
UNITING ETHICAL INVESTORS LIMITED

ACN 102 469 821
ABN 46 102 469 821

CONSTITUTION

A company limited by guarantee under the
Corporations Act 2001 (Cth)

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PREAMBLE

This constitution replaces a constitution dated 29 March 2019.

1 PURPOSES OF THE COMPANY

1.1 Principal Purpose

The Principal Purpose of the Company is to:

- 1.1.1** further the purposes of the Uniting Church by making grants from time to time to the Uniting Church, or to other charitable institutions under the direction or control of the Uniting Church, or by assisting other charitable institutions under the direction and control of the Uniting Church to make grants to the Uniting Church;
- 1.1.2** provide ethical investment products and services which have an overall positive impact on society and the environment for the Synod of Victoria and Tasmania and any members, congregations, presbyteries, institutions, associated schools, programs, and agencies of the Uniting Church; and
- 1.1.3** do all other such other lawful things that are incidental and conducive to the advancement of the charitable and religious purposes of the Uniting Church.

1.2 Supporting Purposes

In support of the Principal Purpose, the Supporting Purposes of the Company include (without limitation) to:

- 1.2.1** in accordance with clause 2.1.3, make Community Contributions to other charitable organisations, if the recipients of Community Contributions are charitable and have purposes consistent with the ethos of the Uniting Church;
- 1.2.2** with the prior approval of the Synod, provide ethical investment products and services which have an overall positive impact on society and the environment to other clients for the purposes of deriving fees or other remuneration to apply in pursuit of its Purposes;
- 1.2.3** act as responsible entity, trustee or custodian of any type of managed investment scheme or trust for the purposes of deriving fees or other remuneration to apply in pursuit of its Purposes; and
- 1.2.4** do all lawful things consistent with, necessary or desirable to support and further the Principal Purpose within the applicable regulatory framework and in accordance with the Company's ethical charter reflected in its policies as amended from time to time whilst having an overall positive impact on society and the environment;

1.3 Relevant Considerations

In the pursuit of the Purposes and in discharging their duties under this constitution, applicable company legislation and the general law, the directors or other officers of the Company:

1.3.1 will include in their consideration the following factors:

- (a) the likely consequences of any decision or act of the company in the long term;
- (b) the interests of the company's employees;
- (c) the need to foster the company's business relationships with suppliers, clients and others;
- (d) the impact of the company's operations on the community and the environment;
- (e) the desirability of the company maintaining a reputation for high standards of business conduct;
- (f) the interests of the members of the company; and
- (g) the ability of the company to create an overall positive impact on society and the environment.

1.3.2 need not give priority to a particular factor referred to in clause 1.3.1 over any other factor.

1.4 Company powers as a body corporate

1.4.1 Solely to carry out the Purposes, the Company may, in any manner permitted by the Act:

- a) exercise any power;
- b) take any action; and
- c) engage in any conduct or procedure,

which, under the Act, a company limited by guarantee may exercise, take or engage in if authorised by its constitution.

1.4.2 Without limiting clause 1.4.1, the Company may pursue the Purposes by:

- a) raising money to further the Purposes and secure sufficient funds to pursue the Purposes; and
- b) receiving any funds and applying those funds in a manner that best attains the Purposes.

1.5 Real Property and Creation of Subsidiary Entities

1.5.1 Where the Company holds a beneficial interest in real property, the Member which is the UCA Property Trust for the State in which the real property is located will hold that real property on charitable trust for the Company.

1.5.2 Notwithstanding clause 1.4.1, the Company may not create a subsidiary entity

without the prior written consent of the Members.

2 CHARITABLE AND NOT-FOR-PROFIT NATURE OF THE COMPANY

2.1 Income applied for the Purposes

2.1.1 The income and property of the Company:

- a) must be applied solely towards the Purposes; and
- b) must not be distributed, paid or given to a Member, directly or indirectly, by way of dividend, bonus or otherwise other than as permitted by this Constitution.

2.1.2 Clause 2.1.1 does not prevent the Company from paying a Member or Officer a reasonable and proper amount with the Board's prior approval in good faith for:

- a) goods or services or other items of value supplied to the Company whether by the Synod, the Church or the Members.
- b) grants or Community Contributions made by the Company pursuant to clauses 1 and 2.1.3.
- c) in the case of a director, for the service of acting as a director;
- d) interest on money lent to the Company;
- e) rent for premises let to the Company; or
- f) the reimbursement of expenses incurred by any Member or the Church on behalf of the Company.

2.1.3 Community Contributions in any financial year may be paid in the amounts specified in the table below:

Amount granted to the Uniting Church in a financial year (Base Payment)	Maximum Community Contribution in the same financial year
Under \$3,500,000	Nil
Under \$4,000,000	\$50,000
Under \$4,500,000	\$100,000
Under \$5,000,000	\$150,000
Under \$5,500,000	\$200,000
Under \$6,000,000	\$250,000
Above \$6,000,001	5% of the Base Payment

The Community Contribution cannot be paid to any charitable organisation where the Company, its Directors or employees may receive any immediate material or personal benefit. Any Directors who hold office in charitable organisations to which it is proposed the Company make a Community Contribution is not entitled to vote on the payment of the Community Contributions to that particular charitable organisation.

2.2 Charitable purposes only

Despite anything to the contrary in this Constitution, the Company is established:

2.2.1 solely to be a not-for-profit and charitable institution; and

2.2.2 to pursue not-for-profit and charitable purposes.

2.3 Winding up

2.3.1 The Company can only be wound up or dissolved voluntarily if:

- a) pursuant to a special resolution of a general meeting; and
- b) with the prior written approval of the Synod.

2.3.2 Subject to clause 2.3.1, the Company's surplus assets, after satisfying all liabilities on wind up or dissolution:

- a) must not be paid or given to Members or former Members (unless the Member is an institution to which clause 2.3.2 applies); and
- b) must be paid to one or more funds, authorities or institutions which:
 - (1) have been approved in writing by the Synod;
 - (2) have charitable purposes similar to the Purposes;
 - (3) prohibit their income and property from being paid to members on at least the terms of this clause 2;
 - (4) are registered under the ACNC Act if the Company had been;
 - (5) are income tax exempt under the ITAA if the Company had been; and
 - (6) are selected at or before wind up or deregistration by:
 - (A) special resolution of the Members;
 - (B) failing clause 2.3.2(b)(6)(A), by application to the Victorian Supreme Court.

3 THE CHURCH

3.1 Company is an Institution of the Church

The Company is an institution established by the Synod pursuant to Regulation 3.7.4.7 of the UCA Regulations 2018 to be the ethical investment services institution serving the requirements and purposes of the Church.

3.2 Standards and directives

Subject to law and subject to complying with the conditions attaching to its taxation endorsements and registrations under the ACNC Act, the Company is in a subsidiary relationship with Synod and must adhere to any applicable Regulations, standards or policies of the Church and the Synod (as amended from time to time).

3.3 Approvals

- 3.3.1** Despite any other provision of this Constitution, the following matters require the prior written consent of the Synod:
- a) **change in services:** any substantial alteration in the services provided by the Company;
 - b) **unusual transactions:** entering into any transaction exceeding such amount equivalent to 5% of the Company's prior financial year's gross revenue which is not proposed on a commercial arm's length basis or is of an unusual or onerous nature or which is outside the ordinary course of operations of the Company;
 - c) **mergers, joint ventures, partnerships, sales and acquisitions:**
 - (1) merging, amalgamating, selling or disposing of the Company or any substantial part of its operations with any other company or organisation;
 - (2) entering into any joint venture or partnership with any other company or organisation; or
 - (3) acquiring or agreeing to acquire (whether by share purchase, assets transfer or other form of acquisition) any or all of any company or other organisation.
 - d) **disposal of assets:** sale of any Company property (including land and buildings) at a price exceeding such amount as determined from time to time by the Synod;
 - e) **borrowing:** borrowing in the aggregate in excess of such amount as determined from time to time by the Synod;
 - f) **capital expenditure:** commitment to a capital expenditure project or a series of related capital expenditure projects with an estimated cost exceeding such amount as determined from time to time by the Synod;
 - g) **payment to directors:** payments (if any) to Directors exceeding in the aggregate such amount per annum as determined from time to time by the Synod; and
 - h) **other matters:** any other matter prescribed by the Synod from time to time.

4 MEMBERSHIP

4.1 Limited liability of Members / guarantee

4.1.1 A Member's liability is limited to the guaranteed amount in clause 4.1.2.

4.1.2 If the Company is wound up or dissolved, each Member and former Member in the previous year must contribute up to two dollars (\$2) towards:

- a) the Company's liabilities contracted before the person ceased to be a Member; and
- b) costs, charges and expenses to wind up and adjust the rights of the contributors among themselves.

4.2 Classes of Members and eligibility

4.2.1 The Members comprise the two ordinary members provided for in clause 4.3.

4.3 Members

All Members hold their rights and privileges for and on behalf of the Church. The Members of the Company on and from the time that this Constitution is adopted shall be:

4.3.1 the Uniting Church in Australia Property Trust (Victoria) ABN 39 703 442 583; and

4.3.2 the Uniting Church in Australia Property Trust (Tas.) ABN 88 774 033 774, (“UCA Property Trusts”).

4.4 Member rights and obligations

Members have the right to receive notice of, attend, speak at and vote at general meetings.

4.5 Rights not transferrable

A person’s membership rights and privileges:

4.5.1 apply only whilst the person is a Member; and

4.5.2 are personal and may not be transferred or transmitted.

4.6 Representatives

The UCA Property Trusts (so long as they are Members) and a Member which is a body corporate may appoint a representative in accordance with section 250D of the Act.

4.7 Register of Members, including closure of register

4.7.1 The Company must maintain a register of Members in accordance with the Act and the ACNC Act which contains the following details for current and recent former Members:

- a) name;
- b) address and electronic mail addresses for notices;
- c) membership start and end dates; and
- d) such other information as the directors require.

4.8 Change of Member details

A Member and any nominated representatives of a Member must notify the Company in writing of any change in their name, address, or electronic mail address within 28 days of the change.

5 BECOMING AND CEASING TO BE A MEMBER

5.1 Resignation of Members

5.1.1 A Member may resign as Member by written notice to the Company.

5.1.2 The resignation takes effect when the Company receives the Member’s notice

or on a later date specified in the notice.

5.2 Ceasing to be a Member

5.2.1 The Synod may at any time terminate the membership of a Member by giving notice in writing of such termination to the Company.

5.2.2 A person automatically ceases to be a Member if the person ceases to be a Member by virtue of the termination of the Member's membership in accordance with clause 5.2.1.

6 GENERAL MEETINGS

6.1 Convening meetings — annual / special

6.1.1 General meetings other than annual general meetings are called special general meetings.

6.1.2 The Board must convene and hold at least one annual general meeting each calendar year and special general meetings of the Members if required by the Members or the Board.

6.1.3 The Board or 2 Directors may convene special general meetings of the Members.

6.2 Ordinary and special business

6.2.1 The ordinary business of an annual general meeting is to:

- a) consider the Board's, financial and auditor's reports;
- b) appoint an auditor if that office has or will become vacant at the meeting;
- c) elect or re-elect Directors; and
- d) consider any other matter required by the Act or the ACNC Act.

6.2.2 Special business means:

- a) for an annual general meeting — business which is not ordinary business according to clause 6.2.1; and
- b) for a special general meeting — all business specified in the notice of meeting.

6.2.3 The notice of meeting must specify the general nature of any special business, unless the Act or the ACNC Act requires otherwise.

6.3 Notice of meeting

6.3.1 At least 14 days' notice of any general meeting must be given specifying the place, date and time of the meeting, unless the Members require or permit some other period of notice.

6.3.2 Notice of every general meeting must be given in writing in accordance with clause 11.6 to:

- a) every Director;

- b) every Member entitled to attend who has supplied an address for notices to the Company; and
- c) the Company's auditor.

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

6.3.4 A general meeting and any resolution passed at the meeting is not invalid merely because of:

- a) the accidental omission to give notice of the meeting; or
- b) the non-receipt of any such notice.

6.4 Postponement

6.4.1 The Board may postpone, relocate or cancel a general meeting which it convened by giving at least 5 days' notice to the Members.

6.4.2 Clause 6.4.1 does not apply to a meeting requisitioned by Members or convened by the Members or by individual Directors under clause 6.1.3 or by court order.

6.5 Quorum and decision-making

6.5.1 A general meeting may not transact business unless a quorum is present when the meeting proceeds to business.

6.5.2 The quorum for general meetings is 100% of the voting Members present in person.

6.5.3 If a quorum is not present within half an hour of the time scheduled to start the general meeting:

- a) the meeting, if requisitioned or convened by Members, is dissolved; and
- b) in any other case, the meeting is adjourned to such other place, date and time as the Board determines and notifies Members (if required to do so by clause 6.7).

6.5.4 If a quorum is not present within 30 minutes from the scheduled time to start the adjourned meeting, the meeting is dissolved.

6.5.5 Except where the law requires a resolution to be passed by a special majority, questions arising at a general meeting must be decided by a majority of votes cast by the Members present at the meeting (if there are only 2 Members, all questions arising at a general meeting must be decided by unanimous vote of both Members).

6.6 Meeting chair

6.6.1 The Chair may chair a general meeting.

6.6.2 If the Chair is not present and willing to act the Deputy Chair may chair.

6.6.3 If the Chair and Deputy Chair are not present and willing to act:

- a) the Directors present may choose one of their number to chair the meeting;

- b) if no Director is present, or if all the Directors present decline to chair, the Members (or as applicable their representatives) present must choose one of their number to chair.

6.6.4 In addition to powers conferred by law, the meeting chair may:

- a) determine the meeting's conduct and procedures to ensure proper and orderly discussion or debate;
- b) make rulings without putting a question to the vote, or terminate discussion or debate and require that matter to be put to a vote; and
- c) refuse to allow debate or discussion on any matter which is not ordinary or special business.

6.6.5 All procedural decisions by the meeting chair are final.

6.7 Adjournment

6.7.1 The meeting chair:

- a) may, with the consent of any general meeting at which a quorum is present; and
- b) must, if so directed by the meeting,
- c) adjourn the meeting to some other time or place.

6.7.2 The adjourned meeting may only transact unfinished business from the original meeting.

6.7.3 If a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as required for the original meeting. It is not otherwise necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

6.8 Voting – show of hands / poll

6.8.1 A resolution put to the vote of the general meeting must be decided by a show of hands unless a poll is demanded pursuant to clause 6.8.3.

6.8.2 A declaration by the meeting chair that a resolution has on a show of hands been carried, carried unanimously, carried by a particular majority or lost, and an entry to that effect made in the minutes is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

6.8.3 A poll must be held on a resolution before the general meeting if demanded on or before the meeting chair declaring the result by at least 1 Member present in person and entitled to vote.

6.8.4 The demand for a poll may be withdrawn.

6.8.5 If a poll is demanded:

- a) when electing a meeting chair under clause 6.6.3 or on a question of adjournment, it must be taken immediately;

- b) otherwise, it must be taken at the general meeting at which it is demanded (or at its adjournment), in such manner as the meeting chair directs.

6.8.6 Any dispute regarding voting must be referred to the meeting chair, whose decision is final.

6.8.7 When conducting a vote, each member has 1 vote, both on a show of hands and a poll.

6.9 Use of technology

General meetings may be held at more than one place, provided that the technology that is used enables each Member present at all places the meeting is held to clearly and simultaneously communicate with every other Member.

6.10 Circular resolution

6.10.1 The Board may, if it thinks fit, submit any question or resolution to the vote of all Members entitled to a vote at a general meeting by circular resolution, unless the Act or the ACNC Act requires a special or ordinary resolution to be passed at a general meeting.

6.10.2 The Board may determine:

- a) the form of the circular resolution;
- b) the polling date;
- c) the method for responding to the circular resolution; and
- d) whether voting on the circular resolution is to be by secret ballot.

7 THE BOARD

7.1 Structure of board / Number of directors

The Board will comprise between 6 and 9 Directors, comprising the Chief Executive Officer who shall be appointed by the Board in accordance with clause 8.3 and up to 8 directors appointed by the Synod ("Synod Appointed Directors").

7.2 Synod Appointed Directors

7.2.1 The Board may make recommendations to the Synod for the appointment of Synod Appointed Directors.

7.2.2 In making recommendations for the appointment of Synod Appointed Directors, the Board shall have regard to the need to ensure an appropriate mix of skills, qualifications, backgrounds, experience and diversity amongst all Directors.

7.2.3 In appointing Synod Appointed Directors, the Synod must:

- a) ensure that at least one Director is a Member of the Church; and
- b) use reasonable endeavours to appoint another Director who is also a Member of the Church.

7.3 Eligibility to be a Director

A person is eligible to become a Director if he or she:

- 7.3.1** is over the age of 18 years;
- 7.3.2** consents in writing to become a Director; and
- 7.3.3** is not prohibited or disqualified or otherwise prevented from being a director of a company under the Act or a responsible person of a registered charity under the ACNC Act.

7.4 Limits on period of office as a Synod Appointed Director

Unless the Synod approves otherwise in writing, if a Synod Appointed Director has served:

- 7.4.1** 12 years or more, then the Director may finish serving the Director's current term of office but is not eligible to serve as a Director; and
- 7.4.2** 9 years or more continuously, then the Director may finish serving the Director's current term of office but does not become eligible to be appointed (whether or not to a casual vacancy) until the person has not been a Director for a subsequent continuous period of 2 years.

7.5 Term of office of Directors

- 7.5.1** A Director holds office:
 - a) from immediately after the date the Synod notifies the Company of the Director's appointment; and
 - b) for a term of three years from the date of the Director's appointment.
- 7.5.2** The Board or the Synod (as the case may be) may appoint a Director for a shorter term if the Board or the Synod so determines at the time of appointment.
- 7.5.3** Subject to clause 7.4, a retiring Director is eligible for re-appointment.
- 7.5.4** Despite clause 7.5.1, the Chief Executive Officer will remain a Director while the Chief Executive Officer remains in office.

7.6 Casual vacancies

- 7.6.1** If a casual vacancy occurs for any Director office, the Synod may appoint another eligible person in the Director's place.
- 7.6.2** The Board may continue to act despite vacancies on the Board. However, if there are less than 4 Directors, the Board may only:
 - a) act in the case of emergencies; or
 - b) convene a general meeting.

7.7 Office bearers

Subject to clause 7.9, the Board may elect and remove the following office bearers from the Directors:

7.7.1 Chair; and

7.7.2 Deputy Chair.

7.8 Resignation of directors

7.8.1 A Director may resign as Director by written notice to the Company.

7.8.2 The resignation takes effect when the Company receives the Director's notice or on a later date specified in the notice.

7.9 Ceasing to be a Synod Appointed Director

7.9.1 Subject to the Act, any Synod Appointed Director may be removed by:

- a) the Members at a general meeting with the prior written consent of the Synod; or
- b) the Synod by issuing a written direction to the Board.

7.9.2 Where one or more Directors are removed in accordance with clause 7.9.1, the reasons for removing the Director or Directors is not required to be provided.

7.9.3 A directorship automatically ceases if the Director:

- a) dies or is physically incapable of fulfilling the Director's duties as a Director;
- b) becomes disqualified from being a director pursuant to the Act or ACNC Act;
- c) for more than 3 months is absent without permission of the Board from meetings of the Board held during that period;
- d) becomes a bankrupt or makes any arrangement or composition with personal creditors generally; or
- e) 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.

7.10 Director remuneration and reimbursements

7.10.1 The Directors may be:

- a) subject to the prior written approval of the Synod, paid reasonable remuneration for undertaking the ordinary duties of a Director noting the Company's purposes and not-for-profit status;
- b) reimbursed for reasonable travel and other expenses incurred by them when engaged in the Company's business, attending meetings or otherwise in carrying out the duties of a Director where payment does not exceed any amount previously approved by the Board; and
- c) paid for any service rendered to the Company in a professional or technical capacity outside the scope of the ordinary duties of a Director where:
 - (1) the service and amount payable is on reasonable and proper terms; and

- (2) the provision of that service has the Board's prior approval.

7.11 Transitional arrangements

- 7.11.1** The Directors of the Company immediately before the adoption of this Constitution shall be Directors immediately following the adoption of this Constitution. The term of each Director's appointment immediately after the adoption of this Constitution shall be the same as the term of that Director's appointment immediately before the adoption of this Constitution.
- 7.11.2** When determining the number of years a Director has served pursuant to clause 7.4 of this Constitution, the term a Director had served immediately before the adoption of this Constitution plus the term served immediately after such adoption will be taken into account.

8 BOARD POWERS and DIRECTORS DUTIES

8.1 Management vests in Board

- 8.1.1** The Board is responsible for the governance, business and affairs of the Company. In addition to the specific powers conferred on the Board by this Constitution, the Board may exercise all the Company's powers which are not required by the Act, the ACNC Act or this Constitution to be exercised by the Members in general meeting.
- 8.1.2** The powers under clause 8.1.1 are subject to:
- a) clause 2;
 - b) this Constitution;
 - c) the Act and the ACNC Act; and
 - d) such resolution, not being inconsistent with clauses 8.1.2(a), 8.1.2(b) and 8.1.2(c), as may be passed by the Members in general meeting.
- 8.1.3** A resolution under clause 8.1.2(d) does not invalidate any prior act of the Board which would have been valid before the resolution was passed or made.

8.2 Power to delegate

- 8.2.1** Save for the powers prescribed in clauses 8.3 and 8.4, the Board may delegate its powers and functions in writing to:
- a) an officer or employee of the Company; or
 - b) a committee under clause 10
- 8.2.2** The Board may amend or revoke the terms of its delegation at any time.

8.3 Power to appoint Chief Executive Officer

- 8.3.1** The Board may appoint a Chief Executive Officer on such terms and conditions as the Board determines from time to time.

- 8.3.2** The Board may amend or revoke the terms of its delegation at any time.
- 8.3.3** The Board may remove a Chief Executive Officer, subject to the terms of any agreement between the Company and the Chief Executive Officer.
- 8.3.4** The Chief Executive Officer will have the responsibilities determined by the Board.
- 8.3.5** The Board will report the appointment or resignation or removal of the Chief Executive Officer to the Members as soon as is practicable.

8.4 Power to appoint Secretary

- 8.4.1** The Board must appoint at least one Secretary on such terms and conditions as the Board determines from time to time.
- 8.4.2** A Secretary may attend Board meetings and general meetings, if so directed by the Board from time to time
- 8.4.3** The Secretary will have the responsibilities set out in the Act and the ACNC Act.

9 BOARD MEETINGS

Subject to this clause 9, the Board may meet to consider business, adjourn and otherwise regulate its meetings as it thinks fit.

9.1 Number of meetings

The Board must meet at least 4 times per year.

9.2 Convening meetings

The Secretary must arrange a Board meeting:

- 9.2.1** at the request of the Chair; or
- 9.2.2** on the requisition of 1 or more Directors.

9.3 Notice of meeting

- 9.3.1** At least 7 days' notice of any Board meeting must be given unless the Board decides otherwise or in emergencies.
- 9.3.2** The notice must specify the business to be transacted. The Board may only transact business of a routine nature unless notice of any other business has been given either in the notice convening the meeting or in some other notice given at least 3 days before the meeting.
- 9.3.3** The decision of the meeting chair as to whether business is routine is conclusive.

9.4 Quorum and decision-making

- 9.4.1** The quorum for a Board meeting is 50% plus 1 of all Directors. A meeting at which a quorum is present may exercise all powers and discretions of the Board.
- 9.4.2** If a Board meeting is adjourned due to lack of quorum, the Chair must set a further date for the adjourned meeting.

- 9.4.3** Questions arising at a Board meeting must be decided by a majority of votes cast by the Directors present.
- 9.5 Chair**
- 9.5.1** The Chair may chair a Board meeting.
- 9.5.2** If the Chair is absent the Deputy Chair may chair.
- 9.5.3** In the absence of the Chair and the Deputy Chair, the Directors present may appoint a meeting chair from among their number.
- 9.6 Voting**
- 9.6.1** Each Director present and entitled to vote at a Board meeting has one vote. Proxy voting and alternate Directors are not permitted.
- 9.6.2** In the event of an equality of votes the meeting chair has a second or casting vote.
- 9.7 Conduct of meetings**
- Meetings of the Board will comply with this Constitution, the Act and the ACNC Act.
- 9.8 Use of technology**
- The Board may hold a technology enabled meeting if:
- 9.8.1** all Directors (other than any Director on leave of absence) have access to the technology to be used for the meeting; and
- 9.8.2** those Directors participating by technological means can hear and read the communications of all other participating Directors.
- 9.9 Circulating resolutions**
- 9.9.1** A written resolution signed or approved by a majority of Directors, using such technological means as the Board shall approve, is taken to be a decision of the Board passed at a Board meeting convened and held.
- 9.9.2** The written resolution may consist of:
- a) several documents in the same form, each signed by one or more Directors and, such a resolution takes effect when the last Director, required to reach a majority, signs such a document; or
 - b) permanent records indicating the identity of each Director, the text of the resolution and the Director's agreement or disagreement to the resolution, as the case may be, and such a resolution takes effect when the last Director, required to reach a majority, indicates his or her approval.
- 9.9.3** The Board may confirm or otherwise record a circulating resolution in the minutes of a subsequent Board meeting held in person. Failure to confirm or record a circulating resolution in the minutes in such way does not invalidate the circulating resolution.
- 9.10 Conflicts and personal interests**
- 9.10.1** A Director who has a material personal interest in a matter that relates to the affairs of the Company must give the other Directors written notice of the interest

unless the ACNC Act or section 191(2) of the Act require otherwise.

- 9.10.2** A Director who has a material personal interest in a matter that is being considered by the Board must not be present while the matter is being considered, or vote on the matter, unless permitted to do so under the ACNC Act or section 195 of the Act.

9.11 Minutes

- 9.11.1** The Board must ensure that minutes of all proceedings of general, Board and committee meetings (and meetings of any other Board entity) are recorded in a minute book within one month after the relevant meeting is held.
- 9.11.2** The minutes must be signed by the meeting chair at which the proceedings took place or by the meeting chair of the next succeeding meeting.
- 9.11.3** Minutes entered and signed are prima facie evidence of the proceedings to which they relate.

9.12 Validity of acts / procedural defects

- 9.12.1** An act or decision of the Board will not be invalid by reason only of a defect or irregularity in connection with the appointment of a Director.
- 9.12.2** For entered and signed minutes, unless the contrary is proved:
- c) the meeting is deemed to have been convened and held;
 - d) all proceedings that are recorded in the minutes as having taken place are deemed to have taken place; and
 - e) all appointments that are recorded in the minutes as having been made are deemed to have been validly made.

10 COMMITTEES

10.1 Board's power to establish committees

The Board may by regulations for this purpose establish committees as follows:

- 10.1.1** a committee will comprise two or more committee members, of which at least one must be a Director;
- 10.1.2** the committee members otherwise need not be a Director or Member;
- 10.1.2** the committee has the purpose set out in regulations approved by the Board, and may undertake the powers and functions delegated to it by the Board in such regulations;
- 10.1.3** the committee will be subject to any limitations imposed on it in the relevant regulations approved by the Board; and
- 10.1.4** in the absence of any provision in the regulations, meetings and proceedings of any committee are governed by the provisions of clause 9.

10.2 Committees

The Board may establish the following committees of the Board:

- 10.2.1** Investment Committee;
- 10.2.2** Audit, Risk and Compliance Committee;
- 10.2.3** People and Nominations Committee;
- 10.2.4** such other Board committees as the Board shall in its absolute discretion determine, with such powers, limitations and proceedings as the Board determines from time to time.

10.3 Advisory committees and groups

The Board may establish any advisory committees or groups with such powers, limitations and proceedings as the Board determines from time to time.

11 ADMINISTRATION

11.1 Change of name

The Members may, with the prior written consent of the Synod, change the Company's name by special resolution in accordance with the Act.

11.2 Amendment of Constitution

11.2.1 The Members may, with the prior written consent of the Synod, amend or replace this Constitution by special resolution in accordance with the Act and the ACNC Act. No amendment to this Constitution will be operative or have any force or effect without the prior written consent of the Synod.

11.2.2 If the Company is registered under the ACNC Act, a special resolution under clause 11.2.1 does not take effect if it would cause the Company to lose its entitlement to registration under the ACNC Act.

11.3 Accounts

The Board must cause:

11.3.1 proper accounting and other records to be kept in accordance with the requirements of the Act and the ACNC Act, and

11.3.2 financial statements to be made and laid before each annual general meeting as required by the Act and the ACNC Act.

11.4 Audits

A properly qualified auditor must be appointed and the auditor's duties regulated in accordance with the requirements of the Act and the ACNC Act.

11.5 Records and inspection

A Member (other than a Director) is entitled to inspect any document of the Company, except as otherwise provided by law.

11.6 Service of notices

11.6.1 Notices must be in writing and may be given by the Company to any Member:

- a) in person;
- b) by sending it by post to the Member at the Member's registered address;
or
- c) by sending it to the address, facsimile number, e-mail address or other address supplied for receiving notices.

11.6.2 A notice sent by post is deemed to have been given 5 Business Days after it was posted. A notice sent by facsimile, or by other electronic means, is deemed to have been given at the time the facsimile or electronic transmission is received, unless it is received on a day that is not a Business Day, or after 5.00pm on any day, in which case, it is taken to have been received on the next Business Day after it was sent.

11.7 Indemnity of officers

11.7.1 To the Relevant Extent, the Company indemnifies current and former Officers out of its assets against any Liability incurred by the Officer in or arising out of:

- a) the conduct of the Company's affairs or business; or
- b) the discharge of the Officer's duties,

unless the Liability arises out of conduct involving fraud, criminal act, gross negligence or wilful misconduct.

11.7.2 To the Relevant Extent, the Company may execute any deed in favour of any current or former Officer to confirm the indemnities conferred by clause 11.7.1 in relation to that person to the extent the law does not preclude the Company from doing so.

11.7.3 Clause 11.7.1 applies whether or not any deed is executed under clause 11.7.2.

11.7.4 In this clause 11.7 and clause 11.8:

- a) "**Liability**" includes cost, charge, loss, damage, expense or penalty; and
- b) "**To the Relevant Extent**" means to the extent the Company is not precluded from doing so by law (including the Act).

11.8 Insurance

To the Relevant Extent:

11.8.1 the Company may pay or agree to pay premiums for directors and officers insurance to insure current or former Officers against any Liability incurred by the Officer in or arising out of:

- f) the conduct of the Company's affairs or business; or
- g) the discharge of the Officer's duties; and

11.8.2 the Company may execute any deed in favour of any current or former Officer to take out insurance referred to in clause 11.8.1, on such terms as the Board considers appropriate.

11.9 Company seal

- 11.9.1** The Board will determine whether or not the Company is to have a common seal and, if so, will provide for the safe custody of such seal.
- 11.9.2** The common seal, if any, of the Company may only be affixed to any instrument with the authority of the Board.
- 11.9.3** The affixing of the common seal must be attested by the signatures of persons authorised by the Board for that purpose.

11.10 Definitions

In this Constitution:

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

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

“**Board**” means the board of Directors of the Company with a quorum to transact business;

“**Business Day**” means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in Melbourne, Australia;

“**Chair**” means the Director and office bearer under clause 7.7.1;

“**Church**” means The Uniting Church in Australia inaugurated in accordance with The Uniting Church in Australia Act 1977 (Victoria) and The Uniting Church in Australia Act 1977 (Tasmania) and includes where the context requires, The Uniting Church in Australia Property Trust (Victoria) and The Uniting Church in Australia Property Trust (Tasmania) or their respective successors;

“**Community Contributions**” means grants made from time to time to charitable organisations (other than the Uniting Church);

“**Company**” means the company named on page 1 of this Constitution;

“**Constitution**” means this constitution of the Company;

“**Director**” means a person for the time being who performs the role of director of the Company;

“**Deputy Chair**” means the Director and office bearer under clause 7.7.2;

“**Institution**” has the meaning prescribed in the Regulations of the Church;

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

“**Member**” means a person who is a member of the Company pursuant to clause 4.3 ;

“**Members of the Church**” means baptised members, confirmed members or members in association of the Church;

“**Officer**” has the meaning given in the Act;

“**Principal Purpose**” means the principal purposes set out in in clause 1.1;

“**Purposes**” means the Principal Purpose and the Supporting Purposes;

“**Regulations**” means the regulations of the Church;

“**Secretary**” means a secretary appointed under clause 8.4;

“**Standing Committee**” means the standing committee of the Synod from time to time;

“**Supporting Purposes**” means the supporting purposes set out in clause 1.2; and

“**Synod**” means the Synod of the Church in Victoria and Tasmania or its Standing Committee or its duly authorised sub-committees or officers when acting on behalf of the Synod between meetings of the Synod.

11.11 Interpretation rules

Unless the contrary intention appears in this Constitution:

- 11.11.1** words importing the singular include the plural, and words importing the plural include the singular;
- 11.11.2** words importing a gender include every other gender;
- 11.11.3** words used to denote persons generally or importing a natural person include any company, corporation, body corporate or other body (whether or not the body is incorporated);
- 11.11.4** a reference to a person includes that person’s successors, legal personal representatives and permitted transferees;
- 11.11.5** a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- 11.11.6** where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- 11.11.7** headings and bold text are for convenience only and do not affect its interpretation; and
- 11.11.8** a Member is to be taken to be present at a general meeting if the Member is present in person or by proxy or attorney.

11.12 Application of Act

- 11.12.1** This Constitution is to be interpreted subject to the Act. However, the rules that apply as replaceable rules to companies under the Act do not apply to the Company.
- 11.12.2** Unless the contrary intention appears, a word or expression in a clause that is defined in section 9 of the Act has the same meaning in this Constitution as in that section.

11.13 Application of ACNC Act

This Constitution is to be interpreted subject to the ACNC Act.-