



PACIFIC CARBON
ASSOCIATION

CONSTITUTION

Pacific Carbon Association Ltd

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

VERSION: 2025/1

DATE SUBMITTED: 14th March 2025

Table of Contents

1. PRELIMINARY	4
1.1. NAME.....	4
1.2. TYPE OF COMPANY	4
1.3. LIABILITY OF MEMBERS	4
1.4. COMPLIANCE WITH APPLICABLE NOT-FOR-PROFIT LAWS.....	4
1.5. DEFINED TERMS	5
1.6. INTERPRETATION.....	6
2. OBJECT.....	6
2.1. OBJECT OF COMPANY	6
3. INCOME AND PROPERTY	7
3.1. APPLICATION OF INCOME AND PROPERTY FOR OBJECTS ONLY	8
3.2. NO DIVIDEND, BONUS, OR PROFIT PAID TO MEMBERS	8
3.3. PAYMENTS BY COMPANY IN GOOD FAITH.....	8
4. MEMBERSHIP	8
4.1. MEMBERS OF THE COMPANY.....	8
4.2. REGISTER OF MEMBERS	9
4.3. MEMBERSHIP ELIGIBILITY	9
4.4. APPLICATION FOR MEMBERSHIP.....	10
4.5. NUMBER OF MEMBERS	11
4.6. MEMBER TO NOTIFY CHANGES AND ASSESSMENT OF CHANGES FOR MEMBERSHIP.....	11
4.7. CESSATION OF MEMBERSHIP.....	11
4.8. MEMBERSHIP FEES	12
4.9. MEMBERSHIP IS NOT TRANSFERABLE	12
4.10. MEMBERSHIP RIGHTS AND DUTIES	12
4.11. MULTIPLE MEMBERS WITH THE SAME AFFILIATION.....	13
5. GENERAL MEETINGS	13
5.1. ANNUAL GENERAL MEETING	13
5.2. CONVENING A GENERAL MEETING	13
5.3. NOTICE OF GENERAL MEETINGS	13
5.4. DIRECTORS ENTITLED TO NOTICE OF GENERAL MEETING	14
5.5. CANCELLATION OR POSTPONEMENT OF GENERAL MEETING	14
5.6. NOTICE OF CANCELLATION, POSTPONEMENT OR CHANGE OF PLACE OF GENERAL MEETING	14
5.7. CONTENTS OF NOTICE POSTPONING GENERAL MEETING	15
5.8. BUSINESS AT POSTPONED GENERAL MEETING.....	15
5.9. NON-RECEIPT OF NOTICE	15
5.10. PROXY OR ATTORNEY AT POSTPONED GENERAL MEETING	15

6. PROCEEDINGS AT GENERAL MEETINGS	15
6.1. REFERENCE TO A MEMBER	15
6.2. NUMBER FOR A QUORUM.....	16
6.3. REQUIREMENT FOR A QUORUM	16
6.4. IF A QUORUM IS NOT PRESENT	16
6.5. ADJOURNED MEETING	17
6.6. APPOINTMENT OF CHAIRPERSON AT GENERAL MEETING	17
6.7. ABSENCE OF CHAIRPERSON AT GENERAL MEETING	17
6.8. CONDUCT OF GENERAL MEETINGS	17
6.9. ADJOURNMENT OF GENERAL MEETING	17
6.10. NOTICE OF ADJOURNED MEETING	18
6.11. QUESTIONS DECIDED BY MAJORITY	18
6.12. VOTING ON SHOW OF HANDS UNLESS POLL IS DEMANDED	18
6.13. DEMANDING A POLL	18
6.14. POLL	19
6.15. ENTITLEMENT TO VOTE	19
6.16. OBJECTION TO VOTING QUALIFICATION	19
6.17. CHAIRPERSON TO DETERMINE VOTING DISPUTE.....	20
6.18. CIRCULAR RESOLUTIONS OF DIRECTORS	20
6.19. RIGHT TO APPOINT ATTORNEY	20
7. ADVISORY COUNCIL	20
7.1. SETTING UP AN ADVISORY COUNCIL	21
7.2. DIRECTORS' DISCRETION	21
7.3. DIRECTORS AND EMPLOYEES OF THE COMPANY ARE EXCLUDED FROM THE ADVISORY COUNCIL...	21
7.4. INTERESTS OF ADVISORY COUNCIL	21
7.5. COMPOSITION OF ADVISORY COUNCIL MUST BE DISCLOSED TO ALL REQUESTING MEMBERS BY THE SECRETARY	21
8. BOARD OF DIRECTORS.....	21
8.1. BOARD STRUCTURE	22
8.2. BOARD REPRESENTATION	22
8.3. CHANGE OF NUMBER OF DIRECTORS.....	22
8.4. DIRECTOR ELIGIBILITY AND CONSENT	22
8.5. NOMINATION PROCESS	23
8.6. CASUAL VACANCY AND ADDITIONAL DIRECTOR	23
8.7. CHAIRPERSON AND TREASURER	24
8.8. TERMS OF OFFICE FOR DIRECTORS	24
8.9. VACATION OF OFFICE FOR DIRECTORS.....	24
8.10. SPECIAL MATTERS	25
8.11. DIRECTOR REMUNERATION AND REIMBURSEMENTS.....	26
8.12. APPROVAL OF PAYMENTS TO DIRECTORS.....	27
8.13. ACCOUNTS.....	27
8.14. POWERS AND DUTIES OF DIRECTORS.....	27
8.15. COMMITTEES AND POWERS DELEGATED TO COMMITTEES	28
8.16. PROCEEDINGS OF DIRECTORS	28
8.17. SECRETARY.....	29

9. EXECUTIVE MANAGEMENT	29
9.1. EXECUTIVE MANAGEMENT POSITIONS IN THE COMPANY	29
9.2. DISCRETION OF DIRECTORS IN APPOINTING MANAGEMENT POSITIONS.....	30
9.3. APPOINTMENT TO MANAGEMENT POSITIONS AND OTHER OFFICES IN THE COMPANY	30
9.4. REMUNERATION FOR MANAGEMENT POSITIONS AND OTHER OFFICES IN THE COMPANY.....	30
10. CONFLICT RESOLUTION	31
10.1. DIRECTOR'S INTERESTS	31
10.2. CONFLICT OF INTEREST	32
10.3. CHAIRPERSON ABSENCE PROCESS	32
10.4. REGISTER OF INTERESTS.....	33
10.5. INTERNAL DISPUTES	33
10.6. DISCIPLINING MEMBERS	35
10.7. COMPLAINTS.....	36
11. ADMINISTRATION	36
11.1. NAME CHANGE	36
11.2. CONSTITUTION AMENDMENT	36
11.3. BY-LAWS.....	37
11.4. AUDITS	37
11.5. MINUTES AND RECORDS	37
11.6. FINANCIAL RECORDS.....	38
11.7. INSPECTION OF RECORDS.....	38
11.8. SERVICE OF DOCUMENTS	38
11.9. INDEMNITY OF OFFICERS.....	39
11.10. INSURANCE.....	40
11.11. CONTRACT	40
11.12. EXECUTION OF DOCUMENTS.....	40
11.13. COMPANY POLICY	40
12. WINDING UP.....	41
12.1. CONTRIBUTIONS ON WINDING UP	41
12.2. APPLICATION OF PROPERTY ON WINDING UP	41

1. Preliminary

1.1. Name

The name of the Company is **Pacific Carbon Association Ltd.**

1.2. Type of company

The Company is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a non-governmental organisation with international scope registered in Australia.

1.3. Liability of members

The liability of each Member is limited to the amount of the guarantee.

Each Member must contribute an amount not more than \$10 (the guarantee) to the property of the Company if the Company is wound up:

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

1.4. Compliance with Applicable Not-for-Profit Laws

- a) The replaceable rules set out in the Corporations Act are displaced by the Constitution and 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.
- c) If the Company is not a registered charity (even if it remains a charity under Section 5 of the Charities Act), the Corporations Act overrides any clause in this Constitution which is inconsistent with the ACNC Act.
- d) Funds raised by means of a public fundraising appeal within the meaning of the Charitable Fundraising Act 1991 (NSW) and corresponding legislation in other jurisdictions (as applicable) must be maintained in accordance with the applicable legislation.
- e) Funds obtained through grants, private contributions, corporate partnerships, or any means that do not constitute a public fundraising appeal under the Charitable Fundraising Act 1991 (NSW) or equivalent legislation

shall be managed and applied in accordance with the Company's object and the applicable legislation.

1.5. Defined Terms

- **ACNC Act** means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth), or any other legislation relating to the establishment or operation of an Australian charities commission and/or a national regulatory framework and/or a national education body or otherwise for the not for profit sector, as modified or amended from time to time and includes any regulations made under that Act or any other such legislation and any rulings or requirements of the Commissioner of the Australian Charities and Not-for-profits Commission under that Act, or any commissioner or body under any other such legislation, having application to the Company.
- **Applicable Not-for-Profit Law** means any law relating to the regulation of charities or not for profit entities applicable to the Company, including the ACNC Act, the Charities Act, each Charitable Fundraising Act, the Tax Act, and the Corporations Act (in particular section 150).
- **Auditor** means the Company's auditor.
- **Board** means the Directors of the Company acting collectively as the governing body in accordance with this Constitution.
- **Charitable Fundraising Act** means the legislation of any State or Territory of Australia, or the Commonwealth of Australia, regulating the raising of funds for charitable purposes and applicable to the Company, which may, for example, include the *Charitable Fundraising Act 1991* (NSW).
- **Charities Act** means the *Charities Act 2013* (Cth).
- **Clause** means the relevant section of this Constitution.
- **Committee** means a committee constituted under Clause 8.15.
- **Company** means the Pacific Carbon Association Ltd.
- **Constitution** means the Constitution of the Company as amended from time to time.
- **Corporations Act** means the *Corporations Act 2001* (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.
- **Director** includes any person occupying the position of Director of the Company, elected in accordance with this Constitution.
- **Executive Manager** has the meaning in Clause 9.1.
- **Member** has the meaning in the Corporations Act (section 231).
- **Officer** has the meaning in the Corporations Act.
- **Paris Agreement** means the international treaty adopted in 2015 under the United Nations Framework Convention on Climate Change (UNFCCC), which aims to strengthen the global response to climate change by limiting global temperature rise to well below 2°C above pre-industrial levels and pursuing efforts to limit the increase to 1.5°C, while enhancing countries' abilities to adapt to climate change impacts and fostering climate resilience and low-emissions development.

- **Register** means the register of Members of the Company kept in accordance with section 169 of the Corporations Act.
- **Representative** means a person appointed by a Member to act as its representative.
- **Secretary** means any person appointed by the Directors to perform any of the duties of a Secretary of the Company and if there are joint Secretaries, any one or more of those joint Secretaries.
- **Tax Act** means the *Income Tax Assessment Act 1997* (Cth) and includes any regulations made under that Act and any rulings or requirements of the Commissioner of Taxation of the Commonwealth of Australia having application to the Company.

1.6. Interpretation

In this Constitution, except where the context otherwise requires:

- the singular includes the plural and vice versa, and a gender includes other genders;
- another grammatical form of a defined word or expression has a corresponding meaning;
- a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Constitution, and a reference to this Constitution includes any schedule or annexure;
- a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- a reference to AUD, A\$, \$A, dollar, or \$ is to Australian currency;
- the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
- a reference to applicable law includes the applicable law and any applicable authorisation or licence granted thereunder.

Headings are for ease of reference only and do not affect interpretation.

For the purposes of this Constitution, if the provisions of the Corporations Act and this Constitution conflict on the same matter, the provisions of the Corporations Act prevail.

2. Object

2.1. Object of Company

The object of the Company is to pursue the following charitable purposes:

- a) to support governments and key institutions in the Pacific, or other regions of interest, in operationalising climate change mitigation and adaptation activities under the Paris Agreement and other equivalent or similar programs;
- b) to act as a principal scientific organisation in the Pacific for technical matters relating to climate change mitigation and adaptation, in particular for carbon markets;
- c) to lead the deployment of key mechanisms of the Paris Agreement in the Pacific, including mitigation activities relating to Internationally Transferred Mitigation Outcomes under Article 6 and adaptation activities under Article 9;
- d) to conduct research on key principles around mitigation and adaptation, as well as translating research into pragmatic outputs that will benefit countries in the Pacific;
- e) to provide and govern frameworks and platforms to access key mechanisms of the Paris Agreement and other equivalent or similar programs;
- f) to develop mitigation and adaptation standards for projects deployed in the Pacific under key mechanisms of the Paris Agreement, including project vetting processes to maximise impact;
- g) to provide specialised training and ongoing support and sponsorships to staff in government offices in the Pacific for matters in relation to key mechanisms of the Paris Agreement as a form of capacity building;
- h) to act as an interface in adaptation and mitigation matters between Pacific nations to enable a collaborative regional approach across the Pacific for mitigation and adaptation activities falling under key mechanisms of the Paris Agreement and other equivalent or similar programs;
- i) to act as a leading development agency in requesting, obtaining, governing, managing, and administering funding – including grants, contributions, and partnerships – from governmental entities, development agencies, international institutions, corporate partners, and philanthropic sources, in support of climate change adaptation and mitigation activities in the Pacific; and
- j) to foster relationships with Pacific governments as well as regional and international organisations with similar interests.

3. Income and Property

3.1. Application of income and property for objects only

The profit, other income and property of the Company, however derived, must be applied solely towards the promotion of the objects set out in Clause 2.1, and the Company will not be carried on for the profit or gain of the Members or the Officers, neither while it is operating nor on a winding up.

3.2. No dividend, bonus, or profit paid to Members

No part of the profits, income, or assets (whether in money, property, or other benefits) of the Company may be paid or transferred to any Member or Officer of the Company, either directly or indirectly by way of dividend, bonus, or otherwise.

3.3. Payments by Company in good faith

Subject to Clause 8.11, Clause 3.2 does not prevent payment in good faith to an Officer of the Company or a Member, or to a firm of which an Officer or a Member is a partner:

- a) of remuneration for services to the Company, including reasonable salary, wages, and employment-related benefits where applicable;
- b) for goods supplied in the ordinary course of business;
- c) of interest at a rate that is:
 - i. commercially reasonable and aligned with market rates;
 - ii. determined by reference to independent benchmarking;
 - iii. approved by an independent majority of Directors, with any involved Director recusing themselves from discussions and voting under the provisions of Clause 10; and
 - iv. disclosed in financial reports and reviewed at each Annual General Meeting.
- d) of reasonable rent for premises let by an Officer or a Member.

4. Membership

4.1. Members of the Company

The Members of the Company are those:

- a) included as such on the application for incorporation of the Company with their consent; and

- b) any other person that the Directors allow to be a Member, in accordance with this Constitution,
- and have not since ceased to be a Member.

The initial Members of the Company are the Directors specified on incorporation of the Company.

4.2. Register of Members

- a) The Company must establish and maintain a Register of Members. The Register of Members must be kept by the Secretary and must contain for each current Member:
 - i. name;
 - ii. address;
 - iii. date the Member was entered on to the register.and for each person who stopped being a member in the last 7 years:
 - i. name;
 - ii. address; and
 - iii. dates the membership started and ended.
- b) The Company will allow all Members to inspect the Register upon request made to the Secretary. Information that is accessed from the Register must only be used in a manner relevant to the interests or rights of Members.
- c) The Company will maintain a separate, secure database containing the following details of Members:
 - i. affiliation (if applicable);
 - ii. email address nominated by the Member for the service of documents (including notices);
 - iii. alternative email address nominated by the Member for the service of documents (including notices);
 - iv. phone number; and
 - v. alternative phone number.

4.3. Membership eligibility

- a) A person who supports the purposes of the Company is eligible to apply to be a Member of the Company under Clause 4.4.
- b) In this Clause, a 'person' is defined as any individual or an incorporated body.

c) Persons applying for membership in the Company should have an interest in Pacific Island Countries and Territories, which include:

- i. American Samoa
- ii. Cook Islands
- iii. Federated States of Micronesia
- iv. Fiji
- v. French Polynesia
- vi. Guam
- vii. Kiribati
- viii. Marshall Islands
- ix. Nauru
- x. New Caledonia
- xi. Niue
- xii. Northern Mariana Islands
- xiii. Palau
- xiv. Papua New Guinea
- xv. Pitcairn Islands
- xvi. Samoa
- xvii. Solomon Islands
- xviii. Timor Leste
- xix. Tokelau
- xx. Tonga
- xxi. Tuvalu
- xxii. Vanuatu
- xxiii. Wallis and Futuna

d) At the discretion of the Directors, persons with involvement within a different geographical scope may still be allowed to apply for and obtain membership in the Company, as long as the person's membership is deemed to be in support of the Company's object.

4.4. Application for membership

- a) Any person, as defined in Clause 4.3, wishing to apply to become a Member of the Company may do so by submitting to the Secretary a properly completed application in the form prescribed by the Directors.
- b) The form of application approved by the Directors may include written consent by the applicant to being appointed as a Director, as subject to Clause 8.4.
- c) As soon as practicable after receiving an application for membership, the Secretary shall refer the nomination to the Directors which shall determine whether to approve or to reject the nomination.

- d) Where the Directors determine to approve an application for membership, the Secretary shall, as soon as practicable after that determination, notify the nominee of that approval.
- e) The Secretary shall enter the successful applicant's name in the Register of Members and upon the name being so entered, the nominee becomes a Member of the Company.
- f) Where the Directors determine to reject an application for membership, the Secretary shall, as soon as practicable after that determination notify the nominee of that rejection. The Directors are not required to give reasons for the rejection of an application.

4.5. Number of Members

The number of Members which can register to the Company is unlimited though this is maintained at discretion of the Directors, who may limit the number of Members if limiting the number of Members is deemed to be in support of the Company's object.

4.6. Member to notify changes and assessment of changes for membership

- a) A Member must promptly notify the Company of any change in the details with respect to that Member which are recorded in the Register of Members, as well as any changes in their contact details.
- b) The Company will not be held responsible for a Member's failure to communicate any change in the details provided to the Company. Where a document is sent to the Member's last known contact details, it will be deemed to have been validly served, even if the document is not received by the Member.
- c) If a Member's changed details (e.g. affiliation) or interests are not deemed to be in alignment with the Company's objects or Constitution, the Directors reserve the right to cancel the membership or transfer the membership to another person.

4.7. Cessation of membership

- a) A Member may by written notice to the Company resign their membership:
 - i. with immediate effect; or
 - ii. with effect from a specified date not more than 30 days after notice of the resignation is served on the Company.
- b) A Member who resigns their membership of the Company remains liable after resignation for all money due by the Member to the Company, in

addition to any sum for which the Member is liable as a Member under Clause 12.1.

- c) A person, as defined in Clause 4.3, immediately stops being a Member if they:
 - i. die;
 - ii. fail to pay any required membership fee in accordance with Clause 4.8 within one month after the date on which that membership fee becomes due or such later time as the Directors may determine;
 - iii. are wound up or otherwise dissolved or deregistered;
 - iv. resign, by writing to the Secretary;
 - v. are expelled under Clause 10.6;
 - vi. are considered to have interests that are not in alignment with the Company's objects or Constitution under Clause 4.6; or
 - vii. have not responded within three months to a written request from the Secretary that they confirm in writing that they want to remain a member.

4.8. Membership fees

- a) Each Member must pay a joining fee and an annual membership fee, unless the Directors decide otherwise.
- b) Unless the Directors decide otherwise, the joining fee is \$50 and the annual membership fee is \$100.
- c) A Member that has not paid the required membership fee in accordance with this Clause may not exercise any of the rights associated with that Member's membership, including the right to exercise any vote the Member may have at a meeting of Members.
- d) Annual membership fees are due within one month of the calendar date on which the Member was initially registered to the Company.

4.9. Membership is not transferable

Membership of the Company and the associated rights cannot be transferred or sold to any other person (as defined in Clause 4.3), unless as specified in Clause 4.6(c) or Clause 4.11.

4.10. Membership rights and duties

- a) Members have the right to attend and vote at general meetings, unless as specified in Clause 4.11.
- b) Each Members has the right to one vote, unless as specified in Clause 4.11.

4.11. Multiple Members with the same affiliation

- a) If more than one Member have the same affiliation, the Directors reserve the right to cancel or transfer the membership or voting rights of any of those Members sharing the same affiliation.
- b) A Member whose membership or voting rights are affected by this Clause may request a review of the decision by the Board, whose determination shall be final.
- c) While a membership or voting rights are under review as per this Clause, the membership and voting rights are suspended for the purposes of any general meetings until a final determination is made.

5. General Meetings

5.1. Annual General Meeting

Annual General Meetings of the Company are to be held in accordance with Section 250N of the Corporations Act.

5.2. Convening a general meeting

- a) The Directors may convene and arrange to hold a general meeting of the Company when they think fit and must do so if required by the Corporations Act.
- b) To balance travel requirements for all Directors, a suitable location will be negotiated between Directors.
- c) The Directors may, at their discretion, hold a general meeting entirely or partially by virtual means, provided that all Members entitled to attend have a reasonable opportunity to attend, participate, and vote.

5.3. Notice of general meetings

- a) Notice of a general meeting must be given in accordance with the Corporations Act and may be given as set out in this Clause.
- b) The Company will give Members notice of a meeting via the nominated email address by the Member as recorded in the Company's secure database.
- c) A notice of a meeting is deemed to have been received by a Member on the business day after it was sent, unless the sender receives an automated notification of non-delivery. If an automated notification of non-delivery

occurs, the Company must make reasonable efforts to contact the Member using alternative methods, including but not limited to:

- i. resending the notice to an alternative email address (if available);
 - ii. contacting the Member via phone (if available); or
 - iii. providing notice via a secure Member portal or Company website, where applicable.
- d) Subject to section 249H, not less than 21 days' notice must be given for the Annual General Meeting.
- e) A notice of an Annual General Meeting need not state that the business to be transacted at the meeting includes:
- i. the consideration of the annual financial report, Directors' report, and the Auditor's report;
 - ii. the election of Directors; or
 - iii. the appointment and fixing of the remuneration of the Auditor.

5.4. Directors entitled to notice of general meeting

A Director is entitled to receive notice of and to attend all general meetings of the Company and all separate meetings of any class of Members and is entitled to speak at those meetings.

5.5. Cancellation or postponement of general meeting

- a) Where a general meeting (including an Annual General Meeting) is convened by the Directors, they may by notice, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them, or change the place for the meeting.
- b) This Clause does not apply to a meeting convened in accordance with the Corporations Act by a single Director, by Members, by the Directors at the request of Members, or by a court.

5.6. Notice of cancellation, postponement or change of place of general meeting

Notice of cancellation or postponement, or of a change of place, of a general meeting must be given to all persons entitled to receive notices of general meetings from the Company. The notice must be given prior to the date for which the meeting is convened and must specify the reason for the cancellation, postponement, or change of place. A notice of a change of place of a general meeting must specify the different place at which the meeting is to be held.

5.7. Contents of notice postponing general meeting

A notice postponing a general meeting must specify:

- a) the date and time to which the meeting is postponed;
- b) the place at which the meeting is to be held, which may be either the same as or different from the place specified in the notice convening the meeting; and
- c) if the meeting is to be held in two or more places, the technology that will be used to facilitate the meeting being held in that manner.

5.8. Business at postponed general meeting

The only business that may be transacted at a general meeting which is postponed is the business specified in the original notice convening the meeting.

5.9. Non-receipt of notice

The non-receipt of, or accidental omissions to give, a notice of a general meeting or cancellation, postponement, or change of place of a general meeting by, or to, a person entitled to receive does not invalidate any resolution passed at:

- a) the general meeting;
- b) a postponed general meeting; or
- c) a general meeting at a changed place.

or the cancellation or postponement of a meeting.

5.10. Proxy or attorney at postponed general meeting

If a proxy or attorney is appointed for a general meeting that is later postponed, the appointment remains valid for the rescheduled meeting unless the appointing Member provides written notice to the Company at least 48 hours before the new meeting date stating otherwise.

6. Proceedings at General Meetings

6.1. Reference to a Member

Unless the contrary intention appears, a reference to a Member in Clause 6 means a person who is a Member, or:

- a) a proxy; or
 - b) an attorney,
- of that Member.

6.2. Number for a quorum

Subject to Clause 6.5, 70% of Members present either in person, virtually, by proxy, or by attorney are a quorum at a general meeting of the Company. In determining whether a quorum is present, each individual attending as a proxy or attorney is to be counted, except that:

- a) where a Member has appointed more than one proxy or attorney, only one is to be counted;
- b) where an individual is attending both as a Member and as a proxy or attorney, that individual is to be counted only once; and
- c) where a Member's voting rights or membership has been cancelled or transferred by the Directors under Clause 4.11.

6.3. Requirement for a quorum

An item of business may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it. If a quorum is present at the time the first item of business is transacted, it is taken to be present when the meeting proceeds to consider each subsequent item of business unless the Chairperson of the meeting (on the Chairperson's own motion or at the request of a Member, proxy, or attorney who is present) declares otherwise.

6.4. If a quorum is not present

If a quorum is not present within half an hour after the time appointed for a general meeting, the meeting:

- a) if convened by a Director, or at the request of Members, is dissolved; and
- b) in any other case, stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Directors appoint by notice to the Members and others entitled to notice of the meeting.

6.5. Adjourned meeting

At a meeting adjourned under Clause 6.4, 60% of Members present at the meeting, either in person, virtually, by proxy, or by attorney, are a quorum. If a quorum is not present within half an hour after the time appointed for the adjourned meeting, the meeting is dissolved.

6.6. Appointment of Chairperson at general meeting

If the Directors have elected one of their number as Chairperson, that person is entitled to preside as Chairperson at a general meeting of the Company.

6.7. Absence of Chairperson at general meeting

If a general meeting is held and:

- a) a Chairperson has not been elected by the Directors; or
- b) the elected Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

a Director chosen by a majority of the Directors present may preside as Chairperson of the meeting.

6.8. Conduct of general meetings

The Chairperson of a general meeting:

- a) has charge of the general conduct of the meeting and the procedures to be adopted at the meeting;
- b) may require the adoption of any procedure which, in the Chairperson's opinion, is necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the meeting; and
- c) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the Chairperson considers it necessary or desirable for the proper conduct of the meeting,

and a decision by the Chairperson under this Clause is final.

6.9. Adjournment of general meeting

The Chairperson of a general meeting at which a quorum is present may at any time during the meeting (and must if so directed by the meeting) adjourn the

meeting or any business, motion, question, resolution, debate, or discussion being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and place, but:

- a) in exercising this discretion, the Chairperson must seek the approval of the Members present in person, virtually, by proxy, or by attorney; and
- b) only unfinished business is to be transacted at a meeting resumed after an adjournment.

6.10. Notice of adjourned meeting

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for one month or more, in which case notice of the adjourned meeting must be given as in the case of an original meeting.

6.11. Questions decided by majority

- a) Subject to the requirements of the Corporations Act and unless the resolution is for a special matter under Clause 8.10, a resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.
- b) In the event of an equality of votes, the Chairperson for that matter has a casting vote in addition to any vote they are otherwise entitled to cast, except where the resolution is required to be decided by a higher majority or special resolution.

6.12. Voting on show of hands unless poll is demanded

- a) At any general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is validly demanded in accordance with this Constitution and applicable law, and the demand is not withdrawn.
- b) A declaration by the Chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact.
- c) Neither the Chairperson nor the minutes need state and it is not necessary to prove the number or proportion of the votes recorded in favour of or against the resolution, unless as required by law.

6.13. Demanding a poll

At a general meeting of the Company, a poll may be demanded by:

- a) at least two Members entitled to vote on the resolution; or
- b) the Chairperson of the meeting.

6.14. Poll

If a poll is effectively demanded:

- a) it must be taken in the manner and at the date and time directed by the Chairperson and the result of the poll is a resolution of the meeting at which the poll was demanded;
- b) on the election of a Chairperson or on a question of adjournment it must be taken immediately;
- c) the demand may be withdrawn; and
- d) the demand does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

6.15. Entitlement to vote

Subject to the rights and any restrictions attached to any Members and to this Constitution:

- a) on a show of hands, each Member present in person or virtually has one vote. A proxy or attorney of a Member may only vote if the Member they represent is not present; and
- b) on a poll, each Member present in person or virtually has one vote. A proxy or attorney of a Member may only vote if the Member they represent is not present.

6.16. Objection to voting qualification

An objection to the right of a person to attend or vote at a general meeting or adjourned general meeting or to vote on a poll:

- a) may not be raised except at that meeting or adjourned meeting or when that poll is taken; and
- b) must be referred to the Chairperson of the meeting, whose decision is final.

A vote not disallowed under the objection is valid for all purposes.

6.17. Chairperson to determine voting dispute

If there is a dispute as to the admission or rejection of a vote, the Chairperson of the general meeting must decide it and the Chairperson's decision made in good faith is final and conclusive.

6.18. Circular resolutions of Directors

- a) Unless Applicable Not-for-Profit Laws require otherwise, the Directors may put a resolution to the Members to pass a resolution without a general meeting being held (a circular resolution).
- b) The Directors must notify the Auditor (if any) as soon as possible that a circular resolution has or will be put to Members and set out the wording of the resolution.
- c) A circular resolution is passed if all of the Members who are entitled to vote on the resolution (as determined by this Constitution) sign a document containing a statement that they are in favour of the resolution set out in the document.
- d) Separate copies of a document may be used for signing by Members if the wording of the resolution and statement is identical in each copy.
- e) The resolution is taken to be passed (and if it is required to be a special resolution to be effective, passed as a special resolution), as if it had been passed unanimously at a duly convened general meeting, at the time the Secretary has evidence that the last Member has signed it.
- f) Circular resolutions may not be used where Applicable Not-for-Profit Laws require a general meeting to be held.

6.19. Right to appoint attorney

- a) A Member may by power of attorney appoint an attorney to act on the Member's behalf at all or any meetings of the Company or of any class of Members.
- b) To be effective, an instrument appointing an attorney under this Clause, together with any evidence of non-revocation the Directors require, must be received by the Company at least 48 hours before the meeting.

7. Advisory Council

7.1. Setting up an advisory council

The Directors may, at their full discretion, set up (and disband) an advisory council for the purposes of providing guidance and advice to the Directors (which advice will not be binding on the Directors) and for any other informal purposes as the Directors may decide from time to time.

7.2. Directors' discretion

The Directors have complete discretion as to the composition, functions, and rules for proceedings (including frequency of meetings and reimbursement) of any advisory council set up under Clause 7.1.

7.3. Directors and employees of the company are excluded from the advisory council

Directors and employees of the company are not allowed to be part of the advisory council.

7.4. Interests of advisory council

In appointing the advisory council, it is the Directors' duty to note any conflicts of interest in accordance with Clause 10.

7.5. Composition of advisory council must be disclosed to all requesting members by the Secretary

- a) Upon request to the Secretary, any Member may obtain a list detailing the composition of the advisory council. The list should include:
 - i. name;
 - ii. address;
 - iii. affiliation (if applicable);
 - iv. date the advisor was adjoined to the advisory council; and
 - v. description of advisor expertise in alignment with the Company's objects.
- b) If a change to the composition of the advisory council occurs within 7 days of submitting the list detailing the composition of the advisory council to the requesting Member, the Secretary should provide the updated list to the requesting Member as soon as possible.

8. Board of Directors

8.1. Board structure

Unless otherwise determined by the Company in a general meeting, the number of Directors may not be:

- a) less than three; nor
- b) more than nine.

The Directors in office at the time of adoption of this Constitution continue in office subject to this Constitution, whether or not they are also Members.

8.2. Board representation

- a) The appointment of Directors shall be made in accordance with the Constitution and Applicable Not-for-Profit Laws.
- b) The Board may, at its discretion, invite individuals representing government entities, industry, or other relevant stakeholders to serve as Directors, provided such appointments align with the Company's object and Applicable Not-for-Profit Laws.

8.3. Change of number of Directors

The Company in general meetings may by resolution increase the number of Directors.

8.4. Director eligibility and consent

- a) Directors may be appointed from within or outside the Members of the Company based on their qualifications and the Company's strategic needs.
- b) Only Members that have provided consent to act as Director, either when applying for membership under Clause 4.4 or in written notice to the Company under Clause 8.5, are eligible to be Director.
- c) Any consent provided by a Member to be appointed as a Director shall remain valid until the next Annual General Meeting, unless withdrawn in writing by the Member prior to appointment, or unless otherwise specified in the terms of consent.
- d) A resolution by the Directors accepting an application for membership does not confer any automatic right to be a Director, and any appointment as a Director remains subject to the provisions of this Constitution.

8.5. Nomination process

- a) The Board will invite nominations for Director positions at least 21 days prior to the Annual General Meeting.
- b) A nomination form will be sent out to all Members, subject to any eligibility restrictions determined by this Constitution or Applicable Not-for-Profit Laws, and will include:
 - i. eligibility criteria;
 - ii. nominee's declaration of interest; and
 - iii. consent to act as a Director, in accordance with Section 201D of the Corporations Act.
- c) The nomination form will be prepared by the Board and must require nominees to:
 - i. demonstrate their alignment with the Company's object;
 - ii. provide details of relevant skills, qualifications, and experience; and
 - iii. confirm their commitment to fulfilling the fiduciary duties and responsibilities of a Director.
- d) A nominee must meet statutory requirements under Applicable Not-for-Profit Laws, including:
 - i. not being disqualified from managing a corporation under the Corporations Act; and/or
 - ii. not being disqualified from being a responsible person under the ACNC Governance Standards.
- e) The Board may identify and recommend a shortlist of potential candidates for nomination to the position of Director. However, all candidates, whether recommended by the Board or otherwise, must independently submit a nomination application and provide written consent to be considered for appointment as a Director.

8.6. Casual vacancy and additional Director

- a) The Company in general meeting, or the Directors, may at any time appoint any person who is, or has applied to become, a Member of the Company, who has consented to act as a Director and whose consent remains current, to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, provided the total number of Directors does not exceed the maximum number determined under Clause 8.1 and Clause 8.3.
- b) A consent to act as a Director is "current" for the purposes of this Clause if:

- i. it has not been revoked by the Member who gave it;
- ii. the period during which it remains open for acceptance has not expired. If no period is fixed by this Constitution or the terms of the consent itself, it remains current for the purposes of this Clause until the conclusion of the next Annual General Meeting following the date it is received by the Company,

and as further specified in Clause 8.4.

- c) Any person appointed under this Clause must have their appointment confirmed by a resolution of Members at the next Annual General Meeting. If the appointment is not confirmed, the individual ceases to be a Director at the conclusion of the Annual General Meeting.

8.7. Chairperson and Treasurer

- a) The Directors may elect one of the Directors:
 - i. as Chairperson of meetings of the Directors; and/or
 - ii. as Treasurer of the Company,

and may also determine the period for which the person elected is to hold the relevant office. The same Director may hold both positions simultaneously, unless the Board determines otherwise.

- b) The Directors may at any time remove from the office of Chairperson or Treasurer a person previously elected to that office, assuming they do not cease to be a Director or a Member.
- c) The Directors may replace (from amongst the Directors) a Chairperson or Treasurer who:
 - i. dies;
 - ii. ceases to be a Director;
 - iii. resigns the office of Chairperson or Treasurer (respectively); or
 - iv. is removed from the office of Chairperson or Treasurer (respectively).

8.8. Terms of office for Directors

A Director will continue to hold office until his or her office is vacated under Clause 8.9. There are no fixed term limits for Directors, unless otherwise specified in this Constitution or required by law.

8.9. Vacation of office for Directors

The office of a Director immediately becomes vacant if the Director:

- a) becomes ineligible to be a Director of the Company under the ACNC Act;
- b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- c) ceases to be a Director by operation of the Corporations Act;
- d) is prohibited by the Corporations Act from holding office or continuing as a Director;
- e) is prohibited from holding or is removed from the office of Director by an order made under the Corporations Act;
- f) resigns by notice in writing to the Company, from the date of receipt of that notice by the Secretary, or on a later date specified in the notice;
- g) is removed by a resolution of the Company pursuant to Clause 10.6;
- h) becomes bankrupt or makes any general arrangement or composition with his or her creditors;
- i) is absent from Directors' meetings for six consecutive months without leave of absence from the Directors;
- j) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act; or
- k) dies.

8.10. Special matters

The Directors shall ensure that the Company does not undertake any of the matters set out below without a majority vote of at least 75% of the votes cast by Directors present and entitled to vote on the matter:

- a) the sale or purchase of assets having a value greater than \$200,000;
- b) the borrowing of, or entering into any borrowing arrangement in respect of, an amount in excess of \$100,000;
- c) the adoption or material variation of any business plan or governance charter;
- d) the adoption or material variation of any operating budget;

- e) the making of any loan, credit facility, guarantee, or any other type of financial accommodation to any person otherwise than in the ordinary course of business and in accordance with the terms of this Constitution;
- f) departure from the accounting standards or principles prescribed by law for the preparation of its accounts or financial statements;
- g) the incorporation of a subsidiary or entry into any partnership, joint venture or agency agreement;
- h) any material commercial transaction between the Company and a related party of the Company (as defined in section 228 of the Corporations Act);
- i) subject to Clause 8.10(b), the incurring of liabilities having a value greater than \$100,000; and
- j) the execution of any contract or agreement that binds the Company for a period exceeding five years or has financial implications exceeding \$250,000.

8.11. Director remuneration and reimbursements

- a) A Director must not be paid any remuneration for their services as a Director.
- b) A Director is entitled to be reimbursed out of the funds of the Company for their reasonable travelling, accommodation, and other expenses incurred when travelling to or from meetings of the Directors or a Committee or when otherwise engaged on the business of the Company.
- c) A Director who is also an employee of the Company may seek reimbursements separately for expenses incurred in their capacity as a Director and as an employee, but not for the same expense twice.
- d) No payment will be made to any Director, or to a firm of which a Director is a partner, other than payment:
 - i. of out-of-pocket expenses reasonably and properly incurred by the Director in the performance of any duty as Director of the Company where the amount payable does not exceed an amount previously approved by the Directors, or, where no prior amount has been approved, is reviewed and approved by the Directors before reimbursement;
 - ii. for goods supplied in the ordinary course of business, provided that the price is no more than a commercially reasonable rate and is approved by the Directors;
 - iii. for any service rendered to the Company in a professional or technical capacity, other than in the capacity as Director, where the provision of

- the service, and the amount payable, has the prior approval of the Directors, or, where no prior amount has been approved, is reviewed and approved by the Board before payment, and is not more than an amount which commercially would be reasonable payment for the service;
- iv. of interest at a rate not exceeding a commercially reasonable rate, determined by reference to independent benchmarking, approved by the Directors, and disclosed in financial reports and reviewed at each Annual General Meeting;
 - v. of any reasonable and proper salary or wage and employment-related fringe benefits due to the Director as an employee of the Company where the terms of employment have been approved by the Directors;
 - vi. of reasonable rent for premises let by a Director; and
 - vii. relating to an indemnity in favour of the Director and permitted by section 199A of the Corporations Act or a contract of insurance permitted by section 199B of the Corporations Act.

8.12. Approval of payments to Directors

A payment of any kind which is permitted to be paid to a Director by this Constitution and Applicable Not-for-Profit Laws can be made by the Company to a Director only if that payment is approved by the Directors.

8.13. Accounts

The Directors must cause the accounts of the Company to be maintained and audited in accordance with the requirements of Applicable Not-for-Profit Laws, including the Corporations Act and the ACNC Act.

8.14. Powers and duties of Directors

- a) The Directors are to manage the business of the Company and may exercise all the powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in general meeting.
- b) Without limiting Clause 8.14(a), the Directors may exercise all the powers of the Company to create by-laws, to borrow or raise money, to charge any property or business of the Company, and to issue debentures or give any other security for a debt, liability, or obligation of the Company or of any other person.
- c) The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for the purposes and with the powers, authorities, and discretions vested in or exercisable by the Directors for the period and subject to the conditions they think fit.
- d) A power of attorney granted under Clause 8.14(c) may contain any provisions for the protection and convenience of persons dealing with the attorney or

attorneys that the Directors think fit and may also authorise the attorney or attorneys to delegate (including by way of appointment of a substitute attorney) all or any of the power, authorities, and discretions vested in them.

- e) The Directors may determine the manner in which and persons by whom cheques, promissory notes, bankers' drafts, bills of exchange, and other negotiable instruments, and receipts for money paid to the Company, may be signed, drawn, accepted, endorsed, or otherwise executed.
- f) The Directors may delegate any of their powers to any persons they select for any period, to be exercised for any objects and purposes on any terms and subject to any conditions and restrictions as they think fit, and may revoke, withdraw, alter, or vary the delegation of any of those powers.
- g) The power of delegation expressly or impliedly conferred by this Constitution on the Directors are conferred in substitution for, and to the exclusion of, the power conferred by Section 198D of the Corporations Act.

8.15. Committees and powers delegated to Committees

- a) The Directors may delegate (and revoke the delegation of) any of their power, other than powers required by law to be dealt with by the Directors as a Board, to a Committee or Committees consisting of one or more of their number, and such others (if any), as they think fit.
- b) A Committee to which any powers have been delegated must exercise those powers in accordance with any directions of the Directors.

8.16. Proceedings of Directors

- a) Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.
- b) A Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Directors.
- c) A question arising at a meeting of Directors is to be decided by a majority of votes of Directors present and entitled to vote on that decision is for all purposes a decision of the Directors.
- d) The Chairperson will preside as the Chairperson of each meeting of the Directors.
- e) If the Directors' meeting is held and:

- i. a Chairperson has not been elected under Clause 8.7; or
- ii. the Chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the Directors present must elect one of their number to be Chairperson of the meeting.

- f) Two Directors present in person or virtually are a quorum at a Directors' meeting.

8.17. Secretary

- a) The Company must have at least one Secretary who is to be appointed by the Directors.
- b) The Directors may suspend or remove a Secretary from that office.
- c) A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties, and authorities, as determined by the Directors. The exercise of those power and authorities and the performance of those duties by a Secretary is subject at all times to the control of the Directors.
- d) The Secretary must be a person appointed by the Directors and may not be a person who is disqualified under Applicable Not-for-Profit Laws or this Constitution. The Secretary may, but is not required to, be a Director.
- e) If a Director is also appointed as Secretary, they cannot receive additional remuneration for serving as Secretary and will perform the role in an honorary capacity.

9. Executive Management

9.1. Executive management positions in the Company

The offices in the Company relating to the executive management of the Company may be:

- a) Chief Executive Officer (CEO)
- b) Chief Operating Officer (COO)
- c) Chief Financial Officer (CFO)

An individual appointed to any of these offices is referred to in this Constitution as Executive Manager. An Executive Manager for the Company is an employee of the Company and does not need to necessarily be a Member or a Director.

9.2. Discretion of Directors in appointing management positions

- a) Only the office under Clause 9.1(a) needs an appointed person, while the offices under Clause 9.1(b) and 9.1(c) may not be deemed necessary by the Directors and their appointing in the Company remains at the discretion of the Directors.
- b) Duties of offices not appointed by Directors though still required in the Company will be carried out by other offices as required by the Directors.

9.3. Appointment to management positions and other offices in the Company

- a) The Directors may appoint a Director to any executive management position or other office in the Company (other than the position of Auditor) on such terms as they think fit (subject to the provisions of this Constitution and Applicable Not-for-Profit Laws).
- b) A Director appointed to an executive management position or other office in the Company does not lose their role as Director.
- c) The Directors may, subject to the terms of any employment contract with an Executive Manager, suspend, remove, or dismiss him or her from that office and appoint another Director or person in that place. Subject to Clause 10, an Executive Manager who is also a Director must recuse themselves from discussions and voting related to their own appointment, remuneration, suspension, or removal.
- d) If an Executive Manager ceases to be a Director, his or her appointment as an Executive Manager is not automatically terminated and continues to exist via the relevant employment contract with the Company.
- e) In appointing a Director to an executive management position or other office in the Company, the provisions set out in Clause 10 must be followed.

9.4. Remuneration for management positions and other offices in the Company

- a) Any remuneration for an employee of the Company, including Executive Managers, will follow Clause 3.3 and must be fair, reasonable, and in the best interests of the Company.

- b) A Director who is also an employee of the Company, including Executive Managers, must follow the provisions set out in Clause 10 in relation to decisions regarding their own remuneration.
- c) The remuneration of employees of the Company must be:
 - i. benchmarked against industry standards, considering the Company's financial capacity;
 - ii. approved by the Board (excluding any conflicted Directors as determined under Clause 10) through a formal resolution;
 - iii. reviewed periodically by the Board, with frequency deemed by the Board or any applicable law, to ensure it remains fair and reasonable; and
 - iv. disclosed in the Company's financial reports where required by law.
- d) Any termination payments (including severance) to an employee, including Executive Managers, must be fair, reasonable, and approved by the Board, following applicable laws and contractual obligations.
- e) Any payment to Executive Managers will be disclosed in accordance with Applicable Not-for-Profit Laws.

10. Conflict Resolution

10.1. Director's interests

Subject to complying with the Corporations Act regarding disclosure of any voting on matters involving material personal interests, a Director may:

- a) hold any office or place of profit in the Company, except that of Auditor, unless being or becoming a Director would breach any law by reason of holding that office;
- b) hold any office or place of profit in any other company, body corporate, trust, or entity promoted by the Company or in which it has an interest of any kind;
- c) enter into a contract or arrangement with the Company;
- d) participate in any association, institution, fund, trust, or scheme for past or present employees or Directors of the Company or persons dependent on or connected with them;
- e) act in a professional capacity (or be a member of a firm which acts in a professional capacity) for the Company, except as Auditor;
- f) if the other Directors determine, in accordance with the Corporations Act and any applicable governance policies, that the Director's interest should not

disqualify the Director from considering or voting on a matter, participate in, vote on and be counted in a quorum for any meeting, resolution, or decision of the Directors and may be present at any meeting where the matter is being considered by the Directors;

- g) sign or participate in the execution of a document by or on behalf of the Company; and
- h) do any of the above despite the fiduciary relationship of the Director's office without any liability to account to the Company for any direct or indirect benefit accruing to the Director and without affecting the validity of any contract or arrangement.

A reference to the Company in this Clause is also a reference to each related body corporate of the Company.

10.2. Conflict of interest

Subject to Clause 10.1, 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 resolution to be passed under Clause 6.18) must not be present at the meeting while the matter is being discussed or vote on the matter, however, a Director may still be present and vote if:

- a) their interest arises because they are a Member of the Company, and the other Members have the same interest;
- b) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Company (see Clause 11.10);
- c) their interest relates to a payment by the Company under Clause 11.9 (indemnity), or any contract relating to an indemnity that is allowed under the Corporations Act;
- d) the Australian Securities and Investments Commission (ASIC) makes an order allowing the Director to vote on the matter; or
- e) the Directors who do not have a material personal interest in the matter may, subject to compliance with Applicable Not-for-Profit Laws, 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.

10.3. Chairperson absence process

- a) If the Chairperson declares a material personal interest in a matter and is required to excuse themselves from discussions or voting:
 - i. the remaining Directors must appoint another Director to act as Chairperson for that matter; and
 - ii. the alternate Chairperson must be recorded in the minutes, and the original Chairperson may resume their role once the matter has been resolved.

10.4. Register of Interests

- a) Subject to complying with the Corporations Act regarding disclosure of any material personal interests, the Company must establish and maintain a Register of Interests for interests disclosed by any Director of the Company.
- b) The Register of Interests must be kept by the Secretary and must contain:
 - i. name;
 - ii. nature of interest;
 - iii. related parties (if any), as defined in Section 228 of the Corporations Act;
 - iv. date of declaration;
 - v. board action taken and management strategies; and
 - vi. next review date.
- c) The Board (or a nominated Committee) shall review the Register of Interests annually and assess suitability of conflict management strategies.
- d) The Register of Interests is confidential and shall only be accessed by:
 - i. the Board and the Secretary;
 - ii. the Company's Auditor, legal counsel, or regulatory bodies as required by law; and
 - iii. any Member, but only where the request is directly related to a matter affecting the interests or rights of Members, subject to Board approval.
- e) Any Member who is granted access to the Register of Interests must not disclose or use the information for purposes unrelated to their rights as a Member.
- f) All Directors must promptly disclose any material changes to their interests as soon as they arise, and the Register of Interests must be updated accordingly.

10.5. Internal disputes

- a) The dispute resolution procedure in this Clause applies to disputes (disagreements) under this Constitution between a Member or Director and:
 - i. one or more Members;
 - ii. one or more Directors; or
 - iii. the Company.
- b) A Member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under Clause 10.6 until the disciplinary procedure is completed. Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it, or within a timeframe agreed by those involved. If those involved in the dispute do not resolve it, they must within 10 days (or within a timeframe agreed by those involved):
 - i. notify the Directors about the dispute in writing;
 - ii. agree or request that a mediator be appointed; and
 - iii. attempt in good faith to settle the dispute by mediation.
- c) Directs must:
 - i. acknowledge the dispute when notified;
 - ii. not intervene in the mediation process unless required by law or requested by all parties involved; and
 - iii. if required to intervene under this Clause, act in good faith and in the interest of the Company.
- d) The mediator must:
 - i. be chosen by agreement of those involved;
 - ii. where those involved do not agree for disputes between Members, a person chosen by the Directors; or
 - iii. 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.
- e) A mediator chosen by the Directors:
 - i. may be a member or former Member of the Company;
 - ii. must not have a personal interest in the dispute; and
 - iii. must not be biased towards or against anyone involved in the dispute.
- f) Unless otherwise agreed, the costs of mediation, if any, shall be shared equally by all parties involved in the dispute.
- g) When conducting the mediation, the mediator must:

- i. allow those involved a reasonable chance to be heard;
 - ii. allow those involved a reasonable chance to review any written statements;
 - iii. ensure that the mediation is conducted in a manner free from bias; and
 - iv. not make a decision on the dispute.
- h) If the dispute is not resolved through mediation, the parties may seek resolution through independent arbitration or legal proceedings, in accordance with Applicable Not-for-Profit Laws.

10.6. Disciplining members

- a) In accordance with this Clause, the Directors may resolve to warn, suspend, or expel a Member from the Company if the Directors consider that:
- i. the Member has breached this Constitution; or
 - ii. the Member's behaviour is causing, has caused, or is likely to cause harm to the Company.
- b) At least 14 days before the Directors' meeting at which a resolution under this Clause will be considered, the Secretary must notify the Member in writing:
- i. that the Directors are considering a resolution to warn, suspend, or expel the Member;
 - ii. that this resolution will be considered at a Directors' meeting and the date of that meeting;
 - iii. what the Member is said to have done or not done;
 - iv. the nature of the resolution that has been proposed; and
 - v. that the Member may provide an explanation to the Directors, and details of how to do so.
- c) Before the Directors pass any resolution under this Clause, the Member must be given a chance to explain or defend themselves by:
- i. sending the Directors a written explanation before that Directors' meeting; and/or
 - ii. speaking at the meeting,
- at the Directors' discretion.
- d) After considering any explanation under this Clause, the Directors may:
- i. take no further action;
 - ii. warn the Member;

- iii. suspend the Member's rights as a Member for a period of no more than 12 months;
 - iv. expel the Member;
 - v. 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 under this Clause); or
 - vi. require the matter to be determined at a general meeting.
- e) The Directors cannot fine a Member.
- f) The Secretary must give written notice to the Member of the decision under this Clause as soon as possible. Disciplinary procedures must be completed as soon as reasonably practical.
- g) 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.

10.7. Complaints

If, and to the extent, required by any Applicable Not-for-Profit Law, the Directors shall ensure that a mechanism is established that will properly and effectively deal with complaints made by Members of the public and grievances from employees.

11. Administration

11.1. Name change

The name of the Company may be changed in accordance with the Corporations Act and any relevant regulations. The change must be approved by at least 75% of Members at a general meeting and registered with the Australian Securities and Investments Commission (ASIC).

11.2. Constitution amendment

This Constitution may be amended in accordance with the requirements of the Corporations Act, subject to the following:

- a) Amendments must be approved by at least 75% of Members voting at a general meeting;
- b) If the Company is a registered charity, any amendment must also comply with Applicable Not-for-Profit Laws (including the ACNC Act and ACNC Governance Standards).

- c) The Company must notify ASIC (and, if applicable, ACNC) of any amendments within the prescribed timeframes.

11.3. By-laws

- a) The Directors may pass a resolution to make by-laws to assist in the implementation of this Constitution.
- b) By-laws must be consistent with this Constitution, the Corporations Act, and, if applicable, the ACNC Act and Governance Standards.
- c) Members and Directors must comply with valid by-laws. However, if a by-law is inconsistent with this Constitution or applicable law, the Constitution or law prevails.
- d) The Directors must make the current by-laws available to Members upon request.

11.4. Audits

- a) The Company must have its financial statements audited in accordance with Applicable Not-for-Profit Laws (including the Corporations Act and ACNC Act) or other applicable regulations.
- b) The Auditor must be independent of the Company.
- c) Subject to Clause 11.5(a), the Board must appoint an Auditor and may remove or replace the Auditor in accordance with the Corporations Act.

11.5. Minutes and records

- a) The Company must, within one month, make and keep the following records:
 - i. minutes of proceedings and resolutions of general meetings;
 - ii. minutes of circular resolutions; and
 - iii. a copy of a notice of each general meeting.
- b) The Company must, within one month, make and keep the following records:
 - i. minutes of proceedings and resolutions of Directors' meetings (including meetings of any Committees); and
 - ii. minutes of circular resolutions.
- c) The Directors must ensure that minutes of a general meeting or a Directors' meeting are signed within a reasonable time after the meeting by:
 - i. the Chairperson of the meeting; or

- ii. the Chairperson of the next meeting.
- d) The Directors must ensure that minutes of the passing of a circular resolution are signed by a Director within a reasonable time after the resolution is passed.

11.6. Financial records

- a) The Company must make and keep written financial records that:
 - i. correctly record and explain its transactions and financial position and performance; and
 - ii. enable true and fair financial statements to be prepared and to be audited.
- b) The Company must also keep written records that correctly record its operations.
- c) The Company must retain its records for at least 7 years.
- d) The Directors must take reasonable steps to ensure that the Company's records are kept safe and that appropriate financial controls and policies are in place to prevent misuse, fraud, or financial mismanagement.

11.7. Inspection of records

- a) Subject to Clause 11.4, Clause 11.5, and the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of Members (other than Directors).
- b) A Member (other than a Director) does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in a general meeting.

11.8. Service of documents

- a) For the purpose of this Clause, documents include but are not limited to:
 - i. notices of meetings and resolutions;
 - ii. financial reports and statements;
 - iii. membership-related communications;
 - iv. governance policies, by-laws, and amendments;
 - v. compliance and regulatory filings; and

- vi. any other document required to be served under this Constitution or by law.
- b) The Company may give a document to a Member:
 - i. personally; or
 - ii. by sending it to the Member by the email address nominated by the Member.
- c) A certificate in writing signed by a Director or a Secretary stating that a document was sent to a Member by email on a particular date is prima facie evidence that the document was so sent on that date.
- f) Documents are deemed to have been received by a Member on the business day after they were sent, unless the sender receives an automated notification of non-delivery. If an automated notification of non-delivery occurs, the Company must make reasonable efforts to provide documents to the Member using alternative methods, including but not limited to:
 - i. resending to an alternative email address (if available);
 - ii. contacting the Member via phone (if available); or
 - iii. providing documents via a secure Member portal or Company website, where applicable.

11.9. Indemnity of Officers

To the maximum extent permitted by law, the Company may indemnify any current or former Director or Secretary or Officer or Executive Managers of the Company out of the property of the Company against:

- a) any liability incurred by the person in that capacity (except a liability for legal costs);
 - i. legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity; and
 - ii. legal costs incurred in good faith in obtaining legal advice on issues relevant to the performance of their functions and discharge of their duties as an officer of the Company or a subsidiary of the Company, if that expenditure has been approved in accordance with the Company's policy,
- b) The Company may indemnify any current or former Director or Secretary or Officer or Executive Managers except to the extent that:

- i. the Company is forbidden by law to indemnify the person against the liability or legal costs; or
- ii. an indemnity by the Company of the person against the liability or legal costs, if given, would be made void by law.

11.10. Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary or Officer or Executive Manager of the Company or of a subsidiary of the Company against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- a) the Company is forbidden by law to pay or agree to pay the premium; or
- b) the contract would, if the Company paid the premium, be made void by law.

11.11. Contract

The Company may enter into an agreement with a person referred to in Clause 11.8 and 11.9 with respect to the matters covered by those Clauses. An agreement entered into pursuant to this Clause may include provisions relating to rights of access to the books of the Company conferred by the Corporations Act or otherwise by law.

11.12. Execution of documents

The Company may execute a document in any way approved by the Directors and permitted by law, including in accordance with Section 127 of the Corporations Act, by having:

- a) two Directors sign;
- b) a Director and the Secretary sign; or
- c) a sole Director sign (if applicable).

11.13. Company Policy

- a) The Board may develop, approve, and amend Company Policies to support the effective operation and governance of the Company.
- b) Company Policies must be consistent with this Constitution, Applicable Not-for-Profit Laws, and the Corporations Act. If a conflict arises, this Constitution and applicable law prevail.

- c) Company Policies apply to Directors, Officers, employees, and Members as relevant to their roles and responsibilities.
- d) The Board must make relevant Company Policies available to Members upon request, subject to any confidentiality, privacy, or governance restrictions.

12. Winding Up

12.1. Contributions on winding up

Each Member undertakes to contribute to the Company's property if the Company is wound up during, or within one year after the cessation of, the Member's membership on account of:

- a) payment of the Company's debts and liabilities contracted before they ceased to be a Member;
 - b) the costs of winding up; and
 - c) adjustment of the rights of the contributories among themselves,
- an amount not to exceed \$10 (the guarantee).

12.2. Application of property on winding up

- a) If any property remains on the winding-up or dissolution of the Company and after satisfaction of all its debts and liabilities, that property may not be paid to or distributed among the Members but must be given or transferred to one or more institutions that:
 - i. have objects and/or purposes similar to those of the Company; and
 - ii. if the Company is a registered charity at the time of winding up, are also registered charities.
- b) The institution is to be determined by the Members at or before the time of dissolution. If no determination is made, the decision may be referred to the Supreme Court or, where applicable, the Australian Charities and Not-for-profits Commission (ACNC) for approval.
- c) If the Company is endorsed as a deductible gift recipient under Subdivision 30-BA of the Tax Act and that endorsement is revoked, or if the Company is wound up while endorsed as a deductible gift recipient, any surplus gifts, deductible contributions, and money received due to such gifts and contributions must be transferred to one or more funds, authorities, or institutions that:
 - i. have similar objects and/or purposes to those of the Company;

- ii. are endorsed as a deductible gift recipient under Subdivision 30-BA of the Tax Act at the time of transfer; and
- iii. selected by the Members or, if no selection is made, determined by the ACNC or another relevant authority in accordance with Applicable Not-for-Profit Laws,

and If Members fail to make a selection, the decision will be referred to the ACNC or another relevant regulatory authority.