



Constitution of
Wildlife Warriors Ltd
ACN 102 721 513

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1 PRELIMINARY

1.1 All of the replaceable rules set out in the Act which the Company is entitled to displace, are displaced by the clauses set out in this constitution.

1.2 Definitions

The following expressions in this constitution have the meaning below:

ACNC means the Australian Charities and Not-for-Profits Commission.

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

Act means *Corporations Act 2001* (Cth).

Alternate Director has the same meaning given to that term under clause 9.1.

ATO means the Australian Taxation Office.

Business Day means a week day that is not a public holiday or bank holiday in Beerwah, Queensland.

Board means the Directors acting collectively under this constitution.

Chairperson means the Chairperson of the Board.

Company means the company named at the beginning of this constitution.

Directors means all directors of the company, including Elected Directors and Ongoing Directors.

DGR category for environmental organisations means the list of organisations under the Commonwealth tax-deductibility scheme for environmental organisations enabled under the Tax Act.

Elected Director means a Director elected by the Members of the Company under clause 7.6.

Financial Year means the twelve months commencing 1 July in any year, or such other period as the Company has elected and notified to the ACNC from time to time.

Fund means the Wildlife Warriors Gift Fund.

Insolvency Event means an event by which a person:

- (a) is insolvent, insolvent under administration, or states that it is unable to pay its debts when they become due and payable;
- (b) is placed in or under any form of external administration including if a party or its property is subject to the appointment of an administrator, a controller, receiver or receiver and manager, a liquidator or an official manager;

- (c) is made subject to any compromise or arrangement with any of its creditors or Members or scheme for its reconstruction or amalgamation, otherwise than as a result of voluntary corporate reconstruction;
- (d) is wound up or dissolved, or an order or resolution is made to wind up or dissolve the party;
- (e) is or applies to be protected from any of its creditors under any applicable legislation; and/or
- (f) has anything similar to any of the events in paragraphs (a) to (e) happen to it under the law of any applicable jurisdiction.

Member means a Member of the Company approved under clause 6.1 of this Constitution

Objects has the meaning given to that term under clause 3 of this Constitution.

Ongoing Directors means Terri Raines Irwin, Bindi Sue Irwin, and Robert Clarence Irwin.

Ordinary Resolution means at least 51% of Members must vote in favour for a resolution to pass.

Negotiable Instrument means a signed document that promises a sum of payment to a specified person or the assignee.

Responsible Persons means someone nominated to serve on the Management Committee for the Fund who satisfies the categories and requirement listed by the ATO.

Secretary means, during the term of that appointment, a person appointed as a Secretary of the Company in accordance with this constitution.

Special Resolution means at least 75% of Members must vote in favour for a resolution to pass.

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

1.3 Interpretation

- (a) Words importing the singular include the plural and vice versa.
- (b) Words importing a gender include any gender.
- (c) Words or expressions defined in the Act have those meanings.
- (d) Except so far as the contrary intention appears in this constitution, an expression has, in a provision of these clauses that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.
- (e) Headings are for convenience only, and do not affect interpretation.
- (f) A reference to:
 - (i) a party includes its administrators, successors, substitutes by novation and assigns

- (ii) any legislation includes legislation varying consolidating or replacing that legislation and includes all regulations or other instruments issued under that legislation
- (iii) a person includes a body incorporated or unincorporated, partnership or any legal entity
- (iv) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated.

2 NAME, STRUCTURE & HISTORY

- 2.1 The name of the Company is Wildlife Warriors Ltd.
- 2.2 The Company is limited by Guarantee and the liability of the Members is limited as provided in this document.
- 2.3 The Company has the powers set out in section 124 of the Act.

3 OBJECTS

- 3.1 The objects of the Company are to pursue the following charitable purposes (**Objects**):
 - (a) To protect and enhance the natural environment;
 - (b) To provide information to and educate members of the public on wildlife and their habitats and to improve awareness of the needs of species at risk;
 - (c) To encourage members of the public to protect wildlife and to engage in recovery and conservation actions through improved wildlife awareness;
 - (d) To undertake biological research of wildlife and their habitat;
 - (e) To collect information about the threats to species survival, identifying the critical habitat of species and determining what is needed to ensure survival of the species;
 - (f) To protect wildlife habitats and native wildlife including the safeguarding of native wildlife and threatened or endangered species;
 - (g) To undertake recovery programs where feasible, to assist in removing species from threatened or 'endangered' status;
 - (h) To provide research grants to persons undertaking or proposing to undertake approved research activities or courses of education relevant to, or in line with, the Objects of the Company;
 - (i) To publish, or otherwise make available, the results of any research conducted by the Company and any information, research papers and other publications prepared or developed by the Company or any persons involved in research on behalf of the Company;
 - (j) To enter into co-operative arrangements or projects with other institutions, bodies or associations which have similar or complementary objectives to those of the Company;

- (k) To acquire, lease or establish real property and facilities which may be necessary or desirable for carrying out the Objects of the Company;
- (l) To promote the education and training of conservationists and to develop high levels of expertise among conservationists involved in carrying out the Objects of the Company;
- (m) To establish and maintain a fund to be called the Wildlife Warriors Gift Fund for the specific purpose of supporting the Objects of Wildlife Warriors Ltd;
- (n) Generally, to enter into any agreements and contracts and to do any thing as may be deemed necessary or expedient for the purpose of furthering the Objects and the interests of the Company

4 APPLICATION OF INCOME & PROPERTY

- 4.1 All income and property of the Company must be applied solely towards the promotion of the Objects of the Company and no portion will be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Members of the Company.
- 4.2 Nothing in clause 4.1 prevents payment:
 - (a) for services actually rendered to the Company including as an employee by any Member or Director or for goods and/or services supplied in the usual and ordinary way of business by any Member or Director;
 - (b) of interest on money borrowed from any Member or Director at not more than commercial rates;
 - (c) of rent for premises leased by any Member or Director to the Company provided that the rent is reasonable and proper;
 - (d) of remuneration (including contributions for superannuation and retirement benefits) to Directors as permitted in accordance with clause 13 of this constitution; or
 - (e) of insurance premiums for Directors and officers as permitted by this constitution.

5 WINDING UP

- 5.1 If the Company is wound up, each Member of the Company undertakes to contribute to the assets of the Company an amount not exceeding \$10 AUD for payment of the debts and liabilities of the Company including the costs of the winding up.
- 5.2 The undertaking under clause 5.1 continues for one year after a Member ceases to be a Member of the Company.
- 5.3 If the Company is wound up or dissolved, or if the Company's status as a Company to which gifts can be deducted under the Tax Act is revoked, any property remaining after the satisfaction of the debts and liabilities of the Company will not be paid to or distributed among the Members but will be given or transferred to an organisation which:
 - (a) has similar Objects to the Company;

- (b) is a deductible gift recipient for the purposes of any Commonwealth Taxation Act;
- (c) has been nominated by the Board; and
- (d) has been approved by an ordinary resolution of Members.

6 MEMBERSHIP

- 6.1 The Company must have at least three (3) members of the Company at all times.
- 6.2 A person is eligible for Membership of the Company if:
 - (a) they are an individual or corporation who is a resident of Australia;
 - (b) in the opinion of the Board, the person supports the purposes and Objects of the Company; and
 - (c) they pay the joining fee and the first annual subscription fee to be determined by the Board.
- 6.3 If a person satisfies the eligibility criteria specified in clause 6.1, that person may apply to the Board for Membership of the Company.
- 6.4 Any application for Membership of the Company must:
 - (a) be signed by the applicant, which may include signature by any electronic means approved by the Board
 - (b) be in the form prescribed by the Board from time to time, which may include an application by electronic means.
- 6.5 The Board will consider any application received under clause 6.2 at its next meeting after receipt of the application.
- 6.6 The Board may, in its absolute discretion, grant or deny Membership of the Company to persons on such terms and with such rights as they determine.
- 6.7 After receiving a nomination for Membership under clause 6.2, the Board must decide whether or not the application is to be approved.
- 6.8 As soon as reasonably practicable after making the decision, the Secretary must write to the nominee to inform the nominee whether or not their Membership has been approved.
- 6.9 If the applicant is not approved, the joining fee and first annual subscription fee will be refunded.
- 6.10 A Member must pay an annual subscription fee by 1 July each year.
- 6.11 Any person will cease to be a Member of the Company if they:
 - (a) resign as a Member of the Company by notice in writing to the Company;
 - (b) become the subject of an Insolvency Event or are subject to any form of insolvent administration;
 - (c) become of unsound mind or are physically or mentally incapable of performing the duties of Membership;

- (d) are determined by the Board as no longer supporting the Objects of the Company as set out in clause 3.1;
- (e) fail to pay any subscription fees that were payable under clause 6.9 by 30 September;
- (f) are determined by the Board as no longer satisfying the eligibility criteria for Members as set out in clause 6.1; or
- (g) die.

7 DIRECTORS

7.1 The Board of the Company consists of a maximum of:

- (a) three Ongoing Directors; and
- (b) up to three Elected Directors.

7.2 At all times the Company must have:

- (a) at least two Ongoing Directors;
- (b) at least one Director elected by Members under clause 7.6; and
- (c) no more than six Directors in total until otherwise decided by special resolution at a general meeting.

7.3 At each annual general meeting when there is a vacancy, the Members will elect persons to the office of Director in accordance with the election process set out in clause 7.6 so that up to three Directors on the Board hold office as Elected Directors under clause 7.6.

7.4 If there are insufficient nominations to fill the vacancies on the Board, then all persons nominated will be deemed to be elected under this clause and any remaining vacancies will remain vacant until the next annual general meeting of the Company.

7.5 Any Elected Director of the Company must, at all times while they hold the office of Elected Director, be a Member of the Company.

7.6 **Elected Directors** must be elected according to the following process:

- (a) Any two Members of the Company may nominate any other Member to serve as an Elected Director.
- (b) The nomination must be:
 - (i) in writing;
 - (ii) signed by a proposing Member and seconding Member; and
 - (iii) lodged with the Secretary at least 14 days before the meeting at which the election is to take place unless the Board resolves to accept nominations on shorter notice.
- (c) The Secretary must compile a list of the candidates' names in alphabetical order, with the names of the proposing Member and the seconding Member and at least seven (7) days immediately preceding the meeting at which the election is to take place:

- (i) post it in a conspicuous place in the registered office of the Company;
 - (ii) post it in the Member's section of the Company's website (if the Company has one); or
 - (iii) send it to all Members who have voting rights with the voting instructions and notice of annual general meeting.
 - (d) If the number of candidates is equal to or less than the number of vacancies, the Board may appoint the candidates on the appointment date without holding a ballot.
 - (e) If a ballot is required, the Secretary must prepare balloting lists containing the names of the candidates in alphabetical order and send those lists to each Member at least 10 days before the meeting at which the election is to take place.
 - (f) Subject to clause 7.6(g), Members may vote in person at the general meeting, by post, or by electronic means as permitted by the Board.
 - (g) A Member is not entitled to vote at a general meeting unless all moneys presently payable to the Company by that Member have been paid.
 - (h) If voting by post or by electronic means, each Member is entitled to one vote and only votes received at the registered office of the Company, or at the return postal address in the notice accompanying the ballot listing, by 5pm at least five Business Days prior to the meeting will be counted in the election.
 - (i) The number of postal and electronic votes received will be recorded in the minutes of the general meeting.
 - (j) Each Member personally present at the general meeting at which the election is to take place, and who has not voted by post or by electronic means, will be given a ballot listing containing the names of candidates in alphabetical order and will be entitled to one vote in accordance with the ballot paper instructions.
 - (k) The number of votes personally cast at the general meeting will be recorded in the minutes of the general meeting.
 - (l) Subject to clause 7.6(h), the postal votes and votes by electronic means received and the votes cast at the general meeting will be counted and tallied at the general meeting and recorded in the minutes of the general meeting.
 - (m) The candidates with the highest number of votes in the ballot will be elected to fill each vacancy on the Board.
 - (n) The appointment date for Directors appointed under this clause is the date of the annual general meeting of the Company.
- 7.7 Each Elected Director is elected for a period of two (2) years (***Elected Term***).
- 7.8 At the end of the Elected Term, an Elected Director:
- (a) must retire from office; and
 - (b) may stand for re-election on their retirement from office in accordance with the rules outlined under clauses 7.6 to 7.8.

- 7.9 **Ongoing Directors** are currently appointed to the office of Director and are not subject to Member elections.
- 7.10 In the event an Ongoing Director position becomes vacant for any reason, a majority of the remaining Ongoing Directors may appoint a replacement Ongoing Director.
- 7.11 An Ongoing Director is appointed indefinitely unless clause 7.12 applies.
- 7.12 The office of a Director automatically becomes vacant if the person who holds the office:
- (a) is required to comply with clause 7.5 and ceases to be a Member of the Company;
 - (b) becomes the subject of an Insolvency Event or are subject to any form of insolvent administration;
 - (c) is not permitted by the Act to be a Director or vacates office by force of a provision of the Act;
 - (d) becomes of unsound mind or physically or mentally incapable of performing the functions of that office;
 - (e) is absent without the consent of the Directors from five consecutive Board meetings;
 - (f) resigns by notice in writing to the Company;
 - (g) is removed from office pursuant to clause 7.14 or 7.15;
 - (h) dies; or
 - (i) the person was appointed to the office for a specified period and that period expires.
- 7.13 Any casual vacancy occurring in the office of an Elected Director may be filled by the Board provided that the person who fills the vacancy will hold office only until the next annual general meeting following his or her appointment and will be eligible for re-election at that annual general meeting.
- 7.14 An Elected Director can be removed from office by special resolution of the Members, whether or not a Director's appointment was expressed to be for a specified period.
- 7.15 A Director may be removed by a unanimous resolution of all remaining Directors of the Board.
- 7.16 If the number of Directors is reduced below the minimum required by clause 7.2, the continuing Directors may act as the Board only:
- (a) to appoint Directors up to that minimum number;
 - (b) to convene a meeting of Members; or
 - (c) in emergencies.

8 SECRETARY

- 8.1 The Company must have at least one Secretary, who may also be a Director, and is appointed by the Board.
- 8.2 The Board may suspend or remove a Secretary from office.
- 8.3 A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as determined by the Board.
- 8.4 The exercise of those powers and authorities and the performance of those duties by the Secretary is subject at all times to the control of the Board.
- 8.5 A Secretary who is not a Director will not have any voting rights at Board meetings.

9 ALTERNATE DIRECTORS

- 9.1 Each Director may nominate any person who is a Member (and approved by the Board) to act as an Alternate Director in their place during any absence from Australia or inability to act or attend as a Director (***Alternate Director***).
- 9.2 The Alternate Director must be subject in all respects to the terms and conditions applicable to other Directors and the Alternate Director will exercise and discharge all the duties, be entitled to, and may exercise all the authorities, prerogatives, privileges and powers of the Director who the person represents.
- 9.3 The appointer may terminate the appointment of an Alternate Director at any time notwithstanding that the period of the appointment has not expired.
- 9.4 A Director may only appoint or terminate the appointment of an Alternate Director by a notice in writing and must serve a copy of the notice on the Company.
- 9.5 If the appointor vacates office as a Director, the appointment of an Alternate Director immediately ceases.

10 POWERS OF THE BOARD

- 10.1 Subject to the Act and to any other provision of this constitution, the Board will manage the business of the Company.
- 10.2 The Directors may exercise all powers of the Company that are not, by the Act or by this Constitution, required to be exercised by the Company in general meeting.
- 10.3 A power of the Board can be exercised only by resolution passed or treated by clause 15 as passed, at a meeting of the Board, or in accordance with clause 22.
- 10.4 The Board must decide the manner in which negotiable instruments can be executed, accepted or endorsed for and on behalf of the Company.
- 10.5 The Company may execute, accept or endorse negotiable instruments only in the manner for the time being decided by the Board.

11 DELEGATION OF BOARD POWERS

- 11.1 The Board may delegate any of its powers to:
 - (a) a single Director; or

- (b) a committee consisting of at least two Ongoing Directors and which may include persons who are not Directors.
- 11.2 A delegation of powers under clause 11.1 may be:
 - (a) for a specified period; and
 - (b) on the terms and subject to any restrictions the Board decides.
- 11.3 Any delegation made by the Company in relation to the administration of fundraising by the Company complies with the requirements of any laws relating to fundraising.
- 11.4 The Board may revoke a delegation at any time, regardless whether the delegation is expressed to be for a specified period.
- 11.5 Any power exercised in accordance with a delegation of the Board is taken to be exercised by the Board.
- 11.6 Subject to the terms on which a power of the Board is delegated to a committee, the meetings and proceedings of committees are, as far as practicable, governed by the clauses of this constitution which regulate the meetings and proceedings of the Board.

12 DIRECTORS' DUTIES & INTERESTS

- 12.1 A Director is not disqualified by reason only of being a Director from:
 - (a) holding any office or place of profit or employment, other than that of the Company's auditor, or being a Member or creditor, of any corporation (including the Company) or partnership other than the auditor; or
 - (b) entering into any agreement with the Company.
- 12.2 A conflict of interest is present when a Director:
 - (a) is in any way interested in a contract or proposed contract with the Company; or
 - (b) holds any office or possesses any property as a result of which duties or interests might be created that are directly or indirectly in conflict with that Director's duties or interests as a Director.
- 12.3 A Director must declare the nature and extent of an interest or conflict at the first Board meeting held after the relevant facts come to the Director's knowledge.
- 12.4 Where a Director's interest relates to their employment or professional business and is of a confidential nature then, to the extent possible, the Director must declare the nature and extent of their interest and must also advise the Board of the reasons why he or she is not able to fully disclose the nature or extent of their interest.
- 12.5 Each Director must comply with the Act and this Constitution in relation to being present, and voting, at a Board meeting that considers a matter in which the Director has a material personal interest.
- 12.6 Subject to the Act:
 - (a) a Director may be counted in a quorum at a Board meeting that considers, and may vote on, whether the Company enters into an agreement or proposed agreement in which that Director has an interest;

- (b) the Company may enter into the agreement and the Director may participate in the execution of any relevant document by or on behalf of the Company;
 - (c) the Director may be counted in a quorum at a Board meeting that considers, and may vote on, matters involving the agreement;
 - (d) if disclosure under clause 12.3 is made before the agreement is entered into the:
 - (i) Director may retain benefits under the agreement even though the Director has an interest in the agreement, and
 - (ii) Company cannot avoid the agreement merely because of the existence of the interest.
- 12.7 All Directors must have a Director Identification Number and disclose same to the Company for record keeping and auditing purposes only.

13 DIRECTORS' REMUNERATION

- 13.1 The Company must not pay fees to a Director for acting as a Director.
- 13.2 Subject to any agreement with the Company, the Directors may be provided remuneration for services rendered to the Company.
- 13.3 For the purposes of this clause, remuneration includes salary, fringe benefits and superannuation contributions provided by the Company or other elements as is from time to time determined by a resolution of the Directors, but it does not include:
- (a) any payment as compensation for loss of office or in connection with retirement from office; or
 - (b) an indemnity under clause 14.
- 13.4 If a Director, at the request of the Board and for the purposes of the Company, performs extra services or makes special exertions (including going or living away from the Director's usual residential address), the Company may remunerate that Director for doing so.
- 13.5 The Company may pay the Directors' travelling and other expenses they properly incur:
- (a) in attending Directors' meetings and any committee meetings, or
 - (b) in attending any general meetings of the Company, or
 - (c) otherwise in connection with the Company's business.

14 OFFICERS INDEMNITY & INSURANCE

- 14.1 Subject to the Act, the Company must, to the extent the person is not otherwise indemnified, indemnify every officer (as defined in the Act) of the Company and may indemnify its auditor against a liability:
- (a) incurred, in their respective capacities, to the Company, to a related body corporate or to a person other than the Company (including a liability incurred as a result of appointment or nomination of the Company or subsidiary as a trustee or as an officer of another corporation) unless the liability arises out of conduct

involving a lack of good faith or is for a pecuniary penalty order or compensation under the Act, and

- (b) for costs and expenses incurred by the officer or auditor in defending civil or criminal proceedings in which judgment is given in favour of that person or in which that person is acquitted, or in connection with an application in relation to those proceedings in which the court grants relief to that person under the Act.

14.2 Subject to the Act, the Company may enter into and pay premiums on a contract of insurance in respect of any person, to the fullest extent permitted by the Act.

14.3 The indemnity in favour of officers under clause 14.1 is a continuing indemnity and applies in respect of all acts done by a person while an officer of the Company, even though the person is not an officer at the time the claim is made.

15 BOARD MEETINGS

15.1 A Director may at any time, and the Secretary must on the request of a Director, convene a Board meeting by giving at least twenty-four (24) hours' notice.

15.2 The convenor of each Board meeting must give reasonable notice of the meeting, using any technology, individually to each Director.

15.3 Failure to give notice to, or non-receipt of notice by, a Director does not result in a Board meeting being invalid.

15.4 Virtual meeting technology may be used in holding a Board meeting in accordance with the Act, provided the technology gives the Directors as a whole a reasonable opportunity to participate in real time without being physically present.

15.5 Where a document is required to be tabled at the meeting, the document is taken to have been tabled if the document is given to the Directors before the meeting or made accessible to the Directors during the meeting.

15.6 The place for the meeting shall be:

- (a) the main location for the meeting is taken to be the registered office of the Company or as set out in the notice of meeting; and/or
- (b) if none of the Directors are able to physically attend the meeting, the Board may meet through the use of technology pursuant to clause 15.4.

15.7 The time for the meeting is taken to be the time zone as the place of the meeting, or the time in Beerwah, Queensland if the majority of Members are meeting virtually.

15.8 The Directors may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on a resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

15.9 The resolution is passed when the last Director signs.

15.10 Directors may sign separate documents if the wording of the resolution and statement is identical in each copy.

- 15.11 An e-mail message or electronic document containing the text of the document expressed to have been signed by a Director that is sent to the Company is a document signed by that Director at the time of its receipt by the Company.
- 15.12 Each resolution passed or act done by or with the participation of a person acting as a Director or Member of a committee is valid even if it is later discovered that:
- (a) there was a defect in the appointment of the person, or
 - (b) the person was disqualified from continuing in office, voting on the resolution or doing the act.
- 15.13 The Board may meet together, adjourn, and regulate its meetings as it determines.

16 CHAIRPERSON OF THE BOARD

- 16.1 At the first Board meeting following each Annual General Meeting of the Company, the Ongoing Directors must elect:
- (a) a Director to be the Chairperson to chair the Company's Directors meetings; and
 - (b) another Director to be the Deputy Chairperson, to chair the Company's Directors meetings in the absence of the Chairperson.
- 16.2 The position of Chairperson or Deputy Chairperson automatically becomes vacant if the person who holds that position:
- (a) ceases to be a Director of the Company; or
 - (b) resigns from the position of Chairperson by notice in writing to the Company.
- 16.3 If the position of Chairperson becomes vacant under clause 16.2(b), then the Ongoing Directors must elect a new Chairperson at the next Directors meeting.
- 16.4 If there is no Chairperson or if the Chairperson is not present within 15 minutes after the time for which a Board meeting is called or is unwilling to act, then:
- (a) if the Deputy Chairperson appointed under clause 16.1(b) is present within 15 minutes after the time for which the Board meeting was called and is willing to act then the Deputy Chairperson will chair the meeting
 - (b) if there is no Deputy Chairperson, the Deputy Chairperson is not present within 15 minutes after the time for which a Board meeting is called or the Deputy Chairperson is unwilling to act and the Chairperson has nominated a Director to act as Chairperson in the Chairperson and Deputy Chairperson's absence then the Director nominated by the Chairperson will chair the meeting
 - (c) if a person cannot be appointed under clause 16.1(a) or clause 16.1(b) to chair a Board meeting then the Ongoing Directors present must elect a Director present to chair the meeting.
- 16.5 Unless the Board decides otherwise, the quorum for a Board meeting is at least three Directors, two of who must be Ongoing Directors.

- 16.6 An Alternate Director is deemed to be a Director for the purposes of constituting a quorum subject to clause 9.
- 16.7 A resolution of the Board must be passed by a majority of the votes cast by Directors entitled to vote on the resolution.
- 16.8 The Chairperson has a casting vote if necessary for tie breaking in addition to any vote they have in their capacity as a Director.

17 MEETING OF MEMBERS

- 17.1 The Secretary must call a general meeting of Members by giving notice to each Member if the Secretary receives a request to call a general meeting of Members from:
- (a) the Chairperson;
 - (b) any three Directors; or
 - (c) 5% of the then current Membership.
- 17.2 If the Board is required by the Act or by order made under the Act to call a meeting the Board must request that the Secretary call a meeting under clause 17.1 and the Secretary must call a meeting of Members under that clause.
- 17.3 Subject to clause 17.1 and 17.2, at least 21 days written notice of a meeting of Members must be given in accordance with the Act to each Member, to each Director and to the auditor (if any).
- 17.4 Subject to the Act, the Company may call on short notice:
- (a) an annual general meeting, if all the Members entitled to attend and vote agree;
 - (b) any other general meeting if Members with at least 75% of the votes that may be cast at the meeting agree beforehand.
- 17.5 Subject to the Act, the Board may postpone or cancel a meeting of Members by written notice given individually to each person entitled to be given notice of the meeting.
- 17.6 If a meeting is adjourned for one month or more, the Company must give new notice of the resumed meeting.
- 17.7 Virtual meeting technology may be used in holding a meeting of Members in accordance with the Act, provided the technology gives the Member as a whole a reasonable opportunity to participate in real time without being physically present.
- 17.8 Where a document is required to be tabled at the meeting, the document is taken to have been tabled if the document is given to the Members before the meeting or made accessible to the Members during the meeting.
- 17.9 The place for the meeting shall be:
- (a) the main location for the meeting is taken to be the registered office of the Company or as set out in the notice of meeting; and/or
 - (b) if none of the Directors are able to physically attend the meeting, the Board may meet through the use of technology pursuant to clause 17.7.

- 17.10 An accidental omission to give notice of a general meeting or the postponement of a general meeting to any person entitled to receive that notice or the non-receipt of notice by any person entitled to receive that notice does not invalidate the proceedings or any resolutions passed at the general meeting.
- 17.11 An annual general meeting of the Company must be held in accordance with the provisions of the Act at least once in each calendar year and within five months after the end of each Financial Year.
- 17.12 No business will be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- 17.13 The presence of 10% of Members entitled to attend and vote will constitute a quorum.
- 17.14 For the purpose of determining whether a quorum is present, a person attending by proxy will be deemed to be present.

18 CONDUCT OF GENERAL MEETINGS

- 18.1 The general conduct of each general meeting of the Company and the procedures to be adopted at the meeting will be determined by the Chairperson, including the procedure for the conduct of the election of Directors.
- 18.2 If there is a dispute at a general meeting about a question of procedure, the Chairperson may determine the question and no vote may be taken by the Members on any such determination by the Chairperson.
- 18.3 A Director is entitled to speak at every general meeting.
- 18.4 If a quorum is not present within 30 minutes after the time appointed for a meeting:
- (a) if the meeting was convened by or on the requisition of Members, it is automatically dissolved; or
 - (b) in any other case:
 - (i) it will stand adjourned to the same time and place seven days after the meeting, or to another day, time and place determined by the Board; or
 - (ii) if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting:
 - (1) if 10% or more Members are present, then 10% of Members will for the purposes of that meeting constitute a quorum; or
 - (2) if less than 10% of Members are present, then the meeting will be dissolved.

19 ADJOURNED MEETINGS

- 19.1 The Chairperson of a meeting at which a quorum is present may, in the Chairperson's discretion, adjourn a meeting with the meeting's consent.

- 19.2 An adjourned meeting may take place at a different venue from the initial meeting.
- 19.3 The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting.
- 19.4 If a general meeting has been adjourned for more than 42 days, notice of the adjourned meeting must be given to Members as if it were an original meeting, but otherwise it is not necessary to give notice of an adjourned meeting or the business of the adjourned meeting.

20 PROXIES, ATTORNEYS & REPRESENTATIVES

- 20.1 A Member who is entitled to attend and vote at a meeting of Members may appoint a person as the Member's proxy for the meeting.
- 20.2 The appointment may specify that proportion or number of votes that the proxy may exercise.
- 20.3 An appointment of a proxy is only valid if:
- (a) the person who is appointed as proxy is a Member or a duly authorised representative of a Member;
 - (b) it is signed by the Member making the appointment; and
 - (c) it contains the information required under the Act.
- 20.4 An appointment of a proxy may specify the way the proxy is to vote on a particular resolution and if it does the proxy must not vote in the resolution except as specified in the instrument.
- 20.5 An appointment of a proxy for a meeting of Members is not effective unless at least 48 hours before the meeting the Company receives:
- (a) the proxy's appointment; or
 - (b) if the appointment is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of that authority.
- 20.6 If a meeting of Members has been adjourned, any appointment and any authority received by the Company at least 48 hours before the resumption of the meeting are effective for the resumed part of the meeting.
- 20.7 Unless the Company has received written notice of the matter before the start or resumption of the meeting at which a proxy votes, a vote cast by the proxy will be valid even if, before the proxy votes, the appointor:
- (a) dies;
 - (b) becomes mentally incapacitated; or
 - (c) revokes the proxy or power appointment.
- 20.8 A Member may appoint a proxy or representative to:
- (a) act at a particular meeting of Members; or
 - (b) make a standing appointment.

- 20.9 A Member may revoke any appointment made pursuant to clause 20.8.
- 20.10 A proxy has no power to act for a Member at a meeting at which the Member is present personally.
- 20.11 If more than one proxy or representative appointed by a Member is present at a meeting of Members and the Company has not received notice of revocation of any of the appointments, the appointment of the proxy or representative made first in time is to be treated as revoked by the appointment of a subsequent proxy.

21 VOTING

- 21.1 Subject to other clauses of this Constitution, the contents of any proxy, and terms on which Membership is granted, each Member has one vote on a show of hands and one vote on a poll.
- 21.2 The Chairperson of a meeting of Members has a casting vote if necessary in addition to any vote they have in their capacity as a Member.
- 21.3 A Member does not have voting rights at a general meeting unless:
- (a) voting rights are conferred on that Member by the Board;
 - (b) the Board has not resolved to remove the Member's voting rights, and
 - (c) that Member has paid all monies it owes to the Company.
- 21.4 A Member or Director may challenge a person's right to vote at a meeting of Members which can only be occur at the meeting.
- 21.5 A challenge, or any other doubt as to the validity of a vote, must be decided by the Chairperson, whose decision is final.
- 21.6 A resolution put to the vote at a meeting of Members must be decided on a show of hands unless a poll is demanded either before or on declaration of the result of the vote on a show of hands.
- 21.7 Unless a poll is demanded, the Chairperson's declaration of a decision on a show of hands is final.
- 21.8 A poll may be demanded on any resolution except a resolution concerning the election of the Chairperson of a meeting by:
- (a) at least 5% of Members entitled to vote on the resolution; or
 - (b) the Chairperson.
- 21.9 A poll demanded on the adjournment of a meeting must be taken immediately. If a poll is demanded on any other resolution, the poll must be taken when and in the manner the Chairperson directs.

22 RESOLUTIONS WITHOUT MEETINGS

- 22.1 The Company may pass a resolution without a general meeting being called or held if all Members 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.
- 22.2 The Company may use separate copies of a document for signing by Members if the wording of the resolution and statement is identical in each copy.
- 22.3 The resolution is passed when the last Member signs.
- 22.4 The Company may treat a document on which a facsimile or electronic signature appears or which is otherwise acknowledged by a Member in a manner satisfactory to the Board as being signed by that Member.

23 MINUTES

- 23.1 The Board must keep minutes in accordance with the Act of:
 - (a) proceedings and resolutions of meetings of Members;
 - (b) proceedings and resolutions of Directors' meetings (including meetings of a committee of Directors);
 - (c) resolutions passed by Members without a meeting;
 - (d) resolutions passed by Directors without a meeting;
 - (e) if the Company has only one Director, the making of declarations by the Director.
- 23.2 A minute recorded and signed in accordance with the Act is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.
- 23.3 Members of the Company may access the minute book of meetings of Members in accordance with the Act.

24 COMPANY SEALS

- 24.1 The Board may decide whether or not the Company has a common seal and is responsible for the safe custody of the seal (if any) and any duplicate seal.
- 24.2 The common seal and duplicate seal (if any) may only be used with the authority of the Board in compliance with the Act.
- 24.3 The fixing of the common seal, or any duplicate seal, to a document must be witnessed:
 - (a) by two Ongoing Directors;
 - (b) by one Ongoing Director and one Secretary; or
 - (c) by any other signatories or in any other way authorised by the Board.
- 24.4 A statement by the witness that the witness is the sole Director and sole Secretary should appear next to that person's signature, if they are witnessing a document in that capacity but the absence of that statement does not affect the validity of the execution of the document.

25 ACCOUNTS & AUDITS

- 25.1 The Board must cause the Company to keep written financial records that:
- (a) correctly record and explain its transactions and financial position and performance
 - (b) would enable true and fair financial statements to be prepared and audited.
- 25.2 A Director has a right of access to financial records of the Company at all reasonable times.
- 25.3 The Board must cause the Company to prepare an annual financial report and a Directors' report that comply with the Act and must report to Members in accordance with the Act.
- 25.4 The Board must cause the Company's financial report for each Financial Year to be audited and obtain an auditor's report.
- 25.5 No later than six months from the end of the Financial Year, the Board must cause to prepare an annual report for the ACNC and submit it along with the annual statistical return form for the Company and the Fund.

26 INSPECTION OF FINANCIAL RECORDS & BOOKS

- 26.1 Subject to clause 23.3 and the Act, a Member who is not a Director does not have any right to inspect any financial records or books of the Company except as authorised by the Board.

27 AMENDING THE CONSTITUTION

- 27.1 Subject to clause 27.2, the Members may amend this constitution by passing a special resolution.
- 27.2 The Members must not pass a special resolution that amends this constitution if passing it causes the Company to no longer be a charity.
- 27.3 All amendments making a material alteration to or materially affecting this constitution must, as to the extent required by law, be notified to the Australian Charities and Not-for-Profits Commissioner and the Commissioner for Taxation.

28 DISPUTE RESOLUTION & DISCIPLINARY PROCEDURES

- 28.1 The dispute resolution procedure in this clause applies to disputes (disagreements) under this constitution between a Member or Director and:
- (a) one or more Members;
 - (b) one or more Directors; or
 - (c) the Company

- 28.2 A Member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 28.8 until the disciplinary procedure is completed.
- 28.3 Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it.
- 28.4 If those involved in the dispute do not resolve it under clause 28.3, they must within 10 days:
- (a) tell the Directors about the dispute in writing;
 - (b) agree or request that a mediator be appointed; and
 - (c) attempt in good faith to settle the dispute by mediation.
- 28.5 The mediator must:
- (a) be chosen by agreement of those involved, or
 - (b) where those involved do not agree:
 - (i) for disputes between Members, a person chosen by the Directors; or
 - (ii) for other disputes, a person chosen by either the Commissioner of the Australian Charities and Not-for-profits Commission or the president of the law institute or society in the state or territory in which the Company has its registered office.
- 28.6 A mediator chosen by the Directors under clause 28.5(b)(i):
- (a) may be a Member or former Member of the company;
 - (b) must not have a personal interest in the dispute; and
 - (c) must not be biased towards or against anyone involved in the dispute.
- 28.7 When conducting the mediation, the mediator must:
- (a) allow those involved a reasonable chance to be heard;
 - (b) allow those involved a reasonable chance to review any written statements;
 - (c) ensure that those involved are given natural justice; and
 - (d) not make a decision on the dispute.
- 28.8 In accordance with clause 28.2, the Directors may resolve to warn, suspend or expel a Member from the Company if the Directors consider that:
- (a) the Member has breached this constitution; or
 - (b) the Member's behaviour is causing, has caused, or is likely to cause harm to the Company.
- 28.9 At least 14 days before the Directors' meeting at which a resolution under clause 28.8 will be considered, the Secretary must notify the Member in writing:
- (a) That the Directors are considering a resolution to warn, suspend or expel the Member;

- (b) That this resolution will be considered at a Directors' meeting and the date of that meeting;
 - (c) What the Member is said to have done or not done;
 - (d) The nature of the resolution that has been proposed; and
 - (e) That the Member may provide an explanation to the Directors, and details of how to do so.
- 28.10 Before the Directors pass any resolution under clause 28.8, the Member must be given a chance to explain or defend themselves by:
- (a) Sending the Directors a written explanation before that Directors' meeting; or
 - (b) Speaking at the meeting.
- 28.11 After considering any explanation under clause 28.10, the Directors may:
- (a) take no further action;
 - (b) warn the Member;
 - (c) suspend the Member's rights as a Member for a period of no more than 12 months;
 - (d) expel the Member;
 - (e) refer the decision to an unbiased, independent person on conditions that the Directors consider appropriate (however, the person can only make a decision that the Directors could have made under this clause); or
 - (f) require the matter to be determined at a general meeting.
- 28.12 The Directors cannot fine a Member.
- 28.13 The Secretary must give written notice to the Member of the decision under clause 28.11 as soon as possible.
- 28.14 Disciplinary procedures must be completed as soon as reasonably practical.
- 28.15 There will be no liability for any loss or injury suffered by the Member as a result of any decision made in good faith under this clause.

29 ESTABLISHMENT AND OPERATION OF A FUND

- 29.1 The Company must maintain for its charitable purpose a Fund:
- (a) to which a gift of money or property for its charitable purpose are to be made;
 - (b) to which any money received by the Company because of those gifts or contributions is to be credited;
 - (c) that does not receive any other money or property.
- 29.2 The Company must use the Fund only for its charitable purpose.
- 29.3 The Fund must have a separate bank account for money or property donated to the Fund.

- 29.4 Where the Company is wound up or ceases to be endorsed as a deductible gift recipient under the Tax Act, any surplus assets of the Gift Fund will be dealt with in the same manner as under clause 5.
- 29.5 The Board must appoint a Management Committee of at least three (3) persons to administer the Fund.
- 29.6 The majority of the members of the Management Committee must be considered Responsible Persons.
- 29.7 The members of the Management Committee will not be entitled to any remuneration but may be reimbursed for expenses incurred by them in the course of carrying out their duties.
- 29.8 The Company must inform the ATO or ACNC (or its successor) as soon as possible if:
- (a) it changes its name or the name of its Fund; or
 - (b) there is any change to the membership of the management committee of the Fund.
- 29.9 Any allocation of funds or property to other persons or organisations will be made in accordance with the established purposes of the organisation and not be influenced by the preference of the donor.
- 29.10 The Management Committee may give directions to the Board as are necessary to properly administer the Fund.

30 NOTICES

- 30.1 A notice is properly given by the Company to a person if it is:
- (a) in writing signed on behalf of the Company (by original or printed signature);
 - (b) addressed to the person to whom it is to be given;
 - (c) either;
 - (i) delivered personally;
 - (ii) sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address, or
 - (iii) sent by electronic message to the electronic address (if any) nominated by that person.
- 30.2 A Member whose registered address is not in Australia or New Zealand may notify the Company in writing of an address in Australia or New Zealand to which notices may be sent.
- 30.3 A notice to a person by the Company is regarded as given and received:
- (a) if it is delivered personally or sent or electronic message:
 - (i) by 5.00 pm (local time in the place of receipt) on a business day - on that day, or
 - (ii) after 5.00 pm (local time in the place of receipt) on a business day, or on a day that is not a business day - on the next business day

- (b) if it is sent by mail:
 - (i) within Australia - three business days after posting, or
 - (ii) to a place outside Australia including New Zealand - seven business days after posting.
- 30.4 A certificate in writing signed by a Director or Secretary of the Company stating that a notice was sent is conclusive evidence of service.
- 31 NOT-FOR-PROFIT LAWS**
 - 31.1 The Company must comply with all law relating to the regulation and operation of charities or not-for-profit entities, including the ACNC Act and the Tax Act, and any rulings or requirements of the Commissioner of the ACNC or the Commissioner of Taxation, having application to the Company.
 - 31.2 Any allocation of funds or property to other persons or organisations will be made in accordance with the established purposes of the organisation and not be influenced by the preference of the donor. The organisation will not pass a donation of money or property to other organisations, bodies or persons as a condition of a donation.
- 32 GIFT FUND**
 - 32.1 The Company shall maintain a gift fund which must comply with ATO rules and regulations.
 - 32.2 The objective of the Fund is to support the Company's environmental purposes and Objects.
 - 32.3 The Fund must be maintained and used only for the principal purpose of the Company.
 - 32.4 All gifts and deductible contributions of money or property for that purpose are made to the Fund.
 - 32.5 Any money received by the organisation, because of such gifts or deductible contributions is credited to the Fund.
 - 32.6 The Fund does not receive any other money or property.
 - 32.7 Proper accounting records and procedures are to be kept and used for the fund.
 - 32.8 The Fund will be operated on a not-for-profit basis.
 - 32.9 Any allocation of funds or property to other persons or organisations will be made in accordance with the established purposes of the organisation and not be influenced by the preference of the donor. The organisation will not pass a donation of money or property to other organisations, bodies or persons as a condition of a donation.
 - 32.10 The Board shall administer the fund.
 - 32.11 If the organisation is wound up or if the endorsement (if any) of the organisation as a deductible gift recipient is revoked, any surplus assets of the Fund remaining after the payment of liabilities attributable to it, shall be transferred to a fund, authority or

institution to which income tax-deductible gifts can be made that has similar Objects to the Company.