

---

# Constitution

**Australia for UNHCR**

ACN 092 843 322

A public company limited by guarantee

27 October 2025

# Contents

<b>Preliminary</b>	<b>1</b>
<b>1 Interpretation</b>	<b>1</b>
1.1 Replaceable Rules Inapplicable	1
1.2 Definitions	1
1.3 Construction	2
1.4 Headings	2
<b>Objects and Purpose</b>	<b>2</b>
<b>2 Objects</b>	<b>2</b>
<b>3 Winding Up and Revocation of Deductible Gift Recipient Status</b>	<b>3</b>
<b>4 Not-for-Profit</b>	<b>3</b>
<b>5 Liability of Members is Limited to the Guarantee</b>	<b>3</b>
<b>6 Amending the Constitution</b>	<b>4</b>
6.1 Amending the Constitution	4
<b>Members</b>	<b>4</b>
<b>7 Members</b>	<b>4</b>
7.1 Initial Members	4
7.2 Further Members	4
7.3 Cessation of Membership	4
<b>8 Register of Members</b>	<b>5</b>
<b>9 General Meetings</b>	<b>5</b>
9.1 Annual General Meeting	5
9.2 Holding of General Meetings	5
9.3 Calling of General Meetings	5
9.4 Using Technology to Hold Meetings	6
9.5 Notice of Meetings	6
9.6 Omission to Give Notice	6
9.7 Special Business	7
9.8 Resolutions Evidenced by Each Member	7
<b>10 Proceedings at meetings</b>	<b>7</b>
10.1 Quorum	7
10.2 Lack of Quorum	7
10.3 Chair	7
10.4 Adjournment	8
10.5 Notice of Adjourned Meeting	8
10.6 Decision of Resolutions	8
10.7 Minutes as Evidence of Result	8

10.8	Taking of Poll	8
<b>11</b>	<b>Votes of Members</b>	<b>8</b>
11.1	Entitlement to vote	8
<b>12</b>	<b>Proxies</b>	<b>9</b>
12.1	Appointment of Proxy	9
12.2	Instrument of Proxy	9
12.3	Proxy to be Deposited at Office	9
12.4	Form of Proxy	9
12.5	Power to Demand Poll	9
12.6	Votes of Proxies	10
12.7	Identification of Proxy	10
12.8	Power of Attorney	10
	<b>Directors</b>	<b>10</b>
<b>13</b>	<b>Directors</b>	<b>10</b>
13.1	Number	10
13.2	Directors must be Members	10
13.3	Qualification of Directors	11
13.4	No Remuneration	11
13.5	Vacancies	11
<b>14</b>	<b>Powers and duties of Directors</b>	<b>11</b>
14.1	Duties of Directors	11
14.2	Management of the Company	12
14.3	Negotiable Instruments	12
14.4	Sale of Undertaking	12
14.5	Further Powers	12
<b>15</b>	<b>Appointment and removal of Directors</b>	<b>12</b>
15.1	Appointment	12
15.2	Term	13
15.3	Removal of Directors	13
<b>16</b>	<b>Disqualification of Directors</b>	<b>13</b>
<b>17</b>	<b>Director's contracts</b>	<b>14</b>
17.1	Director's Interests	14
17.2	Disclosure of Interest	14
<b>18</b>	<b>Director's conflicts of interest</b>	<b>14</b>
18.1	Disclosure of conflicts of interest	14
18.2	Record in minutes	14
18.3	Votes by Interested Directors	15
18.4	Exceptions	15

<b>19</b>	<b>Proceedings of Directors</b>	<b>15</b>
19.1	Procedure Generally	15
19.2	Calling of Meetings	15
19.3	Notice of Meetings	16
19.4	Chair of Meetings	16
19.5	Decisions of Directors	16
19.6	Delegation to Committees	16
19.7	Procedure of Committees	16
19.8	Validation of Irregular Acts	16
19.9	Written Resolutions	16
19.10	Voting Authority	16
	<b>Dispute Resolution</b>	<b>17</b>
<b>20</b>	<b>Dispute Resolution</b>	<b>17</b>
20.1	Dispute Resolution	17
20.2	Dispute to be Resolved Between the Parties	17
20.3	Dispute to be Referred to Mediation	17
20.4	Appointment of Mediator	17
20.5	Conduct of Mediation	17
20.6	Cost of Mediation to be Borne by the Parties to the Dispute	17
	<b>General</b>	<b>18</b>
<b>21</b>	<b>Minutes</b>	<b>18</b>
<b>22</b>	<b>Secretary</b>	<b>18</b>
<b>23</b>	<b>Accounts</b>	<b>18</b>
23.1	Accounting and Other Records	18
23.2	Time for Accounts	18
<b>24</b>	<b>Notices</b>	<b>19</b>
24.1	Modes of Giving Notice	19
24.2	Persons Entitled to Notice of General Meeting	19
<b>25</b>	<b>Access, Indemnity and Insurance</b>	<b>19</b>
25.1	Directors' access to documents	19
25.2	Indemnity	19
25.3	Insurance	19
<b>26</b>	<b>Capacity</b>	<b>20</b>

# Preliminary

## 1 Interpretation

---

### 1.1 Replaceable Rules Inapplicable

The replaceable rules now and hereinafter contained in the Corporations Act do not apply to this Company unless repeated in this Constitution or specifically made applicable to this Company by a provision of this Constitution.

### 1.2 Definitions

In this Constitution unless the context otherwise requires:

<b>ACNC Act</b>	The <i>Australian Charities and Not-for-Profits Commission Act 2012</i> (Cth);
<b>Business Day</b>	A day that is not a Saturday, Sunday or public holiday in the State in which the Company is incorporated;
<b>Chair</b>	A person elected by the Directors to be the Company's Chair under <b>clause 19.4</b> .
<b>Committee</b>	A committee formed pursuant to <b>clause 19.6</b> ;
<b>Company</b>	Australia for UNHCR ACN 092 843 322;
<b>Constitution</b>	This constitution and all supplementary constituted or amending Constitution for the time being in force;
<b>Corporations Act</b>	The <i>Corporations Act 2001</i> (Cth);
<b>Director</b>	Includes any person occupying the position of a director of the Company by whatever named called;
<b>Directors</b>	The Directors for the time being or such number of them as have authority to act for the Company;
<b>Members</b>	Persons admitted as Members of the Company pursuant to <b>clause 7</b> ;
<b>Office</b>	The registered office for the time being of the Company;
<b>Register of Members</b>	The register of Members to be kept pursuant to the Corporations Act;
<b>Secretary</b>	Includes the assistant or acting secretary of the Company and any substitute for the time being for the secretary.
<b>Special Business</b>	The meaning given by <b>clause 9.7</b> .
<b>Special Resolution</b>	A resolution that has been passed by at least 75% of the votes cast by Members present and entitled to vote on the resolution.

### 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;
- (g) references to this Constitution include its schedules and annexures.

### 1.4 Headings

Headings do not affect the interpretation of this Constitution.

## Objects and Purpose

## 2 Objects

---

The exclusive purpose for which the Company is established is to provide relief to refugees or other persons of concern to the United Nations High Commissioner for Refugees and, in fulfilling this purpose:

- (a) the Company will raise public awareness of the plight of refugees and other persons of concern to the United Nations High Commissioner for Refugees;
- (b) members of the general public are to be invited to contribute moneys to the Company;
- (c) gifts to the Company are to be kept separate from any other funds of the Company with a separate bank account and separate accounting procedures;
- (d) receipts are to be issued in the name of the Company and this name is to appear on all receipts issued to donors; and
- (e) the Australian Taxation Office is to be informed of any changes within the Company reflecting on the operational or financial arrangements of the Company.

### 3 Winding Up and Revocation of Deductible Gift Recipient Status

---

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property or money whatsoever, the remaining assets shall not be paid or distributed to the Members but shall be given or distributed to some other fund, authority or institution determined in general meeting or failing which by a Judge of the Supreme Court of Victoria, having objects or purposes similar to the purposes of the Company, which prohibits the distribution of surplus assets to its Members to the same extent as the Company, and which is approved under the Income Tax Assessment Act 1997 as a deductible gift receipt.

In the event that the endorsement for deductible gift recipient for the company is revoked, any surplus of the following assets shall be transferred to another organisation having objects or purposes similar to the purposes of the Company, which prohibits the distribution of surplus assets to its Members to the same extent as the Company, and which is approved under the Income Tax Assessment Act 1997 as a deductible gift recipient:

- (a) Gifts of money or property for the principal purpose of the organisation
- (b) Contributions made in relation to an eligible fundraising event held for the principal purpose of the organization
- (c) Money received by the organization because of such gifts and contributions.

### 4 Not-for-Profit

---

The income and assets of the Company must be applied solely towards the promotion of the objects of the Company as set out in **clause 2** of this Constitution and the Company shall pursue charitable purposes only and apply its income in promoting these purposes and no portion of it is to be paid or transferred directly or indirectly by way of profit to Members or Directors except in accordance with this Constitution.

The Company may, with the approval of the Directors of the Company in accordance with this Constitution make a payment in good faith to a Member of the Company:

- (a) for the fair, reasonable and proper remuneration of goods or services rendered to the Company; or
- (b) reimbursement of fair, reasonable and proper out-of-pocket expenses, incurred on behalf of the Company in pursuing the Company's charitable purpose.

### 5 Liability of Members is Limited to the Guarantee

---

Each Member guarantees to contribute an amount not exceeding \$20 (**the Guarantee**) to the property of the Company if the Company is wound up:

- (a) while they are a Member, or within 12 months after they stop being a member;
- (b) if at the time of winding up, the debts and liabilities of the Company incurred before the time when they ceased to be a Member, exceed the Company's assets; and
- (c) the debts and liabilities include the costs incurred in winding up the Company.

The liability of each Member is limited to the guarantee and no more.

## **6 Amending the Constitution**

---

### **6.1 Amending the Constitution**

- (a) Subject to **clause 6.1(c)**, the Members may amend this Constitution by passing a Special Resolution.
- (b) Any amendment to this Constitution will take effect from the date of the Special Resolution, or from any later date specified in the resolution.
- (c) The Members must not pass a Special Resolution that amends this Constitution if passing it would mean the Company would no longer be a charity.
- (d) The Company must notify the ACNC of any amendments to this Constitution.

## **Members**

## **7 Members**

---

### **7.1 Initial Members**

The first Members will be each of the persons who, with their consent in writing, are specified as proposed Members in the application for registration of the Company.

### **7.2 Further Members**

The Company may admit as a Member any person who:

- (a) has a genuine interest in the promotion of the objects of the Company;
- (b) is at least 18 years of age;
- (c) completes an application to become a Member of the Company, which includes providing their signed consent to become a Member;
- (d) is approved as a Member by the Directors or the Company in general meeting (or by other process as determined by the Directors from time to time) as being a person interested in the promotion of the objects of the Company; and
- (e) signs and forwards notice to the Secretary agreeing to be bound by the Company's Constitution.

### **7.3 Cessation of Membership**

A person ceases to be a Member if the person:

- (a) in the case of a natural person (who is a Director), ceases to be a Director;
- (b) resigns membership by written notice to the Directors;
- (c) has not responded within three (3) months to a written request from the Secretary that they confirm in writing that they want to remain a Member; or
- (d) in the case of a natural person, dies.



## 8 Register of Members

---

The Secretary shall keep at the Office the Register of Members which must contain each of the following details:

- (a) For each current member:
  - (i) the full name and address of each Member;
  - (ii) the date upon which each Member became or ceased to be a Member of the Company; and
  - (iii) Any other information required by the Directors or the law from time to time.
- (b) For each former Member in the last seven years:
  - (i) the full name and address of each Member;
  - (ii) the date upon which each Member became and ceased to be a Member of the Company; and
  - (iii) any other information required by the Directors or the law from time to time.

The Register of Members must not be used for any other purpose and is to be open for inspection by Members.

## 9 General Meetings

---

### 9.1 Annual General Meeting

For as long as the Company is a registered charity with the ACNC or its successor, and for as long as the law permits or requires, the Directors:

- (a) unless the Corporations Act otherwise requires a meeting of Members to be held to pass a resolution, may determine whether to hold an Annual General Meeting;
- (b) in determining whether to hold an Annual General Meeting the Directors must ensure that ACNC Governance Standard 2 is considered, in respect of how the Directors will otherwise maintain accountability to the Members;
- (c) if the Company does decide to hold a meeting of Members, it will do so in accordance with this Constitution and the Corporations Act, despite the fact that some provisions of the Corporations Act will not be applicable to the Company; and
- (d) to the extent that there is an inconsistency between the Corporations Act and this Constitution, it is the Constitution that will prevail, to the extent permitted by law.

### 9.2 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.

### 9.3 Calling of General Meetings

A general meeting may be called by:

- (a) the Directors at their discretion, from time to time;

- (b) Members in accordance with the Corporations Act; or
- (c) the court in accordance with the Corporations Act.

#### **9.4 Using Technology to Hold Meetings**

A virtual meeting platform may be used to hold meetings. The Company may hold meetings virtually or with the assistance of technology, in a hybrid configuration.

- (a) If the general meeting is held using only a virtual meeting platform, then:
  - (i) the meeting location is taken to be the Office of the Company; and
  - (ii) the meeting time is taken to be the time at the Company's Office.
- (b) If the general meeting is held at more than one physical venue (whether or not it is also held using a virtual meeting platform), then:
  - (i) the meeting location is taken to be the main physical venue of the meeting, as set out in the notice of the meeting, and
  - (ii) the meeting time is taken to be the time at the main physical venue of the meeting, as set out in the notice of the meeting.

#### **9.5 Notice of Meetings**

- (a) Subject to the provisions of the Corporations Act dealing with short notice, at least 21 days notice must be given of a meeting of Members.
- (b) The notice must specify:
  - (i) the place day and hour of meeting;
  - (ii) if applicable, that a Special Resolution is to be proposed and the words of the proposed resolution;
  - (iii) in the case of Special Business, the general nature of that business; and
  - (iv) in the case of an election of Directors, the names of the candidates for election.
- (c) Notice of a meeting may be provided less than 21 days before the meeting if:
  - (i) for an annual general meeting, all the Members entitled to attend and vote at the annual general meeting agree beforehand; or
  - (ii) for any other general meeting, Members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- (d) Notice of a meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
  - (i) remove a Director;
  - (ii) appoint a Director in order to replace a Director who was removed; or
  - (iii) remove an auditor.

#### **9.6 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.

## **9.7 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) a confirmation of the minutes of the proceeding meeting
  - (ii) a review of the Company's activities
  - (iii) a review of the Company's finances
  - (iv) any auditor's report, and
  - (v) the election of Directors

## **9.8 Resolutions Evidenced by Each Member**

Any written resolution of the Company determined on without a general meeting (whether in one document or in several copies) and 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.

# **10 Proceedings at meetings**

---

## **10.1 Quorum**

At least three (3) 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. A Director will be entitled to attend and speak at any general meeting notwithstanding that they are not a Member.

## **10.2 Lack of Quorum**

If within thirty (30) minutes after the time appointed for the meeting a quorum is not present or if during the meeting a quorum ceases to be 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 time and place as the Directors determine. If at the adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the meeting, two (2) 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.

## **10.3 Chair**

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

## **10.4 Adjournment**

The Chair of a general meeting may with the consent of a meeting at which a quorum is present (and must if directed by the meeting) adjourn the meeting from time to time and place to 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.

## **10.5 Notice of Adjourned Meeting**

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

## **10.6 Decision of Resolutions**

At a general meeting a resolution put to the vote of the meeting is to be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chair or (other than on the election of the Chair of a meeting or the adjournment of a meeting) by not less than three (3) Members having the right to vote at the meeting.

## **10.7 Minutes as Evidence of Result**

Unless a poll is duly demanded, a declaration by the Chair that a resolution has on the 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 Chair 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.

## **10.8 Taking of Poll**

If a poll is duly demanded it must be taken in the manner and at the time and place as the Chair 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 Chair 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 before the poll is taken but only with the consent of the Chair. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made. 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 Chair shall determine the dispute and the determination made in good faith will be final and conclusive.

# **11 Votes of Members**

---

## **11.1 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 Proxies**

---

### **12.1 Appointment of Proxy**

A Member may appoint one proxy only, who must be another Member or representative of another Member, and that proxy is entitled to vote on a show of hands or on a poll.

### **12.2 Instrument of Proxy**

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

### **12.3 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 notarially certified copy of that power or authority (or a copy certified in another manner acceptable to the Directors) must be deposited at the Office (or other place specified for that purpose in the notice convening the meeting) not less than twenty-four (24) hours before the time for holding the meeting or adjourned 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.

### **12.4 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:

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                      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 hand/s this                      day of

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. 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 Chair of the meeting to which it relates.

### **12.5 Power to Demand Poll**

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

## **12.6 Votes of Proxies**

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 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.

## **12.7 Identification of Proxy**

The Chair of a meeting may require a person acting as a proxy to establish to the satisfaction of the Chair 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.

## **12.8 Power of Attorney**

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

- (a) produce to the Company for noting the instrument appointing the attorney; and
- (b) (if required) file with the Company a certified copy of the last-mentioned 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.

# **Directors**

## **13 Directors**

---

### **13.1 Number**

The number of Directors shall not be less than three (3) nor more than seven (7) or such other number as the Company in general meeting may from time to time resolve. If the number of Directors in office at any time falls below three (3), the Directors shall not act in the affairs of the Company other than:

- (a) in an emergency;
- (b) for the purpose of convening a general meeting of the Company; or
- (c) to appoint additional Directors so as to return the number of Directors to at least three (3).

### **13.2 Directors must be Members**

The Directors must also be Members and be duly appointed in accordance with the process outlined in **clause 7.2**.

### 13.3 Qualification of Directors

To be eligible for election as a Director, a Director must:

- (a) be nominated by another Member or Director;
- (b) have knowledge about, have expertise relevant to and be committed to the purpose and activities of the Company;
- (c) have skills and qualifications as may be determined by the Directors from time to time; and
- (d) meet any other criteria relating to the composition of the board.

### 13.4 No Remuneration

Except as provided for in **clause 4**, no Director may receive any remuneration for their services as a Director or as a Member.

### 13.5 Vacancies

- (a) The Directors may appoint a person to the role of Director to fill any vacancy in the number of Directors that occurs as a result of death, resignation or otherwise, subject to **clauses 13.3 and 15.2 (Casual Vacancy)**.
- (b) Any such Casual Vacancy appointment shall be made by instrument executed by all of the surviving or continuing Directors or the legal personal representatives of the last surviving or continuing Director.
- (c) Subject to **clause 15.2**, the term of appointment for a Casual Vacancy will commence on the date that the person is appointed as a Director and continue until the earlier of the following:
  - (i) the end of the next general meeting of the Company where the appointment of Directors is addressed; or
  - (ii) if the Company does not hold a general meeting, until the next appointment of Directors is made or a period not exceeding 12 months (whichever is shorter).
- (d) The continuing Directors may act notwithstanding any vacancy in their body but should the number of Directors fall below the minimum number fixed in accordance with **clause 13.1** of this Constitution the Directors may act for the purpose of increasing the number of Directors to the minimum by convening a general meeting of the Company or in emergencies but for no other purpose.

## 14 Powers and duties of Directors

---

### 14.1 Duties of Directors

The Directors must comply with their duties:

- (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a Director of the Company;
- (b) to act in good faith in the best interests of the Company and to further the charitable objects(s) of the Company set out in **clause 2**;
- (c) not to misuse their position as a Director;

- (d) not to misuse information they gain in their role as a Director;
- (e) to disclose any perceived or actual material conflicts of interest in the manner set out in **clause 17 and 18**;
- (f) to ensure that the financial affairs of the Company are managed responsibly; and
- (g) not to allow the Company to operate while it is insolvent.

## **14.2 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. The powers of the Directors are subject to the Corporations Act, this Constitution and to any regulations (not being inconsistent with this Constitution) from time to time made by the Company in general meeting. No regulation made by the Company in general meeting will invalidate any prior act of the Director which would have been valid if that regulation had not been made.

## **14.3 Negotiable Instruments**

All negotiable instruments and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed in such manner as the Directors determine.

## **14.4 Sale of Undertaking**

Any sale or disposal by the Directors of the Company's whole undertaking, or of the Company's main undertaking is conditional upon ratification by the Company in general meeting. At the meeting to ratify any sale or disposal, any person who may benefit from the sale or disposal must not vote on the resolution.

## **14.5 Further Powers**

In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under this Constitution, the Directors will have the following powers:

- (a) to expend the funds of the Company in such manner as they consider most beneficial for the achievement of the objects and to invest in the name of the Company any excess liquidity and subject to **clause 14.4** to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Company; and
- (b) to enter into contracts, short-term deposits, arrangements, agreements or understandings on behalf of the Company in the ordinary course of business.

# **15 Appointment and removal of Directors**

---

## **15.1 Appointment**

The Members may elect a Director by a resolution passed in a general meeting.



## 15.2 Term

- (a) Each Director will be appointed, in accordance with **clause 15.1**, for a term of four (4) years.
- (b) A Director who reaches the end of their first four (4) year term under **clause 15.2(a)** may self-nominate for re-election for a second four (4) year term subject to the process outlined in **clause 15.1**.
- (c) A Director must not be re-elected for a third four (4) year term unless all other Directors have passed a resolution approving the appointment.
- (d) Notwithstanding the above, no Director will serve for a total term of more than twelve (12) years.

## 15.3 Removal of Directors

The Company in general meeting may by ordinary resolution remove a Director from Office. 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 twenty eight (28) clear days before the date appointed for holding the meeting.

## 16 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 ineligible to be a Director under the Corporations Act or ACNC Act;
- (c) the Director becomes an insolvent under administration, or makes any composition, or arrangement with their creditors, or any class of them;
- (d) 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;
- (e) the Director resigns from office by notice in writing to the Company;
- (f) the term for which the Director is appointed expires;
- (g) the Director, without the permission of the other Directors, not to be unreasonably withheld, is absent from the meetings of the Directors for three (3) consecutive meetings of the Directors;
- (h) 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; or
- (i) the Director dies.

## 17 Director's contracts

---

### 17.1 Director's 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.

### 17.2 Disclosure of Interest

The nature of a Director's interest in any contract agreement or arrangement must be disclosed in accordance with **clause 18.1**. After making the general disclosure it is not necessary for the Director to give any special notice relating to any particular transaction with that firm or corporation.

## 18 Director's conflicts of interest

---

### 18.1 Disclosure of conflicts of interest

As soon as practicable after the relevant facts have come to their knowledge, a Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Directors (or that is proposed in a resolution to be passed under **clause 19.9**):

- (a) to the other Directors; and
- (b) enter the conflict into a register of interests, held by the Company.

### 18.2 Record in minutes

It is the duty of the Secretary to record in the minutes any disclosure made or any notice given by a Director under this clause.

### 18.3 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 (or that is proposed in a resolution to be passed under **clause 19.9**):

- (a) must not vote on the matter; and
- (b) must not be present while the matter (or a proposed resolution of that kind) is being considered at the meeting,

save and except as provided under **clause 18.4**.

### 18.4 Exceptions

A Director may still be present and vote if:

- (a) their interest arises because they are a Member of the Company, and the other Members have the same interest;
- (b) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Company (see **clause 25.3**)
- (c) their interest relates to a payment by the Company under **clause 25.2** (indemnity), or any contract relating to an indemnity that is allowed under the Corporations Act;
- (d) the Australian Securities and Investments Commission (ASIC) makes an order allowing the Director to vote on the matter; or
- (e) the Directors who do not have a material personal interest in the matter pass a resolution that:
  - (i) identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the Company, and
  - (ii) says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

## 19 Proceedings of Directors

---

### 19.1 Procedure Generally

The Directors may meet together for the dispatch of business adjourn and otherwise regulate their meetings and proceedings as they think fit and may from time to time determine the quorum necessary for the transaction of business. The Directors may meet together by any telephonic or electronic means. Until otherwise determined three (3) Directors constitute a quorum.

### 19.2 Calling of Meetings

A Director may at any time and the Secretary must upon the request of a Director convene a meeting of the Directors by notice served upon the other Directors. Notice may be given by post, electronically, via telephone or by any other means of communication that has previously been agreed to by all of the Directors.

### **19.3 Notice of Meetings**

Notice of a meeting of Directors is to be given to all Directors.

### **19.4 Chair of Meetings**

The Directors shall elect one of their number as Chair of all meetings of the Directors, and may at any time remove them from that office. If the elected Chair is not present within fifteen (15) minutes of the time appointed for the holding of the meeting or is unable or unwilling or refuses to act, the Directors present shall elect a Chair of their meeting from among their number.

### **19.5 Decisions of Directors**

Subject to **clause 19.9**, any resolutions arising at any meeting of Directors are to be decided by a majority of votes, unless a higher number or threshold is required under the law. 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.

### **19.6 Delegation to Committees**

The Directors may delegate any of their powers to Committees consisting of at least one Director and at least one other person who may be any other Director or such other persons as the Directors think fit. Any Committee formed must, in exercise of the power delegated to it, comply with the regulations that may be imposed on it by the Directors, and must fully and promptly report all acts and proceedings of the Committee to the Directors.

### **19.7 Procedure of Committees**

The meetings and proceedings of Committees consisting of more than one person are to be governed by the clauses of this Constitution regulating the meetings 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.

### **19.8 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 from holding office 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.

### **19.9 Written Resolutions**

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

### **19.10 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 whom they are so authorised in addition to their own vote. Any such authority must be in writing

including electronic means 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.

## **Dispute Resolution**

### **20 Dispute Resolution**

---

#### **20.1 Dispute Resolution**

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.

#### **20.2 Dispute to be Resolved Between the Parties**

Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it, or within a timeframe agreed by those involved.

#### **20.3 Dispute to be Referred to Mediation**

If those involved in the dispute do not resolve it under **clause 20.2**, they must within 10 days (or within a timeframe agreed by those involved):

- (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.

#### **20.4 Appointment of Mediator**

The mediator must:

- (a) be chosen by agreement of those involved; or
- (b) where those involved do not agree, a person chosen by the President of the Law Society of New South Wales.

#### **20.5 Conduct of Mediation**

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 the mediation is conducted in a manner free from bias; and
- (d) not make a decision on the dispute.

#### **20.6 Cost of Mediation to be Borne by the Parties to the Dispute**

Any costs arising from mediation taking place in accordance with **clause 20.3** will be borne by the parties to the dispute.

## **General**

### **21 Minutes**

---

The Directors shall cause minutes to be kept (so far as it is relevant) 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 Chair of the meeting at which the proceedings were held or by the Chair of the next succeeding meeting.

### **22 Secretary**

---

The Company must appoint at least one Secretary and at least one Secretary must ordinarily reside in Australia, in accordance with the Corporations Act. The appointment of the Secretary is to be determined by the Directors, the terms, remuneration and other conditions are to be determined by the Directors. Any Secretary so appointed may be removed by the Directors.

### **23 Accounts**

---

#### **23.1 Accounting and Other Records**

The Directors must cause proper accounting and other records to be kept and distribute copies of the financial report and Directors' report to the Members on or before the notice of an annual general meeting. The Directors must from time to time determine whether and to what extent and at what times and places 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.

#### **23.2 Time for Accounts**

The interval between the close of a financial year of the Company and the issue of the audited financial report relating to it must not exceed six months and must otherwise comply with the Corporations Act and the ACNC Act.

## **24 Notices**

---

### **24.1 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 the notice and to have been effected at the time at which the letter would be delivered in the ordinary course of post. A notice may also be given by email, fax or other electronic method and service of the notice is effected at the time at which in the ordinary course the email or facsimile transmission would be delivered.

### **24.2 Persons Entitled to Notice of General Meeting**

Notice of every general meeting must be given in the manner authorised to:

- (a) every Member;
- (b) the Auditor for the time being (if any) of the Company.

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

## **25 Access, Indemnity and Insurance**

---

### **25.1 Directors' access to documents**

- (a) A Director has a right of access to the financial records of the Company at all reasonable times.
- (b) The Directors may resolve to give a Director or former Director access to other records, including documents provided for or available to the Directors.

### **25.2 Indemnity**

To the extent permitted by the Corporations Act, a person who is or has been an officer of the Company shall be indemnified out of the assets of the Company against a liability incurred by the person as such an officer:

- (a) to another person (other than the Company or a related body corporate); and
- (b) for costs and expenses incurred by the person.

### **25.3 Insurance**

Except to the extent precluded by the Corporations Act, the Company may pay or agree to pay a premium in respect of a contract insuring a person who is or has been an officer of the Company or of a related body corporate of the Company against a liability:

- (a) incurred by the person as such an officer; or
- (b) for costs and expenses incurred by the person in defending proceedings as such an officer, whether civil or criminal and whatever their outcome.

## **26    Capacity**

---

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. It is the intention that this Constitution will not restrict or prohibit the exercise by the Company of any of these powers.