

CONSTITUTION

of

COAST COMMUNITY CONNECTIONS

(Limited by Guarantee)

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1 Name and Structure

- 1.1 The name of the Company shall be Coast Community Connections Limited
- 1.2 The Company is limited by Guarantee and the liability of the Members is limited as provided in this document.
- 1.3 The replaceable rules in the Act do not apply to the Company.

2 Definitions and Interpretations

Definitions

Act means the *Corporations Act 2001* as in force and amended from time to time, and where appropriate, includes any regulations issued under the *Corporations Act 2001*

Auditor means a person registered under the Act to carry out an audit of financial affairs of the company and prepare a financial report to the standards required by the Act

Bio-psycho-social means a holistic approach that regards biological, psychological (which entails thoughts, emotions, and behaviours), and social (including spiritual and environmental) factors, as all playing a significant role in human functioning, disease or wellness

Board or Board of Directors means the Board of Directors of the Company

Carer means any individual who provides ongoing personal care, support and assistance to a vulnerable person or to any other individual who needs it because that other individual has a disability, a medical condition including a terminal or chronic illness, a mental illness or is frail and aged.

Casual Vacancy means a vacancy in the office of a Director

Chair means Chair of the Board, elected by the Directors of the Company

Chief Executive Officer means the person appointed by the Company's Board of Directors who has the primary responsibility for the day to day running of the services provided on behalf of the Company

Company means Coast Community Connections Limited

Company Secretary means the person elected or appointed to that position by the Directors of the Company

Deductible Gift Recipient (DGR) has the same meaning as under section 995.1 of the *Income Tax Assessment Act 1997 (Cwlth)*

De Facto Partner means a person who, although not legally married to the person, lives with the person in a relationship as a couple on a genuine domestic basis (whether the two people are of the same sex or different sexes); and includes a former de facto partner

Director means a director of the Company, a person who has been elected or appointed to the Board of the Company and includes a person who appointed to fill a casual vacancy on the Board of the Company

Financial Year means each 12 month period commencing 1 July and ending 30 June

Funding Agreement or Funding Deed means any agreement between the Company and a Funding Body

Funding Body means any Government Department or philanthropic organisation from which the Company receives funds and or gifts

General Meeting means a meeting of the Members of the Company called in accordance with this Constitution and includes both Special General Meetings and Annual General Meetings

Gift Fund means the fund established for the purposes of receiving tax deductible gifts

Immediate family member means:

- a) the person's spouse, de facto partner, child, parent, grandparent, grandchild or sibling; and
- b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner.

Intimate Partner means any person in a social relationship of a romantic or intimate nature regardless of recognition as a spouse or de facto partner

Legal Costs of a person means legal costs incurred by that person in defending an action for a liability of that person

Liability of a person means any liability incurred by that person as an Officer of the Company

Life Member means a person appointed for life in recognition of outstanding service to the organisation

Member means a member of the Company

Member Present means the Member who is present in person at a meeting or by proxy, by attorney or by means of technology

Officer includes the Directors, Company Secretary, Chief Executive Officer (if appointed) and any other person deemed to be an officer of a corporation under the Act

Poll means the method of voting that ensures that all votes are cast in secret, so that the voter is not influenced by any other individual, and at the time of voting no one else knows what the voter chose

Secretary has the same meaning as Company Secretary

Service means the provision of a broad range of accessible, affordable and high-quality community services for the relief of poverty, sickness, destitution, disability and helplessness of members of the community and other services provided by the Company

Special Resolution means a resolution which has been passed by at least 75% of the votes cast by members present and entitled to vote on the resolution

Spouse means the partner of another person if the two people are in a marriage that is legally valid in Australia

Treasurer means the person elected to that position by the Directors of the Company

- 2.1 In this Constitution, unless the context indicates a contrary intention, words importing the singular include the plural (and vice versa), words indicating a gender include every other gender, and the word "person" includes a corporation.
- 2.2 Unless the context indicates a contrary intention, an expression in a provision of this Constitution that deals with a matter dealt with by a provision of the Act has the same meaning as in that provision of the Act and an expression in a provision of this Constitution that is defined in section 9 of the Act has the same meaning as in that section.

3 Company Objects

- 3.1 The Company's predominant purpose is to provide services directly to community members in need of relief from poverty, sickness, suffering, distress, misfortune, disability or helplessness.
- 3.2 The Company shall provide direct relief to community members in need who are poor, destitute, homeless, young, aged, frail or helpless; or who experience physical or mental illness or abuse; who experience social isolation; who have substance or behavioural addictions; or who have disabilities and any other group of individuals whose life situation is of such seriousness as to require support or intervention.
- 3.3 The Company may do all things as are incidental or reasonably necessary to pursue the objectives set above.

Guiding Principles

- 3.4 The Company must endeavour to follow these Guiding Principles:
 - a) Implement an evidence-based bio-psychosocial model of health and wellbeing which particularly recognizes the needs of those who cannot readily access the health and welfare system;
 - b) Deliver services in a culturally appropriate, effective and enabling manner;
 - c) Strive for a seamless system of care which ensures maximum accessibility for clients, service users, participants or citizens, however they may be called; and
 - d) Within the scope of its predominant purpose, work in partnership with members of the community and other agencies to improve the health and well-being of the communities in which the Company operates.

4 Powers

- 4.1 Subject to the Act and this Constitution, the Company has all the powers of a natural person.

5 Promotion of Objects

- 5.1 All income and property of the Company must be applied solely towards the promotion of the objects of the Company as set out in this Constitution and no portion will be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member.
- 5.2 No Director will be appointed to any salaried office of the Company and no remuneration or other benefit will be given by the Company to any Member except repayment for out-of-pocket expenses.

6 Membership

Membership Categories and Eligibility

- 6.1 Any natural person over the age of eighteen (18) years is eligible to be a Member of the Company, but only if the person provides the guarantee described in clause 6.20.
- 6.2 There shall be two categories of Members comprising ordinary members and life members.
- 6.3 Unless otherwise determined by the Members in General Meeting, the number of Members of the Company shall not be limited in number.

Ordinary Members

- 6.4 Ordinary members shall comprise:
- a) all persons who are Members of Peninsula Community Centre Inc at the time this Constitution is adopted and who have provided the guarantee described in section 6.20 and who support the objectives of the Constitution.
 - b) other persons admitted to membership pursuant to section 6.20.

Life Members

- 6.5 The Board of Directors by special resolution in a general meeting may appoint any eligible person as a life member provided:
- a) a written nomination has been received by the Board for consideration;
 - b) the nomination has been proposed and seconded by two current members of the Company.
- 6.6 Persons who are existing life members of Peninsula Community Centre Inc at the time this Constitution is adopted shall automatically be appointed as life members of the Company.

Becoming and Remaining a Member

- 6.7 The Board of Directors shall determine by ordinary resolution whether or not to approve a membership application provided:
- a) an application by an eligible person to become a Member of the Company has been made by completing and signing a written membership form and by submitting it to the Company Secretary, or another person who the Board may appoint from time to time;
 - b) the application has been proposed and seconded by a current member of the Company; and
 - c) the application is accompanied by the appropriate membership fee.
- 6.8 A person whose application for membership is approved shall become a member from the date the Board approves the application.
- 6.9 As soon as practicable after the Board determines an application for membership, it must notify the applicant whether or not his or her application has been approved.
- 6.10 If the Board rejects an application for membership, the membership fee shall be returned to the applicant as soon as possible.
- 6.11 The Board shall not be required to provide reasons for accepting or rejecting a membership application.
- 6.12 The Board of Directors may determine the amount of the membership fee for each financial year by ordinary resolution at the Annual General Meeting held in the immediately preceding financial year. Where no determination has been made at the preceding Annual General Meeting, the amount of the membership fee for a given financial year shall remain unchanged from the previous determination.
- 6.13 Membership fees will be due and payable on such dates and at such intervals as determined by the Board from time to time.
- 6.14 The Board may, at its sole discretion, grant to any Member a full or partial exemption from payment of membership fees.
- 6.15 Membership of the Company shall continue upon receipt of the annual membership fee with the exception of Life Members who shall be exempt from paying the annual membership fee.
- 6.16 In the best interests of the Company, staff employed by the Company and their immediate family members are ineligible to become Members.
- 6.17 Former Company employees are not eligible to become Members for two years following cessation of employment.

Membership Rights and Responsibilities

- 6.18 Each Member of the Company who is an ordinary member or life member shall have all rights conferred by this Constitution including the right to attend and vote at General Meetings of the Company.

- 6.19 Any rights, privileges and obligations, which a person has by reason of being a member of the Company:
- a) are personal and cannot be transferred or transmitted to any other person or entity and;
 - b) (subject only to section 6.20) cease upon cessation of the person's membership.
- 6.20 Each Member shall be required to provide a written guarantee in the form required by the Company from time to time, that the Member will contribute up to \$2.00 to the property of the Company for payment of outstanding debts and liabilities of the Company should it be wound up while the person is a Member, or within 12 months of the person ceasing to be a Member, except where the reason the person ceases to be a Member is because the person has died. The liability of a Member to contribute towards the payment of debts and liabilities of the Company on the cost, charges and expenses of the winding up of the Company shall be limited to the amount of the guarantee.
- 6.21 It is the responsibility of all Members to acknowledge and agree to abide by this Constitution in the manner prescribed by the Company from time to time.
- 6.22 The Company shall make this Constitution available to any prospective member free of charge, upon request.

Register of Members

- 6.23 The Company Secretary or his/her delegate shall maintain a register of Members showing each Member's name, home address, any other address or contact information provided by the Member and the date of commencement of membership.

Disciplining of Members

- 6.24 The Company may serve a Member with a discipline notice where the Board passes a resolution stating that in the Board's opinion the Member:
- a) has refused or neglected to comply with a provision of this Constitution; or
 - b) has acted in a manner prejudicial to the interests or reputation of the Company; or
 - c) is no longer a fit and proper person to be a Member of the Company.
- 6.25 A discipline notice must detail the Board's concerns and invite the Member to make submissions in respect for those concerns within fourteen (14) days. Where the Board suspends the Member's membership pending a disciplinary decision, the discipline notice must include notification of such suspension.
- 6.26 Where the Board has served a Member with a discipline notice and has allowed the Member fourteen (14) days within which to respond, the Board may, within seven (7) days, make a disciplinary decision by:
- a) suspending the Member's membership; or
 - b) expelling the Member from the Company; or

- c) imposing such conditions upon the Member's membership as the Board deems appropriate in the circumstances.

6.27 A disciplinary decision shall apply from the date it is made.

6.28 Where the Board decides to discipline a Member in accordance with section 6.24 it shall inform the Member of its decision in writing within seven (7) days.

Right of appeal of a disciplined member

6.29 A Member may appeal to the Members of the Company in General Meeting against a resolution of the Board expelling the Member within seven (7) days after notice of the resolution is served on the Member, by lodging with the Company Secretary a notice to that effect.

6.30 Upon receipt of a notice, the Secretary shall notify the Board and shall convene a General Meeting of the Company to be held within twenty-one (21) days after the date on which the Secretary received the notice or as soon as possible after that date.

6.31 At a General Meeting of Members called to appeal an expulsion of a Member, and subject to section 50 of the Act:

- a) no business other than the question of the appeal shall be transacted;
- b) the Board and the Member shall be given the opportunity to make representations in relation to the appeal orally or in writing or both; and
- c) the members present shall vote by poll on the question of whether the resolution expelling the Member should be confirmed or revoked.

Internal Disputes

6.32 The Board shall ensure that a policy and/or mechanism is established for resolving disputes within membership, which may include:

- a) the appointment of an independent person to arbitrate or mediate in the dispute;
- b) a process to bring the parties together to resolve the dispute at an early stage;
- c) a process to ensure that all parties receive a full and fair opportunity of presenting their case;
- d) referral of the matter to a Community Justice Centre or similar body; and
- e) establishment of timeframes for resolving disputes within three (3) months of the dispute being lodged.

Suspension and/or Cessation of Membership

6.33 The period of a suspension made pursuant to a disciplinary decision is not to exceed twelve (12) months.

6.34 The Board may suspend a Member's membership for the period between service of a disciplinary notice and the making of a disciplinary decision. The period of such suspension is not to exceed twenty-one (21) days.

- 6.35 Where the Board suspends a Member's membership, it shall notify the Member in writing of the suspension (including the term of the suspension) as soon as practicable.
- 6.36 Any Member shall cease to be a Member where he or she:
- a) dies; or
 - b) resigns membership by notice in writing served upon the Company; or
 - c) revokes (or purports to revoke) the guarantee described in clause 6.20; or
 - d) does not pay a membership fee by the required date (where applicable); or
 - e) is expelled pursuant to a disciplinary decision.
- 6.37 Where a person ceases to be a Member, he or she automatically forfeits any right or claim he or she had (or may have had) upon the Company, arising from his or her membership.

7 Governance of the Company

Role and Powers of the Board

- 7.1 The affairs of the Company shall be controlled and governed by the Board.
- 7.2 Subject to the Act, this Constitution and any resolution passed by the Members in a General Meeting the Board:
- a) may exercise all such functions as may be exercised by the Company except those functions that this Constitution requires to be exercised by a General Meeting; and
 - b) has the power to perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper governance of the Company's affairs.
- 7.3 The Board may make such by-laws (as are not inconsistent with this Constitution or the Act) as it deems necessary for the proper and effective governance of the Company and may alter or repeal any such by-laws. Any such by-laws will be valid and binding upon Members unless and until revoked by the Board or amended or revoked by the Members in General Meeting.

Minutes

- 7.4 The Board must cause minutes of all proceedings of general meetings, of Board meetings and of committees formed by the Board to be entered, within one (1) month after the relevant meeting is held, in books kept for the purpose.
- 7.5 The Board must cause all minutes, except written resolutions treated as determinations of the Board, to be signed by the Chair of the meeting at which the proceedings took place or by the Chair of the next meeting.

Establishing Committees

- 7.6 To the extent permissible by law, the Board may delegate its functions to a committee or committees. Committees may consist of any number of Directors and/or other persons that the Board appoints.
- 7.7 The Board must set Terms of Reference, in writing, for any committee to which it delegates its functions, including the extent of any authority granted to the committee by the Board.
- 7.8 A committee must carry out the functions delegated in accordance with any directions of the Board. A function carried out by a committee is taken to be carried out by the Board.
- 7.9 Where the Board delegates any of its functions, such delegation shall be immediately revocable (either wholly or in part) by ordinary resolution of the Board. Despite any delegation, the Board may continue to carry out any function delegated.

Establishing Advisory Committees

- 7.10 The Board may establish one or more advisory committees to provide advice and recommendations to the Board on specified matters (among any other functions determined by the Board).
- 7.11 The Board may, with respect to an Advisory Committee:
- a) specify in writing from time to time the terms of reference and functions of the Advisory Committee.
 - b) appoint such persons as they consider appropriate to the Advisory Committee (including, if thought fit, one or more Directors), and remove any such person from the Advisory Committee at any time by written notice.
 - c) specify the period and conditions of any such appointment to the Advisory Committee.
 - d) terminate the Advisory Committee at any time.
- 7.12 The Board must not delegate any of its powers to an Advisory Committee, and an Advisory Committee must not exercise any powers of a Director or the Board.

8 Composition of the Board

- 8.1 The Board shall consist of a minimum of four (4) and a maximum of nine (9) Directors, being Members of the Company each of whom has either been elected as a Director at the Annual General Meeting or otherwise appointed as a Director pursuant to this Constitution.
- 8.2 The Board is to adopt a By Law, which identifies the minimum and desirable criteria (including skills, experience and qualifications) to be met by Directors, as well as any matter which would disqualify a person from being a Director.
- 8.3 In addition to any requirements and/or prohibitions imposed by the Act, to be eligible to serve as a Director, a person must meet the minimum criteria set out in the By

Law and must not be subject to any matter which would disqualify that person pursuant to the By Law.

- 8.4 Once adopted, the By Law referred to in clause 8.2 may only be altered by a special resolution of the Members at an Annual General Meeting or a Special General Meeting.
- 8.5 The Company Secretary is to make a copy of the By Law referred to in clause 8.2 available to any Member free of charge.

Election of Office Bearers

- 8.6 At the first Board meeting after each Annual General Meeting, the Board shall elect from amongst its own number, a Chair, a Deputy Chair and a Treasurer. Election of such officers shall be determined by a simple majority of votes. The elections shall be managed by the Chief Executive Officer acting as returning officer, or some other person appointed by the Board to act as returning officer.
- 8.7 All persons holding any office or position in the Company at the time of adopting this Constitution shall, subject to this Constitution and the continued existence of that office or position or an equivalent office or position, continue to hold or be deemed to have held such office or position as though elected or appointed according to this Constitution.
- 8.8 The auditor of the Company cannot be a Director of the Company.
- 8.9 An immediate family member, partner, director or employee of the auditor cannot be a Director of the Company.

9 Terms of Office

Chair

- 9.1 The maximum term of any Director in the role of Chair will be three (3) consecutive years. A Director is eligible for re-election to the role of Chair after a minimum one (1) year break in service as Chair.

Directors

- 9.2 The term or period of tenure for Directors elected to the Board following the initial transition period and the requirements of section 9.6 shall be three (3) years, with a maximum time that any individual may serve in the role of Director being three (3) consecutive terms.
- 9.3 Directors who have served the maximum of three (3) consecutive terms are eligible for re-appointment or re-election after a minimum two (2) year break in service as a Director.
- 9.4 Without limiting a person's eligibility for re-election and despite any contrary provisions in this Constitution excepting section 11.2, persons who are Directors of the Company at the time this Constitution is adopted and who provide the consent(s)

required by the Act shall remain Directors of the Company until the completion of the Annual General Meeting following the adoption of this Constitution.

Transitional Directors

- 9.5 Prior to the first Annual General Meeting the Board must select in a manner determined by the Board, such as by vote or by drawing lots, Directors who are to continue in office and as Transitional Directors for limited terms as set out below.
- 9.6 Transitional Directors will have terms of appointment of one (1), two (2) or three (3) more years from the date of incorporation up to:
- a) The first Annual General Meeting of the Company;
 - b) The second Annual General Meeting of the Company; and
 - c) The third Annual General Meeting of the Company.
- 9.7 On ceasing to hold office as a Transitional Director, each person is eligible to be elected and hold office as a Director.

10 Election of Directors

- 10.1 Any Member may nominate any other Member (including any eligible outgoing Director), as a candidate for election as a Director by serving a written notice upon the Company nominating the candidate (in the form required by the Company) at least seven (7) days prior to the Annual General Meeting. As a minimum, this notice must be signed by:
- a) the Member nominating the candidate and;
 - b) at least one (1) other Member who, by signing, agrees to second the nomination and;
 - c) the candidate who, by signing,
 - i. indicates his/her consent to act as a Director if elected or appointed and;
 - ii. declares that he/she meets the minimum criteria required by the By Law referred to in section 8.2 and;
 - iii. declares that he/she is not subject to any matter that would disqualify him/her from being a Director pursuant to the By Law referred to in section 8.2.
- 10.2 Election of Directors shall be resolved by vote at the Annual General Meeting in accordance with sections 10.3 and 21.9 to 21.15, except that:
- a) where there is only one candidate for a particular position; or
 - b) where the number of candidates is equal to or less than the number of available positions,
- the candidate(s) shall be taken to be appointed automatically without the need for a resolution, with such appointment(s) to operate from the time at which a vote would have been conducted if required but for this section.
- 10.3 Where a vote is conducted for the election of one or more Directors, such vote shall be conducted by a single poll. Each Member shall be entitled to one vote in which the Member selects his or her preferred candidate(s) (up to the number of candidates as there are positions to be filled) with no particular preference being

afforded to each candidate selected by the voter. The Candidate(s) who receive the highest number of selections overall shall be elected to the available positions, except that where, after an initial poll,

- a) votes are tied for the final position(s) available; or
- b) not all the positions have been filled;

only the candidate(s) who received more votes than the other candidate(s) shall be elected and a further poll will be conducted from among the remaining unelected candidates to fill the remaining position(s).

10.4 Any position that remains unfilled at the close of the Annual General Meeting shall be treated as a Casual Vacancy and may be filled in accordance with section 11.

11 Casual Vacancy on the Board

11.1 A casual vacancy shall exist where:

- a) a directorship is offered for election at an Annual General Meeting but is not filled; or
- b) a Director ceases to hold office by operation of section 11.2 or by operation of law.

11.2 A Director shall cease to hold office and his or her office shall become vacant where the Director:

- a) dies;
- b) ceases to be a Member of the Company;
- c) becomes bankrupt or enters into any arrangement or composition with any or all of his or her creditors;
- d) becomes of unsound mind or physically or mentally incapable of performing the functions of that office; or
- e) fails to attend three (3) consecutive Board meetings (not including Board committee meetings) or fails to attend four (4) or more Board meetings in any twelve (12) month period without seeking leave of absence from the Board; or
- f) resigns office by notice in writing served upon the Company; or
- g) no longer meets the eligibility criteria according to the By Law referred to in clause 8.2.

11.3 In addition to any requirements under a binding agreement or by Law, any Director that ceases to hold office shall:

- a) immediately return all property (including any documentation) of the Company in his or her possession to the Company; and
- b) do all such acts, matters and things which are reasonably necessary or expedient, including signing any documents, so as to assist the Company in extinguishing any interest or right arising from his or her former Directorship; and
- c) do all other things as reasonably required in the best interests of the Company.

11.4 Any casual vacancy may be filled by any Member appointed by the Board, and that Member shall fill that vacancy for the remainder of the term of that position.

- 11.5 Before appointing any person as a Director, the Board must ensure that it considers the appropriateness of any potential appointee based on the criteria contained in the By Law referred to in section 8.2.
- 11.6 An appointment of a Director by the Board must be made in writing and shall be effective from the date set out in the written instrument.
- 11.7 Appointments made pursuant to this section need not be confirmed by the Company in a General Meeting.
- 11.8 Despite any casual vacancy on the Board, the Board shall continue to act in accordance with this Constitution.

12 Removing a Director from office

- 12.1 The Company may by ordinary resolution at a general meeting remove a Director from office and may by ordinary resolution at a general meeting appoint another person as a replacement.

13 Board Meetings and Resolutions

- 13.1 The Board shall meet at least four (4) times in each calendar year for the dispatch of business.
- 13.2 The Chair at any time and the Company Secretary on the requisition of any Director may call a meeting of the Board. Notice of a meeting must be given to each Director at least forty-eight (48) hours (or such other period as is unanimously agreed on by the Board) before the time appointed for the holding of the meeting. The notice must include the general nature of the business to be transacted and any other matters as are required by the Act, and if the meeting is to be held in two or more places, the notice must state the technology that will be used to facilitate the meeting. A Director need not be notified where:
- a) the Board has granted the Director a leave of absence for the period during which the meeting is to be held; or
 - b) the Director is absent from Australia and has not left a telephone number, fax number, email address or other address at which he or she may be contacted.

14 Meetings assisted by technology

- 14.1 A Board meeting may be held using any means of audio or audio-visual communication by which each Director participating can hear and be heard by each other Director participating or in any other way permitted by section 248D of the Act. A Board meeting held solely or partly by technology is treated as held at the place at which the greatest number of Directors present at the meeting is located or, if an equal number of Directors is located in each of two or more locations, at the place where the Chair of the meeting is located.

15 Quorum at Board meetings

- 15.1 The quorum for a Board meeting is four (4) Directors.

- 15.2 No business is to be transacted (i.e. no resolutions are to be heard) unless a quorum is present at the meeting. Where a Director leaves a meeting part way through and those remaining do not constitute a quorum, the meeting may continue, but no business is to be transacted unless or until a quorum is again present.
- 15.3 If within half an hour of the time appointed for a Board meeting a quorum is not present the meeting is to stand adjourned to a time and date announced by the Chair.

16 Chairing Board meetings

- 16.1 The Board may elect a Director to chair its meetings and decide the period for which that Director holds that office. If there is no Chair or the Chair is not present within 15 minutes after the time for which a Board meeting is called or is unwilling to act, the Directors present must elect a Director present to chair the meeting. The Chair may temporarily vacate the chair at a Board meeting in favour of another person present at any time and for any reason they see fit, and must do so if the Directors are voting on the Chair's election or re-election.

17 Voting at Board meetings

- 17.1 A resolution of the Board shall be passed by simple majority vote of Directors present and entitled to vote at the meeting unless a Special Resolution is required by this Constitution or the Act. No proxy votes shall be allowed. The Chair of the meeting does not have a casting vote. If an equal number of votes is cast for and against a resolution, the status quo remains.

18 Written resolution

- 18.1 Notwithstanding section 17.1, the Directors may pass a resolution without a Board meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. Directors may return the signed document in hard copy form or via facsimile or electronic message. A facsimile or electronic message containing the text of the document expressed to have been signed by a Director that is sent to the Company is a document signed by that Director at the time of its receipt by the Company. The resolution is passed when the last Director signs.
- 18.2 At the next meeting of Directors following a written resolution, the resolution must be confirmed and recorded in the minutes of that meeting.

19 Material personal interests of Directors

- 19.1 A Director who has a material personal interest in a matter that relates to the affairs of the Company must give the Board notice of his or her interest except where:
- a) the Director has already given notice or has given a standing notice of the nature and extent of the interest and its relation to the affairs of the Company; and

- b) if a person who was not a Director at the time the notice was given is appointed as the Director, the notice is given to that person and the nature or extent of the interest has not materially increased above that disclosed in the notice; or
 - c) as otherwise permitted under the Act.
- 19.2 Notices of material personal interest given by directors must:
- a) give details of the nature and extent of the Director's interest and the relation of the interest to the affairs of the Company;
 - b) be given at a Directors' meeting as soon as practicable after the Director becomes aware of their interest in the matter; and
 - c) be recorded in the minutes of the Directors' meeting at which the notice is given.
- 19.3 Where a Director has a material personal interest in a matter that is being considered at a Board meeting, such Director must not be present while the matter is being considered at the meeting or vote on the matter, except where:
- a) otherwise authorised by the Act; or
 - b) the material personal interest is a matter that is not required to be disclosed under this section or under the Act; or
 - c) the Directors who do not have a material personal interest in the matter have passed a resolution that states that those Directors are satisfied that the interest should not disqualify the Director from voting or being present.
- 19.4 Nothing in this section affects the duty of a Director who holds any office or possesses any property whereby directly or indirectly duties or interests might be created in conflict with the director's duties or interests, to declare at a meeting of Directors the fact, nature, character and extent of the conflict; or to comply with the Act.
- 19.5 A Director is not disqualified by the Director's office from contracting with the Company or any related body corporate of the Company in any capacity by reason of holding of the office of Director, providing the Board has approved such a contract.
- 19.6 In relation to a contract or arrangement in which a Director has a material personal interest:
- a) the fact that the Director signed the document evidencing the contract or arrangement will not in any way affect its validity; and
 - b) a contract or arrangement made by the Company or any related body corporate with a Director may not be avoided merely because the Director is a party to the contract or arrangement or otherwise interested in it; and
 - c) the Director will not be liable to account to the company for any profit derived in respect of the contract or arrangement merely because of the Director's office or the fiduciary relationship it entails.
- 19.7 In all other respects, the Board may determine the procedure for, regulate and adjourn its meetings as it thinks fit.

20 The Company in General Meeting

Annual General Meeting

- 20.1 The Company must hold an Annual General Meeting within eighteen (18) months of its registration as a public company and, thereafter, at least once in each calendar year (within 5 months after the end of the Financial Year).
- 20.2 The business of the Annual General Meeting shall include:
- a) the election of Directors;
 - b) the consideration and approval (or otherwise) of the annual financial report, Directors' report and auditor's report;
 - c) the appointment of the auditor (where applicable);
 - d) any other business referred to in the notice of meeting.

Special General Meetings

- 20.3 All meetings of Members other than Annual General Meetings will be called Special General Meetings and may be called by:
- a) the Chair acting on a resolution of the Board; or
 - b) any other person(s) permitted to call such meeting pursuant to the Act.

Notice of General Meetings

- 20.4 No business shall be transacted at any General Meeting unless, at least twenty-one (21) days prior to the date fixed for the meeting (unless the Act allows a lesser time period), each Member has been served with a notice which complies with the notice requirements set out in the Act, and if the meeting is to be held in two or more places, the technology that will be used to facilitate the meeting.

Proxy Representatives at General Meetings

Right to appoint proxy

- 20.5 A Member of the Company who is entitled to attend and cast a vote at a General Meeting may appoint another person or a body corporate to attend the meeting and act as their proxy representative.
- 20.6 A Member may appoint one (1) proxy, who must be named on the proxy instrument.
- 20.7 A person appointed as a proxy may, but need not, be a Member of the Company.
- 20.8 A proxy has the same right as the Member to speak and vote at the meeting and may be appointed in respect of more than one meeting.
- 20.9 No Member may hold more than one proxy per meeting.

Verification and lodgement of proxies

- 20.10 An instrument appointing an attorney to act on behalf of a Member at all general meetings (or at all meetings for a specified period) will only be effective if the following documents are received by the Company not less than forty-eight (48) hours (or any shorter period as the Board may permit) before the commencement of the meeting or adjourned meeting at which the attorney proposes to vote:
- a) a Power of Attorney or a certified copy of that Power of Attorney and;
 - b) any evidence that the Board may require of the validity and non-revocation of that power of attorney.
- 20.11 If a general meeting has been adjourned, an appointment and any authority received by the Company at least twenty-four (24) hours before the resumption of the meeting are effective for the resumed part of the meeting.

Right to direct manner of voting by proxyholder or attorney

- 20.12 An instrument appointing a proxy or attorney may direct the manner in which the proxy or attorney is to vote in respect of a particular resolution and, where an instrument so provides, the proxy or attorney is not entitled to vote on the proposed resolution except as directed in the instrument.
- 20.13 Where a direction to vote has not been made on the appointment of the proxy, the proxy may vote as the proxy thinks fit on any motion or resolution.

Form of proxy or attorney

- 20.14 An instrument appointing a proxy or attorney need not be in any particular form provided it is in writing, legally valid and signed by the appointer or the appointer's attorney.

Validity of proxies and attorneys

- 20.15 A proxy document is invalid if it is not deposited or produced prior to a meeting or a vote being taken as required by this Constitution.
- 20.16 A vote exercised in accordance with the terms of an instrument of proxy, a power of attorney or other relevant instrument of appointment is valid despite:
- a) the previous death or unsoundness of mind of the principal; or
 - b) the revocation of the instrument (or the authority under which the instrument was executed) or the power, unless notice in writing of the death, unsoundness of mind or revocation has been received by the Company at its registered office not less than forty-eight (48) hours (or any shorter period as the directors may permit) before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.
- 20.17 A proxy is revoked by the principal attending the meeting

Where the proxy is incomplete

- 20.18 No instrument appointing a proxy is treated as invalid merely because it does not contain:
- a) the address of the appointer or of a proxy; or
 - b) in relation to any or all resolutions, an indication of the manner in which the proxy is to vote.

Ballot by postal or electronic or other technological means

- 20.19 A resolution of the members decided by ballot by postal or electronic or other technological means shall be valid and effective as if it had been passed at a meeting duly called and constituted.
- 20.20 Any ballot by postal or electronic or other technological means shall be conducted in the manner prescribed by the Board from time to time.

21 Conduct of General Meetings

General meetings assisted by technology

- 21.1 A General Meeting may be held using any means of audio or audio-visual communication by which each Member or Proxy participating can hear and be heard by each other Member or Proxy participating or in any other way permitted by section 248D of the Act. A General Meeting held solely or partly by technology is treated as held at the place at which the Chair of the meeting is located.

Quorum at a General Meeting

- 21.2 To constitute a quorum at a General Meeting, the number of Members and/or proxy representatives present (in person or using such technology as is permitted) and entitled to vote must be equal to or greater than eight (8).
- 21.3 No business is to be transacted (i.e. no resolutions are to be heard) unless a quorum is present at the meeting. Where a Member or proxy representative leaves a meeting part way through, and those remaining do not constitute a quorum, the meeting may continue, but no business is to be transacted unless or until a quorum is again present.
- 21.4 If within half an hour of the time appointed for a General Meeting a quorum is not present the meeting is to stand adjourned to a time and date announced by the Chair.
- 21.5 At any time during a General Meeting, where the Members resolve to adjourn the meeting until another specified time and place, the chair of the meeting must so adjourn the meeting but need not provide further notice of the adjournment to the Members. Only unfinished business is to be transacted at any such adjourned meeting.

21.6 The Chair is to preside over all General Meetings, except that where he or she is not present within ten (15) minutes of the time appointed for a General Meeting, the Deputy Chair is to chair such meetings (or where the Deputy Chair is also not present within ten (15) minutes, such other Member as is chosen by the Members present).

Chair's powers at General Meetings

21.7 Subject to the terms of this Constitution dealing with adjournment of meetings, the ruling of the Chair on all matters relating to the order of business, procedure and conduct of the General Meeting is final and no motion of dissent from a ruling of the Chair may be accepted.

21.8 The Chair, in his or her discretion may expel any Member or Director from a General Meeting if the Chair reasonably considers that the Member's or Director's conduct is inappropriate. The following conduct may be considered inappropriate in a General Meeting:

- a) the use of offensive or abusive language; or
- b) attendance at the meeting while under the influence of alcohol or any kind of drug; or
- c) possession of any article, including a recording device or other electronic device or a sign or banner which the Chair considers is dangerous, offensive or disruptive or likely to become so.

Resolutions and Voting at General Meetings

21.9 Objections to a right to vote at a General Meeting may only be made at the meeting and must be determined by the Chair of the meeting, whose decision is final.

21.10 Voting on a resolution shall be a show of hands unless a poll is demanded by:

- a) at least five Members and/or proxy representatives entitled to vote on the resolution; or
- b) Members and/or proxy representatives with at least five percent (5%) of the votes that may be cast; or
- c) the Chair of the meeting.

21.11 Despite clause 21.10, a poll may not be demanded on any resolution concerning the election of the Chair of the meeting or the adjournment of a meeting.

21.12 Despite clause 21.10, the election of Directors shall at all times be conducted according to the procedure set out in section 10.

21.13 In all other respects, the Chair of the meeting may determine how voting is carried out.

21.14 A resolution of the General Meeting shall be passed by simple majority of the votes cast by Members and proxy representatives who are present and entitled to vote, unless a Special Resolution is required by this Constitution or the Act. The Chair of the meeting does not have a casting vote. If an equal number of votes is cast for and against a resolution, the matter is decided in the negative.

- 21.15 Subject to the Act, anything done (including the passing of a resolution) at a meeting of Members is not invalid if either or both;
- a) a person does not receive notice of the meeting: or
 - b) the Company accidentally does not give notice of the meeting to a person.

22 General

Chief Executive Officer

- 22.1 The Directors may appoint a person to the role of Chief Executive Officer of the company for the period, and on the terms as the Directors see fit.
- 22.2 The CEO shall not be a Director of the Company.
- 22.3 The Directors may revoke or vary:
- a) an appointment; or
 - b) any of the powers conferred on the Chief Executive Officer.
- 22.4 Subject to the Act, any compensation payable to a person in respect of the revocation of that person's appointment as Chief Executive Officer will be governed by the terms of any agreement between the company and that person.

Company Secretary

- 22.5 The Board shall appoint the Company Secretary of the Company.
- 22.6 The Company Secretary shall hold office on such terms and conditions as the Board determines.

Authority to sign on behalf of Company

- 22.7 Any agreement, deed or other legally binding instrument may only be executed on behalf of the Company in accordance with a policy adopted by the Board from time to time, but such a policy must be in compliance with the Act.
- 22.8 A negotiable instrument may only be signed, drawn, accepted, endorsed or otherwise executed on behalf of the Company in accordance with a policy adopted by the Board from time to time, but such a policy must be in compliance with the Act.
- 22.9 The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with Sections 22.7.

23 Amendment of Constitution

- 23.1 This Constitution may only be altered, rescinded or added to by a Special Resolution of the Company in a General Meeting.

24 Service of Notices and Documents

- 24.1 For the purposes of this Constitution, anything which is to be served upon or given to a person shall be deemed to be served upon or given to that person where it is served:
- a) personally, or
 - b) by sending it by pre-paid post to the address of the person (or, in the case of a Member, to the address of the Member in the register of Members); or
 - c) by faxing it to the person's fax number or emailing it to the person's email address (if any) nominated by the person (or, in the case of a Member, to such fax number or email address as is in the register of Members, if any).
- 24.2 For the purposes of this Constitution, anything which is to be served upon or given to the Company shall be deemed to be served upon or given to that person where it is served:
- a) in a manner provided for in the Act; or
 - b) where it is served upon the Company Secretary.
- 24.3 For the purpose of this Constitution, anything to be served or given is taken to be served or received:
- a) in the case of something given or served personally, on the date on which it is actually received by the person; and
 - b) in the case of something sent by pre-paid post, on the second working day after posting; and
 - c) in the case of something faxed or sent by email, on the working day after transmission; and
 - d) in the case of something communicated by telephone, audio-visual or instantaneous communication, at the time such communication actually occurs.

25 Directors and Officers Indemnity and Insurance

- 25.1 To the extent permitted by law, the Company may (by agreement or deed) indemnify each relevant Director or Officer of the Company against a Liability of that person and Legal Costs of that person in relation to acting in to acting in performance of that persons lawful duties for the Company. This shall include claims made or actions or proceedings commenced in regard to any acts or omissions of the Directors or Officers, including claims made or actions or proceedings commenced by any Member of the Company.
- 25.2 To the extent permitted by law, the Company may also make a payment (whether by way of advance, loan or otherwise) to a relevant Director or Officer in respect of Legal Costs of that person. This provision shall only apply where that relevant Director or Officer has acted in compliance with the Act and within the scope of their duties according to any employment agreement, policies or other written document that establishes the role of the Director or Officer within the Company.

- 25.3 The benefit of each indemnity given in clause 25.1 continues, even after its terms or the terms of this Clause are modified or deleted, in respect of a liability arising out of acts or omissions occurring prior to the modifications or deletion.
- 25.4 To the extent permitted by law, the Company may pay, or agree to pay, a premium for a contract insuring a relevant Director or Officer against a Liability of that person and Legal Costs of that person only where that relevant Director or Officer has acted in compliance with the Act and within the scope of their duties according to any employment agreement, policies or other written document that establishes the role of the Director or Officer within the Company.

26 Gift Fund

Company to maintain a Gift Fund

- 26.1 The Company must maintain a Gift Fund in accordance with this clause 26 for so long as it seeks or has obtained endorsement as a deductible gift recipient from the Australian Taxation Office.

Rules applying to the Gift Fund

- 26.2 The following rules apply to any Gift Fund established and maintained by the Company:
- 26.3 The Gift Fund must have a name.
- 26.4 The Company must maintain sufficient documents to provide evidence of the Gift Fund's purpose and operations.
- 26.5 The Company must maintain a separate bank account for the Gift Fund.
- 26.6 The following must be credited to the Gift Fund:
- a) All gifts of money or property or deductible contributions to the Company for the Predominant Purpose.
 - b) All money or property or deductible contributions received by the Company because of those gifts.
- 26.7 No other money or property may be credited to the Gift Fund.
- 26.8 The Company must use any gifts, money or property of the kind referred to in clause 26.6 only for the Predominant Purpose.

Winding up of Gift Fund

- 26.9 Despite clause 26.1, if the Gift Fund is wound up or the Company ceases to be a deductible gift recipient for any reason, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it must be transferred to a fund, authority or institution to which income tax deductible gifts can be made.
- 26.10 For the avoidance of doubt, if a Gift Fund operated by the Company is wound up but the Company remains a deductible gift recipient and operates any other gift fund in

accordance with this section 26, any surplus assets of the Gift Fund that is being wound up may be transferred to any other gift fund operated by the Company.

27 Winding up of Company

- 27.1 Subject to section 5, in the event of the organisation being wound up any surplus assets remaining after the payment of the organisation's liabilities shall be transferred to another organisation as determined by the Company Membership. The selected organisation must;
- c) have similar objectives or purposes and be eligible to receive income tax deductible gifts.
 - d) be an authority or institution approved by the Commissioner of Taxation as a public benevolent institution or health promotion charity under the *Income Tax Assessment Act 1997*; and
 - e) prohibit the distribution of its income and property amongst its Members to an extent at least as great as the Company.
- 27.2 If the Members fail to make a determination under Section 27.1 within 20 business days of the winding up of the Company, the liquidator must make an application to the Supreme Court in the jurisdiction the Company is taken to be registered to make that determination.

Funding Agreements/Deeds

- 27.3 To the extent permitted by law, any assets referred to in a Funding Agreement/Deed shall be dealt with in accordance with the provisions of that Funding Agreement/Deed and such assets may include but are not limited to:
- a) any monies received through a Funding Agreement/Deed including any interest accrued on those monies;
 - b) any assets purchased by the Company using monies received through a Funding Agreement/Deed and any monies derived from the sale, loss or disposal of such assets; and
 - c) any project generated fees including any charges to Service users.
- 27.4 The Company shall consult with each Funding Body and seek their written consent (if required under the relevant Funding Agreement/Deed) prior to assigning or otherwise disposing of any assets or its interests under a Funding Agreement under the provisions of this section 27.