



Ethnic Communities'
Council of NSW
REPRESENTING ALL COMMUNITIES

Constitution

Ethnic Communities' Council
of New South Wales Limited



Table of contents

1	Definitions and interpretation	4
1.1	Replaceable Rules	4
1.2	Definitions	4
1.3	Interpretation	6
2	Name and structure	7
2.1	Name of the Company	7
2.2	Successor	7
2.3	Company limited by Guarantee	7
2.4	Constitution of Company	7
3	Objects	7
4	Income and property	8
5	Deductible Gift Recipient status	8
5.1	General	8
5.2	Winding up or revocation of Deductible Gift Recipient status	8
6	Winding up	9
6.1	Limited liability of Members	9
6.2	Distribution of Property	9
7	Membership	9
7.1	Classes of Membership	9
7.2	Eligibility and admission	10
7.3	Cessation of Membership	11
7.4	Fees	11
7.5	Discipline of Members – Board	12
7.6	Discipline of Members – Right to appeal	12
8	Delegate Member Appointment	13
8.1	Nomination	13
8.2	Calculation of nominations	13
8.3	Multiple Delegate Member Appointments	14
8.4	Cessation of nomination as Delegate Member	14
9	Voting rights	14
9.1	Delegate Members	14
9.2	Honorary Life Members	14
10	Representatives	15
11	Meetings of Members	15
11.1	Act to apply	15
11.2	Calling of meetings	15
11.3	Notice of meeting	16
11.4	Omission to give notice	16
11.5	Notice of cancellation or postponement	16
11.6	Venue	16
11.7	Chairperson	16
11.8	Quorum	17
11.9	Failure of quorum	17
11.10	Voting and proceedings at General Meetings	17
11.11	Frequency of AGM	18
12	Proxies	18
12.1	Proxies	18
12.2	Limit on number of proxies	18
12.3	Validity of proxy	19

13	Board of Directors	19
	13.1 Number of Directors	19
	13.2 Classes of Directors	19
	13.3 Eligibility	19
	13.4 Method of election of Elected Directors	19
	13.5 Method of appointment of Co-Opted Directors	20
	13.6 Youth Director	20
	13.7 Term of Directors	20
	13.8 Casual Vacancies	20
	13.9 Office Bearers	20
	13.10 Vacation of office	21
	13.11 Transition – 2024	22
14	Operation of the Company	22
	14.1 Powers and duties of the Board	22
	14.2 Reserve Powers	23
	14.3 Negotiable Instruments	23
15	Proceedings of the Board	23
	15.1 Board Meetings	23
	15.2 Notice of Board Meeting	23
	15.3 Voting	23
	15.4 Quorum	24
	15.5 Continuing Directors	24
	15.6 Written Resolution	24
	15.7 Procedure at Board Meetings	24
	15.8 Board Committees	24
16	Members' Forum	25
	16.1 Composition	25
	16.2 Board Appointment	25
	16.3 Further Appointment	25
	16.4 Term	25
	16.5 Role	26
	16.6 Removal	26
	16.7 Casual Vacancies	26
	16.8 Meetings	26
17	Returning Officer	26
	17.1 Appointment and replacement	26
	17.2 Term	27
	17.3 Re-appointment	27
18	Director's duties and interests	27
	18.1 Holding Offices or entering into Agreements	27
	18.2 Duty to disclose Material Personal Interests	27
	18.3 Effect of Director having a Material Personal Interest	27
	18.4 Duty to disclose a conflict of interest	27
19	By-Laws	28
	19.1 By-Laws	28
	19.2 Effect of By-Laws	28
	19.3 Inconsistency	28
20	Company seals	28
	20.1 Common Seal	28
	20.2 Use of Seals	28
	20.3 Fixing Seals to documents	28
21	Financial Year	28
22	Accounts and audit	29

22.1	Keeping accounts	29
22.2	Board responsibilities.....	29
22.3	Right of access	29
22.4	Audit.....	29
22.5	Inspection of financial records and books	29
23	Service of notices.....	29
23.1	Service to Members	29
23.2	Service to Board	30
23.3	Timing of service.....	30
24	Indemnity	30
24.1	Indemnity	30
24.2	Insurance	30
24.3	Former Officers.....	30
25	Amendments to Constitution.....	30

1 Definitions and interpretation

1.1 Replaceable Rules

All of the replaceable rules set out in the Act which the Company is entitled to displace are displaced by the rules set out in this Constitution.

1.2 Definitions

The following definitions apply in this Constitution:

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

Affiliate Member means a Member in the Membership class described in clause 7.1(a)(i), which must meet the criteria in clause 7.1(b);

AGM means annual General Meeting;

Annual Subscription means an annual subscription fee payable by Members, pursuant to clause 7.4(a);

Associate Member means a Member in the Membership class described in clause 7.1(a)(iii), who must meet the criteria in clause 7.1(d);

Board means the board of Directors of the Company;

Board Committee means a committee of the Board established under clause 15.8(a);

Business Day means a day which is not a Saturday, Sunday, public holiday or bank holiday in New South Wales;

By-Laws means by-laws of the Company made under clause 19.1;

Chair means the Director appointed from time to time to be the chair of the Company under clause 13.9(a)(i)(A);

Chairperson means, in relation to a General Meeting, the chairperson of the meeting under clause 11.7, and in relation to a Board meeting, the chairperson of the meeting under clause 15.1(d);

Charity Legislation means legislation binding the Company that regulates the registration, reporting obligations or governance of the Company as a charity, as amended or replaced from time to time;

Company means Ethnic Communities' Council Of New South Wales Limited;

Co-Opted Director means a Director appointed under clause 13.5;

Constitution means this constitution;

Corporate Member means a Member in the Membership class referred to in clause 7.1(a)(iv), which must satisfy the criteria in clause 7.1(e);

Deductible Gift Recipient means deductible gift recipient under Sub-division 30-BA of the Tax Act;

Delegate Member means a Member in the Membership class referred to in clause 7.1(a)(ii), who must satisfy the criteria in clause 7.1(c), and includes where applicable the Youth Delegate;

Delegate Member Appointment means a Delegate Member being:

- (a) validly nominated by an Affiliate Member under clause 8.1, which nomination has not ceased under clause 8.4; and

(b) presently admitted as a Member by the Board under clause 7.2;

Deputy Chair means the Director appointed from time to time to be the deputy chair of the Company under clause 13.9(a)(i)(B);

Director means a Director of the Company (and includes both Elected Directors and Co-Opted Directors), and **Directors** means, as the context requires, the number of Directors which has authority to represent the Board;

Elected Director means a Director elected under clause 13.4;

Entrance Fee means a fee payable in order to become a Member, pursuant to clause 7.4(a);

Financial Year means the financial year of the Company set out in clause 21;

General Meeting means a meeting of Members duly called and constituted in accordance with this Constitution and includes any adjourned holding of it;

Guarantee Amount means the Member's guarantee amount referred to in clause 6.1;

Honorary Life Member means a Member in the Membership class referred to in clause 7.1(a)(v), who must satisfy the criteria in clause 7.1(f);

Incorporated Association means the New South Wales incorporated association known as Ethnic Communities' Council Of New South Wales Incorporated (registration number Y1819705);

Insolvency Event means an event by which a person:

- (a) is insolvent, insolvent under administration, or states that it is unable to pay its debts when they become due and payable;
- (b) is placed in or under any form of external administration including if a party or its property is subject to the appointment of an administrator, a controller, receiver or receiver and manager, a liquidator or an official manager;
- (c) is made subject to any compromise or arrangement with any of its creditors or members or scheme for its reconstruction or amalgamation, otherwise than as a result of voluntary corporate reconstruction;
- (d) is wound up or dissolved, or an order or resolution is made to wind up or dissolve the party;
- (e) any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of the relevant person or his or her estate under any laws relating to insolvency;
- (f) is or applies to be protected from any of its creditors under any applicable legislation, or
- (g) has anything similar to any of the events in paragraphs (a) to (f) happen to it under the law of any applicable jurisdiction;

Material Personal Interest means a material personal interest for the purposes of the Act;

Member means a member of the Company from time to time (and includes Affiliate Members, Associate Members, Corporate Members, Delegate Members and Honorary Life Members), and **Membership** has the equivalent meaning;

Members' Forum means the group of persons constituted under clause 16;

Objects means the objects of the Company under clause 3;

Office Bearers means the positions referred to in clause 13.9;

Representative means a representative of a Member under section 250D of the Corporations Act, as set out in clause 10;

Returning Officer means the person holding that role under clause 17;

Secretary means any person appointed under clause 13.9(a)(i)(A) to perform the duties of a secretary of the Company under the Act;

Special Resolution has the meaning given to that term by the Act;

Tax Act means the *Income Tax Assessment Act 1997* (Cth);

Voting Member means a Member who is entitled to vote at a General Meeting at a given point in time under clause 7.1 and:

- (a) who is not in arrears to pay any Annual Subscription; or
- (b) in the case of a Delegate Member, is currently nominated by at least one (1) Affiliate Member and such Affiliate Member has paid all Annual Subscriptions due and payable by it;

Voting Member Present means a Voting Member being present in person, but not by Representative, proxy or attorney;

Youth Delegate means a Delegate Member designated by an Affiliate Member as a youth delegate under clause 8.1, who must be a person aged at least eighteen (18) years old and younger than thirty (30) years old; and

Youth Director means the Director who is appointed to be the youth Director of the Company under clause 13.9(a)(ii), who must be at least eighteen (18) years old and younger than thirty (30) years old upon commencement of his or her term as a Director.

1.3 Interpretation

The following rules apply in interpreting this Constitution:

- (a) words importing the singular include the plural and *vice versa*;
- (b) words importing a gender include any gender;
- (c) words or expressions defined in the Act or the Charity Legislation, have those meanings;
- (d) except so far as the contrary intention appears in this Constitution, an expression has, in a provision of these rules that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act;
- (e) headings are for convenience only, and do not affect interpretation;
- (f) a reference to:
 - (i) a party includes its administrators, successors, substitutes by novation and assigns;
 - (ii) any legislation includes legislation varying consolidating or replacing that legislation and includes all regulations or other instruments issued under that legislation;
 - (iii) a person includes a natural person, a body incorporated or unincorporated, partnership or any legal entity, and
 - (iv) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated; and

- (g) in the event the Company is a registered charity under the Charity Legislation, the following clauses will apply as though section 111L of the Act did not apply: 10, 11.1, 11.2(b), 11.3(b), 11.11, 12.1, 12.3 and 18.2.

2 Name and structure

2.1 Name of the Company

The name of the Company is Ethnic Communities' Council Of New South Wales Limited.

2.2 Successor

The Company is the successor in title to the Incorporated Association, pursuant to section 601BM(1) of the Act.

2.3 Company limited by Guarantee

The Company is limited by guarantee and the liability of the Members is limited as provided in this Constitution. The Company is bound to comply with its Objects and character as a not-for-profit company limited by guarantee that is a registered entity under the Act and Charity Legislation.

2.4 Constitution of Company

This is the constitution of the Company and comprises its governing document for the purposes of the Charity Legislation.

3 Objects

- (a) The Company is a charitable institution, established to provide assistance to communities in New South Wales which are culturally diverse, multilingual, multi-faith or have diverse spiritualities (**Communities**). In order to achieve this, the Company will:
- (i) support, provide assistance to, and further the welfare of, vulnerable and disadvantaged members of the Communities, and facilitate access to support services for those members;
 - (ii) promote joint action and co-operation between the Communities, and between the Communities and the broader New South Wales and Australian community, on issues of common concern to provide for social coherence and stability;
 - (iii) advance the rights of the Communities, including by furthering effective participation in decisions which affect them and sharing of Community resources;
 - (iv) encourage the development of organisations concerned with the social and cultural life and welfare of the Communities;
 - (v) participate actively in the development of a culturally pluralistic society in New South Wales by promoting interaction with, rather than isolation from, the mainstream of Australian life;
 - (vi) actively promote the principles of multiculturalism;
 - (vii) promote democratic attitudes for racial harmony and understanding;
 - (viii) represent the interests of the Communities to government, non-Government entities, stakeholders and the broader New South Wales community;

- (ix) advance education regarding the languages of the Communities;
 - (x) oppose all forms of discrimination, defamation and vilification on the grounds of multicultural or national origin, race, religion, colour, gender, age, disability or sexual orientation; and
 - (xi) do anything ancillary to the Objects in clauses 3(a)(i) to 3(a)(x).
- (b) The Company can only exercise its powers in pursuit of the Objects, or for anything ancillary to the Objects.

4 Income and property

- (a) The Company must apply its income and property solely towards promoting the Objects. Subject to clauses 4(b) and 4(c), no part of the Company's income or property may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise to any of the Members or Directors.
- (b) Nothing in this Constitution prevents the payment in good faith of remuneration to any officers or employees of the Company or to any Member in return for:
 - (i) any services actually rendered to the Company;
 - (ii) goods supplied in the ordinary course and usual way of business;
 - (iii) interest on money lent to the Company at reasonable rates; or
 - (iv) reasonable rent for premises leased to the Company.
- (c) The Company may only make payments to Directors as reimbursement for out-of-pocket expenses, incurred in their capacity as Directors, so long as the amount has been approved by the Board, and cannot make any other payments to Directors.

5 Deductible Gift Recipient status

5.1 General

If at any time the Company has the status of a Deductible Gift Recipient, any provisions which from time to time are required in order to maintain the status of the Company as a Deductible Gift Recipient are deemed to form part of this Constitution.

5.2 Winding up or revocation of Deductible Gift Recipient status

- (a) Clause 5.2(b) only applies in the event the Company is a Deductible Gift Recipient.
- (b) On the earlier of the winding up of the Company or the revocation of the Company's Deductible Gift Recipient endorsement, the Company must transfer the following to a Deductible Gift Recipient which has similar objects to the Objects and is charitable at law, as approved by the Members:
 - (i) any surplus gifts of money or property for the principal purpose of the Company;
 - (ii) any surplus contributions described in item 7 or 8 of the table in section 30-15 of the Tax Act in relation to a fund-raising event held for that purpose; and
 - (iii) any surplus money received by the Company because of such gifts or contributions.

6 Winding up

6.1 Limited liability of Members

If the Company is wound up, each of the Members undertakes to contribute to the assets of the Company an amount not exceeding \$10.00 for payment of the debts and liabilities of the Company including the costs of the winding up. This undertaking continues for one (1) year after each of the Members ceases to be a Member of the Company.

6.2 Distribution of Property

Subject to clause 5.2, if the Company is wound up or dissolved, any property remaining after the satisfaction of the debts and liabilities of the Company will not be paid to or distributed among the Members but will be given or transferred to an organisation nominated by the Members which:

- (a) has similar objects to the Objects and is charitable;
- (b) has a constitution which:
 - (i) requires it to apply its income and property towards its objects; and
 - (ii) prohibits it from paying its income and property to its members to at least the extent set out in clause 4;
- (c) meets the requirements of clause 5 if the Company has Deductible Gift Recipient status at the time of winding up; and
- (d) is exempt from income tax under the Tax Act.

7 Membership

7.1 Classes of Membership

- (a) There will be the following classes of Membership:
 - (i) Affiliate Members;
 - (ii) Delegate Members;
 - (iii) Associate Members;
 - (iv) Corporate Members; and
 - (v) Honorary Life Members.
- (b) Each Affiliate Member:
 - (i) must be a body corporate;
 - (ii) must be not-for-profit;
 - (iii) must have objects which are not contrary to the Objects; and
 - (iv) will not be entitled to vote.
- (c) Each Delegate Member:
 - (i) must be a natural person;
 - (ii) must support the Objects;
 - (iii) must:

- (A) be validly nominated by an Affiliate Member in accordance with clause 8.1; and
 - (B) not have had all of its nominations as a Delegate Member cease in accordance with clause 8.4; and
- (iv) will be entitled to vote.
- (d) Each Associate Member:
 - (i) must be a natural person;
 - (ii) must support the Objects; and
 - (iii) will not be entitled to vote.
- (e) Each Corporate Member:
 - (i) must be a body corporate or government agency;
 - (ii) must support the Objects; and
 - (iii) will not be entitled to vote.
- (f) Each Honorary Life Member:
 - (i) must be a natural person;
 - (ii) must, before being admitted to Honorary Life Membership, be an Associate Member or a Delegate Member;
 - (iii) must have provided outstanding service to the Company;
 - (iv) notwithstanding anything else in this Constitution, will not be required to pay any Entrance Fee or Annual Subscription; and
 - (v) will be entitled to vote.
- (g) The Board may from time to time determine additional qualifications for admission to each Membership class and the rights attached to each Membership class.

7.2 Eligibility and admission

- (a) A person is eligible to be admitted as a Member provided:
 - (i) the person:
 - (A) makes an application for Membership on the application prescribed by the Board and pays any prescribed Entrance Fee;
 - (B) fulfils the eligibility requirements of the relevant Membership class set out in clause 7.1; and
 - (C) agrees to the Guarantee Amount, and to comply with this Constitution; and
 - (ii) the application for Membership has been accepted by the Board.
- (b) The Board may determine any application for Membership in its sole and unfettered discretion.
- (c) The Board may determine to defer any application for Membership to a later date, in which case the Board must refund any Entrance Fee repaid by that applicant, and the applicant may be required to repay the Entrance Fee before the application is reconsidered.

- (d) If the Board:
 - (i) accepts a Membership application, it must inform the applicant and add the applicant to the register of Members kept under the Act; or
 - (ii) rejects a Membership application, it must:
 - (A) inform the applicant, and is not required to give any reasons; and
 - (B) refund any Entrance Fee paid by that applicant.
- (e) The Board may resolve to transfer a Member from one Membership class to another, subject to that Member fulfilling the eligibility requirements of the relevant Membership class set out in clause 7.1.
- (f) Subject to clause 10, Membership rights are not transferable.

7.3 Cessation of Membership

Any person will automatically cease to be a Member if that person:

- (a) resigns as a Member by notice in writing to the Company;
- (b) in the case of a Delegate Member, ceases to be a Member in accordance with clause 8.4(d)(ii);
- (c) in the case of a body corporate or government agency, becomes the subject of an Insolvency Event or subject to any form of insolvent administration;
- (d) in the case of an individual:
 - (i) dies;
 - (ii) becomes bankrupt; or
 - (iii) becomes of unsound mind or physically or mentally incapable of performing the functions of that office;
- (e) ceases to be eligible to be in its Membership class under clause 7.1, unless transferred to another Membership class by the Board under clause 7.2(e);
- (f) is in arrears to pay an Annual Subscription for at least thirty (30) days, and then remains in arrears for a further thirty (30) days after being notified by the Company of its default; or
- (g) is expelled as a Member under clause 7.5.

7.4 Fees

- (a) The Board may, in its discretion, charge an Entrance Fee and/or Annual Subscription to Members.
- (b) The amount of the Entrance Fee and/or Annual Subscription will be determined by the Board from time to time (and the Board may determine to charge none).
- (c) The Board may, in its discretion, determine that:
 - (i) different Membership classes will pay different Entrance Fees and/or Annual Subscriptions; or
 - (ii) any Member(s) are:
 - (A) not required to pay the Entrance Fee and/or Annual Subscription in a given year; or

- (B) required to pay a different amount from other Members for the Entrance Fee and/or Annual Subscription.

7.5 Discipline of Members – Board

- (a) The Directors may pass a resolution at a Board meeting to suspend or expel a Member, if they decide that it is not in the interests of the Company for the person to remain a Member (**Disciplinary Resolution**).
- (b) At least two (2) weeks before the Disciplinary Resolution is passed, the Board must provide written notice of the proposed meeting and Disciplinary Resolution to the Member the subject of the proposed Disciplinary Resolution, so as to enable the Member to provide any written representations to the Board.
- (c) Before the Board passes the Disciplinary Resolution, the Member is entitled to put its case to the Board by:
 - (i) giving the Secretary a written statement for circulation to the Board at the meeting; and/or
 - (ii) speaking to the proposed Disciplinary Resolution at the Board meeting.
- (d) Following the Board meeting at which the Disciplinary Resolution is considered, the Board must provide the relevant Member notice of its decision within one (1) week. If the decision is to pass the Disciplinary Resolution, then:
 - (i) the notice must inform the Member of its right to appeal under clause 7.6; and
 - (ii) the Disciplinary Resolution will not take effect until:
 - (A) in the event the Member does not lodge an appeal under clause 7.6(a), the expiry of the time period in that clause; and
 - (B) in the event the Member lodges an appeal under clause 7.6(a), such time as a general meeting confirms the Disciplinary Resolution under clause 7.6.

7.6 Discipline of Members – Right to appeal

- (a) If the Board passes a Disciplinary Resolution, the Member the subject of the Disciplinary Resolution may appeal to a general meeting, by providing notice of the appeal to the Secretary within one (1) week of the Member receiving notice under clause 7.5(d).
- (b) If the Secretary receives notice under clause 7.6(a) within the required timeframe, then the Board must convene a general meeting within one (1) month of receipt of that notice, to consider whether to confirm or revoke the Disciplinary Resolution.
- (c) At the general meeting referred to in clause 7.6(b), the Member the subject of the Disciplinary Resolution is entitled to put its case to the Members by:
 - (i) giving the Board a written statement for circulation to the Members; and
 - (ii) speaking to the proposed resolution at the general meeting.
- (d) The written statement referred to in clause 7.6(c)(i) is to be circulated by the Board to the Members by:
 - (i) sending a copy to everyone to whom the notice of general meeting is required to be sent; or
 - (ii) if there is not time to send a copy before the general meeting, having the statement distributed to Members attending the general meeting and read out at the general meeting before the resolution is voted on.

- (e) If Members at the general meeting resolve to confirm the Disciplinary Resolution, then the Disciplinary Resolution immediately takes effect, and there are no further rights of appeal.

8 Delegate Member Appointment

8.1 Nomination

Affiliate Members may nominate Delegate Members as follows:

- (a) Affiliate Members with up to fifty (50) members may nominate, at a given time:
- (i) up to one (1) Delegate Member who is a Delegate Member Appointment; and
 - (ii) up to one (1) further Delegate Member who is a Delegate Member Appointment, who must be designated as its Youth Delegate;
- (b) Affiliate Members with between fifty-one (51) and two hundred and fifty (250) members may nominate, at a given time:
- (i) up to two (2) Delegate Members who are Delegate Member Appointments; and
 - (ii) up to one (1) further Delegate Member who is a Delegate Member Appointment, who must be designated as its Youth Delegate; and
- (c) Affiliate Members with two hundred and fifty-one (251) members or more may nominate, at a given time:
- (i) up to three (3) Delegate Members who are Delegate Member Appointments; and
 - (ii) up to one (1) Delegate Member who is a Delegate Member Appointment, who must be designated as its Youth Delegate,

and must give the Board notice of its nomination(s) in writing (including whether the nomination is its designated Youth Delegate).

8.2 Calculation of nominations

For the purposes of clause 8.1:

- (a) on:
- (i) each date on which Annual Subscriptions fall due; or
 - (ii) any other date determined by the Board,
- Affiliate Members must declare their number of members to the Board; and
- (b) an Affiliate Member's maximum number of Delegate Member Appointments will be determined based on its declaration under clause 8.2(a), and that determination will remain in place for that Affiliate Member until its next declaration under clause 8.2(a).
- (c) If:
- (i) an Affiliate Member's maximum number of Delegate Member Appointments decreases under clause 8.2(b); and
 - (ii) the Affiliate Member has more Delegate Member Appointments than the revised maximum,

then that Affiliate Member must promptly withdraw the relevant number of nominations pursuant to clause 8.4(a)(i).

8.3 Multiple Delegate Member Appointments

- (a) One (1) individual may simultaneously be the Delegate Member Appointment for up to three (3) different Affiliate Members.
- (b) Each Delegate Member Appointment held by an individual will count towards the relevant nominating Affiliate Member's maximum number of Delegate Member Appointments under clause 8.1 **Error! Reference source not found..**
- (c) An individual may only hold a single Delegate Membership, despite being a Delegate Member Appointment in relation to different Affiliate Members under this clause 8.3.

8.4 Cessation of nomination as Delegate Member

- (a) An Affiliate Member may:
 - (i) by written notice to the Board, withdraw its nomination of a Delegate Member; or
 - (ii) upon nominating its Delegate Member, specify an end date for that Delegate Member's nomination.
- (b) If a Delegate Member is an Affiliate Member's nominated Youth Delegate, then upon ceasing to qualify as a Youth Delegate, that Delegate Member will be deemed to cease being nominated by that Affiliate Member.
- (c) If an Affiliate Member ceases to be an Affiliate Member, then any Delegate Member nominated by that Affiliate Member ceases to no longer be nominated by that Affiliate Member.
- (d) If a Delegate Member ceases to be nominated by an Affiliate Member under clause 8.4(a), 8.4(b) or 8.4(c), then:
 - (i) if the Delegate Member is still a valid Delegate Member Appointment in relation to a different Affiliate Member, he or she will continue to be a Delegate Member, but have one (1) fewer vote under clause 9.1; or
 - (ii) if the Delegate Member is no longer a valid Delegate Member Appointment in relation to any Affiliate Member, then he or she will cease to be a Delegate Member.

9 Voting rights

9.1 Delegate Members

Each Delegate Member will hold one (1) vote on a resolution, unless that Delegate Member is a Delegate Member Appointment in relation to two (2) or three (3) Affiliate Members under clause 8.3(a), in which case that Delegate Member will hold a vote on a resolution for each of those Delegate Member Appointments.

9.2 Honorary Life Members

Each Honorary Life Member will hold one (1) vote on a resolution.

10 Representatives

10.1 Representatives

Each body corporate Member must, by notice to the Company, appoint at least one (1) natural person as its Representative (which appointment may be by reference to position held).

10.2 Exercise of powers

If more than one (1) representative is appointed, only one (1) Representative may exercise the body corporate Member's powers at any one time.

10.3 Notices

All notices from the Company served on a body corporate Member under its Constitution must also be served on its Representative.

10.4 Removal and replacement

A body corporate Member may remove and replace its Representative by notice to the Board.

10.5 Representation

Body corporate Members are represented at General Meetings by their Representatives.

10.6 Actions

The actions of a body corporate Member's Representative bind that Member.

11 Meetings of Members

11.1 Act to apply

General Meetings and AGMs of the Company will be held in accordance with the provisions of the Act.

11.2 Calling of meetings

- (a) Any three (3) Directors may call a General Meeting.
- (b) General Meetings will be convened on such requisition by Members as provided by the Act, being that:
 - (i) the request must be to the Company in writing, from Members with at least five per cent (5%) of the votes that may be cast at the General Meeting, worked out at midnight before the request is given to the Company;
 - (ii) the request must:
 - (A) state any resolution to be proposed at the General Meeting; and
 - (B) be signed by the Members making the request;
 - (iii) separate copies of a document setting out the request may be used for signing by Members if the wording of the request is identical in each copy; and
 - (iv) the Board must call the General Meeting within twenty-one (21) days after the request is given to the Company, and the General Meeting is to be held not later than two (2) months after the request is given to the Company.

11.3 Notice of meeting

- (a) Subject to shorter notice being given under the Act, at least twenty-one (21) days' notice of a General Meeting must be given to every Member, by post or by electronic mail.
- (b) Every notice of a General Meeting must:
 - (i) set out the place, date and time of meeting;
 - (ii) set out the general nature of any business of the meeting;
 - (iii) if a Special Resolution is to be proposed, set out an intention to propose the Special Resolution and state the resolution;
 - (iv) contain a statement setting out the following in relation to proxy voting:
 - (A) that the Member has a right to appoint a proxy; and
 - (B) that a proxy need not be a Member; and
 - (v) include a copy of the form of appointment of proxy under clause 12.1(b)(iii).

11.4 Omission to give notice

The accidental omission to give notice of a General Meeting to, or the non-receipt of any such notice by, a person entitled to receive it, or the accidental omission to advertise (if necessary) such General Meeting, does not invalidate the proceedings at, or any resolution passed at, any such General Meeting.

11.5 Notice of cancellation or postponement

- (a) The Board may cancel a General Meeting:
 - (i) convened by the Board; or
 - (ii) convened by Members pursuant to clause 11.2(b) upon receipt by the Board of a notice of withdrawal of the requisition of the General Meeting from those Members,

by further written notice to the Members.
- (b) The Board may postpone a General Meeting through a notice to the Members before the time of the meeting as specified in the original notice of meeting.

11.6 Venue

Despite any other clause, the Company may hold a General Meeting using technology that gives each Member a reasonable opportunity to participate in the General Meeting.

11.7 Chairperson

The following person will be the Chairperson of a General Meeting in the following order of availability:

- (a) Chair;
- (b) Deputy-Chair;
- (c) Secretary;
- (d) another Director chosen by the Voting Members Present; and
- (e) a Member or Representative chosen by the Voting Members Present.

11.8 Quorum

- (a) No business may be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- (b) Subject to clause 11.9(b):
 - (i) thirty-five (35) individuals who are Delegate Members and who are Voting Members Present; or
 - (ii) individuals who comprise five per cent (5%) of the total number of individuals who are Delegate Members each being a Voting Member Present (rounded up to the nearest integer),

whichever is the lower, constitutes a quorum.

11.9 Failure of quorum

- (a) If a quorum is not present within thirty (30) minutes from the time appointed for a General Meeting:
 - (i) where the meeting was called by, or in response to, the requisition of Members, the meeting is dissolved; or
 - (ii) in any other case, the meeting stands adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine.
- (b) At the adjourned meeting:
 - (i) fifteen (15) individuals who are Delegate Members and who are Voting Members Present; or
 - (ii) individuals who comprise three per cent (3%) of the total number of individuals who are Delegate Members each being a Voting Member Present (rounded up to the nearest integer),

whichever is the lower, constitutes a quorum. If at the adjourned meeting a quorum is not present within thirty (30) minutes from the time appointed for the meeting, the meeting is dissolved.

11.10 Voting and proceedings at General Meetings

- (a) At any General Meeting, a resolution put to the vote of the meeting will be decided by a poll.
- (b) Notwithstanding anything else contained in this Constitution:
 - (i) a Member which is in arrears for payment of its Annual Subscription is not entitled to vote on a resolution at a General Meeting; and
 - (ii) if an Affiliate Member is in arrears for payment of its Annual Subscription, any Delegate Member presently nominated by that Affiliate Member will not be entitled to exercise the vote arising from that Affiliate Member's nomination on a resolution at a General Meeting (but may exercise votes arising from nominations from other Affiliate Members if applicable).
- (c) In the case of an equality of votes, the Chairperson of the meeting is entitled to a second or casting vote in addition to a deliberative vote.
- (d) All rulings of the Chairperson on any matters of procedure or conduct of the meeting will be final.

11.11 Frequency of AGM

The Company must hold an AGM at least once every calendar year and within five (5) months after the end of its Financial Year.

12 Proxies

12.1 Proxies

- (a) A Member or Representative entitled to attend and/or cast a vote at a General Meeting may appoint any person as the Member's or Representative's proxy to attend and/or vote at the General Meeting.
- (b) An instrument appointing a proxy:
 - (i) must be in writing, signed by the appointor or a person authorised to execute on behalf of the appointor;
 - (ii) may direct the manner in which the proxy is to vote, and if so, the proxy is only permitted to vote in accordance with that direction;
 - (iii) must be in the form directed by the Board in the notice of meeting; and
 - (iv) must be received at the Company's registered office by the time specified in the notice of the General Meeting or adjourned General Meeting to which the instrument relates.

12.2 Limit on number of proxies

- (a) This clause 12.2 only applies in the event that section 111L of the Corporations Act applies to the Company.
- (b) An individual who attends a General Meeting (including the Chairperson) may hold no more than six (6) proxy votes.
- (c) If more than six (6) validly lodged proxy votes appoint the same person and that person attends the General Meeting, then the person will hold six (6) proxy votes in the following order of priority:
 - (i) the proxy votes lodged first in time which have directly appointed that person (rather than as a substitute proxy); and
 - (ii) the proxy votes lodged first in time which have appointed that person as a substitute proxy,
 and the balance will be dealt with under clause 12.2(d).
- (d) If, at any time, a person has been nominated to hold more than six (6) proxy votes under clause 12.2(c), then those proxy votes which exceed the first six (6) proxy votes will each be dealt with in the following order of priority:
 - (i) if a proxy vote appoints a substitute proxy as substitute for the person holding more than six (6) proxy votes, who attends the General Meeting and does not hold more than six (6) proxy votes (applying the order of priority under clause 12.2(c) if necessary), then it will be held by that person; and
 - (ii) any proxy votes which cannot go to a substitute under clause 12.2(d)(i) will be void.
- (e) For the avoidance of doubt, all references in clauses 12.2(c) to 12.2(d) to six (6) proxy votes are to the number of votes, rather than the number of proxy appointments.

12.3 Validity of proxy

If the Company has not received a revocation of an instrument of proxy at least twenty-four (24) hours before the General Meeting to which the instrument relates, then the instrument of proxy is valid, in spite of any death or unsoundness of mind of the principal, or revocation of the instrument.

13 Board of Directors

13.1 Number of Directors

- (a) The Board of Directors will consist of at least seven (7) and no more than thirteen (13) persons, so long as the Board composition complies with clause 13.2.
- (b) Subject to section 201P of the Act, the Board may vary the number of Directors referred to in clause 13.1(a).

13.2 Classes of Directors

The Board will consist of:

- (a) at least seven (7) and up to eleven (11) Elected Directors; and
- (b) up to two (2) Co-Opted Directors, at the Board's discretion.

13.3 Eligibility

- (a) Subject to clause 13.3(b), all Directors must either be Delegate Members, or Associate Members.
- (b) In the event that a Director is a Delegate Member at the commencement of the Director's term, and then ceases to be a Delegate Member during that term:
 - (i) that does not cause the Director's office to vacate; and
 - (ii) at the end of that Director's term, in order to be re-elected or reappointed, so long as that person is then a Delegate Member or an Associate Member.
- (c) No Director may be a current employee or a paid contractor of the Company while holding office as a Director.

13.4 Method of election of Elected Directors

- (a) Nominations for election as Elected Directors:
 - (i) must be in writing, in the form set out by the Board;
 - (ii) must be signed by any two (2) other Delegate Members or Associate Members; and
 - (iii) must be delivered to the Returning Officer at least seven (7) days before the date of the AGM where elections are to be held.
- (b) The Returning Officer shall preside over the election of Directors, and the Returning Officer's decision on all procedural matters is final.
- (c) At the AGM in an odd-numbered year, being where elections are to be held:
 - (i) if the number of nominations received is fewer than the number of positions to be filled at the election, all nominees will be elected for that position, and any unfilled positions will be treated as casual vacancies;

- (ii) if the number of nominations received is equal to the number of positions to be filled at the election, all nominees will be elected; and
- (iii) if the number of nominations received is higher than the number of positions to be filled at the election, a ballot will be held, with the Board determining the manner of the ballot.

13.5 Method of appointment of Co-Opted Directors

The Board may appoint Delegate Members or Associate Members as Co-Opted Directors to fill the positions provided for in clause 13.2(b), subject to clause 13.6(b).

13.6 Youth Director

- (a) The Board must ensure that at least one of the Directors is eligible to be the Youth Director.
- (b) In the event that no person eligible to be Youth Director is elected at an AGM pursuant to clause 13.4, then following that AGM, the Board will promptly appoint a Co-Opted Director to the Board under clause 13.5, who is eligible to be Youth Director.

13.7 Term of Directors

- (a) Directors will hold office for the period from:
 - (i) in the case of Elected Directors, the AGM at which an election is held;
 - (ii) in the case of Co-Opted Directors, their appointment under clause 13.5, until the next AGM in an odd-numbered year, being:
 - (iii) approximately two (2) years in the case of an Elected Director; and
 - (iv) up to two (2) years in the case of a Co-Opted Director,

(Director Terms), but will be eligible for reappointment or re-election.
- (b) There is no maximum consecutive number of Director Terms for which a person can serve.

13.8 Casual Vacancies

Subject to clause 13.6(a), in the event of a casual vacancy occurring on the Board, the Board may appoint another Delegate Member or Associate Member to fill the casual vacancy for the balance of the term of the vacating Director, so long as the Board composition still complies with clause 13.2.

13.9 Office Bearers

- (a) At the first meeting of the Board after or when an Office Bearer role has become vacant, the Board must elect:
 - (i) one of their number who is an Elected Director as the:
 - (A) Chair;
 - (B) Deputy Chair;
 - (C) Secretary; and
 - (D) Treasurer; and
 - (ii) one of their number as the Youth Director.

- (b) The Office Bearers will be entitled to hold their positions as Office Bearers for terms commencing on their appointment as Office Bearers and ending at:
 - (i) the end of their terms as Directors; or
 - (ii) the commencement of the first Board meeting after the next AGM,
 whichever is the earlier (**Office Bearer Term**), subject to clause 13.9(c).
- (c) At any time during an Office Bearer Term, the Board may resolve to remove any Office Bearer from the Office Bearer position.
- (d) Subject to clause 13.9(e), there is no maximum consecutive Office Bearer Terms that can be served by a Director.
- (e) A Director may only hold up to two (2) consecutive Office Bearer Terms as Chair (but can serve further consecutive terms as a Director). Upon serving two (2) consecutive Office Bearer Terms as Chair, at least one (1) year must pass before that person may serve again as Chair.
- (f) No Director may simultaneously hold more than one (1) Office Bearer role.
- (g) For the purposes of clause 13.9(c), time spent as Chair in an acting capacity, or filling a casual vacancy, will not be counted. In the event that a Chair is appointed other than at the first Board meeting after an AGM, then this will be deemed to be filling a casual vacancy.

13.10 **Vacation of office**

The office of a Director becomes vacant if the Director:

- (a) dies;
- (b) subject to clause 13.3(b), is a Director and is no longer a Delegate Member nor an Associate Member;
- (c) ceases to comply with clause 13.3(c);
- (d) becomes bankrupt or makes any arrangement or composition with creditors generally;
- (e) becomes prohibited from being a director of, or managing, a company by reason of any order made under the Act;
- (f) is absent without the consent of the Board from three (3) successive meetings of the Board and the Board resolves that his or her office be vacated;
- (g) resigns by notice in writing to the Board;
- (h) becomes of unsound mind or physically or mentally incapable of performing the duties of that office as resolved by the Board;
- (i) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the interest as required by the Act and/or the Charity Legislation;
- (j) is removed from office by the Members under the Act;
- (k) subject to clause 13.3(b), ceases to meet the eligibility criteria for the particular class of Director; or
- (l) ceases to meet the conditions under the Charity Legislation for being a responsible entity of the Company.

13.11 Transition – 2024

- (a) This entire clause 13 is subject to this clause 13.11.
- (b) In this clause 13.11:
 - (i) **2024 AGM** means the AGM of the Company in 2024;
 - (ii) **Registration** means registration of the Company as a body corporate by the Australian Securities and Investments Commission; and
 - (iii) **Transition Period** means the period from Registration until the end of the 2024 AGM.
- (c) Notwithstanding anything in this clause 13 regarding Board composition or eligibility, Directors holding office upon Registration (as nominated in the application for Registration) are entitled to continue to hold office until the end of the Transition Period, at which point they shall all cease to hold office.
- (d) No Directors may be appointed to the Board during the Transition Period except under clause 13.11(e).
- (e) If any casual vacancies occur on the Board during the Transition Period:
 - (i) they will be left vacant; and
 - (ii) the Board will be considered to have the minimum number of Directors at all times,

unless the number of Directors ever falls below three (3), in which case:

 - (iii) the remaining Directors; or
 - (iv) the Company at a General Meeting,

may appoint Directors to raise the number of Directors to three (3), and any Directors so appointed must cease to hold office at the end of the Transition Period.
- (f) During the Transition Period:
 - (i) the Board is not required to appoint any Office Bearers under clause 13.9; and
 - (ii) at the commencement of each Board meeting and General Meeting, the Board must appoint one of its number to preside over that meeting.
- (g) At 2024 AGM, elections will be held under clause 13.4, for the positions in clause 13.2(a), with the persons elected to take office from the end of that AGM.
- (h) From the end of the Transition Period, this clause 13 will operate as normal and without regard to this clause 13.11.

14 Operation of the Company

14.1 Powers and duties of the Board

Except as otherwise required by the Act, the Charity Legislation or this Constitution, the Board:

- (a) subject to clause 14.2, has the power to manage and control the business of the Company; and
- (b) may exercise every right, power or capacity of the Company as are not required by the Act, the Charity Legislation or by this Constitution otherwise, to be exercised by the Company in a General Meeting.

14.2 Reserve Powers

- (a) The Board may not resolve to purchase, dispose of, or mortgage, any real property owned by the Company, without first obtaining the approval of the Members through a Special Resolution, subject to clause 14.2(b).
- (b) Clause 14.2(a) will not apply if the Members' failure to approve would cause the Company to trade whilst insolvent.

14.3 Negotiable Instruments

All negotiable instruments must be executed, accepted or endorsed by the Company by the signature of two (2) persons authorised by the Board. The Board may authorise:

- (a) Directors;
- (b) the Secretary; or
- (c) any staff member of the Company.

15 Proceedings of the Board

15.1 Board Meetings

- (a) The Board may meet together for the dispatch of business and adjourn and otherwise regulate its meetings as the Board thinks fit, provided that the Board meets at least eight (8) times in each calendar year.
- (b) The Chair or any two (2) Directors may at any time, and the Secretary must on the requisition of the Chair or two (2) Directors, convene a meeting of the Board.
- (c) A Board meeting may be held with one or more of the Directors taking part by telephone, audio-visual link up or other instantaneous communication medium, if the meeting is conducted so that Directors are able to hear the proceedings of the entire meeting and to be heard by all others attending the meeting.
- (d) In the absence of the Chair, the Deputy Chair will be Chairperson of Board meetings. In the absence of both the Chair and Deputy Chair, the Directors present must elect one of their number to be Chairperson of the Board meeting.

15.2 Notice of Board Meeting

The convenor of each Board meeting:

- (a) must give as much notice as is reasonably possible of the meeting (and, if it is adjourned, of its resumption) individually to each Director;
- (b) must give that notice in writing directed to such address as the Director in question furnishes to the Secretary from time to time; and
- (c) must give that notice containing as much information as is reasonably possible concerning the business to be dealt with by the meeting to which it relates,

but failure to give notice to, or non-receipt of notice by, a Director does not result in a Board meeting being invalid.

15.3 Voting

Subject to this Constitution, questions arising at a meeting of the Board will be decided by a majority of votes of Directors present and voting and any such decision will be deemed a decision of the Board. In the case of an equality of votes, the Chair of the meeting is entitled to a second or casting vote in addition to a deliberative vote.

15.4 **Quorum**

At a meeting of the Board, the majority of the total number of Directors constitutes a quorum. No business will be transacted at any such meeting unless a quorum is present at the time the meeting proceeds to business.

15.5 **Continuing Directors**

In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may continue to act, but if the number of remaining Directors falls below the minimum in clause 13.1(a), they may act only:

- (a) to raise the number of Directors to the minimum number in clause 13.1(a);
- (b) to convene a meeting of Members; or
- (c) in emergencies.

15.6 **Written Resolution**

(a) If at least the majority of the Directors entitled to vote have signed a document containing a statement that they are in favour of a resolution of the Board in terms set out in the document, a resolution in those terms will be deemed to have been passed by the Board on:

- (i) the day on which the document was signed and at the time at which the document was last signed by a Director; or
- (ii) if the Directors signed the document on different days, on the day on which and at the time at which the document was last signed by a Director.

(b) An email sent by a Director will be taken to be a signed document for the purposes of clause 15.6(a).

(c) Any resolution passed under clause 15.6(a) must be tabled at the next Board meeting and recorded in the minutes of that meeting.

15.7 **Procedure at Board Meetings**

Subject to this Constitution, the Act and the Charity Legislation, the procedure to be followed at a meeting of the Board will be as the Board decides.

15.8 **Board Committees**

(a) The Board may establish Board Committees comprised of:

- (i) at least one (1) Director; and
- (ii) members of Affiliate Members or Corporate Members; or
- (iii) Associate Members or Honorary Life Members,

suitable to assist and advise the Board in the discharge of its functions.

(b) Board Committees will be constituted and act in accordance with resolutions and/or directions of the Board.

(c) The Board may require Board Committees to have any decisions made confirmed by the Board in order to be effective.

(d) Board Committees must keep minutes of meetings in the same manner as minutes of meetings of the Board. Minutes of meetings of Board Committees must be tabled at the next Board meeting.

16 Members' Forum

16.1 Composition

- (a) The Members' Forum will comprise:
 - (i) all Directors; and
 - (ii) at least ten (10) and up to seventy (70) persons, comprising:
 - (A) up to fifty (50) persons appointed under clause 16.2; and
 - (B) up to twenty (20) persons appointed under clause 16.3, subject to clause 16.1(c).
- (b) All persons on the Members' Forum under clause 16.1(a)(ii) must be individuals who are members of Affiliate Members or Corporate Members at the time of commencing their term on the Members' Forum.
- (c) At all times, at least ten (10) members of the Members' Forum must be Delegate Members who satisfy the relevant requirements in clause 16.1(a).

16.2 Board Appointment

- (a) At the first Board meeting after the AGM in each even-numbered year, the Members' Forum will be appointed by the Board in accordance with clause 16.2(c).
- (b) Nominations for election to the Members' Forum:
 - (i) must be in writing, in the form set out by the Board;
 - (ii) must be signed by any two (2) other Delegate Members or Associate Members; and
 - (iii) must be delivered to the Returning Officer at least seven (7) days before the date of the AGM following which appointments are to be made by the Board.
- (c) At the Board meeting where appointments are to be made under clause 16.2(a), taking into account the requirements of clause 16.1(c):
 - (i) if the number of nominations received is fewer than the number of positions to be filled, all nominees will be appointed for that position, and any unfilled positions will be treated as casual vacancies;
 - (ii) if the number of nominations received is equal to the number of positions to be filled, all nominees will be elected; and
 - (iii) if the number of nominations received is higher than the number of positions to be filled, the Board may determine in its discretion who to appoint, taking into account the preference for cultural, age and gender diversity.

16.3 Further Appointment

At any time, the Board may appoint up to twenty (20) persons to the Members' Forum to fill the positions under clause 16.1(a)(ii)(B), taking into consideration any reasonable recommendations of the Members' Forum, subject to ensuring compliance with clause 16.1(b) and 16.1(c).

16.4 Term

- (a) Persons appointed to the Members' Forum under clause 16.2 or 16.3 will hold office until the next AGM in an even-numbered year.

- (b) Directors will hold office on the Members' Forum for so long as they are Directors.

16.5 **Role**

The role of the Members' Forum is to recommend policies, strategic priorities and focus areas for the Company in consultation with the Board.

16.6 **Removal**

The Board can, in its sole and unfettered discretion, remove any person as a member of the Members' Forum from the Members' Forum, by immediate written notice to that person.

16.7 **Casual Vacancies**

If there are casual vacancies on the Members' Forum, the Board may appoint persons to fill those vacancies until the next AGM in an even-numbered year, taking into consideration any reasonable recommendations of the Members' Forum.

16.8 **Meetings**

- (a) The Members' Forum shall meet together for the dispatch of business, adjourn and otherwise appoint and regulate its business as it thinks fit, provided that no more than four (4) months shall elapse between its meetings.
- (b) The Chair may at any time, and the Secretary on the requisition of any five (5) members of the Members' Forum will, summon a meeting of the Members' Forum.
- (c) The quorum for a meeting of the Members' Forum the quorum shall be ten (10) members of the Members' Forum who are Delegate Members being present in person or by technology. Should a quorum not be present within half an hour of the time set down for a meeting to commence, then the meeting shall be adjourned to the same time and place seven (7) days later or to a place and to a time within one month of the date of such meeting, to be determined thereat.
- (d) The following person will be the Chairperson of a Members' Forum meeting in the following order of availability:
- (i) Chair;
 - (ii) Deputy-Chair;
 - (iii) another Director chosen by the members of the Members' Forum present and voting; and
 - (iv) a Representative chosen by the members of the Members' Forum present and voting.
- (e) Questions arising at any meeting of the Members' Forum shall be decided by a majority of votes of those present and voting and a determination by a majority of the members of the Members' Forum present shall for all purposes be a determination of the Members' Forum. In case of equality of votes, the Chairperson of the meeting shall have a casting vote in addition to a deliberative vote.
- (f) Unless otherwise provided in this clause 16.8, all meeting procedure of General Meetings in this Constitution will apply to meetings of the Members' Forum, except that proxy appointments will not be permitted.

17 **Returning Officer**

17.1 **Appointment and replacement**

- (a) The Board must appoint any person as the Returning Officer at least twelve (12) weeks before an AGM at which elections will occur.

- (b) The Board may replace the Returning Officer at any time, or fill any vacancy in the position.

17.2 Term

That Returning Officer will continue to hold office until another Returning Officer is appointed under clause 17.1 or 17.1(b).

17.3 Re-appointment

The same person may be re-appointed as Returning Officer, and there is no maximum consecutive number of times for which a person may be appointed as Returning Officer.

18 Director's duties and interests

18.1 Holding Offices or entering into Agreements

A person is not disqualified by reason only of being a Director of the Company from:

- (a) holding any office or place of profit or employment with, or being a member of, any entity dealing with the Company, other than that of the Company's auditor (if any); or
- (b) entering into any agreement with the Company.

18.2 Duty to disclose Material Personal Interests

- (a) For the purposes of this clause 18, a Director has a Material Personal Interest in a matter that relates to the affairs of the Company if that Director would be considered to have a Material Personal Interest under the Act.
- (b) Unless the Act says otherwise, a Director who has a Material Personal Interest in a matter that relates to the affairs of the Company must, at a Directors' meeting as soon as practicable after the Director's appointment or after the Director becomes aware of their interest in the matter (whichever is later), give the other Directors notice of the interest which must include details of:
 - (i) the nature and extent of the interest;
 - (ii) the relation of the interest to the affairs of the Company; and
 - (iii) any other information the Director is required to disclose under the Act.
- (c) A Director does not need to give notice of an interest under clause 18.2(b) if he or she is not required to do so under the Act.
- (d) A Director who is required to disclose a Material Personal Interest to the Company under this Constitution or the Act must ensure that the nature and extent of the interest is tabled at a Directors' meeting and recorded in the minutes of that meeting.

18.3 Effect of Director having a Material Personal Interest

Each Director must comply with the Act in relation to being present, and voting, at a Board meeting that considers a matter in which the Director has a Material Personal Interest.

18.4 Duty to disclose a conflict of interest

- (a) Unless the Charity Legislation says otherwise, a Director who has a perceived or actual material conflict of interest in accordance with the Charity Legislation must, subject to clause 18.4(b) below, at a Directors' meeting as soon as practicable after the Director's appointment or after the Director becomes aware of their interest in the matter (whichever is later), give the other Directors notice of the interest which must include details of:

- (i) the nature and extent of the interest;
 - (ii) the relation of the interest to the affairs of the Company; and
 - (iii) any other information the Director is required to disclose under the Charity Legislation.
- (b) A Director may disclose a material conflict of interest (within the meaning of Charity Legislation) that is not a Material Personal Interest in the form of a standing notice to the other Directors with ongoing effect.

19 By-Laws

19.1 By-Laws

The Board has power to make, vary and repeal By-Laws from time to time for the proper conduct and management of the Company.

19.2 Effect of By-Laws

- (a) By-Laws are binding on all Members and Directors, and have the same effect as this Constitution.
- (b) The Board will implement reasonable measures to make Members aware of any new By-Laws or amendments to existing By-Laws.

19.3 Inconsistency

- (a) By-Laws are subject to this Constitution, and may not be inconsistent with this Constitution.
- (b) Any By-Law which is inconsistent with this Constitution is void.

20 Company seals

20.1 Common Seal

The Company will not have a common seal unless the Board resolves to adopt one.

20.2 Use of Seals

Any common seal adopted by the Board may only be used with the authority of the Board.

20.3 Fixing Seals to documents

The fixing of the common seal, or any duplicate seal, to a document must be witnessed:

- (a) by two (2) Directors;
- (b) by one (1) Director and one (1) Secretary; or
- (c) by any other way resolved by the Board.

21 Financial Year

The Financial Year of the Company is each period of twelve (12) months commencing on 1 July in one calendar year and ending on 30 June in the next calendar year.

22 Accounts and audit

22.1 Keeping accounts

The Board must cause the Company to keep written financial records that:

- (a) correctly record and explain its transactions and financial position and performance; and
- (b) would enable true and fair financial statements to be prepared and audited.

22.2 Board responsibilities

The Board must do all things reasonably open to it to:

- (a) ensure that all money payable to the Company is properly collected;
- (b) ensure that all money expended by the Company is properly expended and properly authorised;
- (c) ensure that adequate control is maintained over assets owned by or in the custody of the Company;
- (d) ensure that all liabilities incurred by the Company are properly authorised;
- (e) ensure efficiency and economy of operations and avoidance of waste and extravagance;
- (f) develop and maintain an adequate budgeting and accounting system; and
- (g) develop and maintain an adequate internal audit system.

22.3 Right of access

A Director has a right of access to financial records of the Company at all reasonable times and after providing reasonable notice.

22.4 Audit

If required by the Act or the Charity Legislation, the Board must cause the Company's financial report for each Financial Year to be audited and obtain an auditor's report.

22.5 Inspection of financial records and books

- (a) The books of account of the Company must be kept at the registered office of the Company or at such other place as the Board thinks fit.
- (b) The Board will determine the extent to which the books of account of the Company will be open to inspection by the Members, and may impose any conditions on the inspection.

23 Service of notices

23.1 Service to Members

Under this Constitution, a notice may be given to a Member by:

- (a) sending it by post to the Member or leaving it at the Member's address shown in the register of Members; or
- (b) electronic mail to the address specified by the Member for the sending of notices.

23.2 **Service to Board**

Under this Constitution, a notice may be given to the Board or to the Company by:

- (a) sending it by post to the Company's registered office; or
- (b) electronic mail to the address specified by the Board for the giving of notices.

23.3 **Timing of service**

- (a) If a notice is sent by post within Australia, it will be deemed to be served on the fifth (5th) Business Day after the date of posting, providing it is properly addressed and prepaid.
- (b) If a notice is sent by post outside of Australia, it will be deemed to be served in the ordinary course of post, providing it is properly addressed and prepaid.
- (c) If a notice is sent by electronic mail, it will be deemed to be served on the next Business Day after sending, provided that the sender does not receive an automated notice generated by the sender's or the recipient's email server that the email was not delivered.

24 **Indemnity**

24.1 **Indemnity**

Subject to the Act, the Company must, to the extent the person is not otherwise indemnified, indemnify every officer (as defined in the Act) of the Company against a liability:

- (a) incurred to the Company, to a related body corporate or to a person other than the Company (including a liability incurred as a result of appointment or nomination of the Company or subsidiary as a trustee or as an officer of another corporation) unless the liability arises out of conduct involving a lack of good faith or is for a pecuniary penalty order or compensation under the Act; and
- (b) for costs and expenses incurred by the officer in defending civil or criminal proceedings in which judgment is given in favour of that person or in which that person is acquitted, or in connection' with an application in relation to those proceedings in which the court grants relief to that person under the Act.

24.2 **Insurance**

Subject to the Act, the Company may enter into and pay premiums on a contract of insurance in respect of any person, to the fullest extent permitted by law, except for:

- (a) liability arising from wilful breach of duty concerning the Company; or
- (b) liability arising from contravention of the governance standards in the Charity Legislation.

24.3 **Former Officers**

The indemnity in favour of officers under clause 24.1 is a continuing indemnity. It applies in respect of all conduct of a person while an officer of the Company, even if the person is not an officer at the time the claim is made, and even if clause 24.1 is deleted or modified after the conduct occurs.

25 **Amendments to Constitution**

This Constitution may be varied or amended from time to time in accordance with the Act.