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Greening Australia Limited
ACN 002 963 788

Constitution

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Constitution

Greening Australia
ACN 002 963 788
("Company")

1 Definitions and interpretation

1.1 Definitions

In this Constitution, unless the context requires otherwise:

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

"AGM" means Annual General Meeting.

"Applicable Act" means:

- (a) while the Company is a Registered Charity, the ACNC Act and the Corporations Act; or
- (b) if the Company is not, or ceases to be, a Registered Charity, even if it is still a charity, the Corporations Act.

"Board" means the board of Directors of the Company.

"Chairperson" means the person appointed or elected from time to time pursuant to clause 18.

"Commissioner" means the Commissioner of Taxation delegate of the Commissioner of Taxation for the purposes of the Tax Act.

"Company" means the company defined at the beginning of this Constitution.

"Constitution" means this Constitution as supplemented, substituted or amended from time to time and includes any rules, regulations and by-laws of the Company for the time being in force.

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

"Deputy Chairperson" means the person appointed or elected from time to time pursuant to clause 18.

"Director" means a person occupying the position of director of the Company.

"First Resolution" has the meaning given to that term in clause 9.3(a).

"Public Fund" means the Greening Australia Fund established for the purposes of the Tax Act in accordance with clause 4.

"GST" has the meaning given to that term by Section 195-1 of the GST Act.

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999*.

“Holding Company” has the meaning given to that term by section 9 of the Corporations Act.

“Member” means a person who is entered in the Register.

“Members’ Resolution” means a resolution moved or proposed by Members in accordance with clause 12.5.

“Members’ Statement” means a statement requested by Members in accordance with clause 12.5.

“Membership” means the contractual rights of a person to membership of the Company, being the rights attaching to the class of membership conferred on that person.

“Membership Year” means each period of 12 Months commencing on 1 July and ending on the next ensuing 30 June unless otherwise determined by the Board.

“Month” means calendar month.

“Office” means the Company’s registered office.

“Present” means, when used in relation to a Member at a meeting, present in person or by proxy, attorney, representative or guardian.

“Register” means the register of members of the Company.

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

“Responsible Person” means an individual who –

- (a) performs a significant public function;
- (b) is a member of a professional body having a code of ethics or rules of conduct;
- (c) is officially charged with spiritual functions by a religious institution;
- (d) has received formal recognition from government for services to the community;
- (e) is a director of a company whose shares are listed on the ASX Limited; or
- (f) is approved as a Responsible Person by the Commissioner.

“Secretary” means a person appointed from time to time pursuant to clause 23.1.

“Security Interest” means any mortgage, lien, charge (whether fixed or floating), bill of sale, caveat, pledge, claim, trust arrangement, preferential right, right of set-off, title retention or other form of encumbrance and includes any “security interest” within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth).

“Special Resolution” means a resolution:

- (a) of which notice has been given under clause 12.7(c); and
- (b) that has been passed by at least 75% of the votes cast by Members Present and entitled to vote on the resolution.

“Subsidiary” has the meaning given to that term by section 9 of the Corporations Act.

“Subscription” means the annual subscription fee payable by Members pursuant to clause 5.6.

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

1.2 Words and expressions

In this Constitution, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this Constitution;
- (d) a reference to this Constitution includes any schedules or annexures;
- (e) headings are for convenience and do not affect interpretation;
- (f) a reference to any document or agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (g) a reference to “\$”, “A\$” or “dollar” is a reference to Australian currency;
- (h) a reference to a time is a reference to Australian Eastern Standard Time or Australian Eastern Daylight Time, whichever is appropriate;
- (i) a reference to a party includes its executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (j) a reference to writing includes any method of representing words, figures or symbols in a permanent and visible form;
- (k) words and expressions denoting natural persons include bodies corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;
- (l) a reference to any legislation or to any provision of any legislation includes:
 - (i) any modification or re-enactment of the legislation;
 - (ii) any legislative provision substituted for, and all legislation, statutory instruments and regulations issued under, the legislation or provision; and
 - (iii) where relevant, corresponding legislation in any Australian State or Territory;
- (m) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Constitution or any part of it;
- (n) the words “including”, “for example”, “such as” or other similar expressions (in any form) are not words of limitation; and
- (o) words or expressions defined in the Applicable Act but not in this Constitution have the same meaning in this Constitution.

1.3 Replaceable rules and interaction with the Applicable Act

- (a) To the extent permitted by law, the replaceable rules contained in the Corporations Act do not apply to the Company;
- (b) 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;
- (c) If the Company is not a Registered Charity (even if it remains a charity) the Corporations Act overrides any clauses in this Constitution which are inconsistent with that Act.

2 Objects

2.1 Principal objects

The principal object of the Company is to engage the community in vegetation management to protect and restore the health, diversity and productivity of our unique Australian landscapes.

2.2 Ancillary objects

For the purpose of achieving the principal objects set out in clause 2.1, the Company has and will continue to do all such thing as are incidental or conducive to the attainment of the principal objects of the Company including –

- (a) administer one or more funds into which all gifts, contributions, donations and bequests to the Company for the purposes of the Company will be credited;
- (b) conduct and disseminate information relating to education and community programs and to produce, edit, publish, issue, sell, circulate and preserve such papers, periodicals, books, circulars and other literary matters as are conducive to these objects;
- (c) seek and co-ordinate funding from the government and private sectors in the form of grants, gifts, donations and bequests committed to the objects of the Company;
- (d) encourage, promote and create awareness and understanding of the objects of the Company; and
- (e) provide or attract funds for the facilitation of any of the objects of the Company, including through business activities.

The Company will be established and operated in Australia.

2.3 Not for profit

- (a) The objects of the Company will not be carried on for the purpose of profit or gain to its Members.
- (b) The income and property of the Company, however derived:
 - (i) must be applied solely towards the promotion of the objects as set out in clauses 2.1;
 - (ii) may not be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the Members of the Company.
- (c) Nothing in clause 2.3(a) and 2.3(b), will prevent:
 - (i) the payment, in good faith, of remuneration to any Member or officer of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary or usual way of business;
 - (ii) the payment of interest at a rate not exceeding the rate fixed for the purposes of this clause 2.3(c) by the Board on money borrowed from any Member or reasonable and proper rent for premises demised or let by any Member to the Company; or
 - (iii) making a payment to a Member in carrying out the Company's charitable objects.

3 Powers of the Company

- 3.1 The Company has, subject to the Applicable Act, power to do all things necessary or convenient to be done for, or in connection with, the performance of its objects.

- 3.2 Without limiting the generality of clause 3.1, the Company has all the rights, powers and privileges and the legal capacity of a natural person.
- 3.3 Notwithstanding anything contained in this Constitution, any money or other property held by the Company on trust or accepted by the Company subject to a condition, will not be dealt with except in accordance with the obligations of the Company as trustee or as the person who has accepted the money or other property subject to the condition, as the case may be.

4 Public Fund

4.1 Requirements of the Public Fund

- (a) The Company must, if required under the Tax Act, establish and maintain, for the specific purposes set out in clause 2, the Public Fund:
- (i) to which gifts of money, contributions or property for those purposes must be made;
 - (ii) to which any money received by the Company because of those gifts, contributions or property must be credited; and
 - (iii) that does not receive any other money, contributions or property.
- (b) The Public Fund will not be maintained for the purpose of profit or gain to the Members of the Company.
- (c) All gifts or contributions made to the Public Fund and any money received because of those gifts or contributions will be applied solely towards the promotion of the objects of the Company set out in clause 2 and no portion of the Public Fund will be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the Members of the Company.
- (d) The Company will maintain a separate bank account for the Public Fund and must comply with subdivision 30-BA of the Tax Act with respect to the administration of the Public Fund.
- (e) The Public Fund will be administered by a committee of not less than three persons appointed by the Board, a majority of which must be Responsible Persons. The Public Fund committee will have the sole responsibility for decisions regarding the use and application of all gifts or contributions made to the Public Fund and any money received because of those gifts or contributions for the objects set out in clause 2.
- (f) In accordance with the Tax Act, receipts issued for gifts must state:
- (i) the name of the Company and Public Fund;
 - (ii) the ABN applicable to the Company;
 - (iii) the date the gift is received;
 - (iv) the fact that the receipt is for a gift;
 - (v) the name of the donor; and
 - (vi) the amount of the gift.
- (g) Clauses 4.1(b) to 4.1(f) (both inclusive) apply only if the Company is required to establish a Public Fund by the Tax Act or if determined by the Board.
- (h) It is intended that the public will contribute to the Public Fund and the Company will invite the general public to make gifts to the Public Fund for the purpose of carrying out the objects of the Company.

4.2 Changes to Public Fund

The Company must inform the ministerial department with responsibility for the environment as soon as possible if:

- (a) it changes its name or the name of the Public Fund;
- (b) there is any change to the Membership of the management committee of the Public Fund; or
- (c) there has been any departure from the model rules for the Public Funds located in the Guidelines to the Register of Environmental Organisations.

4.3 Ministerial Rules

The Company agrees to comply with any rules that the Treasurer and the Minister with responsibility for the environment may make to ensure that gifts made to the Public Fund are used for its principal purpose.

4.4 Conduit Policy

Any allocation of funds or property to other persons or organisations will be made in accordance with the established purposes of the Company and not be influenced by the preference of the donor.

4.5 Statistical Information

Statistical information requested by the ministerial department with responsibility for the environment on donations to the Public Fund will be provided by the Company within four months of the end of the Financial Year. If required by the Tax Act or the Guidelines to the Register of Environmental Organisations, an audited financial statement for the organisation and its Public Fund will be supplied with the annual statistical return and the statement will provide information on the expenditure of Public Fund monies and the management of Public Fund assets.

5 Membership and eligibility

5.1 General

- (a) Subject to this Constitution and the Corporations Act, there must be at least fifty Members in accordance with the Tax Act.
- (b) The Board may, from time to time, prescribe a maximum number of Members.
- (c) The Members will comprise:
 - (i) Every person who, at the date of adoption of this Constitution, is a Member of the Company (**Continuing Members**); and
 - (ii) all other persons admitted to Membership in accordance with this Constitution.

5.2 Classes of Members

- (a) The Board may, subject to clause 5.2(b), establish different classes of Membership and may prescribe the qualifications, rights and privileges of persons admitted to Membership in, or transferred into, such classes of Membership.
- (b) If, in exercising this power, the Board would vary the rights, restrictions or obligations of existing Members, then the new class of Membership will not be created unless it is agreed by a Special Resolution of existing Members.

5.3 How to apply to become a Member

A person may apply to become a Member by submitting the application form approved by the Board, from time to time, and by stating that they:

- (a) want to become a Member or join a particular class of Membership;
- (b) support the principal objects of the Company; and
- (c) agree to comply with the Constitution, including the undertaking in clause 5.8 and the Subscription in clause 5.6.

5.4 Board's decision whether to approve membership

- (a) As soon as practicable after receipt of an application referred to in clause 5.3 the Secretary, or such other person as the Board determines, must refer the application to the Board who will then determine, in their absolute discretion, whether to approve or to reject the application.
- (b) The Directors do not need to give a reason for rejecting an application.
- (c) If an application is approved by the Board, the Secretary, or such other person as the Board determines, must as soon as practicable notify the applicant, and where relevant its representative, in writing that the applicant has been approved.
- (d) The Secretary, or such other person as the Board determines, must within 28 days after approval by the Board enter the applicant's name in the Register and, if the applicant is not a natural person, the representative's name.
- (e) If an application has been rejected by the Board, the Secretary, or such other person as the Board determines, must as soon as practicable notify the applicant in writing that the applicant's application has been rejected.

5.5 When a person becomes a Member

An applicant for Membership becomes a Member and is entitled to exercise the rights of Membership when the applicant's name is entered into the Register.

5.6 Subscription

- (a) The Board will determine the Subscription payable by Members in each Membership Year and that Subscription can vary between Members and classes of Members.
- (b) The Subscription is to be paid by each Member, in advance at the commencement of each Membership Year, by delivery to the Secretary, or to such other person or in such other manner as the Board determines, from time to time.

5.7 Representatives of Members

- (a) A person seeking admission to Membership who is not a natural person must appoint one or more natural persons to be its representative but only one representative may exercise the Member's powers at any one time.
- (b) The appointment must set out what the representative is appointed to do and may set restrictions on the representative's powers.
- (c) If the appointment does not set any restrictions on the representative's powers the representative may exercise on the Member's behalf all of the rights and powers of the Member except the power to appoint and remove a representative.
- (d) An appointment for the purpose of clause 5.7(a) must:
 - (i) be in writing;
 - (ii) include the name of the representative;

- (iii) be signed or executed by the body corporate or entity seeking Membership;
 - (iv) be delivered to the Secretary, or such other person as the Board determines, from time to time; and
 - (v) accompany the application referred to in clause 5.3 .
- (e) A representative may be removed or replaced by written notice to the Secretary, signed or executed by the body corporate or entity which appointed that representative.
- (f) If the body corporate or entity which appointed a representative gives notice to the Secretary that it wishes its representative to be removed or replaced (for whatever reason), the Secretary will, as soon as practicable, make the appropriate entries in the Register.

5.8 Limited Liability

- (a) Every Member must provide a written undertaking in accordance with clause 5.8(b).
- (b) Every Member undertakes to contribute an amount not more than \$1 to the property of the Company if the Company is wound up while the Member is a Member, or within one year after the Member ceases to be a Member, for payment of the debts and liabilities of the Company (contracted before the Member ceases to be a Member) and of the costs, charges and expenses of winding up.

5.9 GST

- (a) All payments that are required to be made by a Member under this Constitution (including but not limited to Subscriptions) are exclusive of GST.
- (b) If any payment referred to in clause 5.9(a) is for, or is in connection with, a supply made by the Company under this Constitution on which the Company is liable to pay GST, then such payment will be increased by the prevailing rate of that GST and the Member will pay that increased amount to the Company at the same time and in the same manner as all other payments required to be made.
- (c) The Company must issue to the Member a tax invoice for the increased amount referred to in clause 5.9(b) within 14 days from the date that the increased amount is required to be paid by the Member.

6 Rights and role of Members

6.1 Rights and privileges

- (a) Subject to this Constitution, the Members are entitled to all the rights and privileges of Membership of the Company.
- (b) A right, privilege, or obligation of a person by reason of the person's Membership:
 - (i) is not capable of being transferred or transmitted to another person; and
 - (ii) terminates on cessation of Membership whether by death or resignation or otherwise as set out in clause 9.

7 Register of Members

7.1 Information in Register

The Secretary must keep and maintain a Register containing:

- (a) the name and address of each Member;
- (b) the date on which each Member's name was entered in the register;
- (c) in the case of a Member who is not a natural person, the name and address of its authorised representative;
- (d) the class of Membership; and
- (e) any other information which the Board considers necessary.

7.2 Inspection and copies

Subject to the Corporations Act:

- (a) the Register will be made available for inspection, free of charge, to any Member on request;
- (b) a Member may make a copy of entries in the Register; and
- (c) information that is accessed from the Register must only be used in a manner relevant to the interests or rights of Members.

8 Default by Members

- (a) If a Member is required to pay a Subscription in any Membership Year and fails to pay the Subscription, in whole or in part, in any Membership Year for more than 60 days after the due date for payment:
 - (i) all of the rights and privileges of that Member will be automatically suspended until the Subscription, or such part which is payable and remains outstanding, is paid or until the Member's Membership has been determined in accordance with clause 8(b); and
 - (ii) the Secretary will give notice to that Member requiring payment of the Subscription, or such part of the Subscription which is payable and remains outstanding.
- (b) If any Member fails to pay the Subscription in accordance with clause 8(a), or any part which is payable and remains outstanding for more than 60 days after service of the notice to the Member in accordance with clause 8(a)(ii), the Member will automatically cease to be a Member pursuant to clause 9 and the Secretary must notify that Member accordingly.

9 Cessation of Membership

9.1 Ceasing to be a Member

A person ceases to be Member of the Company if:

- (a) the person resigns as provided in clause 10.1;
- (b) the person dies;
- (c) the person is not a natural person and they are wound up, deregistered or otherwise dissolved;
- (d) the person has not responded within three months to a written request from the Secretary that they confirm in writing that they want to remain a Member;

- (e) the person fails to pay a Subscription and provisions of clauses 8(a) and 8(b) become applicable to that Member; or
- (f) the person is expelled or the succeeding provisions of this clause 9 become applicable to that Member.

9.2 Continuing liability

A Member who resigns continues to be liable for any Subscription and all arrears due and unpaid at the date of the Member's resignation and for all other amounts due by the Member to the Company.

9.3 Power to censure, suspend or expel Members

- (a) If any Member:
 - (i) fails to comply with this Constitution or the rules, regulations or by-laws of the Company; or
 - (ii) engages in conduct which, in the opinion of the Directors, is unbecoming of a Member or prejudicial to the interests of the Company or its Members,the Board may by resolution of the Directors (the "**First Resolution**") censure, suspend or expel that Member.
- (b) Where the Directors pass a First Resolution in accordance with clause 9.3(a), the Secretary must, as soon as practicable, serve on the Member, a notice in writing:
 - (i) setting out the First Resolution and the grounds on which it is based;
 - (ii) stating that the Member may address the Board at a meeting to be held not earlier than 14 days after service of the notice; and
 - (iii) informing the Member that the Member may attend the meeting or give the Board, before the date of the meeting, a written statement seeking revocation of the First Resolution.
- (c) At a meeting of the Directors held in accordance with clause 9.3(b), the Board must:
 - (i) give the Member, or a person nominated by the Member, an opportunity to be heard; and
 - (ii) give due consideration to any written statement submitted by, or on behalf of, the Member; and
 - (iii) by resolution, determine whether to:
 - (A) confirm the First Resolution;
 - (B) revoke the First Resolution with or without a warning;
 - (C) refer the decision to an unbiased, independent person on conditions that the Board considers appropriate (however, the independent person can only make a decision that the Directors could have made under this clause); or
 - (D) require the matter to be determined at a general meeting of Members.
- (d) If the Directors confirm the First Resolution it will be effective immediately and the Secretary must notify the Member of the confirmation as soon as possible after the date of the meeting of the Directors.
- (e) 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 clause 9.3.

10 Resignation of Member

- 10.1 A Member may resign from the Company by giving the Secretary one month's written notice, or such other notice period as is agreed by the Board.
- 10.2 On expiry of notice under clause 10.1:
- (a) the person will cease to be a Member; and
 - (b) the Secretary will repay to the Member the proportion of the Subscription received by the Company referable to the unexpired term of the Membership Year and update the Register accordingly.

11 Dispute resolution

- 11.1 The dispute resolution procedure in this clause applies to disputes under this Constitution between a Member or a Director and:
- (a) one or more Members;
 - (b) one or more Directors; or
 - (c) the Company.
- 11.2 A Member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 9.3 until that disciplinary procedure is completed.
- 11.3 Those involved in the dispute must try to resolve it between themselves within 14 days.
- 11.4 If those involved in the dispute do not resolve it under clause 11.3, they must within 10 days:
- (a) tell the Directors about the dispute in writing;
 - (b) agree to request that a mediator be appointed; and
 - (c) attempt in good faith to settle the dispute by mediation.
- 11.5 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 Directors; or
 - (ii) for other disputes, a person chosen by either the Commissioner of the Australian Charities and Not-for-profits Commission or the President of the law institute or society in the State or Territory in which the Company has its registered office.
- 11.6 A mediator chosen by the Directors under clause 11.5(b)(i):
- (a) may be a Member or former Member 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.
- 11.7 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 those involved are given natural justice; and

- (d) not make a decision on the dispute.

12 General meetings

12.1 General meetings

A general meeting is a meeting of the Members of the Company held in accordance with this Constitution and the Applicable Act and includes the AGM.

12.2 AGM

- (a) The Company will hold an AGM in accordance with this Constitution and the Applicable Act:
 - (i) within 18 months after registration of the Company; and
 - (ii) after the first AGM, at least once in every calendar year.
- (b) To the extent applicable to the Company, the business of the AGM may include:
 - (i) the appointment of the Directors;
 - (ii) the appointment and remuneration of any auditor;
 - (iii) the consideration of the financial reports of the Company, the Directors' report and any auditor's report; and
 - (iv) such other business as may be properly transacted at the AGM.
- (c) The Chairperson of the AGM must allow a reasonable opportunity for the Members as a whole at the meeting to ask questions about or make comments on the management of the Company.

12.3 General meetings called by the Board

- (a) The Board may call a general meeting at any time.
- (b) The Board must call and arrange to hold a general meeting on the written request of Members with at least 5% of the votes that may be cast at the general meeting and must:
 - (i) within 21 days of the Members' request, give notice of a general meeting; and
 - (ii) hold the general meeting within two months of the Members' request.
- (c) The percentage of votes that Members have is to be worked out as at midnight before the Members request the meeting.
- (d) The Members who make the request for a general meeting must:
 - (i) provide the request in writing;
 - (ii) state in the request any resolution to be proposed at the meeting;
 - (iii) sign the request; and
 - (iv) give the request to the Company.
- (e) 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.

12.4 General meetings called by Members

- (a) If the Directors do not call a meeting within 21 days of being requested under clause 12.3(b), 50% or more of the Members who made the request may call and arrange to hold a general meeting.
- (b) To call and hold a meeting 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; and
 - (iii) hold the general meeting within three months after the request was given to the Company.
- (c) 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.

12.5 Members' Resolutions and Members' Statements

- (a) Subject to the Applicable Act, Members may:
- (i) propose to move a Members' Resolution at a general meeting by providing written notice to the Company; or
 - (ii) request the Company give the Members a Members' Statement about a proposed resolution or any other matter that may properly be considered at a general meeting.
- (b) A notice of a Members' Resolution must set out the wording of the proposed resolution and be signed by the Members proposing the resolution, who must have at least 5% of the votes that may be cast at a general meeting.
- (c) A request to distribute a Members' Statement must set out the statement to be distributed and be signed by the Members making the request, who must have at least 5% of the votes that may be cast at a general meeting.
- (d) Separate copies of a document may be used for signing by Members if the wording of the notice or request is identical in each copy.
- (e) The percentage of votes that Members have is to be worked out at midnight before the request or notice is given to the Company.
- (f) If the Company has been given notice of a Members' Resolution under clause 12.5(a)(i), the resolution must be considered at the next general meeting held more than two months after the notice is given.
- (g) The Company need not comply with the notice or request if:
- (i) it is more than 1000 words long;
 - (ii) the Directors consider it may be defamatory;
 - (iii) clause 12.6(d)(ii) applies, and the Members who proposed the resolution or made the request have not paid the Company enough money to cover the cost of sending the notice of the proposed Members' Resolution or a copy of the Members' Statement to Members; or
 - (iv) in the case of a proposed Members' Resolution, the resolution does not relate to a matter that may be considered at a general meeting or is otherwise not a valid resolution able to be put to the Members.
- (h) This clause does not limit any other right that a Member has to propose a resolution at a general meeting.

12.6 Notice

- (a) At least 21 days written notice of a general meeting must be given to:
- (i) each Member who is entitled to vote;
 - (ii) each Director;
 - (iii) any auditor of the Company; and

(iv) any other person required by law.

No other person is entitled to receive notice of a general meeting.

- (b) Subject to clause 12.6(c) and the Applicable Act, notice of a meeting may be provided less than 21 days before the meeting if:
- (i) for an AGM, all the Members entitled to attend and vote at the annual general meeting agree beforehand; and
 - (ii) for any other general meeting, Members within at least 95% of the votes that may be cast at the meeting agree beforehand.
- (c) Subject to the Applicable Act, notice of a meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
- (i) remove a Director;
 - (ii) appoint a Director in order to replace a Director who was removed; or
 - (iii) remove an auditor.
- (d) If the Company has been given a notice or request under clause 12.5:
- (i) in time to send the notice of proposed Members' Resolution or a copy of the Members' Statement to Members with a notice of meeting, it must do so at the Company's cost;
 - (ii) too late to send the notice of proposed Members' Resolution or a copy of the Members' Statement to Members with a notice of meeting, then the Members who proposed the resolution or made the request must pay the expenses reasonably incurred by the Company in giving Members notice of the proposed Members' Resolution or a copy of the Members' Statement. However, at a general meeting, the Members may pass a resolution that the Company will pay these expenses.

12.7 Content of notice

A notice of a general meeting must:

- (a) set out the place, date and time for 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) state the general nature of the meeting's business;
- (c) if a Special Resolution is to be proposed at the meeting, set out an intention to propose the Special Resolution and the Special Resolution itself; and
- (d) contain a statement specifying that:
 - (i) the Member has a right to appoint a proxy; and
 - (ii) the proxy may be, but need not be, a Member.

12.8 Failure to give notice

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 or any resolution passed at the meeting.

12.9 Postponement or cancellation or change of general meeting

Subject to the Applicable Act the Board may at any time prior to a general meeting postpone or cancel any general meeting or change the place of any general meeting. Any such postponement, cancellation or change must be communicated to each Member of the Company and each other person to whom notice was given, in any manner permitted under clause 28.

13 Proceedings at general meetings

13.1 Quorum

- (a) No business may be transacted at an AGM or any other general meeting unless a quorum is Present at the time when the meeting proceeds to business.
- (b) A quorum consists of fifteen Members entitled to vote at the meeting.
- (c) Each individual present at a general meeting may only be counted once toward a quorum. If a Member has appointed more than one proxy, attorney or representative, only one of them may be counted towards a quorum.

13.2 Use of technology

- (a) General meetings can be held using audio or audio-visual technology.
- (b) If a general meeting is held by audio or audio-visual technology:
 - (i) a Member is treated as Present if the Member is able to hear and be heard by all others attending; and
 - (ii) unless the Chairperson is notified that a Member is leaving the meeting, the Member will be assumed to have been Present for the duration of the meeting.

13.3 Quorum not present

If a quorum is not present within 15 minutes after the time appointed for a general meeting:

- (a) if the meeting was convened at the request of Members, it is automatically dissolved; and
- (b) in any other case:
 - (i) it will stand adjourned to date, time and place the Chairpersons specifies if the Chairperson does not specify one or more of those things, the meeting is adjourned to the same time and place on the fifth business day after the meeting; and
 - (ii) if a quorum is not present within 30 minutes from the time appointed for the adjourned meeting, the meeting is cancelled.

13.4 Chairing meetings

The Chairperson (or, in the Chairperson's absence, the Deputy Chairperson) will chair every meeting of the Members. If:

- (a) there is no Chairperson or Deputy Chairperson;
- (b) neither the Chairperson nor the Deputy Chairperson is present within 15 minutes after the time appointed for holding the meeting; or
- (c) both the Chairperson and the Deputy Chairperson are unwilling to act as chair of the meeting,

the Members Present and entitled to vote will elect a Member or Director to chair the meeting.

13.5 Function of Chairperson

The Chairperson of a general meeting is responsible for the general conduct and procedures to be adopted at the meeting.

13.6 Adjournment by Chairperson

The Chairperson of a general meeting at which a quorum is present:

- (a) may, with the consent of the meeting; and
- (b) must, if directed by resolution of the meeting, adjourn the meeting to another time and place.

13.7 Adjourned meeting

The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting. Notice of the adjourned meeting must be given if the meeting is adjourned for one month or more.

14 Voting at general meetings

14.1 Show of hands

Unless a poll is demanded under clause 14.3:

- (a) a resolution put to a vote at a general meeting must be decided on a show of hands, or another method chosen by the Chair that is fair and reasonable in the circumstances; and
- (b) a declaration by the Chairperson that a resolution has been carried, carried by a particular majority or lost and an entry to that effect in the minutes of the meeting will be conclusive evidence of that fact without proof of the number or proportion of votes recorded in favour or against the resolution.

14.2 Majority vote

A resolution of Members must be passed by a majority of the votes cast by Members entitled to vote on the resolution unless otherwise required under the Applicable Act or this Constitution.

14.3 Demanding a poll

Either before or on declaration of the result of a show of hands, a poll may be demanded by:

- (a) the Chairperson; or
- (b) at least one Member entitled to vote on the resolution;

The demand for a poll does not affect the continuation of the meeting for the transaction of other business and may be withdrawn.

14.4 When and how polls must be taken

A poll will be taken when and in the manner the Chairperson directs, except for:

- (a) a poll demanded on the election of a Chairperson; or
- (b) a poll demanded on the adjournment of a meeting,

which must be taken immediately. The result of the poll will be the resolution of the meeting at which the poll was demanded.

14.5 Electronic Voting System

- (a) If the Company has an electronic voting system that permits Members to vote by electronic means at or prior to a general meeting, the Board may determine:
 - (i) that Members may cast their vote by electronic means; and
 - (ii) the manner in which Members will be identified for the purposes of voting.
- (b) If the Board makes such a determination the Secretary must:

- (i) provide an interactive copy of the voting paper in a secure online system to facilitate voting by electronic means;
 - (ii) make available to Members all information reasonably necessary to facilitate voting by electronic means; and
 - (iii) ensure that each Member cannot and does not vote more than once on a resolution or question.
- (c) a vote cast by a Member by electronic means is taken to have been cast at the meeting on the show of hands or poll and is to be regarded and counted accordingly.

14.6 Equal number of votes

If an equal number of votes is cast for and against a resolution:

- (a) the Chairperson does not have a casting vote in addition to the Chairperson's vote as a Member, proxy, attorney or representative; and
- (b) the resolution is not passed.

14.7 Number of votes

Subject to this Constitution and any rights or restrictions imposed on or attached to a class of Membership, every Member who is Present at a general meeting and entitled to vote on a show of hands and on a poll, has one vote.

14.8 Voting by guardians

Subject to the Applicable Act, if the Board is satisfied at least 24 hours before the time fixed for a general meeting that a person has the power to manage a Member's property under a law relating to the management of property of the mentally incapable, that person may vote and exercise any other rights in relation to the general meeting as if it were the Member entered on the Register and the Board must not count the vote of the actual registered Member.

14.9 Unpaid Subscription

A Member is not entitled to vote at a general meeting if any Subscription owing by that Member is in arrears at the date of the meeting.

14.10 Objections

An objection to the qualification of any voter:

- (a) may only be raised at the meeting or adjourned meeting at which the voter tendered its vote; and
- (b) must be determined by the Chairperson, whose decision, if made in good faith, will be final and conclusive.

A vote that the Chairperson does not disallow pursuant to an objection is valid for all purposes.

15 Proxies, attorneys and representatives

15.1 Proxies

A Member entitled to attend and vote at a general meeting may appoint a proxy to attend and vote for the Member at the meeting. To be valid, a proxy appointment must be in writing, signed by the Member, 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 proxy may be used.

15.2 Rights of proxies

Subject to this Constitution and the proxy's terms of appointment, a proxy has the same rights as the appointing Member to speak at a general meeting, to vote and to join in and demand a poll. If a proxy's appointment specifies the way in which the proxy must vote, the proxy must follow those instructions.

15.3 Attorneys

A Member may, by duly exercised power of attorney, appoint an attorney to act for the Member at general meetings. To be valid, the power of attorney must be produced for inspection, together with evidence of due execution.

15.4 Rights of attorneys

Unless restricted by the terms of appointment or the Applicable Act, an attorney may exercise the same powers on the Member's behalf that the Member could exercise at a general meeting or in voting on a resolution.

15.5 No membership requirement

A proxy, attorney or representative may be, but need not be, a Member.

15.6 Standing appointments

A Member may appoint a proxy, attorney or representative to act at a particular general meeting or make a standing appointment. A Member may revoke any appointment.

15.7 Company must receive appointments

The appointment of a proxy, attorney or representative is only effective in relation to a general meeting if the Company receives the instrument effecting the appointment:

- (a) in the case of a proxy or attorney, at least 48 hours before the time for holding the meeting or adjourned meeting (unless the notice of meeting specifies a shorter time period); and
- (b) in the case of a representative, before the commencement of the meeting or adjourned meeting.

15.8 Chairperson may declare appointment valid

If the appointment or the instrument of appointment of a proxy, attorney or representative does not comply with this Constitution, the appointment will be treated as invalid unless the Chairperson declares otherwise.

15.9 Adjourned meetings

An appointment of a proxy, attorney or representative for a particular general meeting is valid at the adjourned meeting.

15.10 Rights of proxies and attorneys if Member present

A proxy or attorney has no power to act for a Member at a general meeting at which the Member is present in person or, in the case of a body corporate, by representative. A proxy has no power to act for a Member at a general meeting at which the Member is present by attorney.

15.11 Priority of conflicting appointments

The following rules govern conflicting appointments:

- (a) an appointment of a proxy is revoked (or suspended for the particular general meeting if a standing appointment) if the Company receives a further proxy appointment that would result in the Member having more proxies than the Member is entitled to under clause 15.2;
- (b) the proxy appointment made first in time under clause 15.11(a) is the first to be treated as revoked or suspended under that clause; and
- (c) if more than one attorney or representative appointed by a Member is present at a general meeting and the Company has not received notice of revocation of any of the appointments:
 - (i) an attorney or representative appointed to act at that particular meeting may act to the exclusion of an attorney or representative appointed under a standing appointment; and
 - (ii) subject to clause 15.11(c)(i), the more recently appointed attorney or representative may act to the exclusion of an attorney or representative appointed earlier in time.

15.12 Continuing authority

A vote cast by a proxy, attorney or representative at a general meeting will be valid even if, before the vote, the appointing Member:

- (a) dies or becomes mentally incapacitated; or
- (b) revokes the appointment or the authority under which the appointment was made by a third party,

unless the Company has received written notification of the matter before the start or resumption of the meeting.

16 Directors

16.1 Number

The Company will have at least five Directors and, until otherwise decided by a resolution passed in a general meeting, not more than eight Directors.

16.2 Membership requirement

A Director must be a Member of the Company.

16.3 Other positions

A Director may simultaneously hold any other office or position in the Company on terms determined by the Board, except for Company auditor.

17 Appointment and removal of Directors

17.1 Appointment by Members

- (a) The Members may appoint a Director by resolution passed in a general meeting.
- (b) Each of the Directors must be appointed by a separate resolution, unless:
 - (i) the Members present have first passed a resolution that the appointments may be voted on together; and
 - (ii) no votes were cast against that resolution.
- (c) A person is eligible for appointment as a Director of the Company if they:
 - (i) are nominated by an existing Member of the Company;

- (ii) meet any eligibility requirements identified by the Board prior to the nomination of the candidate;
 - (iii) give the Board their signed consent to act as a Director of the Company; and
 - (iv) are not ineligible to be a Director under an Applicable Act.
- (d) The Members can make further rules in relation to the appointment of Directors, provided those rules are not inconsistent with this Constitution.

17.2 Removal and rotation of Directors

Subject to clause 16.1, the Company may by resolution passed in a general meeting:

- (a) remove a Director from office;
- (b) determine any rotation and retirement policies for Directors.

17.3 Casual vacancy or addition to Board

- (a) The Board may appoint a person to be a Director at any time either to fill a casual vacancy or as an addition to the existing Directors, but the total number of Directors must not exceed any maximum number.
- (b) A Director appointed to fill a casual vacancy in accordance with clause 17.3(a) will hold office for the remainder of the term of office of the Director whose office has become vacant and will be eligible for re-appointment in accordance with this Constitution at the end of that term.

17.4 Term of office

- (a) Subject to clause 17.5 and the terms of any agreement between the Company and the relevant Director, a Director holds office for a period of three years but is eligible for re-appointment by Members.
- (b) A Director who has held office for three consecutive three year terms may only be re-appointed or re-elected by a Special Resolution.

17.5 Cessation of appointment

A person automatically ceases to be a Director if:

- (a) the person is not permitted or eligible under the Applicable Act (or an order made under the Applicable Act) to be a Director;
- (b) the person becomes bankrupt or enters into or becomes subject to any arrangement or composition with creditors;
- (c) the person becomes mentally incapable or a person whose estate or property is liable to be dealt with in any way under any law relating to mental health;
- (d) the person resigns by notice in writing to the Company;
- (e) the person ceases to be a Member;
- (f) the person is removed from office under clause 17.2;
- (g) the person dies;
- (h) the person fails to attend three consecutive Board meetings without leave of absence from the Board; or
- (i) the term for which the person was appointed expires.

18 Board positions

The Board will from time to time appoint a Chairperson, Deputy Chairperson and Treasurer.

19 Remuneration of Directors

19.1 Honorary

The Company must not pay fees to a Directors for acting as a Director.

19.2 Expenses

The Company may pay Directors all reasonable travelling and other expenses properly incurred:

- (a) in attending Board meetings or any meetings of committees of Directors;
- (b) in attending any general meetings of the Company; and
- (c) in connection with the Company's business.

19.3 Extra services

The Company may pay a Director if they are engaged to work for the Company other than as a Director.

19.4 Board approval

All payments to Directors under clause 19.2 and 19.3 must be approved by the Board.

20 Powers and duties of Directors

20.1 Management of the Company

The business of the Company will be managed by the Board. The Board may exercise all the powers of the Company except any powers that are required by this Constitution or the Applicable Act to be exercised by the Company in general meeting.

20.2 Appointment of Chief Executive Officer

The Board may appoint a person as the Chief Executive Officer of the Company on such terms and conditions as the Board may determine from time to time. The Chief Executive Officer is responsible to the Board and must carry out such roles and functions as the Board may determine from time to time.

20.3 Duties under the Applicable Act

A Director must comply with the Applicable Act and fulfil any duties prescribed in the Applicable Act and the common law including:

- (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 and in the best interests of the Company and to further the charitable object(s) of the company set out in clause 2.1;
- (c) not to misuse their position as a Director;
- (d) not to misuse information they gain in their role as Director;
- (e) to disclose of any material personal interest in the manner set out in clause 20.5.
- (f) to ensure that the financial affairs of the Company are managed responsibly; and

- (g) not to allow the Company to trade while insolvent.

20.4 No disqualification

A Director is not disqualified by reason only of being a Director from:

- (a) holding any office, place of profit or position of employment with the Company;
- (b) acting in a professional capacity for the Company;
- (c) being a member or creditor of any corporation (including the Company) or partnership; or
- (d) entering into any agreement or arrangement with the Company.

20.5 Disclosure of interests

If required by the Applicable Act, a Director must disclose to the Board any material personal interest the Director has in a matter relating to the affairs of the Company. The Secretary must record details of any such disclosures in the minutes of the relevant Board meeting.

20.6 Voting if Director has an interest

- (a) A director who has a material personal interest in a matter being considered at a Board meeting must not, except as provided under this clause 20.6:
 - (i) be present at the Board meeting while the matter is being discussed; or
 - (ii) vote on the matter.
- (b) A director may still be present, counted towards quorum and vote if:
 - (i) their interest arises because they are a Member of the Company, and the other Members have the same interest;
 - (ii) 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 29);
 - (iii) their interest relates to a payment by the Company under clause 29, or any contract relating to an indemnity that is allowed under the Corporations Act;
 - (iv) the regulator under the Applicable Act makes an order allowing the Director to vote on the matter; or
 - (v) the Directors who do not have a material personal interest in the matter pass a resolution that:
 - (A) 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
 - (B) states that those Directors are satisfied that the interest should not prevent the Director from being present or voting.
- (c) Subject to clause 20.6(b) any transactions that relate to the interest may proceed and the Director may participate in the execution of any relevant document; and if disclosure is made before the transaction is entered into:
 - (i) the Director may retain benefits under the transaction; and
 - (ii) the Company cannot avoid the transaction merely because of the existence of the interest.

20.7 Confidentiality

Every Director and other agent or officer of the Company must:

- (a) keep the transactions and affairs of the Company confidential, except:
 - (i) to the extent necessary to enable the person to perform his or her duties to the Company;
 - (ii) as required by the Board or the Company in general meeting; and
 - (iii) as required by law.
- (b) if requested by the Board, sign a confidentiality undertaking consistent with this clause.

21 Delegation of Directors' powers

21.1 Power to delegate

The Board may delegate any of its powers to:

- (a) a committee;
- (b) a Director;
- (c) an employee or adviser of the Company; or
- (d) an attorney.

21.2 Terms of delegation

A delegation of powers under clause 21.1 may:

- (a) be made for a specified period or without specifying a period;
- (b) be made on the terms (including the power to delegate further) and subject to any restrictions that the Board determines; and
- (c) may contain provisions for the protection and convenience of those who deal with the delegate that the Board thinks appropriate.

21.3 Delegate to comply with directions

A delegate under clause 21.1 must exercise its powers subject to any direction from the Board.

21.4 Board may revoke delegation

The Board may revoke a delegation of its powers at any time.

21.5 Advisory committee

- (a) The Board may establish one or more advisory committees comprising such persons as the Board thinks fit. A member of an advisory committee may, but need not be, a Director or Member.
- (b) An advisory committee will act in an advisory capacity only and in the exercise of the powers delegated in accordance with this clause 21, conform to any direction from the Board.

21.6 Proceedings of advisory committee

Subject to the terms on which power is delegated to any committee and any directions from the Board:

- (a) a committee is free to determine the rules that regulate its meetings and proceedings; and
- (b) in the absence of such a determination, the rules will be the same as those that govern Board meetings in this Constitution, so far as they are applicable,

and the Board may change any of the powers, duties and functions of a committee, may remove any member of a committee or dissolve a committee at any time.

22 Board meetings

22.1 Procedure

Subject to this Constitution and the Corporations Act, the Board may meet, adjourn and otherwise regulate its meetings as it determines. The Board may invite any other person it considers necessary or appropriate to attend and speak at any meeting, including the Chief Executive Officer of the Company, but that person is not entitled to vote.

22.2 Calling

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

22.3 Notice

- (a) Notice may be given in any manner determined or adopted by the Board from time to time.
- (b) Each Director and the Chief Executive Officer of the Company must be given reasonable notice of a Board meeting or the resumption of an adjourned Board meeting.

22.4 Use of technology

- (a) A Board meeting can be held using audio or audio-visual technology.
- (b) If a Board meeting is held by audio or audio-visual technology:
 - (i) a Director is treated as present if the Director is able to hear and be heard by all others attending; and
 - (ii) unless the Chairperson is notified that a Director is leaving the meeting, the Director will be assumed to have been present for the duration of the meeting.
- (c) A minute certified by the Chairperson of such a meeting will be conclusive evidence of the proceedings at that meeting and the observance of all necessary formalities.

22.5 Quorum

The quorum necessary for the transaction of business at a Board meeting is at least half of the Directors on the Board from time to time unless the Board determines a greater number. A quorum must be present for the entire meeting.

22.6 Chairperson

The Chairperson (or, in the Chairperson's absence, the Deputy Chairperson) will chair every meeting of the Board. If:

- (a) there is no Chairperson or Deputy Chairperson;
- (b) neither the Chairperson nor the Deputy Chairperson is present within 15 minutes after the time appointed for holding the meeting; or
- (c) both the Chairperson and the Deputy Chairperson are unwilling to act as chair of the meeting,

the Directors present and entitled to vote will elect a Director to chair the meeting.

22.7 Decisions

A resolution of the Board must be passed by a majority of votes cast by Directors. If an equal number of votes is cast for and against a resolution:

- (a) the Chairperson does not have a casting vote in addition to the Chairperson's vote as a Director; and
- (b) the resolution is not passed.

22.8 Too few Directors

The Directors may continue to act even if there are vacancies on the Board. If the number of Directors is reduced below the minimum required under clause 16.1, the continuing Directors may act as a Board only:

- (a) to convene a general meeting of Members; or
- (b) in emergencies.

22.9 Written resolutions passed by multiple Directors

- (a) The Directors may pass a resolution without holding a Board meeting if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Director signs.
- (b) For the purposes of clause 22.9(a) the Board may send a resolution by email the Directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.

22.10 Signing written resolutions

For the purposes of clause 22.9, the Company may accept a copy of a signed document sent by facsimile or electronic means.

22.11 Valid proceedings

Each resolution passed or other thing done by or with the participation of a person acting as a Director or member of a committee is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting on the resolution or doing that thing.

23 Secretary

23.1 Appointment

Subject to the Corporations Act, the Board must appoint a Secretary who may also be a Director. The appointment may be made for a specified period or without specifying a period and the Board may remove the Secretary from office at any time.

23.2 Terms

The appointment of a Secretary will be on the terms that the Board determines.

23.3 Role of the Secretary

The role of the Secretary includes maintaining the Register and maintaining the Minutes in accordance with clause 24.

23.4 Cessation of appointment

A person automatically ceases to be a Secretary if:

- (a) the person is not permitted by the Corporations Act (or an order made under the Corporations Act) to be a Secretary;
- (b) the person becomes bankrupt or enters into or becomes subject to any arrangement or composition with one or more of its creditors;
- (c) the person becomes mentally incapable or a person whose estate or property is liable to be dealt with in any way under any law relating to mental health;
- (d) the person resigns by notice in writing to the Company;
- (e) the person is removed from office under clause 23.1;
- (f) the person dies; or
- (g) the term for which the person was appointed expires.

24 Minutes

24.1 Board must keep minutes

The Board must cause minutes to be kept of:

- (a) the proceedings and resolutions of meetings of Members and Directors ;
- (b) the names of Directors present at each meeting of Directors;
- (c) any resolutions passed by Members or Directors without a meeting;
- (d) any disclosures or notices of Directors' interests; and
- (e) any other matters for which the Applicable Act requires minutes to be kept.

24.2 Minutes must be signed

Minutes must be signed in accordance with the Applicable Act. Minutes of a meeting must be signed within a reasonable time after the meeting by:

- (a) the Chairperson or the chair of that meeting; or
- (b) the Chairperson or the chair of the next meeting.

24.3 Minutes as evidence

A minute recorded and signed in accordance with the Applicable Act is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proven.

24.4 Access to minutes

The Company must ensure that the minute books for meetings of Members and for resolutions passed by Members without meetings are open for inspection by Members in accordance with the Applicable Act.

25 Execution of documents

The Company may execute a document if the document is signed by:

- (a) two Directors of the Company; or
- (b) A Director and a Secretary.

26 Accounts

26.1 Obligations

In accordance with the Applicable Act the Company must:

- (a) keep written financial records that:
 - (i) correctly record and explain its transactions and financial position and performance;
 - (ii) enable true and fair financial statements to be prepared and to be audited; and
- (b) prepare any reports required.

26.2 Inspection

A Member who is not a Director does not have any right to inspect the Company's financial records except:

- (a) as authorised by the Board on terms determined by the Board; or
- (b) as required by the Applicable Act.

27 Audit

The Board must appoint an auditor unless the Members at a general meeting have appointed an auditor or unless otherwise required or permitted by the Applicable Act.

28 Notices

28.1 Method

A notice is properly given by the Company to a person if it is:

- (a) in writing signed on behalf of the Company (by original or printed signature); and
- (b) either:
 - (i) delivered personally;
 - (ii) sent by post to that person's registered address or an alternative address nominated by that person; or
 - (iii) sent electronically or by fax to an electronic address or fax number nominated by that person.

28.2 Receipt

A notice given in accordance with clause 28.1 is taken as having been given and received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post either:
 - (i) on the day on which the relevant postal service estimates delivery will occur; or
 - (ii) on the first day of the period during which the relevant postal service estimates delivery will occur,based on the most recent estimate published by the relevant postal service as at the date on which the Notice is sent.
- (c) if transmitted by e-mail, on transmission; or

- (d) if transmitted by facsimile, at the time recorded on the transmission report indicating successful transmission of the entire notice,

but if the delivery or transmission is not on a business day or is after 5.00pm (recipient's time) on a business day, the notice is taken to be received at 9.00am (recipient's time) on the next business day.

28.3 Evidence of service

A certificate in writing signed by a Director or Secretary that a notice was sent is conclusive evidence of service.

29 Winding up and revocation of DGR endorsement

29.1 Winding up

Subject to any Applicable Act, and any court order, any surplus assets (including 'Public Funds' described in clause 29.3) that remain after the Company is wound up must be distributed to one or more charities:

- (a) with charitable objective(s) similar to, or inclusive of, the object(s) in clause 2;
- (b) which also prohibit the distribution of any surplus assets to its members to at least the same extent as the Company; and
- (c) that is or are deductible gift recipients within the meaning of the Tax Act and is or are on the Register of Environmental Organisations.

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 of Victoria to make this decision.

29.2 Revocation of endorsement as a deductible gift recipient

If the Company's deductible gift recipient endorsement is revoked (whether or not the Company is to be wound up), any surplus Public Funds must be transferred to one or more charities that meet the requirements of clauses 29.1(a) to 29.1(c) as decided by the Directors.

29.3 Definitions

For the purpose of this clause:

- (a) **'Public Funds'** means:
 - (i) gifts of money or property for the principal objects of the Company;
 - (ii) contributions made in relation to a fund-raising event held for the principal objects of the Company; and
 - (iii) money received by the Company because of such gifts and contributions.
- (b) **'contributions'** and **'fund-raising event'** have the same meaning as in Division 30 of the Tax Act.

30 Indemnity and insurance

30.1 Indemnity and insurance

Subject to and to the maximum extent permitted under the law, the Company:

- (a) indemnifies each of its officers; and
- (b) may enter into and pay premiums on a contract insuring any of its officers,

against any liability incurred by an officer in that capacity, including any legal costs incurred in defending an action for such a liability.

30.2 Survival of indemnity

The indemnity in clause 30.1 will continue notwithstanding that an officer ceases to be an officer of the Company.

30.3 Indemnity and insurance subject to law

For the avoidance of doubt:

- (a) the indemnity in clause 30.1 does not apply so as to indemnify an officer from any liability for which the Company is prohibited from indemnifying the officer under the Corporations Act; and
- (b) the Company may not insure an officer against any liability for which the Company is prohibited from indemnifying the officer under the Corporations Act.

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