



**Russell Kennedy**  
Lawyers

23 September 2016

## **UNITING (VICTORIA AND TASMANIA) LIMITED**

ACN 098 317 125  
ABN 81 098 317 125

## **CONSTITUTION**

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A public company limited by guarantee under the  
*Corporations Act 2001* (Cth)

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# UNITING (VICTORIA AND TASMANIA) LIMITED

ACN 098 317 125  
ABN 81 098 317 125

## CONSTITUTION

### PREAMBLE

From 2016, the agencies of the UnitingCare network listed in Schedule 1 and Wesley Mission Victoria will join together to form a single community services organisation. The Church's long standing community services ministry is an expression of God's mission in the world, seeking both a just world and compassionate response to human need.

The agencies of the UnitingCare network had diverse histories but a common thread of local initiatives of individuals, congregations and missions moved to offer care to their communities. In many cases links between congregation and agency still exist.

Wesley Mission Victoria also had a long history in Melbourne embedded within the life of the Wesley Church congregation. In 2001 the community services life of the Wesley Central Parish Mission was constituted as a company limited by guarantee. This corporate entity was used as the legal framework for the now Uniting (Victoria and Tasmania) Limited.

In 2014 Wesley Mission Victoria and the Wesley Melbourne Congregation entered into a covenant to deepen their relationship and joint engagement.

### 1 PURPOSES OF THE COMPANY

#### 1.1 Principal Purpose

The Principal Purpose of the Company is to advance social welfare and public welfare so as to express God's love and desire for justice for all people and in accordance with the Basis of Union of the Church and the ethos of the Church by providing, without limitation, direct relief of disability, need, suffering, sickness, helplessness, poverty, misfortune or destitution.

The Company acts as an extension of the Church to implement the strategic directions of the Synod in the fields of social welfare, public welfare and community services.

#### 1.2 Supporting Purposes

In support of the Principal Purpose, the Supporting Purposes of the Company include (without limitation) to:

- 1.2.1 provide residential, non-residential care and support services for persons who are in need and to give public benevolent service;
- 1.2.2 provide support and counselling to people in crisis including homelessness services, youth and children services, accommodation, disability services and emergency relief and to deliver such services in ways which promote human dignity;
- 1.2.3 research community needs and advocate attitudes and actions which aim to lessen disadvantage, poverty and exclusion in the community; and

- 1.2.4 do all lawful things consistent with, necessary or desirable to support and further the Principal Purpose.

### 1.3 **Company powers as a body corporate**

- 1.3.1 Solely to carry out the Purposes, the Company may, in any manner permitted by the Act:

- (a) exercise any power;
- (b) take any action; and
- (c) engage in any conduct or procedure,

which under the Act a public company limited by guarantee may exercise, take or engage in if authorised by its constitution.

- 1.3.2 Without limiting clause 1.3.1, the Company may pursue the Purposes by:

- (a) raising money to further the Purposes and secure sufficient funds to pursue the Purposes; and
- (b) receiving any funds and applying those funds in a manner that best attains the Purposes.

### 1.4 **Real Property**

- 1.4.1 Where the Company held a legal and beneficial interest in real property at the date of adoption of this Constitution, the Company will hold such interests on charitable trust for the Purposes.

- 1.4.2 Where the Company acquires a legal and beneficial interest in real property after the date of adoption of this Constitution, the Company will hold such interests on charitable trust for the Purposes.

## 2 **BENEVOLENT, CHARITABLE AND NOT-FOR-PROFIT NATURE OF THE COMPANY**

### 2.1 **Income applied for the Purposes**

- 2.1.1 The income and property of the Company:

- (a) must be applied solely towards the Purposes; and
- (b) must not be paid or given to a Member, directly or indirectly, by way of dividend, bonus or otherwise.

- 2.1.2 Clause 2.1.1 does not prevent the Company from paying a Member or Officer a reasonable and proper amount with the Board's prior approval in good faith for:

- (a) goods or services supplied to the Company;
- (b) interest on money lent to the Company; or
- (c) rent for premises let to the Company.

## 2.2 Benevolent and Charitable purposes only

Despite anything to the contrary in this Constitution, the Company is established:

- 2.2.1 solely to be a not-for-profit, charitable and benevolent institution; and
- 2.2.2 to pursue not-for-profit, charitable and benevolent Purposes.

## 2.3 Winding up

2.3.1 The Company can only be wound up or dissolved voluntarily if:

- (a) pursuant to a special resolution of a general meeting; and
- (b) with the prior written approval of the Synod.

2.3.2 Subject to clause 2.4, the Company's surplus assets, after satisfying all liabilities on wind up or dissolution:

- (a) must not be paid or given to Members or former Members (unless the Member is an institution to which clause 2.3.2 applies); and
- (b) must be paid to one or more funds, authorities or institutions which:
  - (1) have been approved in writing by the Synod;
  - (2) have charitable and benevolent purposes similar to the Purposes;
  - (3) prohibit their income and property from being paid to members on at least the terms of this clause 2;
  - (4) are registered under the ACNC Act if the Company had been;
  - (5) are income tax exempt under the ITAA if the Company had been;
  - (6) can receive deductible gifts under the ITAA if the Company could and on the same basis; and
  - (7) are selected at or before wind up or dissolution by:
    - (A) special resolution of the Members;
    - (B) failing clause 2.3.2(b)(vii)(A) by application to the Victorian Supreme Court.

## 2.4 Gift Fund

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

- 2.4.1 the gift fund is for pursuing the Purposes;
- 2.4.2 the gift fund must receive all gifts of money or property received by the Company for the Purposes;

- 2.4.3 any money received because of gifts referred to in clause 2.4.2 must be credited to the gift fund's account;
- 2.4.4 the gift fund must not receive any other money or property; and
- 2.4.5 if the Company is wound up, dissolved or has its deductible gift recipient endorsement revoked (whichever occurs first), the gift fund's surplus assets must be paid or transferred to one or more funds, authorities or institutions determined according to clause 2.3.2 which is endorsed as a deductible gift recipient on the same basis as the gift fund.

### 3 THE CHURCH

#### 3.1 Community Service

The Company is a community service Institution of the Church.

#### 3.2 Standards and directives

Subject to law and subject to complying with the conditions attaching to its taxation endorsements and registrations under the ACNC Act the Company is in a subsidiary relationship with Synod and shall adhere to any applicable Regulations, standards or policies of the Church and the Synod.

#### 3.3 Approvals

- 3.3.1 Despite any other provision of this Constitution, the following matters require the prior written consent of the Synod:
- (a) **change in services:** any substantial alteration in the services provided by the Company;
  - (b) **unusual transactions:** entering into any transaction exceeding \$500,000 which is not proposed on a commercial arm's length basis or is of an unusual or onerous nature or which is outside the ordinary course of operations of the Company;
  - (c) **merging:** merging or amalgamating the Company or any substantial part of its operations with any other company or organisation;
  - (d) **disposal of assets:** sale of any Company property (including land and buildings) exceeding such value as determined from time to time by the Synod;
  - (e) **borrowing:** borrowing in the aggregate in excess of such amount as determined from time to time by the Synod;
  - (f) **capital expenditure:** commitment to a capital expenditure project or a series of related capital expenditure projects with an estimated cost exceeding such amount as determined from time to time by the Synod;
  - (g) **payment to directors:** payments (if any) to Directors exceeding in the aggregate \$300,000 per annum; and
  - (h) **other matters:** any other matter prescribed by the Synod from time to time.

- 3.3.2 The Synod may in writing vary any of the monetary limits specified in clause 3.3.1 from time to time.

## 4 MEMBERSHIP

### 4.1 Limited liability of Members / guarantee

4.1.1 A Member's liability is limited to the guaranteed amount in clause 4.1.2.

4.1.2 If the Company is wound up or dissolved, each Member and former Member in the previous year must contribute up to two dollars (\$2) towards:

- (a) the Company's liabilities contracted before the person ceased to be a Member; and
- (b) costs, charges and expenses to wind up and adjust the rights of the contributories among themselves.

### 4.2 Classes of Members and eligibility

4.2.1 All Members must be admitted in accordance with clause 5.1.

4.2.2 The Members of the Company comprise:

- (a) ordinary Members; and
- (b) such other voting or non-voting classes whose rights, benefits, privileges, entitlements, obligations, liabilities, eligibility and status will be determined by the Members at a general meeting.

### 4.3 Limit on number of Members

The number of Members is unlimited unless the Members set a limit in general meeting.

### 4.4 Members

All Members hold their rights and privileges for and on behalf of the Church. The ordinary Members of the Company on and from the time that this Constitution is adopted shall be:

4.4.1 the Uniting Church in Australia Property Trust (Victoria) ABN 39 703 442 583; and

4.4.2 the Uniting Church in Australia Property Trust (Tas.) ABN 88 774 033 774,

("UCA Property Trusts").

### 4.5 Member rights and obligations

4.5.1 Ordinary Members and other voting Members have the right to receive notice of, attend, speak at and vote at general meetings.

4.5.2 Non-voting Members have the right to receive notice of and attend the annual general meeting, but may not speak or vote at that meeting.



#### 4.6 **Rights not transferrable**

A person's membership rights and privileges:

- 4.6.1 apply only whilst the person is a Member; and
- 4.6.2 are personal and may not be transferred or transmitted.

#### 4.7 **Representatives**

The UCA Property Trusts (so long as they are Members) and a Member which is a body corporate may appoint a representative in accordance with Part 2G.2 Division 6 of the Act.

#### 4.8 **Register of Members, including closure of register**

4.8.1 The Company must maintain a register of Members in accordance with the Act and the ACNC Act which contains the following details for current and recent former Members:

- (a) name;
- (b) addresses for notices; and
- (c) membership start and end dates.

4.8.2 The Board may establish regulations which regulate closure of the register for up to 60 days per year.

4.8.3 Separate to the register, the Company may maintain a database of personal Member details which are not used for notices.

#### 4.9 **Change of Member details**

A Member must notify the Company if the Member's addresses for notices change within 28 days of the change.

### 5 **BECOMING AND CEASING TO BE A MEMBER**

#### 5.1 **Admission of Members**

5.1.1 The Synod may issue written directives to the Board requiring the Board to admit a person as a Member, subject to the person providing written consent to become a Member.

5.1.2 Where the Board receives:

- (a) a directive from the Synod pursuant to clause 5.1; and
- (b) written consent from the person to become a member of the Company,

the Board must admit the person as a Member and add the person to the register of Members.

#### 5.2 **Resignation of Members**

5.2.1 A Member may resign as Member by written notice to the Company.

5.2.2 The resignation takes effect when the Company receives the Member's notice or on a later date specified in the notice.

### 5.3 **Ceasing to be a Member**

5.3.1 The Synod may at any time terminate the membership of a Member by giving notice in writing of such termination to the Company.

5.3.2 A person automatically ceases to be a Member if the person:

- (a) ceases to be a Member by virtue of the termination of the Member's membership in accordance with clause 5.3.1;
- (b) dies;
- (c) becomes bankrupt or makes any arrangement or composition with the Member's creditors generally; or
- (d) 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.

## 6 **GENERAL MEETINGS**

### 6.1 **Convening meetings — annual / special**

6.1.1 General meetings other than annual general meetings are called special general meetings.

6.1.2 The Board must convene and hold at least one annual general meeting each calendar year and special general meetings of the Members if required by the Act or the ACNC Act.

6.1.3 The Board or 2 Directors may convene special general meetings of the Members.

### 6.2 **Ordinary and special business**

6.2.1 The ordinary business of an annual general meeting is to:

- (a) consider the Board's, financial and auditor's report;
- (b) declare the Director election results;
- (c) appoint an auditor if that office has or will become vacant at the meeting; and
- (d) consider any other matter required by the Act or the ACNC Act.

6.2.2 Special business means:

- (a) for an annual general meeting — business which is not ordinary business according to clause 6.2.1; and
- (b) for a special general meeting — all business specified in the notice of meeting.

6.2.3 The notice of meeting must specify the general nature of any special business, unless the Act or the ACNC Act requires otherwise.

### 6.3 **Notice of meeting**

6.3.1 At least 21 days' notice of any general meeting must be given specifying the place, date and time of the meeting, unless section 249H(2) of the Act or the ACNC Act requires or permits some other period of notice.

6.3.2 Notice of every general meeting must be given in writing in accordance with clause 11.6 to:

- (a) every Director;
- (b) every Member entitled to attend who has supplied an address for notices to the Company; and
- (c) the Company's auditor.

6.3.3 No other person is entitled to receive notices of general meetings.

6.3.4 A general meeting and any resolution passed at the meeting is not invalid merely because of:

- (a) the accidental omission to give notice of the meeting; or
- (b) the non-receipt of any such notice.

### 6.4 **Postponement**

6.4.1 The Board may postpone, relocate or cancel a general meeting which it convened by giving at least 5 days' notice to the Members.

6.4.2 Clause 6.4.1 does not apply to a meeting requisitioned by Members or convened by the Members, by individual Directors under clause 6.1.3 or by court order.

### 6.5 **Quorum and decision-making**

6.5.1 A general meeting may not transact business unless a quorum is present when the meeting proceeds to business.

6.5.2 The quorum for general meetings is 100% of the voting Members present in person.

6.5.3 If a quorum is not present within half an hour of the time scheduled to start the general meeting:

- (a) the meeting, if requisitioned by Members, is dissolved; and
- (b) in any other case, the meeting is adjourned to such other place, date and time as the Board determines and notifies to Members (if required to do so by clause 6.7).

6.5.4 If a quorum is not present within 30 minutes from the scheduled time to start the adjourned meeting, the meeting is dissolved.

6.5.5 Except where the law requires a resolution to be passed by a special majority, questions arising at a general meeting must be decided by a majority of votes cast by the Members present at the meeting (if there are only 2 Members, all questions arising at a general meeting must be decided by unanimous vote of both Members).

## 6.6 Meeting chair

6.6.1 The Chair may chair a general meeting.

6.6.2 If the Chair is not present and willing to act the Deputy Chair may chair.

6.6.3 If the Chair and Deputy Chair are not present and willing to act:

- (a) the Directors present may choose one of their number to chair the meeting;
- (b) if no Director is present, or if all the Directors present decline to chair, the Members (or as applicable their representatives) present must choose one of their number to chair.

6.6.4 In addition to powers conferred by law, the meeting chair may:

- (a) determine the meeting's conduct and procedures to ensure proper and orderly discussion or debate;
- (b) make rulings without putting a question to the vote, or terminate discussion or debate and require that matter to be put to a vote; and
- (c) refuse to allow debate or discussion on any matter which is not ordinary or special business.

6.6.5 All procedural decisions by the meeting chair are final.

## 6.7 Adjournment

6.7.1 The meeting chair:

- (a) may, with the consent of any general meeting at which a quorum is present; and
- (b) must, if so directed by the meeting,

adjourn the meeting to some other time or place.

6.7.2 The adjourned meeting may only transact unfinished business from the original meeting.

6.7.3 If a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as required for the original meeting. It is not otherwise necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## 6.8 Voting – show of hands / poll

6.8.1 A resolution put to the vote of the general meeting must be decided by a show of hands unless a poll is demanded pursuant to clause 6.8.3.

- 6.8.2 A declaration by the meeting chair that a resolution has on a show of hands been carried, carried unanimously, carried by a particular majority or lost, and an entry to that effect made in the minutes is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 6.8.3 A poll must be held on a resolution before the general meeting if demanded on or before the meeting chair declaring the result by at least 1 Member present in person and entitled to vote.
- 6.8.4 The demand for a poll may be withdrawn.
- 6.8.5 If a poll is demanded:
- (a) when electing a meeting chair under clause 6.6 or on a question of adjournment, it must be taken immediately;
  - (b) otherwise, it must be taken at the general meeting at which it is demanded (or at its adjournment), in such manner as the meeting chair directs.
- 6.8.6 Any dispute regarding voting must be referred to the meeting chair, whose decision is final.

## 6.9 **Use of technology**

General meetings may be held at more than one place, provided that the technology that is used enables each Member present at all places the meeting is held to clearly and simultaneously communicate with every other such Member.

## 6.10 **Circular resolution**

- 6.10.1 The Board may if it thinks fit submit any question or resolution to the vote of all Members entitled to a vote at a general meeting by circular resolution, unless the Act or the ACNC Act requires a special or ordinary resolution to be passed at a general meeting.
- 6.10.2 The Board may determine in the regulations:
- (a) the form of the circular resolution;
  - (b) the polling date;
  - (c) the method for responding to the circular resolution; and
  - (d) whether voting on the circular resolution is to be by secret ballot.

# 7 **BOARD**

## 7.1 **Structure of board / Number of directors**

The Board will comprise between 7 and 11 Directors, comprising the Chief Executive Officer that shall be appointed by the Board in accordance with clause 8.3 and up to 10 directors appointed by the Synod ("**Synod Appointed Directors**").

## 7.2 **Synod Appointed Directors**

- 7.2.1 The Board may make recommendations to the Synod for the appointment of Synod Appointed Directors.
- 7.2.2 In making recommendations for the appointment of Synod Appointed Directors, the Board shall have regard to the need to ensure an appropriate mix of skills, qualifications, backgrounds, experience and gender amongst all Directors.
- 7.2.3 In appointing Synod Appointed Directors, the Synod shall ensure that following the appointment(s) at least one-third of Synod Appointed Directors are Members of the Church.

## 7.3 **Eligibility to be a Director**

A person is eligible to become a Director if he or she:

- 7.3.1 is over the age of 18 years;
- 7.3.2 consents in writing to become a Director; and
- 7.3.3 is not prohibited or disqualified or otherwise prevented from being a director of a company under the Act or a responsible person of a registered charity under the ACNC Act.

## 7.4 **Limits on period of office as a Synod Appointed Director**

Unless the Synod approves otherwise in writing, if a Synod Appointed Director has served:

- 7.4.1 12 years or more then the Director may finish serving the Director's current term of office but is not eligible to serve as a Director; and
- 7.4.2 9 years or more continuously, then the Director may finish serving the Director's current term of office but does not become eligible to be elected or appointed (whether or not to a casual vacancy) until the person has not been a Director for a subsequent continuous period of 2 years.

## 7.5 **Term of office of Directors**

- 7.5.1 A Director holds office:
- (a) from immediately after the date the Synod notifies the Company of the Director's appointment; and
  - (b) for a term of three years from the date of the Director's appointment.
- 7.5.2 The Board or the Synod (as the case may be) may appoint a Director for a shorter term if the Board or the Synod so determines at the time of appointment.
- 7.5.3 Subject to clause 7.4, a retiring Director is eligible for re-appointment.
- 7.5.4 Despite clauses 7.5.1 and 7.5.2, the Chief Executive Officer will remain a Director while ever the Chief Executive Officer remains in office.

## 7.6 **Casual vacancies**

- 7.6.1 If a casual vacancy occurs for any Director office, the Synod may appoint another eligible person in the Director's place.
- 7.6.2 The Board may continue to act despite vacancies on the Board. However, if there are less than 7 Directors, the Board may only:
- (a) act in the case of emergencies; or
  - (b) convene a general meeting.

## 7.7 **Office bearers**

Subject to clause 7.11, the Board may elect and remove the following office bearers from the Directors:

- 7.7.1 Chair; and
- 7.7.2 Deputy Chair.

## 7.8 **Resignation of directors**

- 7.8.1 A Director may resign as Director by written notice to the Company.
- 7.8.2 The resignation takes effect when the Company receives the Director's notice or on a later date specified in the notice.

## 7.9 **Ceasing to be a Synod Appointed Director**

- 7.9.1 Subject to the Act, any Synod Appointed Director may be removed by:
- (a) the Members at a general meeting with the prior written consent of the Synod; or
  - (b) the Synod by issuing a written direction to the Board.
- 7.9.2 Where one or more Director is removed in accordance with clause 7.9.1, the reasons for removing the Director or Directors is not required to be provided.
- 7.9.3 A directorship automatically ceases if the Director:
- (a) dies or is physically incapable of fulfilling the Director's duties as a Director;
  - (b) becomes disqualified from being a director pursuant to the Act or ACNC Act;
  - (c) for more than 3 months is absent without permission of the Board from meetings of the Board held during that period;
  - (d) becomes a bankrupt or makes any arrangement or composition with personal creditors generally; or
  - (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.

## 7.10 Director remuneration and reimbursements

### 7.10.1 The Directors may be:

- (a) subject to the prior written approval of the Synod, paid reasonable remuneration for undertaking the ordinary duties of a Director;
- (b) reimbursed for reasonable travel and other expenses incurred by them when engaged in the Company's business, attending meetings or otherwise in carrying out the duties of a Director where payment does not exceed any amount previously approved by the Board; 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:
  - (1) the service and amount payable is on reasonable and proper terms; and
  - (2) the provision of that service has the Board's prior approval.

## 7.11 Transitional arrangements

### 7.11.1 Despite clauses 7.1, 7.5, 7.7.1 and 8.3, the Directors of the Company on and from the time that this Constitution is adopted shall be:

- (a) Robyn Batten will be deemed a Director and must retire no later than the annual general meeting to be held in 2017;
- (b) Mark Heintz will be deemed a Director and must retire no later than the annual general meeting to be held in 2017;
- (c) Linda McCrorey will be deemed a Director and must retire no later than the annual general meeting to be held in 2017;
- (d) Philip Morris will be deemed a Director and must retire no later than the annual general meeting to be held in 2018;
- (e) Suzanne Norman will be deemed a Director and must retire no later than the annual general meeting to be held in 2018;
- (f) Peter Prasser will be deemed a Director and must retire no later than the annual general meeting to be held in 2018;
- (g) Allan Thompson will be deemed a Director and must retire no later than the annual general meeting to be held in 2019;
- (h) Heather Watson will be deemed a Director and must retire no later than the annual general meeting to be held in 2019;
- (i) Bronwyn Pike will be deemed a Director and the Chair and must retire no later than the annual general meeting to be held in 2019; and
- (j) Paul Linossier will be deemed a Director and the Chief Executive Officer of the Company and must retire as a Director and the Chief Executive Officer in accordance with clause 7.5.4.



- 7.11.2 Persons retiring under the above provisions may offer themselves for re-appointment, if eligible to do so.

## **8 BOARD POWERS AND DIRECTORS' DUTIES**

### **8.1 Management vests in Board**

8.1.1 The Board is responsible for the governance, business and affairs of the Company. In addition to the specific powers conferred on the Board by this Constitution, the Board may exercise all the Company's powers which are not required by the Act, the ACNC Act or this Constitution to be exercised by the Members in general meeting.

8.1.2 The powers under clause 8.1.1 are subject to:

- (a) clause 3;
- (b) this Constitution;
- (c) the Act and the ACNC Act; and
- (d) such resolution, not being inconsistent with clauses 8.1.2(a); 8.1.2(b) and 8.1.2(c), those provisions as may be passed by the Members in general meeting.

8.1.3 A resolution under clause 8.1.2(d) does not invalidate any prior act of the Board which would have been valid before the resolution was passed or made.

### **8.2 Power to delegate**

8.2.1 Save for the powers prescribed in clauses 8.3; 8.4 and 8.5, the Board may delegate its powers and functions in writing to:

- (a) an officer or employee of the Company; or
- (b) a committee under clause 10.

8.2.2 The Board may amend or revoke the terms of its delegation at any time.

### **8.3 Power to appoint Chief Executive Officer**

8.3.1 The Board may appoint a Chief Executive Officer on such terms and conditions as the Board determines from time to time.

8.3.2 The Board may remove a Chief Executive Officer, subject to the terms of any agreement between the Company and the Chief Executive Officer.

8.3.3 The Chief Executive Officer will have the responsibilities determined by the Board.

8.3.4 The Board will report the appointment or resignation or removal of the Chief Executive Officer to the Members as soon as is practicable.

### **8.4 Power to appoint Secretary**

8.4.1 The Board must appoint at least one Secretary on such terms and conditions as the Board determines from time to time.

8.4.2 A Secretary may attend Board meetings and general meetings, if so directed by the Board from time to time.

8.4.3 The Secretary will have the responsibilities set out in the Act and the ACNC Act.

## 8.5 **Power to make regulations**

8.5.1 The Board may from time to time make, vary and rescind regulations in relation to the Company.

8.5.2 Members, Directors and the Company must comply with the regulations made by the Board as if they were part of the Constitution.

## 9 **BOARD MEETINGS**

Subject to this clause 9, the Board may meet to consider business, adjourn and otherwise regulate its meetings as it thinks fit.

### 9.1 **Number of meetings**

The Board must meet at least 6 times per year.

### 9.2 **Convening meetings**

The Secretary must arrange a Board meeting:

9.2.1 at the request of the Chair; or

9.2.2 on the requisition of 3 or more Directors.

### 9.3 **Notice of meeting**

9.3.1 At least 7 days' notice of any Board meeting must be given unless the Board decides otherwise or in emergencies.

9.3.2 The notice must specify the business to be transacted. The Board may only transact business of a routine nature unless notice of any other business has been given either in the notice convening the meeting or in some other notice given at least 3 days before the meeting.

9.3.3 The decision of the meeting chair as to whether business is routine is conclusive.

### 9.4 **Quorum and decision-making**

9.4.1 The quorum for a Board meeting is 5 Directors. A meeting at which a quorum is present may exercise all powers and discretions of the Board.

9.4.2 If a Board meeting is adjourned due to lack of quorum, the Chair must set a further date for the adjourned meeting.

9.4.3 Questions arising at a Board meeting must be decided by a majority of votes cast by the Directors present.

### 9.5 **Chair**

9.5.1 The Chair may chair a Board meeting.

- 9.5.2 If the Chair is absent the Deputy Chair may chair.
- 9.5.3 In the absence of the Chair and the Deputy Chair, the Directors present may appoint a meeting chair from among their number.

## 9.6 **Voting**

- 9.6.1 Each Director present and entitled to vote at a Board meeting has one vote. Proxy voting and alternate Directors are not permitted.
- 9.6.2 In the event of an equality of votes the meeting chair has a second or casting vote.

## 9.7 **Conduct of meetings**

Meetings of the Board will follow the principles laid down in the Church's Manual for Meetings as amended by the Church from time to time, to the extent those principles are not inconsistent with this Constitution, the Act or the ACNC Act.

## 9.8 **Use of technology**

The Board may hold a technology enabled meeting if:

- 9.8.1 all Directors (other than any Director on leave of absence) have access to the technology to be used for the meeting; and
- 9.8.2 those Directors participating by technological means can hear, or can hear and read the communications of all other participating Directors.

## 9.9 **Circulating resolutions**

- 9.9.1 A written resolution signed or approved by technological means (other than any Director on leave of absence) is taken to be a decision of the Board passed at a Board meeting convened and held.
- 9.9.2 The written resolution may consist of:
- (a) several documents in the same form, each signed by one or more Directors and, such a resolution takes effect when the last Director signs such a document; or
  - (b) permanent records indicating the identity of each Director, the text of the resolution and the Director's agreement or disagreement to the resolution, as the case may be, and such a resolution takes effect when the last Director indicates his or her approval.

## 9.10 **Conflicts and personal interests**

- 9.10.1 A Director who has a material personal interest in a matter that relates to the affairs of the Company must give the other Directors written notice of the interest unless the ACNC Act or section 191(2) of the Act require otherwise.
- 9.10.2 A Director who has a material personal interest in a matter that is being considered by the Board must not be present while the matter is being considered, or vote on the matter, unless permitted to do so under the ACNC Act or section 195 of the Act.

## 9.11 Minutes

- 9.11.1 The Board must ensure that minutes of all proceedings of general, Board, committee meetings (and meetings of any other Board entity) are recorded in a minute book within one month after the relevant meeting is held.
- 9.11.2 The minutes must be signed by the meeting chair at which the proceedings took place or by the meeting chair of the next succeeding meeting.
- 9.11.3 Minutes entered and signed are prima facie evidence of the proceedings to which they relate.

## 9.12 Validity of acts / procedural defects

- 9.12.1 An act or decision of the Board will not be invalid by reason only of a defect or irregularity in connection with the election or appointment of a Director.
- 9.12.2 For entered and signed minutes, unless the contrary is proved:
- (a) the meeting is deemed to have been convened and held;
  - (b) all proceedings that are recorded in the minutes as having taken place are deemed to have taken place; and
  - (c) all appointments that are recorded in the minutes as having been made are deemed to have been validly made.

# 10 COMMITTEES

## 10.1 Board's power to establish committees

The Board may by regulations for this purpose establish committees as follows:

- 10.1.1 a committee will comprise two or more committee members, of which at least one must be a Director;
- 10.1.2 the committee members otherwise need not be a Director or Member;
- 10.1.3 the committee has the purpose set out in regulations approved by the Board, and may undertake the powers and functions delegated to it by the Board in such regulations;
- 10.1.4 the committee will be subject to any limitations imposed on it in the relevant regulations approved by the Board; and
- 10.1.5 in the absence of any provision in the regulations, meetings and proceedings of any committee are governed by the provisions of clause 9.

## 10.2 Committees

The Board may establish the following committees of the Board:

- 10.2.1 Finance Committee;

- 10.2.2 Audit and Risk Management Committee;
- 10.2.3 Clinical Governance Committee;
- 10.2.4 Community Engagement Committee;
- 10.2.5 Mission Committee; and
- 10.2.6 such other advisory committees and groups as the Board shall in its absolute discretion determine,

with such powers, limitations and proceedings as set out in regulations made for this purpose and may change or amend those regulations and/or committees as the Board may determine.

### 10.3 **Advisory committees and groups**

The Board may by regulations establish the following advisory committees/groups:

- 10.3.1 Regional Advisory Committee;
- 10.3.2 Quality and Clinical Advisory Committee; and
- 10.3.3 Local Support Group,

with such powers, limitations and proceedings as set out in regulations made for this purpose and may change or amend those regulations and/or committees/groups as the Board may determine.

## 11 **ADMINISTRATION**

### 11.1 **Change of name**

The Members may, with the prior written consent of the Synod, change the Company's name by special resolution in accordance with the Act.

### 11.2 **Amendment of Constitution**

11.2.1 The Members may, with the prior written consent of the Synod, amend this Constitution by special resolution in accordance with the Act and the ACNC Act.

11.2.2 If the Company is registered under the ACNC Act, a special resolution under clause 11.2.1 does not take effect if it would cause the Company to lose its entitlement to registration under the ACNC Act.

### 11.3 **Accounts**

The Board must cause:

- 11.3.1 proper accounting and other records to be kept in accordance with the requirements of the Act and the ACNC Act, and
- 11.3.2 financial statements to be made and laid before each annual general meeting as required by the Act and the ACNC Act.

#### 11.4 Audits

A properly qualified auditor must be appointed and the auditor's duties regulated in accordance with the requirements of the Act and the ACNC Act.

#### 11.5 Records and inspection

A Member (other than a Director) is entitled to inspect any document of the Company, except as otherwise provided by law.

#### 11.6 Service of notices

11.6.1 Notices must be in writing and may be given by the Company to any Member:

- (a) in person;
- (b) by sending it by post to the Member at the Member's registered address; or
- (c) by sending it to the address, facsimile number, e-mail address or other address supplied for receiving notices.

11.6.2 A notice sent by post is deemed to have been given 5 business days after it was posted. A notice sent by facsimile, or by other electronic means, is deemed to have been given on the next business day after it was sent.

#### 11.7 Indemnity of officers

11.7.1 To the Relevant Extent, the Company indemnifies current and former Officers out of its assets against any Liability incurred by the Officer in or arising out of:

- (a) the conduct of the Company's affairs or business; or
- (b) the discharge of the Officer's duties,

unless the Liability arises out of conduct involving fraud, criminal act, gross negligence or wilful misconduct.

11.7.2 To the Relevant Extent, the Company may execute any deed in favour of any current or former Officer to confirm the indemnities conferred by clause 11.7.1 in relation to that person to the extent the law does not preclude the Company from doing so.

11.7.3 Clause 11.7.1 applies whether or not any deed is executed under clause 11.7.2.

11.7.4 In this clause 11.7 and clause 11.8:

- (a) "**Liability**" includes cost, charge, loss, damage, expense or penalty; and
- (b) "**To the Relevant Extent**" means to the extent the Company is not precluded from doing so by law (including the Act).

## 11.8 Insurance

To the Relevant Extent:

11.8.1 the Company may pay or agree to pay premiums for directors and officers insurance to insure current or former Officers against any Liability incurred by the Officer in or arising out of:

- (a) the conduct of the Company's affairs or business; or
- (b) the discharge of the Officer's duties; and

11.8.2 the Company may execute any deed in favour of any current or former Officer to take out insurance referred to in clause 11.8.1, on such terms as the Board considers appropriate.

## 11.9 Company seal

11.9.1 The Board will determine whether or not the Company is to have a common seal and, if so, will provide for the safe custody of such seal.

11.9.2 The common seal, if any, of the Company may only be affixed to any instrument with the authority of the Board.

11.9.3 The affixing of the common seal must be attested by the signatures of persons authorised by the Board for that purpose.

## 11.10 Definitions

In this Constitution:

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

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

"**Amalgamated Agencies**" means the agencies listed in schedule 1;

"**Board**" means the board of Directors of the Company with a quorum to transact business;

"**Chair**" means the Director and office bearer under clause 7.7.1;

"**Church**" means the Uniting Church in Australia;

"**Company**" means the company named on page 1 of this Constitution;

"**Constitution**" means this constitution of the Company;

"**Director**" means a person for the time being who performs the role of director of the Company;

"**Deputy Chair**" means the Director and office bearer under clause 7.7.2;

"**Institution**" has the meaning prescribed in the Regulations of the Church;

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

**“Member”** means a person who is a member of the Company pursuant to clauses 3 and 5;

**“Members of the Church”** means baptised members, confirmed members or members in association of the Church;

**“Officer”** has the meaning given in the Act;

**“Principal Purpose”** means the principal purposes set out in in clause 1.1;

**“Purposes”** means the Principal Purpose and the Supporting Purposes;

**“Regulations”** means the regulations of the Church;

**“Secretary”** means a secretary appointed under clause 8.4;

**“Standing Committee”** means the standing committee of the Synod from time to time;

**“Supporting Purposes”** means the supporting purposes set out in clause 1.2; and

**“Synod”** means the Synod of the Church in Victoria and Tasmania or its Standing Committee or its duly authorised sub-committees or officers when acting on behalf of the Synod between meetings of the Synod.

#### 11.11 Interpretation rules

Unless the contrary intention appears in this Constitution:

- 11.11.1 words importing the singular include the plural, and words importing the plural include the singular;
- 11.11.2 words importing a gender include every other gender;
- 11.11.3 words used to denote persons generally or importing a natural person include any company, corporation, body corporate or other body (whether or not the body is incorporated);
- 11.11.4 a reference to a person includes that person’s successors, legal personal representatives and permitted transferees;
- 11.11.5 a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- 11.11.6 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- 11.11.7 headings and bold text are for convenience only and do not affect its interpretation; and
- 11.11.8 a Member is to be taken to be present at a general meeting if the Member is present in person or by proxy or attorney.



**11.12 Application of Act**

11.12.1 This Constitution is to be interpreted subject to the Act. However, the rules that apply as replaceable rules to companies under the Act do not apply to the Company.

11.12.2 Unless the contrary intention appears, a word or expression in a clause that is defined in section 9 of the Act has the same meaning in this Constitution as in that section.

**11.13 Application of ACNC Act**

This Constitution is to be interpreted subject to the ACNC Act.

**SCHEDULE 1 – AMALGAMATED AGENCIES**

<b>AGENCY NAME</b>	<b>INCORPORATING</b>
<b>UnitingCare Ballarat</b>	Do Care Lifeline Ballarat
<b>UnitingCare Bendigo</b>	
<b>Connections UnitingCare</b>	Presbyterian Babies' Home Grassmere Youth Services Canterbury Family Centre Methodist Babies' Home Wheelers Hill Family Centre Copelen Child and Family Services* Copelen *
<b>Creative Ministries Network</b>	Urban Ministry Network Creative Ministries
<b>UnitingCare East Burwood Centre</b>	East Burwood Counselling and Care Centre East Burwood Counselling and Care Centre & Nunawading Citizens Advice Bureau East Burwood Counselling and Care Centre & Nunawading Citizens Advice Bureau Inc. East Burwood Centre Inc. Uniting Care East Burwood Centre
<b>UnitingCare Geelong</b>	Concern PEX Welfare
<b>UnitingCare Gippsland</b>	Kilmany Park Boys' Home Kilmany UnitingCare* Remote Family Services UnitingCare
<b>UnitingCare Goulburn North East</b>	Uniting Church Care Program St David's Uniting Care, Albury
<b>UnitingCare Harrison</b>	Arthur Harrison Boys' Home Harrison Boys' Home* Harrison House Youth Services* Harrison Youth Services* Harrison Community Services* UnitingCare Harrison Community Services* Waverley Youth Housing Group Genesis

AGENCY NAME	INCORPORATING
<b>John Macrae Centre</b>	
<b>Kildonan UnitingCare</b>	Scots' Church Neglected Children's Aid Society Kildonan Child and Family Services* Children's Aid Society* Kildonan UnitingCare* UnitingCare Cutting Edge
<b>Lentara UnitingCare</b>	Central Dorcas Help and Rescue Society* Methodist Homes for Children* Methodist Babies Home* Methodist Cheltenham Home* Orana - Methodist Peace Memorial Homes for Children* Broadmeadows Parish Mission* Sunshine Parish Mission* UnitingCare Sunshine and Broadmeadows* Orana Uniting Care* Hotham Mission Asylum Seekers
<b>UnitingCare lifeAssist</b>	Community Options Victoria* Inner East Community Options* UnitingCare Community Options*
<b>Prahran Mission</b>	UnitingCare St Kilda
<b>UnitingCare ReGen</b>	Moreland Hall purchased by Central Methodist Mission UnitingCare Moreland Hall*
<b>SouthPort UnitingCare</b>	South-Port-Parks Parish Mission*
<b>UnitingCare Tasmania</b>	Scots Early Learning Centre (Hobart) Scots Child Care Centre UnitingCare Northern Family Services (Launceston) Pilgrim Occasional Care Centre Community Services (Bridgewater Gagebrook) Bridgewater Gagebrook Emergency Relief Services Hobart Benevolent Society Cerebral Palsy Tasmania
<b>UnitingCare Werribee Support and Housing</b>	Werribee Youth Housing Inc. Werribee Support and Housing UnitingCare Care & Concern* UnitingCare Werribee Support & Housing*
<b>Wesley Centre for Life Enrichment</b>	
<b>Wimmera UnitingCare</b>	Wimmera Emergency Housing Wimmera Family Group Homes

AGENCY NAME	INCORPORATING
	Wimmera Community Care
UnitingCare Wodonga	

*\* Name change has occurred.*