



**A Company Limited by
Guarantee**

Constitution of WESTIR Limited (ACN 003 487 965)

Corporations Act 2001 (Cth)

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Corporations Act (2001) (Cth)
A Company Limited by Guarantee
Constitution
of
WESTIR Limited

Operative provisions

1. Preliminary

Definitions

1.1 In this Constitution, unless the context otherwise requires:

\$ means Australian dollars.

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

Appointed Director means a person who is appointed as a Director by the Board pursuant to clause 11.3.

Auditor means the person appointed as auditor of the Company from time to time.

Board means the Directors acting as a board of directors of the Company.

Company means WESTIR Limited (ACN 003 487 965).

Community and Not For Profit Member means:

- (a) any group, association, club or organisation; or
- (b) not-for-profit organisation,

that the Directors allow to be a Community and Not For Profit Member, subject to and in accordance with, this Constitution.

Constitution means the Constitution of the Company for the time being in force.

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

Director means any person formally and lawfully appointed as a director of the Company from time to time.

Disciplinary Resolution has the meaning set out in clause 5.9.

Elected Director means a Director who is elected by the Members pursuant to clause 11.2.

Eligible Transferee is a fund, authority or institution:

- (a) which is charitable at law; and
- (b) which gifts can be deducted under Division 30 of the Tax Act.

Gift Fund means the fund established pursuant to clause 22.1.

Government Department, Private Sector and Tertiary Education Member means:

- (a) any government department or statutory authority;
- (b) any local government authorities;
- (c) any company, corporation, firm, business or partnership; and
- (d) any tertiary educational institution,

that the Directors allow to be a Government Department, Private Sector and Tertiary Education Member, subject to and in accordance with, this Constitution.

Greater Western Sydney means the following local government areas administered by the Government of New South Wales: Blacktown, Blue Mountains, Camden, Campbelltown, Canterbury-Bankstown, Cumberland, Fairfield, Hawkesbury, Liverpool, Parramatta, Penrith, The Hills Shire, Wollondilly, Lithgow and Wingecarribee (subject to periodic restructuring involving voluntary and involuntary amalgamation of areas)

Member means a person who is granted membership in the Company and is entered in the Register of Members, including, the classes of membership referred to clause 2.1.

Individual Member means any person: that the Directors allow to be an Individual Member, subject to and in accordance with, this Constitution.

Principal Purpose means the purpose of the Company as set out in clause 1.9.

Proxy Form has the meaning set out in clause 9.18.

Register of Members means the register of Members to be kept and maintained pursuant to the Corporations Act.

Registered Charity means a charity that is registered under the ACNC Act.

Registered Office means the registered office of the Company from time to time.

Replaceable Rules means the provisions of the Corporations Act which would but for this Constitution apply as replaceable rules under section 141 of the Corporations Act.

Secretary means a person appointed as secretary of the Company from time to time.

Subscribers mean a natural person or body corporate admitted to the Company as a subscriber pursuant to clause 4.

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

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

Interpretation

1.2 In this Constitution, unless the context otherwise requires:

- (a) a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) a gender includes every gender;

- (iii) the Corporations Act, any section, regulation or schedule of the Corporations Act or any other legislation is a reference to that law as amended, consolidated, supplemented or replaced;
 - (iv) **in writing** or **written** includes printing, lithography, photography and other means of representing or reproducing words in a visible form;
 - (v) **paid up** or **paid** includes credited as paid up or paid;
 - (vi) **dividend** includes a bonus;
 - (vii) any **person** includes a reference to any individual, company, body corporate, association, partnership, firm, joint venture, trust or government agency; and
 - (viii) the word **including** or **includes** means **including but not limited to** or **including without limitation**; and
- (b) headings are for convenience only and must be ignored in interpreting this Constitution.

Replaceable Rules do not apply

1.3 The Replaceable Rules are displaced by this Constitution and do not apply to the Company.

Constitution subject to the Corporations Act

1.4 This Constitution is subject to the Corporations Act and, while the Company is a Registered Charity, the ACNC Act.

1.5 To the extent that the Company is a Registered Charity, the ACNC Act and the Corporations Act will prevail to the extent of the conflict or inconsistency with the terms of this Constitution.

1.6 If the Company is not a Registered Charity (even if it remains a charity), the Corporations Act will prevail to the extent of the conflict or inconsistency with the terms of this Constitution.

Type of company

1.7 The Company is a not-for-profit public company limited by guarantee and a charity established for charitable purposes.

1.8 The liability of Members is limited to the amount of the guarantee set out in clause 2.22.

Company's Principal Purpose

1.9 The Company is established to be a charitable organisation with the Principal Purpose of establishing, developing and maintaining services to improve the quality of life and welfare of Greater Western Sydney including but not limited to providing promotional, statistical, socio-economic, political, cultural and general data and information products to the people of Greater Western Sydney (**Principal Purpose**).

1.10 Without limiting clause 1.9, the Principal Purpose of the Company may be carried out by undertaking any of the following activities:

- (a) responding to current and potential issues affecting the people of Greater Western Sydney; by gathering, analysing and interpreting information and ensuring that such information is easily accessible to the community;

- (b) carrying out research on any matter which may affect residents, community organisations, government departments, local government authorities, private industry, small businesses, associations and/or clubs living, trading or carrying out business in Greater Western Sydney;
- (c) supplying, disseminating and making available data and information pertaining and relevant to Greater Western Sydney;
- (d) improving the quality, extent and accessibility of data and information pertaining to and relevant to Greater Western Sydney;
- (e) promoting enhanced and more equitable access to statistical and other information for people and organisations, especially those in Greater Western Sydney;
- (f) encouraging the establishment, development and/or expansion of information services and data collection in Greater Western Sydney;
- (g) providing data and research training, information advice and referral, and a research and information library;
- (h) promoting constructive and well-resourced planning to improve the quality of life and welfare of Greater Western Sydney;
- (i) promoting improved and more equitable access to human services and physical infrastructure for Greater Western Sydney community;
- (j) collaborating with like minded organisations and individuals, especially in planning and activities in Greater Western Sydney;
- (k) advancing ethical and non-exploitative research practices;
- (l) promoting socially inclusive practices, including affirmative action and equal employment opportunity;
- (m) opposing any negative discrimination and prejudice based on race, colour, creed, gender, age, sexuality, disability/ability, marital status, income, social and political associations, geographic location and position in society (both actual and perceived).
- (n) providing data, information and advisory services to federal and state Government departments, to local and quasi government authorities, to private industry, small business associations, clubs and individuals; and
- (o) doing all such other lawful things as may be deemed incidental or conducive to the above objects or any of them.

1.11 The Company must pursue the Principal Purpose in accordance with Clauses 1.9 and 1.10.

1.12 Clauses 1.9 and 1.10 do not limit the legal capacity and powers of the Company, as set out in section 124 of the Corporations Act.

Income and property

1.13 The income and property of the Company wherever derived will be applied solely towards promoting the Principal Purpose and no portion may be paid or transferred (whether directly or indirectly and whether by way of dividend or otherwise) to the Members, except as provided in clause 1.14, clause 22.4 and clause 23.2.

1.14 Clause 1.13 does not prevent the payment in good faith of:

- (a) reasonable and proper interest to a Member on money advanced by that Member to the Company or otherwise owing by the Company to that Member;
 - (b) reasonable and proper charges for goods hired by the Company from a Member;
 - (c) remuneration of an amount not more than commercially reasonable payment to any officer or employee of the Company or to a Member or other person in return for any services actually rendered to the Company, including moneys to any Director, being a solicitor, accountant or other person engaged in any profession, for all usual professional or other charges for work done by that person or that person's firm or employer in connection with the promotion of the Principal Purpose; or
 - (d) money representing reimbursement to any officer or employee of the Company or a Member of out-of-pocket expenses incurred in performing a duty for the Company.
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2. Membership

Categories of membership

- 2.1 The Company will consist of:
- (a) Individual Members;
 - (b) Community Groups and Not for Profit Members;
 - (c) Government Department, Private Sector and Tertiary Education Members; and
 - (d) any other class of Members as determined by the Board and approved by the Members from time to time.

Rights of Members

- 2.2 Without limiting any other rights conferred on other classes of membership in the Company, all Individual Members, Community Groups and Not for Profit Members, and Government Department and Private Sector Members have the right to receive notice of, attend, take part in all discussions and vote on any resolution or matter at a general meeting of the Company.

Rights of membership generally

- 2.3 A right, privilege, or obligation of a person by reason of their membership in the Company:
- (a) is not capable of being transferred, transmitted or sold to another person; and
 - (b) terminates upon the cessation of membership in the Company (except as otherwise provided in this Constitution).

Application for membership

- 2.4 Every applicant for membership in the Company must:
- (a) be a natural person, group, association, local government authority, tertiary educational institution, government department, statutory authority, partnership, club, corporation, firm, business or organisation that:
 - (i) has a residence or place of business in Greater Western Sydney and is interested in and supports the Principal Purpose;
 - (ii) agrees to abide by this Constitution as amended from time to time;

- (iii) meets any additional criteria established for membership in the Company as may be adopted by the Board and approved by the Members from time to time;
 - (iv) has not been convicted of a criminal offence with a minimum penalty of 12 months imprisonment or more within Australia or any other country;
 - (v) in the case of an Individual Member which is a natural person, be aged 18 years or over; and
 - (vi) not have been previously expelled as a Member in accordance with clauses 5.8 to 5.15.
- (b) sign an application for membership in the Company in the form prescribed by the Board at that time and further, provide any such supporting documents and information as the Board requires; and
 - (c) undertake, as a condition of admission for membership, to pay to the Company any applicable entrance fee.

Approval of membership

- 2.5 Every candidate for membership of the Company other than a Subscriber must apply to the Board in a form approved for that purpose for membership to the Company.
- 2.6 The application for membership must be accompanied by any application fee fixed by the Board from time to time and the then current subscription.
- 2.7 The Directors may, in their absolute discretion, admit an applicant as a Member by Board approval.
- 2.8 In no case will the Directors be required to give any reason for the acceptance or rejection of an applicant.
- 2.9 When an applicant has been accepted for membership, the Secretary (or other person who the Directors may appoint) will notify the applicant of the acceptance and that applicant will, subject to any applicable entrance fee being paid, be registered in the Register of Members and will immediately become a Member.
- 2.10 If the applicant is rejected, any amounts paid in advance will be refunded in full by the Company.

Entrance fees

- 2.11 The entrance fee for membership in the Company payable by an applicant will be an amount as the Directors consider appropriate from time to time.

Annual subscriptions

- 2.12 The annual subscriptions payable by Members will be an amount as the Directors consider appropriate from time to time. In determining the annual subscription, the Directors may elect to fix varying rates for the different categories of membership.
- 2.13 Unless the Directors determine otherwise, all annual subscriptions will become due and payable in advance on the first day of July every calendar year.
- 2.14 Membership for any membership year will be automatically renewed upon payment of the annual subscription relating to that year by the due date but will, subject to clause 3, be suspended from the date of the expiration of the previous membership year until due payment.

Levies

- 2.15 Any levies payable by Members from time to time will be approved in accordance with the following process:
- (a) if the Directors, in their absolute discretion, decide that levies should be payable by Members, the Directors will recommend to the Members that levies should be payable by Members; and
 - (b) if the Directors recommend that levies should be payable by Members, the Members may, in their absolute discretion, approve or disapprove the payment of levies by Members.
- 2.16 In no case will the Members be required to give any reason for the approval or disapproval of the payment of levies.
- 2.17 Any levies payable pursuant to clause 2.15 will be:
- (a) in addition to annual subscriptions payable pursuant to clauses 2.12 and 2.13; and
 - (b) payable 14 days following the Members providing their approval pursuant to clause 2.15(b).

Register of Members

- 2.18 The Company must establish and maintain a Register of Members. The Register of Members must be kept by the Secretary and, subject to the Corporations Act, must contain:
- (a) for each current Member:
 - (i) full name;
 - (ii) current residential address (in the case of a Member who is a natural person) or current place of business (in the case of any other Member);
 - (iii) any alternative address nominated by the Member for the service of notices; and
 - (iv) the date the Member was entered on to the Register of Members; and
 - (b) for each person who stopped being a Member in the last seven years:
 - (i) full name;
 - (ii) current residential address (in the case of a Member who is a natural person) or current place of business (in the case of any other Member) as at the date the Member stopped being a Member;
 - (iii) any alternative address nominated by the Member for the service of notices; and
 - (iv) the dates the membership in the Company started and ended.
- 2.19 The Company must give current Members access to the Register of Members.
- 2.20 Information that is accessed from the Register of Members must only be used in a manner relevant to the interests or rights as Members.

Limited liability

2.21 The liability of the Members is limited.

Members' guarantee

2.22 If the Company is wound up, anyone who is a Member when the Company is wound up or who ceases to be a Member within one year before the Company is wound up must, on winding up, contribute to the Company's property of an amount not exceeding \$10.00.

3. Ceasing to be a Member

General overview

3.1 There are a number of circumstances that will result in a Member ceasing to be a Member. For instance, if a Member:

- (a) resigns from membership in the Company (see clause 3.2);
- (b) automatically ceases their membership in the Company (see clause 3.4); or
- (c) is expelled from membership in the Company (see clauses 5.8 to 5.15).

Resignation

3.2 A Member who has paid all moneys due and payable to the Company may cease their membership in the Company by giving notice in writing to the Secretary. The Member will remain liable for any and all moneys due by them to the Company and unpaid as at the date of resignation and for any sum for which they are liable under clause 2.22. The Secretary must make in the Register of Members an entry recording the date on which the relevant Member ceased to be a Member.

3.3 A Member that ceases their membership in the Company in accordance with clause 3.2 is eligible to reapply for membership in the Company and on so doing, will be required to follow the membership application process at the time of reapplication.

Automatic cessation

3.4 A Member's membership in the Company will automatically cease:

- (a) in the case of a Member who is a natural person, on the date the Member:
 - (i) dies; or
 - (ii) becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the laws relating to mental health;
- (b) in the case of a Member which is a body corporate, on the date that:
 - (i) a liquidator is appointed in connection with the winding up of the Member;
 - (ii) an order is made by a court for the winding-up or deregistration of the Member; or
 - (iii) the body corporate is otherwise dissolved or deregistered; or
- (c) in the case of any Member:

- (i) the Member no longer complies with the membership criteria of the relevant class of membership in the Company; or
 - (ii) the Member has annual subscriptions and/or levies remaining unpaid for two calendar months after such amounts become due and payable, and
 - (A) the Secretary has given written notice to the Member of that fact; and
 - (B) such amounts have not been paid in full 14 days after the date of the notice under clause 3.4(c)(ii)(A).
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4. Subscribers

- 4.1 The Board may, from time to time, develop a subscriber policy setting out the nature of the relationship between the Company and its Subscribers.
 - 4.2 For the avoidance of doubt, a Subscriber is not a Member and does not enjoy the rights of membership in the Company.
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5. Dispute resolution and disciplinary procedures

Dispute resolution

- 5.1 The dispute resolution procedure in pursuant to clauses 5.1 to 5.7 applies to disputes under this Constitution between a Member or Director and:
 - (a) one or more Members;
 - (b) one or more Directors; or
 - (c) the Company.
- 5.2 A Member must not start a dispute resolution procedure in relation to a matter that is the subject of a disciplinary procedure under clauses 5.8 to 5.15 until the disciplinary procedure has been completed.
- 5.3 Those involved in the dispute must try to resolve the dispute between themselves within 14 days of becoming aware of the dispute.
- 5.4 If those involved in the dispute do not resolve the dispute under clause 5.3, they must within 14 days after the expiry of the period in clause 5.3:
 - (a) inform the Directors of 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.
- 5.5 The mediator must be:
 - (a) chosen by agreement of those involved in the dispute; or
 - (b) where those involved in the dispute do not agree:
 - (i) for disputes between Members, a person chosen by the Directors; or

- (ii) for all other disputes, a person chosen by the president of the law institute or society in the State or Territory in which the Company has its Registered Office.

- 5.6 A mediator chosen by the Directors under clause 5.5(b)(i):
- (a) may be a Member or former Member;
 - (b) must not have a personal interest in the dispute; and
 - (c) must not be biased towards or against anyone involved in the dispute.

- 5.7 When conducting the mediation, the mediator must:
- (a) allow those involved in the dispute a reasonable chance to be heard;
 - (b) allow those involved in the dispute a reasonable chance to review any written statements;
 - (c) ensure that those involved in the dispute are given natural justice; and
 - (d) not make a decision on the dispute.

Disciplining, suspending and expelling Members

- 5.8 In accordance with clauses 5.8 to 5.15, the Directors may resolve to warn, suspend or expel a Member from the Company if the Directors consider that:
- (a) the Member has breached this Constitution; or
 - (b) the Member's behaviour is causing, has caused, or is likely to cause harm to the Company or is prejudicial to the interests of the Company.

- 5.9 At least 14 days before the Board meeting at which a resolution under clause 5.8 will be considered (**Disciplinary Resolution**), the Secretary must notify the Member in writing:
- (a) that the Directors are considering a resolution to warn, suspend or expel the Member;
 - (b) that this resolution will be considered at a Board 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 Directors, and details of how the Member may provide such explanation.

- 5.10 Before the Directors pass any Disciplinary Resolution, the Member must be given a chance to explain or defend themselves by:

- (a) sending the Directors a written explanation before the Board meeting; and/or
- (b) speaking at that Board meeting.

- 5.11 After considering any explanation under clause 5.10, the Directors may resolve to:

- (a) take no further action;
- (b) warn the Member;
- (c) suspend the Member's rights as a Member for a period of no more than 12 months;

- (d) expel the Member from membership in the Company and remove the Member's name from the Register of Members;
 - (e) refer the decision to an unbiased, independent person on conditions that the Directors consider appropriate (however, the person can only make a decision that the Directors could have made in accordance with clauses 5.8 to 5.15); or
 - (f) require the matter to be determined at a general meeting.
- 5.12 A Director who is the subject of a Disciplinary Resolution is not entitled to vote on that resolution.
- 5.13 The Directors cannot fine a Member.
- 5.14 The Secretary must give written notice to the Member of the decision under clause 5.11 as soon as possible.
- 5.15 Disciplinary procedures must be completed as soon as reasonably practical.

No liability

- 5.16 There will be no liability for any loss or injury suffered by the Member as a result of any decision made in good faith under this clause 4.
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6. General Meetings

Annual general meetings

- 6.1 Subject to the Corporations Act:
- (a) the Company must hold its first annual general meeting within 18 months after the registration of the Company; and
 - (b) subsequent annual general meetings must be held at least once in every calendar year and within five months after the end of the Company's financial year.
- 6.2 The annual general meeting will be specified as such in the notice convening it.
- 6.3 All other general meetings of the Company may be convened at any time.

Venue and conduct of general meetings

- 6.4 Annual general meetings and general meetings must be held within Australia.

General meetings called by Directors

- 6.5 Any Director may call general meetings to be held at any place that Director determines.
- 6.6 If Members with 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, the Directors must within 21 days of the Members' request, give all Members notice of a general meeting and hold the general meeting within two months of the Members' request. For the purposes of this clause 6.6:
- (a) the Members who make the request for a general meeting must:
 - (i) state in the request any resolution to be proposed at the meeting;
 - (ii) sign the request; and

- (iii) give the request to the Company;
- (b) the percentage of votes that Members have is to be worked out at midnight before the Members request the meeting; and
- (c) 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.

General meetings called by Members

6.7 If the Directors do not call the meeting within 21 days of being requested under clause 6.6, 50% or more of the Members who made the request may call and arrange to hold a general meeting. For the purposes of this clause 6.7:

- (a) the Members must:
 - (i) as far as possible, follow the procedures for general meetings set out in this Constitution;
 - (ii) call the meeting using the list of Members on the Register of Members, which the Company must provide to the Members making the request at no cost; and
 - (iii) hold the general meeting within three months after the request was given to the Company; and
- (b) the Company must pay the Members who request the general meeting any reasonable expenses they incur because the Directors did not call and hold the meeting.

6.8 Members with at least 5% of the votes that may be cast at a general meeting may call, and arrange to hold, a general meeting. For the purposes of this clause 6.8:

- (a) the Members must:
 - (i) as far as possible, follow the procedures for general meetings set out in this Constitution; and
 - (ii) call the meeting using the list of Members on the Register of Members, which the Company must provide to the Members making the request; and
 - (iii) pay the expenses of calling and holding the general meeting; and
- (b) the percentage of votes that Members have is to be worked out at midnight before the Members request the meeting.

Notice of general meetings

6.9 Notice of a general meeting must be given to:

- (a) each Member;
- (b) each Director; and
- (c) the Auditor (if any).

6.10 Subject to the Corporations Act, a notice of a general meeting must be provided in writing at least 21 days before the meeting.

6.11 Subject to clause 6.12, notice of a meeting may be provided less than 21 days before the meeting if:

- (a) for an annual general meeting, all the Members entitled to attend and vote at the annual general meeting agree beforehand; or
 - (b) for any other general meeting, Members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- 6.12 Notice of a 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 the Auditor.
- 6.13 Notice of general meeting must include:
- (a) the place, date and time of the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
 - (b) the general nature of the meeting's business;
 - (c) if applicable, that a special resolution is to be proposed and the words of the proposed special resolution;
 - (d) a statement that Members have the right to appoint proxies and that, if a Member appoints a proxy:
 - (i) the proxy does not need to be a Member;
 - (ii) the Proxy Form must be delivered to the Company at its Registered Office or the address (including an electronic address) specified in the notice of the meeting; and
 - (iii) the Proxy Form must be delivered to the Company at least 48 hours before the meeting; and
 - (e) any other matters required by the Corporations Act.
- 6.14 If a general meeting is adjourned for one month or more, the Members must be given new notice of the resumed meeting.
- 6.15 The accidental omission to give notice of a meeting of Members to, or the non-receipt of any such notice by, a person or other entity entitled to receive it does not invalidate the proceedings at, or any resolution passed at, the meeting.

7. Proceedings at General Meeting

Annual general meeting

- 7.1 The business of an annual general meeting may include the following even if not referred to in the notice of the meeting:
- (a) to consider the annual financial report, the Director's report and Auditor's report (if relevant);
 - (b) to elect Directors;
 - (c) to appoint the Auditor (if relevant); and

(d) to fix the remuneration of the Auditor (if relevant).

7.2 Before or at the annual general meeting, the Directors must give information to the Members on the Company's activities and finances during the period since the last annual general meeting.

7.3 The chairperson must give Members as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the Company.

Quorum for general meeting

7.4 No business will be transacted at any general meeting unless a quorum is present at the beginning of the business and during the whole of the meeting.

7.5 A quorum is constituted by having five Members present in person at a general meeting. For the purposes of determining whether a quorum is present, a person attending as a proxy, or as an attorney for a Member, or as a duly authorised representative of a corporation that is a Member, will be taken to be a Member present in person.

7.6 If a quorum is not present within 30 minutes after the time appointed for the meeting:

- (a) any meeting convened on a requisition of Members will be dissolved; and
- (b) any other meeting will be adjourned to the same day in the next week at the same time and place or to such other day, time and place that the Directors may appoint by notice to the Members.

7.7 If at the adjourned meeting a quorum is not present, the meeting will be dissolved.

Representatives of Members

7.8 A Member that is a body corporate may appoint as a representative:

- (a) one individual to represent the Member at meetings and to sign circular resolutions under clause 10; and
- (b) the same individual or another individual for the purpose of being eligible to be appointed or elected as a Director.

7.9 The appointment of a representative by a Member must:

- (a) be in writing;
- (b) include the name of the representative;
- (c) be signed on behalf of the Member; and
- (d) be given to the Company or, for representation at a general meeting, be given to the chairperson before the meeting starts.

7.10 Unless specified in the appointment, a representative has all the rights of a Member relevant to the purposes of the appointment as a representative.

7.11 The appointment may be an ongoing one.

Using technology to hold meetings

7.12 The Company may hold a general meeting using any technology that gives the Members as a whole a reasonable opportunity to participate, including to hear and be heard.

7.13 Anyone using this technology is taken to be present in person at the general meeting.

Auditor's right to attend meetings

7.14 The Auditor (if any) is entitled to attend any general meeting and to be heard by the Members on any part of the business of the meeting that concerns the Auditor in that capacity.

7.15 The Company must give the Auditor (if any) any communications relating to the general meeting that a Member is entitled to receive.

Chairperson of general meetings

7.16 The chairperson of the Directors, or, in the chairperson's absence, the deputy chairperson (if any) will be entitled to take the chair at every general meeting. If there is no chairperson, or if at any general meeting the chairperson is not present within 30 minutes after the time appointed for holding the general meeting or if the chairperson is unwilling to act, the Directors present may choose a chairperson. If the Directors do not choose a chairperson, the Members present must choose one of the Directors to be chairperson, and if no Director is present or willing to take the chair, the Members must choose one of the Members to be chairperson.

7.17 The chairperson of a general meeting may, in the case of a conflict of interest or otherwise in their discretion, appoint someone else (who need not be a Director) to chair one or more items of business or resolutions at a general meeting. While acting as chairperson, the appointee may exercise all of the chairperson's powers and discretions. The chairperson resumes the chair after the appointment concludes.

7.18 The chairperson is responsible for the general conduct of and procedures at the general meeting.

7.19 The chairperson's decisions about general conduct and procedures relating to a general meeting are final.

7.20 At any general meeting, if:

(a) the chairperson declares that a resolution has been carried, or carried by a particular majority, or not carried; and

(b) an entry to that effect is recorded in the minutes of proceedings of the Company,

that declaration is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against that resolution.

Adjournment of general meeting

7.21 The chairperson of a general meeting may, with the majority consent of the Members, adjourn the meeting from time to time and from place to place, but only business left unfinished at the original meeting may be transacted at the adjournment.

7.22 If any general meeting is adjourned for more than one month, a notice of the adjournment must be given to Members of the Company in the same manner as notice was or ought to have been given of the original meeting. In the case of all other adjournments, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

Validity of acts of Directors

7.23 All acts done by any meeting of the Directors, a committee of the Directors or by any person acting as a Director are valid even if it is discovered afterwards that there was some defect in

the appointment or election of any Director or person acting as a Director or that any Director was disqualified or had vacated office or was otherwise not entitled to vote or act.

8. Members' resolutions and statements

Members' resolutions and statements

- 8.1 Members with at least 5% of the votes in the Company that may be cast on a resolution may give:
- (a) written notice to the Company of a resolution they propose to move at a general meeting; 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.
- 8.2 A notice of a members' resolution must set out the wording of the proposed resolution and be signed by the Members proposing the resolution.
- 8.3 A request to distribute a members' statement must set out the statement to be distributed and be signed by the Members making the request.
- 8.4 Separate copies of a document setting out the notice or request under clause 8.1(a) or clause 8.1(b), respectively, may be signed by Members if the wording is the same in each copy.
- 8.5 The percentage of votes that Members have for the purposes of clause 8.1 is to be worked out as at midnight before the request or notice is given to the Company.
- 8.6 If the Company has been given notice of a Members' resolution under clause 8.1(a), the resolution must be considered at the next general meeting held more than two months after the notice is given.
- 8.7 This clause 8 does not limit any other right that a Member has to propose a resolution at a general meeting.

Company must give notice of proposed resolution or distribute statement

- 8.8 If the Company has been given a notice or request under clause 8.1:
- (a) in time to send the notice of the proposed members' resolution or a copy of the members' statement to Members with a notice of general meeting referred to in clause 8.6, 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 the notice of general meeting referred to in clause 8.6, 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.
- 8.9 The Company does not need to send the notice of proposed members' resolution or a copy of the members' statement to Members if the notice of the proposed members' resolution or the member's statement (as applicable):
- (a) it is more than 1,000 words long;

- (b) the Directors consider it may be defamatory;
 - (c) clause 8.8(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 (as applicable) 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 Members.
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9. Voting at general meetings

How many votes a Member has

9.1 Each Member that is entitled to vote at a general meeting has one vote.

Challenge to Member's right to vote

9.2 Only a Member or the chairperson of a general meeting may challenge a person's right to vote at a general meeting and they may only challenge at that meeting.

9.3 If a challenge is made under clause 9.2, the chairperson at the general meeting must decide whether or not the person may vote. The chairperson's decision is final.

How voting at the general meeting is carried out

9.4 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 of the general meeting that is fair and reasonable in the circumstances.

9.5 Before a vote is taken, the chairperson must state whether any proxy votes have been received and, if so, how the proxy votes will be cast.

9.6 On a show of hands under clause 9.4(a), the chairperson's decision is conclusive evidence of the result of the vote.

9.7 The chairperson of the general meeting 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.

When and how a vote in writing must be held

9.8 A vote in writing under clause 9.4(b) may be demanded on any resolution instead of or after a vote by a show of hands by on the resolution at a general meeting:

- (a) at least three Members present;
- (b) Members present with at least 5% of the votes that may be cast on the resolution, vote in writing (worked out as at the midnight before the vote in writing is demanded); or
- (c) the chairperson of the general meeting.

9.9 A vote in writing under clause 9.4(b) must be taken when and how the chairperson directs, unless clause 9.10 applies.

- 9.10 A vote in writing under clause 9.4(b) must be held immediately if it is demanded under clause 9.8:
- (a) for the election of a chairperson under clause 7.16; or
 - (b) to decide whether to adjourn the meeting.
- 9.11 A demand for a vote under clause 9.4(b) in writing may be withdrawn.

Appointment by attorney

- 9.12 Any Member may appoint an attorney to act on the Member's behalf at all meetings of the Company or all meetings of the Company during a specified period.
- 9.13 Before the first meeting at which the attorney acts on the Member's behalf, the relevant power of attorney must be received by the Company at the address stated in the notice under clause 6.13(a) or the Registered Office at least 48 hours before that meeting.
- 9.14 At the first meeting and at the subsequent meeting to which the power of attorney may relate, the attorney must hand to the chairperson of the meeting a properly executed declaration on non-revocation of the power of attorney.

Appointment of proxy

- 9.15 A Member may appoint a proxy to attend and vote at a general meeting on the Member's behalf.
- 9.16 A proxy does not need to be a Member.
- 9.17 A proxy appointed to attend and vote on behalf of a Member has the same rights as the Member to:
- (a) speak at the general meeting;
 - (b) vote in a vote in writing under clause 9.8(b) (but only to the extent allowed by the appointment); and
 - (c) join in to demand a vote in writing under clause 9.8.
- 9.18 An instrument appointing a 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.
- 9.19 A proxy appointment may be an ongoing one.
- 9.20 A Proxy Form must be received by the Company at the address stated in the notice under clause 6.13(a) or at the Registered Office at least 48 hours before a general meeting.
- 9.21 A proxy does not have the authority to speak and vote on behalf of a Member at a meeting while the Member is present at the meeting.

9.22 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) becomes mentally incapacitated;
- (c) revokes the proxy's appointment; or
- (d) revokes the authority of a representative or agent who appointed the proxy.

9.23 A proxy appointment may specify the way the proxy must vote on a particular resolution.

Voting by proxy

9.24 A proxy is not entitled to vote on a show of hands under clause 9.4(a) (but this does not prevent a Member appointed as a proxy from voting as a Member on a show of hands).

9.25 When a vote in writing is held as contemplated by clause 9.4(a), a proxy:

- (a) does not need to vote, unless the proxy appointment specifies the way the proxy must vote;
- (b) if the way the proxy 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 appointment, may cast the votes held in different ways.

Resolution determined by majority

9.26 At a general meeting, all questions submitted to the meeting will be decided by a simple majority of votes except where a greater majority is required by this Constitution or the Corporations Act.

9.27 The chairperson of a general meeting does not have a casting vote.

10. Resolutions without meetings

Where only one Member

10.1 Where the Company has only one Member, any resolution may be passed without a general meeting being held if that Member (or being a corporation, its duly authorised representative or attorney) records the resolution and signs the record.

Where more than one Member

10.2 Where the Company has more than one Member, any resolution, other than a resolution to remove an Auditor under section 329 of the Corporations Act, may be passed without a general meeting being held if all the Members entitled to vote on the resolution (or being corporations, their duly authorised representatives or attorneys) sign a statement that they are in favour of a resolution set out in the document. Identical copies of the document and accompanying information may be distributed for signing by different Members. The resolution is passed when the last Member signs the document.

11. Directors

Number of Directors

11.1 The number of the Directors must not be less than three and no more than seven and will at all times, consist of:

- (a) a minimum of five Elected Directors; and
- (b) a maximum of two Appointed Directors.

Elected Directors

11.2 An Elected Director:

- (a) must be an Individual Member; and
- (b) is to be appointed by ordinary resolution passed at a general meeting.

Appointed Directors

11.3 Subject to clause 11.4, the Directors may appoint a person as an Appointed Director provided that the Company confirms the appointment at the next annual general meeting in accordance with clauses 12.1 to 12.3. If no such confirmation is procured, the Appointed Director's appointment will immediately cease.

11.4 Unless the Board decides otherwise, an Appointed Director will be from the Western Sydney Regional Organisation of Councils, known as WSROC.

11.5 An Appointed Director need not be a Member.

Eligibility

11.6 A person is eligible for election as a Director if they:

- (a) give the Company their signed consent to act as a director of the Company;
- (b) are not ineligible to be a director under the Corporations Act, and to the extent that the Company is a Registered Charity, are not ineligible to be a director under the ACNC Act; and
- (c) comply with any such additional requirements as the Members approve in general meeting from time to time.

Residence of Directors

11.7 At least two of the Directors must be natural persons who ordinarily reside within Australia.

Alternate Director

11.8 Subject to the provisions of the Corporations Act, each Director may, if a majority of the other Directors approve, appoint a person (whether or not a Member) to act as an alternate Director in that Director's place during any period the appointing Director determines. The appointment must be in writing and signed by the Director and a copy of the appointment must be given to the Company at the Registered Office or to a meeting of the Directors.

11.9 Any alternate Director:

- (a) may be removed or suspended from office by written notice to the Company from the Director who appointed the alternate (appointer);
- (b) is entitled to receive notice of Board meetings, to attend meetings (if the appointer is not present) and to be counted towards a quorum at meetings;
- (c) is entitled to vote at meetings they attend on all resolutions on which the appointer could vote had that appointer attended and, where the alternate is a Director in the alternate's own right, will have a separate vote on behalf of the appointer in addition to the alternate's own vote;
- (d) subject to the terms of their appointment, may exercise any powers that the appointer may exercise in the alternate's own right where the appointer is unavailable for any reason except the power to appoint an alternate Director. The action of an alternate Director will be conclusive evidence as against third parties of the unavailability of the appointer;
- (e) will automatically vacate office if the appointer is removed or otherwise ceases to hold office for any reason;
- (f) while acting as a Director, is responsible to the Company for the alternate's own acts and defaults and is not deemed to be the appointing Director's agent;
- (g) is not entitled to receive any remuneration from the Company but is entitled to reimbursement for reasonable travelling and other expenses incurred in attending Board meetings or otherwise on the Company's business;
- (h) is not to be taken into account in determining the number of Directors for the purposes of this Constitution; and
- (i) may act as an alternate for more than one Director.

Auditor cannot be Director

11.10 Subject to the Corporations Act, an Auditor of the Company or partner or employee or employer of an auditor must not be appointed a Director.

12. Directors' tenure of office

Term of office

- 12.1 At each annual general meeting:
- (a) any Appointed Director appointed by the Directors in accordance with clause 11.3 that has not been approved by the Members at a general meeting, must retire; and
 - (b) at least one-third of the remaining Directors must retire.
- 12.2 The Directors who must retire at each annual general meeting under clause 12.1(b) will be the Directors who have been longest in office since last being elected. Where Directors were elected on the same day, the Director(s) to retire will be decided by lot unless they agree otherwise.
- 12.3 A Director's term of office starts at the end of the annual general meeting at which they are elected and ends at the end of the annual general meeting at which they retire.

12.4 Subject to clause 12.3, a Director who retires under clause 12.1 may nominate for election or re-election.

12.5 A Director may resign as a director of the Company by giving one week's written notice of resignation to the Company at its registered office, and such resignation will take effect upon the expiration of such notice or its earlier acceptance.

Removal of Director by the Company

12.6 The Company may by ordinary resolution remove any Director at any time.

Vacation of office

12.7 The office of a Director will be automatically vacated if the Director:

- (a) is declared bankrupt;
- (b) dies;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with under the laws relating to mental health;
- (d) is prohibited from being a Director in accordance with the Corporations Act or any order made under the Corporations Act or the Director's office is vacated;
- (e) to the extent that the Company is a Registered Charity, is prohibited from being a Director in accordance with the ACNC Act or any order made under the ACNC Act; or
- (f) either personally or by an alternate Director, fails to attend Board meetings for a continuous period of six months without leave of absence from the Board and the Board resolves that the office be vacated.

12.8 A Director whose office is vacated under clauses 12.7(a), 12.7(c), 12.7(d) or 12.7(e) will not be eligible for re-election until the disability (or disabilities) referred to is (or are) removed.

Vacancies

12.9 In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may not act until the Company appoints sufficient new Directors so that the number of Directors increases to a number sufficient to constitute such a quorum.

13. Powers of Directors

Powers

13.1 Subject to the law (including the Corporations Act) and this Constitution, the Directors are responsible for managing and directing the activities of the Company to achieve the Principal Purpose.

13.2 The Directors 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.

13.3 The Directors must decide on the responsible financial management of the Company including:

- (a) any suitable written delegations of power under clause 13.7; and
- (b) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.

13.4 The Directors cannot remove a Director or Auditor. A Director and Auditor may only be removed by passing an ordinary resolution at a general meeting.

Powers to borrow or raise money

13.5 Without limiting the generality of clause 13.1 and subject to the satisfaction of any licensing or other regulatory requirements, the Directors may from time to time at their discretion borrow or raise any sum or sums of money or obtain other financial accommodation required for the Company to achieve the Principal Purpose, and may grant security for the repayment of that sum or sums or the payment, performance or fulfilment of any debts, liabilities, contracts or obligations incurred or undertaken by the Company in any manner and on any terms and conditions as they think fit, in particular, the Directors may do so by the issue or re-issue of bonds, perpetual or redeemable debentures or any mortgage, charge or other security on the undertaking or the whole or any part of the property of the Company (both present and future) for the time being.

Seal

13.6 The Directors must provide for the safe custody of the Company seal, and the seal must not be used except:

- (a) by the authority of the Board or a committee of the Board previously given; and
- (b) in the presence of at least two Directors or a Director and Secretary who must sign every instrument to which the Company seal is affixed.

Delegating of Director's powers

13.7 The Directors may, by power of attorney or otherwise, delegate any of their powers to a committee, a Director, an employee of the Company (such as the chief executive officer) or any other person, on terms they consider appropriate. Any committee, Director, employee or other person must act in accordance with the directions of the Directors and the Directors may, in their sole discretion, revoke any delegation at any time.

13.8 The meetings and proceedings of any committee will be governed by the provisions of this Constitution regulating the meetings and proceedings of the Directors so far as they apply are applicable and are not superseded by any direction by the Directors.

Payments to Directors

13.9 The Company must not pay fees to a Director for acting as a director of the Company.

13.10 The Company may:

- (a) pay a Director for work the Director does 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.

13.11 Any payment made under clause 13.10 must be approved by the Directors.

13.12 The Company may pay premiums for insurance indemnifying Directors, as allowed for by law (including the Corporations Act) and this Constitution.

14. Duties of Directors

Duties of Directors

- 14.1 The Directors must comply with their duties as Directors under the Corporations Act and at common law and, if the Company is a Registered Charity, the duties described in governance standard 5 of the regulations made under the ACNC Act, which can be summarised as follows:
- (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;
 - (b) to act in good faith in the best interests of the Company and to further the Principal Purpose;
 - (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 clauses 14.2;
 - (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.

Conflicts of interest

- 14.2 A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution):
- (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.
- 14.3 The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.
- 14.4 Each Director who has a material personal interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution) must not, except as provided under clause 14.5:
- (a) be present at the meeting while the matter is being discussed; or
 - (b) vote on the matter.
- 14.5 A Director may still be present and vote if:
- (a) their interest arises because they are a Member, 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 in that role (see clause 21.4)
 - (c) their interest relates to a payment by the Company under clause 21.1, or any contract relating to an indemnity that is allowed under the Corporations Act;

- (d) the Australian Securities and Investments Commission 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 of wholly-owned subsidiaries

- 14.6 If the Company is a wholly-owned subsidiary, each Director is authorised to act in the best interest of the holding company.
- 14.7 A Director is taken to act in good faith in the best interest of the Company if:
- (a) that Director acts in good faith in the best interests of the holding company; and
 - (b) the Company is not insolvent at the time the Director acts and does not become insolvent because of the Director's act.

15. Directors' meetings

When the Directors meet

- 15.1 The Directors may decide how often, where and when they meet. It is intended that the Directors will meet at least five times per year.

Calling Directors' meetings

- 15.2 A Director may call a Directors' meeting by giving reasonable notice to all of the other Directors.
- 15.3 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.

Chairperson for Directors' meetings

- 15.4 The elected chairperson is entitled to chair Directors' meetings.
- 15.5 The Directors at a Directors' meeting may choose a Director to be the chairperson for that meeting if the elected 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.

Quorum at Directors' meetings

- 15.6 The quorum for a Directors' meeting is three Directors.
- 15.7 Subject to clause 12.9 and clause 14.4, a quorum must be present for the whole Directors' meeting.

Using technology to hold Directors' meetings

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

Passing Directors' resolutions

- 15.11 A Directors' resolution must be passed by a majority of the votes cast by Directors present and entitled to vote on the resolution. If necessary, the chairperson of the meeting will have a casting vote in addition to any vote they have as a Director.

Circular resolutions of Directors

- 15.12 The Directors may pass a circular resolution without a Directors' meeting being held.
- 15.13 A circular resolution is passed if all the Directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 15.14 or clause 15.15.
- 15.14 The Directors may sign a circular resolution by signing:
- (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.
- 15.15 The Company may send a circular 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.
- 15.16 A circular resolution is passed when the last Director signs or otherwise agrees to the resolution in the manner set out in clause 15.14 or clause 15.15.

16. The Secretary

Appointment and role of Secretary

- 16.1 The Company must have at least one Secretary, who may also be a Director.
- 16.2 A Secretary must be appointed by the Directors (after giving the Company their signed consent to act as Secretary) and may be removed by the Directors.
- 16.3 The Directors must decide the terms and conditions under which the Secretary is appointed, including any remuneration.
- 16.4 The role of the Secretary includes:
- (a) maintaining a Register of Members and any other registry required by the Corporations Act; and
 - (b) maintaining the minutes and other records of general meetings (including notices of meetings), Directors' meetings and circular resolutions.

17. Minutes and records

Minutes and records

- 17.1 The Company must keep the following records:
- (a) minutes of proceedings and resolutions of general meetings (which must be prepared within one month of the relevant general meeting);
 - (b) minutes of circular resolutions of Members;
 - (c) a copy of the notice of each general meeting; and
 - (d) a copy of the members' resolution or members' statement distributed to Members under clause 8.1.
- 17.2 The Company must prepare any minutes referred to in clauses 17.1(a) and 17.1(b) within one month of the relevant meeting.
- 17.3 The Company must, within one month, make and keep the following records:
- (a) minutes of proceedings and resolutions of Directors' meetings (including meetings of any committees); and
 - (b) minutes of circular resolutions of Directors.
- 17.4 The Company must give a Member access to the records set out in clause 17.1, by making the records available for inspection at the Registered Office during business hours and upon reasonable request.
- 17.5 The Directors may authorise a Member to inspect other records of the Company, including records referred to in clause 17.2 and clause 17.8
- 17.6 The Directors 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.
- 17.7 The Company must enter in its minutes book resolutions passed by Members or Director without a meeting.

Financial and related records

- 17.8 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.
- 17.9 The Company must also keep written records that correctly record its operations.
- 17.10 The Company must retain its records for at least seven years.
- 17.11 The Directors must take reasonable steps to ensure that the Company's records are kept safe.

18. By-laws

By-laws

- 18.1 The Directors may pass a resolution to make by-laws to give effect to this Constitution.
- 18.2 Members and Directors must comply with by-laws as if they were part of this Constitution.
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19. Notice

What is notice

- 19.1 Anything written to or from the Company under any clause in this Constitution is written notice and is subject to clauses 19.3 to 19.6, unless specified otherwise.
- 19.2 Clauses 19.3 to 19.6 do not apply to a Proxy Forms.

Notice to the Company

- 19.3 Written notice or any communication under this Constitution may be given to the Company, the Directors or the Secretary by:
- (a) delivering it to the Registered Office;
 - (b) posting it to the Registered Office or to another address chosen by the Company for notice to be provided;
 - (c) sending it to an email address or other electronic address notified by the Company to the Member's email address or other electronic address; or
 - (d) sending it to the fax number notified by the Company to the Members as the Company's fax number.

Notice to Members

- 19.4 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);
 - (d) sending it to the fax number nominated by the Member as an alternative address for service of notices (if any); or
 - (e) 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).
- 19.5 If the Company does not have an address for the Member, the Company is not required to give notice in person.

When notice is taken to be given

- 19.6 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 day after it is posted with the correct payment of postage costs;
 - (c) sent by email, fax or other electronic method, is taken to be given on the business day after it is sent; and
 - (d) given under clause 19.4(e) is taken to be given on the business day after the notification that the notice is available is sent.
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20. Financial year

Company's financial year

20.1 The Company's financial year is from 1 July to 30 June, unless, subject to the Corporations Act, the Directors pass a resolution to change the financial year.

21. Indemnity, insurance and access

Indemnity

- 21.1 The Company indemnifies each officer of the Company out of the assets of the Company, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the Company.
- 21.2 The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the Company.
- 21.3 In clauses 21.1 and 21.2:
- (a) **officer** means a Director or Secretary and includes a Director or Secretary after they have ceased to hold that office; and
 - (b) **to the relevant extent** means:
 - (i) to the extent that the Company is not precluded by law (including the Corporations Act) from doing so; and
 - (ii) for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).

Insurance

21.4 To the extent permitted by law (including the Corporations Act), and if the Directors 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.

Directors' access to documents

- 21.5 A Director has a right of access to the financial records of the Company at all reasonable times.
- 21.6 If the Directors agree, the Company must give a Director or former Director access to:

- (a) certain documents, including documents provided for or available to the Directors; and
 - (b) any other documents referred to in those documents.
-

22. Gift Fund

The Gift Fund

22.1 The Company may maintain a fund or funds (**Gift Fund**):

- (a) to which gifts of money or property for the Principal Purpose are to be made;
- (b) to which contributions (that are not gifts) but which are described in items 7 or 8 of the table in section 30-15 of the Tax Act in relation to a fund-raising event held for the Principal Purpose are to be made;
- (c) to which contributions (that are not gifts) but which can be made to the Gift Fund without adversely affecting the Company's deductible gift recipient status are to be made;
- (d) to which any money received by the Company because of such gifts or contributions is to be credited; and
- (e) that does not receive any other money or property.

Limits on the use of the Gift Fund

22.2 The Company must use assets of the Gift Fund only for the Principal Purpose.

Maintaining the Gift Fund

22.3 In maintaining the Gift Fund the Company will:

- (a) ensure that all times the fund is maintained and used for the Principal Purpose;
- (b) ensure that the Gift Fund is operated separately and maintained with separate books of account from the Company's general accounts;
- (c) have in place appropriate procedures to ensure only and all proper amounts of money and property are credited to the Gift Fund;
- (d) ensure any money or property which is incorrectly received into the Gift Fund will be removed from the Gift Fund as soon as practicable with the accounts for the Gift Fund adjusted and noted accordingly; and
- (e) keep records in English or readily accessible and easily convertible into English which:
 - (i) record and explain all transactions and other acts the Gift Fund and/or the Company engages in which are relevant to the Company's status as a deductible gift recipient; and
 - (ii) show that each of the following assets of the Gift Fund is used by the Gift Fund and/or the Company only for the Principal Purpose:
 - (A) gifts of money or property for the Principal Purpose;

- (B) contributions (that are not gifts) but which are described in items 7 or 8 of the table in section 30-15 of the Tax Act in relation to a fund-raising event held for the Principal Purpose;
 - (C) contributions (that are not gifts) but which can be made to the Gift Fund without adversely affecting the Company's deductible gift recipient status; and
 - (D) money received by the Gift Fund because of such gifts or contributions;
- (f) keep the records referred in clause 22.3(e) for at least 5 years after the completion of such transactions or acts to which they relate; and
 - (g) at all times ensure it complies with the requirements of all laws and regulations in existence from time to time or any guidelines issued by the Australian Taxation Office in relation to gift funds or such other government authority overseeing the administration of gift funds.

Winding up of the Gift Fund

22.4 At the first occurrence of either the winding up of the Gift Fund or the Company ceasing to be endorsed as a deductible gift recipient under Subdivision 30-BA of the Tax Act any Surplus Assets of the Gift Fund must be transferred to a fund, authority or institution which is an Eligible Transferee.

22.5 The identity of the Eligible Transferee must be decided by the Board.

23. Deductible Gift Recipient Status

Maintaining Deductible Gift Recipient Status

23.1 If the Company is endorsed as a deductible gift recipient in its own right then to maintain this status, the Company will:

- (a) ensure that at all times it uses the following solely for the Principal Purpose;
 - (i) gifts of money or property for the Principal Purpose;
 - (ii) contributions (that are not gifts) but which are described in items 7 or 8 of the table in section 30-15 of the Tax Act in relation to a fund-raising event held for the Principal Purpose; and
 - (iii) money received by the Company because of such gifts or contributions;
- (b) keep records in English or readily accessible and easily convertible into English which:
 - (i) record and explain all transactions and other acts the Company engages in which is relevant to the Company's status as a deductible gift recipient; and
 - (ii) show that the each of the following is used by the Company only for the Principal Purpose:
 - (A) gifts of money or property for the Principal Purpose;

- (B) contributions (that are not gifts) but which are described in items 7 or 8 of the table in section 30-15 of the Tax Act in relation to a fund-raising event held for the Principal Purpose; and
 - (C) money received by the Gift Fund because of such gifts or contributions;
- (c) keep the records referred to in clause 23.1(b) for at least 5 years after the completion of such transactions or acts to which they relate; and
 - (d) at all times ensure it complies with the requirements of all laws and regulations in existence from time to time or any guidelines issued by the Australian Taxation Office or other such authority in relation to deductible gift recipient status.

Winding up or revocation of endorsement

23.2 If the Company is endorsed as a deductible gift recipient in its own right, then at the first occurrence of either the winding up of the Company or the Company ceasing to be endorsed as a deductible gift recipient under Subdivision 30-BA of the Tax Act, the Company must transfer to a fund, authority or institution which is an Eligible Transferee any surplus:

- (a) gifts of money or property made to the Company for the Principal Purpose;
- (b) contributions made to the Company (that are not gifts) but which are described in items 7 or 8 of the table in section 30-15 of the Tax Act in relation to a fund-raising event held for the Principal Purpose; and
- (c) money received by the Company because of such gifts or contributions.

23.3 The identity of the Eligible Transferee must be decided by the Board.

24. Winding up

Distribution of Surplus Assets

24.1 Subject to clauses 22.4 and 22.5, clauses 23.2 and 23.3, the Corporations Act, and any other applicable Act and any court order:

- (a) if the Company is wound up, any Surplus Assets must not be distributed to a Member or a former Member, unless that Member or former Member is a charity as described in clause 24.1(b); and
- (b) any Surplus Assets that remain after the Company is wound up must be distributed to one or more charities:
 - (i) with charitable purpose(s) similar to, or inclusive of, the Principal Purpose;
 - (ii) which also prohibit the distribution of any Surplus Assets to its Members to at least the same extent as the Company; and
 - (iii) which is charitable at law.
- (c) The decision as to the charity or charities to be given the Surplus Assets must be made by a special resolution of members at or before the time of winding up. If the members do not make this decision, the Company may apply to the Supreme Court to make this decision.

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Execution

Adopted by the Members on 12th December 2019