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ARUMA SERVICES VICTORIA LIMITED

CONSTITUTION

A COMPANY LIMITED BY GUARANTEE

ABN 86 628 265 387

AMENDMENTS

Date	Forum	Amendment
31/5/19	Sole Member Resolution	<ol style="list-style-type: none">1. That the name of the company be changed from "HWNS Services Victoria Ltd" to "Aruma Services Victoria Limited".2. That that the Constitution of the Company be amended to replace all references to "HWNS Services Victoria Limited" with "Aruma Services Victoria Limited", with effect on and from the date of acceptance and registration of the name "Aruma Services Victoria Limited" by ASIC.
12/12/19	Sole Member Resolution	<ol style="list-style-type: none">1. Addition of Clause 15.2 "Directors of wholly owned subsidiaries"2. Inclusion of definition of "Company" to Clause 1.2 "Definitions".

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1. INTERPRETATION

1.1 Corporations Act and ACNC Act

- (a) Any replaceable rules contained in the Corporations Act which are inconsistent with this Constitution do not apply to this Company.
- (b) At any time when the Company is registered at ACNC, the provisions of this Constitution and governance of the Company shall be subject to the provisions of the ACNC Act except to the extent that any other law requires otherwise.

1.2 Definitions

In this Constitution unless the context otherwise requires:

"ACNC" means the Australian Charities and Not-for-profits Commission;

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

"Board Meeting" means a duly convened meeting of the Directors.

"Business Day" means a day that is not Saturday, Sunday or public holiday in New South Wales;

"Committee" means a committee of Directors formed pursuant to **clause 21.6**;

"Company" means Aruma Services Victoria Limited

"Contribution" has the meaning given to that term in Division 30 of the ITAA1997;

"Corporations Act" means the Corporations Act 2001 (Cth) and any modification, amendment or re-enactment of it, and regulations made pursuant thereto;

"Director" means a director of the Company;

"Fund-Raising Event" has the meaning given to that term in Division 30 of the ITAA1997.

"Gift Funds" means:

- (a) gifts of money or property for the principal purpose of the Company;
- (b) Contributions made in relation to a Fund-Raising Event held for the principal purpose of the Company; and
- (c) money received by the Company because of such gifts and Contributions;

"ITAA1997" means the Income Tax Assessment Act 1997 (Cth);

"Members" means persons admitted as members of the Company pursuant to **clause 3**;

"Membership Payment" means the amount (if any) set by the Directors on an annual or other basis which is a condition of Membership as set out in **clause 3.1**;

"Office" means the registered office for the time being of the Company;

"Officer" has the meaning given to that term in the Corporations Act;

"Ordinary Majority" means:

- (a) in relation to a Board Meeting, more than 50% of the total voting power of those persons present and entitled to vote;
- (b) in relation to a Members' Meeting, more than 50% of the total number of votes exercised by those Members present in person or by proxy, attorney or representative and entitled to vote; and
- (c) in any other case, more than 50% in number of those persons from whom authorisation or instruction is required to be obtained.

“Ordinary Resolution” means a resolution approved by Ordinary Majority of a duly convened meeting at which a quorum is present.

“Register” means the register of Members to be kept pursuant to the Corporations Act; **“Seal”** means the common seal of the Company;

“Secretary” includes the assistant or acting secretary of the Company and any substitute for the time being for the secretary;

“Special Resolution” means a resolution of the Company the passage of which requires at least 75% of the votes cast by Members present at the meeting and entitled to vote on that resolution;

“Surplus Assets” means any assets of the Company that remain after paying all debts and other liabilities of the Company, including the costs of winding up.

1.3 Construction

In this Constitution unless the context otherwise requires:

- (a) words (including defined expressions) importing the singular include the plural and vice versa;
- (b) words (including defined expressions) importing any gender include the other genders;
- (c) words (including defined expressions) importing persons shall include corporations and bodies politic;
- (d) a reference to a statute ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (e) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes telegram, telex and facsimile transmission;
- (f) reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month; and
- (g) reference to this Constitution include its schedules and annexures.

1.4 Headings

Headings do not affect the interpretation of this Constitution.

2. ESTABLISHMENT

2.1 Name

The name of the Company is Aruma Services Victoria Limited.

2.2 Legal capacity

- (a) Subject to the Corporations Act, the Company has the legal capacity of a natural person including, without limitation, the capacity to exercise the powers set out in section 124 of the Corporations Act.
- (b) It is the intention that this constitution of the Company will not restrict or prohibit the exercise by the Company of any of the powers referred to in this **clause 2.2**.

2.3 Objects

The objects for which the Company is established are:

- (a) to enhance the lives of people with disabilities;
- (b) to provide opportunities and assistance for people with disabilities through the provision of accommodation, employment and other appropriate support services;
- (c) to work with, and on behalf of, people with disabilities and their families to achieve these goals;
- (d) to work with similar bodies, both in Australia and internationally, to further the interests of people with disabilities and their families; and
- (e) to do all other lawful things as are incidental or conducive to the attainment of these objects or any of them or which may be calculated to advance directly or indirectly the interests of the Company.

2.4 Income and property

The income and property of the Company must be applied solely towards the promotion of the objects of the Company as set out in this Constitution and no portion of it is to be paid or transferred directly or indirectly by way of profit to Members. This does not prevent the payment in good faith:

- (a) of remuneration to any officers or servants of the Company in return for any services rendered to the Company;
- (b) for goods supplied in the ordinary and usual course of business;
- (c) of interest at a reasonable and proper rate on money borrowed from any Member; or
- (d) of reasonable and proper rent for premises demised or let by any Member.

2.5 Liability

The liability of the Members is limited.

2.6 Contribution upon winding up

Every Member undertakes to contribute an amount not exceeding one dollar (\$1) to the assets of the Company in the event of it being wound up while they are a Member or within one year afterwards for:

- (a) payment of the debts and liabilities of the Company contracted before the time when they ceased to be a Member;
- (b) the costs charges and expenses of winding up; and
- (c) for an adjustment of the rights of contributories among themselves.

2.7 Transfer of property

- (a) If the Company is wound up or the Company's deductible gift recipient endorsement is revoked, any Surplus Assets and Gift Funds must be distributed to one or more organisations which are charitable at law and which:
 - (i) have objects like, or inclusive of, the Objects; and
 - (ii) prohibit the distribution of any surplus assets to members to at least the same extent as the Company; and
 - (iii) are deductible gift recipients within the meaning of the ITAA1997.
- (b) Subject to **clause 2.7(a)** property (net of any associated liabilities) that are community housing assets in any jurisdiction, shall be transferred to another

registered community housing provider or to a housing agency in the jurisdiction in which the asset is located.

- (c) The decision as to the organisation or organisations to be given the Surplus Assets must be made by a Special Resolution of Members at or before the time of winding up. If the Members do not make this decision, the Company may apply to the Supreme Court of New South Wales to make this decision.
- (d) For the purposes of clarity, if the Company is wound up, any Surplus Assets and Gift Funds must not be distributed to a Member or a former Member of the Company, unless that Member or former Member is an organisation described in **clause 2.7(a)**.

2.8 Accounts

True accounts must be kept of:

- (a) all money received and expended by the Company;
- (b) the matter in respect of which of those receipts or expenditure takes place; and
- (c) the property credits and liabilities of the Company.

Those accounts are to be available for inspection by the Members subject to any reasonable restrictions as to time and manner of inspection that may be imposed in accordance with the regulations of the Company for the time being.

3. MEMBERS

3.1 Admission of Members

The Company will admit as a Member any person who:

- (a) is approved as a Member by the Directors as being a person interested in the promotion of the objects of the Company;
- (b) pays the Membership Payment (if any), as determined by the Directors from time to time.

3.2 Classes of Members

The Directors may at any time determine different classes of Membership, with those classes having different rights and obligations attaching thereto as determined by the Directors.

4. REGISTER OF MEMBERS

The Secretary shall keep at the Office the Register and shall enter in it the full names and addresses of Members, the date upon which Members became Members and the date upon which any Member ceased to be a Member. The Register must not be used for any other purpose and is to be open for inspection by Members at the determination of the Directors.

5. CESSATION OF MEMBERSHIP

5.1 Lapse

A Member ceases to be a Member on the expiration of the period of Membership for the class of Member as determined by the Directors in accordance with **clause 3.2**.

5.2 Cease Membership

A Member may cease to be a Member by notice in writing to the Secretary and upon a receipt of such notice the Member ceases to be a Member.

5.3 Moneys due and payable

Any moneys due and payable under this Constitution by a Member to the Company at the time the Member ceases to be a Member continue to be due and payable notwithstanding that the person is no longer a Member.

5.4 Insolvency

A Member who becomes insolvent or becomes an insolvent under administration within the meaning of the Corporations Act immediately ceases to be a Member.

5.5 Rights of Member following cessation of Membership

Any person who ceases to be a Member shall forfeit all rights and privileges of Membership and shall have no claim upon the Company except rights or claims as a creditor (if any).

6. MEMBERS' LIABILITIES

The liability of a Member to contribute towards the payment of the debts and liabilities of the Company or the costs, charges and expenses of the winding up of the Company is limited to the amount set out in **clause 2.6**.

7. EXPULSION OF MEMBERS

If any Member:

- (a) wilfully refuses, fails or neglects to comply with the provisions of this Constitution and such refusal, failure or neglect continues thirty (30) days after notice has been given by the Directors to the Member; or
- (b) is guilty of any conduct which in the opinion of the Directors is prejudicial to the interests of the Company and the conduct cannot be or is not remedied after thirty (30) days' notice has been given by the Directors to the Member,

the Directors may, subject to approval of the Members at the next general meeting of the Members, expel the Member from the Company. The notice of meeting convening the general meeting shall state that the meeting is to consider the expulsion of the particular Member and the Member must be given the opportunity at the general meeting to put forward his or her case. Following approval of a Member's expulsion at a general meeting the Secretary must remove that Member's name from the Register.

8. MEMBER'S FAILURE TO PAY MEMBERSHIP PAYMENT

Without limiting **clause 7**, if a Member's Membership Payment remains due and unpaid for a period of 6 months from the date of demand by the Company, that person shall automatically cease to be a Member.

9. TRANSFER OF MEMBERSHIP

A right, privilege or obligation which a person has by reason of being a Member:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates on cessation of the person's Membership.

10. GENERAL MEETINGS

10.1 Annual general meeting

An annual general meeting of the Company must be held in accordance with the Corporations Act.

10.2 Holding of general meetings

General meetings are to be held at the times and places prescribed by the Company in general meeting or if no time or place is prescribed as are determined by the Directors.

10.3 Convening of general meetings

The Directors may whenever they think fit, and must upon a requisition made by Members in the same manner as provided for in section 249D of the Corporations Act, convene a general meeting of the Company.

10.4 Notice of meetings

At least 21 days' notice of a general meeting must be given to Members in accordance with this Constitution. The notice must specify the place day and hour of meeting and in the case of special business the general nature of that business and in the case of an election of Directors the names of the candidates for election.

10.5 Omission to give notice

The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice does not invalidate the proceedings at the meeting.

10.6 Special business

All business will be special that is transacted at:

- (a) a general meeting not being an annual general meeting; or
- (b) an annual general meeting with the exception of:
 - (i) the confirmation of the minutes of the proceeding meeting;
 - (ii) the receipt and consideration of the balance sheet, the profit and loss statement and the reports of the Board and the auditors;
 - (iii) the election of Directors; and
 - (iv) the transaction of any business which under the Corporations Act or this Constitution is required to be transacted.

10.7 Resolutions by Members without a general meeting

Any written resolution of Members (whether in one document or in several copies) signed by each Member entitled to vote is as valid and effectual as a resolution duly passed at a general meeting of the Company unless the Corporations Act requires a resolution to be passed at a general meeting of the Company.

11. PROCEEDINGS AT MEETINGS OF MEMBERS

11.1 Quorum

Two Members (present in person or by proxy or representative and entitled to vote) is a quorum for all general meetings. No business is to be transacted at any general meeting unless a quorum is present at the time the meeting proceeds to business.

11.2 Lack of quorum

If within 15 minutes after the time appointed for the meeting a quorum is not present, the meeting will stand adjourned to the same day in the next week at the same time and place or to such other day and place as the Directors determine. If at the adjourned meeting a quorum is not present within 15 minutes after the time appointed for the meeting 3 Members present in person or by proxy or representative will be a quorum and if such reduced quorum is not then present the meeting will be dissolved.

11.3 Chairperson

The Chairperson of Directors or in their absence the Deputy Chairperson may preside as Chairperson at every general meeting. If there is no Chairperson or Deputy Chairperson or if neither is present within 15 minutes after the time appointed for the meeting or if they are both unwilling to act as Chairperson of the meeting the Directors must choose another Director as Chairperson. If no Director is so chosen or if all the Directors present decline to take the chair the Members present must choose one of their own number to be Chairperson.

11.4 Adjournment

The Chairperson of a general meeting may with the consent of a meeting of Members at which a quorum is present (and must if directed by the meeting) adjourn the meeting from time to time and place but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.5 Notice of adjourned meeting

It is not necessary to give notice of an adjournment or of the business to be transacted at an adjournment meeting, unless the meeting is adjourned for 30 days or more in which case notice of the adjourned meeting is to be given as in the case of an original meeting.

11.6 Decision by Ordinary Resolution

Matters required to be determined by Ordinary Resolution shall be decided on a show of hands unless a poll is (before or on the declaration of the results of the show of hands) demanded by the Chairperson or (other than on the election of the Chairperson of a meeting or the adjournment of a meeting) by not less than 5 Members having the right to vote at the meeting.

11.7 Minutes as evidence of result

Unless a poll is duly demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried or carried unanimously or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book containing the minutes of the proceedings of the Company signed by the Chairperson will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.8 Taking a poll

If a poll is duly demanded it must be taken in the manner and at the time and place as the Chairperson of the meeting directs. The result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded provided that a poll on the election of a Chairperson of a meeting or on any question of adjournment must be taken at the meeting and without adjournment. The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. The demand for a poll may be withdrawn. In the case of a dispute as to the admission or rejection of a vote on a show of hands or on a poll the Chairperson shall determine the dispute and the determination made in good faith will be final and conclusive.

12. VOTES OF MEMBERS

12.1 Entitlement to vote

Every Member present in person or represented by proxy or representative has one vote, whether on a show of hands or on a poll.

12.2 Casting vote

In the case of an equality of votes whether on a show of hands or on a poll the Chairperson of the meeting at which the show of hands is taken or at which the poll is demanded is entitled to a casting vote in addition to the vote or votes to which he or she may be entitled as a Member.

13. PROXIES

13.1 Appointment of proxy

A Member may appoint one proxy only, who may be another Member, and that proxy is entitled to vote on a show of hands or on a poll. An instrument of proxy in which the name of the appointee is not filled in will be deemed to be given in favour of the Chairperson of the meeting to which it relates.

13.2 Instrument of proxy

The instrument appointing a proxy must be in writing signed by the appointor or of their attorney duly authorised in writing.

13.3 Proxy to be deposited at office

The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or executed or a certified copy of that power or authority (or a copy certified in another manner acceptable to the Directors) must be either deposited at or faxed to the Office (or other electronic, fax or physical address specified for that purpose in the notice convening the meeting) not less than 48 hours before the time for holding the meeting or adjournment meeting or taking of the poll at which the person named in the instrument proposes to vote and in default the instrument of proxy will not be treated as valid.

13.4 Form of proxy

Every instrument of proxy whether for a specified meeting or otherwise must as nearly as circumstances will admit be addressed to the Company in the following form:

ARUMA SERVICES VICTORIA LIMITED

I/We of

Being a member/members of the Company appoint

of

as my/our proxy to vote for me/us and on my/our behalf at the general meeting of the Company to be held on the _____ day of _____ 2... and at any adjournment thereof.

This form is to be used *in favour of/against the resolution.

****Strike out whichever is not desired. Unless otherwise instructed the proxy may vote as he thinks fit.***

As witness my/our hands/s this day of 2...

Signed by the said

in the presence of:

or in such other form as the Directors from time to time prescribe or in a particular case accept.

13.5 Power to demand poll

The instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll.

13.6 Votes of proxy

A vote given in accordance with the terms of an instrument of proxy is valid notwithstanding the previous death or unsoundness of mind of the appointor or revocation of the instrument or of the authority under which the instrument was executed provided that no intimation in writing of the death or unsoundness of mind or revocation has been received by the Company before the meeting or adjourned meeting at which the instrument is used. A proxy is not revoked by the appointor attending and taking part in any meeting but if the appointor votes on a resolution either on a show of hands or on a poll the person acting as proxy for that appointor has no vote as proxy on that resolution.

13.7 Identification of proxy

The Chairperson of a meeting may require a person as a proxy to establish to the satisfaction of the Chairperson that they are the person nominated as proxy in the form of proxy lodged under this Constitution and failing compliance that person may be excluded from voting either upon a show of hands or upon a poll.

13.8 Power of attorney

If a Member executes or proposes to execute an instrument or to act by or through an attorney they must:

- (a) produce to the Company for noting the instrument appointing the attorney;
- (b) pay the prescribed fee (if any) for that noting; and
- (c) (if required) file with the Company a certified copy of that instrument which is to be retained by the Company.

The Directors may on the first production of that instrument of attorney and from time to time subsequently require any evidence as they think fit that the instrument of attorney is effective and current.

14. DIRECTORS

14.1 Number

The number of Directors must not be less than 3 and not more than 12.

14.2 No remuneration

No Director (other than the Managing Director) or Member may be remunerated for their services as a Director or Member, however this **clause 14.2** does not preclude reasonable remuneration being paid to a Director or Member for services which are beyond the Director's or Member's obligations as a Director or a Member.

14.3 Directors' vacancies

The continuing Directors may act notwithstanding any vacancy in their numbers but should the number of Directors fall below the minimum number fixed in accordance with this Constitution the Directors may act for the purpose of increasing the number of Directors to the minimum, or for the purpose of summoning a general meeting of the Company, or in emergencies, but for no other purpose.

15. POWERS AND DUTIES OF DIRECTORS

15.1 Management of the Company

The management of the business and affairs of the Company is to be vested in the Directors who in addition to the powers and authorities conferred by this Constitution or otherwise may exercise all powers and do all acts and things as can be exercised or done by the Company and are not required to be exercised or done by the Company in general meeting.

15.2 Directors of wholly-owned subsidiaries

In accordance with Section 187 of the Corporations Act, the Directors of the Company are expressly authorised to act in the best interests of the Company's holding company (Aruma Services).

16. APPOINTMENT AND REMOVAL OF DIRECTORS

16.1 Single Member Company

- (a) If the Company has only one Member:
 - (i) **clause 16.2 to clause 16.8** do not apply; and
 - (ii) the sole Member may at any time by written notice to the Company:
 - (A) appoint any person as Director; and
 - (B) remove or substitute any Director.
- (b) If the Company has more than one Member, **clause 16.2 to clause 16.8** apply.

16.2 Appointment by general meeting

The Company in general meeting may by Ordinary Resolution appoint any Member as a Director, whether to reappoint an existing Director retiring from office, to appoint a Director in the place of a retiring Director, to fill a casual vacancy or as an addition to the number of Directors. The provisions of **clause 16.6** shall apply to any such appointment.

16.3 Term of appointment

- (a) A Director must resign at the end of the annual general meeting in the year which is the twelfth annual general meeting during his or her continuous service as Director excluding any annual general meeting at which he or she was first appointed.
- (b) If the Director who is to resign in accordance with **subclause 16.3(a)** has not been previously re-elected in accordance with this **subclause 16.3(b)** ("**Vacating Director**"), the other Directors may, by unanimous resolution, nominate the Vacating Director for re-election. If the Vacating Director is re-elected, the Vacating Director holds office only until the end of the next following annual general meeting ("**Extended Term**") and is not eligible for further re-election. For the purposes of clarity, the retirement of the Vacating Director at the end of the Extended Term shall not be taken into account in determining the Directors who are to retire in accordance with **clause 16.4**.

16.4 One-third retirement

- (a) With effect from the end of every annual general meeting one-third of the Directors for the time being, or, if their number is not 3 or a multiple of 3, then the number nearest one-third, shall retire from office.
- (b) A retiring Director is eligible for re-election.
- (c) Subject to **clause 16.3**, if a retiring Director wishes to be re-appointed, the re-appointment of that person shall not be put to a general meeting unless the other Directors by Ordinary Resolution have first voted to support that re-appointment.

16.5 Order of Retirement of Directors

The Directors to retire at an annual general meeting are those who have been longest in office since their last election, but, as between persons who became Directors on the same

day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.

16.6 Casual vacancies or additional appointments

- (a) The Directors may at any time appoint any Member to be a Director to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors does not at any time exceed the number determined in accordance with **clause 14.1**.
- (b) Any Director appointed under **clause 16.2 or clause 16.6(a)** to fill a casual vacancy or as an addition to the number of Directors holds office only until the end of the next following annual general meeting and is then eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at that meeting.

16.7 Nominations

No person is, unless recommended by the Directors for election or appointed pursuant to **clause 16.6**, eligible for election as a Director at any general meeting unless that person or a Member intending to nominate that person has at least thirty (30) days before the meeting left at the Office a notice signed by the nominee consenting to the nomination and appointment and signifying his or her candidature for the office or the intention of such Member to nominate that person. Notice of each candidature must at least seven (7) days before the meeting at which an election is to take place be served by the Company on each Member.

16.8 Removal of Directors

The Company in general meeting may remove a Director from office by Ordinary Resolution. However, no resolution for the removal of a Director from office is to be put to a general meeting unless notice signed by a Member duly qualified to vote at that meeting and signifying the intention of that Member to propose that resolution is received by the Company not less than thirty (30) days before the date appointed for holding the meeting.

17. MANAGING DIRECTORS

17.1 Appointment and removal

- (a) The Directors may from time to time:
 - (i) appoint the chief executive officer employed by the Company from time to time (if any) to the office of Managing Director of the Company and (subject to the provisions of any contract between that person and the Company) define, limit and restrict his or her powers and duties and fix his or her remuneration and term of appointment as Managing Director (subject to compliance with the Corporations Act); and
 - (ii) remove any Managing Director so appointed from that office and appoint another chief executive to that office as Managing Director.
- (b) A Director who is appointed other than pursuant to **clause 17.1(a)** may not be appointed to the position of Managing Director.

17.2 Status

A Managing Director, while he or she holds that office:

- (a) is not subject to retirement by rotation;
- (b) is not taken into account in determining the retirement by rotation of Directors;

- (c) is subject to any contract between him or her and the Company and to this Constitution (including the same provisions as to resignation, disqualification and removal as apply to the other Directors);
- (d) immediately ceases to be a Director if he or she ceases to hold the office of Managing Director for any reason; and
- (e) shall be subject to the control of the Board.

18. DISQUALIFICATION OF DIRECTORS

The office of a Director must ipso facto be vacated if:

- (a) the Director ceases to be or is removed as a Director pursuant to the Corporations Act;
- (b) the Director becomes an insolvent under administration or makes any composition or arrangement with his or her creditors or any class of them;
- (c) the Director 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;
- (d) the Director resigns from office by notice in writing to the Company;
- (e) the period for which the Director is appointed expires;
- (f) the Director, without the permission of the other Directors, is absent from the meetings of the Directors for more than half of the meetings of the Directors in any six (6) month period;
- (g) the Director is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of that interest as required by the Corporations Act.

19. DIRECTORS' CONTRACTS

19.1 Directors' interests

Subject to the Corporations Act:

- (a) no Director or proposed Director is disqualified by that office from:
 - (i) entering into a contract, agreement or arrangement with the Company;
 - (ii) becoming or remaining a Director of any company in which the Company is in any way interested or which is in any way interested in the Company;
- (b) no contract, agreement or arrangement in which a Director is in any way interested, entered into by or on behalf of the Company can be avoided; and
- (c) no Director who:
 - (i) enters into a contract, agreement or arrangement in which the Director has an interest; or
 - (ii) is a Director of the other Company with which the Company has entered into the contract, agreement or arrangement, is liable to account to the Company for any profits or remuneration realised by that Director as a result of their being interested or being a director of the other company.

19.2 Declaration of interest

- (a) The nature of a Director's interest in any contract agreement or arrangement must be declared by that Director at a meeting of the Directors in accordance with the Corporations Act as soon as practicable after the relevant facts have come to his or her knowledge.

- (b) A general notice that a Director is a Member of any specified firm, partnership, entity or corporation and is to be regarded as interested in all transactions with that firm or corporation is a sufficient declaration under this **clause 19.2** as regards the Director and the transactions. After giving the general notice it is not necessary for the Director to give any special notice relating to any particular transaction with that firm or corporation. It is the duty of the Secretary to record in the minutes any declaration made or any general notice given by a Director in pursuance of this Clause.

19.3 Votes by interested Directors

Subject to the Corporations Act, a Director who has a material personal interest in a matter that is being considered at a meeting of Directors (including, without limitation, a proposal to remunerate a Director):

- (a) must not vote on the matter (or in relation to a proposed resolution under paragraph (b) of this **clause 19.3** in relation to the matter, whether in relation to that or a different Director); and
- (b) must not be present while the matter (or a proposed resolution of that kind) is being considered at the meeting,
- (c) unless:
- (d) the matter applies to an interest that the Director has as a Member in common with the other Members; or
- (e) the Directors have passed a resolution that specifies the Director, the interest and the matter, and states that the Directors voting for the resolution are satisfied that the interest should not disqualify the Director from considering or voting on the matter.

The provisions of paragraphs (c) and (d) shall not apply to a proposal to remunerate a Director.

20. DIRECTORS' CONFLICTS OF INTEREST

A Director who holds an office or possesses a property whereby duties or interests might be created whether directly or indirectly in conflict with their duties or interests as Director must, declare at a meeting of the Directors the fact and the nature, character and extent of the conflict.

21. PROCEEDINGS OF DIRECTORS

21.1 Board meetings

Until otherwise determined by the Directors, 3 Directors constitute a quorum.

21.2 Calling of meetings

A Director may at any time and the Secretary must upon the request of a Director convene a meeting of Directors.

21.3 Notice of meetings

Not less than 5 Business Days' Notice of a Board meeting is to be given to all Directors except to a Director whom the Secretary when giving notice to other Directors reasonably believes to be outside Australia. Notice of Directors' Meetings may be given in the same manner as provided in **clause 29.1**.

21.4 Chairperson of meetings

The Directors may elect a Chairperson and a deputy-Chairperson of their meetings and determine the period for which each is to hold office. If no Chairperson or deputy-

Chairperson is elected or if at any meeting neither the Chairperson nor the deputy- Chairperson is present at the time appointed for holding that meeting the Directors present must elect one of their number to be Chairperson of that meeting.

21.5 Decision of questions

Subject to **clause 21.9**, questions arising at any meeting of Directors are to be decided by a majority of votes. Each Director has one vote and a determination by a majority of the Directors will for all purposes be deemed a determination of the Directors. In case of an equality of votes at a meeting at which more than two Directors are present the Chairperson has a second or casting vote.

21.6 Delegation to committees

The Directors may delegate any of their powers to Committees consisting of Directors or other persons as the Directors think fit. Any Committee formed must in exercise of the powers delegated comply with any regulations that may be imposed on it by the Directors.

21.7 Procedure of committees

The meetings and proceedings of Committees consisting of more than 1 person are to be governed by the provisions of this Constitution regulating the meeting and proceedings of the Directors so far as they are applicable and are not superseded by any regulations made by the Directors under this Constitution.

21.8 Validation of irregular acts

All acts done by any meeting of the Directors or by a Committee or by any person acting as a Director will, even if it is later discovered that there was some defect in the appointment or continuance in office of a Director or person acting as aforesaid or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director and had been entitled to vote.

21.9 Written resolutions

A resolution in writing signed by all the Directors for the time being in Australia (not being less than a quorum) is as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted. That resolution may consist of several copies of a document each signed by one or more Directors.

21.10 Voting authority

A Director who is unable to attend a meeting of the Directors may authorise another Director to vote at that meeting and the Director authorised will have a vote for each Director by who they are so authorised in addition to their own vote. Any such authority must be in writing or by facsimile transmission which must be produced at the meeting at which it is to be used and be left with the Secretary for retention with the Company's records.

22. MEETINGS OF DIRECTORS BY TELEPHONE OR AUDIO-VISUAL TRANSMISSION

A Director may, and on the request of a Director the Secretary must, convene a Board meeting by the contemporaneous linking by telephone or live audio-visual transmission (or similar) of a number of Directors not less than a quorum provided that:

- (a) **notices:** each Director entitled at the relevant time to receive notice of a Board meeting receives prior notice that the meeting will be by telephone or live audio-visual transmission (which notice may be given by telephone or live audio-visual transmission);

- (b) **facilities:** each Director entitled to receive notice under paragraph (a) is reasonably able to be linked to the other entitled Directors by telephone or live audio-visual transmission (as the case may be) for the purpose of the proposed meeting;
- (c) **hearing:** each Director participating in the meeting is able to hear each other participating Director at the commencement of the meeting.
- (d) **acknowledgement:** at the commencement of the meeting each Director acknowledges his or her presence for the purpose of the meeting to all other participating Directors;
- (e) **absence:** no Director leaves the meeting by disconnecting his or her telephone or audio-visual equipment unless the Chairperson of the meeting has previously given express consent and for the purpose of this Deed a Director is conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless the Chairperson has previously given express consent to the Director leaving the meeting; and
- (f) **minute:** a minute of the proceedings of the meeting by telephone or audio visual transmission is certified to be correct by the Chairperson for the purpose of providing sufficient evidence of those proceedings and of the observance of all necessary formalities.

If the requirements of the foregoing provisions are satisfied in respect of a Board meeting held by telephone or live audio-visual transmission, the Board meeting shall not be invalidated by reason only that it was not convened as a meeting by telephone or live audio-visual transmission.

23. BORROWING AND MERGER POWERS

The Directors may exercise all the powers of the Company to borrow money, to mortgage or charge all or part of its undertaking assets and uncalled capital, to issue debentures, debenture stock and other securities outright or as security for any debt, contract, guarantee, engagement, obligation or liability of the Company or of any third party, and to cause the Company to amalgamate, consolidate or otherwise merge with or into another organisation, and on the terms and conditions as the Directors think fit.

24. NO ALTERNATE DIRECTORS

Subject to **clause 21.10**, no Director may appoint an alternate Director.

25. MINUTES

The Directors shall cause minutes to be kept in accordance with the Corporations Act:

- (a) of the names of the Directors present at each meeting of the Directors and of any Committee; and
- (b) of all resolutions and proceedings of general meetings and of meetings of Directors and of Committees.

The minutes are to be signed by the Chairperson of the meeting at which the proceedings were held or by the Chairperson of the next succeeding meeting.

26. LOCAL MANAGEMENT

26.1 Management

The Directors may from time to time provide for the management of the affairs of the Company in any part of Australia or elsewhere in such manner as they think fit and the following clauses are without prejudice to the general powers conferred by this **clause 26.1**.

26.2 Agencies, branch offices, etc.

The Directors may establish agencies, branch offices and Regional Advisory Boards as they think fit and may do all acts, matters and things as may be necessary for that purpose. The Directors may make regulations for the management of the agency branch office or Regional Advisory Board as they from time to time think proper. The Directors may from time to time discontinue any agency branch office or Regional Advisory Board or the appointment of any person holding office in the agency, branch office or Regional Advisory Board. The Managing Director may appoint and remove Regional Advisory Board members.

26.3 Exercise of the power of the Company

The Directors may exercise all the powers of the Company in relation to any official seal for use outside the State or Territory of incorporation and in relation to branch registers.

27. SECRETARY

One or more Secretaries must be appointed by the Directors in accordance with the Corporations Act for the terms at the remuneration and upon the conditions as the Directors think fit. Any Secretary so appointed may be removed by the Directors.

28. ACCOUNTS

28.1 Accounting and other records

The Directors must cause proper accounting and other records to be kept and distribute copies of balance sheets if required by the Corporations Act. The Directors must from time to time determine whether and to what extent and at what times and place and under what conditions or regulations the accounting and other records of the Company or any of them are to be open to the inspection of Members not being Directors. No Member (not being a Director) has a right of inspecting any account or book or paper of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.

28.2 Auditors

An auditor or auditors are to be appointed and may be removed and their remuneration, rights and duties regulated in accordance with the Corporations Act.

29. NOTICES

29.1 Modes of giving notice

A notice may be given by the Company to any Member either personally or by sending it by post to them at their registered address. Where a notice is sent by post, service of the notice is deemed to be effected by properly addressing prepaying and posting a letter containing and to have been effected at the time at which the letter would be delivered in the ordinary course of post. If the Directors determine, a notice may be given by facsimile transmission and service of the notice is deemed to be effected at the time at which in the ordinary course the facsimile transmission would be delivered. If the Directors determine, a notice may be sent by e-mail to the e-mail address provided by a Member for the purposes of service and service of the notice is deemed to be effected at the time specified in a delivery confirmation report received by the sender, or, if such a confirmation report is not received (and in the absence of a delivery failure notification), on the following Business Day after the date of sending the message.

29.2 Persons entitled to notice of general meeting

- (a) Notice of every general meeting must be given in the manner authorised to:
 - (i) every Member;
 - (ii) the Auditor for the time being (if any) of the Company.

- (b) No other person is entitled to receive notices of general meetings.

29.3 Signature to notice

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

30. DIRECTORS AND OFFICERS INDEMNITY AND INSURANCE

30.1 Indemnity

To the extent permitted by law including by the Corporations Act and the Competition and Consumer Act 2010 (Cth), the Company must indemnify each person who is, or has been, a director or secretary of the Company or any of its subsidiaries against any liability arising directly or indirectly from the person serving or having served in that capacity:

- (a) to any other person except for:
 - (i) a liability owed to the Company or a related body corporate;
 - (ii) a liability for a pecuniary penalty or compensation order made under the Corporations Act; or
 - (iii) a liability that is owed to someone (other than the Company or a related body corporate) which did not arise out of conduct in good faith; and
- (b) for legal costs incurred in defending an action for liability incurred as a director or a secretary of the Company or any of its subsidiaries if the costs are not incurred:
 - (i) in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under **clause 30.1(a)**;
 - (ii) in defending or resisting criminal proceedings in which the person is found guilty;
 - (iii) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to be established; or
 - (iv) in connection with proceedings for relief to the person under the Corporations Act in which the court denies relief.
- (c) **Clause 30.1(b)(iii)** does not apply to costs incurred in responding to actions brought by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order.

30.2 Insurance

The Company may, to the extent permitted by law, purchase and maintain insurance, or pay or agree to pay a premium for insurance, for a person who is, or has been, a director or secretary of the Company or any of its subsidiaries against any liability:

- (a) arising directly or indirectly from the person serving or having served in that capacity including, but not limited to, a liability for negligence except where the liability arises out of:
 - (i) conduct involving a wilful breach of duty in relation to the Company or any of its subsidiaries; or
 - (ii) a contravention of the Corporations Act dealing with improper use of position or information; or
- (b) for legal costs and expenses incurred in defending proceedings, whether civil or criminal and whatever their outcome.

31. GIFT FUND

The Company must maintain a gift fund as required pursuant to the ITAA1997. The gift fund must be maintained solely for the purposes of the Company and in accordance with that Act.

32. ALTERATION OF CONSTITUTION

This Constitution shall not be altered without all necessary governmental approvals being obtained.

33. DISPUTE RESOLUTION

- (a) The dispute resolution procedure in this **clause 33** applies to disputes (disagreements) under this constitution between a Member or Director and:
 - (i) one or more Members
 - (ii) one or more Directors, or
 - (iii) the Company.
- (b) A member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure (including one relating to expulsion of a Member) until the disciplinary procedure is completed. Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it. If those involved in the dispute do not resolve it, they must within 10 days:
 - (i) tell the Directors about the dispute in writing
 - (ii) agree or request that a mediator be appointed, and
 - (iii) attempt in good faith to settle the dispute by mediation.
- (c) The mediator must:
 - (i) be chosen by agreement of those involved, or
 - (ii) where those involved do not agree:
 - (A) for disputes between Members, a person chosen by the Directors, or
 - (B) for other disputes, a person chosen by either the Commissioner of the ACNC or the president of the law institute or society in the state or territory in which the Company has its registered office.
- (d) A mediator chosen by the Directors:
 - (i) may be a Member or former member of the company
 - (ii) must not have a personal interest in the dispute, and
 - (iii) must not be biased towards or against anyone involved in the dispute.
- (e) When conducting the mediation, the mediator must:
 - (i) allow those involved a reasonable chance to be heard
 - (ii) allow those involved a reasonable chance to review any written statements
 - (iii) ensure that those involved are given natural justice, and
 - (iv) not make a decision on the dispute.