

Constitution

Quaker Service Australia Limited

ACN 618 346 839

A Public Company Limited by Guarantee

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1 Definitions and interpretation

1.1 Definitions

In this Constitution unless a contrary intention appears:

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

Annual General Meeting means an annual general meeting of the Company that must be held in accordance with clause 9.1.

ASIC means the Australian Securities and Investments Commission.

Australia Yearly Meeting means Religious Society of Friends (Quakers) in Australia Incorporated (ACT) being an incorporated association established under the *Associations Incorporation Act 1991* (ACT) which bears the ABN 16 036 715 933.

Board means some or all of the Directors acting as a board.

Chair means the person appointed to be the chair under clause 10.4 and performs the role of a Clerk as described in clause 2.4.

Company means Quaker Service Australia Limited being an Australian public company limited by guarantee established under the Corporations Act which bears the ACN 618 346 839.

Constitution means this constitution as amended from time to time.

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

Director means an individual holding office as director of the Company.

Directors means all or some of the persons holding office as Directors of the Company.

General Meeting means a meeting of the Members of the Company and includes an Annual General Meeting.

Handbook means “The Religious Society of Friends (Quakers) in Australia Inc., Handbook of Quaker Practice and Procedure in Australia”, Seventh Edition, (2020) as amended from time to time.

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

In Unity means after considering matters, Quakers united around the sense of the meeting in the decision that had emerged, giving unanimous consent or agreement.

Meetings for Worship for Business means a meeting at which decisions are made In Unity by the members of the meeting.

Member means a person entered on the Register of the Company as a current member.

Object means the object of the Company as set out in clause 2.

Policy means a policy made by the Board in accordance with clause 16.

Register means the register of members under the Corporations Act.

Registered Office means the registered office for the time being of the Company.

Related Body Corporate has the same meaning it has in the Corporations Act.

Secretary means an individual appointed as a secretary of the Company in accordance with clause 25.1.

Special Resolution takes the meaning given by Section 9 of the Corporations Act.¹

1.2 Interpretation

In this Constitution unless the contrary intention appears:

- (a) words importing any gender include all other genders;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a law includes regulations and instruments made under the law;
- (d) a reference to a clause is a reference to a clause in this Constitution unless otherwise stated;
- (e) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise;
- (f) a reference to a meeting includes a meeting by technology where all attendees have reasonable opportunity to participate;
- (g) a reference to a person being present in person includes an individual participating in a meeting as described in clause 1.2(f);
- (h) a reference to a person includes a natural person, corporation or other body corporate;
- (i) a power, an authority or a discretion reposed in a Director, the Board, the Company in General Meeting or a Member may be exercised at any time and from time to time;
- (j) "writing" and "written" includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (k) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia.

1.3 Signing

Where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions, or in any other manner approved by the Board.

1.4 Corporations Act

In this Constitution unless the contrary intention appears:

- (a) expressions in this Constitution that deal with a matter dealt with by a particular provision of the Corporations Act have the same meaning as they have in the Corporations Act; and

¹ At the time of adoption of this Constitution, section 9 provides that a Special Resolution is a resolution:
(a) of which notice has been given to the Members in accordance with clause 9.3; and
(b) that has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution.

- (b) “section” means a section of the Corporations Act.

1.5 Headings

Headings are inserted for convenience and are not to affect the interpretation of this Constitution.

1.6 Replaceable rules do not apply

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

2 Preamble

2.1 International aid and development organisation

Quaker Service Australia (QSA) is the international aid and development organisation of Australia Yearly Meeting.

2.2 History

QSA emerged in 1940 as a Quaker concern, primarily as a fund-raising agency of Quakers in England. In 1959, QSA was established as a separate body in Australia. It supports development projects in many countries.

2.3 Beliefs and aims

- (a) Central to QSA’s work is the Quaker belief in the equal worth of all people. This is a belief which has guided Quaker practice since its beginnings in 1652 and is demonstrated in the social justice concerns Quakers have pursued over time, as well as in the business practices of Quaker companies and organisations. QSA seeks, through project selection and resulting activities to promote the human rights and dignity of all involved; to enhance gender equity and community development and to maximise the positive environmental impact in all projects.
- (b) QSA is guided in all that it does by the Quaker testimonies of Simplicity, Peace, Equality, Community, Integrity and Environment. QSA supports community-initiated projects designed to reduce poverty and to raise the standard of living, with a strong emphasis on capacity building of project partners and communities, environmental restitution, empowerment of women and protection of children.

2.4 Role of a Clerk

The role of a Clerk is to handle correspondence, and prepare for, chair and facilitate Meetings for Worship for Business. A Clerk combines the duties of a supportive chairperson and a secretary, and drafts minutes immediately after discussion of any point, discerning the sense of the Meeting until there is unity. The Clerk supervises the carrying out of actions arising from the recorded decisions. In addition, the Clerk represents the meeting in contacts with other people or bodies.

3 Object of the Company

The Object of the Company is to:

- (a) provide benevolent relief to people in need, including by:
 - (i) expressing in a practical way the concern of Australian Quakers to build a more peaceful, equitable, just and compassionate world including by conducting and financing development projects;

- (ii) working with communities in need to improve their quality of life with projects which are:
 - (A) culturally sensitive; and
 - (B) economically and environmentally appropriate and sustainable.
- (b) act as trustee and to perform and discharge the duties and functions incidental thereto where this is incidental or conducive to the attainment of the Object; and
- (c) do such other things as are incidental or conducive to the attainment of the Object, including establishing and operating a public fund.

4 Powers

The Company has the legal capacity and powers of an individual and also has all the powers of a body corporate under the Corporations Act.

5 Application of income for Object only

5.1 Application of income and property

The income and the property of the Company, however derived:

- (a) must be applied solely towards the promotion of the Object; and
- (b) may not be paid or transferred to the Members, in whole or in part, either directly or indirectly by way of dividend, bonus or otherwise.

5.2 Payment in good faith

Clause 5.1 does not prevent payment in good faith to a Member, or to a firm of which a Member is a partner:

- (a) of reasonable remuneration for services to the Company;
- (b) for goods supplied in the ordinary course of business;
- (c) of fair and reasonable interest on money borrowed from a Member at a rate not exceeding that fixed for the purposes of this clause 5.2(c) by the Company in a General Meeting;
- (d) of reasonable rent for premises let by a Member; or
- (e) for reimbursement of out-of-pocket expenses incurred on behalf of the Company.

6 Winding up

6.1 Guarantee by Members

- (a) Each Member undertakes to contribute to the Company's property if the Company is wound up while they are a Member, or within one (1) year after they cease to be a Member.
- (b) This contribution is for:
 - (i) payment of the Company's debts and liabilities contracted before they ceased to be a Member;
 - (ii) the costs of winding up; and
 - (iii) adjustment of the rights of the contributories among themselves.

- (c) The amount is not to exceed \$1.

6.2 Application of property

- (a) Subject to clause 6.3, if any property remains on the winding up or dissolution of the Company and after satisfaction of all its debts and liabilities, that property may not be paid to or distributed among the Members but must be given or transferred to one or more funds or institutions:
 - (i) having charitable purposes similar to, or inclusive of, the Object; and
 - (ii) whose governing documents prohibit the distribution of its income and property among its members to an extent at least as great as imposed on the Company under this Constitution.
- (b) The funds or institutions will be determined by the Members at or before the time of dissolution.

6.3 Transfer of surplus assets – deductible gift recipients

- (a) Where the Company has been endorsed as a deductible gift recipient, either under Subdivision 30-BA of the Income Tax Assessment Act as an entity or in relation to a fund or an institution it operates, then where:
 - (i) the Company is wound up;
 - (ii) the fund or institution is wound up; or
 - (iii) the endorsement under Subdivision 30-BA of the Income Tax Assessment Act is revoked;any surplus assets of the Company, fund or institution (whichever is relevant) remaining after payment of all liabilities must be transferred to one or more funds or institutions that comply with clause 6.2 and are deductible gift recipients.
- (b) Where the Company operates more than one fund or institution for which it is a deductible gift recipient and its endorsement under Subdivision 30-BA of the Income Tax Assessment Act is revoked only in relation to one of those funds, or institutions then it may transfer any surplus assets of that fund or institution after payment of all liabilities to any other fund or institution for which it is endorsed as a deductible gift recipient.

7 Membership

7.1 Number of Members

- (a) The minimum number of Members of the Company will be three (3).
- (b) The Members of the Company are:
 - (i) the persons who are named in the application for registration of the Company, with their consent;
 - (ii) any other person that the Board allow to be a member, in accordance with this constitution.

7.2 Admission as a Member

- (a) The application for membership must be made:

- (i) in writing, signed and dated by the applicant; and
 - (ii) in such form as the Directors from time to time prescribe.
- (b) The Board must consider an application for membership within a reasonable time after the Secretary receives the application.
- (c) If the Board approves an application, the Secretary must as soon as possible:
- (i) enter the new member on the Register; and
 - (ii) write to the applicant to tell them that their application was approved, and the date that their membership started.
- (d) If the Board rejects an application (which they may do in their absolute discretion), the Secretary must write to the applicant as soon as possible to tell them that their application has been rejected, but does not have to give reasons.
- (e) For the avoidance of doubt, the Board may approve an application even if the application does not state the matters listed in clause 7.3(b). In that case, by applying to be a member, the applicant agrees to those matters.
- (f) Other than the individuals whose names were included in the application for registration of the Company, with their consent, an applicant will become a member when they are entered on the Register of members.
- (g) The Company must, upon receipt of written notification from Regional Meeting, Young Friends or Australia Yearly Meeting of the appointment of a person to be a member of the Company, and confirmation of acceptance by such person of membership in the Company (including the terms of this Constitution), amend its Register accordingly, effective as of the day that the person's name was entered in the Register.

7.3 Membership Criteria

- (a) In this clause, 'person' means an individual.
- (b) A person (as defined in clause 7.3(a)) may apply to become a member of the Company by writing to the Secretary:
- (i) providing evidence that they have been nominated by the Australia Yearly Meeting;
 - (ii) stating that they wish to become a member;
 - (iii) stating that they support the Objects of the Company; and
 - (iv) stating that they agree to comply with the Company's constitution, including paying the guarantee as set out under this constitution, if required.

7.4 Membership terms

The membership will cease on the date that is three (3) years from the date of the Member's acceptance as a member unless terminated earlier in accordance with this constitution. At the end of the three (3) year period, the members may, if eligible, reapply for membership.

7.5 Register

- (a) The Company must establish and maintain a Register. The Register must be kept by the Secretary and must contain:
 - (i) for each current Member:
 - (A) name;
 - (B) address;
 - (C) any alternative address nominated by the Member for the service of notice; and
 - (D) date the Member was entered on to the Register.
 - (ii) for each person who stopped being a Member in the last seven (7) years:
 - (A) name;
 - (B) address;
 - (C) any alternative address nominated by the Member for the service of notices; and
 - (D) date the membership started and ended.
- (b) The Company must give Members reasonable access to the Register.
- (c) Information that is accessed from the Register must only be used in a manner relevant to the interests or rights of Members.

8 Ceasing to be a Member

8.1 Cessation of membership

A person immediately stops being a member if they:

- (a) resign by written notice to the Secretary;
- (b) have not responded within three months to a written request from the Secretary that they confirm in writing that they want to remain a member;
- (c) are an individual, die;
- (d) are an individual, become of unsound mind or is liable to be dealt with in any way under a law related to mental health
- (e) become bankrupt or insolvent or make an arrangement or composition with creditors of a person's joint or separate estate generally;
- (f) the subject of the passing of a resolution by the Board or Members in General Meeting pursuant to clause 8.2; or
- (g) are a Director, and cease to be a Director of the company.

8.2 Termination of membership

- (a) Subject to this Constitution, the Board or Members in General Meeting may at any time terminate the membership of a Member if the Member:
 - (i) refuses or neglects to comply with this Constitution or any applicable Policies made by the Board; or

- (ii) engages in conduct which in the opinion of the Board is unbecoming of the Member or prejudicial to the interests of the Company.
- (b) For a decision of the Board or the Members in General Meeting under clause 8.2(a) to be effective the dispute resolution procedure contained in clause 27 must be followed. The general nature of the allegations made against the Member must be notified to the Member and for the purposes of clause 27.1 this notification will be the notice of the Dispute.

8.3 Limited liability

The Members have no liability as Members except as set out in clause 6.1.

9 General Meetings

9.1 Annual General Meetings

- (a) The Company must hold an Annual General Meeting:
 - (i) within eighteen (18) months after registration of the Company; and
 - (ii) after the first Annual General Meeting, at least once in every calendar year and within five (5) months after the end of its financial year.
- (b) Even if these items are not set out in the notice of meeting, the business of an Annual General Meeting may include:
 - (i) a review of the Company's activities;
 - (ii) a review of the Company's finances;
 - (iii) any auditor's report; and
 - (iv) the appointment and payment of auditors, if any.
- (c) The Chair of the Annual General Meeting must give Members as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the Company.

9.2 Convening a General Meeting

- (a) The Board may call a General Meeting.
- (b) If at least three (3) Members entitled to participate in the General Meeting make a written request to the Company for a General Meeting to be held, the Board must:
 - (i) within twenty-one (21) days of the Members' request, give all Members notice of a General Meeting; and
 - (ii) hold the General Meeting within two (2) months of the Members' request.
- (c) The Members who make the request for a General Meeting must:
 - (i) state in the request any resolution to be proposed at the Meeting;
 - (ii) sign the request; and
 - (iii) give the request to the Company.
- (d) Separate copies of a document setting out the request may be signed by Members if the wording of the request is the same in each copy.

- (e) If the Board does not call the meeting within twenty-one (21) days of being requested under clause 9.2(b), two or more of the Members who made the request may call and arrange to hold a General Meeting.
- (f) To call and hold a meeting under clause 9.2(e) the Members must:
 - (i) as far as possible, follow the procedures for General Meetings set out in this Constitution;
 - (ii) call the meeting using the list of Members on the Register which the Company must provide to the Members making the request at no cost; and
 - (iii) hold the General Meeting within three (3) months after the request was given to the Company.
- (g) The Company must pay the Members who request the General Meeting any reasonable expenses they incur because the Board did not call and hold the meeting.

9.3 Notice of a General Meeting

- (a) Notice of a General Meeting must be given to:
 - (i) each Member entitled to participate in the meeting;
 - (ii) each Director; and
 - (iii) the auditor (if any), and
 served in accordance with clause 31.
- (b) Notice of a General Meeting must be provided in writing at least twenty-one (21) days before the meeting.
- (c) Subject to clause 9.3(b), a notice of a General Meeting may be provided less than twenty-one (21) days before the meeting if all the Members entitled to participate in the General Meeting agree beforehand.
- (d) Notice of a meeting cannot be provided less than twenty-one (21) days before the meeting if a resolution will be moved to:
 - (i) remove a Director;
 - (ii) appoint a Director in order to replace a Director who was removed; or
 - (iii) remove an auditor.
- (e) Notice of a General Meeting must include:
 - (i) the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
 - (ii) the general nature of the meeting's business; and
 - (iii) if applicable, that a Special Resolution is to be proposed and the words of the proposed resolution.

9.4 Cancellation or postponement of General Meeting

- (a) Where a General Meeting is convened by the Board they may by notice, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them or change the place of the meeting.

- (b) This clause 9.4 does not apply to a meeting convened by Members, by the Board on the request of Members under clause 9.2(b) or to a meeting convened by a Court.

9.5 Non-receipt of notice

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

10 Proceedings at General Meetings

10.1 Number of a quorum

A majority of the membership present in person is a quorum at a General Meeting.

10.2 Requirement for a quorum

- (a) An item of business may not be transacted at a General Meeting unless a quorum is present when the meeting proceeds to consider it.
- (b) If a quorum is present at the time the first item of business is transacted, it is taken to be present when the meeting proceeds to consider each subsequent item of business unless the Chair of the meeting (on the Chair's own request or at the request of a Member who is present) declares otherwise.

10.3 If quorum not present

If within one (1) hour after the time appointed for a meeting a quorum is not present, the meeting:

- (a) if convened by a Director or at the request of Members, is dissolved; and
- (b) in any other case, stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Board appoint by notice to the Members and others entitled to notice of the meeting.

10.4 Appointment of Chair of General Meeting

The Members must appoint one of their number to preside as Chair at a General Meeting from time to time.

10.5 Absence of Chair at General Meeting

If a General Meeting is held and:

- (a) a Chair has not been appointed by the Members; or
- (b) the appointed Chair is not present within one (1) hour after the time appointed for the holding of the meeting or is unable or unwilling to act;

then a Member appointed by the Members present in person may preside as Chair of the meeting

10.6 Conduct of General Meetings

- (a) The Chair of a General Meeting has charge of the general conduct of the meeting, ensuring it is held in the manner of Friends as defined in the Handbook and of the

procedures to be adopted at the meeting, and may make any decision they consider necessary or desirable to the orderly conduct of the General Meeting, and a decision by the Chair under this clause is final.

- (b) A resolution is taken to be carried if it is adopted In Unity by the Members present at a General Meeting.

10.7 Objection to attendance

- (a) An objection to the right of a person to attend at the meeting or adjourned meeting:
 - (i) may not be raised except at that meeting or adjourned meeting; and
 - (ii) must be referred to the Chair of that meeting, whose decision is final.
- (b) Attendance not disallowed under the objection is valid for all purposes.

11 Board

11.1 Appointment of the Board

- (a) The Company must have at least (3) three and no more than (9) nine Directors.
- (b) The initial Directors are the people who agreed to act as directors and who are named as proposed directors in the application for registration of the Company.
- (c) The members may appoint the Directors by a resolution passed in a General Meeting.
- (d) The Members may, in a minute agreed by the Members at a meeting of the Members at any time, remove a Director from office.
- (e) Subject to clause 11.1(f), if the office of a Director becomes vacant for any reason, the Board may (and if the vacancy has reduced the number of directors to three (3) or less, must) designate an suitable person to fill the vacancy on an interim basis until the Members appoint a permanent replacement director. For the avoidance of doubt, the Board may make such interim designation In Unity notwithstanding that they are inquorate by reason of clause 20.
- (f) A Director holds office until that office is vacated in accordance with clause 14.
- (g) The Directors may at any time appoint any person to be a Director to fill a casual vacancy, provided the total number of Directors does not exceed the maximum number determined in accordance with clause 11.1(a).

11.2 Qualification of Directors

- (a) To be eligible for the office of Director a person must:
 - (i) be nominated by the Australia Yearly Meeting to be a Director of the Company;
 - (ii) be a Member at the date of appointment;
 - (iii) consent in writing to act as a Director; and
 - (iv) are not ineligible to be a Director under the Corporations Act or the ACNC Act..

- (b) In the event that it is required under a law, regulation or guideline applicable to the Company², the Company must ensure that a majority of the Directors are persons who have the requisite level or degree of responsibility to the general public.

11.3 Terms and retirement of Directors

- (a) Directors are appointed for terms of three (3) years.
- (b) Subject to clause 11.3(c), at each Annual General Meeting, any Director who has held office for three (3) years or more since last being appointed, must retire from office but subject to not holding office until the next Annual General Meeting is eligible for reappointment. A retiring Director holds office until the conclusion of the meeting at which that Director retires.
- (c) The Australia Yearly Meeting may nominate a person again as a Director without the one year break described in clause 11.3(b) if the continuation of the Director is in the reasonable opinion of the Australia Yearly Meeting considered necessary for continuity, and provided that at any one time there are no more than two (2) directors who have been reappointed for consecutive four year periods.
- (d) A Director appointed as a casual vacancy under clause 11.1(g) holds office until the conclusion of the next Annual General Meeting of the Company, but is eligible for appointment at that meeting.

12 Remuneration of Directors

The Board must not be paid any remuneration for their services as directors.

13 Expenses of Directors

- (a) A Director is entitled to be reimbursed out of the funds of the Company for such reasonable travelling, accommodation and other expenses as the Director may incur when travelling to or from meetings of the Board or a committee of directors or when otherwise engaged on the business of the Company.
- (b) Any payment to a Director must be approved by the Board.

14 Vacation of office of Director

In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director becomes vacant if the Director:

- (a) ceases to be eligible under clause 11.2;
- (b) resigns from the office by notice in writing to the Company;
- (c) is not present at three successive meetings of the Board without leave of absence from the Board;
- (d) is removed by a minute from a meeting of the Members under clause 11.1(c);
- (e) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (f) becomes insolvent or bankrupt, compounds with their creditors, or assigns their estate for the benefit of their creditors;

² Such as where the Company or its public fund is endorsed as a deductible gift recipient and this is a condition for such endorsement.

- (g) becomes prohibited, disqualified or removed from being a Director by reason of any order of any court of competent jurisdiction or regulator; or
- (h) dies.

15 Powers and duties of Directors

15.1 Directors to manage the Company

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

15.2 Specific powers of Directors

Without limiting the generality of clause 15.1, and subject to any trusts relating to the assets of the Company, the Board may exercise all the powers of the Company to:

- (a) borrow or raise money;
- (b) charge any property or business of the Company; and
- (c) give any security for a debt, liability or obligation of the Company or of any other person.

15.3 Delegation

- (a) The Board may resolve to delegate any of their powers to:
 - (i) a committee in accordance with clause 21;
 - (ii) a Director;
 - (iii) an executive employee of the Company; or
 - (iv) any other person.
- (b) The power may be delegated for such time as determined by the Board and the Board may at any time revoke or vary the delegation.
- (c) The delegate must exercise the powers delegated in accordance with any directions of the Board, and the exercise of the power by the delegate is as effective as if the Board had exercised it.
- (d) The Board may continue to exercise any power they have delegated.

16 Policies

Subject to this Constitution, the Board may from time to time by resolution make and rescind or alter Policies which are binding on Members for the management and conduct of the business of the Company.

17 Conflicts of interest

17.1 Disclosure of conflict of interest

A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Board (or that is proposed in electronic decision making under clause 22):

- (a) to the Board; or

- (b) if all of the Directors have the same conflict of interest, to the Members at the next General Meeting, or at an earlier time if reasonable to do so.

17.2 Disclosure recorded in minutes

The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.

17.3 Material personal interest

Each Director who has a material personal interest in a matter that is being considered at a meeting of the Board (or that is proposed in electronic decision making under clause 22) must not, except as provided under clause 17.4:

- (a) be present at the meeting while the matter is being discussed; or
- (b) participate in the decision making at the meeting.

17.4 Attendance and participation

A Director with a material personal interest in a matter may still be present and participate in the decision making at the meeting if:

- (a) their interest arises because they are a Member of the Company and the other Members have the same interest;
- (b) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Company (see clause 32.2);
- (c) their interest relates to a payment by the Company under clause 32.1, or any contract relating to an indemnity that is allowed under the Corporations Act;
- (d) ASIC makes an order allowing the Director to participate in decision making on the matter; or
- (e) the Directors who do not have material personal interest in the matter pass a resolution that:
 - (i) identifies the Director, the nature and extent of the Director's interest in the matter and how it related to the affairs of the Company; and
 - (ii) says that those Directors are satisfied that the interest should not stop the Director from being present and participating in the meeting.

18 Proceedings of Directors

18.1 Directors' meetings

- (a) The Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit, with a minimum of two (2) meetings per year.
- (b) A Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Directors.

18.2 Questions decided

A question arising at a meeting of Directors is to be decided In Unity by the Directors present and entitled to take part in the decision making, and that decision is for all purposes a decision of the Directors.

19 Chair of Directors

The Directors may elect from their number a Chair and a Deputy Chair of their meetings and may also determine the period for which the persons elected as Chair and Deputy Chair are to hold office.

19.1 Absence of Chair at Board meeting

If a Board meeting is held and:

- (a) a Chair has not been appointed under clause 10.4; or
- (b) the Chair is not present within one (1) hour after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the Directors present must appoint one of their number to be a Chair of the meeting.

20 Quorum for Directors' meeting

- (a) At a meeting of Directors, the number of Directors whose presence in person is necessary to constitute a quorum is a majority of Directors holding office.
- (b) If one hour after the time appointed for a meeting a quorum is not present, the meeting is dissolved.

21 Committees

21.1 Delegation to committees

- (a) The Directors may delegate any of their powers, to a committee consisting of such one or more of their number as they think fit.
- (b) A committee to which any powers have been delegated under clause 21.1(a) must exercise those powers in accordance with any directions of the Directors. A power so exercised is taken to have been exercised by the Directors.

21.2 Meetings of committees

A committee may meet and adjourn as it thinks proper.

21.3 Chair of a committee

The members of a committee may appoint one of their number as chair of their meetings. If a meeting of a committee is held and:

- (a) a chair has not been appointed; or
- (b) the chair is not present within ten minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the committee members involved may appoint one of their number to be chair of the meeting.

21.4 Determination of questions

Questions arising at a meeting of a committee are to be determined by consensus of the members present.

22 Electronic decision making

- (a) Subject to clause 22(b), the Directors may pass a resolution without a Directors' meeting being held if all of the Directors entitled to participate in the decision

making reply by email, stating that they are in agreement with the resolution set out in the email, or stating that they stand aside as defined in the Handbook.

- (b) The wording of the resolution and statement must be identical in each email of Directors.
- (c) The resolution is passed when the last Director replies by email.

23 Validity of acts of Directors

All acts done at a meeting of the Directors or of a committee of Directors, or by a person acting as a Director, are taken as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified to participate in the meeting, even if it is afterwards discovered that:

- (a) there was a defect in the appointment or continuance in office of a person as a Director or of the person so acting; or
- (b) a person acting as a Director was disqualified or was not entitled to participate.

24 Chair

24.1 Appointment of Chair

If the Directors have elected one of their number as Chair of their meetings, that person is entitled to preside as Chair at a General Meeting.

24.2 Suspension and removal of Chair

- (a) The Directors may suspend or remove a Chair from that office.
- (b) If the office of Chair becomes vacant before the next General Meeting, the Board may appoint a new Chair who holds office until the conclusion of the next General Meeting.

24.3 Powers, duties and authorities of Chair

A Chair holds office on the terms and conditions and with the powers, duties and authorities, as determined by the Directors. The exercise of those powers and authorities, equivalent to that of a Clerk as defined in clause 2.4, and the performance of those duties by a Chair are subject at all times to the control of the Directors.

25 Secretary

25.1 Appointment of Secretary

There must be at least one Secretary who is to be appointed by the Directors.

25.2 Suspension and removal of Secretary

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

25.3 Powers, duties and authorities of Secretary

A Secretary holds office for a term to be set by the Members in General Meeting and on the terms and conditions and with the powers, duties and authorities, as determined by the Directors. The exercise of those powers and authorities and the performance of those duties by a Secretary are subject at all times to the control of the Directors.

26 Intentionally deleted

27 Dispute resolution

27.1 Handling a dispute between Members and complaints handling

- (a) In the event of a dispute arising between Members, (in their capacity as Members) or between a Member(s) and the Company, the parties to the dispute will follow the Company's Policy on 'Grievance Handling, Complaints and Dispute Resolution'.
- (b) The Board must appoint a person to be responsible for the investigation and resolution of all complaints made to the Company by members of the public and staff. The person so appointed must follow the procedures contained in the Company's 'Policy and Procedures on Grievance Handling, Complaints and Dispute Resolution' and report back to the Board with details of the complaints received and the way that they have been dealt with.

28 Execution of documents

Documents executed for and on behalf of the Company must be executed by:

- (a) two Directors;
- (b) a Director and the Secretary; or
- (c) such other persons as the Directors by resolution appoint from time to time.

29 Accounts

- (a) The Directors must cause proper financial records to be kept and, if required by a law, regulation or guideline applicable to the Company or otherwise considered by the Directors to be appropriate, cause the accounts of the Company to be audited or reviewed accordingly.
- (b) The Directors must distribute to the Members copies of the annual financial reports of the Company accompanied by a copy of the report of the auditor or reviewer (as required) and report of Directors in accordance with the requirements of a relevant law, regulation or guideline.

30 Minutes and records

30.1 Keeping of records

- (a) The Company must, within one month, make and keep records of minutes of proceedings and resolutions of General Meetings.
- (b) The Company must, within one month, make and keep the following records:
 - (i) minutes of proceedings and resolutions of Board meetings (including meetings of any committees), and
 - (ii) minutes of electronic decision making under clause 22 of this Constitution.

30.2 Inspection of records by Members

- (a) The Company must give a Member access to the records set out in clause 30.1(a).
- (b) The Board may authorise a Member to inspect other records of the Company, including records referred to in clause 30.1(b), if the request is reasonable and does not breach any legal obligation of the Company.

- (c) In allowing access to Company records, the Board may specify reasonable terms of access and inspection.
- (d) Except as provided by law, this constitution or as authorised by a director's resolution, a person who is not a director does not have the right to inspect any of the board papers, books, records or other similar documents of the Company.

31 Service of documents

31.1 Document includes notice

In this clause 31, a reference to a document includes a notice.

31.2 Methods of service

- (a) The Company may give a document to a Member:
 - (i) personally;
 - (ii) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
 - (iii) by sending it to an electronic address nominated by the Member.
- (b) A document sent by post:
 - (i) if sent to an address in Australia, may be sent by ordinary post and is taken to have been received four (4) business days after the date of its posting; and
 - (ii) if sent to an address outside Australia, must be sent by airmail and is taken to have been received on the tenth (10th) business day after the date of its posting.
- (c) If a document is sent by electronic transmission, delivery of the document is taken:
 - (i) to be effected by properly addressing and transmitting the electronic transmission; and
 - (ii) to have been delivered on the day following its transmission.

31.3 Evidence of service

A certificate in writing signed by a Director or a Secretary stating that a document was sent to a Member by post or electronic transmission on a particular date is prima facie evidence that the document was so sent on that date.

32 Indemnity and insurance

32.1 Indemnity

The Company may indemnify any current or former Director, Secretary or executive officer of the Company or of a Related Body Corporate of the Company out of the property of the Company against:

- (a) every liability incurred by the person in that capacity; and
- (b) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity,

except to the extent that:

- (c) the Company is forbidden by legislation to indemnify the person against the liability or legal costs; or
- (d) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by legislation.

32.2 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary or executive officer of the Company or of a Related Body Corporate of the Company against liability arising out of conduct by the person in that capacity (**Relevant Conduct**), including a liability for legal costs, unless:

- (a) the Company is forbidden by legislation to pay or agree to pay the premium in respect of the Relevant Conduct (whether or not the legislation applies in the particular case); or
- (b) the contract would, if the Company paid the premium, be made void by legislation.

32.3 Access and inspection of documents and records

- (a) A Director of the Company has a right of access to the financial records of the Company at all reasonable times.
- (b) The Company may enter into contracts, and (if applicable) may procure its subsidiaries to enter into contracts, on terms the directors think appropriate.
- (c) For a specified period (determined by the Board), current or former directors shall be granted access to board papers, books, records and documents of the Company that relate to the period during which that relevant person is, or was, a director or former director.
- (d) Except as provided by law, this constitution, or as authorised by a director's resolution, a person who is not a director does not have the right to inspect any of the board papers, books, records or documents of the Company,

33 Amendment to Constitution

- (a) Subject to clause 33(c), this Constitution may only be amended by Special Resolution (as defined in clause 1.1) of the Members.
- (b) The Members must not pass a Special Resolution that amends this Constitution if passing it causes the Company to no longer be a charity.
- (c) Any modification of this Constitution takes effect on the date the Special Resolution is passed or any later date specified, or provided for, in the resolution.