

Aboriginal Hostels Limited  
ACN 008 504 587  
(the Company)

Special resolution of sole member  
Passed under section 249B of the *Corporations Act 2001*

**1. Background**

The Commonwealth of Australia acting through and represented by the Minister for Indigenous Australians, is the sole member (Member) of the Company.

The Company, acting through its Member, proposes to repeal and replace its constitution by special resolution.

**2. Special resolution**

In accordance with sections 136(1)(b) and 136(2) of the Corporations Act 2001 and Article 20 of the current Company Constitution, the Member hereby resolves as a special resolution that the Company adopt the provisions of the constitution attached at Appendix A to this document, as the constitution of the Company, in substitution for the current constitution of the company, which is repealed.

**3. Date of effect**

For the purposes of section 137 of the Corporations Act 2001, the adoption of the new constitution and the repeal of the current constitution of the Company, takes effect from the date of this special resolution.

Dated: 3 August 2021



The Hon Ken Wyatt AM MP  
Minister for Indigenous Australians, as representative of the  
Member of the Company

# Constitution

of

## Aboriginal Hostels Limited

ACN 008 504 587

A not-for-profit public company limited by guarantee incorporated in  
the Australian Capital Territory

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# ABORIGINAL HOSTELS LIMITED

## 1. CONSTITUTION & TYPE OF COMPANY

### Constitution

- 1.1. This document, as amended from time to time in accordance with the *Corporations Act*, will be the *Constitution* of the *Company*.

### Company limited by guarantee

- 1.2. The *Company* is a not-for-profit public company limited by guarantee.

### Member's liability limited

- 1.3. The liability of the *Member* is limited and the *Member* undertakes to contribute such an amount as may be required, not exceeding \$2, to the *Company's* property if the *Company* is wound up while it is a *Member* and within one year after it has ceased to be a *Member*, for:
- (a) payment of the *Company's* debts and liabilities contracted before the time when it ceased to be a *Member*; and
  - (b) the costs, charges and expenses of winding up.

### Restriction on application of income and property

- 1.4. Except in circumstances of winding up, the income and property of the *Company* must be applied solely towards the promotion of the objects of the *Company* as set out at **article 4.1** and no part of them may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of a profit to the *Member* of the *Company*.
- 1.5. **Article 1.4** does not prevent the payment in good faith of:
- (a) reasonable and proper remuneration to the *Member*, a *Director*, the *Chief Executive Officer* or any other employee of the *Company* in return for any goods and services actually rendered to the *Company* by the *Member*, that *Director*, *Chief Executive Officer* or other employee as the case may be in the ordinary and usual course of business;
  - (b) reasonable and proper rent for premises demised or let by the *Member* to the *Company*; or
  - (c) any moneys payable by the *Company* to the *Commonwealth* under the terms of any relevant funding agreement or any other contractual arrangement or agreement.

## 2. REPLACEABLE RULES

- 2.1. To the extent permitted by law, the *Replaceable Rules* set out in the *Corporations Act* do not apply to the *Company*.

## 3. REGISTERED OFFICE

- 3.1. The registered office of the *Company* shall be situated in Canberra in the Australian Capital Territory.

#### **4. OBJECTS**

- 4.1. The *Company's* objects are to provide or facilitate safe, culturally appropriate and affordable accommodation for Indigenous Australians who need to be away from home to access services and economic opportunity.

#### **5. POWERS**

- 5.1. Subject to this *Constitution, Public Governance, Performance and Accountability Act 2013* (Cth) and the *Corporations Act*, the *Company* has the power to do all things necessary, convenient or incidental to carrying out the objects set out in **article 4.1**.

- 5.2. Notwithstanding **article 5.1**:

- (a) the *Company* shall not carry on any business or do any act or thing that is beyond the powers of the *Commonwealth* under the *Australian Constitution*, or which does not have as its primary objective assisting *Aboriginal and Torres Strait Islander* people; and
- (b) the *Company* and the *Directors* must comply with the *Public Governance, Performance and Accountability Act 2013* (Cth) and the *Aboriginal and Torres Strait Islander Act 2005* (Cth).

Note: Article 5.2 recognises that the *Commonwealth* is the sole *Member* of the *Company* and that there are limitations on the activities in which the *Commonwealth* may engage.

#### **6. MEMBER**

- 6.1. The sole *Member* of the *Company* is the *Commonwealth*.

#### **7. MEETINGS WITH THE MEMBER**

- 7.1. The *Board* may convene a *General Meeting* at such time and place as the *Board* thinks fit, but must be convened in accordance with the *Corporations Act*. The *Member* may also convene a *General Meeting*, but only in accordance with the *Corporations Act*. The *Member* may invite outsiders to attend a *General Meeting*.

#### **8. PROCEEDINGS AT MEETINGS WITH THE MEMBER**

- 8.1. Subject to the *Corporations Act*,
- (a) where the *Commonwealth* is the sole *Member*, the *Commonwealth* may pass a resolution (including a special resolution) without a *General Meeting* being held where the *Minister* (on behalf of the *Commonwealth*) signs the resolution and provides it to the *Company* for its records; and
- (b) to the extent permitted by law, any power exercisable by the *Company* may be exercised as provided for in article 8.1(a).
- 8.2. Any resolution made under this article 8 may be in the form of an electronic message.

## **9. DIRECTORS**

### **Number of Directors**

9.1. There shall be a minimum of 5 and a maximum of 9 *Directors*.

### **Appointment of Directors**

9.2. The *Minister* has exclusive power to, and may at any time by notice in writing to the *Company*, appoint or reappoint a person to be a *Director* for a period of up to three years. *Directors* may be reappointed.

9.3. A majority of *Directors* are to be persons who identify as Aboriginal or Torres Strait Islander.

9.4. Each *Director* shall hold office for the period of their appointment in accordance with **article 9.2**, or until such office is vacated in accordance with **article 13**.

9.5. A person must give the *Company* their consent in writing to act as a *Director* before being appointed.

### **Director may resign by giving written notice to the Company**

9.6. A *Director* may resign as a *Director* of the *Company* by giving a written notice of their resignation to the *Company*.

## **10. POWERS & DUTIES OF DIRECTORS**

### **Powers of Directors**

10.6. The business of the *Company* is to be managed by or under the direction of the *Directors*.

10.7. Except to the extent that the *Member* is required to exercise a power, the *Directors* may exercise all of the powers of the *Company* subject to the *Corporations Act*, the *Constitution* and the *Aboriginal and Torres Strait Islander Act 2005* (Cth).

### **Validity of acts of Directors**

10.8. All acts of *Directors* done in good faith will not be invalidated even if:

- (a) a *Director's* appointment is later found to have some defect; or
- (b) a *Director* was disqualified at the time of the act being done.

## **Director's Delegations**

- 10.9. Subject to **articles 10.10** and **10.11**, the *Board* may delegate any of its powers to a *Committee* established under **article 10.13**, an individual *Director* or an employee of the *Company* (such as the *Chief Executive Officer*) as they consider appropriate other than powers required by law to be dealt with by the *Directors* acting as a *Board*.
- 10.10. Any individual or *Committee* so formed that is delegated powers under **article 10.9** must exercise such powers in accordance with any conditions or directions determined by the *Directors*.
- 10.11. The *Board* may not delegate its power to delegate.

## **Appointment of attorney**

- 10.12. The *Board* may, by power of attorney, appoint any person or persons to be attorney or attorneys of the *Company* for the purposes and with the powers, authorities and discretions vested in or exercisable by the *Board* for the period and subject to the conditions they think fit.

## **Committees**

- 10.13. The *Board* may establish any *Committee* they think fit and may develop terms of reference and other such guidance to govern each *Committee's* operations.
- 10.14. A *Committee* may meet and adjourn and otherwise regulate its meetings as it thinks fit.

## **Negotiable instruments**

- 10.15. Any two *Directors* or a *Director* and the *Secretary* of the *Company* may sign, draw, accept, endorse or otherwise execute a negotiable instrument.
- 10.16. Two *Directors* or a *Director* and the *Secretary* may determine that a negotiable instrument may be signed, drawn, accepted, endorsed or otherwise executed in a different way.

## **11. CHIEF EXECUTIVE OFFICER**

### **Appointment of Chief Executive Officer**

- 11.6. There is to be a *Chief Executive Officer* of the *Company*.
- 11.7. The *Chief Executive Officer* is to be appointed by the *Board* after consulting with the *Minister*.
- 11.8. The *Chief Executive Officer* may be appointed or reappointed for a period of not more than five years in accordance with **Article 11.7**.

### **Powers of Chief Executive Officer**

- 11.9. The Chief Executive Officer will:
- (a) be the chief executive officer of the *Company*;
  - (b) act consistently with the objects of the *Company*;

- (c) use their best endeavours at all times to enhance the good name of the *Company*;
- (d) in as far as the resources available permit, implement the policies of the *Board*; and
- (e) exercise such other functions, duties and responsibilities as may be determined by the *Board* from time to time.

### **Remuneration of the Chief Executive Officer**

11.10. The *Chief Executive Officer* is to be paid such remuneration as is provided for by any applicable determination of the Remuneration Tribunal under the *Remuneration Tribunal Act 1973* (Cth), or, if there is no applicable determination, such remuneration that the *Board* determines.

### **Termination of appointment of Chief Executive Officer**

11.11. The appointment of a *Chief Executive Officer* terminates:

- (a) at the expiration of a fixed term if so defined in a written contract; or
- (b) if the *Board* removes the *Chief Executive Officer* from that office after consulting with the *Minister* (which subject to any contract between the *Company* and the *Chief Executive Officer*, the *Board* has power to do), whether or not the appointment was expressed to be for a specified term.

## **12. SECRETARY**

12.6. There is to be a *Secretary* of the *Company* who is to be appointed by the *Board*.

12.7. The appointee for the position of *Secretary* must give the *Company* their consent in writing to act as a *Secretary* before being appointed.

12.8. The *Board* may suspend or remove a *Secretary* from that office.

12.9. The *Secretary* is to report to and take directions from the *Chief Executive Officer*.

12.10. The *Secretary* is to be engaged as a Senior Executive Service Officer under the *Public Service Act 1999* (Cth).

12.11. The *Secretary* holds office with the powers, duties and authorities, as determined by the *Board*.

## **13. VACATION OF OFFICE**

13.6. In addition to the circumstances in which the office of a *Director* becomes vacant set out in the *Corporations Act* and otherwise subject to this *Constitution*, the office of a *Director* will become vacant if:

- (a) the *Director* becomes bankrupt or insolvent or makes any arrangement or composition with their creditors generally;
- (b) the *Director* is or becomes ineligible to be a director of the *Company* under the *Corporations Act* or the *Australian Charities and Not-for-profits Commission Act 2012* (Cth);
- (c) the *Director* resigns their office by notice in writing to the *Company*;
- (d) the *Director* dies or becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (e) the *Director's* appointment expires or is revoked by the *Minister*;
- (f) the *Director* fails to attend 3 consecutive meetings of the *Board* without leave of absence from the other *Directors*;



- (g) the *Director* has a direct or indirect material personal interest in any contract or proposed contract with the *Company* and fails to declare the nature of that interest at a meeting of the *Directors* as soon as practicable after the relevant facts have come to the *Director's* notice; or
- (h) the *Director* is removed by a resolution of the *Member*.

13.7. The *Board* must, within 14 days of being notified or otherwise becoming aware of a vacancy in the office of a *Director*, notify the *Minister* in writing of that vacancy.

## 14. MEETINGS OF THE DIRECTORS

### Circulating resolutions

14.6. The *Board* may pass a resolution without a *Directors' meeting* being held if all *Directors* entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

14.7. For the purposes of **article 14.6**:

- (a) separate copies of a document may be used for signing by *Directors* if the wording of the resolution and statement is identical in each copy;
- (b) the resolution is passed when the last *Director* signs; and
- (c) any document referred to in, or signature required by, this may be in the form of an electronic transmission; and
- (d) where a signature is required, a document will be deemed to have been signed by a *Director*, if the *Director* has given a written notice (including by email, fax or other electronic means) setting out the resolution and signifying the *Director's* assent to the resolution, to the *Chairperson* or the *Secretary*.

### Calling Directors' meetings

14.8. The *Directors* may meet for the dispatch of business, adjourn and otherwise regulate its proceedings as they think fit.

14.9. On the request of a *Director* giving reasonable notice, the *Secretary* shall at any time summon a meeting of the *Directors* by notice served upon each *Director*.

14.10. A *Directors' meeting* may be called or held by using any technology consented to by all the *Directors*. The consent may be a standing consent. A *Director* may only withdraw consent a reasonable time before the meeting.

### Quorum of Directors

14.11. A quorum for a *Directors' meeting* is a majority of the total number of *Directors* holding office at the time of the meeting. The quorum must be present for the whole of the meeting.

### Passing of Directors' resolutions

14.12. A resolution of the *Directors* must be passed by a majority of the votes cast by *Directors* in attendance at the meeting and entitled to vote on the resolution.

14.13. The chair of the *Directors' meeting* appointed under **article 17** has a casting vote if necessary in addition to any vote they have in their capacity as a *Director*.

## **Voting and attendance restrictions on Directors**

14.14. A *Director* who has a material personal interest in a matter that relates to the affairs of the *Company* must give other *Directors* notice of the interest in accordance with section 191 of the *Corporations Act*.

14.15. Where a *Director* has a material personal interest in the outcome of a vote, the participation of that *Director*, both in the vote and in the meeting at which the vote takes place, shall be governed by the procedures set out in section 195 of the *Corporations Act*.

## **15. MINUTES OF MEETINGS & OTHER MATTERS**

15.6. The *Directors* shall cause minutes to be made within one month of:

- (a) all appointments of *Directors* made by the *Commonwealth* pursuant to **article 9** and of all appointments of officers made by the *Directors*;
- (b) the names of *Directors* present at each *Directors' meeting*;
- (c) all proceedings and resolutions of *Directors' meetings*;
- (d) all proceedings and resolutions of the *Member*; and
- (e) resolutions passed by *Directors* without a meeting.

15.7. The *Company* must ensure that minutes of *Directors' meetings* are signed within a reasonable period after the meeting by the chair of the meeting at which the proceedings were held or by the chair of the next meeting.

15.8. The *Company* must ensure that minutes of the passing of a resolution by the *Board* without a meeting are signed or confirmed by any other appropriate means by a *Director* within a reasonable time after the resolution is passed.

15.9. The *Company* must keep its minute books at its registered office, its principal place of business or another place approved by ASIC.

15.10. A minute that is so recorded and signed is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.

## **16. DIRECTOR'S REMUNERATION**

16.6. The remuneration of *Directors* is to be determined by the Remuneration Tribunal under the *Remuneration Tribunal Act 1973* (Cth) or, if there is no applicable determination, such remuneration as determined by the *Minister*.

## **17. CHAIRING DIRECTORS' MEETINGS**

17.6. The *Minister* must appoint a *Director* from amongst the *Directors* to be the *Chairperson* on any terms and conditions the *Minister* thinks fit.

17.7. The *Minister* may appoint a *Director* from amongst the *Directors* to be the *Deputy Chairperson* on any terms and conditions the *Minister* thinks fit.

17.8. The *Minister* may remove the *Chairperson* or the *Deputy Chairperson* from that office by giving notice to the relevant office holder.

- 17.9. The *Chairperson* or the *Deputy Chairperson* can resign their office by providing one month's written notice to the *Company*.
- 17.10. The resignation or removal of the *Chairperson* or the *Deputy Chairperson* from that office does not, of itself, affect that person's continuing role as a *Director*.
- 17.11. The *Chairperson* will chair all *Directors'* meetings at which they are present. If the *Chairperson* is not present, the *Deputy Chairperson* will chair the meeting.
- 17.12. Subject to **articles 17.8** and **17.9**, the *Chairperson* and the *Deputy Chairperson* hold office for the period specified by the *Minister* or so long as they remain a *Director*, whichever period is shorter.
- 17.13. If:
- (a) there is no *Chairperson* or *Deputy Chairperson* present at a *Directors'* meeting;
  - (b) the *Chairperson* or *Deputy Chairperson* is not present at a meeting within 10 minutes of the time appointed for the commencement of the *Directors'* meeting; or
  - (c) the *Chairperson* or *Deputy Chairperson* is unable or not willing to act as chair of a *Directors'* meeting,
- the *Directors* present at the meeting can appoint a *Director* who is present to chair the *Directors'* meeting.

## **18. INDEMNITY AND INSURANCE**

- 18.6. To the extent permitted by law, the *Company* indemnifies every person who is or has been a *Director*, *Secretary*, or *Executive Officer* of the *Company*, and may indemnify every person who is or has been an auditor of the *Company*, against:
- (a) any liability incurred by that person in their capacity as a *Director*, *Secretary*, auditor or *Executive Officer* of the *Company* other than a liability;
    - (i) owed to the *Company* or a related body corporate, or
    - (ii) for a pecuniary penalty order under section 1317G or a compensation order under section 1317H of the *Corporations Act*, or
    - (iii) that is owed to someone other than the *Company* or a related body corporate which did not arise out of conduct in good faith; and
  - (b) any liability for legal costs incurred by that person in their capacity as a *Director*, *Secretary*, auditor or *Executive Officer* of the *Company* other than:
    - (i) in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under **article 18.6(a)**; or
    - (ii) in defending or resisting criminal proceedings in which the person is found guilty; or
    - (iii) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (except in relation to costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing proceedings for a court order); or
    - (iv) in connection with proceedings for relief to the person under the *Corporations Act* in which the Court denies the relief.
- 18.7. To the extent permitted by law, the *Company* may, where the *Directors* consider 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 a *Director*, *Secretary*, auditor or *Executive Officer* of the *Company*, against:

- (a) any liability incurred by that person in their capacity as a *Director*, *Secretary*, auditor or *Executive Officer* of the *Company* other than a liability which arises out of:
  - (i) conduct involving a willful breach of duty in relation to the *Company*; or
  - (ii) a contravention of section 182 (Use of Position) or section 183 (Use of Information) of the *Corporations Act*; and
- (b) any liability for legal costs incurred by that person in their capacity as a *Director*, *Secretary*, auditor or *Executive Officer* of the *Company* in defending proceedings, whether civil or criminal, whatever their outcome, and without the qualifications set out in **article 18.7(a)(i) and 18.7(a)(ii)**.

18.8. The insurances referred to in **article 18.7** (including all other *Company* Insurances) must be obtained from Comcover, unless specifically exempted, while AHL is classified in the General Government Sector and Government policy requires such bodies to be insured through Comcover.

## 19. MISCELLANEOUS

### Accounts

- 19.6. The *Directors* shall cause proper accounting and other records to be kept and shall distribute copies of profit and loss accounts and balance sheets as required by the *Corporations Act*.
- 19.7. The accounting and other records referred to in **article 19.6** shall be kept at the registered office of the *Company*, or at such other place as the *Directors* think fit, and shall at all times be open to inspection by the *Directors* or the *Member*.

### Banking Accounts

- 19.8. The *Company* must pay all money received by it into an account maintained by it with an *Approved Bank*.
- 19.9. The *Company* may invest money of the *Company* that is not immediately required for the purposes of the *Company*:
- (a) on deposit with an *Approved Bank*;
  - (b) in securities of the *Commonwealth* or of a State or Territory;
  - (c) in securities guaranteed by the *Commonwealth*, a State or Territory; or
  - (d) in any other form of investment authorised by the *Member* in writing.

In this article:

'*Approved Bank*' means:

- (a) the Reserve Bank of Australia;
- (b) an authorised deposit-taking institution as defined in subsection 5(1) of the *Banking Act 1959* (Cth); or
- (c) a bank established by or under a State Act

### Notices

- 19.10. A notice under this *Constitution* may be given to the *Company*, the *Directors* or the *Secretary* by:
- (a) delivering it personally to the *Company's* registered office;

- (b) sending it by mail to the to the *Company's* registered office or to another address notified by *Company* for notice to be provided; or
- (c) sending it by electronic message to an electronic address as notified by the *Company* to the *Member*.

19.11. A notice under this *Constitution* may be given by the *Company* to the *Member* by:

- (a) mail to the address notified to the *Company* by the *Member* from time to time; or
- (b) sending it by electronic message to an electronic address notified by the *Member* to the *Company*.

19.12. A notice under this *Constitution* is deemed to be effected:

- (a) if it is delivered personally, upon delivery to the relevant address;
- (b) if sent by mail, upon delivery to the relevant address;
- (c) if sent by electronic message, upon actual receipt by the addressee.

19.13. A notice received after 5.00pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effect on the next Business Day in that place.

## **20. REPRESENTATIVE**

20.6. The *Commonwealth*, as a body politic, may by written notice to the *Secretary* appoint a person holding, occupying or performing the duties of a specified office or position to act as its representative in any matters connected with the *Company*, including exercising all or any of the powers the body politic may exercise and subject to any restrictions set out in the appointment.

20.7. Unless otherwise notified to the *Secretary* by the *Commonwealth*, the *Minister* may act as the *Commonwealth's* representative.

20.8. The *Commonwealth* may by written notice to the *Secretary* remove an individual or person as its representative.

## **21. SURPLUS ASSETS ON WINDING UP**

21.6. If upon winding up or dissolution of the *Company* there remains, after satisfaction of all its debts and liabilities, any property, the same shall be paid or transferred to the *Commonwealth* and shall thereafter be applied to another charitable organisation with similar purposes in such a manner as the *Minister* shall direct.

21.7. The *Company* shall take steps to wind up its affairs as soon as practicable after receiving a written notice from the *Minister* that in their opinion such a course is, in the circumstances, necessary or desirable.

## **22. VARIATION OR AMENDMENT OF CONSTITUTION**

22.6. The whole or any part of this *Constitution* may be varied, amended or repealed by the passing of a special resolution.

## 23. DEFINITIONS

23.6. In this *Constitution*, unless the contrary intention appears:

'*Aboriginal*' means a person who is a member of the Aboriginal race of Australia;

'*ASIC*' means the Australian Securities and Investments Commission;

'*Australian Constitution*' means the *Commonwealth of Australia Constitution Act*;

'*Business Day*' means a weekday other than a public holiday in the place specified or, if no place is specified, in the Australian Capital Territory.

'*Chairperson*' means the *Chairperson* appointed under **article 17**;

'*Chief Executive Officer*' means a person appointed by the *Directors* under **article 11** and has the same meaning as the person appointed to Aboriginal Hostels Limited under section 200(2) of the *Aboriginal and Torres Strait Islander Act 2005* (Cth);

'*Committee*' means a committee of *Directors* constituted under **article 10.13**;

'*Commonwealth*' means the Commonwealth of Australia;

'*Company*' means the Aboriginal Hostels Limited (ACN 008 504 587);

'*Constitution*' means this document as amended from time to time;

'*Corporations Act*' means the *Corporations Act 2001* (Cth);

'*Director*' means an individual occupying the position of *Director* of the *Company*;

'*Directors*' or '*Board*' means all or some of the *Directors* acting as a board;

'*Deputy Chairperson*' means the *Deputy Chairperson* appointed under **article 17**;

'*Executive Officer*' means a person (other than a *Director*, the *Secretary*, or their representatives) who:

- (a) makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the *Company*; or
- (b) has the capacity to affect significantly the *Company's* financial standing.

'*General Meeting*' means a meeting of the *Members*;

'*Member*' means a person described as a *Member* of the *Company* in **article 6** and includes a *Member* present by proxy;

'*Minister*' means the Commonwealth Minister for Aboriginal and Torres Strait Islander Affairs or the person acting in that position from time to time or the Commonwealth Minister who from time to time is responsible for the *Company*;

'*Replaceable Rules*' means the provisions referred to in section 141 of the *Corporations Act*;

'Secretary' means a person appointed under **article 12** to perform any of the duties of *Secretary of the Company*;

'*Torres Strait Islander*' means a descendant of an Indigenous inhabitant of the Torres Strait Islands.

23.7. In this *Constitution*, unless the contrary intention appears:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) words or expressions that are italicised have the meaning given by **article 23.6**;
- (d) words or expressions defined in the *Corporations Act* have the same meaning;
- (e) headings do not affect construction or interpretation;
- (f) a reference to a person includes a body corporate and a body politic;
- (g) an expression in an article that deals with a matter dealt with by a particular provision of the *Corporations Act* has the same meaning as in that provision; and
- (h) in the event of inconsistency between the *Constitution* and the *Corporations Act*, the *Corporations Act* will prevail to the extent of any inconsistency.