nominees*** not less than 77 days before the AGM.

The ***board*** may call for nominations by advertisement:

(a) at the ***credit union's*** offices; or

(b) in newspapers.

(2) Nominations close not less than 14 days after nominations are called and not less than 56 days before the AGM.

(3) 2 ***members*** together have the right to nominate a ***nominee***. To nominate a ***nominee***, the 2 ***members*** must give the ***credit union*** a notice of nomination before nominations close. The notice of nomination must:

(a) declare that the ***nominee*** is eligible to be a ***director*** under Rule 13.2;

(b) state the ***nominee's*** date of birth; and

(c) be signed by the nominating ***members*** and the ***nominee***.

A5-4 Assessment of nominees

(1) Within 28 days of the close of nominations, the ***board*** must determine, in relation to each ***nominee***, whether it is satisfied that the ***nominee*** is fit and proper to be a ***Director*** by reference to the ***fit and proper policy*** and any relevant ***prudential standard***.

(2) In making its determinations under this Clause A5-4 the ***board*** will follow the procedures set out in the ***fit and proper policy***.

(3) The ***board*** may, in its absolute discretion and for such periods as it may determine, establish a panel, to be known as the ***nominations panel***, to assist in making its determinations under this Clause A5-4. The membership, role and operations of the ***nominations panel*** will be set out in the ***fit and proper policy***.

(4) A ***nominee*** must give to the ***credit union***, before nominations close, such information as the ***credit union*** requires to determine if they are qualified to be or act as a ***director.***

(5) Each ***nominee*** must if required by the ***board*** or any ***nominations panel*** submit to an interview by the ***board*** or the ***nominations panel***. The interview can be conducted in such place and manner as the ***board*** or the ***nominations panel*** determines.

(6) A ***nominee*** who fails to attend an interview required under Clause A5-4(5) will have their nomination rejected by the returning officer under Clause A5-4(8)

(7) The ***board*** or the ***nominations panel*** must provide to the returning officer a report setting out:

(a) the name of each ***nominee*** who failed to provide any or all of the information required under Clause A5-4(4);

(b) the name of each ***nominee*** who failed to attend an interview with the ***board*** or the ***nominations panel*** as required under Clause A5-4(5); and

(c) the name of each ***nominee*** who is assessed as fit and proper to be or act as a ***director*** by reference to the ***fit and proper policy***.

(8) The returning officer must reject the nomination of any ***nominee*** where:

(a) it appears to the returning officer that the **nominee** is not eligible under Rule 13.2 or the nomination does not otherwise comply with Clause A5-3(3); or

(b) *the **nominee** is named in the **board's** or the **nominations panel's** report as having failed to provide any or all of the information required under Clause A5-4(4); or*

(c) the ***nominee*** is named in the ***board's*** or ***nominations panel's*** report as having failed to attend the interview as required under Clause A5-4(5); or

(d) the ***nominee*** is not named in the ***board's*** or ***nominations panel's*** report as being fit and proper to be or act as a ***director***.

(9) The returning officer shall advise each ***nominee***, their proposers and the ***board*** whether a ***nominee's*** nomination has been accepted or rejected.

(10) Only a ***nominee*** whose nomination has been accepted by the returning officer becomes a ***candidate*** for election or appointment as a ***director*** to whom the remainder of this Appendix 5 applies.

A5-5 Proceeding with Election

(1) If the number of ***candidates*** is equal to or less than the number of positions to be filled:

(a) the ***general meeting*** may appoint each ***candidate*** as a ***director*** by passing a separate resolution at the AGM; and

(b) the election process otherwise set out in this Appendix is discontinued.

A4-6 Appointment of Scrutineer

(1) A ***candidate*** may appoint a scrutineer.

(2) The duties and responsibilities of scrutineers are:

(a) to observe the sorting, counting and recording of votes;

(b) to ensure that votes are correctly credited to the appropriate ***candidates***; and

(c) to raise any query with the returning officer regarding votes cast.

A4-7 Ballot Procedures

(1) The Board shall determine, from time to time, the ballot procedures.

(2) In making its determination, the board may among other things, decide:

(a) When voting opens and closes;

(b) The method of voting;

(c) The way in which votes will be counted; and

(d) The determination of informal votes.

A4-8 Procedures After Close of the Ballot

(1) As soon as practicable after the ballot closes and votes have been counted, the Returning Officer shall sign and deliver to the ***secretary*** a declaration of the ballot as to the:

(i) names of the ***candidates*** appointed as ***directors***;

(ii) votes cast for each ***candidate***; and

(iii) number of votes rejected as informal.

(2) The ***secretary*** must announce the results of the ballot at the next AGM.

(3) If a ***member*** gives the ***credit union*** a written request, the ***credit union*** must make available to any ***member*** a copy of the returning officer's declaration of the ballot.

A4-9 Irregularity in the Conduct of an Election

(1) Subject to sub-clauses (2) and (3), the ***candidates*** that the returning officer declares to have been appointed are appointed.

(2) If the ***secretary*** receives an objection to the ballot within 7 days of the ***secretary*** notifying members of the result of the ballot and the ***board*** is of the opinion that the objection is reasonable, it may resolve to declare the returning officer's declaration void.

(3) The returning officer must then conduct a further scrutiny in accordance with the Constitution the results of which prevail unless the ***board*** resolves to call a new poll by a unanimous resolution of all ***directors*** other than those appointed as a result of the ballot to which the objection relates.

A4-10 Direct Voting System

If the ***board*** has determined to provide a ***direct voting system*** in addition to a postal ballot:

(a) a member may vote by post or by direct vote, but may only vote once;

(b) the returning officer shall provide an interactive copy of the ballot paper in a secure online system to facilitate voting by electronic means and make available to members all information reasonably necessary to facilitate voting by electronic means. Requirements for an authenticating mark of the returning officer on the ballot paper shall not apply, but the returning officer must ensure that a member cannot a direct vote more than once in the election;

(c) a member who votes by direct vote must ensure that his or her vote is submitted to the returning officer in accordance with any instructions given for voting by electronic means;

(d) in respect of any direct vote received by the returning officer by electronic means, the returning officer must ensure that the fact that the ***member*** has voted is recorded;

(e) the returning officer must cause all direct votes to be recorded in such way that they cannot subsequently be identified with any particular member;

(f) if a member lodges both a vote by post and a ***direct vote***, then the returning officer must:

(i) if one of the votes is informal, accept the formal vote; and

(ii) if both votes are formal, accept the vote received first;

(g) the election procedures set out in the preceding Rules of Appendix 5 are deemed to be otherwise modified to the extent necessary to permit a direct vote