

Constitution of
WATOTO CHILD CARE MINISTRIES
t/a Watoto Australia
ACN 106 623 723

**Consolidated Constitution incorporating the
original constitution effective on registration
as amended by a special resolution
Passed on 8 April 2004.**

**The *Corporations Act 2001* (Cth)
A company limited by guarantee
Incorporated in Queensland**

Version 1.4
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Allens Arthur Robison
Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Australia
Tel 61 7 3334 3000
Fax 61 7 3334 3444

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GENERAL

1. Definitions

The following definitions apply in this Constitution unless the context otherwise requires.

ASIC means the Australian Securities and Investments Commission.

Body Corporate means a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.

Corporations Act means the *Corporations Act 2001* (Cth).

Director means a person appointed or elected to the office of director of the company in accordance with this constitution and includes any alternate director duly acting as a director.

Member Present means, in connection with a meeting, the member present in person at the venue or venues for the meeting or by proxy, by attorney and, where the member is a Body Corporate, by representative.

Prescribed Rate means the base rate charged by the company's principal banker to corporate customers from time to time in respect of overdraft loans in excess of \$ 100,000 calculated on a daily basis and a year of 365 days.

Seal means any common seal or duplicate common seal of the company.

2. Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) A gender includes all genders.
- (b) The singular includes the plural and conversely.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person includes a Body Corporate.
- (e) A reference to a paragraph or sub-paragraph is to a paragraph or sub-paragraph, as the case may be, of the clause or paragraph, respectively, in which the reference appears.
- (f) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment or it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it.
- (g) Section 46 of the *Acts Interpretation Act 1901* (Cth) applies in relation to this constitution as if it is an instrument made under the Corporations Act.

- (h) Except in so far as a contrary intention appears in this constitution, an expression has, in a provision of this constitution which related to a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.
- (i) A mention of anything after, **include, includes** or **including** does not limit what else might be included.

3. Replaceable Rules

The replaceable rules contained in the Corporations Act do not apply to the company.

4. Actions authorised under the Corporations Act

Where the Corporations Act authorises or permits a company to do any matter or thing if so authorised by its constitution, the company is and shall be taken by this clause to be authorised or permitted to do that matter or thing, despite any other provisions of this constitution.

OBJECTS

5. Objects

The objects for which the company is established are:

- (a) to provide support to any overseas aid organisation which:
 - i. Is involved in Development and Relief;
 - ii. Is involved in the direct relief of poverty, sickness, suffering, distress, Misfortune, disability, destitution or helplessness of people outside Australia regardless of sex, race, ethnic background, religion, political beliefs or marital status; and
 - iii. For any purpose set out in sub-paragraph (i), operates a public relief fund Gifts to which are deductible under item 9.1.1 of the table in section 30-80
1. Of the *Income Tax Assessment Act 1997* (Cth).
Provided that the support provided by the company must be limited to support for the principal purpose of that public relief fund;
- (b) To be a public benevolent institution in Australia that exists for the purpose of providing benevolent relief of such poverty, sickness, disability, destitution, suffering and distress of people in Africa as arouses compassion in the community, and in particular, to vulnerable women and orphaned children; and
- (c) To raise funds and for awareness of the purposes stated in paragraphs (a) and (b);
- (d) To sponsor and manage the activities and care of the Watoto Children's Choir in Australia
- (e) To provide other services ancillary incidental or conducive to the foregoing Objects; and
- (f) To be endorsed as a charitable institution in terms of item 1.1 of the table in s50-5 Of the *Income Tax Assessment Act 1997* (Cth).

The powers conferred by section 124 of the Corporations Act are only to be exercised by the company pursuant to or ancillary to the stated objects of the company.

The company is affiliated with Watoto Child Care Ministries in Uganda which is a ministry of Kampala Pentecostal Church, Kampala, Uganda.

INCOME AND PROPERTY

6. Application of income and property

Subject to clauses 6.2 and 6.3, the profits (if any) or other income and property of the company must be applied solely towards the promotion of the objects of the company as set out in clause 5 and no portion of it may be paid or transferred, directly or indirectly, to any member of the company whether by way of dividend, bonus or otherwise.

Nothing in clause 6.1 prevents any payment in good faith by the company of:

- (a) Reasonable and proper remuneration to any member for any services actually rendered or goods supplied in the ordinary and usual course of business to the company;
- (b) The payment or reimbursement of out-of-pocket expenses incurred by a member of the company on behalf of the company where the amount payable does not exceed an amount previously approved by the directors of the company;
- (c) Reasonable and proper rent for premises let or demised by any member of the company to the company;
- (d) Moneys to any member, being a solicitor, accountant or other person engaged in any profession, for all usual professional or other charges for work done by that person or that person's firm or employer, where the provision of the service has the prior approval of the directors and where the amount payable is approved by the directors and is not more than an amount which commercially would be reasonable payment for the service; or
- (e) Interest at a rate not exceeding the Prescribed Rate on money borrowed from members of the company.

The company must not pay fees to directors but the company may make payments in good faith for:

- (f) The payment or reimbursement of out-of-pocket expenses incurred by a director in the performance of any duty as director where the amount payable does not exceed an amount previously approved by the directors;
- (g) Moneys to any director, being a solicitor, accountant or other person engaged in any profession, for all usual professional or other charges for work done by that person or that person's firm or employer where the provision of the service has the prior approval of the directors and where the amount payable is approved by the directors and is not more than the amount which commercially would be reasonable payment for the service;
- (h) Any salary or wage due to the director as an employee of the company where the terms of employment have been approved by the directors of the company;
- (i) An indemnity, exemption or insurance premium in respect of a liability incurred as an officer of the company or an agreement to give an indemnity or exemption or pay an insurance

premium of that kind, to which s212(1) of the Corporations Act refers or the provision of a financial benefit to a director to which s212(2) of the Corporations Act refers;

- (j) Any payment to a director in the capacity of a member, subject to clauses 6.1 and 6.2; and
- (k) Any other payment to any director approved by the directors.

LIABILITY

7. Limited Liability

The liability of the members if limited.

8. Extent of liability

Each member undertakes to contribute to the property of the company if the company is wound up while he, she or it is a member or within 1 year after he, she or it ceases to be a member, for payment of the company's debts and liabilities contracted before he, she or it ceases to be a member and of the costs charged and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, but not exceeding \$10.

AMENDMENT OF CONSTITUTION

9. Amendment of constitution

If the company is registered as a charity under the *Collections Act 1966* (Qld) or similar legislation in any other State or Territory, no amendment to this constitution will have any force and effect unless and until that amendment has, if required by the relevant legislation, been approved by the relevant Minister or other relevant authority under the relevant legislation.

MEMBERSHIP

10. Members

The members of the company in general meeting may determine a maximum or minimum number of members of the company. Until such a determination is made, the minimum number of members is 1 and the maximum number of members of the company is unlimited.

The members of the company will be:

- (a) The persons specified, with their consent, as a proposed member in the company's Application for registration; and
- (b) Any other persons admitted to membership in accordance with this constitution.

11. Admission of members

The directors may admit any natural person aged 18 years or over and any Body Corporate, as a member of the company, with the person's prior written consent. The directors may from time to time;

- (a) Prescribe different classes or categories of members, amend or revoke the classes or categories and reclassify existing members;
- (b) Prescribe conditions for eligibility for membership and amend or revoke those conditions; and
- (c) Prescribe procedures by which persons may apply for membership and amend or revoke those procedures.

When the directors decide to admit a person as a member without an application by the member the company must notify the person of the decision and request payment of the entrance fee and/or annual subscription, if any.

When the directors decide on an application for membership, the company must notify the applicant of the decision and if the directors decided to admit the applicant as a member, request payment of the entrance fee and/or annual subscription, if any.

The notification by the company under clauses 11.2 and 11.3 may be given in the manner set out in clause 61 as if the notification were a notice to a member.

The directors are not required to give any reasons for the rejection of an application for membership and a person whose application for membership is rejected has no right of appeal.

If not entrance fee and/or annual subscription is payable, the person referred to in clauses 11.2 and 11.3 will become a member of the company immediately upon the directors' decision and must be registered in the company's register of members.

If the person referred to in clauses 11.2 and 11.3 does not pay any entrance fee and/or annual subscription within 30 days after the date on which the person is notified that the fee and/or annual subscription is payable, the directors may, in their absolute discretion, cancel the decision to admit the applicant as a member of the company, whether or not payment is made after the due date.

Subject to clause 11.7 on payment of the entrance fee and/or annual subscription the person referred to in clauses 11.2 and 11.3 will immediately become a member of the company and must be registered in the company's register of members.

12. Entrance fee/annual subscription

The directors may, in their absolute discretion, determine the entrance fee and/or annual subscription. Until otherwise determined by the directors, no entrance fee or annual subscriptions are payable. The directors may determine that different entrance fees or annual subscriptions are payable by different classes or categories of members.

If annual subscriptions are payable, the directors must determine when the annual subscription period will commence, when annual subscriptions will be due and payable and any other requirements or arrangements for the payment of subscriptions as the directors think necessary or appropriate.

CESSATION OF MEMBERSHIP

13. Resignation of a member

A member may at any time, by giving notice in writing to the company, resign as a member of the company. The resignation will be effective from the date of receipt of the notice by the company. That member's name must be removed from the register of members.

14. Non-payment of subscriptions

If the annual subscription of a member remains unpaid for a period of 30 days after it becomes due, the company must give notice to the member of that fact. If the subscription remains unpaid on the expiration of 21 days after the date of the invoice, the directors may:

- (a) Suspend the member from all privileges of membership and, if the directors think fit, reinstate the member on payment of all arrears; or
- (b) Immediately, or after a period of suspension, expel the member from membership of the company, whether or not all arrears have then been paid, and remove the member's name from the register of members.

15. Misconduct of a member

If any member (or any director, officer, executive officer, trustee or partner of a member that is a Body Corporate):

- (a) Is in breach of the provisions of this constitution; or
- (b) Is guilty of any act or omission which in the opinion of the directors is unbecoming of a member, or prejudicial to the interest of the company,

The directors may do any one or more of:

- (c) Censure, suspend or fine the member: or
- (d) Instead of the foregoing, expel the member from the company and remove the member's name from the register of members.

The directors must not expel a member under clause 15.1 (d) unless:

- (e) At least 7 days' notice has been given to the member stating the date, time and place at which the question of expulsion of that member is to be considered by the directors, and the nature of the alleged misconduct; and

- (f) The member is given the opportunity of giving to the directors, orally or in writing, any explanation the member may think fit.

If the directors resolve to expel a member, the company must immediately give notice of this to the member. The member then has the right, exercisable by giving notice to the company within 7 days after receipt of the notice of expulsion (the **Expulsion Notice Period**), to have the issue dealt with by the company in general meeting. In that event, a general meeting of the company must be called for that purpose, having the same powers as the directors have under clause 15.1. If a resolution to expel the member is passed at the meeting by a majority of two-thirds of the Members Present, the member ceases to be a member on the making of the resolution and the member's name must be removed from the register of members.

If the member does not notify the company on or before the expiration of the Expulsion Notice Period that the member wishes to have the issue dealt with by the company in general meeting, the member ceases to be a member on the expiration of the Expulsion Notice Period and the member's name must be removed from the register of members.

16. Other grounds for cessation of membership

A member's membership of the company automatically ceases:

- (a) In the case of a member who is a natural person, on the date that the member:
 - (i) Dies;
 - (ii) becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the laws relating to mental health;
 - (iii) becomes bankrupt;
 - (iv) Is imprisoned for any period or is convicted of a felony or an indictable offence; or
- (b) In the case of a member which is a Body Corporate, on the date that:
 - (i) a liquidator is appointed in connection with the winding-up of the member;
 - (ii) An order is made by a court for the winding-up or deregistration of the member; or
 - (iii) The member is otherwise dissolved, wound up, terminated or ceases to exist.

17. Liability for subscription fees and other amounts following cessation

Any member ceasing to be a member:

- (a) Will not be entitled to any refund (or part-refund) of an entrance fee or subscription;
- (b) Will remain liable for and must pay to the company all subscriptions and moneys which were due and unpaid on the date of ceasing to be a member; and
- (c) Will remain liable for amounts which the member is or may become liable to pay under clause 8.

GENERAL MEETINGS

18. Power of directors to convene

Any director may convene a general meeting whenever the director thinks fit.

Any director may cancel by, in writing to all members, any meeting convened by the director, except that a meeting convened on the requisition of a member or members must not be cancelled without the consent of the relevant member or members.

The directors may postpone a general meeting or change the place at which this is to be held by notice not late than 72 hours prior to the time of the meeting to all persons to whom the notice of meeting (the **first notice**) was given. The postponing notice must specify the place, date and time of the meeting. The meeting is taken to be duly convened under the first notice.

19. Notice of general meetings

Each notice convening a general meeting must contain the information required by the Corporations Act.

The nonreceipt of a notice convening a general meeting by, or the accidental omission to give notice to, any person entitled to receive notice does not invalidate the proceedings at or any resolution passed at the meeting.

20. Business of general meetings

Unless all members are present as Members Present and agree otherwise, no business may be transacted at any general meeting except as set out in the notice of the meeting.

21. Quorum

Business must not be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

Except as otherwise provided in this constitution, the quorum for a general meetings is as follows:

- (a) A minimum of five; or
- (b) If more than five and the number of members is an even number, one-half of the number of members rounded up to the nearest whole number.

22. If quorum not present

If a quorum is not present within 20 minutes after the time appointed for the meeting:

- (a) Where the meeting is convened on the requisition of members, the proposed meeting is automatically dissolved (subject to clause 24.1):
- (b) In any other case:
 - (i) the meeting stands adjourned to a day and at a time and place as the directors decide or, if not decision is made by the directors, to the same day in the next week at the same time and place; and
 - (ii) If at the adjourned meeting a quorum is not present within 20 minutes after the time appointed for the meeting, the meeting is automatically dissolved.

23. Chair of meetings

Subject to clause 23.2 the chair of directors or, in the chair's absence, the deputy chair will preside as chair at every general meeting.

Where a general meeting is held and:

- (a) There is not chair or deputy chair: or
- (b) The chair or deputy chair is not present within 15 minutes after the time appointed for the meeting or does not wish to act as chair of the meeting.

The directors present may choose one of their number or, in the absence of all directors or if none of the director's present wish to act, the Members Present may elect one of their number to be chair of the meeting.

24. Adjournments

The chair may and must if so directed by the meeting adjourn the meeting from time to time and from place to place.

The only business which may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.

When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.

Except as provided by clause 24.3, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

25. Voting at general meetings

Any resolution to be considered at a meeting must be decided on a show of hands unless a poll is demanded.

A declaration by the chair that a resolution has on a show of hands been carried or lost and an entry to that effect in the minutes of the meeting are conclusive evidence of the fact without the need to show the number or proportion of the votes recorded in favour of or against the resolution.

A poll may not be demanded on the election of a chair or on a resolution for adjournment.

26. Procedure for polls

A poll when demanded must be taken in the manner and at the time the chair directs.

The result of the poll is a resolution of the meeting at which the poll demanded.

If a poll has been demanded at a meeting, the meeting may continue with the transaction of business other than the resolution on which the poll was demanded.

27. Chair's casting vote

In the case of an equality of votes on a show of hands or on a poll the chair of the meeting has a casting vote in addition to any vote to which the chair may be entitled as a member, proxy, attorney or Body Corporate representative.

28. Representation and voting of members

Subject to this constitution:

- (a) At meetings of members each member entitled to attend and vote may attend and vote in person or by proxy, or attorney and (where the member is a Body Corporate) by representative;
- (b) A member is not entitled to vote at a general meeting unless all sums presently payable by the member in respect of membership in the company have been paid; and
- (c) On a show of hands and on a poll, every Member Present having the right to vote at the meeting has one vote.

29. Restriction on Voting Rights Unpaid Amounts

A member is not entitled to attend or vote at a general meeting unless all entrance fees, annual subscriptions and other sums presently payable by the member in respect of membership of the company have been paid.

30. Objections to qualification to vote

An objection to the qualification of a person to vote may be raised only at the meeting or adjourned meeting at which the vote objected to is tendered.

Any objection must be referred to the chair of the meeting, whose decision is final.

A vote allowed after an objection is valid for all purposes.

31. Number of proxies

A member may appoint 1 proxy.

A proxy must be a member.

32. Form of proxy

An instrument appointing a proxy must:

- (a) Be in writing under the hand of the appointor or of the appointor's attorney duly authorised in writing; or
- (b) If the appointor is a Body Corporate, be either under seal or under the hand of a duly authorised officer or attorney.

A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.

An instrument appointing a proxy may be in any form that the directors may accept or stipulate.

33. Lodgement of proxies

For an instrument appointing an attorney to act on behalf of a member at all meetings of the company (or at all meetings for a specified period) to be effective the following documents must be received by the company not less than 48 hours (or any shorter period as the directors may permit) before the commencement of the meeting or adjourned meeting at which the attorney proposed to vote:

- (a) The power of attorney or a certified copy of that power of attorney; and
- (b) Any evidence that the directors may require of the validity and nonrevocation of that power of attorney.

For the purpose of clause 33.1, the company received these documents when they are actually received at any of the following:

- (c) The company's registered office;

- (d) A fax number at the company's registered office; or
- (e) A place, fax number or electronic address specified for the purpose in the notice of meeting.

34. Validity of proxies

A vote exercised in accordance with the terms of an instrument of proxy, a power of attorney or other relevant instrument of appointment is valid despite:

- (a) The previous death or unsoundness of mind of the principal: or
- (b) The revocation of the instrument (or of the authority under which the instrument was executed) of the power,

If not notice in writing of the death, unsoundness of mind or revocation has been actually received by the company not less than 48 hours (or any shorter period as the directors may permit) before the commencement of the meeting, or adjourned meeting at which the instrument is used or the power is exercised.

A proxy is not revoked by the principal attending and taking part in the meeting, unless the principal actually votes at the meeting on the resolution for which the proxy is proposed to be used.

35. Where proxy is incomplete

No instrument appointing a proxy is treated as invalid merely because it does not contain:

- (a) The address of the appointor or of a proxy;
- (b) The proxy's name or the name of the office held by the proxy; or
- (c) In relation to any or all resolutions, an indication of the manner in which the proxy is to vote.

Where the instrument does not specify the name of a proxy, the instrument is taken to be given in favour of the chair of the meeting.

36. Right of advisers to attend general meeting

Any person (whether a member or not) requested by the directors to attend any general meeting is entitled to be present and, at the request of the chair, to speak at that general meeting.

37. Single Member Resolutions

- (a) Nothing in this constitution limits the company's power under the Corporations Act to pass a resolution, while the company has only one member, by recording the resolution and signing the record.
- (b) Where the company has one member only, a document signed by that member which records a decision of the member:
 - (i) constitutes a decision of the company and is valid and effective as if it were a resolution duly passed at a meeting members; and
 - (ii) Has effect as a minute of that decision.

APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS

38. Appointment and removal

Subject to the Corporations Act, the company may at any time by resolution passed in general meeting:

- (a) Appoint any person as a director; or
 - (b) Remove any director from office.
- A director must be a member of the company.

38.1 Any member can stand for election as a Director of the company.

38.2 The term for a Director is three years and they are to be voted upon at the Company's Annual General Meeting.

38.3 A member standing for election as a Director must be a Responsible Person under the Responsible Person's Act.

39. Vacation of Office

In addition to the circumstances in which the office of a director become vacant:

- (a) Under the Corporations Act; or
- (b) Because of a resolution under clause 38.1(b)

The office of a director becomes vacant if the director:

- (c) Becomes of unsound mind or a person whose person of estate is liable to be dealt with in any way under the law relating to mental health;
- (d) Resigns by notice in writing to the company;
- (e) Is absent without the consent of the directors from meetings of the directors held during a continuous period of 6 months;
- (f) Dies; or
- (g) Ceases to be a member.

POWERS AND DUTIES OF DIRECTORS

40. Powers of directors

Subject to the Corporations Act and this constitution, the business of the company is managed by the directors, who may exercise all powers of the company which are not, by the Corporations Act or this constitution, required to be exercised by the company in general meeting.

Without limiting the generality of clause 40.1, the directors may exercise all the powers of the company:

- (a) To borrow money, to charge any property of business of the company and
- (b) To issue debentures or give any other security for a debt, liability or obligation of the company or of any other person.

41. Appointment of attorneys

The directors may, by power of attorney, appoint any person to be the attorney of the company for the purposes, with the powers, authorities and discretions vested in or exercisable by the directors for any period and subject to any conditions as they think fit.

Any appointment under clause 41.1 may be made on terms for the protection and convenience of person dealing with the attorney as the directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

42. Negotiable instruments

All negotiable instruments of the company must be executed by the persons and in the manner the directors decide from time to time.

PROCEEDINGS OF DIRECTORS

43. Proceedings

The directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.

A director may at any time, and on the request of a director a secretary must convene a meeting of the directors.

Reasonable notice must be given to every director of the place, date and time of every meeting of the directors. Where any director is for the time being outside of Australia, notice need only be given to that director if contact details have been given, but notice must always be given to

any alternate director in Australia whose appointment by that director is for the time being in force.

44. Meetings by technology

For the purposes of the Corporations Act, each director, on becoming a director (or on the adoption of this constitution), consents to the use of the following technology for calling or holding a directors meeting:

- (a) Video
- (b) Telephone
- (c) Electronic mail
- (d) Any other technology which permits each director to communicate with every other director; or
- (e) Any combination of the technologies described in the above paragraphs.

A director may withdraw the consent given under this clause in accordance with the Corporations Act.

Where the directors are not all in attendance at one place and are holding a meeting using technology and each director can communicate with the other directors:

- (f) The participating directors are, for the purpose of every provision of this constitution concerning meetings of the directors, taken to be assembled together at a meeting and to be present at that meeting; and
- (g) All proceedings of those directors conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were present.

45. Quorum at meetings

At a meeting of directors, the number of directors whose presence is necessary to constitute a quorum is as follows:

- (a) If the number of directors is an even number, one-half of the number of directors plus 1; or
- (b) If the number of directors is an odd number; one-half of the number of directors rounded up to the nearest whole number.

Unless the directors determine otherwise, the quorum need only be present at the time when the meeting proceeds to business.

46. Chair of directors

The directors may elect one of their number as their chair and may decide the period for which the chair is to hold office as chair:

Where a meeting directors is held and:

- (a) A chair has not been elected as provided by clause 46.1; or
- (b) The chair is not present at the time appointed for the holding of the meeting or does not wish to chair the meeting,

The directors present may elect one of their number to be a chair of the meeting.

47. Proceedings at meetings

Subject to this constitution, questions arising at a meeting of directors are decided by a majority of votes of directors present and voting and for all purposes any such decision is taken to be a decision of the directors.

In the case of an equality of votes, the chair of the meeting has a casting vote in addition to the chair's deliberative vote.

48. Material Personal Interests

A director is not disqualified by the director's office from contracting with the company or any related body corporate of the company in any capacity by reason of holding of the office of director.

In relation to a contract or arrangement in which a director has a material personal interest:

- (a) The fact that the director signed the document evidencing the contract or arrangement will not in any way affect its validity;
- (b) A contract or arrangement made by the company or any related body corporate with a director may not be avoided merely because the director is a party to the contract or arrangement or otherwise interested in it; and
- (c) The director will not be liable to account to the company for any profit derived in respect of the contract or arrangement merely because of the director's office or the fiduciary relationship it entails.

Subject to clause 48.4, a director who has a material personal interest in a matter that relates to the affairs of the company must give the other directors notice of his or her interest.

A director with a material personal interest in a matter that relates to the affairs of the company is not required to give notice in the following circumstances:

- (d) If all of the following conditions are met:
 - (i) the director has already given notice of the nature and extent of the interest and its relation to the affairs of the company;

- (ii) if a person who was not a director at the time the notice was given is appointed as a director, the notice is given to that person; and
 - (iii) The nature or extent of the interest has not materially increased above that disclosed in the notice; or
- (e) If the director has given a standing notice of the nature and extent of the interest in accordance with the Corporations Act and that standing notice is still effective in relation to the interest; or
- (f) As otherwise permitted under the Corporations Act.

Notices of material personal interest given by directors must:

- (g) Give details of the nature and extent of the director's interest and the relation of the interest to the affairs of the company;
- (h) Be given at a directors' meeting as soon as practicable after the director becomes aware of their interest in the matter; and
- (i) Be recorded in the minutes of the directors' meeting at which the notice is given.

A director who has a material interest in a matter that is being considered at a directors' meeting must not be present while the matter is being considered at the meeting or vote on the matter, except in the following circumstances:

- (j) If the material personal interest is a matter that is not required to be disclosed under this clause or under the Corporations Act: or
- (k) If the directors who do not have a material personal interest in the matter have passed resolution that:
 - (i) identified the director, the nature and the extent of the director's interest in the matter and its relation to the affairs of the company and
 - (ii) States that those directors are satisfied that the interest should not be disqualify the director from voting or being present; or
- (l) As otherwise permitted under the Corporations Act.

Nothing in this clause affects the duty of a director:

- (m) Who holds any office or possesses any property whereby, directly or indirectly, duties or interests might be created in conflict with the directors' duties or interests as a director, to declare at a meeting of directors. The fact and the nature, character and extent of the conflict; or
- (n) To comply with the Corporations Act.

49. Delegation

The directors may delegate any of their powers in accordance with the Corporations Act.

50. Alternate directors

A director may:

- (a) With the approval of a majority of the other directors (if any) , appoint a person (whether a member of the company or not); or
- (b) Without the need for the approval of the other directors, appoint another director, To be an alternate director in the director's place during any period that the director thinks fit.

An alternate director is entitled to notice of meetings of the directors and, if the appointor is not present at such a meeting, is entitled to attend and vote in the director's stead.

An alternate director may exercise any powers which the appointor may exercise. The exercise of any power by the alternate director (including signing a document) is taken to be the exercise of the power by the appointor. The exercise of any power by the alternate director is as agent of the company and not as agent of the appointor. Where the alternate is another director, that director is entitled to cast a deliberative vote on the director's own account and on account of each person by whom the director has been appointed as an alternate director.

The appointment of an alternate director:

- (c) may be terminated at any time by the appointor even if the period of the appointment of the alternate director has not expired; and
- (d) Terminates automatically if the appointor vacates office as a director.

An appointment or the termination of an appointment of an alternate director must be effected by service on the company of a notice in writing signed by the director making the appointment.

Other than for reimbursement of expenses under clause 6.3, and alternate director is not entitled to any remuneration from the company.

51. Committees

Clauses 43, 44, 46 and 47 apply to any committee as if each reference in those articles to the directors was a reference to the members of the committee and each reference to a meeting of directors was to a meeting of the committee.

The number of members whose presence at a meeting of the committee is necessary to constitute a quorum is the number determined by the directors and, if not so determined, is 2. Unless the directors determine otherwise, the quorum need only be present at the time when the meeting proceeds to business.

The minutes of all the proceedings and decisions of every committee must be made, entered and signed in the same manner in all aspects as minutes of proceedings of the directors are required by the Corporations Act to be made, entered and signed.

52. Written resolutions

If a document:

- (a) Is sent to all those entitled to receive notice of a meeting at which a resolution could be put;
- (b) Contains a statement that the signatories to it are in favour of that resolution;
- (c) The terms of the resolution are set out or identified in the document; and
- (d) Has been signed by a majority of the directors entitled to vote on that resolution,

A resolution in those terms is passed on the day on which and at the time at which the document was signed by a majority of directors and the document has effect as a minute of the resolution.

For the purposes of clause 52.1:

- (e) 2 or more separate documents containing statements in identical terms of each of which is signed by one or more directors are together taken to constitute one document containing a statement in those terms signed by those directors at the time at which the last of those documents to be signed was signed by a director.
- (f) A reference to a majority of the directors does not include a reference to an alternate director whose appointor has signed the document, but an alternate director may sign the document in the place of the alternate director's appointor: and
- (g) A fax which is received by the company or an agent of the company and is sent for or on behalf of a director or alternate director is taken to be signed by that director or alternate director not later than the time of receipt of the fax by the company or its agent in legible form.

53. Defects in appointments

All acts done by any meeting of the directors, committee of directors, or person acting as a director are as valid as if each person was duly appointed and qualified to be a director or a member of the committee.

Clause 53.1 applies even if it is afterwards discovered that there was some defect in the appointment of a person to be a director or a member of a committee or to act as a director or that a person so appointed was disqualified.

MANAGING DIRECTOR

54. Power to appoint managing director

The directors may appoint one or more directors to the office managing director for the period and on the terms as they think fit. Subject to the terms of any agreement entered into in a particular case, the directors may at any time revoke any appointment.

A managing director's appointment automatically terminates if the managing director ceases for any reason to be a director.

55. Remuneration

The provisions of clause 6.3 do not apply to a managing director and a managing director may, subject to the Corporations Act and the terms of any agreement between the managing director and the company, receive remuneration (whether by way of salary, commission, or participation in profits, or partly in one way and partly in another) as the directors decide.

56. Delegation of powers to managing director

The directors may, on the terms and conditions and with any restrictions as they think fit, confer on a managing director any of the powers exercisable by them.

Any powers so conferred may be concurrent with the powers of the directors.

The directors may at any time withdraw or vary any of powers conferred on a managing director.

SECRETARIES AND OTHER OFFICERS

57. Secretaries

A secretary of the company holds office on the terms and conditions, as to remuneration and otherwise, as the directors decide.

The Directors may at any time terminate the appointment of a secretary.

A secretary must be a member of the company.

58. Other officers

The directors may from time to time:

- (a) Create any other position or positions in the company with the powers and responsibilities as the directors may from time to time confer; and
- (b) Appoint any person, whether or not a director, to any position or positions created under paragraph (a).

The directors at any time may terminate the appointment of a person holding a position created under clause 58.1 and may abolish the position.

SEALS AND EXECUTING DOCUMENTS

59. Seals and their use

The company may have a common seal. If the company has a common seal it may also have a duplicate common seal.

A Seal may be used only by the authority of the directors, or of a committee of the directors authorised by the directors to authorise the use of the Seal. Every document to which the Seal is affixed must be signed by:

- (a) 2 directors
- (b) A director and a secretary (or another person appointed by the directors to countersign that a document or a class of documents in which that document is included).

This clause does not limit the ways in which the company may execute a document.

INSPECTION OF RECORDS

60. Inspection of records

The directors may authorise a member to inspect books of the company to the extent, at the time and places and under the conditions, the directors consider appropriate.

A member (other than a director) does not have the right to inspect any document of the company except as provided by law or as authorised by the directors.

NOTICES

61. Notices generally

Any member who has not given notice to the company of a place or address of an electronic mail address (for registration in the register) at or to which all notices and documents of the company may be served or sent, is not entitled to receive any notice.

A notice may be given by the company to any member by:

- (a) Serving it on the member personally;
- (b) Sending it by post to the member or leaving it at the member's address as shown in the register or the address supplied by the member to the company for the giving of notices;
- (c) Serving it in any manner contemplated in this clause 61.2 on a member's attorney as specified by the member in a notice given under clause 61.3;
- (d) Fax to the fax number supplied by the member to the company for the giving of notices; or
- (e) Transmitting it electronically to the electronic mail address given by the member to the company for giving notices.

A member may, by written notice to the company, require that all notices to be given by the company or the directors be served on the member's attorney at an address specified in the notice.

Notice to a member whose address for notices is outside Australia must be sent by airmail, fax or electronic mail.

A member may give notice to the company by:

- (f) Leaving it at or sending it by post to the registered office;
- (g) Fax it to a fax number at the company's registered office; or
- (h) Transmitting it electronically to an electronic address specified by the company to members for the purposes of giving notices to the company.

Where a notice is sent by post, service of the notice is taken to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected:

- (i) In the case of a notice of a meeting, on the day after the date of its posting; and
- (j) In any other case, at the time at which the letter would be delivered in the ordinary course of post.

Where a notice is sent by fax or electronic transmission, service of the notice is taken to be effected by properly addressing and sending or transmitting the notice and to have been effected on the day it is sent.

62. Notices of general meeting

Notice of every general meeting must be given:

- (a) In the manner authorised by clause 61.2;
- (b) To every member and to each director; and
- (c) To the auditor to the company (if any).

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

WINDING UP

63. Winding Up

63.1 Surplus Assets not to be distributed to Members

If the Company is wound up, any Surplus Assets must not be distributed to a Member or a former Member of the Company in his or her capacity as a Member.

63.2 - Distribution of Surplus Assets

63.2 Subject to clause 63.3, the Corporations Act and any other applicable law, and any court order, any Surplus Assets that remain after the Company is wound up must be distributed to one or more charities:

63.2.1 with charitable purposes similar to, or inclusive of, the Principal Purpose; and

63.2.2 which also prohibit the distribution of any Surplus Assets to its members to at least the same extent as the Company.

63.3 If the Company is endorsed as a Deductible Gift Recipient, at the first occurrence of the Company being wound up or the endorsement of the Company as a Deductible Gift Recipient being revoked, the Company must transfer to one or more charitable funds, authorities or institutions to which income tax deductible gifts can be made, any surplus:

63.3.2 gifts of money or property received for the Principal Purpose during any time that the Company is endorsed as a Deductible Gift Recipient;

63.3.3 contributions described in item 7 or 8 of the table in section 30-15 of the ITAA 97 in relation to a fund-raising event (as defined by section 995-1 of the ITAA 97) held for that purpose during any time that the Company is endorsed as a Deductible Gift Recipient; and

63.3.4 money received by the Company because of such gifts or contributions received during any time that the Company is endorsed as a Deductible Gift Recipient.

63.4 The decision as to the charity or charities to be given the Surplus Assets must be made by a Special Resolution. If the Members do not make this decision, the Company may apply to the Supreme Court in the state of registration to make this decision.

In this clause:

'charity' means an entity that is a charity within the meaning of the *Charities Act 2013* (Cth).

'Deductible Gift Recipient' means an entity to which income tax deductible gifts may be made under division 30 of the ITAA 97.

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

INDEMNITY

64. Indemnity

To the extent permitted by law and without limiting the powers of the company, the company must indemnify each person who is, or has been, a director or secretary of the company against

any liability which results from facts or circumstances relating to the person serving or having served as a director, secretary or employee in relation to the company:

(a) Other than:

- (i) A liability owed to the company or a related body corporate;
- (ii) a liability for a pecuniary penalty order under section 1317G of the Corporations Act or a compensation order under section 1317H of the Corporations Act; or
- (iii) a liability that is owed to someone (other than the company or a related body corporate) and did not arise out of conduct in good faith;

(This paragraph (a) does not apply to a liability for legal costs)

(b) Other than for legal costs incurred in defending an action for liability if the costs are incurred:

- (i) in defending or resisting civil proceedings in which the person is found to have a liability for which they could not be indemnified under paragraph (a) ; or
- (ii) In defending or resisting criminal proceedings in which the person is found guilty; or
- (iii) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the Court to be established; or
- (iv) In connection with proceedings for relief to the person under the Corporations Act in which the Court denies the relief.

Paragraph (ii) does not apply to costs incurred in responding to actions brought by ASIC or a Liquidator as part of an investigation before commencing proceedings for the court order.

To the extent permitted by law and without limiting the powers of the company, the Directors may authorise the company to, and the company may enter into any:

- (a) Documentary indemnity in favour of; or
- (b) Insurance policy for the benefit of,

A person who is, or has been, a director, secretary, auditor, employee or other officer of the company or of a subsidiary of the company, which indemnity or insurance policy may be in such terms as the directors approve and, in particular, may apply to acts or omissions prior to or after the time of entering into the indemnity or the policy.

The benefit of each indemnity given in clause 64.1 continues, even after its terms or the terms of this clause are modified or deleted, in respect of a liability arising out of acts or omissions occurring prior to the modifications or deletion.

CONSENT TO TERMS OF THIS CONSTITUTION

Each person names below as a member consents to becoming a member of the company and agrees to the terms of this constitution.

Name of member	Signature of member	Date
Natalie Fielding	_____	_____
Gary Skinner	_____	_____
Rodney Carey	_____	_____

