



**Disability services. Putting you first.**

# **ARUMA SERVICES LTD**

## **CONSTITUTION**

Australian Company Number (ACN) 001 813 403  
Australian Business Number (ABN) 31 001 813 403

A public company limited by guarantee

as approved on 30 November 2023 at AGM of Aruma Services Ltd

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## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Replaceable Rules Inapplicable

Any replaceable rules contained in the Corporations Act or any former enactment relating to companies which are inconsistent with this Constitution do not apply to this Company.

### 1.2 Definitions

In this Constitution unless the context otherwise requires:

**“ACNC Law”** means *Australian Charities and Not-for-profits Commission Act 2012 (Cth)* and ACNC Regulation;

**“ACNC Regulation”** means *Australian Charities and Not-for-profits Commission Amendment Regulation 2013 (Cth)*;

**“AGM”** means annual general meeting;

**“AGM 2021”** means the AGM in 2021 at which this Constitution is adopted;

**“Alternate Director”** means a person of a Director’s choosing who sits on the Board in lieu of a Director in the event that the Director cannot attend a meeting;

**“ASIC”** means Australian Securities and Investments Commission;

**“Board”** means the Board of Directors;

**“Board Meeting”** means a duly convened meeting of the Directors;

**“Body Corporate”** has the same meaning as in the Corporations Act;

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

**“Chairperson”** means the person holding that office under this Constitution and includes any assistant or acting chairperson;

**“Committee”** means a committee of the Board formed pursuant to Clause 24;

**“Community Housing Asset”** has the same meaning given to the term in the Appendix to the National Law;

**“Company”** means Aruma Services Ltd (ACN 001 813 403);

**“Constitution”** means this constitution as amended or supplemented from time to time;

**“Contribution”** has the meaning given to that term in Division 30 of the ITAA1997;

**“Corporations Act”** means the *Corporations Act 2001 (Cth)*;

**“Deputy Chairperson”** means a Director elected to that position pursuant to Clause 18.4;

**“DGR”** means deductible gift recipient as defined by ITAA1997;

**“Director”** means a duly appointed director of the Company;

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

**“Gift Funds”** means:

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

**“Housing Agency”** has the same meaning given to the term in the Appendix to the National Law;

**“ITAA1997”** means the *Income Tax Assessment Act 1997 (Cth)*;

**“Members”** means a person admitted as a member of the Company pursuant to Clause 9, and **Membership** has the corresponding meaning;

**“National Law”** means *Community Housing Providers (Adoption of National Law) Act 2012 (NSW)*, as amended or replaced;

**“Objects”** means the objects of the Company as set out in Clause 4;

**“Office”** means the registered office for the time being of the Company;

**“Office Bearer”** means a person holding any of the offices specified in Clause 18.4(a);

**“Officer”** has the meaning given to that term in the Corporations Act;

**“Ordinary Majority”** means:

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

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

**“Participating Jurisdiction”** has the same meaning given to the term in the Appendix to the National Law;

**“Reference Date”** means 1 March 2018;

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

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

**“Special Resolution”** has the meaning given to it by the Corporations Act; and

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

### 1.3 Interpretation

In this Constitution, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes every other gender;
- (c) a person includes a firm, partnership or other unincorporated body, joint venture, association, corporation or other body corporate as well as natural persons;
- (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) writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- (f) a reference to a clause is a reference to a clause of this Constitution;
- (g) a reference to a day, unless a reference to a Business Day, is an ordinary day including weekends but excluding public holidays;
- (h) 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;

- (i) reference to this Constitution include its schedules and annexures; and
- (j) headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Constitution.

## **2. NAME**

The name of the Company is Aruma Services Ltd. The Company is a public company limited by guarantee.

## **3. LEGAL CAPACITY**

- (a) Subject to the Corporations Act, the Company has the legal capacity of a natural person including, without limitation, the capacity to exercise the powers set out in section 124 of the Corporations Act; and
  - (b) It is the intention that this Constitution of the Company will not restrict or prohibit the exercise by the Company of any of the powers referred to in this Clause,
- but any such exercise of power must be in pursuit of the Objects.

## **4. OBJECTS**

Whereas:

Australia has ratified the United Nations Convention on the Rights of Persons with Disabilities,

The general principles of the Convention should direct organisations which provide support to people with disability,

All Australian governments have committed to improving the lives of people with disability and leading attitudinal change in the community through the development of successive National Disability Strategies and the introduction of the National Disability Insurance Scheme.

The Objects for Aruma are to support people with a disability to live a great life, the life they want, the life they choose. Aruma pursues the Objects by:

- (a) working with people with disability to identify and achieve their goals including, where appropriate, with families and other trusted parties;
- (b) providing supports which enhance the lives of people with disability;
- (c) respecting, championing and upholding the human rights, independence and choice of people with disability;
- (d) encouraging economic and social participation of people with disability;
- (e) supporting research and innovation to improve supports for people with disability;
- (f) working with governments, other organisations and agencies to further the interests of people with disability; and
- (g) doing all other things incidental to the attainment of these Objects.

## **5. INCOME AND PROPERTY**

### **5.1 Promotion of Objects**

- (a) The income and property of the Company must be applied solely towards the promotion of the Objects of the Company; and



- (b) Except as provided in Clause 5.2, no portion of the Company's income and property is to be paid or transferred directly or indirectly by way of profit to Members.

## **5.2 Payment in Good Faith**

- (a) Clause 5.1 does not prevent the payment in good faith to a Member:
  - (i) of remuneration in return for any services rendered to the Company;
  - (ii) of payment for goods supplied in the ordinary course of business;
  - (iii) of interest at a reasonable and proper rate on money borrowed from any Member; or
  - (iv) of reasonable and proper rent for premises demised or let by any Member.

## **6. LIABILITY**

The liability of the Members is limited.

The liability of a Member to contribute towards the payment of the debts and liabilities of the Company or the costs, charges and expenses of the winding up of the Company is limited to the amount set out in Clause 7.1.

## **7. WINDING UP**

### **7.1 Contribution Upon Winding Up**

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

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

### **7.2 Transfer of Property**

- (a) Distribution on winding up
  - (i) Notwithstanding any other provision in this Constitution, on the winding up or dissolution of the Company, any remaining property or asset that is a Community Housing Asset in a Participating Jurisdiction must be transferred to one of the following in the jurisdiction where the Community Housing Assets are located, as determined by the Board at or before the time of dissolution:
    - (A) the appropriate Housing Agency prescribed by the National Law; or
    - (B) another Registered Community Housing Provider.
  - (ii) Subject to clauses 7.2(a)(i) and 7.2(d), if any Surplus Assets remain on the winding up or dissolution of the Company, those Surplus Assets:
    - (A) must not be paid or given to current or former Members unless eligible under clause 7.2(b); and
    - (B) must be paid to eligible recipients selected under clauses 7.2(b) and 7.2(c).
- (b) Eligible recipients
  - (i) A fund, authority or institution is eligible to receive any Surplus Assets under clause 7.2(a)(ii) and Gift Funds under clause 7.2(d) if it:
    - (A) has not-for-profit, charitable and benevolent purposes similar to the Objects;

- (B) prohibits its income and property from being paid to members on at least the terms of this Constitution;
  - (C) is a charity registered under ACNC Law;
  - (D) is income tax exempt under the ITAA1997; and
  - (E) is a DGR.
- (c) Selection of eligible recipients
  - (i) Eligible recipients to receive any surplus referred to in clause 7.2(b) must be selected:
    - (A) by member Ordinary Resolution;
    - (B) failing clause 7.2(c)(A), by Board resolution; and
    - (C) failing clause 7.2(c)(B), by application to the Supreme Court of New South Wales.
- (d) Gift Funds
  - (i) Any Gift Funds must be transferred to eligible recipients selected under clauses 7.2(b) and (c) on the earlier of:
    - (A) the Company's DGR endorsement being revoked; or
    - (B) the winding up of the Company.

## **8. ACCOUNTS**

- (a) True accounts must be kept of:
  - (i) all money received and expended by the Company;
  - (ii) the matter in respect of which of those receipts or expenditure takes place; and
  - (iii) the property credits and liabilities of the Company.
- (b) Those accounts are to be available for inspection by the Members subject to any reasonable restrictions as to time and manner of inspection that may be imposed in accordance with the regulations of the Company for the time being.

## **9. MEMBERS**

### **9.1 Who Can Be a Member**

- (a) A person who supports the Objects of the Company is eligible to apply to be a Member of the Company under Clause 9.2.
- (b) In this Clause, 'person' means a natural person.

### **9.2 Applications for Membership**

- (a) A person may become a Member if that person in writing:
  - (i) supports the Objects of the Company;
  - (ii) agrees to comply with the Company's Constitution, including paying the guarantee under Clause 7.1 if required; and
  - (iii) applies and is approved for Membership in accordance with this Clause 9.2 and 9.3.
- (b) Applications for Membership may be on a form similar to that set out in Appendix 1 and be:
  - (i) signed by, or on behalf of, the applicant;
  - (ii) supported by the signatures of two Members; and

- (iii) lodged with the Company in accordance with any of the methods set out in Clause 28.2.

### **9.3 Directors Decide Whether to Approve Membership**

- (a) The Board must consider an application for Membership within a reasonable time after the Secretary receives the application.
- (b) If the Board approves an application, the Secretary must as soon as possible:
  - (i) Enter the new Member on the register of members, and
  - (ii) Write to the applicant to tell them that their application was approved, and the date that their Membership started.
- (c) If the Board rejects an application, the Secretary must write to the applicant as soon as possible to tell them that their application has been rejected, but does not have to give reasons.

### **9.4 When a Person Becomes a Member**

An applicant will become a Member when they are entered on the register of members.

### **9.5 Classes of Members**

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

### **9.6 No Membership Fees**

No entrance fee nor annual subscription shall be payable by any Members to the Company.

### **9.7 Register of Members**

- (a) The Secretary shall keep at the Office the register of members. The register of members shall contain for each Member:
  - (i) their full name;
  - (ii) address;
  - (iii) the date on which the entry of the Member's name in the register was made; and
  - (iv) the date membership ceased.
- (b) The register of members is to be open for inspection by Members at the determination of the Board (subject to the Corporations Act).
- (c) Information that is accessed from the register of members must only be used in a manner relevant to the interests or rights of members.

### **9.8 Transfer of Membership**

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

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

## **10. CESSATION OF MEMBERSHIP**

### **10.1 Cease Membership**

A Member immediately ceases to be a Member if they:

- (a) die;
- (b) resign in writing to the Secretary;
- (c) are expelled under Clause 11;

- (d) become insolvent or becomes an insolvent under administration with the meaning of the Corporations Act; or
- (e) have not responded within three (3) months to a written request from the Secretary seeking confirmation that they want to remain a Member.

## **10.2 Moneys Due and Payable**

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

## **10.3 Rights of Member Following Cessation of Membership**

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

## **11. EXPULSION OF MEMBERS**

If any Member:

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

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

## **12. GENERAL MEETINGS**

### **12.1 AGM**

- (a) Notwithstanding section 111L of the Corporations Act, in the event that the Board wishes to do so, it may convene an AGM.
- (b) Even if these terms are not set out in the notice of meeting, the business of an AGM may include:
  - (i) the consideration of the annual financial report, directors' report and auditor's report;
  - (ii) the election of Directors;
  - (iii) the appointment of the auditor;
  - (iv) the fixing of the auditor's remuneration.
- (c) Before or at the AGM, the Board must give information to the Members on the Company's activities and finances during the period since the last AGM.
- (d) The Chairperson of the AGM must give Members a reasonable opportunity at the meeting to ask questions or make comments about the management of the Company.

### **12.2 Convening of General Meetings**

- (a) The number of Directors which makes up one third (1/3) of its total number (rounded up to the nearest integer) may, whenever they think fit convene a general meeting of the Company.

- (b) The Board must, upon a requisition made by Members in accordance with section 249D of the Corporations Act (notwithstanding section 111L of the Corporations Act), convene a general meeting of the Company.
- (c) Notwithstanding section 111L of the Corporations Act:
  - (i) the Members may call a general meeting; and
  - (ii) the Company will do so,
 in accordance with the provisions of Part 2G.2 of the Corporations Act pertaining to the rights of members to call a general meeting.

### **12.3 Meetings Conducted Using Technology**

- (a) All provisions of this Constitution relating to general meetings apply to general meetings by telephone or using other technology.
- (b) The Company may hold a general meeting at two (2) or more venues using any technology that gives the Members a reasonable opportunity to participate, including to hear and be heard.
- (c) Anyone who participates in a general meeting by telephone or using any other technology is taken to be present in person at the meeting.

### **12.4 Notice of Meetings**

- (a) Notice of a general meeting must be given to:
  - (i) every Member;
  - (ii) every Director; and
  - (iii) the auditor for the time being (if any) of the Company,
 and no other person is entitled to receive notices of general meetings.
- (b) Notice of a general meeting must be provided in writing at least twenty-one (21) days' before the meeting in accordance with this Constitution (which may include by electronic means).
- (c) Subject to Clause 12.4(d), notice of a meeting may be provided less than 21 days before the meeting if:
  - (i) for an AGM, all the Members entitled to attend and vote at the AGM 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.
- (e) The notice must specify:
  - (i) the place, the date and the hour of meeting (and if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
  - (ii) in the case of special business (as defined by Clause 12.6), the general nature of that business;
  - (iii) in the case of an election of Directors, the names of the candidates for election;

- (iv) if applicable, a statement that a special resolution is be proposed and the words of the proposed resolution;
- (v) a statement that Members have the right to appoint proxies and that, if a Member appoints a proxy:
  - (A) the proxy may be (but need not be) another Member;
  - (B) the proxy form must be delivered to the Company at its registered address or the address (including an electronic address) specified in the notice of the meeting; and
  - (C) the proxy form must be delivered to the Company at least 48 hours before the meeting.

## **12.5 Omission to Give Notice**

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

## **12.6 Special Business**

Other than a Special Resolution, business will be special that is transacted at:

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

## **12.7 Resolutions by Members Without a General Meeting**

- (a) Any written resolution of Members (whether in one document or in several copies) signed by each Member entitled to vote is as valid and effectual as a resolution duly passed at a general meeting of the Company unless the Corporations Act requires a resolution to be passed at a general meeting of the Company.
- (b) The Company may send a written resolution by electronic means to Members and Members may approve the resolution by sending a reply by electronic means to that effect, including the text of the resolution in their reply.

## **12.8 Cancellation or Postponement of General Meeting**

- (a) Subject to the provisions of the Corporations Act and this Constitution, the Board may cancel a general meeting of the Company:
  - (i) convened by the Board; or
  - (ii) which has been convened by the Members under Clause 12.2(c) or on receipt by the Company of a written notice withdrawing the requisition signed by that Member or those Members.
- (b) The Board may postpone a general meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the Members relating to the original meeting.
- (c) Where any general meeting is cancelled or postponed or the venue for a general meeting is changed:

- (i) the Board must endeavour to notify in writing each person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by any means permitted by this Constitution and in the case of the postponement of a meeting, the new place, date and time of the meeting; and
- (ii) any failure to notify in writing any person entitled to receive notice of the meeting or failure of a person to receive a written notice shall not affect the validity of the cancellation, the change of venue or the postponement of the meeting.

### **13. PROCEEDINGS AT MEETINGS OF MEMBERS**

#### **13.1 Quorum**

- (a) Five (5) Members (present in person or by proxy or in accordance with Clause 12.3 and entitled to vote) is a quorum for general meetings.
- (b) No business may be transacted at a general meeting, except the adjournment of the meeting, unless a quorum is present.
- (c) Notwithstanding Clause 13.1(a), if the Company ever has fewer than five (5) Members, then the total number of Members shall be a quorum for general meetings.

#### **13.2 Lack of Quorum**

- (a) If within fifteen (15) minutes after the time appointed for the meeting a quorum is not present, the meeting will stand adjourned to the same day in the next week at the same time, place and mode or to such other day, place and mode as the Board determines.
- (b) If at the adjourned meeting a quorum is not present within fifteen (15) minutes after the time appointed for the meeting the meeting will be dissolved.

#### **13.3 Chairperson**

- (a) The Chairperson or, in the Chairperson's absence, the Deputy Chairperson may preside as Chairperson at every general meeting.
- (b) If:
  - (i) there is no Chairperson or Deputy Chairperson; or
  - (ii) neither the Chairperson nor the Deputy Chairperson are present within fifteen (15) minutes after the time appointed for the meeting; or
  - (iii) the Chairperson and the Deputy Chairperson are both unwilling to act as Chairperson of the meeting,

the Directors must choose another Director as Chairperson. If no Director is so chosen, or if all the Directors present decline to act as Chairperson, the Members present must choose one of their own number to be Chairperson.

#### **13.4 Adjournment**

- (a) The Chairperson of a general meeting may, with the consent of a meeting of Members at which a quorum is present (and must, if so directed by the meeting), adjourn the meeting.
- (b) 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.
- (c) 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.

### **13.5 Members' Resolutions and Statements**

- (a) Members with at least 5% of the votes that may be cast on a resolution may give:
  - (i) written notice to the Company of a resolution they propose to move at a general meeting (Members' resolution); and/or
  - (ii) a written request to the Company that the Company give all of its Members a statement about a proposed resolution or any other matter that may properly be considered at a general meeting (Members' statement).
- (b) A notice of a Members' resolution must set out the wording of the proposed resolution and be signed by the Members proposing the resolution.
- (c) A request to distribute a Members' statement must set out the statement to be distributed and be signed by the Members making the request.
- (d) Separate copies of a document setting out the notice or request may be signed by Members if the wording is the same in each copy.
- (e) The percentage of votes that Members have (as described in Clause 13.5(a)) is to be worked out as at midnight before the request or notice is given to the Company.
- (f) If the Company has been given notice of a Members' resolution under Clause 13.5(a)(i), the resolution must be considered at the next general meeting held more than two (2) months after the notice is given.
- (g) This Clause does not limit any other right that a Member has to propose a resolution at a general meeting.

### **13.6 Company Must Give Notice of Proposed Resolution or Distribute Statement**

- (a) If the Company has been given a notice or request under Clause 13.5:
  - (i) in time to send the notice of proposed Members' resolution or a copy of the Members' statement to Members with a notice of meeting, it must do so at the Company's cost, or
  - (ii) too late to send the notice of proposed Members' resolution or a copy of the Members' statement to Members with a notice of meeting, then the Members who proposed the resolution or made the request must pay the expenses reasonably incurred by the Company in giving Members notice of the proposed Members' resolution or a copy of the Members' statement. However, at a general meeting, the Members may pass a resolution that the Company will pay these expenses.
- (b) The Company does not need to send the notice of proposed Members' resolution or a copy of the Members' statement if:
  - (i) it is more than 1000 words long;
  - (ii) the Directors consider it may be defamatory;
  - (iii) Clause 13.6(a)(ii) applies, and the Members who proposed the resolution or made the request have not paid the Company enough money to cover the cost of sending the notice of the proposed Members' resolution or a copy of the Members' statement to Members; or
  - (iv) in the case of a proposed Members' resolution, the resolution does not relate to a matter than may be properly considered at a general meeting or is otherwise not a valid resolution able to be put to the Members.

### **13.7 Auditor's Right to be Heard**

The auditor (if any) is entitled to:

- (a) attend any general meeting of the Company;



- (b) be heard at any general meeting of the Company on any part of the business of the meeting that concerns the auditor in the capacity of auditor, even if:
  - (i) the auditor retires at the meeting; or
  - (ii) the meeting passes a resolution to remove the auditor from office; and
- (c) authorise a person in writing as their representative for the purpose of attending and speaking at any general meeting.

## **14. VOTES OF MEMBERS**

### **14.1 Entitlement to Vote**

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

### **14.2 Casting Vote**

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting is entitled to a casting vote in addition to a deliberative vote.

### **14.3 How Voting is Carried Out**

- (a) A resolution put to the vote at a Members' meeting shall be decided on a show of hands unless a poll is demanded (before or on the declaration of the results of the show of hands).
- (b) Before a vote is taken the Chairperson must inform the meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- (c) Unless a poll is demanded, a declaration by the Chairperson on a show of hands is conclusive evidence of the result, provided that the declaration reflects the show of hands and the votes of the proxies received.
- (d) An entry to that effect made in the minutes book of the Company signed by the Chairperson is conclusive evidence and neither the Chairperson nor the minutes need to state the number or proportion of the votes recorded in favour or against.
- (e) Subject to this Constitution and the Corporations Act, resolutions of Members are to be decided by Ordinary Majority of votes cast in respect of the relevant resolution.

### **14.4 Procedure for Polls**

- (a) A poll may be demanded on any resolution before or on the declaration of the result of a show of hands by:
  - (i) at least five (5) members having the right to vote at the meeting; or
  - (ii) the Chairperson.
- (b) The poll will be taken in the manner and at the time, place and mode as the Chairperson of the meeting directs, unless Clause 14.4(d) applies.
- (c) The result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.
- (d) A poll must be held immediately if it is demanded under Clause 14.4(a):
  - (i) for the election of a Chairperson of a meeting; or
  - (ii) on any question of adjournment of the meeting.
- (e) 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.
- (f) The demand for a poll may be withdrawn.

- (g) In the case of a dispute as to the admission or rejection of a vote, the Chairperson shall determine the dispute and the determination made in good faith will be final and conclusive.

## **15. PROXIES**

### **15.1 Appointment of Proxy**

- (a) Notwithstanding section 111L of the Corporations Act, each Member who is entitled to attend and vote at a meeting of the Members may appoint a person, who may be (but need not be) another Member, as the Member's proxy to attend and vote on a show of hands or on a poll for the Member at the meeting.
- (b) A proxy appointed to attend and vote for a Member has the same rights as the Member:
  - (i) to vote on a show of hands or on a poll (but only to the extent allowed by the appointment);
  - (ii) to speak at the meeting, except while the Member is present; and
  - (iii) to join in a demand for a poll.
- (c) A proxy appointment may be standing (ongoing).

### **15.2 Instrument of proxy**

- (a) An instrument of proxy (proxy form) must be signed by the member appointing the proxy or their attorney duly authorised in writing.
- (b) The proxy form must contain:
  - (i) the Member's name and address;
  - (ii) the Company's name
  - (iii) the proxy's name or the name of the office held by the proxy; and
  - (iv) the meeting(s) at which appointment may be used.
- (c) The Chairperson may determine in their absolute discretion that a proxy is valid even if it does not contain all of the information referred to in Clause 15.2(b).
- (d) An undated appointment is taken to have been dated on the day it is given to the Company.
- (e) A proxy form in which the name of the appointee is not filled in will be deemed to be given in favour of the Chairperson of the meeting to which it relates.

### **15.3 Proxy to be Deposited at Office**

- (a) The:
  - (i) instrument appointing a proxy; and
  - (ii) the power of attorney or other authority (if any) under which it is signed or executed; or
  - (iii) a certified copy of that power or authority (or a copy certified in another manner acceptable to the Board),

must be received by the Company at the address stated in the notice convening the meeting not less than 48 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. In default the instrument of proxy will not be treated as valid.

- (b) Where a notice of meeting provides for electronic lodgement of proxies, a proxy lodged at the electronic address specified in the notice is deemed to have been

received by the Company and validated by the Member if there is compliance with the requirements set out in the notice.

#### **15.4 Form of proxy**

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

##### **ARUMA SERVICES LTD**

**I/We**

**of**

**Being a member/members of the Company appoint**

**of**

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

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

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

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

**Signed by the said**

**in the presence of:**

or in such other form as the Board from time to time prescribes or in a particular case accepts (including electronic).

#### **15.5 Power to Demand Poll**

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

#### **15.6 Validity of Proxies**

- (a) A vote given in accordance with the terms of an instrument of proxy is valid notwithstanding:
  - (i) the previous death or unsoundness of mind of the appointor; or
  - (ii) 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.
- (b) 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.

#### **15.7 Identification of proxy**

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

## **15.8 Power of Attorney**

- (a) If a Member executes or proposes to execute an instrument or to act by or through an attorney they must:
  - (i) produce to the Company for noting the instrument appointing the attorney;
  - (ii) pay the prescribed fee (if any) for that noting; and
  - (iii) (if required) file with the Company a certified copy of that instrument which is to be retained by the Company.
- (b) The Board 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.

## **16. DIRECTORS**

### **16.1 Number**

- (a) The number of Directors must not be fewer than three (3) and not more than twelve (12), the number to be determined by the Board from time to time in accordance with the Corporations Act.
- (b) Subject to section 201P of the Corporations Act, the Board may by resolution vary the number of Directors holding office from that referred to in Clause 16.1(a).

### **16.2 Remuneration**

Directors may be paid reasonable remuneration determined by the Board for undertaking the ordinary duties of a Director.

### **16.3 Directors' Vacancies**

If the number of Directors is reduced to fewer than the minimum number fixed in accordance with Clause 16.1 or is less than the number required for a quorum, the Directors may act for the purpose of:

- (a) increasing the number of Directors to the minimum; or
  - (b) summoning a general meeting of the Company; or
  - (c) in emergencies,
- but for no other purpose.

## **17. POWERS AND DUTIES OF DIRECTORS**

### **17.1 Management of the Company**

- (a) 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.
- (b) The powers and duties of the Directors are subject to:
  - (i) the Corporations Act;
  - (ii) the ACNC Law;
  - (iii) this Constitution; and
  - (iv) any regulations (not being inconsistent with this Constitution) from time to time made by the Board.

## **17.2 Delegation of Directors' Powers and Duties**

- (a) The Directors may delegate any of their powers and duties to a Committee, a Director, an employee (such as a Chief Executive Officer) or any other person, as they consider appropriate.
- (b) The delegation must be recorded in the Company's minute book.
- (c) The Directors may withdraw, suspend or vary any of the powers which have been so delegated at any time.

## **17.3 Borrowing and Merger Powers**

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

## **18. APPOINTMENT AND REMOVAL OF DIRECTORS**

### **18.1 Directors Elected at General Meeting**

- (a) The Company may by Ordinary Resolution passed in general meeting elect an eligible Member as a Director.
- (b) A Member is eligible for election as a Director of the Company if he or she:
  - (i) Has been nominated by the Board, acting reasonably;
  - (ii) Is over the age of 18 years;
  - (iii) Consents in writing to become a Director; and
  - (iv) Is not prohibited, disqualified or otherwise prevented from being a Director under the Corporations Act, ACNC Law or any other law regulating the Company.
- (c) The Board must serve notice of each candidate for election as a Director to the Members at least seven (7) days before the meeting at which an election is to take place.

### **18.2 Term of Appointment**

- (a) Directors shall hold office for a term of three (3) years, but shall be eligible for re-election for further terms of three (3) years each, subject to Clause 18.2(c).
- (b) A Directors term of office:
  - (i) commences immediately after the AGM at which his or her election was declared; and
  - (ii) concludes at the end of the third AGM after the one at which he or she was declared elected.
- (c) Directors shall not hold office for more than three (3) consecutive terms.
- (d) A Director who is to retire from office pursuant to Clause 18.2(c) may, by unanimous resolution of the other Directors, be nominated for re-election on not more than one (1) occasion for a period which expires at the conclusion of the next AGM.
- (e) A Director who retires from office pursuant to Clause 18.2(c) or at the conclusion of the extended term provided for in Clause 18.2(d), is not eligible for re-election to the Board until after a period of at least three (3) years has passed since the expiry of the Director's previous term on the Board.

- (f) Time spent by a Director on the Board since the Reference Date shall count towards the maximum consecutive term in Clause 18.2(c).
- (g) Individuals who were Directors immediately prior to the AGM 2021:
  - (i) shall offer themselves for re-election at the third AGM after his or her last re-election as a Director; and
  - (ii) may serve until the later of:
    - (A) the end of his or her term of office; or
    - (B) the end of the AGM in the year which is the ninth (9<sup>th</sup>) AGM during his or her continuous service as a Director since the Reference Date.

### **18.3 Casual Vacancies or Additional Appointments**

Subject to Clause 16.1(a):

- (a) the Directors may at any time appoint any Member to be a Director, either to fill a casual vacancy or as an addition to the existing Directors;
- (b) any Director appointed pursuant to Clause 18.3(a) holds office until the end of the next AGM, but is eligible for election at the meeting for a full term of three (3) years; and
- (c) time between appointment under Clause 18.3(a) and election at the next AGM shall not count towards that Director's maximum consecutive term under Clause 18.2(c).

### **18.4 Office Bearers**

- (a) At the Board meeting following the AGM each year the Board shall elect from among the Directors sitting on the Board at the time of the meeting:
  - (i) a Chairperson;
  - (ii) a Deputy Chairperson; and
  - (iii) such additional Office Bearer positions as the Board deems necessary from time to time.
- (b) The Office Bearer shall hold office in the capacity of Office Bearer for a term of one (1) year, but shall be eligible for re-election for an uncapped number of further terms of one (1) year each, provided that Office Bearers shall not hold office beyond their retirement or removal from the Board of Directors.

### **18.5 Removal of Directors**

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

### **18.6 No Alternate Directors**

No Director may appoint an Alternate Director.

## **19. MANAGING DIRECTORS**

### **19.1 Appointment and Removal**

- (a) The Board may from time to time:
  - (i) appoint the chief executive officer employed by the Company from time to time (if any) to the office of Managing Director of the Company and (subject to the provisions of any contract between that person and the Company) define, limit and restrict his or her powers and duties and fix his or her

- remuneration and term of appointment as Managing Director (subject to compliance with the Corporations Act); and
- (ii) remove any Managing Director so appointed from that office and appoint another chief executive to that office as Managing Director.
- (b) A Director who is appointed other than pursuant to Clause 19.1(a) may not be appointed to the position of Managing Director.

## **19.2 Status**

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

- (a) is not subject to retirement by rotation;
- (b) is not taken into account in determining the retirement by rotation of Directors;
- (c) is subject to any contract between him or her and the Company and to this Constitution (including the same provisions as to resignation, disqualification and removal as apply to the other Directors);
- (d) immediately ceases to be a Director if he or she ceases to hold the office of Managing Director for any reason; and
- (e) shall be subject to the control of the Board.

## **20. DISQUALIFICATION OF DIRECTORS**

### **20.1 Cessation of Office**

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

- (a) the Director ceases to be a Director or is removed as a Director pursuant to the Corporations Act;
- (b) the Director becomes an insolvent under administration or makes any composition or arrangement with his or her creditors or any class of them;
- (c) the Director becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (d) the Director resigns from office by notice in writing to the Company;
- (e) the period for which the Director is elected or appointed expires;
- (f) the Director, without the permission of the other Directors, is absent from the meetings of the Board for more than half of the meetings of the Board in any six (6) month period;
- (g) the Director becomes prohibited from being a director of, or managing, a company by reason of any order made under the Corporations Act;
- (h) the Director has been disqualified by the Australian Charities and Not-for-Profits Commissioner, at any time during the preceding twelve (12) months, from being a responsible entity of a registered entity under section 45.20(4) of the ACNC Regulation; or
- (i) the Director:
  - (i) is directly or indirectly interested in any contract or proposed contract with the Company and fails to disclose the nature of that interest as required by the Corporations Act and the ACNC Regulation; and
  - (ii) the Board determines, pursuant to an investigation, that the Director deliberately failed to disclose the nature of the interest.

## **21. DIRECTORS' INTERESTS**

### **21.1 Directors' Interests**

Subject to the Corporations Act:

- (a) no Director or proposed Director is disqualified by that office from:
  - (i) entering into a contract, agreement or arrangement with the Company; or
  - (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 voided for that reason; 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.

### **21.2 Declaration of Interest**

- (a) The nature of a Director's interest in any contract, agreement or arrangement must be declared by that Director at a meeting of the Board in accordance with the Corporations Act and the ACNC Regulation as soon as practicable after the relevant facts have come to his or her knowledge.
- (b) A general notice that a Director is a member of any specified firm, partnership, entity or corporation and is to be regarded as interested in all transactions with that firm or corporation is a sufficient declaration under this Clause as regards the Director and the transactions. After giving the general notice it is not necessary for the Director to give any special notice relating to any particular transaction with that firm or corporation. It is the duty of the Secretary to record in the minutes any declaration made or any general notice given by a Director in pursuance of this Clause.

### **21.3 Votes by Interested Directors**

- (a) Subject to the Corporations Act and the ACNC Regulation, a Director who has a material personal interest in a matter that is being considered at a meeting of the Board (including, without limitation, a proposal to remunerate a Director):
  - (i) must not vote on the matter; and
  - (ii) must not be present while the matter is being considered at the meeting, unless:
    - (iii) the matter applies to an interest that the Director has in the capacity of a Member, in common with the other Members; or
    - (iv) the Board has passed a resolution that specifies the Director, the interest and the matter, and states that the Directors voting for the resolution are satisfied that the interest should not disqualify the Director from considering or voting on the matter.
- (b) The provisions of Clauses 21.3(a)(iii) and 21.3(a)(iv) shall not apply to a proposal to remunerate a Director, and Clauses 21.3(a)(i) and 21.3(a)(ii) shall always apply to such a proposal.



## **22. DIRECTORS' CONFLICTS OF INTEREST**

Without limiting Clause 21, a Director who holds an office or possesses a property whereby duties or interests might be created whether directly or indirectly in conflict with their duties or interests as Director must, declare at the next meeting of the Board the fact and the nature, character and extent of the conflict.

## **23. DIRECTORS' MEETINGS**

### **23.1 Quorum**

Until otherwise determined by the Board, 5 Directors constitute a quorum. However, in no circumstances may the Board determine that the number of Directors required to constitute a quorum be less than 3.

### **23.2 Calling of Meetings**

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

### **23.3 Meetings Conducted Using Technology**

- (a) The Directors may hold their meetings by using any technology (such as video or teleconferencing) that is agreed to by all of the Directors.
- (b) The Directors' agreement may be a standing (ongoing) one.
- (c) A Director may only withdraw their consent within a reasonable period before the meeting.

### **23.4 Notice of Meetings**

Not less than seven (7) days notice of a Board meeting is to be given to all Directors, except to a Director whom the Secretary reasonably believes to be outside Australia, in which case as much notice as is reasonably practicable such be given to that Director. Notice of Board Meetings may be given in the same manner as provided in Clause 28.1.

### **23.5 Chairperson of Meetings**

The Directors may elect a Chairperson and a deputy-Chairperson of their meetings and determine the period for which each is to hold office. If no Chairperson or deputy-Chairperson is elected or if at any meeting neither the Chairperson nor the deputy-Chairperson is present at the time appointed for holding that meeting the Directors present must elect one of their number to be Chairperson of that meeting.

### **23.6 Passing Directors' Resolutions**

- (a) Subject to Clause 23.8, questions arising at any meeting of the Board are to be decided by a majority of votes.
- (b) Each Director has one vote and a determination by a majority of the Directors will for all purposes be deemed a determination of the Board.
- (c) In case of an equality of votes at a meeting of the Board the Chairperson has a second or casting vote in addition to a deliberative vote.

### **23.7 Validation of Irregular Acts**

All acts done by any meeting of the Board or by a Committee or by any person acting as a Director will, even if it is later discovered that:

- (a) there was some defect in the appointment or continuance in office of a Director; or
- (b) the person acting as aforesaid or that they or any of them were disqualified or had vacated office or were not entitled to vote be as valid as if every person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director and had been entitled to vote.

## **23.8 Written Resolutions**

- (a) A resolution in writing signed by all the Directors is as valid and effectual as if it had been passed at a meeting of the Board duly called and constituted. That resolution may consist of several copies of a document each signed by one or more Directors.
- (b) An email transmission received by the Company and which purports to have been sent by a Director shall for the purposes of this Clause be taken to be in writing and signed by the Director at the time of the receipt of the email transmission by the Company.
- (c) A vote made by a Director using an online voting platform operated or commissioned by the Company shall for the purposes of this Clause be taken to be in writing and signed by that Director at the time the vote was received by the online voting platform.

## **24. COMMITTEES**

- (a) The Directors may delegate any of their powers to Committees consisting of one (1) or more Directors or any other person or persons as the Directors think fit. In the exercise of delegated power, any Committee formed, or person or persons appointed to the Committee, must conform to any regulation that may be imposed by the Directors.
- (b) The meetings and proceedings of Committees are to be governed by the provisions of this Constitution for regulating the meetings and proceedings of the Board so far as they are applicable and are not in conflict with, or superseded by, any regulations made by the Board under Clause 24(a).

## **25. SECRETARY**

One (1) or more Secretaries must be appointed by the Board in accordance with the Corporations Act for the terms at the remuneration and upon the conditions as the Board thinks fit. Any Secretary so appointed may be removed by the Board.

## **26. AUDITORS**

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

## **27. MINUTES AND RECORDS**

### **27.1 Minutes**

- (a) The Board shall cause minutes to be kept in accordance with the Corporations Act:
  - (i) of the names of the Directors present at each meeting of the Board and of any Committee; and
  - (ii) of all resolutions and proceedings of general meetings and of meetings of the Board and of Committees.
- (b) The minutes are to be signed by the Chairperson of the meeting at which the proceedings were held or by the Chairperson of the next succeeding meeting.

### **27.2 Accounting and Other Records**

- (a) The Board must cause proper accounting and other records to be kept and distribute copies of balance sheets if required by the Corporations Act.
- (b) The Board must from time to time determine whether and to what extent and at what times and place and under what conditions or regulations the accounting and other records of the Company or any of them are to be open to the inspection of Members not being Directors.

- (c) 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 Board or by the Company in general meeting.

## **28. NOTICES**

### **28.1 Notice to Members**

- (a) A notice may be given by the Company to any Member by, in its discretion:
  - (i) serving it on the Member personally;
  - (ii) sending it by post to the Member or leaving it at the address supplied by the Member to Company for the giving of notices;
  - (iii) sending it electronically to the electronic mail address given by the Member to the Company for the giving of notices;
  - (iv) sending it to the Member by other electronic means (if any) nominated by the Member; or
  - (v) transmitting it to the Member via an online platform.
- (b) A notice:
  - (i) Delivered in person, or left at the Member's address, is taken to be given on the day it is delivered;
  - (ii) Sent by post, is taken to be given on the third (3<sup>rd</sup>) business day after it is posted;
  - (iii) Sent by electronic mail or other electronic method, is taken to be given on the business day after it is sent; and
  - (iv) Transmitted via an online portal, is taken to be given on the day of transmission.
- (c) Any Member who has not provided or sent to the registered office, a place of address or an electronic mail address (for registration in the register) at or to which notices and documents of the Company may be served or sent is not entitled to receive any notice.

### **28.2 Notice to the Company**

- (a) Written notice or any communication under this Constitution (including application for Membership) may be given to the Company, the Directors or the Secretary by:
  - (i) Delivering it to the Company's registered office;
  - (ii) Posting it to the Company's registered office or to another address chosen by the Company for notice to be provided; or
  - (iii) Sending it to an email address or other electronic address notified by the Company to the Members as the Company's email address or other electronic address.

### **28.3 Signature to Notice**

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

## **29. DIRECTORS AND OFFICERS INDEMNITY AND INSURANCE**

### **29.1 Indemnity**

- (a) To the extent permitted by law including by the Corporations Act and the *Competition and Consumer Act 2010* (Cth), the Company must indemnify each person who is, or has been, a Director or Secretary of the Company or any of its

subsidiaries against any liability arising directly or indirectly from the person serving or having served in that capacity:

- (i) to any other person except for:
  - (A) a liability owed to the Company or a related Body Corporate;
  - (B) a liability for a pecuniary penalty or compensation order made under the Corporations Act; or
  - (C) a liability that is owed to someone (other than the Company or a related Body Corporate) which did not arise out of conduct in good faith; and
- (ii) for legal costs incurred in defending an action for liability incurred as a director or a secretary of the Company or any of its subsidiaries if the costs are not incurred:
  - (A) in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under Clause 29.1(a)(i);
  - (B) in defending or resisting criminal proceedings in which the person is found guilty;
  - (C) 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
  - (D) in connection with proceedings for relief to the person under the Corporations Act in which the court denies relief.
- (b) Clause 29.1(a)(ii)(C) 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.

## **29.2 Insurance**

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

- (a) arising directly or indirectly from the person serving or having served in that capacity including, but not limited to, a liability for negligence except where the liability arises out of:
  - (i) conduct involving a wilful breach of duty in relation to the Company or any of its subsidiaries; or
  - (ii) liability arising out of conduct that contravenes the governance standards in sections 45.5 to 45.25 of the ACNC Regulation; or
- (b) for legal costs and expenses incurred in defending proceedings, whether civil or criminal.

## **30. GIFT FUND**

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

## **31. ALTERATION OF CONSTITUTION**

- (a) This Constitution may be modified or repealed only by a special resolution of the Company in a general meeting.

- (b) Any modification or repeal of this Constitution takes effect on the date the special resolution is passed or any later date specified, or provided for, in the resolution.

**32. INAUGURAL BOARD – TRANSITIONARY PROVISION**

- (a) For the purposes of **clause 18.2**, each Director as at the Reference Date will be considered to have taken office on the Reference Date and any service as a Director before the Reference Date is to be disregarded.

## APPENDIX 1: APPLICATION FOR MEMBERSHIP

### ARUMA SERVICES LTD APPLICATION FOR MEMBERSHIP

I, ..... (full name of applicant)

of ..... (address and occupation)

#### HEREBY APPLY:

For Membership of Aruma Services Ltd and agree that upon admission as a Member, I will support the Objects of the Company and be bound by the Company's Constitution and rules for the time being in force.

.....  
*Signature of applicant*

.....  
*Date*

I ....., being a Member of the Company, nominate the above applicant, who is personally known to me, for Membership\* of the Company.

.....  
*Signature of proposer*

.....  
*Date*

I ....., being a Member of the Company, second the nomination of the applicant, who is personally known to me, for Membership of the Company.

.....  
*Signature of seconder*

.....  
*Date*