
CORPORATIONS ACT
A COMPANY LIMITED BY GUARANTEE

CONSTITUTION
of
Better Renting Limited

PART 1 - PRELIMINARY

1. Definitions

In this Constitution, unless the context otherwise requires:

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

'**Alternate Director**' means an alternate director appointed under clause 12.9;

'**Board of Directors**' means the board of directors of the company;

'**Chairperson**' means the person appointed as chairperson under clause 14.3;

'**Company**' means the **company** referred to in clause 3;

'**Constitution**' means this constitution as amended from time to time;

'**Deductible Contribution**' means a voluntary transfer of money or property in relation to a fundraising event as described in item 7 or item 8 of the table in section 30-15 of the ITAA 97;

'**Director**' means any person appointed as a director of the company, including an alternate director;

'**Gift**' means a voluntary transfer of money or property where the donor receives no material benefit or advantage;

'**instrument**' means a written legal document such as a contract, lease, deed, will or bond;

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

'**Law**' means the *Corporations Act 2001*;

'**Member**' means a person who is for the time being a member of the company in accordance with clause 6.4;

'**Negotiable instrument**' means a check, promissory note, bill of exchange, security or any document representing money payable which can be transferred to another by handing it over (delivery) and/or endorsing it;

'**Non-Voting Member**' means a corporation which is for the time being a member in accordance with clause 6.4(b)(ii);

'**Reasonable**' means just, rational, appropriate, ordinary or usual in the circumstances;

'**Replaceable Rule**' has the same meaning as in Part 2B.4 of the Law;

'**Seal**' means the common seal of the company and includes any official seal of the company;

'Secretary' means any person appointed to perform the duties of a secretary of the company under clause 16;

'Voting Member' means a Member who is for the time being a Member in accordance with clause 6.4(b)(i);

2. Interpretation

- 2.1** Headings are included for the sake of convenience only and do not affect the meaning of the clauses to which they relate.
- 2.2** A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- 2.3** Words importing:
- (a) persons include companies and corporations and vice versa;
 - (b) the masculine gender includes the feminine gender and vice versa; and
 - (c) the singular number include the plural number and vice versa.
- 2.4** Except so far as the contrary intention appears in this constitution, an expression has, in a provision of this constitution that deals with a matter dealt with by a particular provision of the law, the same meaning as in that provision of the law.
- 2.5** The replaceable rules contained in the law are specifically excluded from applying to the company.

PART 2 - GENERAL

3. Name

The name of the company is Better Renting Limited.

4. Objects

4.1 Subject to paragraph 4.2, the objects for which the Company is established are:

- (a) improving housing outcomes for renters with respect to stability, affordability, and liveability, to advance social welfare ('the principal object');
- (b) building and educating a community of renters to work towards achieving the principal object; and
- (c) promoting or opposing a change to any matter established by law, policy or practice in the Commonwealth, a state, a territory or another country which furthers the principal object.

4.2 The Company must pursue charitable purposes only and must apply its income in promoting the following purposes:

- (a) the purpose of advancing education;
- (b) promoting or opposing a change to any matter established by law, policy or practice in the Commonwealth, a state, a territory or another country;
- (c) any other purpose beneficial to the general public that may be reasonably be regarded as analogous to, or within the spirit of any of the purposes mentioned in paragraphs (a) to (b).

5. Limited Liability

5.1 Liability is Limited

The liability of the members is limited.

5.2 Guarantee by Members

Every member of the company undertakes to contribute such amount as may be required not exceeding \$10 to the company's assets if it should be wound up:

- (i) while they are a member; or
- (ii) within one year after they cease to be a member;

for payment of the:

- (iii) company's debts and liabilities contracted before they cease to be a member,
- (iv) costs, charges and expenses of winding up; and

for the adjustment of the rights of the contributories amongst themselves.

5.3 No Distribution

- (a) The income and property under the control of the company must be applied in and towards the promotion and achievement of the objects outlined in clause 4.
- (b) The company must not make any distribution to any members or directors, whether by way of dividend, surplus on winding up or otherwise.
- (c) This clause does not prevent the payment in good faith by the company of reasonable remuneration to any member for;
 - (i) goods or services supplied by that member to the company in the ordinary course of business; or
 - (ii) the payment of interest at a reasonable rate on money borrowed by the company from any member; or
 - (iii) the payment of reasonable rent for premises leased to the company by any member; or
 - (iv) reasonable and proper remuneration to any direct employee or contractor of the company; or
 - (v) reasonable travelling and other expenses incurred by any employee or contractor of the company, as described in their respective employment or hiring contracts:
 - (A) in attending and returning from:
 - (1) meetings of the directors;
 - (2) meetings of any committee of the directors; or
 - (3) general meetings of the company;
 - (B) otherwise in connection with the business of the company; or
 - (vi) the payment of any other reasonable amount of a similar character to those described in this clause.
- (d) The company shall at all times be open to receive donations from any person.

PART 3 - MEMBERSHIP

6. Application for Membership

6.1 Eligibility

- (a) The Members of the Company are:
 - (i) the persons who consented to become Members in the application for registration of the Company; and
 - (ii) any Participant admitted to membership in accordance with this clause 6.
- (b) Persons who are admitted to membership of the company by the board shall be members of the company and shall be bound by this constitution.
- (c) By applying for membership, the member agrees, upon acceptance of the application, to pay the dues, fees and other assessments imposed by the board from time to time, and to abide by the objects and the policies and procedures of the company.

6.2 Application for membership

- (a) The board will have the power to make regulations prescribing:
 - (i) the form or forms of application for membership; and
 - (ii) the amount of any fee to be paid;by applicants for membership of the company.
- (b) Each applicant to become a member must:
 - (i) deliver to the company an application form or forms in the prescribed form; and
 - (ii) pay any prescribed fee.

6.3 Board to Determine Membership

- (a) The board will determine whether an applicant can become a member.
- (b) If an application to become a member is accepted, the company must give written notice of the acceptance to the applicant and enter the applicant's name in the register.
- (c) If an application to become a member is rejected, the company must give written notice of the rejection to the applicant and refund in full the fee (if any) paid by the applicant.

- (d) The board is not required to give any reason for the rejection of any application to become a member.

6.4 Rights of Members

- (a) A right, privilege or obligation which a person has by reason of being a member of the company:
 - (i) is not capable of being transferred or transmitted to another person; and
 - (ii) subject to the law and this constitution, terminates on cessation of the person's membership.
- (b) Members shall have all of the rights and obligations of members of a company limited by guarantee under the law, including the right to vote at any meeting of the members and on any members' resolution.
- (c) Subject to the Corporations Act and the terms of a particular class of membership, the company can vary or cancel rights attached to being a member of that class, or convert a member from one class to another, by special resolution of the company and either:
 - (i) a special resolution passed at a meeting of the members included in that class; or
 - (ii) the written consent of members who are entitled to at least 75% of the votes that may be cast in respect of membership of that class.
- (d) The provisions in this constitution concerning meetings of members (with the necessary changes) will apply to a meeting held under clause 10.
- (e) Subject to the Corporations Act and the terms of a particular class of membership, the members are entitled to:
 - (i) all notices issued to members by the company; and
 - (ii) attend, speak and vote at all meetings of members.

7. Membership Fees

7.1 Fees

- (a) The board can require the payment of fees or levies to the company by members in the amounts and at the times as the board resolves.
- (b) The board can make fees or levies payable for one or more members for different amounts and at different times, and subject to the terms of membership payable by instalments.
- (c) The board can revoke or postpone fees or levies or extend the time for payment of fees or levies.

7.2 Notice

- (a) The company must give members at least 10 business days' notice of fees or levies payable by members.
- (b) A notice of fees must be in writing and specify the amount of the fee or levy, and the time and place of payment of the fee or levy.
- (c) A fee or levy is not invalid if a member does not receive a notice of the fee or levy.

7.3 Payment

- (a) Each member must pay to the company the amount of each fee or levy charged to the member by the company at the times and places specified in the notice of the fee.
- (b) If a fee or levy is payable in one or more fixed amounts on one or more fixed dates, the member must pay to the company those amounts on those dates.

7.4 Interest

- (a) A member must pay to the company interest at the rate of 10% per annum on any amount referred to in clause 7.3 which is not paid on or before the time appointed for its payment, from the time appointed for payment to the time of the actual payment.
- (b) The board can waive payment of all or any part of an amount payable under this clause.

7.5 Expenses

- (a) A member must pay to the company any expenses incurred by the company because of the failure to pay or later payment of any amount referred to under clauses 7.3 and 7.4.

- (b) The board can waive payment of all or any part of an amount payable under these clauses.

7.6 Recovery of Fees

- (a) The company can recover an amount due and payable under clauses 7.3 and 7.4 from a member by commencing legal action against the member for all or part of the amount due.
- (b) The debt due in respect of an amount payable under clauses 7.3 and 7.4 is sufficiently proved by evidence that:
 - (i) the name of the member sued is entered in the register; and
 - (ii) there is a record in the minute books of the company of the resolution requiring payment of the fee.

7.7 Prepayment of Fees

- (a) The company can accept from any member all or any part of fees payable before that amount is due and payable.
- (b) The company can pay interest at any rate the board resolves on the amount paid before it is due and payable (from the date of payment until and including the date the amount becomes actually payable).
- (c) The company can repay the amount of any prepayment made by a member.

8. Register of Members

- (a) The secretary must establish and maintain a register of members of the company specifying the name and address of each member, together with the date on which that person became a member and the relevant category of membership.
- (b) If a person ceases to be a member, the secretary must make an appropriate entry in the register of members recording the date on which the person ceased to be a member.
- (c) The register of members must be kept at the registered office of the company and must be open for inspection, free of charge, by any member of the company at any reasonable hour.

9. Termination of Membership

9.1 Basis for Termination

A person's membership of the company will terminate if:

- (i) the member resigns in accordance with clause 9.2; or

- (ii) the member is expelled under clause 9.3.
- (iii) the member is elected to a parliament of the Commonwealth, a State or a Territory of Australia.

9.2 Resignation

A member can resign as a member by giving the company notice in writing. Unless the notice provides otherwise, a resignation by a member takes effect immediately on the giving of that notice to the company.

9.3 Expulsion

- (a) The board can resolve to expel a member if:
 - (i) the member does not pay a fee payable by the member under this constitution within 20 business days after the due date for its payment; or
 - (ii) the member is responsible for an act or omission, the likely effect of which is to prejudice the interests of the company or the capacity of the company to pursue its objects.
- (b) Before the passing of any resolution under clause 9.3(a), a member is entitled to give the board, either orally or in writing, any explanation or defence of the expulsion event the member thinks fit.
- (c) Where a resolution is passed under clause 9.3(a), the company must give that member notice in writing of the expulsion within 10 business days of the resolution.
- (d) By a notice in writing to the company within 10 business days of receipt of the notice referred to in clause 9.3(c), a member can request that a resolution under clause 9.3(a) be reviewed by the company at the next general meeting.
- (e) If a request is made under clause 9.3(d), the board must propose at the next general meeting that a resolution be moved to confirm the expulsion of the member concerned.
- (f) A resolution under clause 9.3(e) takes effect:
 - (i) if the member gives a notice under clause 9.3(d), from the date (if any), the resolution is confirmed by a general meeting; or
 - (ii) if the member does not give a notice under clause 9.3(d), from the date of the resolution.
- (g) The board may reinstate an expelled member on any terms and at any time as the board resolves, including a requirement that all amounts due but unpaid by the expelled member are paid.

10. Holding Meetings of Members

10.1 Single Member

If the company only has one member, the company can pass a resolution by that member signing a record in writing of that resolution.

10.2 Annual General Meeting (AGM)

- (a) The company must hold an annual general meeting in accordance with the Corporations Act.
- (b) If the company only has one member, it is not required to hold an annual general meeting.

10.3 Calling Meetings of Members

- (a) Any director may, whenever they think fit, convene a general meeting of members.
- (b) A member or members may request or convene a general meeting in accordance with the law, and the board must call and arrange to hold a general meeting on the request of members.

10.4 Technology

The company may hold a meeting of its members at two or more venues using any technology that gives the members as a whole a reasonable opportunity to participate.

10.5 Notice

- (a) The secretary must, at least 21 days before the date fixed for the holding of a general meeting, cause to be sent to each member a notice specifying the place, date and time of the meeting and the nature of the special business proposed to be transacted at the meeting.
- (b) Subject to the Corporations Act, anything done (including the passing of a resolution) at a meeting of members is not invalid if either or both:
 - (i) a person does not receive notice of a meeting; or
 - (ii) the company accidentally does not give notice of the meeting to a person.

10.6 Proceedings at Meetings of Members

- (a) No business shall be transacted at a general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (b) The quorum for a meeting of members is:
 - (i) 3 members present in person; or

- (ii) if less than 10 members are eligible to attend and vote at a meeting of members — 50% of the members eligible to attend and vote at the meeting of members,
- (c) In determining whether a quorum for a meeting of members is present:
- (i) where more than one proxy, attorney or representative of a member is present, only one of those persons is counted;
 - (ii) where a person is present as a member and as a proxy, attorney or representative of another member, that person is counted separately for each appointment provided that there is at least one other member present; and
 - (iii) where a person is present as a proxy, attorney or representative for more than one member, that person is counted separately for each appointment provided that there is at least one other member present.
- (d) The chair of a meeting of members is:
- (i) the chairperson of meetings of the board; or
 - (ii) if the chairperson of meetings of the board is not present or declines to act for the meeting (or part of it), the members must elect an individual present to chair the meeting.

10.7 Adjourning Meetings of Members

- (a) If a quorum is not present within 30 minutes after the time for the meeting of members set out in the notice of meeting, the meeting is adjourned to the date, time and place the board specifies. If the board does not specify 1 or more of those things, the meeting is adjourned to:
- (i) if the date is not specified — the same day in the next week;
 - (ii) if the time is not specified — the same time; and
 - (iii) if the place is not specified — the same place.

If no quorum is present at the resumed meeting within 30 minutes after the time for the meeting, the meeting is dissolved.

- (b) The chair of a meeting of members at which a quorum is present:
- (i) can adjourn the meeting with the consent of the meeting by ordinary resolution; and
 - (ii) must adjourn the meeting if directed by ordinary resolution.

- (c) If a general meeting is adjourned for 30 days or more, the Secretary must give notice of the adjourned meeting as in the case of an original meeting.
- (d) The only business that an adjourned meeting of members can deal with is business unfinished at the members' meeting that was adjourned.

10.8 Cancelling Meetings of Members

- (a) Subject to the Corporations Act and clause 10.7 the board can at any time postpone or cancel a meeting of members by giving notice not less than five business days before the time at which the meeting was to be held to each person who is, at the date of the notice a member, a director or alternative director; or auditor of the company.
- (b) A general meeting called by the board at the request of members or called by the members must not be cancelled by the board without the consent of the members who requested or called the meeting.

11. Voting at meetings of Members

11.1 Voting

- (a) A resolution put to the vote at a meeting of members must be decided on a show of hands unless a poll is demanded.
- (b) Before a meeting of members votes on a resolution, the chair must inform the meeting:
 - (i) how many proxy documents the company has received that validly appoint a person present at the meeting as proxy;
 - (ii) how many of these proxy documents direct the proxies how to vote on the resolution; and
 - (iii) how the proxies are directed to vote on the resolution.
- (c) The meeting of members passes an ordinary resolution only if more than half the total number of votes cast on the resolution are in favour of it.
- (d) The chair does not have a casting vote in addition to his or her deliberative vote.

11.2 Voting on a Show of Hands

On a show of hands, the chair's declaration is conclusive evidence of the result, so long as the declaration reflects the show of hands. Neither the chair nor the minutes need to state the number or proportion of the votes recorded in favour or against the resolution. The minutes only need to record that the resolution was passed or not passed.

11.3 Voting on a Poll

- (a) A question arising at a general meeting of the company is to be determined on a show of hands unless (before or on the declaration of the show of hands) a poll is demanded:
 - (i) by the chairperson;
 - (ii) by any voting member present in person or by proxy.
- (b) A poll on the question of an adjournment must be taken immediately. The chair may direct when and the manner in which any other poll must be taken.
- (c) A poll demanded on any other resolution must be taken in the manner and at the time and place the chairperson directs.
- (d) If a poll is demanded, the poll must be taken:
 - (i) immediately in the case of a poll which relates to the election of the chairperson of the meeting or to the question of an adjournment; or
 - (ii) in any other case, in such manner and at such time before the close of the meeting as the chairperson directs,and the resolution of the poll on the matter is taken to be the resolution of the meeting on that matter.
- (e) The demand for a poll may be withdrawn.
- (f) The meeting of members may conduct other business even though a poll is demanded on a resolution.

11.4 Voting Rights

- (a) Subject to this constitution and any rights or restrictions attached to a class of membership, a member who is present at a meeting of members, in person or by proxy, is entitled to, subject to clauses 11.2 and 11.3, vote on a show of hands and on a poll.
- (b) A member present at a meeting of members is not entitled to vote on any resolution if:
 - (i) any fees or any other amount due and payable by that member to the company under this constitution have not been paid; or
 - (ii) that vote is prohibited by the Corporations Act or an order of a court of competent jurisdiction.

- (c) The company must disregard any vote on a resolution purported to be cast by a member present at a meeting of members where that person is not entitled to vote on that resolution pursuant to clause 11.4(a).
- (d) If a member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, bankruptcy or insolvency, his or her committee or trustee or such other person as properly has the management of his or her estate may exercise any rights of the member as if the committee, trustee or other person were the member.

11.5 Proxies

- (a) The board can determine the form of proxy document from time-to-time.
- (b) An instrument appointing a proxy is valid if it contains:
 - (i) the name and address of the member making the appointment;
 - (ii) the name of the company;
 - (iii) the name of the proxy or the name of the office of the proxy;
 - (iv) the meetings of members at which proxy can be used; and
 - (v) is provided to the secretary of the company no later than 24 hours before the time of the meeting in respect of which the proxy is appointed;and it is signed by the member making the appointment
- (c) An appointment of a proxy is not invalid merely because it does not contain all the information required for a valid proxy appointment, so long as it contains:
 - (i) the member's name; and
 - (ii) the proxy's name or the name of the office that the proxy holds.
- (d) If a member appoints the chair as the member's proxy and directs the chair to vote either in favour of or against the resolution, the chair must demand a poll on the resolution.
- (e) If the name of the proxy or the name of the office of the proxy in a proxy form of a member is not filled in, the proxy of that member is the person specified by the company in the form of proxy in the case the member does not choose, or if no person is so specified, the chairperson of that meeting.
- (f) Unless the company receives written notice of the matter before the meeting at which a proxy votes starts or resumes, the proxy's vote at that meeting will be valid if, before the proxy votes:

- (i) the appointing member dies; or
- (ii) the member is mentally incapacitated;
- (iii) the member revokes the proxy's appointment;
- (iv) the member revokes the authority under which the proxy was appointed by a third party; or
- (v) the member transfers the share in respect of which the member or a third party appointed the proxy.

11.6 Objections

An objection to the qualification of a voter:

- (i) may only be made at the members' meeting or adjourned members' meeting at which the vote objected to is cast; and
- (ii) must be ruled upon by the chair whose decision is final.

PART 4 – THE BOARD OF DIRECTORS

12. Directors

12.1 Number of Directors

- (a) The company must have at least three directors on the board (not including alternate directors) and not more than 12 directors.
- (b) The company in general meeting can by ordinary resolution alter the maximum number of directors.

12.2 Eligibility to be a Director

An individual is eligible to be a director if the person:

- (i) is not disqualified from managing corporations under the Corporations Act; and
- (ii) has not had a personal representative or trustee appointed to administer the person's estate or property because of their mental incapacity.

12.3 Characteristics of the board

The board's role is to provide general strategic advice to the company based on their expertise and experience in areas critical to the success of the company, including community campaigning, organisational leadership, policy development, fundraising and communications

Members of the board will participate as individuals and not as direct representatives of the organisation they may be affiliated with.

12.4 Duties of Directors

The directors must comply with their duties as directors under legislation and common law (judge-made law), and with the duties described in governance standard 5 of the regulations made under the **ACNC Act** which are:

- (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the **company**
- (b) to act in good faith in the best interests of the **company** and to further the charitable purpose(s) of the **company** set out in clause 4
- (c) not to misuse their position as a director
- (d) not to misuse information they gain in their role as a director
- (e) to disclose any perceived or actual material conflicts of interest
- (f) to ensure that the financial affairs of the **company** are managed responsibly, and
- (g) not to allow the **company** to operate while it is insolvent.

12.5 Appointment by Members

The members can appoint a person to be a director by resolution.

12.6 Election of Directors

- (a) In order to be valid, nominations of candidates for election as directors by an annual general meeting must be:
 - (i) made in writing,
 - (ii) signed by at least two Members of the company,
 - (iii) accompanied by the written consent of the candidate (which may be endorsed on the form of nomination), and
 - (iv) delivered to the secretary at least seven days before the date fixed for the holding of the annual general meeting at which the election is to take place.
- (b) If insufficient nominations are received to fill all vacancies on the board at an annual general meeting, the candidates nominated are taken to be elected and further nominations are to be received at the annual general meeting.
- (c) If insufficient further nominations are received, any vacant positions remaining on the board are taken to be casual vacancies.
- (d) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.
- (e) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.
- (f) The ballot for the election of the directors is to be conducted at the annual general meeting in such usual and proper manner as the board may direct.

12.7 Appointment by Board — Casual Vacancies

- (a) The board can appoint a person to be a director:
 - (i) if a director's office becomes vacant other than because the director's term of office has ended; or
 - (ii) if, for any other reason, the number of directors is less than the maximum under clause 12.1(a).

The board may only appoint a person who is eligible to be a director under clause 12.2.

- (b) The term of office for a director appointed to fill a vacancy in clause 12.5(a) ends:

- (i) if the general meeting approves the appointment before the end of the next AGM after the director's appointment — at the end of the term of office of the director whose office has become vacant; and
- (ii) otherwise — at the end of the next AGM after the director's appointment.

12.8 Term of Office

Subject to the Corporations Act and the rotation provisions in this clause, a director's term of office:

- (a) starts at the end of the AGM at which the director's election is announced; and
- (b) ends at the end of the first AGM after the AGM at which the director's election is announced.

However, if a director is appointed by members through clause 12.5, the resolution may specify an alternative term of office, which may not be longer than two years in length.

12.9 Automatic Vacation of Office

Subject to this constitution, in addition to the circumstances in which the office of a director becomes vacant by virtue of the law, the office of a director automatically becomes vacant if the director:

- (i) dies;
- (ii) 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 or incapacity;
- (iii) resigns in accordance with clause 12.8;
- (iv) is absent without the consent of the directors from meetings of the directors held during a period of 3 months
- (v) is 3 months in arrears in relation to money due to the company and has failed to make arrangements for payment satisfactory to the company.
- (vi) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (vii) becomes prohibited from being a director by reason of the law;
- (viii) ceases to be eligible to be a director under clause 12.2.

Neither the board nor the general meeting may waive the operation of this clause.

12.10 Resignation

- (a) A director may resign by giving the company notice of the director's resignation.
- (b) The director's office becomes vacant:
 - (i) if the notice of resignation specifies a date of resignation — on the date of resignation; or
 - (ii) otherwise — on the date the company receives the notice of resignation.

12.11 Alternate Directors

- (a) In this clause, unless the context requires otherwise:

alternate means a person that a director appoints as their alternate director under clause 12.9(c), but only in the person's capacity as the alternate director.

appointor means the director who appoints an alternate under clause 12.9(c).

- (b) A person is eligible to be an alternate for a director if the person:

- (i) is eligible to be a director under clause 12.2; and
- (ii) is not a director; and
- (iii) is not an alternate for another director.

- (c) A director (but not an alternate) may give the company a notice appointing a person eligible under clause 12.2 as his or her alternate during such period as he or she thinks fit. The notice must set out:

- (i) the name of the person to be appointed as alternate;
- (ii) the term of the alternate's appointment (or that the appointment is for an indefinite term);
- (iii) whether or not the appointor requires the company to give notices of board meetings to the alternate;
- (iv) whether or not the alternate can sign circulating resolutions instead of the appointor.

The notice of appointment only takes effect if the board approves the alternate's appointment.

- (d) The alternate is not the appointor's agent, but a director of the company. The alternate has all the duties, powers and rights of the appointor as a director. The alternate may exercise any powers that the appointor may exercise and the exercise of any such power by the alternate shall be deemed to be the exercise of the power by the appointor. Except to the extent that this clause provides otherwise, all references to directors in this constitution include references to the alternate.
- (e) The company only has to give notice of board meetings to the alternate if the appointor has given the company a notice requiring it to do so.
- (f) The alternate may only be present at meetings of directors at which the appointor is absent. The alternate:

- (i) may be present and may vote on a matter even though the appointor has a material personal interest in the matter; and
 - (ii) does not breach his or her duties to the company by reason of any matter considered or voted on at a meeting at which the alternate was absent because the appointor was present.
- (g) The company must not provide remuneration to the alternate (in his or her capacity as alternate) except out of remuneration that it has allocated to the appointor. The alternate has no right to remuneration against the company. This does not affect any right to remuneration that the alternate can have against the appointor.
- (h) The alternate's office automatically becomes vacant if:
- (i) the appointor revokes the alternate's appointment notwithstanding that the period of the appointment of the alternate has not expired; or
 - (ii) the appointor's office as a director becomes vacant (except where the appointor's term as a director ends at the end of an AGM under clause 12.9(i){i) and the members re-elect the appointor as a director at that AGM).

13. Powers of the Company and Directors

13.1 Powers of the Company

The company can exercise in any manner permitted by **the** Corporations Act any power which a public company limited by guarantee can exercise under the Corporations Act.

13.2 Powers and Duties of the Board

- (a) The board:
- (i) manages the company's business; and
 - (ii) may exercise all the powers of the company except any powers that the Corporations Act or this constitution expressly allocates to the general meeting.

13.3 Negotiable Instruments

The board may authorise a person or persons to sign, draw, accept, endorse or otherwise execute negotiable instruments for the company. The board may authorise the application of signatures to negotiable instruments by machine or other facsimile method.

13.4 Delegation

- (a) The board may delegate any of its powers to any committee or any other person or persons. The board may permit the delegate to sub-delegate any powers delegated to them.
- (b) The board must establish policies for the guidance of delegates in the exercise of any powers so delegated.
- (c) Without limiting its powers, the board may appoint a person to be the company's attorney for purposes, with powers (being the board's powers), for the period and on terms the board determines. In particular, the power of attorney may:
 - (i) include terms protecting persons dealing with the attorney, as the board determines; and
 - (ii) authorise the attorney to delegate any or all of the attorney's powers.

14. Meetings of Directors

14.1 Calling and Conduct of Board Meetings

- (a) The board must hold at least one meeting per calendar year. The schedule of any meeting will be published and publicly available to all members, at or as soon as practicable after the beginning of the calendar year.
- (b) A director may at any time, and the secretary shall, upon receiving a request from a director, convene a meeting of the directors. Notice of meeting will be given to all directors at least 48 hours in advance of the meeting.
- (c) The board can meet, adjourn and otherwise regulate its meetings as it thinks fit.
- (d) The directors may meet either in person or by telephone or by other means of electronic communication by which all persons participating in the meeting are able to hear the entire meeting and to be heard by all other persons attending the meeting.
- (e) A meeting conducted by telephone or by other means of electronic communication will be taken to be held at the place agreed on by the directors attending the meeting, provided that at least one of the directors present at the meeting was at that place for the duration of the meeting.

14.2 Quorum of Board

- (a) The quorum for a board meeting is two or such other number as the board determines and the quorum must be present at all times during the meeting.
- (b) If, at any time, the number of directors is less than the quorum:
 - (i) the board can only meet for calling a general meeting; and
 - (ii) the board can conduct business by circulating resolution under clause 14.5.

14.3 Chairperson of Board

- (a) The board can appoint a director to chair its meetings.
- (b) The board can determine the period for which the director is to be the chairperson of the meeting of directors. The maximum term for the chairperson shall be limited to two years. The maximum number of consecutive terms shall be three.
- (c) The board can remove the chair from the position of chair at any time.
- (d) The board must elect a director who is present at the board meeting to chair the meeting (or part of it) if:
 - (i) a director has not already been appointed to chair the meeting; or
 - (ii) a previously appointed chair is not available, or declines to act, for the meeting (or part of it).
- (e) The chair shall preside at all meetings of the board and shall have such powers and the obligation to perform such duties as may be prescribed by the board.

14.4 Passing of Directors' Resolutions

- (a) A resolution of the board must be passed by a majority of the votes cast by directors entitled to vote on the resolution.
- (b) The chair has a casting vote in addition to their deliberative vote.

14.5 Circulating Resolutions

- (a) The board can pass a resolution without a board meeting if all of 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.
- (b) Separate copies of a document can be used for signing by different directors if the wording of the resolution and statement is identical in each copy.

- (c) The resolution is passed when the last director signs.

14.6 Committees of Directors

- (a) The board can establish one or more committees consisting of such number of directors as the board thinks fit.
- (b) The members of a committee can appoint one of their number as chair of their meetings.
- (c) Subject to any restrictions that the board imposes, a committee can meet, adjourn and otherwise regulate its meetings as it thinks fit.
- (d) Questions arising at a meeting of a committee are to be determined by a majority of votes of those present and voting.
- (e) The chair does not have a casting vote in addition to his or her deliberative vote.

15. Conflicts of Interest

15.1 Director Not in Breach if Acts in Matters Relating to Director's Interests

- (a) This clause applies if:
 - (i) a director has an interest or duty in relation to a matter, that is not a material personal interest; or
 - (ii) if a director with a material personal interest in relation to the company's affairs:
 - (A) complies with the requirements of the Corporations Act in relation to disclosure of the nature and extent of the interest and its relation to the company's affairs before acting in a matter that relates to the interest; and
 - (B) can be present and vote on the matter under the Corporations Act.
- (b) The director is not in breach of his or her duties to the company merely because he or she acts in matters that relate to the director's interest.
- (c) The director can vote on matters that relate to the director's interest.
- (d) In relation to any transactions that relate to the director's interest:
 - (i) the transactions can proceed;
 - (ii) the company cannot avoid the transactions merely because of the director's interest; and
 - (iii) the director can retain benefits under the transactions despite the director's interest.

15.2 Director Not in Breach if Does Not Act in Matters Relating to Director's Interests

- (a) This clause applies if a director with a material personal interest in relation to a matter:
 - (i) complies with the requirements of the Corporations Act in relation to disclosure of the nature and extent of the interest and its relation to the company's affairs; but
 - (ii) must not be present and vote on the matter under the Corporations Act.
- (b) The director is not in breach of duty to the company merely because he or she does not act in relation to the matter.
- (c) The board can vote on matters that relate to the director's interest in the director's absence.
- (d) In relation to any transactions that relate to the director's interest:
 - (i) the transactions can proceed;
 - (ii) the company cannot avoid the transactions merely because of the director's interest; and
 - (iii) the director can retain benefits under the transactions despite the director's interest.

15.3 Execution of Instruments

A director can participate in the execution of an instrument for the company, regardless of any interest or duty that the director may have:

- (i) whether or not the director has complied with the requirements of the Corporations Act in relation to disclosure of the nature and extent of the interest and its relation to the company's affairs; and
- (ii) whether or not the director may be present and vote in relation to the execution of the instrument under the Corporations Act.

PART 5 - OFFICERS AND COMMITTEES

16. Officers and Committees

16.1 Secretary

- (a) The directors shall appoint a person, who provides the necessary consent to being appointed, as secretary and may determine the period for which he or she is to hold office.
- (b) The board can determine a secretary's terms of appointment, powers, duties and remuneration.
- (c) At any time, the board can vary or revoke a determination, or an appointment, whatever the terms of the appointment.
- (d) A secretary can resign by giving the company notice of his or her resignation.
- (e) The secretary's office becomes vacant:
 - (i) if the notice of resignation specifies a date of resignation — on the date of resignation; or
 - (ii) otherwise — on the date the company receives the notice of resignation.
- (f) The Secretary shall keep or cause to be kept a book of minutes of all meetings of the board and the members in accordance with the law. The secretary shall also give or cause to be given notice of all the meetings of the board and the members required by the law or this constitution. The secretary shall have such other powers and perform such other duties as may be prescribed by the board from time to time.

16.2 Committees

- (a) The board may delegate any of its powers to a committee or committees consisting of such of their number and any other persons as the board thinks fit.
- (b) A committee to which any powers have been so delegated must exercise the powers delegated in accordance with any directions of the board and a power so exercised is deemed to have been exercised by the board.
- (c) The chairpersons of meetings of such committees shall be appointed by the board. However, after the first year of existence of a committee, the committee will hold elections to determine a new chairperson. If no volunteers arise, the board may appoint a chairperson.
- (d) A committee must hold at least 4 meetings per calendar year. The schedule of these meetings will be published and publicly available to all

members. In addition to these meetings, conference calls may also be scheduled for committee members to deal with work-in-progress.

- (e) Despite any delegation under this clause, the board may continue to exercise any function that it has delegated.
- (a) The board may, by instrument in writing, revoke wholly or in part any delegation under this clause.

PART 6 - REMUNERATION, INDEMNITY AND INSURANCE

17. Remuneration, Indemnity and Insurance

17.1 Remuneration of Directors

- (a) The directors are entitled to the aggregate amount of remuneration that the general meeting determines from time to time.
- (b) The board can determine the allocation of the aggregate amount of remuneration among the directors. If the board does not determine the allocation, the aggregate amount of remuneration must be allocated equally among the directors.
- (c) The directors' remuneration accrues from day to day.

17.2 Travelling Expenses and Insurance

In addition to any remuneration to which a director is entitled, the company can also pay:

- (i) the director's travelling and other expenses that they properly incur:
 - (A) in attending board meetings or any meetings of committees of directors; and
 - (B) in attending any members' meetings; and
 - (C) otherwise in connection with the company's business; and
- (ii) subject to the Corporations Act, insurance premiums for a contract that insures the director against liabilities that the director incurs as an officer of the company.

17.3 Indemnities for Officers and Former Officers

- (a) In this clause:

indemnified person means a director, member, officer or agent of the company or a former director, member, officer or agent of the company

legal proceedings means any claim, action, suit or demand, enquiry, Royal Commission or other regulatory investigation, whether civil or criminal, which relates to or arises in connection with the indemnified person being, or having been, an officer or agent of the company.

- (b) To the extent that the law permits:
 - (i) the company must indemnify an indemnified person against any liability that the indemnified person incurs in conducting the company's business, exercising the company's powers including

without limitation, legal costs and expenses incurred in participating, being involved in or defending any legal proceedings; and

- (ii) the company may indemnify, agree to indemnify or enter into (and pay premiums on) a contract of insurance in relation to an indemnified person or any other person.
- (c) The indemnity in clause 17.2(b) applies in relation to an indemnified person for all incidents occurring during the period that person is a director, member, officer or agent of the company, even though a claim is made against the indemnified person after they have ceased to be a director, member, officer or agent of the company.

PART 7 - ADMINISTRATION

18. Administration

18.1 Company Seal

- (a) If the company has a seal, the board is to provide for the safe custody of the seal.
- (b) The seal is to be used only by the authority of the directors.
- (c) The board may authorise:
 - (i) two directors; or
 - (ii) a director and a secretary,to witness the affixing of the seal on a document of a class specified in the resolution.

18.2 Financial Instruments

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the company, must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by two directors, or a director and a secretary.

18.3 Payments

- (a) The company can pay a person entitled to an amount payable in respect of membership by:
 - (i) crediting an account nominated in writing by that person; or
 - (ii) by cheque made payable to bearer; or
 - (iii) to the person entitled to the amount or any other person the person entitled directs in writing; or
 - (iv) by any other manner as the board resolve.
- (b) The company can post a cheque under this clause to the address in the register of the member or to any other address which that person directs in writing.

18.4 Accounts

The directors shall cause proper accounting and other records to be kept and shall distribute copies of every profit and loss account and balance sheet (including every document required by the law to be attached thereto) accompanied by a copy of the auditor's report as required by the law, provided however that the directors shall cause to be made out and laid before each annual general meeting a balance sheet and profit and loss account.

18.5 Audit

A properly qualified auditor must be appointed in accordance with the law and his or her retirement, removal, duties and obligations shall be regulated in accordance with the law.

18.6 Notices

- (a) A notice may be given by the company to any member either by serving it on him or her personally or by sending it by post to him or her at his or her address as shown in the register of members or the address supplied by him or her to the company for the giving of notices to him or her.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected on the second day after the date of its posting.
- (c) Notice of every general meeting shall be given in the manner authorised by clause 10.5 to:
 - (i) every member; and
 - (ii) the auditor for the time being of the company.
- (d) No other person is entitled to receive notices of general meetings.

PART 8 – RECORDS

19. Records

19.1 Entry in Minutes Book

- (a) The company must keep minute books in which it records within one month:
 - (i) proceedings and resolutions of meetings of members;
 - (ii) proceedings and resolutions of meetings of the board (including meetings of committees of directors);
 - (iii) resolutions passed by members without a meeting; and
 - (iv) resolutions passed by the directors without a meeting.

19.2 Minutes to be Signed

- (a) The company must make sure that minutes of a meeting are signed within a reasonable time after the meeting by the chairperson of that meeting or the chairperson of the next meeting.
- (b) The company must ensure that minutes of the passing of a resolution without a meeting are signed by a director within a reasonable time after that resolution is passed.
- (c) A minute recorded and signed in accordance with this clause is evidence of the proceedings or resolution to which it relates, unless the contrary is proved.

19.3 Members Access to Minutes

- (a) The company must make sure that the minute books referred to in clause 19.1 are open for inspection by members free of charge.
- (b) A member can ask the company in writing for a copy of:
 - (i) any minutes of a meeting of the members or an extract of the minutes; or
 - (ii) any minutes of a resolution passed by members without a meeting.
- (c) if the company does not require payment for the copy, the company must send it:
 - (i) within 14 days after member asks for it; or
 - (ii) within any longer period that ASIC approves
- (d) If the company requires payment for the copy, the company must send it:

- (i) within 14 days after the company receives payment; or
- (ii) within any longer period that ASIC approves

19.4 Register

- (a) The company must establish and administer the register in accordance with the Corporations Act.
- (b) The register must be kept at:
 - (i) the registered office of the company; or
 - (ii) the company's principal place of business in this jurisdiction; or
 - (iii) a place in this jurisdiction where the work involved in maintaining the register is done; or
 - (iv) another place in this jurisdiction approved by ASIC.
- (c) The company must allow anyone to inspect a register.
- (d) If the register is not kept on computer the persons inspects the register itself. If the register is kept on computer, the person inspects the hard copy of the information on the register.
- (e) A member can inspect a register kept under this clause without charge. Other people can inspect the register only on payment of a fee {up to the prescribed amount) required by the company.
- (f) The company must give a person a copy of the register (or part of the register) within seven days if the person:
 - (i) asks for the copy; and
 - (ii) pays any fee required by the company.
- (g) Unless proved incorrect, the register is sufficient evidence of the matters shown in the register.

PART 9 - WINDING UP

20. Winding Up

20.1 Transfer of Surplus

On a winding up of the company, the members must find one or more companies, associations or institutions whose constitution:

- (i) requires them to pursue only objects similar to those of this company and to apply their income in promoting those objects;
- (ii) prohibits them from making distributions to their members to at least the same extent as in clause 5.3; and
- (iii) prohibits them from paying fees to their directors and requires their directors to approve all other payments the company makes to its directors,

and resolve that the liquidator must give or transfer any surplus on winding up of the company to that company or companies.

20.2 Supreme Court to Act

If the members fail to make a decision under clause 21.1 within 20 business days of the winding up of the company, the liquidator must make an application to the Supreme Court, in the jurisdiction in which the company is taken to be registered, to make that decision.

21. Deductible Gift Recipient status

21.1 Application of this rule

This rule only applies if the company is a deductible gift recipient under ITAA 97.

21.2 Gift Account

The company must maintain a management account for its principal purposes only (**Gift Account**):

- a) to identify and record Gifts and Deductible Contributions;
- b) to identify and record any money received by the company because of those Gifts and Deductible Contributions; and
- c) that does not record any other money or property.

Receipts for Gifts or Deductible Contributions must state the;

- a) name and ABN of the company;
- b) the date and amount (or value, if property) of the Gift or Deductible Contribution;
- c) the name of the donor or contributors;
- d) the fact that it was a Gift or Deductible Contribution (and if it was a Deductible Contribution, the relevant fundraising event and GST inclusive market value of the event or goods or services purchased).

21.3 Winding up or revocation of deductible gift recipient

Upon:

- a) The winding up of the company; or
- b) The company ceasing to be a deductible gift recipient under the ITAA 97,

whichever is earlier, any surplus funds in the Gift Account must be transferred to an entity:

- a) Which is charitable at law; and
- b) Gifts to which are deductible under the ITAA 97 on the basis that it is characterized as a public benevolent institution as described in item 4.1.1 of the table in section 30-45.

The identity of the institution referred to in rule 21.3 must be decided by the directors, or if the directors do not wish to decide or do not decide, it must be decided by the Supreme Court, in the jurisdiction in which the company is taken to be registered, to make that decision.