AUSTRALIAN KENDO RENMEI LTD

ACN 698 998 159

Kendo • Iaido • Jodo

Constitution

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TABLE OF CONTENTS

Constitution 3
1. Name of Company 3
   1.1. Name of Company 3
2. Definitions and Interpretation 3
   2.1. Definitions 3
   2.2. Interpretation of the language 6
   2.3. Corporations Act 6
   2.4. Interpretation of the Constitution 6
3. Objects 7
   3.1. FIK as the sporting authority for the Arts 7
   3.2. National Sports Organisation (NSO) as the sporting authority in Australia 7
   3.3. Company Objectives 7
4. Powers 8
   4.1. Powers 8
5. Income and Property of the Company 8
   5.1. Sole Purpose 8
   5.2. Payments to Members 8
6. Membership 9
   6.1. Categories of Members 9
   6.2. Admission of Members 9
   6.3. Member States 9
   6.4. Life Members 12
   6.5. Member State 12
   6.6. Clubs and Individual Members 12
   6.7. General 13
   6.8. Limited Liability 13
7. Cessation of Membership 13
   7.1. Cessation 13
   7.2. Resignation 14
   7.3. Forfeiture of Rights 14
8. Grievances and Discipline of Members 14
   8.1. Jurisdiction 14
9. Policies 14
   9.1. Adoption of Policies 14
   9.2. Making and amending Policies 15
   9.3. Effect of Policies 15
10. Sanctions and Termination of Membership 15
   10.1. Sanctions for Discipline of Member States 15
   10.2. Termination of Membership of Member States 15
11. Fees and Subscriptions 16
   11.1. Membership Fee 16
   11.2. Non-Payment of Fees 16
   11.3. Deferral or reduction of subscriptions 16
12. General Meetings 17
   12.1. Annual General Meeting 17
   12.2. Power to convene General Meeting 17
   12.3. No Other Business 17

12.4. Cancellation or postponement of General Meeting 17
12.5. Written notice of cancellation or postponement of General Meeting 17
12.6. Contents of a notice postponing a General Meeting 18
12.7. Number of Clear Days for postponement of General Meeting 18
12.8. Business at postponed General Meeting 18
12.9. Representative at postponed General Meeting 18
12.10. Non-receipt of notice 18
12.11. Right to appoint a representative 18
13. Proceedings at General Meeting 19
13.1. Number for a quorum 19
13.2. Requirement for a quorum 19
13.3. Quorum and time 19
13.4. Adjourned meeting 19
13.5. Chairperson to preside over General Meetings 19
13.6. Conduct of General Meetings 20
13.7. Adjournment of General Meeting 20
13.8. Notice of adjourned meeting 20
13.9. Votes and results 20
13.10. General Board 21
13.11. Votes of Members 21
13.12. Election of Directors 22
13.13. Resolutions not in General Meeting 22
14. Stakeholder Forum 22
14.1. Power to convene Stakeholder Forums 22
14.2. Notice of Stakeholder Forums 22
14.3. Conduct of a Stakeholder Forum 23
15. Directors 23
15.1. Number of Directors 23
15.2. First Directors and Transitional Provisions 23
15.3. Eligibility 23
15.4. Nominations Committee 24
15.5. Term of office of Directors generally 25
15.6. Office held until end of meeting 25
15.7. Elected Director elected at General Meeting 25
15.8. Maximum consecutive years in office for Directors 25
15.9. Casual vacancy in ranks of Elected Directors 26
15.10. Appointed Directors 26
15.11. Remuneration of Directors 26
15.12. Removal of Director 26
15.13. Vacation of office 26
15.14. Alternate Director 27
16. Powers and Duties of Directors 27
16.1. Directors to manage the Company 27
16.2. Specific powers of Directors 27
16.3. Time or date of actions 27
16.4. Appointment of an attorney 27
16.5. Provisions in a power of attorney 27
16.6. Delegation of powers 27
16.7. Code of Conduct and Board Charter 28
16.8. Strategic Plan 28
17. Proceedings of Directors 28
17.1. Directors' meetings 28
17.2. Questions decided by majority 28

17.3. Quorum 28
17.4. Effect of vacancy 28
17.5. Convening meetings 29
17.6. Election of Chairperson 29
17.7. Circulating resolutions 29
17.8. Validity of acts of Directors 29
17.9. Directors' Interests 30
17.10. Minutes 30
18. Virtual Meetings of the Company 30
18.1. Virtual Meeting 30
18.2. Conduct of Virtual Meeting 30
19. Chief Operations Officer 31
19.1. Appointment of a Chief Operations Officer 31
19.2. Powers, duties and authorities of a Chief Operations Officer 31
19.3. Suspension and removal of a Chief Operations Officer 31
19.4. Delegation by Directors to a Chief Operations Officer 31
19.5. Chief Operations Officer to attend meetings 31
20. Company Secretary 32
20.1. Appointment of a Company Secretary 32
20.2. Suspension and removal of a Company Secretary 32
20.3. Powers, duties and authorities of a Company Secretary 32
21. Committees 32
21.1. Committees 32
21.2. Powers delegated to Committees 32
21.3. Committee meetings 32
21.4. Audit, Finance, and Risk (AFR) Committee 32
21.5. Kendo Committee, Iaido Committee, and Jodo Committee 32
22. Records 32
22.1. Inspection of Records 32
23. Accounts 33
23.1. Accounting Records 33
23.2. Auditor 33
24. Service of Documents 33
24.1. Document includes notice 33
24.2. Methods of service on a Member 33
24.3. Methods of service on the Company 33
24.4. Post 33
24.5. Electronic transmission 33
25. Indemnity 34
25.1. Indemnity of officers 34
25.2. Insurance 34
25.3. Deed 34
26. Winding Up 34
26.1. Contributions of Members on winding up 34
26.2. Excess property on winding up 35
Schedule 1. Life Membership 0
Schedule 2. Finance 1
Schedule 3. Arts Committees 2
Schedule 4. First Appointed Directors 4

Constitution

1. NAME OF COMPANY

1.1. Name of Company

(a) The name of the Company is the ***Australian Kendo Renmei Ltd***, otherwise referred to as ***Australian Kendo Renmei***, or abbreviated as ***AKR***.

(b) The Company is a *Company Limited by Guarantee*, incorporated under the *Corporations Act 2001 (Cth)*, **ACN 698 998 159**.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

In this Constitution, unless the context requires otherwise:

Act means the *Corporations Act*.

AFR Committee means the *Audit, Finance, and Risk Committee* established by the Directors under **clause 21.4.**

AGM means the *Annual General Meeting* of the Company, required to be held by the Company in each calendar year under the *Corporations Act*.

AJKF means the *All Japan Kendo Federation*, which is the Japanese affiliate of the **FIK**.

AOKF means the *Asia Oceania Kendo Federation*, the governing body for the Art of Kendo and related disciplines across Asia and Oceania, which is regional zone federation under the **FIK**.

AKR means the *Australian Kendo Renmei*, referring to this **Company**.

Appointed Director means a Director appointed in this Company under **clause 15.10**.

Arts means the arts or sports of ***Kendo***, ***Iaido***, and ***Jodo***.

Arts Committee means the *Kendo Committee*, *Iaido Committee*, and/or *Jodo Committee* admitted to the Company under **clause 6.1**.

ASC means the *Australian Sports Commission*, the sole national sporting authority in Australia entitled to make and enforce regulations in the **Arts**.

Board means the body managing the Company, consisting of the **Directors**.

Chairperson or **Chair** means the person elected as the Chair of the Company under **clause 17.6**. The Chairperson shall fulfil the role of the *President* for all purposes as required (e.g. liaise with international bodies including the **FIK** and **AJKF**).

Club means a club, *dojo*, or other entity that is a member of the respective **Member State**, where one or more of the Arts are practiced.

Clear Days mean the whole days within a specified period, excluding the first and last days of the period.

COO means the *Chief Operations Officer* of the Company appointed by the Directors under **clause 19**.

Committee means a committee established by the Directors under **clause 21**.

Company means this Company, the *Australian Kendo Renmei Ltd* (ACN 698 998 159).

Company Secretary means a person appointed as a company secretary of the Company by the Directors under **clause 20**.

Constitution means this constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this constitution.

Corporations Act means the *Corporations Act 2001 (Cth)* as amended from time to time, and includes any regulations made under the Act and any exemption or modification to the Act that applies to the Company.

Director means a director of the Company, who is a member of the Board, and includes **Elected Directors** and **Appointed Directors**.

Directors mean, as the case requires, all or some of the Directors acting together as a Board in accordance with their powers and authority under this Constitution.

Dojo means a place or association where one or more of the Arts are practiced. For the purpose of this document, the term shall be synonymous to **Club**.

Elected Director means a Director elected under **clause 15.7**.

FIK means the *International Kendo Federation*, the international federation for the **Arts**.

Financial Year means a period of 12 months commencing on 1 July and ending on 30 June each year.

First Appointed Directors mean the persons referred to in **clause 15.2**.

First Elected Directors mean the persons referred to in **clause 15.2**.

Full Term means a three-year term in the case of an **Elected Director**; or in the case of an **Appointed Director**, the term for which they were appointed at the relevant time.

General Meeting means a general meeting of Members, and includes the **AGM**.

Grants means a sum of money given to a **Member**, **Club**, **Member State**, or entity for an approved particular purpose.

Iaido means the Art of Iaido in all of its forms, disciplines, and variations; including as recognised and regulated by the AJKF and FIK from time to time.

Iaido Committee means the committee of that name established by **clause 21**.

Individual Member means a person who has applied for and been granted membership by the Company under clause 6.6.

Intellectual Property means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Company; or any activity of or conducted, promoted, or administered by the Company.

Jodo means the Art of Jodo in all of its forms, disciplines, and variations; including as recognised and regulated by the AJKF and FIK from time to time.

Jodo Committee means the committee of that name established by **clause 21**.

Junior Member means an Ordinary Member who is below eighteen (18) years of age.

Kendo means the Art of Kendo in all of its forms, disciplines, and variations; including as recognised and regulated by the FIK from time to time.

Kendo Committee means the committee of that name established by **clause 21**.

Life Member means a person admitted to the Company as a life member under **clause 6.4**.

Member means a person who is a recognised member of the Company; including an **Ordinary Member**, **Junior Member**, and **Life Member** of a Member State of the Company under **clause 6**.

Membership Year means a period of 12 months commencing on 1 July and ending on 30 June each year, in which a person may be recognised as a **Member**.

Member State means an organisation, association, or entity representing their respective state or territory, affiliated to this Company; usually a legal entity recognised by the Company under **clause 6.3** as representing a state or territory.

Name refers to the name of the Company, the *Australian Kendo Renmei Ltd*.

Nominations Committee means the Nomination Committee established by the Directors under **clause 15.4.**

Objects mean the objects of the Company in **clause 3**.

Official Position means, in connection with a body corporate or organisation, a person who:

(a) holds a position, whether elected or appointed, as president, vice president, secretary, treasurer, director or equivalent of that body corporate or organisation; or (e.g. president, board positions etc).

(b) has, directly or indirectly, a material ownership or financial interest in that body corporate or organisation.

Ordinary Member means a recognised member of a **Club** and **Member State**, and for whom a Club and Member State has paid affiliation fees to the Company, and such fees have been received by the Company. An Ordinary Member who is below eighteen (18) years of age is considered a **Junior Member**.

Policy means a policy made under **clause 9.**

President means the **Chairperson**.

Registration means registration of an individual Member, Club, and Member State; such registration being in the form of a signed application form, whether in hard copy or by electronic means of acceptance; and, in the case of Individual Members, their consent to membership of the Company as required by **clause 6**. **Registered** has a corresponding meaning.

Representative means a person appointed in accordance with the Corporations Act to represent a **Member State** or **Club** at a General Meeting of the Company.

Renmei refers to this Company's name, the *Australian Kendo Renmei*.

State Body means an Incorporated Association Registered as a Member State and admitted to the Company under **clause 6.3**.

Sport means any of the Arts of ***Kendo***, ***Iaido***, and/or ***Jodo***.

Sporting Authority means that power delegated to the Company by the *International Kendo Federation* or FIK for the exclusive control and management of the Arts and Sport in Australia.

Special Resolution has the same meaning as that given to it in the Corporations Act.

Stakeholder Forum means a forum convened by the Directors under **clause 14**.

State refers to the States and Territories of Australia, which include New South Wales, Queensland, South Australia, Tasmania, Victoria, and Western Australia; as well as the Northern Territory and the Australian Capital Territory.

Statutes and Regulations mean the statutes and regulations of the FIK and the Company in force from time to time.

Virtual Meeting means a meeting held by telephone, video, or any other technology (or any combination of these technologies), that permits each Director at a meeting of Directors or each Voting Member at a meeting of members to communicate with any other participant.

Voting Member means, in relation to a General Meeting, those Members present and entitled to vote in accordance with **clause 6.1**.

2.2. Interpretation of the language

In this Constitution, unless the context requires otherwise:

(a) **Presence of a Member**: a reference to a Member present at a General Meeting means the Member present in person or by Representative;

(b) **Document**: a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;

(c) **Gender**: words importing any gender include all other genders;

(d) **Person**: the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;

(e) **Successors**: a reference to an organisation includes a reference to its successors;

(f) **Singular includes plural**: the singular includes the plural and vice versa;

(g) **Instruments**: a reference to a law includes regulations and instruments made under it;

(h) **Amendments to legislation**: a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;

(i) **Include**: the words include, includes, including and for example are not to be interpreted as words of limitation;

(j) **Signed**: where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;

(k) **Writing** and **written**: includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and

(l) **Headings**: headings are inserted for convenience and do not affect the interpretation of this Constitution.

2.3. Corporations Act

(a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.

(b) The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

2.4. Interpretation of the Constitution

(a) If any provision of this Constitution or any phrase contained in them is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, to the extent necessary, so as to be valid and enforceable. If the rule or phrase cannot be so read down it shall be severed to the extent of the invalidity or unenforceability. Such severance shall not affect the remaining provisions of this Constitution or affect the validity or enforceability of any provision in any other jurisdiction.

3. OBJECTS

3.1. FIK as the sporting authority for the Arts

(a) The *International Kendo Federation (FIK)* is the sole international sporting authority entitled to make and enforce regulations for the encouragement and control of the Arts and Sport. So that the above authority may be exercised in a fair and equitable manner, the FIK has drawn up the Statutes and Regulations governing the Arts and Sport.

(b) The Company shall be bound by the Statutes and Regulations of the FIK.

(c) Subject to such acquiescence and restraint, one single national federation per country shall be recognised by the FIK as the sole international sporting authority for the enforcement of the present Statutes and Regulations and control of the Art and Sport in its own country.

(d) The Company has been recognised by the FIK and delegated by the FIK with exercising the Sporting Authority for the Arts in Australia.

3.2. National Sports Organisation (NSO) as the sporting authority in Australia

(a) The *Australian Sports Commission (ASC)* is the sole national sporting authority entitled to make and enforce regulations in the Arts and Sport.

(b) The Company shall be bound by the Statutes and Regulations of the ASC.

(c) The Company has been recognised by the *National Sports Organisation (NSO)* and delegated by the NSO with exercising the Sporting Authority for the Arts in Australia.

3.3. Company Objectives

(a) The Objects of the Company shall be to:

(i) adopt and exercise a recognition as the Sporting Authority as the national federation for the Arts and Sport in Australia, and to act as the sole Australian-affiliated member of the FIK in accordance with the Statutes and Regulations;

(ii) conduct, encourage, promote, advance, control and manage all levels of the Arts and Sport in Australia interdependently with Members, and others;

(iii) adopt, formulate, issue, interpret and amend Policies for the regulation of the Arts and Sport in Australia;

(iv) to support and encourage integrity, ethics and values that promote community confidence in the Arts and Sport in Australia;

(v) act as the interface between the Arts and Sport and government and communicate with and advocate to government agencies and the public;

(vi) administer financial and other assistance provided by government or other public or private sources for the Arts and Sport;

(vii) prevent and address threats to the integrity of the Arts and Sport in Australia and support and encourage a national approach to matters relating to the integrity of the Arts and Sport in Australia;

(viii) encourage the provision and development of appropriate facilities for participation in the Arts and Sport;

(ix) maintain and enhance standards, quality and reputation of the Arts and Sport for the collective and mutual benefit and interests of members and the Arts and Sport;

(x) promote the Sport and the Arts for commercial, government and public recognition and benefits;

(xi) be the only body entitled to prepare and enter Australian teams in international Sport competitions;

(xii) promote, control, manage and conduct Arts and Sport events, examinations, gradings, awards, seminars, competitions and championships;

(xiii) educate, train and coach Members in the Arts and Sport, and promote good fellowship among them;

(xiv) support the aims, objects, and interests and co-ordinate and support the activities of the Member States;

(xv) encourage and promote widespread participation in the Arts and Sport and physical activity;

(xvi) ensure that all Arts and Sport in Australia are carried on in a manner that secures and enhances the safety of participants, officials, spectators and the public;

(xvii) use and promote the Intellectual Property;

(xviii) have regard to the public interest in its operations; and

(xix) undertake other actions or activities necessary, incidental or conducive to advance these Objects.

4. POWERS

4.1. Powers

(a) Solely for furthering the Objects under **clause 3**, the Company, in addition to the Sporting Authority and any other powers it has under the Corporations Act, has the legal capacity and powers of a not-for-profit company limited by guarantee as set out in section 124 of the Corporations Act.

5. INCOME AND PROPERTY OF THE COMPANY

5.1. Sole Purpose

(a) The income and property of the Company will only be applied towards the promotion of the Objects of the Company.

5.2. Payments to Members

(a) No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

(i) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or

(ii) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or

(iii) of reasonable rent for premises let to the Company by them,

(iv) or by way of Grants.

6. MEMBERSHIP

6.1. Categories of Members

(a) Members of the Company shall fall into one of the following categories:

(i) Member States that, subject to this Constitution, shall have the right to receive notice of, attend, and vote at General Meetings;

(ii) Arts Committees, that, subject to this Constitution, shall have the right to receive notice of, attend, and vote at General Meetings;

(iii) Clubs, which subject to this Constitution, shall have the right to receive notice of General Meetings and National Council Meetings. A representative of each Club may attend as an observer, but not vote at General Meetings;

(iv) Life Members, that, subject to this Constitution, shall have the right to receive notice of and attend as an observer, but not vote, at General Meetings;

(v) Members, that, subject to this Constitution, shall have the rights to receive notice of and attend as an observer, but not vote, at General Meetings.

(vi) Such other category of Member as may be created by the Directors. Any category of Member created by the Directors under this clause may not be granted voting rights.

(vii) Such other guests as may be invited to attend meetings but will not be granted voting rights, for example Subject Matter Experts.

6.2. Admission of Members

(a) A person will become a Member, and the Directors will direct the Company Secretary to record their details in the Participants Database and the Register of Members only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and provided the Member has submitted an application, which is accepted by the Directors, in which the Member undertakes to:

(i) be bound by this Constitution, the Statutes and Regulations and the Policies (including Policies specific to the relevant category of Membership);

(ii) pay the fees and subscriptions determined to apply to the Member under **clause 11**; and

(iii) support the Company in the encouragement and promotion of its Objects.

(b) Upon becoming a Member, the Directors will direct the Company Secretary to record their name, street address and/or postal address, email address, Art(s), club name, grade, gender, date of birth, and date on which they became a Member, and the date when they ceased to be a member, in the Participants Database kept by the Company.

(c) The Register of Members kept by the Company will detail their name, postal address, and the date on which the Members name was entered in the register.

6.3. Member States

(a) Each Member State must take reasonable steps to ensure that its constituent document, and any amendments to those documents, are consistent with the Constitution and the Policies, to the extent permitted by the Corporations Act 2001 (Cth) and any applicable State or Territory legislation, which shall prevail to the extent of any inconsistency.

(b) Subject to clause (a) and to the extent permitted by law, the constituent documents and any proposed amendments to those documents of a member state must be submitted to the Company for approval before taking effect.

(c) The Company must not unreasonably withhold or delay approval of any constituent documents or amendments that are consistent with this Constitution, the Policies, and applicable law.

(d) Where an inconsistency exists (other than one required by law), the relevant Member State must, as soon as practicable, take lawful steps to rectify that inconsistency.

(e) To the extent permitted by law, if an inconsistency remains between the constituent documents of a Member State and this Constitution or the Policies, this Constitution and the Policies prevail to the extent of the inconsistency, to the Company.

(f) The constituent documents of each Member State must, to the extent permitted by law, require the Member State to notify and reasonably co-operate with the Company in relation to any serious, administrative, operational or financial difficulty affecting the Member State.

(g) Member States will:

(i) adopt policies relating to Member State membership criteria and benefits, provided those Policies are consistent with this Constitution and applicable law.

(ii) have objects that align with those of the Company as stated in **clause 3** and do all that is reasonably necessary to enable the Objects to be achieved, having regard to any legislation applicable to that Member State;

(iii) adopt, enforce and apply consistently, the Constitution and Policies of the Company and the Statutes and Regulations;

(iv) at all times, act for and on behalf of the interests of the Company, the Members, and the Arts and Sport;

(v) be responsible and accountable to the Company for fulfilling its obligations under the Company's strategic plan as revised from time to time;

(vi) provide the Company with copies of its audited accounts, annual report and associated documents immediately following its Annual General Meeting;

(vii) provide the Company with copies of its business plans and budgets from time to time as reasonably requested and within 21 calendar days of request by the Directors;

(viii) be bound by this Constitution and the Policies and the Statutes and Regulations;

(ix) act in good faith and loyalty to maintain and enhance the Company and the Arts and Sport, its standards, quality and reputation for the collective and mutual benefit of the Members and the Arts and Sport;

(x) at all times, operate with and promote mutual trust and confidence between the Company and the Members, promoting the economic and sporting success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects;

(xi) maintain a database of all clubs, officials and members Registered with it in accordance with the Policies and provide a copy to the Company upon reasonable request from time to time by the Directors in such means as may be required;

(xii) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Arts and Sport and its maintenance and development; and

(xiii) advise the Company as soon as practicable of any serious administrative, operational or financial difficulties, assist the Company in investigating those issues and cooperate with the Company in addressing those issues in whatever manner, including by:

(A) allowing the Company to appoint an administrator to conduct and manage its business and affairs; or

(B) allowing the Company itself to conduct all or part of the business or affairs of the relevant Member State,

and on such conditions as the Company considers appropriate.

(h) Constitutions of Member States

(i) Each Member State shall take all steps necessary to ensure its constituent documents conform, and amendments conform, with this Constitution and the Policies, subject to any prohibition or inconsistency in any legislation applicable to that Member State.

(ii) The constituent documents and any proposed amendments to the constituent documents of each Member State shall be subject to the approval of the Company.

(iii) It shall be the duty of the Company to approve, without delay, such constituent documents and proposed amendments to constituent documents as may be submitted by the Member States provided that the said constituent documents and proposed amendments conform to this Constitution or the Policies.

(iv) If the constituent documents do not conform to this Constitution or the Policies, the relevant Member State shall, without delay, take all steps necessary to address the inconsistency so that those documents conform to this Constitution and the Policies.

(v) For the avoidance of doubt, if any inconsistency remains between the constituent documents of a Member State (including its constitution and policies, however named) and this Constitution or the Policies, this Constitution and the Policies shall prevail to the extent of that inconsistency.

(vi) The constituent documents of a Member State must require the Member State to:

(A) advise the Company as soon as practicable of any serious administrative, operational or financial difficulties the Member State is having;

(B) assist the Company in investigating those issues; and

(C) cooperate with the Company in addressing those issues in whatever manner, including by allowing the Company to appoint an administrator to conduct and manage the Member State's business and affairs, or to allow the Company itself to conduct all or part of the business or affairs of the Member State and on such conditions as the Company considers appropriate.

(i) The Directors may develop and implement Policies which may set out the membership criteria to be met by Member States and the privileges and benefits of Member State membership in addition to those set out in this Constitution.

6.4. Life Members

(a) Life Membership is bestowed to an eligible Member, by the Company, in recognition of longstanding and valued service to the Arts and Sport in Australia, through a nomination and election process at any AGM by Special Resolution.

(b) A Member granted Life Membership, referred to as a Life Member, is to be recognised as a financial member with all relevant rights of an Ordinary Member, with no expiry date; until the Life Membership is revoked.

(c) The process for the nominations for Life Membership will be determined by the Board and relevant Arts Committee.

(d) The Policies will set out:

(i) the categories of Life Membership which exist;

(ii) the criteria to be met by each category of Life Member; and

(iii) the privileges and benefits of each category of Life Member in addition to those set out in this Constitution.

(e) A person may be posthumously recognised as a Life Member.

(f) Subject to **clause 6.2**, at the time of adoption of this Constitution, the first Life Members of the Company shall be the persons listed in **Schedule 1** to this Constitution.

6.5. Member State

(a) Only a legal entity may become a Member State, i.e. granted State Membership.

(b) The Company will recognise one Recognised State Association in each State or Territory as the controlling body of each of the Arts in that State or Territory.

(c) State Membership may be granted by the Directors in respect of an application made under **clause 6.3** on such terms and conditions as the Directors may see fit.

(d) State Membership may be suspended or cancelled by the Directors provided that the Directors comply with the procedure set out in the relevant Policy.

(e) The Policies will set out:

(i) the categories of State Membership that exist;

(ii) the criteria to be met by each category of State Member;

(iii) the privileges and benefits of each category of State Member in addition to those set out in this Constitution; and

(iv) the procedure for suspending or cancelling State Membership.

(f) Subject to **clause 6.3**, at the time of adoption of this Constitution, the first Member States of the Company shall be those entities recorded in the minutes of the relevant meeting.

6.6. Clubs and Individual Members

(a) An individual or person shall be recognised to be a Member of only one (1) Member State.

(b) No individual or Club shall be Registered with the Company as an Individual Member or Club respectively, except in accordance with **clause 6.5(f)**.

(c) The Company may, at its discretion, refuse to accept a person as an Individual Member or Club, and shall not be required or compelled to provide any reason for such rejection.

(d) Subject to **clause 6.6(b)**,

(i) an individual may apply to become an Individual Member of the Company;

(ii) A Life Member may apply to continue their membership as a Life Member of the Company; and

(iii) an entity may apply to become a Club Member of the Company,

and is subject to the provisions of this Constitution.

(e) In addition to the effect of membership set out in **clause 6.2**, an Individual Member, Life Member, and a Club must comply with this Constitution and the Policies and support the Company and the Objects.

(f) An Individual Member, Life Member, or Club is entitled to any benefits of membership prescribed to apply to Individual Members or Clubs respectively in the Policies.

6.7. General

(a) The Company must keep a register of all Members and Clubs in accordance with the Corporations Act.

(b) No Member whose membership ceases has any claim against the Company or the Directors for damages or otherwise arising from cessation or termination of membership.

(c) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.

(d) A Member must treat all staff, contractors and representatives of the Company with respect and courtesy at all times.

(e) A Member must not act in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company or the Arts and Sport, or both.

(f) Membership of the Company will always be at the discretion of the Board.

6.8. Limited Liability

(a) Members have no liability in that capacity except as set out in **clause 26**.

7. CESSATION OF MEMBERSHIP

7.1. Cessation

(a) A person ceases to be a Member on:

(i) Resignation, subject to **clause 7.2**;

(ii) death;

(iii) the termination of their membership according to this Constitution or the Policies;

(iv) a body corporate being dissolved or otherwise ceasing to exist; and

(v) without limiting the foregoing:

(A) in the case of Members who are not Member States, that Member no longer meeting the requirements for membership according to **clause 6**; and

(B) in the case of Members who are Member States, that Member ceasing to be a Member in accordance with **clause 9.1(d)**.

7.2. Resignation

(a) Subject to **clause 7.2(b)**, for the purposes of **clause 7.1**, a Member may resign as a member of the Company by giving 14 days written notice to the Directors.

(b) A Member may not resign where the Member is, at the time of notice being given, subject to disciplinary proceedings under **clause 9.1(c)**, including proceedings under a Policy. For the purposes of this clause, "subject to disciplinary proceedings" includes where a complaint or allegations have been made against, but not yet conveyed to, a Member.

(c) Where a Member State seeks to resign as a Member of the Company, the written notice must be accompanied by a copy of the special resolution passed by the Member State's members resolving that the Member State resign from the Company.

7.3. Forfeiture of Rights

(a) A Member who or which ceases to be a Member shall forfeit all right in and claim upon the Company or the Directors for damages or otherwise or claim upon its property including the Intellectual Property.

8. GRIEVANCES AND DISCIPLINE OF MEMBERS

8.1. Jurisdiction

(a) All Members will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether under the Policies or under this Constitution.

9. POLICIES

9.1. Adoption of Policies

(a) The Directors may make or adopt a Policy or Policies and provide them to the Stakeholders for ratification:

(i) for the hearing and determination of:

(A) complaints by a Member that feels aggrieved by a decision or action of the Company (or a Member State, Club, or Member); and

(B) disputes between Members relating to the conduct or administration of the Arts and Sport;

(ii) for the discipline of Members;

(iii) for the formation and administration of an appeals tribunal which must be independent of any party before it on the matter which is the subject of the appeal in question; and

(iv) for the termination of Members (except in respect of Member States).

(b) The Directors may, in making or adopting a Policy under (a), incorporate provisions within the Policy to exclusively govern its subject matter, to the exclusion of **clause 9.1(c)** and/or other Policies.

(c) The Directors in their sole discretion may refer an allegation (which in the opinion of the Directors is not vexatious, trifling or frivolous) by a complainant (including a Director or a Member) that a Member has:

(i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Policies or any other resolution or determination of the Directors or any duly authorised Committee; or

(ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company or the Arts and Sport, or both; or

(iii) prejudiced the Company or Arts and Sport or brought the Company or the Arts and Sport or themselves into disrepute,

for investigation or determination either under the procedures set down in the Policies or by such other procedure and/or persons as the Directors consider appropriate.

(d) Unless suspension is dealt with under a Policy, in which case the provisions regarding suspension in the applicable Policy apply, during investigatory or disciplinary proceedings under this **clause 9**, a respondent may not participate in the Arts and Sport, pending the determination of such proceedings (including any available appeal) unless the Directors decide continued participation is appropriate having regard to the matter at hand.

9.2. Making and amending Policies

(a) In addition to policies made under **clause 9.1**, the Directors may from time to time make policies that are required to be made under this Constitution; and

(i) that, in their opinion, are necessary or desirable for the control, administration and management of the Company's affairs and may amend, repeal and replace those policies.

(b) The Policies referred to in **clauses 9.1** and **9.2** will take effect 7 days after the service of the Policy on the Member and shall be in force and effect on that date.

9.3. Effect of Policies

(a) A Policy:

(i) is subject to this Constitution;

(ii) must be consistent with this Constitution;

(iii) when in force, is binding on all Members and has the same effect as a provision in this Constitution; and

(iv) may be overruled if a resolution to that effect is passed by the Members at a General Meeting.

10. SANCTIONS AND TERMINATION OF MEMBERSHIP

10.1. Sanctions for Discipline of Member States

(a) Without limiting matters that may be referred to in the Policies, any Member State that is determined by the Directors to have acted in a manner set out in **clause 9.1(b)** shall be liable for the sanctions set out in that Policy, including termination of Membership (which shall only take place in accordance with the procedure set out in this **clause**10.2.

10.2. Termination of Membership of Member States

(a) Subject to compliance with **clause 10.2(b)** (and the Policies), the Directors may recommend to a General Meeting to terminate the membership of a Member State.

(b) No recommendation can be made by the Directors under this clause unless all avenues of appeal available to the relevant Member State under the Policies have been exhausted.

(c) Upon recommendation from the Directors under **clause 10.2(a)**, a General Meeting may, by Special Resolution, terminate the membership of a Member State.

(d) Where the membership of a Member State is terminated in accordance with this clause, the Directors may admit another body, which meets the requirements in **clause 6.3**, as the Member State to represent the relevant state or territory.

11. FEES AND SUBSCRIPTIONS

11.1. Membership Fee

(a) The Directors must determine from time to time:

(i) the amount (if any) payable by an applicant for membership;

(ii) the amount of the annual subscription fee payable by each Member, or any category of Members;

(iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and

(iv) the payment method and the due date for payment.

(b) Each Member must pay to the Company the amounts determined under this clause in accordance with **clause 11.1(a)(iv)**.

(c) State Bodies and Clubs may also charge membership fees and subscriptions. These fees are not determined by the Company and are in addition to the Company fees and subscriptions.

11.2. Non-Payment of Fees

(a) Subject to **clause 6.3**, the right of a Member State to attend and vote at a General Meeting, hold gradings and seminars, and attend Company functions is suspended whilst the payment of any subscription or other amount determined under **clause 11** is in arrears for longer than 45 days.

11.3. Deferral or reduction of subscriptions

(a) The Directors may defer the obligations of a Member States to pay a subscription or other amount, or reduce (including to zero) the subscription or other amount payable by a Member, if the Directors are satisfied that:

(i) there are reasonable grounds for doing so;

(ii) the Company will not be materially disadvantaged as a result; and

(iii) the Member agrees to pay the deferred or (if greater than zero) the reduced subscription or other amount within a time fixed by the Directors.

(b) If the Directors defer or reduce a subscription or other amount payable by a Member under this **clause 11.3**, that Member will retain their rights to attend General Meetings, unless otherwise specified by the Directors.

12. GENERAL MEETINGS

12.1. Annual General Meeting

(a) AGMs of the Company are to be held:

(i) according to the Corporations Act; and

(ii) at a date and venue determined by the Directors.

12.2. Power to convene General Meeting

(a) The Directors may convene a General Meeting as they think fit and must do so if required by the Corporations Act. The Voting Members may convene a General Meeting in accordance with the Corporations Act. Notice of a General Meeting

(b) Notice of a General Meeting of Members must be given:

(i) to all Members entitled to attend the General Meeting, the Directors, and the auditor of the Company; and

(ii) in accordance with **clause 24** and the Corporations Act. At least 45 calendar days prior to the proposed date of the AGM, the Chief Operations Officer will request from Voting Members notices of motions, which must be received no less than 28 calendar days prior to the AGM at least 21 calendar days' notice of the time and place of a General Meeting must be given, together with: all information required to be included in accordance with the Corporations Act;

(iii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution.

(iv) where applicable, any notice of motion received from any Voting Member or Director in accordance with the Corporations Act; and

(v) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

12.3. No Other Business

(a) No business other than that stated in the notice of meeting may be transacted at a General Meeting.

12.4. Cancellation or postponement of General Meeting

(a) Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine.

(b) This clause does not apply to a General Meeting convened by:

(i) Members according to the Corporations Act;

(ii) the Directors at the request of Members; or

(iii) a court.

12.5. Written notice of cancellation or postponement of General Meeting

(a) Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

(i) each Member entitled to attend the General Meeting; and

(ii) each other person entitled to notice of a General Meeting under the Corporations Act.

12.6. Contents of a notice postponing a General Meeting

(a) A notice postponing a General Meeting must specify:

(i) the new date and time for the meeting;

(ii) the place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and

(iii) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

12.7. Number of Clear Days for postponement of General Meeting

(a) The number of Clear Days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of Clear Days' notice of that General Meeting required to be given by **clause ~~12.7~~ 12.7** or the Corporations Act.

12.8. Business at postponed General Meeting

(a) The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

12.9. Representative at postponed General Meeting

(a) Where:

(i) by the terms of an instrument appointing a Representative, that appointed person is authorised to attend and vote at a General Meeting on behalf of the appointing Member to be held on a specified date or at a General Meeting(s) to be held on or before a specified date; and

(ii) the date for the meeting is postponed to a date later than the date specified in the instrument,

then that later date is substituted for the date specified in the instrument appointing that appointed person, unless the appointing Member notifies the Company in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

12.10. Non-receipt of notice

(a) The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

12.11. Right to appoint a representative

(a) In accordance with the Corporations Act, each Voting Member is entitled to appoint an individual as their Representative to attend General Meetings, and to exercise the powers of the Voting Member in relation to resolutions to be passed without meetings. A Voting Member may appoint more than one Representative but only one Representative may exercise the Voting Member's powers at any one time.

(b) In addition to each Voting Member's appointed Representative, each Voting Member shall be entitled to appoint one further representative to attend meetings on their behalf but not vote. Authority given by appointment

(c) Unless the terms of the appointment specify to the contrary, an appointment by a Voting Member confers authority on a Representative:

(i) to agree to a General Meeting being convened by shorter notice than is required by the Corporations Act or by this Constitution.

(ii) to speak to any proposed resolution; and

(iii) to demand or join in demanding a poll on any resolution.

(d) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the Representative on how to vote on those resolutions, the appointment is taken to confer authority:

(i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions are not put or any similar motion.

(ii) to vote on any procedural motion; and

(iii) to act generally at the meeting.

(e) Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote:

(i) at the postponed or adjourned meeting; or

(ii) at the new venue.

13. PROCEEDINGS AT GENERAL MEETING

13.1. Number for a quorum

(a) The number of Voting Members (Member States and Arts Committees) who must be present and eligible to vote for a quorum to exist at a General Meeting is six (6).

13.2. Requirement for a quorum

(a) An item of business may not be transacted at a General Meeting unless a quorum is present at the commencement of, and remains throughout, the General Meeting.

13.3. Quorum and time

(a) If, within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:

(i) if convened by, or on requisition of, Members, is dissolved; and

(ii) in any other case stands adjourned to such other day, time and place as the chair determines.

13.4. Adjourned meeting

(a) If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those Voting Members then present shall constitute a quorum.

13.5. Chairperson to preside over General Meetings

(a) The Chairperson (President) is entitled to preside as chair at General Meetings. If a General Meeting is convened and there is no Chairperson (President), or the Chairperson (President) is not present within 15 minutes after the time appointed for the meeting, or is unable or unwilling to act, the following may preside as chair (in order of entitlement):

(i) a Director (or other person) chosen by a majority of the Directors present;

(ii) the only Director present; or

(iii) a Representative of a Voting Member that is entitled to vote and is chosen by a majority of the Voting Members present.

13.6. Conduct of General Meetings

(a) The chair:

(i) has charge of the general conduct of the meeting and of the procedures to be adopted;

(ii) may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and

(iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever they consider it necessary or desirable for the proper conduct of the meeting.

(b) A decision by the chair under this clause is final.

13.7. Adjournment of General Meeting

(a) The chair may, with the consent of any General Meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.

(b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.

(c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

13.8. Notice of adjourned meeting

(a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.

(b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

13.9. Votes and results

(a) Questions decided by majority

(i) Subject to the requirements of the Corporations Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

(b) Equality of votes

(i) Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried.

(c) Declaration of results

(i) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.

(ii) A declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the meetings of the Company, is conclusive evidence of the fact.

(iii) Neither the chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

(d) Poll

(i) If a poll is properly demanded in accordance with the Corporations Act or by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded.

(ii) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.

(iii) A demand for a poll may be withdrawn.

(iv) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

(e) Objection to voting qualification

(i) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):

(A) may not be raised except at that meeting; and

(B) must be referred to the chair, whose decision is final.

(ii) A vote not disallowed under the objection is valid for all purposes.

(f) Chair to determine any poll dispute

(i) If there is a dispute about the admission or rejection of a vote, the chair must decide it and the chair's decision made is final.

(g) Electronic voting

(i) Voting by electronic communication at General Meetings may be permitted from time to time in such instances as the Directors may determine and shall be held in accordance with procedures prescribed by the Directors.

13.10. General Board

The governing body of the Australian Kendo Renmei is the Elected Board.

13.11. Votes of Members

(a) At a General Meeting, on a show of hands and on a poll, each of the Voting Members shall have the votes set out in this clause.

(b) The Chairperson of the Kendo Committee, the Chairperson of the Iaido Committee, and the Chairperson of the Jodo Committee, or their representative, may exercise one (1) vote each at General Meetings.

(c) The number of votes which may be exercised by the representatives of a Member State at General Meetings is calculated in accordance to the total number of recognised Members of each respective Member State, as follows:

(i) between 1 and 20 Members: one (1) vote;

(ii) between 21 and 50 Members: two (2) votes;

(iii) between 51 and 100 Members: three (3) votes;

(iv) between 101 and 200 Members: four (4) votes;

(v) between 201 and 300 Members: five (5) votes;

(vi) between 301 or more Members: six (6) votes.

(d) No Member other than Member States and the Chairperson of the Kendo Committee, the Chairperson of the Iaido Committee, and the Chairperson of the Jodo Committee, or their delegate shall be entitled to vote at General Meetings.

13.12. Election of Directors

(a) Elections for Elected Directors shall be by the General Meeting via ballot in accordance with this clause at the relevant General Meeting on papers prepared by the Chief Operations Officer or a suitable independent Member.

(b) The ballot for an election to fill one or more Elected Director positions will be conducted in accordance with the following procedure:

(i) if at the close of nominations for an election to fill one or more Elected Director positions the number of eligible nominees is equal to or less than the number of positions to be filled, then no election is to take place and those eligible nominees will be taken to be elected to fill one or more of the Elected Director positions; and

(ii) if at the close of nominations for an election to fill one or more Elected Director positions there are more eligible nominees than the number of positions to be filled, a ballot will be conducted as a poll and the eligible nominee/s who receives the highest number of votes will be elected to fill the Elected Director positions. If two or more nominees get the same number of votes and at the relevant time there is only one Elected Director position to be filled then the COEO is to draw the name of one of those nominees by lot. That nominee is to be elected as an Elected Director.

13.13. Resolutions not in General Meeting

(a) If all Members entitled to vote sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the Company held at the time on which the document was signed by the last Member entitled to vote.

(b) For the purposes of **clause 13.13(a)**, two or more separate documents containing statements in identical terms, each of which is signed by one or more Members entitled to vote, are deemed together to constitute one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.

(c) Email or other form of visible or other electronic communication under the name of a Member is deemed to be a document in writing signed by that Member for the purpose of this clause.

14. STAKEHOLDER FORUM

14.1. Power to convene Stakeholder Forums

(a) The Directors may from time to time convene a Stakeholder Forum to proactively engage and collaborate with Members.

14.2. Notice of Stakeholder Forums

(a) The Directors may determine the notice, if any, provided to Members (or categories of Members) for a proposed Stakeholder Forum, including the period and method of notice.

(b) The notice may include the purpose and intent of a particular Stakeholder Forum, including any proposed items for discussion, in addition to the purposes outlined in **clause 14.1**.

14.3. Conduct of a Stakeholder Forum

(a) The format of proceedings at a Stakeholder Forum shall be at the discretion of the Directors.

(b) The Directors shall determine who shall chair the Stakeholder Forum, including who shall lead or facilitate particular discussion items.

(c) There is no quorum requirement for a Stakeholder Forum.

(d) Items for discussion which were not included in the notice issued under **clause 14.2** (if any) may, with the permission of the chair, be raised for discussion.

(e) Directors are not bound by any resolution passed at the Stakeholder Forum.

15. DIRECTORS

15.1. Number of Directors

(a) There must be no less than three (3) Directors, and no more than nine (9) Directors.

(b) Subject to **clause 15.1(a)**, not more than five (5) Directors are to be elected by the Members (Elected Directors), and not more than four Directors are to be appointed under **clause 15.10**.

15.2. First Directors and Transitional Provisions

(a) At the time of adoption of this Constitution, the First Appointed Directors of the Company shall be the persons listed in **Schedule 4** to this Constitution.

(b) Subject to this Constitution:

(i) at the first AGM of the Company, which notwithstanding **clause 15.2(b)(ii)** must be held at least twelve (12) months after the date of registration of the Company, two (2) of the First Elected Directors will retire from office and will be replaced. The retiring First Elected Directors will, subject to the requirements of this Constitution, be eligible for re-election;

(ii) at the second AGM of the Company, which must be held at least twelve (12) months after the first AGM, two (2) of the remaining First Elected Directors will retire from office and an election will be held to elect Elected Directors. Those retiring First Elected Directors will, subject to the requirements of this Constitution, be eligible for re-election.

(iii) at the third AGM of the Company, which must be held at least twelve (12) months after the second AGM the remaining First Elected Directors will retire from office and an election will be held to elect Elected Directors. Those retiring First Elected Directors will, subject to the requirements of this Constitution, be eligible for re-election.

(c) Thereafter all Directors will be elected for three (3) year terms, as provided for in **clause 13.12.**

15.3. Eligibility

(a) Notwithstanding **clauses 15.3(b)(i) to (iv)**, the eligibility requirements set out in **clauses 15.3(a) to (i)** (inclusive) shall not apply to the appointment or election of

Directors until the conclusion of the first Annual General Meeting of the Company following the adoption of this Constitution.

(b) For the avoidance of doubt: Any person appointed or elected as a Director prior to, or at, the first Annual General Meeting of the Company may hold office as a Director despite holding a position or role that would otherwise constitute a disqualifying position under clause 15.3.

(i) is an employee of the Company, or a State Body;

(ii) holds an Official Position with a State Body;

(iii) was a Director of the Company and **clause 15.7(c)** applies; or

(iv) was Chief Operations Officer of the Company at any time within the period beginning three years prior to the date of his/her proposed appointment or election as a Director;

(c) From the conclusion of the first Annual General meeting of the Company, **clause 15.3** shall apply in full force and effect to all Directors, whether elected or appointed, and to all future nominations , elections, and appointments.

(d) Nothing in this transitional exemption limits the application of **clause 15.3** after the conclusion of the first Annual General Meeting.

(e) A previous Director or Chief Operations Officer who has been dismissed from an Official Position, State Body Official Position, may not hold office as a Director for ten (10) years. A Director that accepts a disqualifying position must notify the other Directors of this fact immediately and is deemed to have vacated office as a Director.

(f) A person elected or appointed as a Director at the time of holding a disqualifying position must resign from that disqualifying position within 30 days.

(g) No person shall be eligible to stand for an Elected Director position if, during the proposed term of office, they would be in breach of **clause 15.8**.

(h) The Directors may determine position or role descriptions or necessary qualifications for Director positions.

(i) Elected Directors must be financial members of the Company or a Life Member.

15.4. Nominations Committee

(a) A Nominations Committee shall be formed, the role of which shall include the task of identifying candidates to fill Director vacancies (including casual vacancies) and assess all nominees for Director vacancies. The Nominations Committee has the power to determine that a nomination is unsuitable for further consideration by the Company, the Directors or the Members (as applicable) but only if this decision is unanimous.

(b) The Nominations Committee shall comprise three persons, all appointed by the Directors including an independent chair, a Member representative and a Director or Director representative. The complete and specific duties, functions and rules of the Nominations Committee are defined in the Nominations Committee terms of reference. The Nominations Committee must utilise a skills matrix as part of its assessment of nominees for Director vacancies. Nomination for election At least 45 days prior to the proposed date of the Annual General Meeting, at which a resolution or resolutions will be proposed to fill a vacancy in an Elected Director position, the C~~O~~E~~E~~O will request from Members nominations (that comply with this clause) for elections to positions falling vacant, that must be received no later than 28 days prior to the AGM.

(c) Any Member, Director or Committee may nominate a person to fill a vacancy in an Elected Director position that is to be the subject of an election at the next AGM.

(d) A nomination must:

(i) be in the form required by the Directors; and

(ii) be signed by the nominator and nominee.

15.5. Term of office of Directors generally

(a) Subject to **clauses 15.7, 15.8(c) and 15.8(d)**, An Elected Director will hold office for a term of three years.

15.6. Office held until end of meeting

(a) A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to the requirement of this Constitution, including **clause 15.7(c)**, is eligible for re-election.

15.7. Elected Director elected at General Meeting

(a) At a General Meeting:

(i) at which an Elected Director retires; or

(ii) at the commencement of which there is a vacancy in the office of an Elected Director,

there will be a vote of the Members conducted in accordance with **clause** ~~0~~ 13.12 to fill the vacancy by electing someone to that office.

(b) Subject to **clauses 15.7, 15.8(c) and 15.12**, an Elected Director elected under this clause takes office at the end of the meeting at which they are elected for a period of three years.

(c) An Elected Director elected under **clause 15.7(a)(ii)** is elected for the remainder of the term of office for the position that they are filling.

15.8. Maximum consecutive years in office for Directors

(a) Subject to **clause 15.8(d)**, a Director must not serve more than nine consecutive years as a Director, including where one or more of the years is as an Appointed Director.

(b) For the purpose of **clause 15.7(c)**, where service:

(i) by a person as a Director under this Constitution is for a period less than three years:

(A) if the service is less than one year, it will be treated as one full year;

(B) if the service is between one year and two years, it will be treated as two full years;

(C) if the service is between two years and three years, it will be treated as three full years; and

(ii) by a person as a Director takes place immediately before the adoption of this Constitution, the number of consecutive years of service by that person before the adoption of this Constitution will be treated as service towards **clause 15.7(c)**, rounded up to the nearest full year**.**

(c) A Director who has served the maximum number of years in accordance with **clause 15.7(c)** shall not be eligible to be a Director for three years following the completion of their maximum term.

(d) A Director may serve as a Director for a maximum of 12 years if they are the Chair or an FIK representative in what is or must be their second last or last consecutive term.

15.9. Casual vacancy in ranks of Elected Directors

(a) The Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 15.13**) in the rank of the Elected Directors.

(b) A person appointed under **clause 15.9(a)** holds office for the remainder of the vacating Director's term and, subject to this Constitution, they may offer themselves for re-election.

15.10. Appointed Directors

(a) In addition to the Elected Directors, the Directors may themselves appoint up to four persons to be Directors because of their special business acumen and/or technical skills. These persons will be known as the "Appointed Directors". The First Appointed Directors are set out in **clause 15.2**.

(b) Subject to **clauses 15.7(c) and 15.12**, an Appointed Director holds office for a term determined by the Directors not to exceed three years and the appointment will be on such other terms as the Directors determine.

(c) A person may only serve six consecutive years as an Appointed Director but, subject to the other requirements of this Constitution, in particular **clause 15.7(c)**, are otherwise eligible to be elected to an Elected Director position.

(d) Subject to this Constitution, the Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 15.13**~~**15.12(b)**~~) in the rank of the Appointed Directors on whatever terms the Directors decide.

(e) Appointed Directors must be financial members of the Company.

15.11. Remuneration of Directors

(a) A Director must not be paid for services as a Director but, with the approval of the Directors and subject to the Corporations Act, may be:

(i) paid by the Company for services rendered to it other than as a Director; and

(ii) reimbursed by the Company for their reasonable travelling, accommodation and other expenses when:

(A) travelling to or from meetings of the Directors, a Committee or the Company; or

(B) otherwise engaged in the affairs of the Company.

15.12. Removal of Director

(a) A Director may be removed by the Members in accordance with the Corporations Act.

(b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with **clause 15.12(a)** cannot be re-appointed as a Director within three years of their removal.

15.13. Vacation of office

(a) The office of a Director becomes vacant when the Corporations Act says it does and also if the Director:

(i) dies;

(ii) is removed in accordance with **clause 15.12**;

(iii) 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;

(iv) resigns from office by notice in writing to the Company;

(v) accepts appointment to, or becomes the holder of, a disqualifying position as set out in **clause 15.3** and does not resign from that position within 30 days;

(vi) is absent at three consecutive Directors' meetings without leave of absence from the Directors; or

(vii) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Act.

15.14. Alternate Director

(a) A Director cannot appoint an alternate.

16. POWERS AND DUTIES OF DIRECTORS

16.1. Directors to manage the Company

(a) The Directors are to manage the Company's business and may exercise those of the Company's powers that are not required, by the Corporations Act or by this Constitution, to be exercised by the Company in General Meeting.

16.2. Specific powers of Directors

(a) Without limiting **clause 16.1**, the Directors may exercise all the Company's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Company or of any other person. The exercise of these powers is to be ratified at a General Meeting.

16.3. Time or date of actions

(a) Subject to the Corporations Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Directors may at their absolute discretion extend that time, period or date as they think fit.

16.4. Appointment of an attorney

(a) The Directors may appoint any person to be the Company's attorney for the purposes, with the powers, authorities and discretions, for the period and subject to the conditions they think fit.

16.5. Provisions in a power of attorney

(a) A power of attorney granted under **clause 16.4** may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

16.6. Delegation of powers

(a) Without limiting **clause 19.4** the Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to the Chief Operations Officer or any employee of the Company or any other person as they think fit.

(b) Any delegation by the Directors of their powers:

(i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;

(ii) may be either general or limited in any way provided in the terms of the delegation;

(iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and

(iv) may include the power to delegate.

(c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.

(d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

16.7. Code of Conduct and Board Charter

(a) The Directors must:

(i) adopt a code of conduct for Directors and a Board charter; and

(ii) periodically review the code of conduct and Board charter in light of the general principles of good corporate governance.

16.8. Strategic Plan

(a) The Directors must develop and adopt a strategic plan as revised from time to time.

17. PROCEEDINGS OF DIRECTORS

17.1. Directors' meetings

(a) Subject to **clause 17.1(b)** the Directors may meet together for conducting business, adjourn, and otherwise regulate their meetings as they think fit.

(b) The Directors must meet at least three times in each calendar year.

17.2. Questions decided by majority

(a) A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has one vote on a matter arising for decision by Directors. When votes are evenly split, the Chairperson has a deciding vote.

17.3. Quorum

(a) Four (4) or more Directors present in person and or via Virtual Technology as determined by the Directors constitutes a quorum.

17.4. Effect of vacancy

(a) The continuing Directors may act despite a vacancy in their number.

(b) However, if the number of Directors is reduced below the number required for a quorum, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

17.5. Convening meetings

(a) A Director may, and the COEO on the request of a Director must, convene a Directors' meeting.

(b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post or by telephone or electronic means.

(c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Company in person or by post or by telephone or electronic means.

(d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.

(e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at a meeting of Directors.

17.6. Election of Chairperson

(a) The Directors must, at the first Directors' meeting after the AGM, annually elect one of their number to be the Chairperson by a majority vote.

(b) The Director elected to be Chairperson under **clause 17.6(a)** will, subject to remaining a Director, remain Chairperson for one year from the date of their election until the first Directors' meeting after the following AGM and shall chair any meeting of Directors.

(c) Despite **clause 17.6(b)**, if:

(i) there is no person elected as Chairperson; or

(ii) the Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting; or

(iii) the Chairperson is unwilling to act,

the Directors present may elect one of their number to be chair of the meeting.

(d) A Director elected as Chairperson may be re-elected as Chairperson in following years, so long as they remain a Director.

17.7. Circulating resolutions

(a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and 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 Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.

(b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. An email or document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of **clause 17.7(a)** and is taken to be signed when received by the Company in legible form.

(c) The resolution is passed when the last Director signs.

17.8. Validity of acts of Directors

(a) Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect

in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

17.9. Directors' Interests

(a) A Director shall declare to the Directors any material personal interest or related party transaction, as defined by the Corporations Act, as soon as practicable after that Director becomes aware of their interest in the matter.

(b) Directors must complete an annual statement of interest which must be updated from time to time to satisfy the requirements in **clause 17.9(a)**.

(c) Where a Director declares a material personal interest or in the event of a related party transaction, that Director is ineligible to receive the Directors' meeting papers related to the matter, and must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.

(d) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.

(e) The Chief Operations Officer or Company Secretary shall maintain a register of declared interests.

17.10. Minutes

(a) The Directors must cause minutes of meetings to be made and kept in accordance with the Corporations Act.

18. VIRTUAL MEETINGS OF THE COMPANY

18.1. Virtual Meeting

(a) A General Meeting or a Directors' Meeting may be held by means of a Virtual Meeting, provided that:

(i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable); and

(ii) the meeting is convened and held in accordance with the Corporations Act.

(b) All provisions of this Constitution relating to a meeting apply to a Virtual Meeting in so far as they are not inconsistent with the provisions of this clause.

18.2. Conduct of Virtual Meeting

(a) The following provisions apply to a Virtual Meeting of the Company:

(i) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;

(ii) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;

(iii) at the commencement of the meeting each person must be distinguishable to the chair;

(iv) a person may not leave a Virtual Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the chair;

(v) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Virtual Meeting unless that person has previously notified the chair of leaving the meeting; and

(vi) a minute of proceedings of a Virtual Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

19. CHIEF OPERATIONS OFFICER

19.1. Appointment of a Chief Operations Officer

(a) The Directors may appoint a Chief Operations Officer and review their performance in accordance with a Chief Operations Officer performance review process adopted by the Board.

19.2. Powers, duties and authorities of a Chief Operations Officer

(a) The Chief Operations Officer holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.

(b) The exercise of those powers and authorities, and the performance of those duties, by the Chief Operations Officer are subject at all times to the control of the Directors.

19.3. Suspension and removal of a Chief Operations Officer

(a) Subject to the terms and conditions of the appointment, the Directors may suspend or remove the Chief Operations Officer from that office.

19.4. Delegation by Directors to a Chief Operations Officer

(a) The Directors may delegate to the Chief Operations Officer the power (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of the Company. The delegation will include the power and responsibility to:

(i) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;

(ii) manage the financial and other reporting mechanisms of the Company;

(iii) approve and incur expenditure subject to specified expenditure limits;

(iv) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Company; and

(v) any other powers and responsibilities which the Directors consider appropriate to delegate to the Chief Operations Officer.

19.5. Chief Operations Officer to attend meetings

(a) The Chief Operations Officer is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Company, all meeting of the Directors and any Committees and may speak on any matter but does not have a vote.

20. COMPANY SECRETARY

20.1. Appointment of a Company Secretary

(a) There must be at least one Company Secretary who is to be appointed by the Directors.

20.2. Suspension and removal of a Company Secretary

(a) The Directors may suspend or remove a Company Secretary from that office.

20.3. Powers, duties and authorities of a Company Secretary

(a) A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.

21. COMMITTEES

21.1. Committees

(a) The Directors may delegate any of their powers to Committees consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

21.2. Powers delegated to Committees

(a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors.

(b) Powers delegated to and exercised by a committee are taken to have been exercised by the Directors.

21.3. Committee meetings

(a) Unless otherwise determined by the Directors, committee meetings are governed by the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

21.4. Audit, Finance, and Risk (AFR) Committee

(a) An AFR Committee must be established by the Directors.

(b) The composition, duties and functions of the AFR Committee shall be defined in the AFR Committee terms of reference.

(c) The AFR Committee rules are detailed in **Schedule 2**.

21.5. Kendo Committee, Iaido Committee, and Jodo Committee

(a) The Kendo Committee, Iaido Committee, and Jodo Committee rules and operating procedures are detailed in **Schedule 3**.

22. RECORDS

22.1. Inspection of Records

(a) A Member does not have the right to inspect any document of the Company (including registers kept by the Company) except as required by law.

23. ACCOUNTS

23.1. Accounting Records

(a) The Directors will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Corporations Act.

23.2. Auditor

(a) A properly qualified auditor(s) shall be appointed by the Directors and the remuneration of such auditor(s) fixed and duties regulated in accordance with the Corporations Act.

24. SERVICE OF DOCUMENTS

24.1. Document includes notice

(a) In this clause, document includes a notice.

24.2. Methods of service on a Member

(a) The Company may give a document to a Member:

(i) personally;

(ii) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or

(iii) by sending it to an email other electronic address nominated by the Member.

24.3. Methods of service on the Company

(a) A Member may give a document to the Company:

(i) by delivering it to the Registered Office;

(ii) by sending it by post to the Registered Office; or

(iii) by sending it to an email other electronic address nominated by the Company.

24.4. Post

(a) A document sent by post if sent to an address:

(i) in Australia, may be sent by ordinary post; and

(ii) outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the fourth business day after the date of its posting.

24.5. Electronic transmission

(a) If a document is sent by email other electronic transmission, delivery of the document is taken to:

(i) be effected by properly addressing and transmitting the email other electronic transmission; and

(ii) have been delivered on the business day following its transmission.

25. INDEMNITY

25.1. Indemnity of officers

(a) This clause applies to every person who is or has been:

(i) a Director, Chief Operations Officer, or Company Secretary of the Company; and

(ii) to any other officers, employees, former officers, or former employees of the Company or of its related bodies corporate as the Directors in each case determine.

Each person referred to in this paragraph (a) is referred to as an "Indemnified Officer" for the purposes of the rest of **clause 25**.

(b) The Company will indemnify each Indemnified Officer out of the property of the Company against:

(i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of the Company or of a related body corporate of the Company; and

(ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Company or of a related body corporate of the Company,

unless:

(i) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or

(ii) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

25.2. Insurance

(a) The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company including a liability for legal costs, unless:

(i) the Company is forbidden by statute to pay or agree to pay the premium; or

(ii) the contract would, if the Company paid the premium, be made void by statute.

25.3. Deed

(a) The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 25.1** on the terms the Directors think fit (as long as they are consistent with **clause 25**).

26. WINDING UP

26.1. Contributions of Members on winding up

(a) Each Voting Member maybe be required to contribute to the Company's property if the Company is wound up whilst they are a Member or within one year after their membership ceases.

(b) The contribution is for:

(i) payment of the Company's debts and liabilities contracted before their membership ceased;

(ii) the costs of winding up; and

(iii) adjustment of the rights of the contributories among themselves,

and the amount is not to exceed $1.00.

(c) No other Member shall be required to contribute to the Company's property if the Company is wound up.

26.2. Excess property on winding up

(a) If on the winding up or dissolution of the Company, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:

(i) having objects similar to those of the Company; and

(ii) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.

(b) That body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

Schedule 1. Life Membership

The following named people shall be granted Life Membership, and be considered Life Members of the Australian Kendo Renmei Ltd:

- Ron Bennett, NSWKA – special commendation by the AJKF, November 2002
- Betty Lawley, NSWKA
- Rex Lawley, NSWKA – special commendation by the AJKF, November 2002
- Steven Lawley, NSWKA
- Michael Payne, NSWKA
- Rod Prince, QKR
- Masayuki Miyasaka, ACTKR – granted 1981
- Yakov Macak, VKR – granted 2001
- John Vincent Butler, VKR – granted 2002
- Paul Leon Guerillot, VKR – granted 2002
- Yoichi Yano, NSWKA – granted 2005
- Ramon Lawrence, WAKR – granted 2008
- Richard Ward, VKR – granted 2017
- Russell Lawrence, WAKR – granted 2017
- Vivian Yung, NSWKA – granted 2019
- Kate Sylvester, VKR – granted 2019
- Brian Brestovac, WAKR – granted 2019
- Sioh-Yang Tan, NSW – granted 2023

Schedule 2. Finance

- The Board must establish accounts in the name of the Company with one (1) or more banks or financial institutions. The Directors must pay into these accounts all moneys they receive on behalf of the Company.
- The Board must instruct all banks and financial institutions with which the Company maintains accounts that no withdrawals against any one of these accounts may be honoured unless it is signed, electronically or otherwise, by at least two of the Directors.
- The funds of the Company may be derived from membership fees, grading fees, seminar and competition fees, donations, grants, the sale of goods, and any other such sources as are approved by the Board.
- The Company must acquire and maintain insurance cover as required by the Act together with any other insurance cover which is required by law or determined to be necessary paid by the board.

Schedule 3. Arts Committees

1. The Arts Committees, consisting of the Kendo Committee, the Iaido Committee, and the Jodo Committee of the Company, are committees each of which consists of:
    a. a Chairperson,
    b. a Deputy Chairperson,
    c. a Secretary, and
    d. two other members.
2. An elected member of an Arts Committee must be a recognised member of a Member State, and is a recognised practitioner of the respective Art.
3. The positions on each Art Committee must be filled by elections conducted at the meetings held every third year. All Members who are recognised members of a Member State representing the relevant Art exponents are eligible for election to the respective positions.
4. A casual vacancy for an elected position to each of the Arts Committee must be filled by an election at the next meeting of the relevant Committee.
5. Subject to **rule 6**, the elected members of each of the Arts Committee continue in office until the next elections for their positions held in accordance with **rule 3**.
6. An elected member of an Arts Committee ceases to hold office upon:
    a. removal by a Special Resolution; or
    b. ceasing to be an Ordinary Member of a Member State which represents the respective Art exponents; or
    c. resignation in writing to the Company Secretary.
7. Provided reasonable notice of the meeting is given to other members of the Arts Committee as appropriate, three (3) elected members constitute a quorum for a meeting of an Art Committee.
8. For each of their particular Art, each Art Committee is responsible for:
    a. Technical matters;
    b. organising and running the annual national championships;
    c. organising interstate competitions and seminars;
    d. determining the rules under which the championships and other interstate competitions organised by the Company will be conducted;
    e. organising international representation of the Company, such as the *Australian National Kendo Team* for the *World Kendo Championships* or *Asia Oceania Kendo Championships*;
    f. assist and liaise with the Member States, when requested, in the control, supervision and conduct of all gradings conducted by Member States on behalf of the Company;
    g. where appropriate, conducting gradings itself;
    h. advising the Board on all Art-related questions and matters referred to it; and
    i. all other matters delegated to it by the Board.
9. The Arts Committee and their members must pass to the Company all moneys they receive on behalf of the Company or in the course of discharging the responsibilities of the Art Committee.

10. Each Art Committee may only have the authority to incur expenses and liabilities and undertake obligations on behalf of the Company to the extent expressly authorised by the Board.
11. During each calendar year, each Art Committee must convene a meeting open to all Ordinary Members who are current members of the Company and are registered with the Company for their respective Art. If possible, this meeting must be held in conjunction with the annual national championships, and notice of this meeting is deemed to be duly given if it is in the published program for the championships, or published widely to Ordinary Members attending the championships as observers or participants.
12. The Chairperson of the Company must convene the meeting referred to in **rule 11** each year in which an Art Committee fails to convene a meeting in accordance with **rule 11**.
13. The Chairperson of each Art Committee must present to each meeting convened in accordance with **rule 11**, and each AGM of the Company a report on the activities of each Art Committee during the year preceding the relevant meeting.
14. A person entitled to attend a meeting convened on accordance with **rule 11** may attend and vote in person or by their Representative. They may only appoint another person entitled to attend the meeting as their Representative, and the appointment must be in a form approved by the Board.

Schedule 4. First Appointed Directors

The following named people shall be considered the First Appointed Directors of the *Australian Kendo Renmei Ltd*:

- Andrew van Hamond
- Christine Cash
- David Kolb
- Jayson Chaplin
- Junji Sakamato
- Sioh-Yang Tan
- Tom Johnson