

CONSTITUTION
OF
Plast Ukrainian Youth Association of
New South Wales Limited

Australian Business Number (ABN) 67 000 413 927

A company limited by guarantee

Contents

Preliminary 3

Objects and powers..... 3

Members 7

Dispute resolution and disciplinary procedures..... 10

General meetings of members..... 13

Members’ resolutions and statements 16

Voting at general meetings 17

Directors 20

Powers of directors 22

Duties of directors 23

Directors’ meetings 24

Secretary..... 25

Minutes and records 26

Notice 27

Financial matters 28

Indemnity, insurance and access 28

Winding up 29

Definitions and interpretation 29

Schedule 1 - Plast Law 32

Schedule 2 - Plast Oath..... 33

Preliminary

1. Name of the company

The name of the **company** is Plast Ukrainian Youth Association of New South Wales Limited (the **company**).

2. Type of company

The **company** is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a not-for-profit.

3. Liability of members limited to the guarantee

3.1 Each member (other than youth members and novice members who are under the age of 18 years old) must contribute an amount not more than \$10 (the **guarantee**) to the property of the **company** if the **company** is wound up:

- (a) while the member is a member, or within 12 months after they stop being a member; and
- (b) at the time of winding up, the debts and liabilities of the **company**, including the costs of winding up incurred before the member stopped being a member exceed the **company's** assets.

3.2 The liability of each member is limited to the amount of the **guarantee**.

Objects and powers

4. Objects

4.1 The objects for which the **company** is established are to:

- (a) carry on the Plast scout movement for the benefit of children and young people of Ukrainian heritage in New South Wales, which includes:
 - i. fostering, mentoring and supporting the development of their physical and spiritual health and strength;
 - ii. teaching the principles and ideals of good citizenship; and
 - iii. developing leadership skills and exemplary qualities;
- (b) advance education, which includes teaching scouting skills, bushcraft, natural history and nature in general;
- (c) advance Ukrainian culture, which includes teaching, promoting and/or furthering Ukrainian heritage and culture;
- (d) advance social or public welfare, which may include:
 - i. relieving the poverty, distress and/or disadvantage of individuals or families in and outside of Australia; and
 - ii. supporting programs that:
 - A. provide humanitarian, medical, financial and/or non-financial aid or support; and/or
 - B. provide protection, help and/or care,

to displaced persons, victims of war and/or other people in need in and outside of Australia;

- (e) make gifts for religious, educational and/or charitable purposes in or outside of Australia; and
- (f) do all such things that further or promote and/or are incidental or conducive to the attainment of the objects of the **company** from time to time.

4.2 For the purposes of achieving or furthering the objects set out in clause 4.1 of the constitution, the **company** may from time to time:

- (a) promote awareness and knowledge of the objects and activities of the **company** and/or the Plast scout movement;
- (b) establish, support, collaborate, co-operate and maintain close relationships and communications with any branch, committee, group, division, association, organisation and/or affiliated body of the Plast scout movement in and/or outside of Australia, and make gifts or contributions to them;
- (c) organise, host, conduct and/or carry on scouting activities, camps, programs (including education, environmental, social or community programs), functions, events, entertainment of any kind and/or other activities;
- (d) create, develop, modify, publish and disseminate materials and information relating to objects and activities of the **company** and/or the Plast scout movement and produce, edit, publish, issue, sell, circulate, comment and preserve such social media or other publications, papers, periodicals, books, circulars and other literary works;
- (e) administer one or more funds into which all gifts, contributions, donations and/or bequests to the **company** are made;
- (f) establish and maintain relationships and close communications with corporations, entities, associations, foundations, institutions, organisations and groups that may have related interests or similar objects to the **company** and/or to share or utilise their resources and/or facilities;
- (g) acquire and maintain facilities;
- (h) provide or attract funds for the facilitation of the objects of the **company**, including without limitation undertaking, promoting or facilitating fundraising activities;
- (i) provide financial or non-financial assistance and other support to like-minded not-for-profit organisations from time to time; and
- (j) do all such things or engage or participate in such activities that are incidental, ancillary or conducive to the attainment or furtherance of the **company's** objects.

5. Powers

5.1 Subject to clause 6, the **company** has all the powers of a company limited by guarantee under the **Corporations Act** to carry out its purpose(s) and objects set out in clause 4.1.

- 5.2 Without limiting the generality of clause 5.1, the **company** has all rights, powers and privileges and legal capacity of a natural person, including the power to:
- (a) acquire, purchase, sell, dispose of and/or otherwise deal with any real and personal property;
 - (b) lease, occupy, use and/or control the whole or any part of any land or building;
 - (c) open and maintain any account or accounts with any bank or authorised deposit-taking or financial institution and to operate such account or accounts;
 - (d) accept, retain and/or reject gifts, donations, contributions, devises, bequests or assignments made to the **company**, whether on trust or otherwise, and whether unconditionally or subject to a condition and, if a gift, devise, bequest or assignment is accepted by the **company** for the **company** on trust or subject to a condition, to act as trustee or to comply with the condition, as the case may be;
 - (e) pay, apply, retain, hold, accumulate, invest and/or carry forward any income, gift, donation, contribution, devise and bequest;
 - (f) invest in, sell, acquire, purchase, create, donate, gift, transfer, exchange, realise, call in, covert or otherwise deal, donate or dispose of the whole or any part of the investments and/or property of all kinds whether real or personal (and including securities, debts, deposits and chose in action of every description) and whether or not such property is improved or unimproved and whether or not such property produces income as if it was the absolute owner;
 - (g) purchase, draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, and other negotiable or transferable instruments of any kind;
 - (h) change an investment for any other or vary the terms and conditions on which any investment is held;
 - (i) enter into contracts and other written agreements;
 - (j) borrow, raise and/or secure the payment of money and secure the repayment of any debt, liability, contract, guarantee or other engagement in any way and, in particular, by mortgage, charge, lien, encumbrance, debenture or other security, fixed or floating, over any present or future asset of any kind and wherever situated;
 - (k) lend money to any person, company, entity, charity, association, fund, institution and/or organisation whether secured by debentures or in any other way or not secured and at such rate of interest and upon such terms as the **board** shall see fit from time to time;
 - (l) in respect of real property (or any part thereof) to which the **company** holds any right, title and/or interest:

- i. build, erect, improve, demolish, reconstruct, repair, maintain, enlarge, renew, manage, use, demolish and/or alter any building and/or improvements;
 - ii. subdivide or develop any parts thereof;
 - iii. demise or let any parts thereof; and/or
 - iv. renew, alter or vary any mortgage or mortgages which may exist on any part thereof upon such terms and conditions as the **board** from time to time shall think fit and the **company** may raise money upon the security or mortgage any part or parts thereof for the purpose of repaying any such mortgage or any mortgage that may be given in substitution therefor at such rate of interest and upon such terms and conditions as the **board** shall in its absolute discretion think fit;
- (m) compromise, compound, abandon, submit to arbitration or otherwise settle any debt account claim or thing whatsoever relating to the **company** including releasing the payment in whole or in part of any interest moneys or principal moneys remaining unpaid to the **company**;
- (n) employ, appoint, engage and/or remove or suspend and pay such officers, employees, consultants, contractors, professional advisors, agents and/or other persons to carry our activities on behalf of, and/or to implement the objects of, the **company** as the **board** from time to time see fit and the **board** shall determine the duties, responsibilities and powers of such persons and fix their fees, salary and remuneration;
- (o) make gifts of money and/or property of all kinds whether real or personal to any religious, educational and/or charitable purposes; and/or
- (p) do all other things incidental to the exercise of the **company's** powers or conducive to the attainment of its objects.

5.3 The powers and discretions in clause 5.2 are to be treated as supplementary or in addition to the powers vested in the **company** by law.

6. Not-for-profit

6.1 The **company** must not distribute any income or assets directly or indirectly to its members, except as provided in clauses 6.2, 43.2 and 68.

6.2 Clause 6.1 does not stop the **company** from doing the following things, provided they are done in good faith:

- (a) paying a member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the **company**; or
- (b) making a payment to a member in carrying out the **company's** charitable purpose(s) or objects.

7. Amending the constitution

7.1 Subject to clause 7.3, the members may amend this constitution by passing a **special resolution**.

7.2 Any amendment to this constitution will take effect from the date of the **special resolution**, or from any later date specified in the resolution.

- 7.3 The members must not pass a **special resolution** that amends this constitution if passing it would mean the **company** would no longer be not-for-profit.

Members

8. Membership and register of members

- 8.1 The members of the **company** consist of:
- (a) the members as at the date this constitution is adopted as the constitution of the **company**; and
 - (b) any other person that the **board** allows to be a member, in accordance with this constitution,
- and have not since ceased to be a member.
- 8.2 The **company** must establish and maintain a register of members. The register of members must be kept by the secretary and must contain:
- (a) for each current member:
 - i. name;
 - ii. address;
 - iii. any alternative address or email address nominated by the member for the service of notices; and
 - iv. date the member was entered on to the register; and
 - (b) for each person who stopped being a member in the last 7 years:
 - i. name;
 - ii. address;
 - iii. any alternative address or email address nominated by the member for the service of notices; and
 - iv. dates the membership started and ended.
- 8.3 The **company** must allow members to inspect the register of members.
- 8.4 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. Class of members

- 9.1 The classes of members as the date of this constitution are:
- (a) senior members who have reached the age of 35 years;
 - (b) ordinary members who have reached the age of 18 years but not yet reached the age of 35 years;
 - (c) youth members who have reached the age of 12 years but not yet reached the age of 18 years;
 - (d) novice members who have reached the age of 7 years but not yet reached the age of 12 years; and
 - (e) Ptashata members who have reached the age of 2 years old but not yet reached the age of 7 years,

and the **board** may, at any time and from time to time, change the minimum and maximum age requirements, thresholds and/or limits for the classes of members.

9.2 A member will transition from the Ptashata group class to novice group class upon:

- (a) reaching the age of 7 years old (or such other age as determined by the **board** from time to time); and
- (b) presentation of the novice member scarf to that member.

9.3 A member will transition from novice group class to youth group class upon:

- (a) reaching the age of 12 years old (or such other age as determined by the **board** from time to time);
- (b) successfully completing and/or demonstrating the requisite skills, tests and/or competencies set by the **company** from time to time; and
- (c) presentation of the youth member scarf to that member.

9.4 Subject to payment of any annual membership fee or other fee or charge to the **company** (if any), a member will automatically transition:

- (a) from youth group class to ordinary member class; and
- (b) from ordinary class to senior class,

upon attaining the requisite minimum age for that class.

9.5 The **board** may, from time to time but subject to clause 10.4, establish different classes of membership of the **company** and may prescribe the qualifications, rights and privileges of persons admitted to membership in, or transferred into, such classes of membership provided that it is not inconsistent with the practice, rules, by-laws and/or customs of Plast National Organization of Ukraine in Ukraine.

10. Rights of members

10.1 Subject to this clause 10, the members are entitled to all rights and privileges of membership of the **company**.

10.2 Subject to clause 15.5, only senior members and ordinary members shall be entitled to vote at **general meetings** of the **company**.

10.3 A right, privilege or obligation of a person by reason of their membership of the **company**:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates on cessation of membership of the **company** whether by death, resignation or other reason.

10.4 If at any time the **board** exercise the powers under clause 9.5, the rights, restrictions or obligations of members or any class of members may be varied by:

- (a) the written consent of not less than 75% of the members or the members of that class; or
- (b) **special resolution** of the members.

- 10.5 To the maximum extent permitted by law, the **company** is not liable for any loss, damage, harm and/or injury suffered by the member arising out of or in connection with their membership of the **company**.

11. Who can be a member

A person who supports the objects and purposes of the **company** is eligible to apply to be a member of the **company** under clause 12 if they are proposed and seconded in writing by members who have personal knowledge of the applicant.

12. How to apply to become a member

A person seeking to become a member of the **company** may apply for membership in writing in a form, if any, approved by the **board** from time to time to the secretary stating that they:

- (a) want to become a member;
- (b) support the objects and purpose(s) of the **company**;
- (c) agree to comply with the **company's** constitution, including paying the **guarantee** under clause 4 if required; and
- (d) agree to comply with the **Plast law** and the **Plast oath**,
and the application must be accompanied by:
 - (e) written nomination in such form (if any) as approved by the **board** from time to time (including electronically) of the two members who must have personal knowledge of the applicant; and
 - (f) where the applicant is under the age of 18 years, the written consent (in a form, if any, approved by the **board** from time to time) of the applicant's parents or legal guardian.

13. Board decides whether to approve membership

- 13.1 The **board** must consider an application for membership within a reasonable time after the secretary receives the application.
- 13.2 If the **board** approve an application, the secretary must as soon as possible:
- (a) enter the new member on the register of members, and
 - (b) write to the applicant to tell them that their application was approved, and the date that their membership started (see clause 14).
- 13.3 If the **board** reject an application:
- (a) the secretary must write to the applicant as soon as possible to tell them that their application has been rejected; and
 - (b) the **board** do not have to give reasons.
- 13.4 For the avoidance of doubt, the **board** may approve an application even if the application does not state the matters listed in clauses 12(a), 12(b) or 12(c). In that case, by applying to be a member, the applicant agrees to those three matters.

14. When a person becomes a member

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

15. Joining fee and Membership fees

- 15.1 Each member must pay a joining fee and an annual membership fee, unless the **board** decides otherwise.
- 15.2 The joining fee shall be determined by the **board** from time to time. The joining fee can vary between members and classes of members.
- 15.3 Subject to the following provisions of this clause, the **board** will determine the annual membership fee payable by members or any class of members in each financial year and that annual membership fee can vary between members and classes of members.
- 15.4 The annual membership fee (if any) is required to be paid by members by the date specified in the relevant fee notice.
- 15.5 Any member required to pay an annual membership fee under clause 15 who has not paid the fee in accordance with this clause may not exercise any of the rights associated with that member's membership, including the right to exercise any vote the member may have at a meeting of members.

16. Transfer of membership

Membership of the **company** and the associated rights cannot be transferred or sold.

17. When a person stops being a member

- 17.1 A person immediately stops being a member if they:
 - (a) die;
 - (b) resign, by writing to the secretary;
 - (c) are expelled under clause 19; or
 - (d) have not responded within three months to a written request from the secretary that they confirm in writing that they want to remain a member.
- 17.2 If a person required to pay an annual membership fee under clause 15 fails to pay the membership fee within four months after the date on which that membership fee becomes due (or such other period that the **board** may determine from time to time), the **board** may terminate that person's membership by notice in writing and that person immediately stops being a member at the date of that notice. The **board** may in its discretion reinstate membership if the membership fee (and any associated arrears) is paid by the person after the date of the notice.

Dispute resolution and disciplinary procedures

18. Dispute resolution

- 18.1 The dispute resolution procedure in this clause applies to disputes (disagreements) under this constitution between a member or director and:
 - (a) one or more members;
 - (b) one or more directors; or
 - (c) the **company**.

- 18.2 A member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 19 until the disciplinary procedure is completed.
- 18.3 Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it, or within a timeframe agreed by those involved.
- 18.4 If those involved in the dispute do not resolve it under clause 18.3, they must within 10 days (or within a timeframe agreed by those involved):
- (a) tell the **board** about the dispute in writing;
 - (b) agree or request that a mediator be appointed, and
 - (c) attempt in good faith to settle the dispute by mediation.
- 18.5 The mediator must:
- (a) be chosen by agreement of those involved; or
 - (b) where those involved do not agree:
 - i. for disputes between members, a person chosen by the **board**; or
 - ii. for other disputes, a person chosen by the Chair (or their nominee) of the Resolution Institute (ABN 69 008 651 232).
- 18.6 A mediator chosen by the **board** under clause 18.5(b)(i):
- (a) may be a member or a director or former member or former director of the **company**;
 - (b) must not have a personal interest in the dispute; and
 - (c) must not be biased towards or against anyone involved in the dispute.
- 18.7 When conducting the mediation, the mediator must:
- (a) allow those involved a reasonable chance to be heard;
 - (b) allow those involved a reasonable chance to review any written statements;
 - (c) ensure that the mediation is conducted in a manner free from bias; and
 - (d) not make a decision on the dispute.

19. Disciplining members

- 19.1 In accordance with this clause, the **board** may resolve to warn, suspend or expel a member from the **company** if the **board** consider that:
- (a) the member has breached this constitution;
 - (b) the member has wilfully refused or neglected to comply with the rules, policies, regulations and/or any by-laws of the **company**, including but not limited to the **Plast law** and the **Plast oath**;
 - (c) the member, in the opinion of **board**, is guilty of any conduct deemed by the **board** to be unbecoming of a member or prejudicial to the interests of the **company**;

- (d) the member, in the opinion of the **board**, fails to perform or fulfil any obligation, responsibility or duty attached to their membership class of the **company**; and/or
 - (e) the member's behaviour is causing, has caused, or is likely to cause harm to the **company**.
- 19.2 At least 14 days before the directors' meeting at which a resolution under clause 19.1 will be considered, the secretary must notify the member in writing:
 - (a) that the **board** is considering a resolution to warn, suspend or expel the member;
 - (b) that this resolution will be considered at a directors' meeting and the date of that meeting;
 - (c) what the member is said to have done or not done;
 - (d) the nature of the resolution that has been proposed; and
 - (e) that the member may provide an explanation to the **board**, and details of how to do so.
- 19.3 Before the **board** passes any resolution under clause 19.1, the member must be given a chance to explain or defend themselves by:
 - (a) sending the **board** a written explanation before that directors' meeting; and/or
 - (b) speaking at the director's meeting.
- 19.4 After considering any explanation under clause 19.3, the **board** may:
 - (a) take no further action;
 - (b) warn the member;
 - (c) suspend the member's rights as a member for such period as the **board** shall think fit;
 - (d) expel the member;
 - (e) refer the decision to an unbiased, independent person on conditions that the **board** consider appropriate (however, the person can only make a decision that the **board** could have made under this clause); or
 - (f) require the matter to be determined at a **general meeting**.
- 19.5 The **board** cannot fine a member.
- 19.6 The secretary must give written notice to the member of the decision under clause 19.4 as soon as possible. In the case of a youth member or novice member, notice shall be given to their parents or legal guardian.
- 19.7 Disciplinary procedures must be completed as soon as reasonably practical.
- 19.8 The **company**, the **board** and its officers will have no liability for any loss, harm, cost, expense or injury suffered by the member as a result of any decision made in good faith under this clause.

General meetings of members

20. Calling a general meetings

- 20.1 The **board** may call a **general meeting**, including an annual **general meeting**.
- 20.2 If members with at least 20% (or, if the **Corporation Act** applies, at least 5%) of the votes that may be cast at a **general meeting** make a written request to the **company** for a **general meeting** to be held for a proper purpose, the **board** must:
- (a) within 42 days (or, if the **Corporation Act** applies, 21 days) of the members' request, give all members notice of a **general meeting**; and
 - (b) hold the **general meeting** within 3 months of the members' request.
- 20.3 The percentage of votes that members have (in clause 20.2) is to be worked out as at midnight before the members request the meeting.
- 20.4 The members who make the request for a **general meeting** must:
- (a) state in the request any resolution to be proposed at the meeting;
 - (b) sign the request; and
 - (c) give the request to the **company**.
- 20.5 The members making the request may sign the request by signing a physical form of the document by hand or by signing an electronic form of the document using electronic means, which identifies the person and indicates the person's intention.
- 20.6 Separate copies of a document setting out the request may be signed by members if the wording of the request is the same in each copy.
- 20.7 If the **board** do not call the meeting within 42 days (or, if the **Corporation Act** applies, 21 days) of being requested under clause 20.2, 50% or more of the members who made the request may call and arrange to hold a **general meeting**.
- 20.8 To call and hold a meeting under clause 20.7 the members must:
- (a) as far as possible, follow the procedures for **general meetings** set out in this constitution;
 - (b) call the meeting using the list of members on the **company's** member register, which the **company** must provide to the members making the request at no cost; and
 - (c) hold the **general meeting** within four months after the request was given to the **company**.
- 20.9 The **company** must pay the members who request the **general meeting** any reasonable expenses they incur because the **board** did not call and hold the meeting.

21. Using technology to hold meetings

- 21.1 The **company** may hold a **general meeting** at two or more venues using any **virtual meeting platform** or using a **virtual meeting platform** only, where the platform gives members a reasonable opportunity to participate, including to hear and be heard.

- 21.2 Anyone using this platform is taken to be present in person at the meeting.
- 21.3 If the **general meeting** is held using a **virtual meeting platform** only, then:
- (a) the place of the meeting is taken to be the address for service of the **company**; and
 - (b) the time of the meeting is taken to be the time at the address for service of **the company**.
- 21.4 If the **general meeting** is held at more than one physical venue (whether or not it is also held using a **virtual meeting platform**), then:
- (a) the place of the meeting is taken to be the main physical venue of the meeting as set out in the notice of the meeting; and
 - (b) the time of the meeting is taken to be the time at the main physical venue of the meeting as set out in the notice of the meeting.

22. Notice of general meetings

- 22.1 Notice of a **general meeting** must be given to:
- (a) each member entitled to vote at the meeting;
 - (b) each director; and
 - (c) the auditor (if any).
- 22.2 Notice of a **general meeting** must be provided in writing at least 21 days before the meeting.
- 22.3 Subject to clause 22.4, notice of a **general meeting** may be provided less than 21 days before the meeting if members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- 22.4 Notice of a **general meeting** cannot be provided less than 21 days before the meeting if a resolution will be moved to:
- (a) remove a director;
 - (b) appoint a director in order to replace a director who was removed; or
 - (c) remove an auditor.
- 22.5 Notice of a **general meeting** must include:
- (a) the place, date and time for the meeting (and if the meeting is to be held in two or more places or virtually, the **virtual meeting platform** that will be used to facilitate this);
 - (b) a statement regarding the member's right to request documents be sent in electronic or physical form;
 - (c) the general nature of the meeting's business;
 - (d) if applicable, that a **special resolution** is to be proposed and the words of the proposed resolution; and
 - (e) a statement that members entitled to vote have the right to appoint proxies and that, if a member appoints a proxy:

- i. the proxy must be 18 years old or older;
 - ii. the proxy must be a member of the **company**;
 - iii. the proxy form must be delivered to the **company** at its address for service or the address (including an electronic address) specified in the notice of the meeting; and
 - iv. the proxy form must be delivered to the **company** at least 48 hours before the meeting.
- 22.6 If a **general meeting** is adjourned for one month or more, the members must be given new notice of the resumed meeting.
- 22.7 The failure or accidental omission to send notice of a general meeting to, or the non-receipt of a notice by any person entitled to notice does not invalidate the proceedings on any resolution passed at that meeting.

23. Quorum at general meetings

- 23.1 For a **general meeting** to be held, at least 10 members entitled to vote (a **quorum**) must be present for the whole meeting. When determining whether a quorum is present, a member may only be counted once (even if that person is a proxy of one or more members).
- 23.2 No business may be conducted at a **general meeting** if a quorum is not present.
- 23.3 If there is no quorum present within 30 minutes after the starting time stated in the notice of **general meeting**, the **general meeting** is adjourned to the date, time and place that the **chairperson** specifies. If the **chairperson** does not specify one or more of those things, the meeting is adjourned to:
- (a) if the date is not specified – the same day in the next week;
 - (b) if the time is not specified – the same time; and
 - (c) if the place is not specified – the same place.
- 23.4 If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

24. Right of non-members to attend meetings

- 24.1 The **chairperson** of a **general meeting** or the **board** may invite any person to attend and address a meeting.
- 24.2 Any auditor and any director of the **company** is entitled to attend and address a **general meeting**.
- 24.3 The **company** must give the auditor (if any) any communications relating to the **general meeting** that a member of the **company** is entitled to receive.

25. Chairperson for general meetings

- 25.1 The **chairperson** is entitled to chair **general meetings**.
- 25.2 The **members present** and entitled to vote at a **general meeting** may choose a director to be the **chairperson** for that meeting if:

- (a) there is no **chairperson**; or
- (b) the **chairperson** is not present within 30 minutes after the starting time set for the meeting; or
- (c) the **chairperson** is present but says they do not wish to act as chairperson of the meeting.

26. Role of the chairperson

- 26.1 The **chairperson** is responsible for the conduct of the **general meeting**.
- 26.2 The **chairperson** must give members a reasonable opportunity to make comments and ask questions (including to the auditor (if any)).
- 26.3 The **chairperson** has a second casting vote if an equal number of votes is cast for and against a resolution.

27. Adjournment of meetings

- 27.1 If a quorum is present, a **general meeting** must be adjourned if a majority of **members present** and entitled to vote direct the **chairperson** to adjourn it.
- 27.2 Only unfinished business may be dealt with at a meeting resumed after an adjournment.

Members' resolutions and statements

28. Members' resolutions and statements

- 28.1 Members with at least 20% (or, if the **Corporation Act** applies, at least 5%) of the votes that may be cast on a resolution may give:
 - (a) written notice to the **company** of a resolution they propose to move for a proper purpose at a **general meeting (members' resolution)**; and/or
 - (b) 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)**.
- 28.2 A notice of a members' resolution must set out the wording of the proposed resolution and be signed by the members proposing the resolution.
- 28.3 A request to distribute a members' statement must set out the statement to be distributed and be signed by the members making the request.
- 28.4 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.
- 28.5 The percentage of votes that members have (as described in clause 28.1) is to be worked out as at midnight before the request or notice is given to the **company**.
- 28.6 If the **company** has been given notice of a members' resolution for a proper purpose under clause 28.1(a), the resolution must be considered at the next **general meeting** held more than two months after the notice is given.
- 28.7 This clause does not limit any other right that a member has to propose a resolution at a **general meeting**.

29. Company must give notice of proposed resolution or distribute statement

- 29.1 If the **company** has been given a notice or request under clause 28:
- (a) 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
 - (b) 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.
- 29.2 The **company** does not need to send the notice of proposed members' resolution or a copy of the members' statement to members if:
- (a) it is more than 1,000 words long;
 - (b) the **board** consider it may be defamatory or inconsistent with the **Plast law** and/or the **Plast oath**;
 - (c) clause 29.1(b) 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
 - (d) in the case of a proposed members' resolution, the resolution does not relate to a matter that may be properly considered at a **general meeting** or is otherwise not a valid resolution able to be put to the members.

Voting at general meetings

30. How many votes a member has and majority vote

Subject to clauses 10 and 15.5, each member entitled to vote has one vote. A resolution of members must be passed by a majority of votes cast by members entitled to vote unless required otherwise under the law or this constitution.

31. Challenge to member's right to vote

- 31.1 A member or the **chairperson** may only challenge a person's right to vote at a **general meeting** at that meeting.
- 31.2 If a challenge is made under clause 31.1, the **chairperson** must decide whether or not the person may vote. The **chairperson's** decision is final.

32. How voting is carried out

- 32.1 Voting must be conducted and decided by:
- (a) a show of hands;
 - (b) a vote in writing; or

- (c) another method chosen by the **chairperson** that is fair and reasonable in the circumstances.
- 32.2 Before a vote is taken, the **chairperson** must note whether any proxy votes have been received and, if so, how the proxy votes will be cast.
- 32.3 On a show of hands, the **chairperson's** decision is conclusive evidence of the result of the vote.
- 32.4 The **chairperson** and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands.

33. When and how a vote in writing must be held

- 33.1 A vote in writing may be demanded on any resolution instead of or after a vote by a show of hands by:
 - (a) at least five **members present** who are entitled to vote on the relevant resolution;
 - (b) **Members present** with at least 50% (or, if the **Corporation Act** applies, at least 5%) of the votes that may be passed on the relevant resolution (worked out as at the midnight before the vote in writing is demanded); or
 - (c) the **chairperson** of the meeting.
- 33.2 A vote in writing must be taken when and how the **chairperson** directs, unless clause 33.3 applies.
- 33.3 A vote in writing must be held immediately if it is demanded under clause 33.1:
 - (a) for the election of a **chairperson** under clause 25.2; or
 - (b) to decide whether to adjourn the meeting.
- 33.4 A demand for a vote in writing may be withdrawn.

34. Appointment of proxy and voting by proxy

- 34.1 A member entitled to vote may appoint a proxy to attend and vote at a **general meeting** on their behalf (in the form, if any, approved by the **board** from time to time).
- 34.2 A proxy must be a member who has reached 18 years old.
- 34.3 A proxy appointed to attend and vote for a member has the same rights as the member to:
 - (a) speak at the meeting;
 - (b) vote in a vote in writing (but only to the extent allowed by the appointment); and
 - (c) join in to demand a vote in writing under clause 33.1.
- 34.4 An appointment of proxy (proxy form) must be signed by the member appointing the proxy and must contain:
 - (a) the member's name and address;
 - (b) the **company's** name;

- (c) the proxy's name or the name of the office held by the proxy; and
 - (d) the meeting(s) at which the appointment may be used.
- 34.5 A proxy appointment may be standing (ongoing).
- 34.6 Proxy forms must be received by the **company** at the address stated in the notice under clause 22.5(e) or at the **company's** address for service at least 48 hours before a meeting.
- 34.7 A proxy does not have the authority to speak and vote for a member at a meeting while the member is at the meeting.
- 34.8 Unless the **company** receives written notice before the start or resumption of a **general meeting** at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the appointing member:
- (a) dies;
 - (b) is mentally incapacitated; or
 - (c) revokes the proxy's appointment.
- 34.9 A proxy appointment may specify the way the proxy must vote on a particular resolution.
- 34.10 If the instrument of proxy does not comply with the terms of this constitution or the appointment and any additional documents are not received by the **company** in accordance with the terms of this constitution, the **chairperson** may declare the appointment of the proxy as invalid.
- 34.11 A proxy is not entitled to vote on a show of hands (but this does not prevent a member appointed as a proxy from voting as a member on a show of hands).
- 34.12 When a vote in writing is held, a proxy:
- (a) does not need to vote, unless the proxy appointment specifies the way they must vote;
 - (b) if the way they must vote is specified on the proxy form, must vote that way; and
 - (c) if the proxy is also a member or holds more than one proxy, may cast the votes held in different ways.

35. Valid proceedings of general meetings

The proceedings of any **general meeting**, any business transacted, each resolution passed and/or other thing done by and/or with the participation of the **board**, members entitled to vote and/or proxy during the **general meeting** is valid even if it is later discovered that:

- (a) there was an accidental or unintentional error, defect and/or omission in the contents of the notice of the meeting, agenda and/or any related papers;
- (b) there was an accidental or unintentional omission and/or failure to comply with any procedural or technical requirement, procedure and/or process of the meeting where, in the opinion of the **board**, such omission or failure to comply does not or is unlikely to:

- (i) materially prejudice the rights of members; and/or
 - (ii) change the outcome of any proposed resolution or business being considered at the meeting;
- (c) there was an accidental or unintentional omission of any item or business to be transacted on or from the agenda for the meeting;
- (d) there was a defect in the appointment of the person; or
- (e) the person was otherwise disqualified or not entitled to attend, participate in the meeting and/or vote on any resolution or continuing in their appointment and/or doing that thing,

unless the **board** determines otherwise.

Directors

36. Number of directors and composition of the board.

36.1 The **company** must have four directors.

36.2 The **board** shall comprise of:

- (a) two **common directors** who:
 - i. must be a member; and
 - ii. must be (or will be) appointed to act contemporaneously as a director of **PNSW** in the office of chairperson (Stanychna or Stanychny) or treasurer; and
- (b) two **independent directors** who:
 - i. may (but need not) be a member; and
 - ii. must not be (or will cease to be) a director of **PNSW** whilst they hold office,

and one of whom must have a legal, accounting, Master of Business Administration or other financial qualifications and/or is otherwise suitably qualified and experienced for the role.

37. Election and appointment of directors

37.1 The members may elect the directors by a resolution passed in a **general meeting**.

37.2 Each of the directors must be appointed by a separate resolution, unless:

- (a) the **members present** have first passed a resolution that the appointments may be voted on together; and
- (b) no votes were cast against that resolution.

37.3 A person is eligible for election as a director of the **company** if they:

- (a) are 18 years of age or older;
- (b) give the **company** their signed consent to act as a director of the company; and

- (c) are not ineligible to be a director under the **Corporations Act** or the **ACNC Act**.
- 37.4 Subject to clause 36, the **board** may appoint a person as a director to fill a casual vacancy if that person:
- (a) is 18 years of age or older;
 - (b) gives the **company** their signed consent to act as a director of the **company**, and
 - (c) is not ineligible to be a director under the **Corporations Act** or the **ACNC Act**.
- 37.5 If the number of directors is reduced to fewer than three or is less than the number required for a quorum, the continuing directors may act but only:
- (a) in an emergency;
 - (b) for the purpose of increasing the number of directors to three (or higher if required for a quorum); or
 - (c) to call a **general meeting**.

38. Election of chairperson

The **board** must elect one of the **independent directors** as the **company's chairperson**. If there is a deadlock between the directors, they must refer the decision to the members entitled to vote at a **general meeting**.

39. Term of office

- 39.1 Other than a director appointed under clause 37.4, a director's term of office starts at the end of the annual **general meeting** at which they are elected and ends at the conclusion of the following annual **general meeting**.
- 39.2 A retiring director may be eligible for re-election by the members.

40. When a director stops being a director

A director stops being a director if they:

- (a) give written notice of resignation as a director to the **company**;
- (b) die;
- (c) are removed as a director by a resolution of the members;
- (d) other than in respect of the **independent directors**, stop being a member of the **company**;
- (e) in respect of the **common directors**, stop being a director of **PNSW** in the office of chairperson (Stanychna or Stanychny) or treasurer (as applicable);
- (f) are absent for 3 consecutive directors' meetings or 3 directors' meetings within a 12 month period without approval from the **board**; or
- (g) become ineligible to be a director of the **company** under the **Corporations Act** or the **ACNC Act**.

Powers of directors

41. Powers of directors

- 41.1 The **board** is responsible for managing and directing the activities of the **company** to carry out the purpose(s) and objects set out in clause 4.
- 41.2 The **board** may use all the powers of the **company** except for powers that, under the **Corporations Act** or this constitution, may only be used by members.
- 41.3 The **board** must decide on the responsible financial management of the **company** including:
- (a) any suitable written delegations of power under clause 42; and
 - (b) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
- 41.4 The **board** cannot remove a director or auditor. Directors and auditors may only be removed by a members' resolution at a **general meeting**.
- 41.5 The **board** may create, amend, enforce, rescind and/or replace policies, practices, procedures, rules, customs and/or by-laws concerning the **company** and/or the **members** at any time and from time to time provided it is not inconsistent with:
- (a) the policies, practices, procedures, rules, customs and/or by-laws of Plast National Organization of Ukraine in Ukraine; and
 - (b) the terms of this constitution.

42. Delegation of directors' powers

- 42.1 The **board** may delegate any of their powers and functions to a committee, a director, an employee of the **company** (such as a chief executive officer) or any other person, as they consider appropriate.
- 42.2 The **company** must keep appropriate records of any delegations.

43. Payments to directors

- 43.1 The **company** must not pay directors' fees.
- 43.2 The **company** may:
- (a) pay a director for work they do for the **company**, other than as a director, if the amount is no more than a reasonable fee for the work done; or
 - (b) reimburse a director for expenses properly incurred by the director in connection with the affairs of the **company**.
- 43.3 Any payment made under clause 43.2 must be approved by the **board**.

44. Execution of documents

- 44.1 The **company** may execute a document without using a common seal if the document is signed by:
- (a) two directors of the **company**;
 - (b) a director and the secretary; or

- (c) some other person or combination of persons appointed by the **board** for that purpose,

whether by signing a physical form of the document by hand or by signing an electronic form of the document using electronic means, which identifies the person and indicates the person's intention.

45. Validity

An act done by a director, the **board** or at a directors' meeting or a committee attended by a director is not invalid just because:

- (a) of a defect in the appointment of the director;
- (b) the person is disqualified from being a director or has vacated office; or
- (c) the person is not entitled to vote,

if that circumstance was not known by the person or the **board** or committee, as the case may be, when the act was done.

Duties of directors

46. Duties of directors

The directors must comply with their duties:

- (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the **company**;
- (b) to act in good faith in the best interests of the **company** and to further the objects of the **company** set out in clause 4;
- (c) not to misuse their position as a director;
- (d) not to misuse information they gain in their role as a director;
- (e) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 47;
- (f) to ensure that the financial affairs of the **company** are managed responsibly; and
- (g) not to allow the **company** to operate while it is insolvent.

47. Conflicts of interest

47.1 A director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a directors' meeting (or that is proposed in a resolution to be passed under clause 54):

- (a) to the other directors, or
- (b) if all of the directors have the same conflict of interest, to the members at the next **general meeting**, or at an earlier time if reasonable to do so.

47.2 The disclosure of a conflict of interest by a director must be recorded in the minutes of the meeting.

- 47.3 Each director who has a material personal interest in a matter that is being considered at a directors' meeting (or that is proposed in a resolution to be passed under clause 54) must not:
- (a) be present at the meeting while the matter is being discussed; or
 - (b) vote on the matter,
- except as provided under clauses 47.4.
- 47.4 A director may still be present and vote if:
- (a) their interest arises because they are a member of the **company**, and the other members have the same interest;
 - (b) their interest relates to an insurance contract that insures, or would insure, the director against liabilities that the director incurs as a director of the **company** (see clause 64);
 - (c) their interest relates to a payment by the **company** under clause 63 (indemnity), or any contract relating to an indemnity that is allowed under the **Corporations Act**;
 - (d) the Australian Securities and Investments Commission (ASIC) makes an order allowing the director to vote on the matter; or
 - (e) the directors who do not have a material personal interest in the matter pass a resolution that:
 - i. identifies the director, the nature and extent of the director's interest in the matter and how it relates to the affairs of the **company**; and
 - ii. says that those directors are satisfied that the interest should not stop the director from voting or being present.

Directors' meetings

48. When the directors meet

The **board** may decide how often, where and when they meet.

49. Calling directors' meetings

- 49.1 A director may call a directors' meeting by giving reasonable notice to all of the other directors.
- 49.2 A director may give notice in writing or by any other means of communication that has previously been agreed to by all of the directors.

50. Chairperson for directors' meetings

- 50.1 The **chairperson** is entitled to chair directors' meetings.
- 50.2 The **board** at a directors' meeting may choose a director to chair that meeting if the **chairperson** is:
- (a) not present within 30 minutes after the starting time set for the meeting, or
 - (b) present but does not want to act as **chairperson** of the meeting.

51. Quorum at directors' meetings

- 51.1 Unless the **board** determine otherwise, the quorum for a directors' meeting is not less than 2 directors provided that at least one **independent director** and one **common director** is present.
- 51.2 A quorum must be present for the whole directors' meeting.

52. Using technology to hold directors' meetings

- 52.1 The **board** may hold their meetings by using any **virtual meeting platform** that is agreed to by all of the directors.
- 52.2 The directors' agreement may be a standing (ongoing) one.
- 52.3 A director may only withdraw their consent within a reasonable period before the meeting.

53. Passing directors' resolutions

A directors' resolution must be passed by a majority of the votes cast by directors present and entitled to vote on the resolution. If there is equal number of votes cast for and against a resolution, the **chairperson** has a second, casting vote.

54. Resolutions of directors without a meeting

- 54.1 The directors may pass a resolution without a directors' meeting being held.
- 54.2 A resolution is passed if a majority of the directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 54.3 or clause 54.4.
- 54.3 Each director may sign:
- (a) a single document setting out the resolution and containing a statement that they agree to the resolution; or
 - (b) separate copies of that document, as long as the wording of the resolution is the same in each copy.
- 54.4 The **company** may send a resolution by email to the directors and the directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.
- 54.5 The resolution is passed when the last director required to form a majority of directors signs or otherwise agrees to the resolution in the manner set out in clause 54.3 or clause 54.4.

Secretary

55. Appointment and role of secretary

- 55.1 The **company** must have at least one secretary, who may (but need not) be a director.
- 55.2 A secretary must be appointed by the **board** (after giving the **company** their signed consent to act as secretary of the **company**) and may be removed by the **board**.

- 55.3 The **board** must decide the terms and conditions under which the secretary is appointed, including any remuneration.
- 55.4 The secretary must ensure that the following are maintained:
- (a) a register of the **company's** members; and
 - (b) the minutes and other records of **general meetings** (including notices of meetings), directors' meetings and resolutions.

Minutes and records

56. Minutes and records

- 56.1 The **company** must, within one month, make and keep the following records:
- (a) minutes of proceedings and resolutions of **general meetings**;
 - (b) minutes of any other resolutions of members;
 - (c) a copy of a notice of each **general meeting**; and
 - (d) a copy of a members' statement distributed to members under clause 29.
- 56.2 The **company** must make and keep the following records:
- (a) minutes of proceedings and resolutions of directors' meetings (including meetings of any committees); and
 - (b) minutes of any other resolutions of directors.
- 56.3 To allow members to inspect the **company's** records:
- (a) the **company** must give a member access to the records set out in clause 56.1; and
 - (b) the **board** may authorise a member to inspect other records of the **company**, including records referred to in clause 56.2 and clause 57.1.
- 56.4 The **board** must ensure that minutes of a **general meeting** or a directors' meeting are signed within a reasonable time after the meeting by:
- (a) the **chairperson** of the meeting; or
 - (b) the **chairperson** of the next meeting.

57. Financial and related records

- 57.1 The **company** must make and keep written financial records that:
- (a) correctly record and explain its transactions and financial position and performance; and
 - (b) enable true and fair financial statements to be prepared and to be audited if required by law.
- 57.2 The **company** must also keep written records that correctly record its operations.
- 57.3 The **company** must retain its records for at least 7 years.
- 57.4 The **board** must take reasonable steps to ensure that the **company's** records are kept safe.

Notice

58. What is notice

- 58.1 Anything written to or from the **company** under any clause in this constitution is written notice and is subject to clauses 59 to 61, unless specified otherwise.
- 58.2 Clauses 59 to 61 do not apply to a notice of proxy under clause 34.6.

59. Notice to the company

Written notice or any communication under this constitution may be given to the **company**, the **board** or the secretary by:

- (a) delivering it to the **company's** address for service;
- (b) posting it to the **company's** address for service or to another address chosen by the **company** for notice to be provided; or
- (c) 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.

60. Notice to members

- 60.1 Written notice or any communication under this constitution may be given to a member:
- (a) in person;
 - (b) by posting it to, or leaving it at the address of the member in the register of members or an alternative address (if any) nominated by the member for service of notices;
 - (c) sending it to the email or other electronic address nominated by the member as an alternative address for service of notices (if any); or
 - (d) if agreed to by the member, by notifying the member at an email or other electronic address nominated by the member, that the notice is available at a specified place or address (including an electronic address).
- 60.2 If a member elects to receive documents in physical form or electronic form, the **company** must take reasonable steps to send documents in a manner that complies with the election.
- 60.3 If the **company** does not have an email address for the member, the **company** is not required to give notice in person.

61. When notice is taken to be given

- 61.1 A notice:
- (a) delivered in person, or left at the recipient's address: is taken to be given on the day it is delivered;
 - (b) sent by post: is taken to be given on the third **business day** after it is posted to the address notified by the recipient and payment of postage costs;

- (c) sent by email, fax or other electronic method: is taken to be given when it is sent, unless the sender receives an automated message that the notice has not been delivered; and
 - (d) given under clause 60.1(d): is taken to be given on the **business day** after the notification that the notice is available is sent.
- 61.2 If the delivery or receipt of a notice is on a day which is not a **business day** or is after 5.00pm on a **business day**, it is deemed to be received at 9.00am on the following **business day**.

Financial matters

62. Company's financial year

- 62.1 Subject to clause 62.2, the **company's** financial year is from 1 February to 31 January.
- 62.2 Subject to the approval of the Australian Charities and Not-for-profits Commission (if required), with effect on and from 1 July 2024, the **company's** financial year will be from 1 July to 30 June (unless the **board** pass a resolution to change the financial year).

Indemnity, insurance and access

63. Indemnity

- 63.1 The **company** indemnifies each officer of the **company** out of the assets of the **company**, to the extent permitted by law (including the **Corporations Act**), against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the **company**.
- 63.2 In this clause, 'officer' means a director or secretary and includes a director or secretary after they have ceased to hold that office.
- 63.3 The indemnity is a continuing obligation and is enforceable by an officer:
- (a) even though that person is no longer an officer of the **company**; and
 - (b) is enforceable without that person having first to incur any expense or make any payment.

64. Insurance

To the extent permitted by law (including the **Corporations Act**), and if the **board** consider it appropriate, the **company** may pay or agree to pay a premium for a contract insuring a person who is or has been an officer of the **company** against any liability incurred by the person as an officer of the **company**.

65. Directors' access to documents

- 65.1 A director has a right of access to the financial records of the **company** at all reasonable times.
- 65.2 The **board** may resolve to give a director or former director access to other records, including documents provided for or available to the directors.

Winding up

66. Winding up voluntarily

If permitted by law, the **company** may be wound up voluntarily by **special resolution**.

67. Surplus assets not to be distributed to members

If the **company** is wound up, any **surplus assets** must not be distributed to a member or a former member of the **company**, unless that member or former member is a charity described in clause 68.1.

68. Distribution of surplus assets

68.1 Subject to the **Corporations Act** and any other applicable Act, and any court order, any **surplus assets** that remain after the **company** is wound up must be distributed to one or more charities:

- (a) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 4; and
- (b) which also prohibit the distribution of any **surplus assets** to its members to at least the same extent as the **company**.

68.2 The decision as to the charity or charities to be given the **surplus assets** must be made by a **special resolution** of the **board** at or before the time of winding up. If the **board** do not make this decision, the **company** may apply to the Supreme Court to make this decision.

Definitions and interpretation

69. Definitions

In this constitution, unless the context requires otherwise or a contrary intention is expressed:

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

board means the board of directors of the **company**.

business day means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in the place where the **company's** registered office is located.

chairperson means a person elected to be the **company's** chairperson under clause 38.

common directors means the common directors referred to in clause 36.2(a).

company means the **company** referred to in clause 1.

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

general meeting means a meeting of members of the **company**.

guarantee has the meaning given to that term in clause 3.1.

independent directors means the independent directors referred to in clause 36.2(b).

member present means, in connection with a **general meeting**, a **member present** in person or by proxy at the meeting.

Plast law has the meaning given to that term in Schedule 1.

Plast oath has the meaning given to that term in Schedule 2.

PNSW means Plast (NSW) Pty Ltd.

registered charity means a charity registered with the Australian Charities and Not-for-profits Commission.

special resolution means a resolution:

- (a) of which notice has been given under clause 22.5(d); and
- (b) that has been passed by at least 75% of the votes cast by **members present** and entitled to vote on the resolution.

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.

virtual meeting platform means any technology that allows members to participate in a meeting, including by asking questions orally and in writing, without being physically present at the meeting.

70. Reading this constitution with the Corporations Act

- 70.1 The replaceable rules set out in the **Corporations Act** do not apply to the **company**.
- 70.2 While the **company** is a **registered charity**, the **ACNC Act** and the **Corporations Act** override any clauses in this constitution which are inconsistent with those Acts, as they apply to a **registered charity**.
- 70.3 If the **company** is not a **registered charity** (even if it remains a charity), the **Corporations Act** overrides any clause in this constitution which is inconsistent with that Act.
- 70.4 A word or expression that is defined in the **Corporations Act**, or used in that Act and covering the same subject, has the same meaning as in this constitution.

71. Interpretation

In this constitution:

- (a) the words 'including', 'for example', or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary; and
- (b) reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations).

Schedule 1 - Plast Law

The **Plast law** is and specifies the following 14 character traits of the Plast scout:

1. A Plast member's honour and promise are to be trusted.
2. A Plast member is conscientious.
3. A Plast member is punctual.
4. A Plast member is thrifty.
5. A Plast member is just.
6. A Plast member is courteous.
7. A Plast member is a friend to all.
8. A Plast member is well-balanced.
9. A Plast member is useful in deeds and helps others.
10. A Plast member is well disciplined.
11. A Plast member is diligent.
12. A Plast member takes care of his/her health.
13. A Plast member is clean in thought, word and deed.
14. A Plast member is always happy-natured.

Schedule 2 - Plast Oath

To be faithful to God and Ukraine,
To help others,
To live by the **Plast law** and obey Plast leadership.