

# **CONSTITUTION**

**of**

**Coast and Country Community Services  
Ltd.**

Current as of 25<sup>th</sup> August 2014

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## PRELIMINARY

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### 1. Name & Structure

- 1.1 The name of the Company shall be Coast and Country Community Services Ltd.
- 1.2 The Company is limited by guarantee and the Liability of the Members is limited as provided in this constitution.
- 1.3 The Company is a not-for-profit organisation incorporated under the Act.

### 2. Definitions & Interpretations

#### 2.1 Definitions

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

**AGM** means Annual General Meeting

**Board** or **Board of Directors** means the board of directors of the Company.

**Chair** means Chair of the Board.

**Company** means Coast and Country Community Services Ltd.

**Company Secretary** means the person elected to that position by the Directors of the Company.

**Deputy Chair** means deputy chair of the Board.

**Director** means a director of the Company.

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

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

**Funding Body** means any body from which the Company receives funds.

**General Meeting** means a meeting of the members of the Company called in accordance with this constitution and includes both Special General Meetings & Annual General Meetings.

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

**Liability** of a person means any liability incurred by that person as an officer of the Company or a subsidiary of the Company.

**Member** means a member of the Company unless referred to in a context, which specifically indicates another meaning.

**Minute Secretary** means the person elected to that position by the Directors of the Company and whose primary function is to record minutes of both the Member and Board meetings.

**Policy** means the policy or policies relating to membership as provided in clause 9.1 and as to Directors as provided in clause 14.1 of this constitution.

**Service** means the provision of community services provided by the Company.

**Special General Meeting** has the meeting set out in clause 22 of this constitution.

**Special Resolution** has the meaning set out in the Act.

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

**Working Day** means a day other than Saturday, Sunday or public holiday declared for the state of New South Wales.

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

### 3. Objectives

- 3.1 The primary objectives of the Company are to:
- 3.1.1 provide safe, reliable community services to the disadvantaged, frail, the aged, people with disabilities and their carers;
  - 3.1.2 investigate the provision of and need for community services to the disadvantaged, frail, the aged, people with disabilities and their carers;
  - 3.1.3 establish services to meet the needs of the disadvantaged, frail, the aged, people with disabilities and their carers and transport disadvantaged;
  - 3.1.4 provide information and assistance to and liaise with other community organisations interested in community services;
  - 3.1.5 provide input into government policy on public transport in general and community transport in particular;

- 3.1.6 carry on, conduct and manage the Services in accordance with this constitution and the policies & procedures of the Company;
  - 3.1.7 pursue activities to ensure the sustainability of the Company;
  - 3.1.8 work pro-actively and collaboratively with Service users and other health care providers for the best interests of the Service user;
  - 3.1.9 maintain modern contemporary business processes and risk management practices to ensure efficient and effective management of the Company;  
and
  - 3.1.10 provide just and appropriate working conditions for staff members and volunteers, which embrace an environment of staff development and training, supervision and support.
- 3.2 The Company may do all things as are incidental or reasonably necessary to pursue the objectives set out above.

#### **4. Powers**

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

#### **5. Promotion of Objectives**

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

#### **6. Distribution of Property**

- 6.1 On a winding up of the Company, the Members must determine one or more companies, associations or institutions that are endorsed as a deductible Gift Recipient pursuant to Section 30.125 of the *Income Tax Assessment Act 1997*, and whose constitution:
  - 6.1.1 requires them to pursue only objects similar to those in clause 3 and to apply their income in promoting those objects;
  - 6.1.2 prohibits them from making distributions to their Members to at least the same extent as in clause 5;

6.1.3 prohibits them from paying fees to their Directors and requires their Directors to approve all other payments the Company makes to their Directors; and

6.1.4 requires it to operate only in the Local Government areas in which the Company operated at the date of winding up.. In the event no such Company, association or institution complies with this clause, to a Company, association or institution who operates solely in New South Wales and the Australia Capital Territory;

to whom the liquidator must give or transfer any surplus income and property on winding up.

6.2 If the Members fail to make a determination under clause 6.1 within 20 Working Days of the winding up of the Company, the liquidator must make an application to the Supreme Court in the jurisdiction the Company is taken to be registered to make that determination.

6.3 If the Company has its endorsement as a deductible gift recipient revoked, any surplus of the following assets shall be transferred to another organisation to which income tax deductible gifts can be made:

- Gifts of money or property for the principal purpose of the organisation;
- Contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation;
- Money received by the organisation because of such gifts and contributions. [note: this clause was added by special resolution passed unanimously at a special meeting of members on 25<sup>th</sup> August, 2014]

## **MEMBERSHIP**

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### **7. Membership Classes & Eligibility**

7.1 Any natural person is eligible to be a Member of the Company, but only if the person provides the guarantee described in clause 8.3.

7.2 There shall only be one class of Member comprising of:

7.2.1 all persons who are Members of the Company at the time this constitution is adopted and who have provided the guarantee described in clause 8.3.

7.2.2 other persons admitted to membership pursuant to clause 9.

### **8. Membership Rights & Responsibilities**

8.1 Subject to the restrictions contained in this constitution each Member of the Company shall have all rights conferred by this constitution including the right to attend and vote at General Meetings.

8.2 Any rights, privileges and obligations, which a person has by reason of being a Member:-

8.2.1 are personal and cannot be transferred or transmitted to any other person or entity and;

8.2.2 (subject only to clause 8.3) cease upon cessation of the person's membership.

8.3 Each Member shall be required to provide a written guarantee in the form required by the Company from time to time, that the Member will contribute up to \$1.00 to the property of the Company for payment of outstanding debts and liabilities of the Company should it be wound up while the person is a Member or within 12 months of the person ceasing to be a Member except where the reason the person ceases to be a Member is because the person has died. The liability of a Member to contribute towards the payment of debts and liabilities of the Company on the cost, charges and expenses of the winding up of the Company shall be limited to the amount of the guarantee.

## **9. Becoming and Remaining a Member**

9.1 A person may become a Member of the Company by completing and signing a written membership application form.

9.2 The Board is to adopt a Policy which identifies the criteria to be met by applicants for membership of the Company as well as any matters which would disqualify a person from being a Member. Once adopted, the Policy is not to be altered except by Special Resolution of the Members at an AGM.

9.3 A paid team member employed by the Company and their family members are ineligible to become Members of the Company.

9.4 A former paid team member of the Company is not eligible to become a Member of the Company for one year following termination of employment.

9.5 On or before the 30<sup>th</sup> June each year, any Member who wishes to remain a Member for the following Financial Year is to complete and sign a written membership continuation form. This requirement does not apply to persons who became a Member within the 12 months period preceding 30<sup>th</sup> June of the relevant year.

## **10. Register of Members**

10.1 The Company Secretary shall maintain a register of names, showing each Member's name, home address, any other address or contact information provided by the Member and the date of commencement of membership.

## **11. Disciplining of Members**

11.1 The Company may serve a Member with a discipline notice, where the Board passes a resolution stating that in the Boards' opinion the Member;

- 11.1.1 has refused or neglected to comply with a provision of this constitution and/or code of conduct ; or
  - 11.1.2 has acted in a manner prejudicial to the interests or reputation of the Company; or
  - 11.1.3 is no longer a fit and proper person to be a Member of the Company.
- 11.2 The Board is to adopt a written policy (“the code of conduct”), which identifies in detail the expected conduct of Members.
- 11.3 A discipline notice must detail the Boards’ concerns and invite the Member to make submissions in respect of those concerns within 14 days. Where the Board suspends the Member’s membership pending the making of a disciplinary decision, the discipline notice must include notification of such suspension.
- 11.4 Where the Board has served a Member with a discipline notice and has allowed the Member 14 days within which to respond, the Board may, within a further 7 days, make a disciplinary decision by;
- 11.4.1 suspending the Member’s membership;
  - 11.4.2 expelling the Member from the Company;
  - 11.4.3 imposing such further or other conditions upon the Member’s membership as the Board deems appropriate in the circumstances.
- 11.5 A disciplinary decision shall apply from the date it is made.
- 11.6 Where the Board decides to discipline a Member in accordance with clause 11.4 it shall inform the Member in writing of its decision in writing within 7 days of the date of the decision.

## **12. Suspension and/or Cessation of Membership**

- 12.1 The period of a suspension made pursuant to a disciplinary decision is not to exceed 12 months.
- 12.2 The Board may suspend a Member’s membership for the period between service of a disciplinary notice and the making of a disciplinary decision. The period of such suspension is not to exceed 21 days.
- 12.3 Where the Board suspends a Member’s membership, it shall notify the Member in writing of the suspension (including the term of the suspension) as soon as practicable.
- 12.4 A Member may appeal to the Company in General Meeting against his or her suspension within 7 days after notice is served on the Member under clause 11.6 by lodging notice to that effect with the Company Secretary.
- 12.5 The notice may, but need not, be accompanied by a statement of the grounds on which the Member intends to rely for the purpose of the appeal.



- 12.6 Upon receipt of the notice from the member under clause 12.5, the Company Secretary must notify the Board which must convene a Special General Meeting of the Company to be held within 28 days after the date on which the Company Secretary received the notice.
- 12.7 At a Special General Meeting of the Company convened under clause 12.6:
- 12.7.1 no business other than the question of the appeal is to be transacted;
  - 12.7.2 the Board and the Member must be given the opportunity to state their respective cases orally or in writing or both; and
  - 12.7.3 the Members present are to vote by secret ballot on the question of whether the suspension should be confirmed or revoked.
- 12.8 The appeal is to be determined by a simple majority of votes cast by the Members. Where the votes are equal for and against, the Chair of the meeting shall have a casting vote.
- 12.9 Any Member shall cease to be a Member when he or she:
- 12.9.1 dies;
  - 12.9.2 resigns membership by notice in writing served upon the Company;
  - 12.9.3 revokes (or purports to revoke) the guarantee described in clause 8.3;
  - 12.9.4 does not provide a membership continuation by the required date (where applicable);
  - 12.9.5 becomes bankrupt or enters into any arrangement or composition with his or her creditors or any of them; or
  - 12.9.6 is expelled pursuant to a disciplinary decision.
- 12.10 Where a person ceases to be a Member, he or she automatically forfeits any right or claim he or she had (or may have had) upon the Company, arising from his or her membership.

## **MANAGEMENT OF THE COMPANY BY THE BOARD**

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### **13. Powers of the Board**

- 13.1 The affairs of the Company shall be controlled and managed by a group of Directors known as the Board.
- 13.2 Subject to the Act, this constitution and any resolution passed by the Company in a General Meeting the Board;

- 13.2.1 May exercise all such functions as may be exercised by the Company except those functions that this constitution requires to be exercised by a General Meeting; and
  - 13.2.2 May perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper management of the affairs of the Company.
- 13.3 The Board may make such by-laws (as are not inconsistent with this constitution or Act) as it deems necessary for the proper and effective management of the Company and may alter or repeal any such by-laws. Any such by-laws will be valid and binding upon Members unless and until revoked by the Board or amended or revoked by the Members in General Meeting.

#### **14. Composition of the Board**

- 14.1 The Board shall consist of 9 Directors, being members of the Company each of whom has either been elected as a Director at the AGM or otherwise appointed as a Director pursuant to this constitution.
- 14.2 The Board may adopt a Policy, which must be in writing, which identifies the minimum and desirable criteria (including skills, experience and qualifications) to be met by Directors, as well as any matter which would disqualify a person from being a Director.
- 14.3 In addition to any requirements and/or prohibitions imposed by the Act, to be eligible to serve as a Director, a person must meet the minimum criteria (if any) set out in the policy and must not be subject to any matter, which would disqualify that person pursuant to the policy.
- 14.4 Once adopted, the policy is not to be altered except by Special Resolution of the Members at an AGM.
- 14.5 The Company Secretary is to make a copy of the policy available to any Member free of charge.
- 14.6 At the first Board meeting, and then subsequently at the first Board meeting after each AGM, the Board shall elect from among its own number, a Chair, a Deputy Chair, a Minute Secretary and a Treasurer with all positions available for election at each such meeting.

#### **15. Terms of Office**

- 15.1 At each AGM, one third of the Directors shall retire from office.
- 15.2 The Directors to retire at the first, second and third AGM will be selected in accordance with a Policy adopted by the Board and in the absence of such a policy by lot.

- 15.3 A Director must not hold office (without re-election) past the third AGM following the Director's appointment or 3 years, whichever is the longer. However, a Director appointed to fulfil a casual vacancy must not hold office (without re-election) past the next Annual General Meeting. A Director appointed to fulfil a casual vacancy who subsequently is re-elected at the next Annual General Meeting in accordance with this clause will hold office (without re-election) only for the same period as the Director who they replaced.
- 15.4 The Board may grant a Director a temporary leave of absence from office for a specified period. However, no Director shall be entitled to appoint an alternate Director to act in his/her stead during such leave of absence.

## 16. Election of Directors

- 16.1 Directorships must be offered for election at each AGM.
- 16.2 Any Member may nominate any other Member (including any outgoing Director), as a candidate for election as a Director by serving a written notice upon the Company nominating the candidate (in the form required by the Company) at least 7 days prior to the AGM. As a minimum, this notice must be signed by:
- 16.2.1 the Member nominating the candidate and;
  - 16.2.2 at least one other Member who, by signing, agrees to second the nomination and;
  - 16.2.3 the candidate who, by signing,
    - 16.2.3.1 indicates his/her consent to act as a Director if elected or appointed and;
    - 16.2.3.2 declares that he/she meets the minimum criteria required by the Policy (if any referred to in clause 14.2); and
    - 16.2.3.3 declares that he/she is not subject to any matter that would disqualify him/her from being a Director pursuant to the policy (if any) referred to in clause 14.2.
- 16.3 Election of Directors shall be resolved by vote at the AGM in accordance with clauses 16.4 and 25.1 – 25.6, except that:
- 16.3.1 where there is only one candidate for a particular position; or
  - 16.3.2 where the number of candidates is equal to or less than the number of available positions,

the candidate(s) shall be taken to be appointed automatically without the need for a resolution, with such appointment(s) to operate from the time at which a vote would have been conducted if required but for this clause.

16.4 Where a vote is conducted for the election of one or more Directors, such vote shall be conducted by a single poll. Each Member shall be entitled to one vote in which the Member selects his or her preferred candidate(s) (up to the number of candidates as there are positions to be filled) with no particular preference being afforded to each candidate selected by the voter. The Candidate(s) who receive the highest number of selections overall shall be elected to the available positions, except that where, after an initial poll,

16.4.1 votes are tied for the final position(s) available; or

16.4.2 not all the positions have been filled;

only the candidate(s) who clearly received more votes than the other candidates shall be elected and a further poll will be conducted from among the remaining unelected candidates to fill the remaining position(s). Where required, this process will be repeated until all the available positions have been filled.

## **17. Appointment of Directors**

17.1 Any directorship which:

17.1.1 is not filled by election at the AGM; or

17.1.2 subsequently becomes vacant;

may be filled by any Member appointed by the Board.

17.2 Before appointing any person as a Director, the Board must ensure that it considers the appropriateness of any potential appointee based on the criteria contained in the Policy (if any) referred to in clause 14.2.

17.3 An appointment of a Director by the Board must be made in writing and shall be effective from the date set out in the written instrument.

17.4 Appointments made pursuant to this section need not be confirmed by the Company in a General Meeting.

## **18. Vacancy on the Board**

18.1 A directorship shall become vacant where:

18.1.1 the position is offered for election at an AGM but is not filled; or

18.1.2 a Director ceases to hold office by operation of clause 18.2 or by operation of law.

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

18.2.1 ceases to be a Member of the Company;

- 18.2.2 becomes bankrupt or enters into any arrangement or composition with his or her creditors or any of them;
  - 18.2.3 resigns office by notice in writing served upon the Company;
  - 18.2.4 becomes mentally ill or a person whose person or estate is liable to be dealt with in any way under the laws relating to mental health;
  - 18.2.5 fails to attend 4 or more Board meetings in any 12 month period without having been granted a leave of absence by the Board for the period during which the Director failed to attend such meetings;  
or
  - 18.2.6 is removed from office pursuant to the Act.
- 18.3 Despite any vacancy on the Board, the Board may continue to act in accordance with this constitution.

## **19. Board Meetings and Resolutions**

- 19.1 The Board shall meet at least quarterly for the dispatch of business.
- 19.2 Unless otherwise authorised by the Act, where a Director has a material personal interest in a matter that is being considered at a Board meeting, such Director must not:
- 19.2.1 be present while the matter is being considered at the meeting; or
  - 19.2.2 vote on the matter.
- 19.3 The Chair at any time and the Company Secretary on the requisition of any Director may call a meeting of the Board. Notice of a meeting must be given to each Director at least 48 hours (or such other period as is unanimously agreed on by the Board) before the time appointed for the holding of the meeting, except that a Director need not be notified where:
- 19.3.1 the Board has granted the Director a leave of absence for the period during which the meeting is to be held; or
  - 19.3.2 the Director is absent from Australia and has not left a telephone number, fax number, email address or other address at which he or she may be contacted.
- 19.4 A Board meeting may be called or held by means of telephone, audio-visual or other instantaneous communication method (“a tele-meeting”), provided that where a tele-meeting is held:
- 19.4.1 all of the Directors taking part in the meeting announce their presence to all the other Directors taking part; and
  - 19.4.2 all of the Directors taking part in the meeting confirm at the commencement of the meeting that they can communicate clearly with each of the other Directors present.

- 19.5 During a tele-meeting,
- 19.5.1 a Director is not to leave the meeting by disconnecting the means of communication without notifying the Chair of the meeting;
  - 19.5.2 a Director who has announced his or her presence and confirmed communication is deemed to be present at the tele-meeting until its conclusion unless or until he or she notified the Chair of the meeting that he or she is leaving the meeting.
- 19.6 To constitute a quorum at a Board meeting, the number of present (in person or using such technology as is permitted) and entitled to vote must be equal to or greater than half the total number of Directors (not including vacancies) plus one. No business is to be transacted (i.e. no resolutions are to be heard) unless a quorum is present at the meeting. Where a Director leaves a meeting part way through and those remaining do not constitute a quorum, the meeting may continue, but no business is to be transacted unless or until a quorum is again present.
- 19.7 If within half an hour of the time appointed for a Board meeting a quorum is not present the meeting is to stand adjourned to a time and date announced by the Chair.
- 19.8 The Chair is to chair all Board meetings, except that, where he or she is not present within 10 minutes of the time appointed for a Board meeting, the Deputy Chair is to chair such meetings (or where the Deputy Chair is also not present within 10 minutes, such other Director as is chosen by the Directors present). The person who commences as Chair of the meeting shall continue as Chair of the meeting, even where:
- 19.8.1 a person other than the Chair is required to chair a meeting pursuant to this provision and the Chair subsequently attends the meeting; or
  - 19.8.2 a new Chair is elected during the meeting pursuant to clause 14.5.
- 19.9 A resolution of the Board shall be passed by simple majority vote of Directors present and entitled to vote at the meeting. No proxy votes shall be allowed. Where the votes are equal for and against, the Chair of the meeting shall have a casting vote.
- 19.10 Notwithstanding clause 19.9, the Directors may pass a resolution without a Board meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Director signs.
- 19.11 In all other respects, the Board may determine the procedure for, regulate and adjourn its meetings as it thinks fit.

## **20. Delegation to Sub-Committees**

- 20.1 The Board may delegate in writing to one or more sub-committees consisting of such Member or Members as the Board thinks fit the exercise of such of the functions of the Board as are specified in that writing, other than:-
- 20.1.1 This power of delegation; and
  - 20.1.2 Any function which is a duty imposed on the Board by the Act or by any other law.
- 20.2 Any function delegated to a sub-committee under this clause may be exercised from time to time by the sub-committee in accordance with the terms of the delegation until such time as the Board revokes the delegation.
- 20.3 A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function or as to the time or circumstances of the delegation as may be specified in writing.
- 20.4 All actions by a sub-committee acting in exercise of a delegation under this clause has the same force and effect as the actions of the Board.
- 20.5 The Board may in writing revoke wholly or in part any delegation under this clause.

## **THE COMPANY IN GENERAL MEETING**

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### **21. Annual General Meeting**

- 21.1 The Company must hold an AGM within 18 months of its registration as a public company and, thereafter, at least once in each calendar year (within 5 months after the end of the Financial Year).
- 21.2 The business of the AGM shall include:
- 21.2.1 the election of Directors;
  - 21.2.2 the consideration and approval (or otherwise) of the annual financial report, Directors' report and auditor's report;
  - 21.2.3 the appointment of the auditor (where applicable);
  - 21.2.4 the fixing of the auditor's remuneration (where applicable); and
  - 21.2.5 any other business referred to in the notice of meeting.

### **22. Special General Meetings**

- 22.1 All meetings of members other than AGM's will be called Special General Meetings and may be called by:

- 22.1.1 the Chair acting on a resolution of the Board; or
- 22.1.2 any other person(s) permitted to call such meeting pursuant to the Act.

### **23. Notice of General Meetings**

- 23.1 No business shall be transacted at any General Meeting unless, at least 21 days prior to the date fixed for the meeting (unless the Act allows a lesser time period), each Member has been served with a notice which complies with the notice requirements set out in the Act.

### **24. Proxy Representatives at General Meetings**

- 24.1 A Member of the Company who is entitled to attend and cast a vote at a General Meeting may appoint a person or a body corporate as their proxy representative to attend and vote for the Member in the meeting.
- 24.2 A valid appointment of a proxy representative must be in writing, signed by the Member and must specify:
  - 24.2.1 the Member's name and address;
  - 24.2.2 the name of the Company;
  - 24.2.3 the proxy representative's name or the name of the office held by the proxy representative; and
  - 24.2.4 the meeting at which the appointment may be used.
- 24.3 Where the proxy representative is not a Member of the Company entitled to vote on a resolution, the proxy representative may only vote for a Member pursuant to a proxy appointment where the proxy appointment specifies the way the proxy representative is entitled to vote on the resolution and the proxy representative votes in that way.
- 24.4 Proxy documents must be received by the Company at least 48 hours prior to the meeting for which the appointment is intended to apply.
- 24.5 A proxy representative appointed to attend and vote for a Member has the same rights as the Member to:
  - 24.5.1 speak at the meeting; and
  - 24.5.2 vote (but only to the extent allowed by the appointment); and
  - 24.5.3 make or join in a demand for a poll.
- 24.6 Where a Member who has appointed a proxy representative attends the meeting for which the proxy representative was appointed, the proxy appointment shall be suspended while the Member remains at the meeting.



- 24.7 A vote cast by a proxy representative will not be valid if, before the proxy representative votes, the appointing Member:
- 24.7.1 dies;
  - 24.7.2 is mentally incapacitated;
  - 24.7.3 revokes the proxy representative's appointment; or
  - 24.7.4 appoints another proxy representative.

## **25. General Conduct of General Meetings**

- 25.1 To constitute a quorum at a General Meeting, the number of Members and/or proxy representatives present (in person or using such technology as is permitted) and entitled to vote must be equal to or greater than half the total number of Members of the Company plus one. No business is to be transacted (i.e. no resolutions are to be heard) unless a quorum is present at the meeting. Where a Member or a proxy representative leaves a meeting part way through, and those remaining do not constitute a quorum, the meeting may continue, but no business is to be transacted unless or until a quorum is again present.
- 25.2 If within half an hour of the time appointed for a General Meeting a quorum is not present the meeting is to stand adjourned to a time and date announced by the Chair.
- 25.3 At any time during a General Meeting, where the Members resolve to adjourn the meeting until another specified time and place, the Chair of the meeting must so adjourn the meeting but need not provide further notice of the adjournment to the Members. Only unfinished business is to be transacted at any such previously adjourned meeting.
- 25.4 The Chair is to chair all General Meetings, except that where he or she is not present within 10 minutes of the time appointed for a General Meeting, the Deputy Chair is to chair such meetings (or where the Deputy Chair is also not present within 10 minutes, such other Member as is chosen by the Members present). Where a person other than the Chair is required to chair a meeting pursuant to this provision, he or she shall continue as Chair of the meeting, even where the Chair subsequently attends the meeting.

## **26. Resolutions and Voting at General Meetings**

- 26.1 Objections to a right to vote at a General Meeting may only be made at the meeting and must be determined by the Chair of the meeting, whose decision is final.
- 26.2 Voting on a resolution shall be a show of hands unless a poll is demanded by:
- 26.2.1 at least five members and/or proxy representatives entitled to vote on the resolution; or

- 26.2.2 members and/or proxy representatives with at least 5% of the votes that may be cast; or
- 26.2.3 the Chair of the meeting.
- 26.3 Despite clause 26.2, a poll may not be demanded on any resolution concerning the election of the Chair of the meeting or the adjournment of a meeting.
- 26.4 Despite clause 26.2, the election of Directors shall at all times be by poll. Further, the election of Directors shall be conducted according to the procedure set out in clause 16.4.
- 26.5 In all other respects, the Chair of the meeting may determine how voting is carried out.
- 26.6 A resolution of the General Meeting shall be passed by simple majority of the votes cast by members and proxy representatives who are present and entitled to vote, unless a Special Resolution is required by this constitution or by law. Where the votes are equal for and against, the Chair of the meeting shall have a casting vote.
- 26.7 Subject to the Act, anything done (including the passing of a resolution) at a meeting of Members is not invalid if either or both:
  - 26.7.1 a person does not receive notice of the meeting; or
  - 26.7.2 the Company accidentally does not give notice of the meeting to a person.

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### **27. Management of Property and Finances**

- 27.1 A negotiable instrument may only be signed, drawn, accepted, endorsed or otherwise executed on behalf of the Company,
  - 26.1.1 by two Directors;
  - 26.1.2 otherwise in accordance with a policy adopted by the Board from time to time.
- 27.2 The assets and income of the Company shall be applied solely in furtherance of its objects and no portion shall be distributed directly or indirectly to its Members except as bona fide compensation for services rendered or expenses incurred on behalf of the Company.
- 27.3 The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with Clause 27.1.

## **28. Company Secretary**

- 28.1 The Board shall appoint a Company Secretary of the Company.
- 28.2 The Company Secretary shall hold office on such terms and conditions as the Board determines.
- 28.3 The common seal of the Company shall be kept in the custody of the Company Secretary.

## **29. Amendment of Constitution**

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

## **30. Service of Notices and Documents**

- 30.1 For the purposes of this constitution, anything which is to be served upon or given to a person shall be deemed to be served upon or given to that person where it is served:
  - 30.1.1 personally,
  - 30.1.2 by sending it by pre-paid post to the address of the person (or, in the case of a Member, to the address of the Member in the register of members);
  - 30.1.3 by faxing it to the person's fax number or emailing it to the person's email address (if any) nominated by the person (or, in the case of a Member, to such fax number or email address as is in the register of members, if any); or
  - 30.1.4 where notice is being given to a Director of a Board meeting, by telephone, audio-visual or other instantaneous communication.
- 30.2 For the purposes of this constitution, anything which is to be served upon the Company shall be deemed to be served if it is served in accordance with the requirements of the Act.
- 30.3 For the purpose of this constitution, anything to be served or given is taken to be served or received:
  - 30.3.1 in the case of something given or served personally, on the date on which it is actually received by the person;
  - 30.3.2 in the case of something sent by pre-paid post, on the second Working Day after posting;
  - 30.3.3 in the case of something faxed or sent by email, on the Working Day after transmission; and

30.3.4 in the case of something communicated by telephone, audio-visual or instantaneous communication, at the time such communication actually occurs.

**31. Legal Costs**

To the extent permitted by law, the Company may (by agreement or deed) indemnify each relevant officer against a Liability of that person and Legal Costs of that person. To the extent permitted by law, the Company may also make a payment (whether by way of advance, loan or otherwise) to a relevant officer in respect of Legal Costs of that person.

**32. Liabilities of Officers**

To the extent permitted by law, the Company may pay, or agree to pay, a premium for a contract insuring a relevant officer against a Liability of that person and Legal Costs of that person.

**33. Gift Fund**

While the Company has deductible 'gift recipient' status from the Australian Taxation Office, it will maintain only for the principal purpose of the Company a fund called the gift fund to which gifts of money or property will be made and to which any money received by the Company because of gifts is to be credited and a gift fund will not receive any other money or property.