



Corporations Act 2001

A PUBLIC COMPANY LIMITED BY GUARANTEE

CONSTITUTION

of

Rural Workforce Agency, Victoria Limited

ACN 081 163 519

TABLE OF CONTENTS

1	INTERPRETATION	1
	1.1 This Constitution	1
	1.2 Definitions	1
	1.3 Interpretation.....	3
	1.4 Application of Legislation	4
2	NATURE OF THE COMPANY	4
3	OBJECTS OF THE COMPANY	4
4	SCOPE OF CAPACITY AND POWERS OF THE COMPANY	5
5	LIABILITY OF MEMBERS.....	6
6	MEMBERSHIP	6
	6.1 Admission of new Members	6
	6.2 Becoming a Member	6
	6.3 Rights of Members are non-transferable	7
	6.4 Recognition of successors	7
	6.5 Discipline of Members.....	7
	6.6 Cessation of Membership.....	8
	6.7 Register of Members.....	8
	6.8 Body corporate representative	9
	6.9 Disputes and mediation.....	10
7	GENERAL MEETINGS OF MEMBERS	11
	7.1 AGM	11
	7.2 Other meetings	12
	7.3 General meetings include the AGM.....	12
	7.4 Director convening a general meeting.....	12
	7.5 Meetings requested by Members	12
	7.6 Notice of general meeting	13
	7.7 Shorter notice of general meeting	13
	7.8 Use of technology	13
	7.9 Postponement or cancellation of general meeting.....	13
	7.10 Omission to give notice relating to general meeting	14
	7.11 Ballots.....	14
8	PROCEEDINGS AT GENERAL MEETINGS	14
	8.1 Quorum requirements	14
	8.2 Where a quorum is not present	14
	8.3 Chairing general meetings	15
	8.4 Deciding questions submitted to a general meeting	15
	8.5 Calling and conduct of a poll	15
	8.6 Adjournment of a meeting	16
	8.7 Minutes	16
9	PROXY	16
	9.1 Appointment of proxy	16
	9.2 Proxy instruments	16
	9.3 Proxy to be received by Company.....	17
	9.4 Revocation of proxy	17
	9.5 Validity of votes of proxy	17
	9.6 No liability	18
10	VOTING BY MEMBERS	18

10.1	Entitlement to vote	18
10.2	Chair will have a casting vote	18
10.3	Proxy vote to be identified	18
10.4	Objection to right to vote	18
10.5	Circular resolutions	18
11	BOARD OF DIRECTORS	19
11.1	Number of Directors	19
11.2	Constitution of the Board	19
11.3	Casual vacancies	21
11.4	Period of appointment of Directors	21
11.5	Non-eligibility of Auditor	21
11.6	Other offices held by Directors	22
11.7	Remuneration of Directors	22
11.8	Financial benefits to Directors	22
11.9	Vacancy in the number of Directors	22
11.10	Removal of a Director	23
11.11	Vacation of office of a Director	23
11.12	Material personal interests	24
12	CHIEF EXECUTIVE OFFICER	24
12.1	Appointment by the Board	24
12.2	Remuneration	25
12.3	Delegation of powers	25
13	POWERS AND DUTIES OF directors	25
13.1	General powers	25
13.2	Authority for others to act	25
13.3	Duties	26
13.4	By-laws	26
14	BOARD MEETINGS	26
14.1	Board to conduct business as they see fit	26
14.2	Quorum	27
14.3	Use of technology	27
14.4	Chair and Deputy Chair	27
14.5	Chairing meetings of the Board	27
14.6	Deciding questions submitted to a Board meeting	28
14.7	Circular resolutions	28
14.8	Delegation to committees	28
14.9	Governance of committee meetings	28
14.10	Acts valid, notwithstanding defect in any appointment	28
14.11	Minutes	29
15	SECRETARY	29
15.1	Appointment	29
15.2	Terms and conditions of office	29
16	DIRECTORS' AND MEMBERS' MINUTES	29
16.1	Minutes	29
16.2	Members' access to minutes	29
17	ACCOUNTS AND AUDIT	30
17.1	Accounting records	30
17.2	Gift fund	30
17.3	Accounts	30
17.4	Auditor	31

18	INDEMNITY	31
	18.1 Indemnity	31
	18.2 Payment of Costs.....	32
	18.3 Limit of indemnity	32
19	CONTRACT OF INSURANCE	33
20	WINDING UP	33
21	TIME FOR DOING ACTS	34
22	NOTICES	34
	22.1 Method of giving notice	34
	22.2 When notice will be deemed to have been given.....	34
	22.3 Proving service by post.....	35
	22.4 Signature	35
23	AMENDMENTS	35

CORPORATIONS ACT 2001
A PUBLIC COMPANY LIMITED BY GUARANTEE
CONSTITUTION of
RURAL WORKFORCE AGENCY, VICTORIA LIMITED
ACN 081 163 519

1 INTERPRETATION

1.1 This Constitution

This Constitution contains clauses setting out the manner in which the Members of the Company have agreed to conduct the internal administration of the Company.

1.2 Definitions

In this Constitution, unless the context otherwise requires:

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth);

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

AGM means an annual general meeting of the Company held in accordance with the Act and the ACNC Act;

ASIC means the Australian Securities and Investments Commission;

Auditor means the auditor for the time being of the Company;

Board means the board of Directors of the Company from time to time;

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in the place of incorporation of the Company, and concludes at 5 pm on that day;

By-laws means by-laws made by the Board under clause 13.4;

Chair means any person appointed for the time being as chair of the Board;

Chief Executive Officer means the person appointed by the Board from time to time as chief executive officer of the Company in accordance with clause 12.1;

Commissioner means:

- (a) the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the ITAA 97, if that Commissioner has responsibility for the tax or charitable status of the Company; or
- (b) the Commissioner of the Australian Charities and Not-for-Profits Commission for the purposes of the ACNC Act, if that Commissioner has responsibility for the tax or charitable status or registration of the Company;

Committee means a committee appointed or formed by the Board in accordance with clause 14.8;

Company means Rural Workforce Agency, Victoria Limited (ACN 081 163 519);

Constitution means the constitution of the Company as constituted by this document as amended from time to time;

Deductible Gift Recipient means a fund, authority or institution that is endorsed as a deductible gift recipient by the relevant Commissioner or is a specific listed deductible gift recipient under Division 30 of the ITAA 97;

Deputy Chair means any person appointed for the time being as Deputy Chair of the Board;

Director means a person who is a director for the time being of the Company and **Directors** means more than one director, and in relation to rules applying to meetings of the Board, voting by director, material personal interests and conflicts of interest;

Disease means a morbid condition of the body, or some organ or part, an illness, sickness or ailment, and includes any physical or mental ailment, disorder, defect or morbid condition, whether of sudden onset or gradual development and whether of genetic or other origin;

Health Promotion Charity means a charitable institution whose principal activity is to promote the prevention or the control of Diseases in human beings and as required by each Commissioner;

ITAA 97 means the *Income Tax Assessment Act 1997* (Cth);

ITEC means a fund, authority or institution that is endorsed as an income tax exempt charity by the relevant Commissioner;

Member means a corporation who is registered as a member of the Company from time to time (as evidenced by the then current Register of Members) and **Members** means more than one Member;

Membership means being a Member of the Company;

Nominations and Remuneration Committee means a committee established by the Board for the purposes of clause 11.2;

Objects has the meaning given in clause 3;

Officer means an officer of the Company within the meaning of the Act;

Register of Members means the register of Members to be kept pursuant to the Act;

Replaceable Rules means the replaceable rules applicable to a public company limited by guarantee set out in the Act; and

Secretary means any person appointed for the time being as a secretary of the Company.

1.3 Interpretation

In this Constitution, unless the context otherwise requires:

- (a) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (b) a reference to a **body** or **authority** which ceases to exist is a reference to a body or authority having substantially the same objects as the named body or authority;
- (c) a reference to a **clause** or **annexure** is a reference to a clause of or an annexure to this Constitution;
- (d) **clause headings** and the **table of contents** are inserted for convenience only and do not form part of this Constitution;
- (e) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (f) **related** in respect of a corporation has the same meaning given to that term in the Act;
- (g) **including** and **includes** are not words of limitation;
- (h) the words **at any time** mean at any time and from time to time;
- (i) a word that is derived from a defined word has a corresponding meaning;

- (j) **monetary amounts** are expressed in Australian dollars;
- (k) the singular includes the plural and vice-versa; and
- (l) words importing one gender include all other genders.

1.4 Application of Legislation

- (a) Division 8 of Part 1.2 (other than section 109X) of the Act applies in relation to this Constitution, so far as it is capable of application and with such changes as are necessary, as if the provisions of this Constitution were provisions of the Act.
- (b) Sections 4, 29 and 46(1), and Parts III, IV, V, VII, and VIII of the *Acts Interpretation Act 1901* (Cth) apply in relation to this Constitution so far as they are capable of application, and with such changes as are necessary, as if the provisions of this Constitution were provisions of the *Acts Interpretation Act 1901* (Cth).
- (c) Unless the context otherwise requires, an expression used in this Constitution that has a particular meaning in the Act has the same meaning in this Constitution.
- (d) Subject to the Act, the Replaceable Rules contained in the Act do not apply to the Company.
- (e) The Constitution is subject to the Act and the ACNC Act and where there is any inconsistency between a clause of this Constitution and the Act or the ACNC Act, the Act or the ACNC Act (as the case may be) prevails to the extent of the inconsistency.

2 NATURE OF THE COMPANY

The Company is a public company limited by guarantee.

3 OBJECTS OF THE COMPANY

The objects for which the Company is established (the **Objects**) are to promote the prevention and control of Diseases in human beings in rural Victoria as a Health Promotion Charity, and in support thereof the following:

- (a) to recruit and support generalist and specialist medical practitioners in rural Victoria;
- (b) to recruit and support primary health care workforce where needed in Victoria, whilst having particular regard to the needs and aspirations of rural, regional and Aboriginal communities based upon communities' need;

- (c) to work in partnership with Aboriginal and Torres Strait Islander peoples and their health organisations to achieve equality in health status and life expectancy with non-Indigenous Australians;
- (d) to contribute to community development to build a sustainable health care workforce where needed in Victoria, whilst having particular regard to the needs and aspirations of rural, regional and Aboriginal communities based upon communities' needs;
- (e) to provide research, advocacy, continuing education and training and such other services as the Board may determine from time to time to support the healthcare workforce where needed in Victoria, whilst having particular regard to the needs and aspirations of rural, regional and Aboriginal communities;
- (f) to promote the Objects and activities of the Company to the general public, governments and other relevant stakeholders;
- (g) to establish or enter into cooperative relationships or arrangements with other institutions or associations which have similar or complementary objects to those of the Company;
- (h) to employ, commission or contract such persons and determine remuneration and conditions of their employment or appointment as may be necessary or expedient for the objects of the Company;
- (i) to encourage fundraising activities including the making of gifts and testamentary dispositions to the Company to enable it to carry out its Objects; and
- (j) to do all such other activities that are incidental or conducive to the attainment of the Objects of the Company.

4 SCOPE OF CAPACITY AND POWERS OF THE COMPANY

- (a) The Company has the legal capacity and powers set out in section 124 of the Act.
- (b) The Company must only exercise its powers directly or indirectly in the furtherance of the Objects.
- (c) The Company must not be carried on for the purpose of the profit or gain of any Member.
- (d) Subject to clause 11.7, any income and property of the Company must be applied solely towards the promotion of the Objects and not distributed or paid to the Members, whether directly or indirectly except for the payment

in good faith to a Member or Director for any services rendered or goods supplied to the Company, on reasonable commercial terms.

5 LIABILITY OF MEMBERS

- (a) Each Member undertakes to contribute to the Company for payment of:
 - (i) the debts and liabilities of the Company;
 - (ii) the costs, charges and expenses of any winding up; and
 - (iii) the adjustment of the rights of Members among themselves,if the Company is wound up while the Member is a Member or within one year after the Member ceases to be a Member.
- (b) The amount that each Member is liable to contribute under clause 5(a) is limited to \$10.00.

6 MEMBERSHIP

6.1 Admission of new Members

- (a) There will be no limit on the number of Members provided that at all times at least 75% of all the Members must have a strong association or connection with the rural, regional or remote communities in Victoria. The By-laws may set out how the required connection is assessed.
- (b) Any corporation (including an incorporated association) wishing to support the Objects and activities of the Company may apply to become a Member by submitting an application in a form approved by the Board from time to time and paying the joining fee (if any) and the first annual subscription, both of which are refundable if the application is rejected.
- (c) The amount of joining fees and annual subscriptions for Members will be determined by the Board from time to time and shall be payable in advance on the first day of July each year.
- (d) All Members have a right to attend and vote at general meetings.

6.2 Becoming a Member

- (a) At the first meeting of the Board after an application for Membership has been received by the Board, the Board must consider the application and by resolution either accept or reject the application. The Board is not required to give any reasons for the rejection of an applicant.

- (b) Subject to the Act, an applicant becomes a Member on the registration of their name in the Register of Members.
- (c) All Members are bound by the provisions of this Constitution.
- (d) The Board may close the Register of Members for up to 60 days per financial year.

6.3 Rights of Members are non-transferable

The rights and obligations of a Member, including any voting rights and the right to appoint Directors, are personal to the Member and are not transferable except as otherwise specified in clauses 6.4 and 9.

6.4 Recognition of successors

If a Member (the **Affected Member**) is subject to a merger, reconstruction, amalgamation or equivalent event, the Board may resolve to confer the rights of the Affected Member to the successor of the Affected Member and which is recognised by the Board as continuing the substantive functions of the Affected Member, in the Affected Member's place.

6.5 Discipline of Members

- (a) The Board may reprimand, censure, fine, suspend or expel a Member for:
 - (i) failing to comply with this Constitution, including supporting By-laws; or
 - (ii) conduct unbecoming of a Member or prejudicial to the interests of the Company.
- (b) Before taking action the Board:
 - (i) may investigate the conduct of any Member, and any Member who is the subject of a review must provide reasonable assistance to the Board; and
 - (ii) must give notice in writing to that Member of the Board's intention to do so and stating the Board's reason for the proposed suspension or expulsion.
- (c) Any notice under clause 6.5(b) must:
 - (i) afford procedural fairness to the notified Member; and
 - (ii) specify a time and place at which the Member may appear before the Board to show cause why the proposed action should not be

taken, such time to be not less than 14 days from the date of the notice.

- (d) The Board must promptly notify a Member in writing of any action to be taken under this clause 6.5 with the Board's decision being final.

6.6 Cessation of Membership

A Member ceases to be a Member if the Member:

- (a) resigns as a Member of the Company by giving notice in writing to the Secretary;
- (b) is wound up or dissolved except for the purposes of reconstruction or amalgamation recognised by the Board under clause 6.4;
- (c) does not renew their membership within 21 days of the Company calling on the Member to do so; or
- (d) wilfully refuses to or neglects to comply with the terms of this Constitution or has conducted in a manner which in the reasonable opinion of the Board is unbecoming of a Member or prejudicial to the interests of the Company, and the Board has resolved to expel the Member from the Company in accordance with clause 6.5.

6.7 Register of Members

- (a) The Secretary must maintain a Register of Members setting out:
 - (i) the name and address of each Member;
 - (ii) the date of admission to and cessation of Membership of each Member; and
 - (iii) such other information as the Board may determine from time to time.
- (b) The Register of Members must be kept at the Company's registered office or its principal place of business.
- (c) Each Member will notify the Secretary in writing of any change in that Member's name or address within a period of one month following such change. All notices given in accordance with clause 22.1 to the name and address last notified by a Member will be deemed to be properly received by that Member.

6.8 Body corporate representative

- (a) Each Member may appoint an individual person as its representative to exercise on its behalf any or all of the rights and powers it may exercise:
 - (i) at general meetings of the Members;
 - (ii) at meetings of creditors; or
 - (iii) relating to resolutions to be passed without meetings.
- (b) The appointment of a corporate representative may be a standing one.
- (c) An appointment of a corporate representative must be in writing and be signed by the Member appointing the representative and state:
 - (i) the Member's name and address;
 - (ii) the Company's name;
 - (iii) the representative's name or the name of the office held by the representative; and
 - (iv) the general meeting at which the representative may act, or if the appointment is a standing one, a clear statement to that effect.
- (d) The instrument appointing a corporate representative may restrict the exercise of any of the Member's rights or powers.
- (e) An instrument purporting to appoint a corporate representative is not valid unless it is received by the Company at least 48 hours before the general meeting or, in the case of an adjourned meeting, at least 48 hours before the resumption of an adjourned general meeting.
- (f) An instrument appointing a corporate representative must be received by the Company at any of the following:
 - (i) the registered office;
 - (ii) a facsimile number at the registered office; or
 - (iii) a place, facsimile number or electronic address specified for that purpose in the notice of the general meeting.
- (g) The appointment of a corporate representative may be revoked by the Member who appointed the corporate representative by notice to the Company from the Member stating that the appointment of the corporate representative is revoked or by appointing a new corporate representative.

- (h) A vote cast by a corporate representative will be valid unless before the start of the general meeting (or, in the case on an adjourned general meeting, before the resumption of the adjourned general meeting) at which a corporate representative votes:
 - (i) the Member who appointed the corporate representative ceases to be a Member; or
 - (ii) the Company has received notice of the revocation of the instrument appointing the corporate representative or the appointment of a new corporate representative.
- (i) The Company is not responsible for ensuring that the terms of appointment of a corporate representative are complied with, and accordingly is not liable if those terms are not complied with.
- (j) The chair of a general meeting of the Company may in his or her discretion admit an instrument of appointment of a corporate representative notwithstanding that it is received by the Company after the time set out in clause 6.8(e).
- (k) A Director cannot act as a representative for the purposes of this clause 6.8.

6.9 Disputes and mediation

- (a) If there is a dispute between a Member and another Member or between a Member and the Company, the dispute will be managed in accordance with the principles of natural justice and in a fair and equitable manner and the Board has the power to make By-laws for that purpose.
- (b) If the parties to a dispute referred to in clause 6.9(a) are unable to resolve the dispute through direct communication, then the parties must within any 10 days of a notification from the Company or any other timeframe prescribed in the applicable By-laws, hold a meeting in the presence of a mediator who meets the requirements prescribed in the By-laws.
- (c) If mediation does not result in the dispute being resolved, the parties to the dispute may seek to resolve the dispute in accordance with the Act or otherwise at law.
- (d) This clause 6.9 does not in any way limit or abrogate the authority and power of the Board under clauses 6.5 and 6.6(d).

7 GENERAL MEETINGS OF MEMBERS

7.1 AGM

- (a) The Company must hold its AGM in accordance with the Act and the ACNC Act.
- (b) The Directors must make the following available at an AGM:
 - (i) the annual financial report;
 - (ii) the Directors' report; and
 - (iii) the Auditor's Report,for the last financial year that ended before the AGM prepared in accordance with the requirements of the Act and the ACNC Act.
- (c) The business of the AGM may include any of the following, even if not referred to in the notice of meeting:
 - (i) the consideration of the annual financial report, Directors' report and Auditor's report;
 - (ii) the appointment of the Auditor;
 - (iii) the fixing of the Auditor's remuneration;
 - (iv) the endorsement of Director appointments (if applicable);
 - (v) the consideration and fixing of the remuneration of the Board; and
 - (vi) any other matter required by the Act or the ACNC Act.
- (d) The chair of the AGM must allow a reasonable opportunity for the Members as a whole at the meeting to ask questions about or make comments on the management of the Company.
- (e) If the Auditor or their representative is at the meeting, the chair of the AGM must allow a reasonable opportunity for the Members as a whole at the meeting to ask the Auditor or their representative questions relevant to the conduct of the audit and the preparation and content of the Auditor's report, the accounting policies adopted by the Company in relation to the preparation of the financial statements, and the independence of the Auditor in relation to the conduct of the audit.
- (f) If a Member intends to attend an AGM, it must appoint a representative in accordance with clause 6.8.

7.2 Other meetings

All meetings of Members of the Company other than the AGM will be called general meetings.

7.3 General meetings include the AGM

Except where the context requires otherwise, for the purpose of this Constitution the expression general meeting includes an AGM.

7.4 Director convening a general meeting

- (a) Subject always to clause 13.3, any 3 Directors may together convene a general meeting at any time by giving notice in writing to the Secretary.
- (b) The notice must detail any proposed resolution, the names of the Directors requesting the meeting and be signed by all of the Directors making the request. For this purpose, signatures of the Directors may be contained in more than one document.
- (c) If the Secretary receives a notice in accordance with clauses 7.4(a) and 7.4(b), the Secretary must advise the Company, the Board must convene a general meeting within 21 days after the date of receipt of that advice.
- (d) A general meeting requested by the Directors in accordance with this clause 7.4 must be held no later than 2 months after the request is received by the Company.

7.5 Meetings requested by Members

- (a) If the Board receives a request in accordance with the Act or the ACNC Act to convene a general meeting, the Board must convene a general meeting within 21 days after the date of receipt of that request.
- (b) The request must detail any proposed resolution, the names of the Members requesting the meeting and be signed by all of the Members making the request. For this purpose, signatures of the Members may be contained in more than one document.
- (c) A general meeting requested by the Members in accordance with the Act must be held no later than 2 months after the request is received by the Company.

7.6 Notice of general meeting

Subject to clause 7.7, at least 21 days' notice of a general meeting must be given to the Members entitled to be present at that general meeting, the Directors and the Auditor. The notice must state:

- (a) the date, time and place of the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
- (b) the general nature of the business to be conducted at the meeting;
- (c) any proposed resolutions;
- (d) the names of proxies that have been appointed (if any); and
- (e) contain a statement informing the Members of the right to appoint a proxy.

7.7 Shorter notice of general meeting

Subject to the Act and the ACNC Act, shorter notice of a general meeting may be given if the calling of the notice of the general meeting on shorter notice is agreed to:

- (a) in the case of an AGM, by all Members entitled to attend and vote at the meeting; and
- (b) in the case of any other general meeting, by 95% of the Members entitled to attend and vote at the general meeting, before the meeting,

and accordingly, any such general meeting will be treated as having been duly convened.

7.8 Use of technology

Without limiting the generality of section 249S of the Act, a general meeting may be convened or held at two or more venues using any technology that gives Members a reasonable opportunity to participate at that general meeting (including telephone, closed circuit television or other electronic means of audio or audio/visual communication).

7.9 Postponement or cancellation of general meeting

- (a) Subject to this Constitution and the Act, the Board may change the place of, postpone or cancel a general meeting. Notice must be given to each Member and each person entitled to receive notice of the meeting of the new place of, postponement or cancellation of the meeting,

- (b) If a general meeting is convened pursuant to a request by Members, the Board may not postpone or cancel the general meeting without the consent of the requesting Members.

7.10 Omission to give notice relating to general meeting

No resolution passed at or proceedings at any general meeting will be invalid because of any unintentional omission or error in giving or not giving notice of:

- (a) that general meeting;
- (b) any change of place of that general meeting;
- (c) postponement of that general meeting, including the date, time and place of the postponed meeting; or
- (d) if required, resumption of that adjourned general meeting.

7.11 Ballots

Subject to the Act, whenever the Board thinks fit it may submit any question or resolution to the vote of all Members entitled to a vote at a general meeting by means of a postal or electronic ballot in such form and returnable in such manner as the Board decides, provided that notice of any ballot must be given to each Member in the manner provided in clause 7.6 or clause **Error! Reference source not found.** A resolution approved by a majority or specific majority of the Members voting by such ballot will have the same force and effect as such a resolution would have if carried by such a majority or specific majority at a duly constituted general meeting.

8 PROCEEDINGS AT GENERAL MEETINGS

8.1 Quorum requirements

The quorum for a general meeting will be one third of all Members present in person or by proxy, attorney or representative.

8.2 Where a quorum is not present

- (a) If a quorum is not present within 15 minutes after the time appointed for a
- (b) general meeting or ceases to be present at any time during the general meeting, the general meeting:
 - (i) if convened by a Director or on the request of Members pursuant to section 249D of the Act, will be dissolved; and

- (ii) in any other case, will be adjourned to be resumed on a day, time and place as the chair of that meeting may determine.
- (c) If a quorum is not present within 15 minutes after the time appointed for the resumption of the adjourned general meeting, the general meeting will be dissolved.

8.3 Chairing general meetings

- (a) The Chair will preside over every AGM and general meeting.
- (b) If the Chair is not present within 15 minutes after the time appointed for the holding of an AGM or a general meeting or is unwilling to act, the Deputy Chair will act as chair, or if the Deputy Chair is not present or unwilling to act then the Members present may elect one of their number to chair that meeting.

8.4 Deciding questions submitted to a general meeting

- (a) At any general meeting, a resolution put to a vote will be decided by a show of hands unless a poll is demanded under clause 8.5.
- (b) Unless a poll is demanded, a declaration by the chair that a resolution has, on a show of hands, been carried, carried unanimously, carried by a particular majority or lost or not carried by a particular majority, and an entry to that effect made in the minutes book of the Company and signed by the chair is conclusive evidence of that fact unless the contrary is proved.

8.5 Calling and conduct of a poll

- (a) A poll may be demanded:
 - (i) by the chair of the meeting or by at least 3 Members present in person at the meeting and entitled to vote on the resolution; and
 - (ii) before a vote on a show of hands is taken, before the result of a vote on a show of hands is declared or immediately after the result of a vote on a show of hands is declared.
- (b) The demand for a poll may be withdrawn.
- (c) If a poll is demanded on the election of a chair or on the question of an adjournment, it must be taken immediately. If a poll is demanded on any other matter, it may be taken in the manner and at the time and place as the chair directs.

- (d) The demand of a poll will not prevent the continuance of a general meeting for the transaction of any business other than the question on which a poll has been demanded.

8.6 Adjournment of a meeting

- (a) The chair may, with the consent of the meeting at which a quorum is present adjourn the meeting from time to time and place to place but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place and section 249W of the Act will apply.
- (b) If a general meeting is adjourned for 30 days or more, at least 30 days' notice of the adjourned meeting will be giving as in the case of the original meeting.

8.7 Minutes

Minutes of proceedings of general meetings must be kept in accordance with section 251A of the Act.

9 PROXY

9.1 Appointment of proxy

- (a) A Member may appoint one person as proxy to attend and vote on its behalf at a general meeting of the Company.
- (b) The instrument appointing a proxy may restrict the exercise of any power.
- (c) A proxy may be, but does not have to be, a Member, but cannot be a Director, unless the Director is acting as the chair of a general meeting.

9.2 Proxy instruments

- (a) An appointment of a proxy must be in writing and be signed by the Member appointing the proxy or by the duly authorised attorney of the Member and state:
 - (i) the Member's name and address;
 - (ii) the Company's name;
 - (iii) the proxy's name or the name of the office held by the proxy; and
 - (iv) the general meeting at which the proxy may be used.

- (b) Where a proxy is signed pursuant to a power of attorney, a copy of the power of attorney (certified as a true copy of the original) must be attached to the proxy instrument sent to the Company.
- (c) An instrument appointing a proxy may direct the way in which a proxy is to vote on a particular resolution. If an instrument contains a direction, the proxy is not entitled to vote on the proposed resolution except as directed in the instrument.

9.3 Proxy to be received by Company

- (a) The instrument appointing a proxy is not effective unless it is received, together with any additional documentation (if necessary) by the Company at least 48 hours before the general meeting at any of the following:
 - (i) the registered office;
 - (ii) a facsimile number at the registered office; or
 - (iii) a place, facsimile number or electronic address specified for that purpose in the notice of the general meeting.
- (b) The chair may in his or her discretion admit an instrument of appointment of a proxy notwithstanding that it is received by the Company after the time set out in clause 9.3(a).

9.4 Revocation of proxy

The appointment of a proxy may be revoked by the Member who appointed the proxy by notice to the Company from the Member or, as the case may be, the duly authorised attorney of the Member, stating that the appointment of a proxy is revoked or by appointing a new proxy.

9.5 Validity of votes of proxy

A vote cast by a proxy appointed by a Member will be valid unless before the start of a general meeting at which a proxy votes:

- (a) the Member who appointed the proxy ceases to be a Member; or
- (b) the Company receives notice of:
 - (i) the revocation of the instrument appointing the proxy;
 - (ii) the appointment of a new proxy; or
 - (iii) the revocation of any power of attorney under which the proxy was appointed.

9.6 No liability

The Company is not responsible for ensuring that any directions provided in the instrument appointing the proxy or the way in which a proxy is to vote on a particular resolution are complied with, and accordingly is not liable if those directions are not complied with.

10 VOTING BY MEMBERS**10.1 Entitlement to vote**

Each Member has one vote, whether on a show of hands, or on a poll.

10.2 Chair will have a casting vote

If on any ordinary resolution an equal number of votes are cast for and against a resolution, the chair of the general meeting will both on a show of hands and on a poll have a second or casting vote.

10.3 Proxy vote to be identified

Before a vote is taken the chair of the general meeting must inform the Members present whether any proxy votes have been received and, if so, how the proxy votes are to be cast.

10.4 Objection to right to vote

A challenge to a right to vote at a general meeting may only be made at that general meeting and must be determined by the chair of the meeting, whose decision is final.

10.5 Circular resolutions

- (a) A resolution in writing signed by all the Members entitled to vote on the resolution will be as valid and effectual as if it had been passed at a general meeting duly called and constituted. Any such resolution may consist of several documents in the same form, each signed by one or more of the Members.
- (b) A resolution passed pursuant to clause 10.5(a) will be deemed to have been passed at a general meeting held on the day on which and at the time at which the resolution was last signed by a Member.

11 BOARD OF DIRECTORS

11.1 Number of Directors

The Board is to consist of 9 Directors, subject to any temporary vacancy.

11.2 Constitution of the Board

- (a) The Board must establish a Nominations and Remuneration Committee comprising:
 - (i) 1 Board member;
 - (ii) 2 persons representative of the Members; and
 - (iii) 1 independent member.
- (b) The Nominations and Remuneration Committee is responsible for:
 - (i) establishing experience and skills based criteria for nominations for all vacant Director positions at each AGM;
 - (ii) calling for nominations for each vacant Director position;
 - (iii) collecting eligible nominations;
 - (iv) recommending to the Members those persons to be appointed to fill the vacant positions, based on the applied experience and skills based criteria; and
 - (v) reviewing, assessing and making recommendations on the remuneration arrangements of the Board.
- (c) The recommendations of the Nominations and Remuneration Committee concerning the composition of the Board must be put to the Members in the AGM for endorsement by the Members.
- (d) If the Members endorse the Board composition recommendations of the Nominations and Remuneration Committee, the new Directors recommended by the Nominations and Remuneration Committee are appointed with effect from the end of the AGM, subject to a new Director having consented to act.
- (e) If the Members do not endorse the Board composition recommendations of the Nominations and Remuneration Committee:
 - (i) the Nominations and Remuneration Committee must call for and allow for nominations from the Members within the 14 days after the AGM, to fill each position left vacant at the end of the AGM;

- (ii) the Nominations and Remuneration Committee must identify eligible and suitable candidates for the vacant positions;
- (iii) if the number of eligible and suitable candidates does not exceed the number of vacancies, those candidates will be deemed to be appointed with effect from the date of the Nominations and Remuneration Committee's determination, subject to a new Director having consented to act; and
- (iv) if the number of eligible and suitable candidates exceeds the number of vacancies,

then the Nominations and Remuneration Committee's must conduct or oversee a ballot (First Round) where Members will vote on the contested nominations in accordance with the following procedure:

- (v) ballot paper or electronic form will be prepared and sent out to all Members within 10 days after the date for nominations for vacant Director position(s) closed;
- (vi) the ballot paper or electronic form will set out the names of all candidates (in alphabetical order based on the candidates' first name) and respective checkboxes;
- (vii) if there is one vacant Director position, Members will vote by marking 'X' in the checkbox (or equivalent) next to the name of their preferred candidate;
- (viii) if there is more than one vacant Director position, Members will vote by marking 'X' in the checkbox (or equivalent) next to the names of their preferred candidates. Members must not rank candidates in order of preference on a single ballot;
- (ix) to be valid, ballot papers or electronic form must be returned or submitted within 20 days after the date they were sent out;
- (x) all paper ballots or electronic forms received within the timeframe prescribed in clause 11.2(e)(ix) will be counted by the Nominations and Remuneration Committee under the supervision of at least one Director after the date for returning ballots has closed;
- (xi) depending on the number of vacant Director position(s), the candidates receiving the most votes will be elected as Director(s), subject to a new Director having consented to act;
- (xii) if there is a tie between one or more candidates, the Nominations and Remuneration Committee will conduct a second ballot

(Second Round) from which all but the candidates with the same number of votes will be excluded;

- (xiii) ballot papers or electronic forms for the Second Round will be prepared and sent out to all Members within 5 days after the date for returning ballot papers for the First Round closed;
- (xiv) to be valid, ballots papers or electronic forms for the Second Round must be returned within 10 days after the date they were sent out;
- (xv) depending on the number of vacant Director position(s), the candidate(s) receiving the most votes on the Second Round will be elected as Director(s), subject to a new Director having consented to act; and
- (xvi) the outcomes of the First Round and Second Round (if applicable) will be announced to the Members, as soon as reasonably practicable and the elected Director(s) will commence office with effect from the end of the First Round, or if there is a Second Round, the end of the Second Round.

11.3 Casual vacancies

The Board will have the power to appoint any other person to be a Director to fill a casual vacancy in the number of Directors. Any Director so appointed will hold office only until the end of the next AGM following his or her appointment and will be eligible for re-election.

11.4 Period of appointment of Directors

- (a) Subject to clauses 11.3, 11.4(b) and 11.11, each Director will hold office for a period of 3 years from the date of his or her appointment.
- (b) Retiring Directors will be eligible for re-election or re-appointment and may serve in that position for a maximum of 3 consecutive terms (being a maximum of 9 consecutive years), after which time he or she will not be eligible for re-election or re-appointment as a Director until at least 5 years have lapsed from the date upon which he or she ceased to be a Director.
- (c) Where a Director's term is expressed as years, it means to the end of next AGM in the given year, not a calendar year.

11.5 Non-eligibility of Auditor

The Auditor is ineligible to be elected or appointed as a Director or alternate Director.

11.6 Other offices held by Directors

If any Director is called upon to perform extra duties or to make any special exertions or otherwise for the purpose of the Company, the Company may remunerate the Director for doing so as may be determined by the Board and such remuneration will be in addition to the Director's remuneration referred to in clause 11.7(a).

11.7 Remuneration of Directors

The Directors will be entitled to be:

- (a) paid such reasonable remuneration for their services as may from time to time be fixed by the Company in general meeting, which must have regard to the recommendations of the Nominations and Remuneration Committee and otherwise be in line with and not exceed the then current remuneration guidelines and policies applicable to an organisation of the type and kind of the Company or in the absence of any such guidelines and policies, those nearest to the type and kind of the Company, including guidelines and policies for government bodies or government appointments;
- (b) reimbursed for all reasonable travelling and other expenses (as determined by the Board from time to time) properly incurred by them in consequence of their attendance at Board meetings, meetings of Committees or general meetings of the Company or otherwise in connection with the business of the Company; and
- (c) paid for any service rendered to the Company in a professional or technical capacity outside the scope of the ordinary duties of a Director where the service and amount payable is on reasonable and proper terms and the provision of that service has the Board's prior approval.

11.8 Financial benefits to Directors

The Company must not give a financial benefit to a Director or any other related party of the Company except as provided by Chapter 2E of the Act.

11.9 Vacancy in the number of Directors

The continuing Directors may act notwithstanding any vacancy in their body but, if their number falls below the minimum for the time being fixed under the Act, the continuing Director or Directors will not act except for the purpose of filling vacancies or convening general meetings for so long as their number is below the minimum.

11.10 Removal of a Director

- (a) Subject to this clause 11.10, the Company may, remove a Director from office, and appoint another person as a Director in the removed Director's place, by resolution at a general meeting.
- (b) A Director will not be removed by, or required to vacate his or her office because of, any resolution, request or notice of the Directors or any of them.
- (c) At least 2 months' notice must be given to the Company of the intention to move a resolution to remove a Director at a general meeting.
- (d) If notice of intention to move a resolution to remove a Director at a general meeting is received by the Company, the Director the subject of the notice must be given a copy of the notice as soon as practicable and must be informed that he or she may:
 - (i) submit a written statement to the Company for circulation to the Members before the meeting at which the resolution is put to a vote; and
 - (ii) speak to the motion to remove the Director at the general meeting at which the resolution is to be put to a vote.
- (e) At least 21 days' notice must be given to the Members of a general meeting at which the resolution for the removal of a Director under this clause 11.10 is proposed. The notice must set out the proposed resolution and the grounds for the proposed resolution.

11.11 Vacation of office of a Director

The office of Director will become vacate if the Director:

- (a) resigns from office by notice in writing to the Company;
- (b) is removed from office by resolution of the Company at a general meeting in accordance with clause 11.10;
- (c) becomes of unsound mind or becomes liable to be dealt with in any way under the law relating to mental health;
- (d) is absent from 4 consecutive meetings of Directors without special leave of absence from the Board;
- (e) is the subject of 3 notices of material non-compliance with any code of conduct prescribed under clause 13.3 during any term of office;

- (f) becomes a bankrupt or makes any arrangement or composition with personal creditors generally;
- (g) becomes an employee of the Company (other than solely by reason of their position on the Board being deemed to create an employee relationship, if that is the case);
- (h) ceases to be a Director or becomes prohibited from being a Director under the Act or being a responsible person of a registered charity under the ACNC Act; or
- (i) ceases to meet any of the qualification criteria specified in clause 11.2.

11.12 Material personal interests

- (a) Unless an exception in section 191(2) of the Act applies, if a Director has a material personal interest in a matter that relates to the affairs of the Company, the Director must give the other Directors notice of the interest.
- (b) The notice required by clause 11.12(a) must include details of the nature and extent of the interest and how the matter relates to the affairs of the Company and must be given at a meeting of Directors as soon as practicable after the Director becomes aware of his or her interest in the matter.
- (c) A Director who has a material personal interest in a matter that is being considered at a Directors' meeting must not be present while the matter is being considered at the meeting or vote on the matter unless:
 - (i) the interest does not need to be disclosed under section 191 of the Act; or
 - (ii) the Directors who do not have a material personal interest in the matter pass a resolution that:
 - (A) identifies the Director, the nature of their interest in the matter and its relation to the affairs of the Company; and
 - (B) states that the Directors are satisfied that the interest should not disqualify the Director from voting or being present.

12 CHIEF EXECUTIVE OFFICER

12.1 Appointment by the Board

The Board may from time to time appoint a person to the office of Chief Executive officer of the Company (**Chief Executive Officer**) for such period and on such terms as the Board determines.

12.2 Remuneration

The remuneration of the Chief Executive Officer will be as determined by the Board from time to time.

12.3 Delegation of powers

The Board may from time to time entrust to and confer upon the Chief Executive Officer for the time being such of the powers exercisable under this Constitution by the Directors as they may think fit and may confer such power for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

13 POWERS AND DUTIES OF DIRECTORS

13.1 General powers

- (a) Subject to the Act and to any provision of this Constitution:
 - (i) the activities of the Company are to be managed by or under the direction of the Directors; and
 - (ii) the Directors may exercise all powers of the Company that are not required to be exercised in a general meeting.
- (b) A negotiable instrument may be signed, drawn, accepted, endorsed or otherwise executed either by any two Directors or in any other way approved by the Board.

13.2 Authority for others to act

- (a) The Board may delegate any of their powers to a committee of Directors, a Director, an employee of the Company or any other person.
- (b) The Board may, by power of attorney, appoint any company, firm, person or body of persons to be the Attorney of the Company for any period and for the purposes and with the powers, authorities and discretions vested in or exercisable by the Board under this Constitution.

13.3 Duties

- (a) The Board has the duties prescribed by the Act and the ACNC Act and in discharging their duties to the Company, each Director must at all times (without limitation):
 - (i) act in the best interest of the Company irrespective of personal, professional, commercial or other interests, and in a manner based on transparency, accountability and responsibility;
 - (ii) use their position and any information obtained in the course of that position for proper purposes, and not to gain an advantage for themselves or someone else or to cause detriment to the Company;
 - (iii) disclose conflicts of interest;
 - (iv) exercise a degree of care and diligence that a reasonable person would exercise;
 - (v) demonstrate high ethical standards and integrity in their personal and professional dealings with other Directors and Members of the Company;
 - (vi) act honestly and in good faith; and
 - (vii) comply with any code of conduct adopted by the Board from time to time.

13.4 By-laws

- (a) The Board may from time to time make, vary and rescind By-laws in relation to the Company.
- (b) The By-laws for the time being in force, and which are not inconsistent with this Constitution, are binding on Members and have full effect accordingly.
- (c) Any By-law made by the Board may be set aside by a special resolution of a general meeting of Members.

14 BOARD MEETINGS

14.1 Board to conduct business as they see fit

Subject always to clause 13.3, the Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit except that the Board:

- (a) must meet at least 4 times each year, by meetings convened with the Directors attending in person; and
- (b) will endeavour to meet on a bi-monthly basis.

14.2 Quorum

Subject to clause 14.3, the quorum necessary for the transaction of the business of the Board will be one plus half of the number of Directors appointed from time to time.

14.3 Use of technology

- (a) Without limiting the discretion of the Board to regulate their meetings under clause 14.1, a meeting of the Board may be convened or held at 2 or more places using any technology consented to by all Directors using telephone, closed circuit television or other electronic means of audio or audio/visual communication provided that the Board must not convene 2 consecutive Board meeting in this manner.
- (b) Any consent may be a standing consent.
- (c) A Director may only withdraw his or her consent a reasonable period before a Board meeting.

14.4 Chair and Deputy Chair

- (a) The Board may appoint one of their number to the office of Chair who will hold office for a term of 2 years from the date of his or her appointment. A retiring Chair may be eligible for re-appointment and may serve a further 2 year term.
- (b) The Board may appoint one of their number to the office of Deputy Chair who will hold office for a term of 2 years from the date of his or her appointment. A Deputy Chair may be eligible for re-appointment and may serve a further 2 year term.

14.5 Chairing meetings of the Board

- (a) The Chair will preside over every Board meeting.
- (b) If the Chair is not present within 15 minutes after the time appointed for the holding of a meeting of the Board or is unwilling to act, the Deputy Chair will act as chair, or if the Deputy Chair is not present or unwilling to act then the Directors present may elect one of their number to chair that meeting.

14.6 Deciding questions submitted to a Board meeting

- (a) Questions arising at any Board meeting will be decided by a majority of votes cast by the Directors entitled to vote on the resolution.
- (b) Each Director is entitled to vote and has one vote.
- (c) In the case of an equality of votes the chair of the meeting will have a second or casting vote.

14.7 Circular resolutions

- (a) A resolution in writing signed by all the Directors entitled to vote on the resolution will be as valid and effectual as if it had been passed at a Board meeting duly called and constituted. Any such resolution may consist of several documents in the same form, each signed by one or more of the Directors.
- (b) A resolution passed pursuant to clause 14.7(a) will be deemed to have been passed at a Board meeting held on the day on which and at the time at which the resolution was last signed by a Director.

14.8 Delegation to committees

The Board may by resolution, power of attorney or writing delegate any of their powers to Committees consisting of such member or members of as they think fit. Any Committee so formed or so appointed, including the Nominations and Remuneration Committee, will in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Directors.

14.9 Governance of committee meetings

The meetings and proceedings of any Committee will be governed by this Constitution for regulating the meetings and proceedings of the Board so far as this Constitution are applicable to those meetings and not superseded by any regulations made by the Directors under clause 14.8.

14.10 Acts valid, notwithstanding defect in any appointment

All acts done at any Board meeting or by a Committee or by any person acting as a Director will, notwithstanding that it is afterwards discovered that there was some defect in the appointment of the Directors, the Committee or persons acting as Directors or any of them or that they are or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified and continued to be a Director, a member of the Committee or a person acting as Director (as the case may be).

14.11 Minutes

Minutes of all proceedings at Board meetings must be kept in accordance with section 251A of the Act.

15 SECRETARY**15.1 Appointment**

The Directors must appoint a Secretary in accordance with the Act.

15.2 Terms and conditions of office

A Secretary holds office on the terms and conditions (including as to remuneration) that the Directors think fit.

16 DIRECTORS' AND MEMBERS' MINUTES**16.1 Minutes**

- (a) The Company must keep minute books in which it records:
 - (i) proceedings and resolutions of general meetings;
 - (ii) proceedings and resolutions of Board meetings, including Committee meetings;
 - (iii) resolutions passed by Members without a meeting; and
 - (iv) resolutions passed by Directors without a meeting.
- (b) The Company must ensure that the minutes of a meeting are signed by the Chair of the meeting or the Chair of the next meeting within a reasonable time after the meeting.
- (c) The Company must ensure that the minutes of the passing of a resolution without a meeting are signed by a Director within a reasonable time after the resolution is passed.

16.2 Members' access to minutes

Members are entitled to gain access to the minute book of meetings of Members in accordance with the Act.

17 ACCOUNTS AND AUDIT

17.1 Accounting records

- (a) The Board must ensure that accounting and other records are kept to correctly record and explain the transactions and financial position of the Company, to enable true and fair profit and loss accounts and balance sheets to be prepared and to permit preparation of any other documents required by the Act or this Constitution.
- (b) The records must be kept in accordance with the Act and the ACNC Act and:
 - (i) in a manner that enables them to be conveniently and properly audited;
 - (ii) for 7 years after the completion of the transactions or operations to which they relate; and
 - (iii) at the Company's registered office or at such other place as the Board think fit.
- (c) The records must at all times be open to inspection by the Directors.

17.2 Gift fund

The Company must establish and maintain a gift fund as follows:

- (a) the gift fund is for pursuing the Objects;
- (b) the gift fund must receive all gifts of money or property received by the Company for the Objects;
- (c) any money received because of gifts referred to in clause 17.2(b) must be credited to the gift fund's account;
- (d) the gift fund must not receive any other money or property; and
- (e) if the Company is wound up or has its Deductible Gift Recipient endorsement revoked (whichever occurs first), the gift fund's surplus assets must be paid to a fund, authority or institution determined according to clause 20 which is also endorsed on the same basis as the gift fund.

17.3 Accounts

Each financial year, the Company must prepare a financial report and a Directors' report in accordance with the Act and the ACNC Act.

17.4 Auditor

The Company shall appoint an auditor to audit the Company's financial statements in accordance with the Act and the ACNC Act.

18 INDEMNITY**18.1 Indemnity**

- (a) Subject to the Act, the Company will indemnify each Officer against, and will pay the Director on demand, the amount of any liability to another person (other than the Company or a related body corporate of the Company) incurred by the Officer in or in relation to the Officer's capacity as an Officer unless the liability arises out of conduct involving a lack of good faith.
- (b) The Company may indemnify any other employee of the Company at the Board's discretion.
- (c) The Company will indemnify an Officer against a liability for costs and expenses (including legal expenses on a full indemnity basis) incurred by the Officer in defending proceedings whether civil or criminal, except if those proceedings are:
 - (i) civil proceedings in which the Officer is found to have a liability for which they could not be indemnified under clause 18.1(a);
 - (ii) criminal proceedings in which the Officer is found guilty;
 - (iii) proceedings brought by ASIC or a liquidator for a court order, and a court finds that the grounds for making the order are established; or
 - (iv) proceedings for relief to the Officer under the Act under which the court denies relief.
- (d) The Officer must repay to the Company any amounts advanced by the Company under any indemnity in this clause 18.1 if:
 - (i) any of the exceptions set out in clause 18.1(c) apply;
 - (ii) a court subsequently determines that the indemnification is not permitted; or
 - (iii) the indemnification is not permitted by the Act.

- (e) For the purposes of this clause 18.1, the Company has the burden of proving that the Officer to be indemnified is not entitled to the requested indemnification.
- (f) If the Company determines that an Officer is not entitled to be indemnified, the Officer will be entitled to direct that the Company obtain and follow, at the Company's expense, an opinion as to such entitlement from a Senior Counsel with relevant expertise.
- (g) The indemnification rights in this clause 18.1 constitute a contract between the relevant parties seeking indemnification and the Company and will continue to have effect following the rescission or restrictive modification of the clause with respect to events occurring prior to the rescission or modification of the clause.

18.2 Payment of Costs

Subject to this Constitution and the Act, the Board may, out of the funds of the Company, pay all costs, losses and expenses which any Officer may incur or become liable to pay by reason of any contract entered into or act or thing done by them in their capacity as an Officer or in any way in discharge of their duties.

18.3 Limit of indemnity

- (a) Subject to the provisions of the Act, an Officer of the Company will not be liable for:
 - (i) the acts, receipts, neglect or defaults of any other Officer;
 - (ii) joining in any receipt or other act of conformity or for any loss happening to the Company through:
 - (A) an insufficiency or deficiency of title to any property acquired by order of the Officers for or on behalf of the Company; or
 - (B) an insufficiency or deficiency of any security in or upon which any of the moneys of the Company are invested at any time;
 - (iii) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects are deposited at any time;
 - (iv) any loss occasioned by any error of judgment or oversight on the Officer's part; or

- (v) any other loss, damage or misfortune which occurs in the execution of the duties of the Officer's office,

unless the liability was incurred against the Company or through the Officer's own dishonesty.

19 CONTRACT OF INSURANCE

Except to the extent precluded by the Act, the Company may pay a premium for a contract insuring a person who is or has been an Officer, against:

- (a) any liability incurred by the Officer which does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of sections 182 or 183 of the Act; or
- (b) any liability for costs and expenses incurred by that person in defending proceedings relating to that person's position with the Company, whether civil or criminal and whatever their outcome.

20 WINDING UP

- (a) Subject to clause 17.2, if the Company is wound up or dissolved, then any assets and property that remains (after satisfaction of all debts and liabilities of the Company including the payment of costs and expenses of the winding up) must not be paid or distributed to Members (whether directly or indirectly) but must be given or transferred to such other institution as the Directors may determine which:
 - (i) has objects similar to the Objects;
 - (ii) is registered with or recognised by each Commissioner as being a charity and an ITEC if the Company had been;
 - (iii) is registered with or recognised by the Commissioner as being a Deductible Gift Recipient if the Company had been and on the same basis the Company had been; and
 - (iv) prohibits the distribution of its income and property among its Members to an extent at least as great as that imposed on the Company by clauses 4(d) and this clause 20.
- (b) Subject to clause 20(a), the Board may determine which institution will receive the distribution prior to the actual winding up. If the Board does not do so, the property will be transferred to an institution determined by a Judge of the Supreme Court of Victoria subject to clause 20(a).

21 TIME FOR DOING ACTS

- (a) If:
- (i) the time for doing any act or thing required to be done; or
 - (ii) a notice period specified in this Constitution,
- expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

22 NOTICES

22.1 Method of giving notice

A notice may be given by the Company to any Member either by hand or by sending it by ordinary prepaid post, email or facsimile to the Member at the address of that Member, email address of that Member or the facsimile number for that Member appearing in the Register of Members. If the Member's address on the Register of Members is not within Australia all notices must be sent by airmail, email or facsimile.

22.2 When notice will be deemed to have been given

Any notice or other communication to a Member under this Constitution:

- (a) if given by hand, will be deemed to have been given on the day it was so delivered;
- (b) if given by ordinary post to an address within the State of Victoria, will be deemed to have been given 2 Business Days after being sent by prepaid post;
- (c) if given by airmail to an address outside Australia, will be deemed to have been given 5 Business Days after being sent by airmail;
- (d) if given by facsimile, will be deemed to have been given on the date on which the Company's facsimile machine records that the facsimile was successfully transmitted to the facsimile number of the Member; and
- (e) if given by email transmission, will be deemed to have been given on the date on which the Company's electronic equipment reports that the email has been delivered to the email address of the Member.

22.3 Proving service by post

In proving service by post, a certificate in writing signed by any Officer stating that the notice was duly sent will be conclusive evidence of that fact.

22.4 Signature

The signature to any notice to be given by the Company may be written or printed.

23 AMENDMENTS

- (a) The Company must not amend or repeal any provision of this Constitution unless the amendment or repeal has been approved by at least 75% of the Members who may vote in favour of the resolution approving the amendment or repeal.
- (b) The Company must:
 - (i) comply with the terms pursuant to which any concession, endorsement, licence or authority or approval is held or enjoyed or might be held or enjoyed by the Company, including in respect of any ITEC and Deductible Gift Recipient endorsement; and
 - (ii) obtain all necessary consents and approvals to any amendment of this Constitution required by the Act, the ACNC Act, the ITAA97 or otherwise.
- (c) A modification or repeal of any provision of this Constitution in accordance with clause 23(a) takes effect:
 - (i) on the date on which the resolution is passed if the resolution does not specify a later date;
 - (ii) on the date specified in the resolution if the relevant date is later than the date on which the resolution is passed; or
 - (iii) on the date on which the change takes effect at law, if a later date.