

Constitution of Full Stop Australia Ltd

ABN: 58 023 656 939

A company limited by guarantee

Table of Contents

Preliminary.....	5
1. Name of the company.....	5
2. Type of company.....	5
3. Limited liability of members	5
4. The guarantee	5
5. Definitions.....	5
6. Reading this Constitution with the Corporations Act.....	6
7. Interpretation.....	6
Charitable purposes and powers.....	7
8. Principal objective.....	7
9. Powers.....	8
10. Not-for-profit	8
11. Amending the Constitution.....	8
Members	9
12. Membership and register of members.....	9
13. Who can become a member.....	10
14. How to apply to become a member	10
15. Election to membership.....	10
16. Rights of members	11
17. When a person stops being a member.....	11
18. Annual subscription fees.....	11
Disciplinary procedures.....	11
19. Conduct of members	11
20. Disciplining of members.....	12
21. Who can make a complaint about a member	12
22. Complaints to be made to the Board.....	12
23. Investigation of a complaint	12
24. (Not used)	16
General meetings of members.....	16
25. General meetings called by the Board.....	16
26. General meetings called by members	16
27. Annual general meeting.....	17
28. Notice of general meetings.....	17
29. Quorum at general meetings.....	18

30.	Auditor's right to attend meetings	18
31.	Using technology to hold meetings	19
32.	Chairperson for general meetings	19
33.	Role of the chairperson.....	19
34.	Adjournment of meetings.....	19
	Members' resolutions and statements	20
35.	Members' resolutions and statements.....	20
36.	Company must give notice of proposed resolution or distribute statement.....	20
37.	(Not used)	21
	Voting at general meetings.....	21
38.	How many votes a member has	21
40.	How voting is carried out.....	21
41.	When and how a vote in writing must be held.....	21
42.	Appointment of proxy prohibited.....	21
43.	(Not used)	22
	Directors	22
44.	Number of directors.....	22
45.	Election and appointment of directors.....	22
45A.	Composition of the directors	22
46.	Election of chairperson	23
47.	Term of office.....	23
48.	When a director stops being a director	23
	Powers of directors	24
49.	Powers of the Board	24
50.	Delegation of the Board's powers.....	24
51.	Payments to directors.....	24
52.	Execution of documents	24
	Duties of directors	25
53.	Duties of directors.....	25
54.	Conflicts of interest.....	25
	Board meetings	26
55.	When the Board meets	26
56.	Calling Board meetings	26
57.	Chairperson for Board meetings.....	26
58.	Quorum at Board meetings	26

59.	Using technology to hold Board meetings.....	26
60.	Passing Board resolutions.....	26
61.	Circular resolutions of directors.....	27
Secretary.....		27
62.	Appointment and role of secretary.....	27
Minutes and records.....		27
63.	Minutes and records.....	27
64.	Financial and related records.....	28
By-laws.....		28
65.	By-laws.....	28
Notice.....		28
66.	(Not used).....	28
67.	Notice to the company.....	28
68.	Notice to members.....	29
69.	When notice is taken to be given.....	29
70.	Electronic communications and technology.....	29
Financial year.....		30
71.	Company's financial year.....	30
Indemnity, insurance and access.....		30
72.	Indemnity.....	30
73.	Insurance.....	30
74.	Directors' access to documents.....	30
Winding up.....		31
75.	Surplus assets not to be distributed to members.....	31
76.	Distribution of surplus assets.....	31

Preliminary

1. Name of the company

The name of the **company** is Full Stop Australia Ltd.

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 charity and was formerly an incorporated association.

3. Limited liability of members

The liability of members is limited to the amount of the guarantee in clause 4.

4. The guarantee

Each member must 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 12 months after they stop being a member, and this contribution is required to pay for the:

- (a) debts and liabilities of the **company** incurred before the member stopped being a member; or
- (b) costs of winding up.

5. Definitions

In this Constitution:

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

'**Board**' means the Board of directors of the **company**.

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

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

'**elected chairperson**' means a person elected by the Board to be the company's chairperson under clause 46.

'**general meeting**' means a meeting of members and includes the annual **general meeting**, under clause 27.1.

'**incorporated association**' means Rape & Domestic Violence Services Australia Incorporated (Registration No: Y0966303) incorporated under the *Associations Incorporation Act 2009* (NSW).

'**registered charity**' means a charity that is registered under the **ACNC Act**.

'**secretary**' means the **secretary** of the **company**.

'**sexual, domestic or family violence**' includes sexual harassment.

'**special resolution**' means a resolution:

- i. of which notice has been given under clause 28.5(c); and
- ii. that has been passed by at least 75% of the votes cast by the members present at the general meeting and entitled to vote on the resolution.

'**surplus assets**' means any assets of the **company** that remain after paying all debts and other liabilities of the **company**, including the costs of winding up.

6. Reading this Constitution with the Corporations Act

6.1 The replaceable rules set out in the **Corporations Act** do not apply to the **company**.

6.2 While the **company** is a **registered charity**, the **ACNC Act** and the **Corporations Act** override any clauses in this Constitution which are inconsistent with those Acts.

6.3 If the **company** is not a **registered charity** (even if it remains a charity), the **Corporations Act** overrides any clause in this Constitution which is inconsistent with that Act.

6.4 A word or expression that is defined in the **Corporations Act** or used in that Act and covering the same subject, has the same meaning as in this Constitution.

7. Interpretation

In this Constitution:

- (a) the words 'including', 'for example,' or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression; and
- (b) reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations).

Charitable purposes and powers

8. Principal objective

- 8.1 The principal objective of the **company** is to provide relief against poverty, suffering, sickness and distress for people who have experienced **sexual, domestic or family violence**.
- 8.2 The **company** will seek to achieve its principal objective set out in clause 8.1 by engaging in some or all of the following activities:
- (a) provide telephone, online and face to face trauma counselling and referral services for those whose life has been impacted by **sexual, domestic or family violence**;
 - (b) provide behavioral change counselling for those who use violence in their relationships;
 - (c) engage in individual and systems advocacy to improve services and the legal response for those who have experienced **sexual, domestic or family violence**;
 - (d) provide coordinated responses by engaging with other stakeholders to support those who have experienced **sexual, domestic or family violence**;
 - (e) offer **sexual, domestic or family violence** training and professional services for stakeholders, in relation to trauma and vicarious trauma, whilst supporting the broader community in relation to responding to sexual, domestic or family violence and the prevention of this violence;
 - (f) promote the **company's** services to increase access to support, where the focus is to be on access to those who may experience **sexual, domestic or family violence** and intersectional discrimination (examples include Aboriginal or Torres Strait Islander people, people from linguistically and culturally diverse communities, people with disabilities, people from the LGBTIQ+ community, people who are experiencing socioeconomic disadvantage, those who are isolated by geography or age etc.);
 - (g) seek engagement in service provision where specialist knowledge in trauma, vicarious trauma and mental health is required;
 - (h) support other stakeholders through clinical consultation, supervision and vicarious trauma management, to improve their capacity to provide trauma specialist or responsive services;
 - (i) engage in research to better understand trauma, trauma recovery, vicarious trauma, related mental health sequelae, and the prevention of gendered violence;

- (j) ensure all services of the **company** are evidence based and underpinned by a feminist analysis of the causes, impacts, consequences and prevention of gendered violence;
- (k) provide information and referrals to supporters and advocates of those who have experienced **sexual, domestic or family violence**; and
- (l) work with diverse stakeholders to achieve the principal objective of the **company** set out in clause 8.1.

9. Powers

Subject to clause 10, the **company** has the following powers, which may only be used to carry out its principal objective set out in clause 8.1:

- (a) the powers of an individual; and
- (b) all the powers of a **company** limited by guarantee under the **Corporations Act**.

10. Not-for-profit

10.1 The **company** must not distribute any income or assets directly or indirectly to its members, except as provided in clauses 10.2 and 75.

10.2 Clause 10.1 does not stop the **company** from doing the following things, provided they are done in good faith:

- (a) paying a member for goods or services they have provided, and reimbursing expenses they have properly incurred, at fair and reasonable rates or rates more favourable to the **company**;
- (b) providing financial relief or support to a member in bona fide carrying out the principal objective of the **company** set out in clause 8.1; or
- (c) employing any member, other than a director, as an employee at reasonable rates and on reasonable terms, or rates and terms more favourable to the **company**, where that advances the principal objective of the **company** set out in clause 8.1 and the employment contract is fully in writing and approved by the **Board** with full disclosure.

11. Amending the Constitution

11.1 Subject to clause 11.2, the members may amend this Constitution by passing a **special resolution**.

11.2 The members must not pass a **special resolution** that amends this Constitution if passing it causes the **company** to no longer be a charity.

- 11.3 For the purposes of section 246B of the **Corporations Act**, the rights of members in any class of members of the **company** may be varied or cancelled by a **special resolution** varying this Constitution passed in accordance with clause 11.1, without a separate meeting or resolution of that class of members.

Members

12. Membership and register of members

12.1 The members of the **company** are:

- (a) as at the time of registration of the **company** under the **Corporations Act**, all persons who were members of the **incorporated association**; and
- (b) any other person that the **Board** elects to be a member in accordance with this Constitution.

12.2 There are two classes of membership of the **company** as follows:

- (a) full members; and
- (b) associate members.

The rights and entitlements of members of different classes are set out elsewhere in this Constitution.

12.3 The **company** must establish and maintain a register of members. The register of members must be kept by the **secretary** or their nominee as approved by the **Board** and must contain:

- (a) for each current member:
 - (i) name;
 - (ii) address;
 - (iii) any alternative address nominated by the member for the service of notices;
 - (iv) date the member was entered on to the register; and
 - (v) class of membership; and
- (b) for each person who stopped being a member in the last 7 years:
 - (i) name;

- (ii) address;
- (iii) any alternative address nominated by the member for the service of notices;
- (iv) dates the membership started and ended; and
- (v) class of membership.

12.4 Information that is accessed from the register of members that can, or is likely to, be used to contact or send material to members, must only be used in a manner relevant to the holding of interests recorded in the register or exercise of the rights attaching to them, or as otherwise approved by the **company**.

13. Who can become a member

Subject to this Constitution:

- (a) an individual who is over the age of 18 and who establishes to the satisfaction of the **Board** that they support the principal objective of the **company** set out in clause 8.1, is eligible to apply to be a full member of the **company** under clause 14; and
- (b) an individual who is over the age of 18 and who establishes to the satisfaction of the **Board** that they support the principal objective of the **company** set out in clause 8.1, is eligible to apply to be an associate member of the **company** under clause 14.

14. How to apply to become a member

An individual eligible under clause 13 may apply to become a member of the **company** in the appropriate class by completing an application in the form from time to time prescribed by the Board and lodging the completed application with the **secretary**.

15. Election to membership

- 15.1 The **Board** must consider an application for membership within a reasonable time after the **secretary** receives the application.
- 15.2 If the **Board** resolves to elect the applicant to membership, the **secretary** must arrange for:
 - (a) the new member to be entered onto the register of members; and
 - (b) written notice to the applicant to tell them that their application was approved, and the date that their membership started, being the date that their name was entered in the register of members.
- 15.3 If a membership application is unsuccessful, the **secretary** must write to the applicant as soon as possible to tell them that their application was unsuccessful but does not have to give reasons.

16. Rights of members

- 16.1 All members of the **company** are entitled to receive notice of, and to attend at, each **general meeting**.
- 16.2 Only full members of the **company** are entitled to:
- (a) speak at, or vote at, a **general meeting**;
 - (b) nominate a candidate for election as a director or vote in election of directors; and.
 - (c) be a director as long as they are not an employee of the **company**.
- 16.3 The **Board** may send newsletters, promotional material and other materials to members of any class as the **Board** determines from time to time.

17. When a person stops being a member

A person immediately stops being a member if they:

- (a) die;
- (b) resign, by writing to the **secretary**;
- (c) are expelled under clause 20; or
- (d) have not paid an annual subscription fee within four months of the due date (or such further period as specified by the **Board** in its discretion).

18. Annual subscription fees

- 18.1 The **Board** may set an annual subscription fee for each class of membership.
- 18.2 The membership year is each financial year commencing 1 July, and annual subscription fees for each upcoming year fall due on that date.
- 18.3 The **Board** may set different membership fees for different classes or categories of members and allow annual subscription fees to be paid in advance as the **Board** determines.

Disciplinary procedures

19. Conduct of members

Members of the **company** must:

- (a) be polite and respectful of other members and must not disturb or cause offence to other members in a manner prejudicial to the good order of the **company**;
- (b) at all times, behave in a way that is becoming and in the best interests of the **company** and likely to establish and maintain a good reputation for the **company**, including behaviour in relation to matters not connected with the **company**;

- (c) not be guilty of any conduct unbecoming of a member or detrimental or prejudicial to the interests of the **company**, or which is likely to bring the **company** into disrepute or contempt; and
- (d) not infringe this Constitution or legislation controlling the operation of the **company**.

20. Disciplining of members

The **Board** has the power to reprimand, suspend any or all of the privileges of a member for a fixed period or indefinitely, or terminate the membership of and expel any member, or accept the resignation of the member if, in the **Board's** opinion, the member:

- (a) has acted contrary to, refused or neglected to comply with any provision of this Constitution or any by-law;
- (b) is no longer desirable as a member; or
- (c) is otherwise of such character or reputation that may be prejudicial or bring disrepute to the **company**.

21. Who can make a complaint about a member

Any person may make a complaint that may lead to the reprimanding, suspension, or expulsion of a member.

22. Complaints to be made to the Board

- 22.1 Complaints intended for the attention of the **Board** must be made in writing, clearly marked "Complaint – Attention Board", and lodged with the **secretary**.
- 22.2 Despite clause 22.1, the **Board** may also act on its own motion to consider disciplinary action against a member, in which case the complainant is the **company**.

23. Investigation of a complaint

- 23.1 The **Board** may consider, investigate and act on a complaint whether or not the complaint complies with the requirements in clause 22.
- 23.2 The **Board** is not bound to consider a complaint and may also consider, and act on, a complaint without causing any investigation or the completion of any investigation in relation to the complaint.
- 23.3 Neither the **Board** nor any director is disqualified from involvement in the investigation, handling or ruling on any complaint or the exercise of the **Board's** disciplinary powers because of any personal involvement in relation to the matters that are the subject of the complaint, or because they or the **company** are, or are deemed to be, the complainant. However, no director may be involved in any way in the handling, investigation or ruling on a complaint to the extent that the complaint is against them personally.

- 23.4 Before taking disciplinary action against a member, the **Board** must conduct a disciplinary hearing at a **Board** meeting and the following provisions apply:
- (a) At least seven days before the hearing, the **Board** must give the member a notice calling on the member to attend the hearing and to show cause why they should not be reprimanded, suspended or expelled as a member, which notice must:
 - (i) specify the date and place of the meeting;
 - (ii) include a summary of the complaint; and
 - (iii) advise that the complaint may be dealt with, and the member may be subject to penalties, even if the member does not attend the meeting.
 - (b) The member is entitled to attend the hearing for the purpose of answering the complaint, but if the member does not attend the hearing, then the **Board** may proceed in their absence but having regard to any representations made to it in writing by the member. In answering the complaint, the member may also put forward any matter that the member proposes should be taken into account in determining any penalty, if any.
 - (c) The member is entitled to call witnesses in their defence, but the **Board** may proceed to consider and deal with a complaint whether or not any witness called by the member appears. The **company** is not obliged or able to compel any witness to appear. The **Board** may proceed to a final decision despite any proposed witness either not attending or not being prepared to give testimony.
 - (d) The member is not entitled to be represented at the hearing. If the **Board**, in its discretion, agrees to the member being accompanied by another person at the hearing, then the **Board** may at any time withdraw that consent, including where that other person does not follow any reasonable request as to how to conduct themselves with decorum during the hearing.
 - (e) The **Board** is entitled to have a **company** legal advisor present to guide the **Board** in the discharge of its functions and may take legal advice without the member being present. The member is not entitled to know the advice that the **Board** receives from the legal advisor.
 - (f) The **Board**, at the hearing or any subsequent hearing, may resolve to discipline the member as it sees fit.
 - (g) The **Board** is not required to inform the member of a finding on guilt, or to allow the member to make further representations after a finding, before considering any penalty.

- (h) A resolution on penalty, that is to say a resolution to reprimand, suspend or expel a member, is final and the **Board** is not required to provide any reason for its decision.
- (i) Despite clause 23.4(h), the **Board** may revoke or amend any penalty imposed under this clause.
- (j) If the **Board** apprehends that there may be a security risk if the member or a particular witness is allowed to attend a hearing, then the **Board** in its discretion may exclude the member or the prospective witness from the hearing (and may notify the member or the prospective witness accordingly in advance). In that case, the **Board** may still proceed to come to a decision as to the member's guilt or innocence in relation to the complaint and regarding any penalty, if any, in the absence of the member and in the absence of hearing from that prospective witness.
- (k) If, at the hearing, the member conducts themselves inappropriately or otherwise seeks to disrupt the hearing, then the **Board** may warn the member and require the member to act appropriately and caution the member that otherwise they may be excluded. If the member then fails to heed the caution and acts or continues to act inappropriately or in a manner that prevents the normal continuation of the hearing, the **Board** may exclude the member and finish the **Board's** deliberations and come to final decisions (including as to whether to reprimand, suspend or expel the member), in the absence of the member. In its deliberations, the **Board** may also take into full account the conduct of the member at the hearing.
- (l) Voting on any resolution in relation to the disciplining of the member by the directors present at the hearing may take place in the absence of the member. The **Board** must first come to a decision as to the member's guilt or innocence in relation to the complaint. If there is a finding of guilt in relation to any part of a complaint, the **Board** must then come to a decision on penalty.
- (m) Any decision of the **Board** at such a hearing (including at any adjourned or subsequent meeting) must be by majority vote and is final. However, without being under any obligation to consider doing so or to do so, the **Board** may reopen any hearing at any time and may set aside or vary any decision regarding a penalty, although again, without being required to provide any reason for its decision.
- (o) A member or former member against whom a complaint has been made, who has been called on to show cause why they should not be reprimanded, suspended or expelled or who has been the subject of disciplinary proceedings pursuant to

this Constitution, is not entitled to commence or prosecute any action or legal proceeding against:

- (A) any person who gave evidence (orally or in writing) in respect of that evidence;
- (B) any member who exercised any right, power or duty in their capacity as a director in connection with the consideration of, or as a consequence of, the complaint in respect of that exercise of right, power and duty; or
- (C) any employee of, or contractor to, the **company** in respect of anything bona fide done, or omitted by them, in connection with consideration of a complaint in the course of their duties in working for, or providing, any service to the **company**.

(p) However, this clause does not restrict action against a person for maliciously or knowingly making a false or misleading statement.

(q) The provisions of this clause apply to all members.

23.5 A member or former member may not commence or prosecute any action or legal proceeding against:

- (a) the **company**, any director, member, employee, consultant or agent for anything said, done or omitted in good faith in connection with this clause; or
- (b) any person who provides any complaint, statement, submission or evidence (orally or in writing) in connection with anything arising or that might arise in connection with this clause for anything said, done or omitted in good faith, including anything in connection with or in a related complaint, statement, submission or evidence,

and all proceedings and utterances in connection with the exercise of those powers, at any meeting in connection with anything arising out of this clause or at any **Board meeting** or **general meeting** in connection with anything arising under this clause are privileged and protected from any action or legal proceeding taken by a member or former member. This provision does not protect any person against a claim or liability for maliciously or knowingly making a false or misleading statement.

23.6 The following are privileged and protected from any action or legal proceedings taken by a member:

- (i) all complaints and all notices, letters, evidence and other matters arising under, or incidental to, any complaint; and

- (ii) any hearing and determination, and all proceedings and utterances at general meetings and **Board** meetings, held in connection with a complaint.

However, this provision does not restrict action against a person for maliciously or knowingly making a false or misleading statement.

- 23.7 Nothing in this clause 23 or in another provision conferring power to suspend a member's membership creates any legal duty or obligation on the part of the **company** or any officer, employee, consultant or agent of the **company**.

24. (Not used)

General meetings of members

25. General meetings called by the Board

- 25.1 The **Board** may call a **general meeting**.
- 25.2 If members with at least 5% of the votes that may be cast at a **general meeting** make a written request to the **company** for a **general meeting** to be held specifying the resolution or resolutions to be proposed at the meeting, the **Board** must:
 - (a) within 21 days of the members' request, give all members notice of a **general meeting**; and
 - (b) hold the **general meeting** within 2 months of the members' request.
- 25.3 The percentage of votes that members have (in clause 25.2) is to be worked out as at midnight before the members request the meeting.
- 25.4 The members who make the request for a **general meeting** must:
 - (a) state in the request the resolution or resolutions to be proposed at the meeting;
 - (b) sign the request; and
 - (a) give the request to the **company**.
- 25.5 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.

26. General meetings called by members

- 26.1 If the directors do not call the meeting within 21 days of being requested under clause 25.2, 50% or more of the members who made the request may call and arrange to hold the requested **general meeting**.
- 26.2 To call and hold a meeting under clause 26.1, the members must:

- (a) as far as possible, follow the procedures for **general meetings** set out in this Constitution;
- (b) call the meeting using the list of members on the **company's** member register, which the **company** must provide a copy to the members making the request at no cost; and
- (c) hold the **general meeting** within three months after the request was given to the **company**.

26.3 The **company** must reimburse the members who request the **general meeting** for any direct out-of-pocket reasonable expenses they incur because the **Board** did not call and hold the meeting.

27. Annual general meeting

27.1 A **general meeting**, called the annual **general meeting**, must be held:

- (a) within 18 months after registration of the **company**; and
- (b) after the first annual **general meeting**, at least once in every calendar year.

27.2 Even if these items are not set out in the notice of meeting, the business of an annual **general meeting** may include:

- (a) a review of the **company's** activities;
- (b) a review of the **company's** finances;
- (c) any auditor's report;
- (d) the election of directors; and
- (e) the appointment and payment of auditors, if any.

27.3 Before or at the annual **general meeting**, the **Board** must give information to the members on the **company's** activities and finances during the period since the last annual **general meeting**.

27.4 The chairperson of the annual **general meeting** must give members as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the **company**.

28. Notice of general meetings

28.1 Notice of a **general meeting** must be given to:

- (a) each member of the **company**;
- (b) each director; and
- (c) the auditor (if any).

28.2 Notice of a **general meeting** must be provided in writing at least 21 days before the meeting.

- 28.3 Subject to clause 28.4, notice of a **general meeting** may be provided less than 21 days before the meeting if:
- (a) for an annual **general meeting**, all the members entitled to attend and vote at the annual **general meeting** agree beforehand; or
 - (b) for any other **general meeting**, members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- 28.4 Notice of a **general meeting** cannot be provided less than 21 days before the meeting if a resolution will be moved to:
- (a) remove a director;
 - (b) appoint a director in order to replace a director who was removed; or
 - (c) remove an auditor.
- 28.5 Notice of a **general meeting** must include:
- (a) the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
 - (b) the wording of each resolution proposed at the meeting; and
 - (c) if applicable, that a **special resolution** is to be proposed and the words of the proposed resolution.
- 28.6 If a **general meeting** is adjourned (put off) for one month or more, the members must be given new notice of the resumed meeting.

29. Quorum at general meetings

- 29.1 For a **general meeting** to be held, at least 13 members (a quorum) must be present (in person) for the whole meeting.
- 29.2 No business may be conducted at a **general meeting** if a quorum is not present.
- 29.3 If there is no quorum present within 30 minutes after the starting time stated in the notice of **general meeting**, the **general meeting** is adjourned to the date, time and place that the chairperson specifies. If the chairperson does not specify one or more of those things, the meeting is adjourned to:
- (a) if the date is not specified – the same day in the next week;
 - (b) if the time is not specified – the same time; and
 - (c) if the place is not specified – the same place.
- 29.4 If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

30. Auditor's right to attend meetings

- 30.1 The auditor (if any) is entitled to attend any **general meeting** and to be heard by the members on any part of the business of the meeting that concerns the auditor in the capacity of auditor.

30.2 The **company** must give the auditor (if any) any communications relating to the **general meeting** that a member of the **company** is entitled to receive.

31. Using technology to hold meetings

31.1 Any **general meeting** may be held using one or more technologies that gives all persons entitled to attend a reasonable opportunity to participate without being physically present in the same place and the following provisions apply if the meeting is held in that way.

31.2 All persons so participating in the meeting are taken for all purposes (for example, a quorum requirement) to be present in person at the meeting while so participating.

31.3 A vote taken at the meeting must be taken on a poll, and not on a show of hands, by using one or more technologies to give each person entitled to vote the opportunity to participate in the vote in real time.

31.4 A requirement to allow an opportunity for persons attending the meeting to speak (for example, by asking questions) may be complied with by using one or more technologies that allow that opportunity.

32. Chairperson for general meetings

32.1 The **elected chairperson** is entitled to chair **general meetings**.

32.2 The members present and entitled to vote at a **general meeting** may choose a director or member to be the chairperson for that meeting if:

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

33. Role of the chairperson

33.1 The chairperson is responsible for the conduct of the **general meeting**, and for this purpose must give members a reasonable opportunity to make comments and ask questions (including to the auditor (if any)).

33.2 The chairperson does not have a casting vote.

34. Adjournment of meetings

34.1 If a quorum is present, a **general meeting** must be adjourned if a majority of the members present at the meeting direct the chairperson to adjourn it.

34.2 Only unfinished business may be dealt with at a meeting resumed after an adjournment.

Members' resolutions and statements

35. Members' resolutions and statements

- 35.1 Members with at least 5% of the votes that may be cast on a resolution may give:
- (a) written notice to the **company** of a resolution they propose to move at a **general meeting** (members' resolution); and
 - (b) a written request to the **company** that the **company** give all of its members a statement about a proposed resolution or any other matter that may properly be considered at a **general meeting** (members' statement).
- 35.2 A notice of a members' resolution must set out the wording of the proposed resolution and be signed by the members proposing the resolution.
- 35.3 A request to distribute a members' statement must set out the statement to be distributed and be signed by the members making the request.
- 35.4 Separate copies of a document setting out the notice or request may be signed by members if the wording is the same in each copy.
- 35.5 The percentage of votes that members have (as described in clause 35.1) is to be worked out as at midnight before the request or notice is given to the **company**.
- 35.6 If the **company** has been given notice of a members' resolution under clause 35.1(a), the resolution must be considered at the next **general meeting** held not more than two months after the notice is given.
- 35.7 This clause does not limit any other right that a member has to propose a resolution at a **general meeting**.

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

- 36.1 If the **company** has been given a notice or request under clause 35:
- (a) in time to send the notice of proposed members' resolution or a copy of the members' statement to members with a notice of meeting, it must do so at the **company's** cost; or
 - (b) too late to send the notice of proposed members' resolution or a copy of the members' statement to members with a notice of meeting, then the members who proposed the resolution or made the request must pay the expenses reasonably incurred by the **company** in giving members notice of the proposed members' resolution or a copy of the members' statement. However, at a **general meeting**, the members may pass a resolution that the **company** will pay these expenses.
- 36.2 The **company** does not need to send the notice of proposed members' resolution or a copy of the members' statement to members if:
- (a) it is more than 1,000 words long;
 - (b) the **Board** considers it may be defamatory;
 - (c) clause 36.1(b) applies, and the members who proposed the resolution or made the request have not paid the **company** enough money to cover the cost of sending the notice of the proposed members' resolution or a copy of the members' statement to members; or

- (d) in the case of a proposed members' resolution, the resolution does not relate to a matter that may be properly considered at a **general meeting** or is otherwise not a valid resolution able to be put to the members.

37. (Not used)

Voting at general meetings

38. How many votes a member has

Each full member has one vote.

40. How voting is carried out

40.1 Voting must be conducted and decided by:

- (a) a show of hands;
- (b) a vote in writing; or
- (c) another method chosen by the chairperson that is fair and reasonable in the circumstances.

40.2 On a show of hands, the chairperson's decision is conclusive evidence of the result of the vote.

40.3 The chairperson and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands.

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

41.1 A vote in writing may be demanded on any resolution instead of or after a vote by a show of hands by:

- (a) at least five members; or
- (b) the chairperson.

41.2 A vote in writing must be taken when and how the chairperson directs, unless clause 41.3 applies.

41.3 A vote in writing must be held immediately if it is demanded under clause 41.1:

- (a) for the election of a chairperson under clause 32.2; or
- (b) to decide whether to adjourn the meeting.

41.4 A demand for a vote in writing may be withdrawn.

42. Appointment of proxy prohibited

A member is not permitted to appoint a proxy to attend and vote at a **general meeting** on their behalf.

43. (Not used)

Directors

44. Number of directors

The **company** must have at least six (6) and no more than twelve (12) directors. The number of directors may be changed from time to time by the members at a **general meeting**.

44A. Board director quotas

The election and appointment of company directors will be subject to the following quotas, dependent upon availability:

- (a) 75% minimum board director positions identify as women; and
- (b) Minimum of two board directors identifies as Aboriginal and Torres Strait Islander.

45. Election and appointment of directors

45.1 At each **general meeting**:

- (a) the members may elect, by a resolution passed in a **general meeting**, directors (up to a maximum of 6 (six) directors) to fill half the vacancies in the board of directors (rounded down), arising from the retirement of the directors or otherwise; and
- (b) the directors may appoint directors (up to a maximum of 6 (six) directors) to fill half the vacancies in the board of directors (rounded up), arising from the retirement of the directors or otherwise.

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

- (a) are a full member of the **company**;
- (b) are not an employee of the **company**;
- (c) for election, are nominated by two other full members of the **company** (unless the person was previously elected as a director at a **general meeting** and has been a director since that meeting);
- (d) give the **company** their signed consent to act as a director of the **company**; and
- (e) are not ineligible to be a director under the **Corporations Act** or the **ACNC Act**.

45.3 In addition to clause 45.1(b), the directors may appoint a person as a director to fill a casual vacancy or as an additional director (up to a **Board** maximum of twelve) if that person:

- (a) is a full member of the **company**;
- (b) gives the **company** their signed consent to act as a director of the **company**; and
- (c) is not ineligible to be a director under the **Corporations Act** or the **ACNC Act**.

45.4 If the number of directors is reduced to less than the prescribed number from time to time, then the remaining directors may continue to act for the purpose of increasing the number of directors to five to the number required for a quorum or calling a **general meeting**, but for no other purpose.

45A. Composition of the directors

45A.1 The directors and the members must endeavour to:

- (a) procure that at least one (1) director appointed by the directors and one (1) director elected by the members serving as director at any given time is an individual of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander and is accepted as such by the community in which they live; and
- (b) procure that at least 75% of the directors serving as directors at any given time are women.

46. Election of chairperson

The directors must elect a director as the **elected chairperson**.

47. Term of office

47.1 At each annual **general meeting**:

- (a) any director appointed by the directors to fill a casual vacancy or as an additional director up to the maximum of twelve must retire; and
- (b) at least one-third of the remaining directors must retire.

47.2 The directors who must retire at each annual **general meeting** under clause 47.1(b) will be the directors who have been longest in office since last being elected or appointed (as the case may be). Where directors were elected or appointed on the same day, the director(s) to retire will be decided by lot unless they agree otherwise.

47.3 Other than a director appointed under clause 45.3, a director's term of office starts at the end of the annual **general meeting** at which they are elected or appointed (as the case may be). A director's term of office ends at the end of the annual **general meeting** at which they retire.

47.4 In addition to the above requirements, each director must retire no later than the third annual **general meeting** after the annual **general meeting** at which they were elected or appointed (as the case may be).

47.5 A retiring director may be nominated for election or re-election or may be re-appointed.

48. When a director stops being a director

A director stops being a director if they:

- (a) cease to be a full member of the **company**;
- (b) give written notice of resignation as a director to the **company**;
- (c) die;
- (d) are removed as a director by a resolution of the members of the **company**;
- (e) are absent for 3 consecutive directors' meetings without approval from the directors; or
- (f) become ineligible to be a director of the **company** under the **Corporations Act** or the **ACNC Act**.

Powers of directors

49. Powers of the Board

- 49.1 The **Board** are responsible for managing and directing the activities of the **company** to achieve the principal objective set out in clause 8.1.
- 49.2 The directors may use all the powers of the **company** except for powers (if any) that, under the **Corporations Act** or this Constitution, may only be used by members.
- 49.3 The directors must decide on the responsible financial management of the **company** including:
- (a) any suitable written delegations of power under clause 50; and
 - (b) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
- 49.4 The **Board** cannot remove a director or auditor. Directors and auditors may only be removed by a motion passed by a two-thirds majority of those members voting at a **general meeting**.

50. Delegation of the Board's powers

- 50.1 The **Board** may delegate any of their powers and functions to a committee, a director, an employee of the **company** (such as a chief executive officer) or any other person, as they consider appropriate.
- 50.2 The delegation must be recorded in the **company's** minute book.

51. Payments to directors

- 51.1 The directors of a **company** are to be paid the remuneration that the company determines by resolution.
- 51.2 The **company** may also pay for the directors' travelling and other expenses that they properly incur:
- (a) in attending directors' meeting or any meetings of committees of directors; and
 - (b) in attending any general meetings of the **company**; and
 - (c) in connection with the **company's** business.

52. Execution of documents

The **company** may execute a document without using a common seal if the document is signed by:

- (a) two directors of the **company**; or
- (b) a director and the secretary.

Duties of directors

53. Duties of directors

The directors must comply with their duties as directors under legislation and common law (judge-made law), and with the duties described in governance standard 5 of the regulations made under the **ACNC Act** which include:

- (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the **company**;
- (b) to act in good faith in the best interests of the **company** and to further the principal objective of the **company** set out in clause 8.1;
- (c) not to misuse their position as a director;
- (d) not to misuse information they gain in their role as a director;
- (e) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 54;
- (f) to ensure that the financial affairs of the **company** are managed responsibly; and
- (g) not to allow the **company** to operate while it is insolvent.

54. Conflicts of interest

54.1 A director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of directors (or that is proposed in a circular resolution):

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

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

54.3 Each director who has a material personal interest in a matter that is being considered at a meeting of directors (or that is proposed in a circular resolution) must not, except as provided under clause 54.4:

- (a) be present at the meeting while the matter is being discussed; or
- (b) vote on the matter.

54.4 A director may still be present and vote if:

- (a) their interest arises because they are a member of the **company**, and the other members have the same interest;
- (b) their interest relates to an insurance contract that insures, or would insure, the director against liabilities that the director incurs as a director of the **company** (see clause 72);
- (c) their interest relates to a payment by the **company** under clause 72 (indemnity), or any contract relating to an indemnity that is allowed under the **Corporations Act**;

- (d) the Australian Securities and Investments Commission (ASIC) makes an order allowing the director to vote on the matter; or
- (e) the directors who do not have a material personal interest in the matter pass a resolution that:
 - (i) identifies the director, the nature and extent of the director's interest in the matter and how it relates to the affairs of the **company**; and
 - (ii) says that those directors are satisfied that the interest should not stop the director from voting or being present.

Board meetings

55. When the Board meets

The **Board** may decide how often, where and when they meet, but must meet at least six times between annual **general meetings**.

56. Calling Board meetings

The secretary must call a **Board** meeting at the request of any two directors of the **company** by giving at least 2 business days' notice to all of the directors. Notice must be in writing or by any other means of communication that has previously been agreed to by all of the directors.

57. Chairperson for Board meetings

57.1 The **elected chairperson** is entitled to chair **Board** meetings.

57.2 The directors at a **Board** meeting may choose a director to be the chairperson for that meeting if the **elected chairperson** is:

- (a) not present within 30 minutes after the starting time set for the meeting; or
- (b) present but does not want to act as chairperson of the meeting.

58. Quorum at Board meetings

58.1 The quorum for a **Board** meeting is half the total number of directors of the **company** (which must be at least 5 at a given time) plus 1.

58.2 A quorum must be present for the whole **Board** meeting.

59. Using technology to hold Board meetings

59.1 The **Board** may hold their meetings by using any technology (such as video or teleconferencing) that is agreed to by all of the directors.

59.2 The directors' agreement may be a standing (ongoing) one.

59.3 A director may only withdraw their consent within a reasonable period before the meeting.

60. Passing Board resolutions

A **Board** resolution must be passed by a majority of the votes cast by directors present and entitled to vote on the resolution.

61. Circular resolutions of directors

- 61.1 The directors may pass a circular resolution without a **Board** meeting being held.
- 61.2 A circular resolution is passed if all the directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 61.3 or clause 61.4.
- 61.3 Each director may sign:
- (a) a single document setting out the resolution and containing a statement that they agree to the resolution; or
 - (b) separate copies of that document, as long as the wording of the resolution is the same in each copy.
- 61.4 The **company** may send a circular resolution by email to the directors and the directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.
- 61.5 A circular resolution is passed when the last director signs or otherwise agrees to the resolution in the manner set out in clause 61.3 or 61.4.

Secretary

62. Appointment and role of secretary

- 62.1 The **company** must have at least one **secretary**, who may also be a director.
- 62.2 A **secretary** must be appointed by the **Board** (after giving the **company** their signed consent to act as secretary of the **company**) and may be removed by the **Board**.
- 62.3 The **Board** must decide the terms and conditions under which the **secretary** is appointed, including any remuneration.
- 62.4 The role of the **secretary** includes:
- (a) maintaining a register of the **company's** members, and
 - (b) maintaining the minutes and other records of **general meetings** (including notices of meetings), directors' meetings, committee meetings and circular resolutions.

Minutes and records

63. Minutes and records

- 63.1 The **company** must, within one month in each case, make and keep the following records:
- (a) minutes of proceedings and resolutions of each **general meeting**;
 - (b) minutes of each circular resolutions of members;
 - (c) a copy of a notice of each **general meeting**; and
 - (d) a copy of a members' statement distributed to members under clause 35.
- 63.2 The **company** must, within one month in each case, make and keep the following records:
- (a) minutes of proceedings and resolutions of each **Board** meeting (and each meeting of any **Board** committee); and

- (b) minutes of each circular resolutions of directors.
 - 63.3 To allow members to inspect the **company's** records:
 - (a) the **company** must give a member access to the records set out in clause 63.1; and
 - (b) the **Board** may authorise a member to inspect other records of the **company**, including records referred to in clauses 63.2 and 64.1.
- Where the **Board** authorises a member to inspect the register of members in accordance with clause 63.3(b), the information that is accessed from the register of members must only be used in the manner contemplated in clause 12.4.
- 63.4 The **Board** must ensure that minutes of a **general meeting** or a **Board** meeting are signed no longer than one month after the meeting by:
 - (a) the chairperson of the meeting; or
 - (b) the chairperson of the next meeting.
 - 63.5 The **Board** must ensure that minutes of the passing of a circular resolution (of members or the **Board**) are signed by a director within a reasonable time after the resolution is passed.

64. Financial and related records

- 64.1 The **company** must make and keep written financial records that:
 - (a) correctly record and explain its transactions and financial position and performance; and
 - (b) enable true and fair financial statements to be prepared and to be audited.
- 64.2 The **company** must also keep written records that correctly record its operations.
- 64.3 The **company** must retain its records for at least 7 years.
- 64.4 The **Board** must take reasonable steps to ensure that the **company's** records are kept safe.

By-laws

65. By-laws

- 65.1 The **Board** may pass a resolution to make by-laws to give effect to this Constitution, that are not inconsistent with this Constitution.
- 65.2 Members and directors must comply with by-laws as if they were part of this Constitution.

Notice

66. (Not used)

67. Notice to the company

Any notice or other communication under this Constitution may be given to the **company**, the **Board** or the secretary by:

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

- (c) sending it to an email address or other electronic address notified by the **company** to the members as the **company's** email address or other electronic address.

68. Notice to members

Any notice or other communication under this Constitution may be given to a member:

- (a) in person;
- (b) by posting it to, or leaving it at the address of the member in the register of members or an alternative address (if any) nominated by the member for service of notices;
- (c) sending it to the email, SMS or other electronic address provided by the member (if any);
or
- (d) if agreed to by the member, by notifying the member at an email, SMS or other electronic address provided by the member, that the notice is available at a specified place or address (including an electronic address).

69. When notice is taken to be given

A notice:

- (a) delivered in person, or left at the recipient's address, is taken to be given on the day it is delivered;
- (b) sent by post, is taken to be given on the third day after it is posted with the correct payment of postage costs;
- (c) sent by email, SMS or other electronic method, is taken to be given on the day after it is sent; and
- (d) given under clause 68(d) is taken to be given on the day after the notification that the notice is available is sent.

70. Electronic communications and technology

- (a) For the purposes of anything under, or in connection with, this Constitution, the **Board** may approve:
 - (i) any transaction with the **company** taking place in part of wholly by means of one or more electronic communications;
 - (ii) the provision of any information by means of one or more electronic communications; and
 - (iii) the lodgement of any nomination for membership or election by means of electronic communication.

- (b) An approval may be general or for a particular case. An approval may be given despite any express or implied requirement for writing elsewhere in this Constitution, and in lieu of the requirement for writing.

Financial year

71. Company's financial year

The **company's** financial year is from 1 July to 30 June, unless the **Board** passes a resolution to change the financial year.

Indemnity, insurance and access

72. Indemnity

- 72.1 The **company** indemnifies each officer of the **company** out of the assets of the **company**, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the **company**.
- 72.2 In this clause, 'officer' means a director or secretary and includes a director or secretary after they have ceased to hold that office.
- 72.3 In this clause, 'to the relevant extent' means:
 - (a) to the extent that the **company** is not precluded by law (including the **Corporations Act**) from doing so; and
 - (b) for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).
- 72.4 The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the **company**.

73. Insurance

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

74. Directors' access to documents

- 74.1 A director has a right of access to the financial records of the **company** at all reasonable times.
- 74.2 If the **Board** agrees, the **company** must give a director or former director access to:
 - (a) certain documents, including documents provided for or available to the directors; and
 - (b) any other documents referred to in those documents.

Winding up

75. Surplus assets not to be distributed to members

If the **company** is wound up, any **surplus assets** must not be distributed to a member or a former member of the **company**, unless that member or former member is a charity described in clause 76.1.

76. Distribution of surplus assets

76.1 Subject to the **Corporations Act** and any other applicable Act, and any court order, any **surplus assets** (including 'gift funds' defined in clause 76.4) that remain after the **company** is wound up must be distributed to one or more charities:

- (a) with charitable purpose(s) similar to, or inclusive of, the principal objective set out in clause 8.1; and
- (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 *Income Tax Assessment Act 1997* (Cth).

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

76.3 If the **company's** deductible gift recipient endorsement is revoked (whether or not the **company** is to be wound up), any surplus gift funds must be transferred to one or more charities that meet the requirements of clauses 76.1(a), (b) and (c), as decided by a **special resolution** of members. If the members do not make this decision, the **company** may apply to the Supreme Court to make this decision.

76.4 For the purpose of this clause:

- (a) 'gift fund' means:
 - (i) gifts of money or property for the principal objective of the **company** set out in clause 8.1;
 - (ii) contributions made in relation to a fund-raising event held for the principal objective of the **company** set out in clause 8.1; and
 - (iii) money received by the **company** because of such gifts and contributions; and
- (b) 'contributions' and 'fund-raising event' have the same meaning as in Division 30 of the *Income Tax Assessment Act 1997* (Cth).

