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# Constitution of Australian Peacekeeper and Peacemaker Veterans' Association Ltd

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A company limited by guarantee

ACN 651 805 702

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# A company limited by guarantee

## Constitution of Australian Peacekeeper and Peacemaker Veterans' Association Ltd

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### 1 General

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#### 1.1 Name of Company

The name of the Company is Australian Peacekeeper and Peacemaker Veterans' Association Ltd.

#### 1.2 Liability of Members

The liability of Members is limited.

#### 1.3 Replaceable Rules

The Replaceable Rules do not apply to the Company.

### 2 Definitions and interpretation

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#### 2.1 Definitions

In this document:

Term	Definition
<b>ACNC Legislation</b>	means the: (a) <i>Australian Charities and Not-for-profits Commission Act 2012</i> (Cth); and (b) <i>Australian Charities and Not-for-profits Commission Regulation 2013/22</i> (Cth).
<b>Annual General Meeting</b>	has the meaning set out in rule 7.1.
<b>Appointed Director</b>	means a Director appointed by the Board for their particular skills and experience under rule <del>11.4(a)</del> <del>11.4(a)</del> <del>11.5(a)</del> .
<b>ASIC</b>	means the Australian Securities and Investments Commission.
<b>Associate Member</b>	means a person with Associate Membership.
<b>Associate Membership</b>	has the meaning set out in rule 5.5.
<b>Board</b>	means the board of directors of the Company.
<b>Business Day</b>	means a day that is not a Saturday, Sunday or public holiday where the Office is located.
<b>Chair</b>	includes an acting chair under rule 9.5.

<b>Term</b>	<b>Definition</b>
<b>Committee</b>	means a committee to which powers have been delegated by the Board under rule 14.7.
<b>Company</b>	means Australian Peacekeeper and Peacemaker Veterans' Association Ltd.
<b>Constitution</b>	means the constitution of the Company.
<b>Corporations Legislation</b>	means the: <ul style="list-style-type: none"> <li>(a) <i>Corporations Act 2001</i> (Cth); and</li> <li>(b) <i>Corporations Regulations 2001</i> (Cth).</li> </ul>
<b>Director</b>	means a person appointed or elected to the office of director of the Company.
<b>Elected Director</b>	means a Director elected by Members under rule <del>11.311.311.4</del> .
<b>First Directors</b>	<del>means the Directors names in rule 11.1.</del>
<b>Full Member</b>	means a person with Full Membership.
<b>Full Membership</b>	has the meaning set out in rule 5.2.
<b>Honorary Member</b>	means a person with Honorary Membership.
<b>Honorary Membership</b>	has the meaning set out in rule 5.4.
<b>Incorporated Association</b>	means an association incorporated under the <i>Associations Incorporation Reform Act 2012</i> (Vic).
<b>Liability</b>	for the purposes of rule 21, includes any claim, action, suit, proceeding, investigation, inquiry, damage, loss, cost or expense.
<b>Life Member</b>	means a person with Life Membership.
<b>Life Membership</b>	has the meaning set out in rule 5.3.
<b>Member</b>	means any person who becomes a member under the Corporations Legislation or this Constitution.
<b>Members Present</b>	means those Members present and entitled to vote at a general meeting of the Company in person, or by their appointed representative, proxy, or attorney.
<b>Office</b>	means the registered office of the Company.
<b>Officer</b>	for the purposes of rule 21, means a Director or Secretary of the Company or a person: <ul style="list-style-type: none"> <li>(a) who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Company;</li> <li>(b) who has the capacity to affect significantly the Company's financial standing; or</li> <li>(c) under whose instructions or wishes the Board is accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship with the Board or the Company).</li> </ul>

<b>Term</b>	<b>Definition</b>
<b>Operations</b>	includes conflicts, peacekeeping, peacemaking and humanitarian operations within or beyond the territories of Australia.
<b>Proceedings</b>	for the purposes of rules 21.2 has the meaning set out in rule 21.3.
<b>Register</b>	means the register of Members of the Company established under the Corporations Legislation.
<b>Registered Address</b>	means the address of the Member specified in the Register or another other address notified by the Member to the Company as the place they will accept service of notices.
<b>Replaceable Rules</b>	means the replaceable rules under the Corporations Legislation and includes any replaceable rules that become or may become a provision of the Corporations Legislation.
<b>Seal</b>	means the common seal of the Company if any.
<b>Secretary</b>	means a person appointed as secretary of the Company and includes a person appointed to perform the duties of secretary.

## 2.2 Interpretation

In this document:

- (a) a reference to a rule, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (h) a reference to a person includes an individual, corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (i) a reference to 'month' means calendar month.



### **2.3 Headings**

Headings are used for convenience only and do not affect the interpretation of the Constitution.

### **2.4 Application of the Corporations Legislation**

Unless the contrary intention appears:

- (a) an expression used in a rule that deals with a matter dealt with by a provision of the Corporations Legislation has the same meaning as in that provision; and
- (b) subject to rule 2.4(a), an expression in a rule that has a defined meaning for the purposes of the Corporation Legislation has the same meaning as in the Corporations Legislation.

### **2.5 Application of ACNC Legislation**

The company must only comply with the ACNC Legislation and any reference to the ACNC Legislation in the Constitution, to the extent that it is registered by the Australian Charities and Not-for-profits Commission.

## **3 Objects and powers**

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### **3.1 Objects of Company**

The objects of the Company are:

- (a) to support the transition, health, wellbeing and integration into society of all participants in past and present Operations, and their families, so that they are valued and can attain happiness after service, by:
  - (i) working with established organisations and the broader community to promote the improvement of services to all participants in modern Operations and their families;
  - (ii) providing referral services in the areas of advocacy, individual and support network needs to ensure the best qualified support is available through the agency best suited to deliver it;
  - (iii) promoting the development of informed public opinion on matters related to its purpose and to facilitate flexibility in order to support the vagaries of modern Operations; and
  - (iv) preserving the memory and records of those who of those who served, suffered and died for Australia, through erecting monuments and recording the history of their valour, honour and sacrifice; and
- (b) to seek or receive donations and legacies (whether subject to any special trusts or not) to apply to these objects;
- (c) to promote mutual trust and confidence between the Company and the Members in pursuit of these objects;
- (d) to promote the objects of the Company in any manner the Board considers appropriate, and to do things incidental or conducive to the attainment of these objects; and

(e) to do all that is necessary to enable these objects to be achieved.

### **3.2 Separate objects**

Each of the objects in rule 3.1 is a separate object of the Company, and must not be construed by reference to any other object.

### **3.3 Powers of the Company**

The Company has all the powers of an individual and a body corporate, subject to rule 3.4.

### **3.4 No power to issue shares**

The Company has no power to issue or allot shares.

## **4 Non-profit nature of the Company**

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### **4.1 Non-profit**

- (a) The income and property of the Company must only be applied towards the promotion of the objects of the Company set out in this Constitution.
- (b) No income or property may be distributed, paid or transferred, directly or indirectly, to a Member except:
  - (i) in accordance with rule 22.2(a);
  - (ii) for payments to a Member in return for services rendered by or goods supplied by the Member to the Company in the ordinary and usual course of business; or
  - (iii) for payments to a Member as principal payments on money lent by the Member, and interest payments if the interest is at a commercial rate.

### **4.2 No distribution of profits to Members on winding up**

- (a) Where property remains after the winding-up or dissolution of the Company, and satisfaction of all its debts and liabilities, it must not be distributed among the Members.
- (b) Property referred to in rule 4.2(a) must be given to another fund, authority or institution with objects similar to the objects of the Company and a prohibition on distribution of its income and property among its members to an extent at least as great as is imposed on the Company under this Constitution.
- (c) The fund, authority or institution to receive property under rule 4.2(b) must be decided by the Members at or before the time of the dissolution.

### **4.3 Limited liability on winding up**

- (a) The liability of the Members is limited.
- (b) If the Company is wound up while a person is a Full Member, or within one year after the person ceases to be a Full Member, the person must contribute to the assets of the Company for:

- (i) the payment of the debts and liabilities of the Company contracted before the person ceased to be a Full Member;
  - (ii) the costs of winding up; and
  - (iii) the adjustment of the rights of the contributors among themselves.
- (c) The maximum liability of each Full Member under rule 4.3(b) is \$10.

## **5 Membership**

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Any person who supports the objectives of the Company and satisfies the membership criteria is eligible to apply to be a member of the Company.

### **5.1 Types of membership**

Until otherwise decided by the Members in general meeting, the membership classes are:

- (a) Full Membership;
- (b) Life Membership;
- (c) Honorary Membership; and
- (d) Associate Membership.

### **5.2 Full Membership**

- (a) The Board may admit to Full Membership of the Company any person who:
  - (i) is 18 years or older; and
  - (ii) is a serving or ex-serving member of the Australian Defence Force, Australian Federal Police, state and territory police forces, the broader emergency services community, public servants, and non-government organisations.
- (b) Every application for Full Membership must be made by the online form on the Company's website or in such other form required by the Board.
- (c) The Board may fix the entrance fee (if any) and the annual subscription fee payable by an applicant for Full Membership. The Board must not accept an application for Full Membership unless the entrance fee and annual subscription fee has been received by the Company.
- (d) The Board may admit or reject an applicant for Full Membership without giving a reason. If the applicant is not admitted to Full Membership in due course, all money paid by him or her to the Company must be returned immediately in full without interest.

### **5.3 Life Membership**

- (a) Life Membership is bestowed on a person by the Board to:
  - (i) a Full Member;

- (ii) for rendering support and dedication to the Company in furtherance of the Company's objectives; and
  - (iii) which the Board considers to be extraordinary.
- (b) A Life Member has the same voting rights and conditions as a Full Member.
  - (c) The only exception to 5.3(b) is that a Life Member is not required to pay an annual subscription fee.
  - (d) Life Membership can be revoked by the Board should the Life Member subsequently be determined by the Board to have breached this Constitution, or acted in a way that brings the Company, or the Life Member, into disrepute.
  - (e) When Life Membership is revoked, the Member may retain their Full Membership, unless rule 5.8(a) is triggered.

#### **5.4 Honorary Membership**

- (a) Honorary Membership is bestowed on a person by the Board.
- (b) An Honorary Member cannot vote but may have other rights as determined by the Board.

#### **5.5 Associate Membership**

- (a) Associate Membership is open to any person who does not fit the description of a Full Member.
- (b) Associate Members may be members of the veteran community, the veteran support network and anyone who has an interest in and wishes to support the peacekeeper and veteran community.
- (c) Any person applying for membership who is under 18 years of age will be considered for Associate Membership.
- (d) An Associate Member cannot vote but may have other rights as determined by the Board.

#### **5.6 Voting rights of members**

The entitlement of Members to vote on a show of hands and on a poll is as follows:

- (a) a Full Member has one vote;
- (b) a Life Member has one vote;
- (c) an Honorary Member has no right to vote; and
- (d) an Associate Member has no right to vote.

#### **5.7 Notice by Members**

Each Member must notify the Secretary in writing within 30 days of:

- (a) any change in their qualification to be a member of the Company; and
- (b) any change in their address or contact details.

## **5.8 Resignation and termination of membership**

- (a) A Member ceases to be a member if the Member:
  - (i) no longer meets the qualification requirements;
  - (ii) resigns as a Member by giving written notice to the Company;
  - (iii) is terminated by the Board under rule 5.8(b); or
  - (iv) dies.
- (b) The Board may terminate a Member's membership if the Member:
  - (i) fails to notify the Company of a change in address or contact details and is unable to be contacted at the address in the register for a period of two years;
  - (ii) has membership fees in arrears as at 31 July;
  - (iii) has conducted himself in a way that the Board considers to be injurious or prejudicial to the character or interests of the Company or the Member, or may bring the Company or the Member into disrepute; or
  - (iv) has conducted himself in a way which the Board considers as being inconsistent with the objects of the Company.
- (c) The Board must give the Member written notice of its intention to terminate the Member's membership and the reason for the proposed termination.
- (d) If the reason set out in the notice under rule 5.8(c) remains unresolved, in the opinion of the Board, for one month after the date of the notice, the Member's membership is terminated.
- (e) The rights or privileges of membership may be reinstated at the absolute discretion of the Board.

## **5.9 Transfer of membership**

- (a) Members of Australian Peacekeeper and Peacemaking Veterans' Association Inc. will become Members of the Company on the date this Constitution is adopted as follows:
  - (i) full members will be Full Members;
  - (ii) life members will be Life Members;
  - (iii) honorary members will be Honorary Members; and
  - (iv) associate members will be Associate Members.
- (b) All other memberships will be revoked.
- (c) For the purposes of rule [5.9-1.1\(a\)](#):
  - (i) membership must be held at midnight of the day prior to this Constitution being adopted; and

- (ii) all entrance fees will be waived.
- (d) Under no other circumstances is Membership transferable.

#### **5.10 Register of Members**

The Company must establish and maintain a register of members which includes the full name and address for notices of each Member, and any other particulars determined by the Board.

#### **5.11 Amount of fees and subscriptions payable**

- (a) The entrance fees and the annual subscription fees for the various classes of membership are set by the Board.
- (b) Annual subscription fees fall due on 1 July and if unpaid fall in arrears on 31 July.

## **6 Financial records**

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### **6.1 Keeping of financial records**

- (a) The financial year of the Company begins on 1 July and ends at 30 June in the following calendar year.
- (b) Proper books and financial records must be kept recording the financial affairs of the Company. The Company must comply with the relevant accounting and auditing requirements of the Corporations Legislation and, if applicable, the ACNC Legislation and any other legislation which applies to the Company.
- (c) The Board must distribute to all Members after the end of each financial year, copies of the financial report including a copy of the auditor's report and any other documentation as required by the Corporations Legislation.
- (d) The Board must lay before the Members at each Annual General Meeting the financial report required under rule 6.1(c).

### **6.2 Banking of money**

All the money of the Company must be deposited in an account in the name of the Company at a bank chosen by the Board.

### **6.3 Appointment of auditor**

- (a) The Company must appoint a qualified auditor as required by the Corporations Legislation or the ACNC Legislation.
- (b) No member may act as auditor of the Company.

### **6.4 Inspection of records of the Company**

- (a) The Board may decide whether and to what extent, and at what time and place and under what conditions the financial records and other documents of the Company or any of them will be open to the inspection by Members other than the Board.
- (b) No Member other than a Director has the right to inspect any document of the Company except as set out in the Corporations Legislation or as authorised by the Board.

## **7 Annual General Meeting**

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### **7.1 Annual General Meeting**

The Company must hold a general meeting, to be called the Annual General Meeting, at least once in every calendar year.

### **7.2 Provisions about general meetings apply to the Annual General Meeting**

The provisions of the Constitution about general meetings apply, with necessary changes, to Annual General Meetings.

## **8 General meetings**

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### **8.1 Calling a general meeting**

- (a) General meetings of the Company may only be called by the Directors.
- (b) General meetings will be held at the times and places and in the manner decided by the Board.

### **8.2 Requisitioning a general meeting**

- (a) General meetings of the Company may be requisitioned by Members with at least 40% of the votes that may be cast at a general meeting, by written request to the Company.
- (b) If a general meeting is requisitioned in accordance with rule 8.2, the Directors must:
  - (i) within 21 days of receiving the Members' request, give all Members notice of a general meeting; and
  - (ii) hold the general meeting within two months of receiving the Members' request.
- (c) The percentage of votes that Members have is to be calculated as at midnight of the day before the Members request for a general meeting was received.
- (d) A Members' request for a general meeting must:
  - (i) be in writing;
  - (ii) state any resolution to be proposed at the meeting;
  - (iii) be signed by each Member making the request; and
  - (iv) be given to the Company at its Office.
- (e) If the Directors do not call the meeting within 21 days of receiving a Members' request, a general meeting may be called and held by no less than 50% of the Members who made the request.

### **8.3 Notice of general meeting**

- (a) At least 21 days' notice of a general meeting must be given to Members by the Board in the form and in the manner the Board decides, subject to the Corporations Legislation.

Inadvertent failure to give notice of any general meeting to a person entitled to notice does not invalidate a resolution passed at that meeting.

- (b) Subject to the Corporations Legislation, if the meeting is to be held at two or more places the notice must set out details of the technology used to conduct the meeting.

#### **8.4 Calling off a general meeting**

- (a) By resolution of the Board any general meeting (other than a general meeting which has been requisitioned by Members under rule 8.2) may be cancelled or postponed before the date on which it is to be held.

#### **8.5 Attendance at general meetings**

- (a) The Chair of a general meeting may exclude from the meeting any person:
  - (i) in possession of a pictorial-recording or sound-recording device;
  - (ii) in possession of a placard or banner;
  - (iii) in possession of an object considered by the Chair to be dangerous, offensive or liable to cause disruption;
  - (iv) who refuses to produce or to permit examination of any object, or the contents of any object or container, in the person's possession;
  - (v) who behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
  - (vi) who is not a Member (or a proxy, attorney or corporate representative of a Member), a Director or the auditor of the Company.
- (b) A person, whether or not a Member, who is invited by the Board or the Chair to attend a general meeting, may be present.

## **9 Proceedings of meetings**

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### **9.1 Business of general meetings**

- (a) The business of an Annual General Meeting is:
  - (i) to provide the opportunity for the Board to account to and report to the members if required by law;
  - (ii) to receive and consider the financial and other reports required by law to be laid before each Annual General Meeting;
  - (iii) to elect Directors in the place of those retiring under this document if required;
  - (iv) when relevant to appoint an auditor; and
  - (v) to transact any other business which the Directors determine, or which, under this document, the Corporations Legislation or the ACNC Legislation, is required to be transacted at any Annual General Meeting.



- (b) All other business transacted at an Annual General Meeting and all business transacted at other general meetings is special business.
- (c) Except with the approval of the Board, with the permission of the Chair or under the Corporations Legislation, no person may move at any meeting either:
  - (i) any resolution or any amendment of a resolution about any special business of which notice has been given under rule 8.2; or
  - (ii) any other resolution which does not constitute part of special business of which notice has been given under rule 8.2.
- (d) The auditors and their representative may attend and be heard on any part of the business of a meeting concerning the auditors. The auditors or their representative, if present at the meeting, may be questioned by the Members Present, as a whole, about the audit.

## **9.2 Quorum**

- (a) The quorum for a general meeting is two Members Present.
- (b) For the purpose of determining whether a quorum is present:
  - (i) a Member's proxy or representative is to be counted; but
  - (ii) a person may only be counted once, even if that person is a proxy or representative of more than one Member.
- (c) If the requisite quorum is not present at the commencement of the business (or the relevant resolution), no business can be transacted except the election of a chair and the adjournment of the meeting.

## **9.3 Adjournment in absence of quorum**

If within 15 minutes after the time specified for a general meeting a quorum is not present, the meeting, if convened upon a requisition or called by Members, is to be dissolved, and in any other case it is to be adjourned to the same day in the next week (or, where that day is not a Business Day, the Business Day next following that day) at the same time and place and if, at the adjourned meeting, a quorum is not present within 30 minutes after the time specified for holding the meeting, the meeting is to be dissolved.

## **9.4 Chair**

- (a) The Chair of the Board must be chair at every general meeting.
- (b) If at any general meeting:
  - (i) the Chair of the Board is not present at the specified time for holding the meeting; or
  - (ii) the Chair of the Board is present but is unwilling to act as chair of the meeting, the deputy Chair of the Board must be chair at the meeting.

- (c) If at any general meeting:
  - (i) there is no Chair of the Board or deputy Chair of the Board;
  - (ii) the Chair of the Board and deputy Chair of the Board are not present at the specified time for holding the meeting; or
  - (iii) the Chair of the Board and the deputy Chair of the Board are present but each is unwilling to act as Chair of the meeting,

the Directors present may choose another Director as chair of the meeting and if no Director is present or if each of the Directors present are unwilling to act as chair of the meeting, a Member chosen by the Members Present may act as chair of the meeting.

### **9.5 Acting Chair**

If during any general meeting the Chair acting under rule 9.4 is unwilling to act for any part of the proceedings, the Chair may withdraw from the chair during the relevant part of the proceedings and may nominate any person who immediately before the general meeting was a Director or who has been nominated for election as a Director at the meeting to be acting Chair of the meeting during the relevant part of the proceedings. Upon the conclusion of the relevant part of the proceedings the acting Chair is to withdraw and the Chair is to retake the chair.

### **9.6 General conduct of meeting**

- (a) Except as required by law, the general conduct of each general meeting of the Company and the procedures to be adopted at the meeting are as decided by the Chair.
- (b) The Chair may at any time he or she considers it necessary for the proper and orderly conduct of the meeting demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Members Present.
- (c) The Chair may require the adoption of any procedure which is in the Chair's opinion necessary or desirable for the proper and orderly casting or recording of votes at any general meeting of the Company, whether on a show of hands or on a poll.

### **9.7 Postponing or cancelling a meeting**

- (a) By resolution of the Board any general meeting (other than a general meeting which has been requisitioned by Members under rule 8.2) may be cancelled or postponed before the date on which it is to be held.
- (b) The Chair may at any time before a meeting:
  - (i) postpone a meeting;
  - (ii) cancel the meeting; or
  - (iii) change the place for a general meeting,

if he or she considers that the meeting has become unnecessary, or the venue would be unreasonable or impractical or a change is necessary in the interests of conducting the meeting efficiently.

## **9.8 Adjournment and postponement by the Chair**

- (a) The Chair may at any time during the course of the meeting:
  - (i) adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting or any debate or discussion and may adjourn any business, motion, question, resolution, debate or discussion either to a later time at the same meeting or to an adjourned meeting; and
  - (ii) for the purpose of allowing any poll to be taken or determined, suspend the proceedings of the meeting for any period or periods he or she decides without effecting an adjournment. No business may be transacted and no discussion may take place during any suspension of proceedings unless the chair otherwise allows.
- (b) Where the Chair considers that:
  - (i) there is not enough room for the number of members who wish to attend the meeting; or
  - (ii) a postponement is necessary in light of behaviour of persons present or for any other reason so that the business of the meeting can be properly carried out,

the Chair may postpone the meeting before it has started, whether or not a quorum is present.
- (c) A postponement under rule 9.8(b) is to another time, which may be on the same day as the meeting, and may be to another place (and the new time and place is taken to be the time and place for the meeting as if specified in the notice which called the meeting originally).
- (d) If the Chair exercises a right of adjournment and postponement of a meeting under this rule, the Chair has the sole discretion to decide whether to seek the approval of the Members Present to the adjournment and, unless the Chair exercises that discretion, no vote may be taken by the Members Present in respect of the adjournment.
- (e) No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment or postponement took place.
- (f) Where a meeting is postponed or adjourned under rule 9.7, notice of the adjourned or postponed meeting must be given to the members.

## **9.9 Voting**

- (a) Each question submitted to a general meeting must be decided by a show of hands of the Members Present and entitled to vote. Subject to rule 9.9(b) in the case of an equality of votes, the Chair has, both on a show of hands and at a poll, a casting vote in addition to the vote or votes to which the Chair may be entitled as a Member or as a proxy, attorney or, if applicable, a duly appointed corporate representative of a Member.
- (b) On a show of hands, where the Chair has two or more appointments that specify different ways to vote on a resolution, the Chair must not vote as a proxy but has a casting vote in the case of an equality of votes cast by Members entitled to vote at the meeting.

### **9.10 Declaration of vote on a show of hands – when poll demanded**

- (a) At any meeting, unless a poll is demanded, a declaration by the Chair that a resolution has been passed or lost, having regard to the majority required, and an entry to that effect in the book to be kept of the proceedings of the Company signed by the Chair of that or the next succeeding meeting, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (b) A poll may be demanded:
  - (i) before a vote is taken;
  - (ii) before the voting results on a show of hands are declared; or
  - (iii) immediately after the voting results on a show of hands are declared.
- (c) A poll may be demanded by the Chair only.
- (d) No poll may be demanded on the election of a Chair of a meeting.

### **9.11 Taking a poll**

- (a) If a poll is demanded under rule 9.10, it must be taken in the manner and at the time and place the Chair directs, and the result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.
- (b) The demand for a poll may be withdrawn.
- (c) In the case of any dispute about the admission or rejection of a vote, the Chair's decision is final.

### **9.12 Continuation of business**

A demand for a poll does not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. A poll demanded on any question of adjournment is to be taken at the meeting immediately and without adjournment.

### **9.13 Special meetings**

Rules about general meetings apply to any special meeting of any class of Members held under this document or the Corporations Legislation.

## **10 Votes of members**

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### **10.1 Voting rights**

- (a) The entitlement of Members to vote on a show of hands and on a poll is as set out in rule 5.4.
- (b) If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law about mental health, his committee or trustee or other person who has the management of his estate may exercise any rights of the Member about a general meeting as if the committee, trustee or other person were the Member.

- (c) A Member whose annual subscription is more than one month in arrears at the date of the general meeting is not entitled to vote at that meeting.
- (d) Subject to rule 10.1, where a person may vote in more than one capacity, that person is entitled only to one vote on a show of hands.
- (e) If the person appointed as proxy has two or more appointments that specify different ways to vote on the resolution, the proxy must not vote on a show of hands.

## **10.2 Appointment of proxies**

- (a) Any Member entitled to vote at a general meeting may appoint one proxy.
- (b) A proxy need not be a Member entitled in their own right to vote.
- (c) The document appointing a proxy (and the power of attorney, if any, under which it is signed or proof of the power of attorney to the satisfaction of the Board) must be deposited duly stamped (if necessary) at the Office, deposited at the Office, sent by electronic means to any other place specified in the notice of meeting, at least 48 hours (or a lesser period as the Board may decide and stipulate in the notice of meeting) before the time for holding the meeting or adjourned meeting or poll at which the person named in the document proposes to vote.
- (d) No document appointing a proxy is, except as set out in this rule, valid after the expiration of 12 months after the date of its execution. Any Member may deposit at the Office a document duly stamped (if necessary) appointing a proxy and the appointment is valid for all or any stipulated meetings of the Company until revocation.

## **10.3 Validity of vote**

- (a) A vote given as required by the terms of a proxy document or power of attorney is valid despite:
  - (i) the previous death or unsoundness of mind of the principal; or
  - (ii) the revocation of the proxy document or power of attorney in respect of which the vote is given,

if no written notice of the death, unsoundness of mind or revocation has been received at the Office before the meeting or any adjourned meeting.

- (b) A proxy is not revoked by the principal attending and taking part in the meeting, unless the principal actually votes on the resolution for which the proxy is proposed to be used.

## **10.4 Form and execution of proxy document**

- (a) A document appointing a proxy must be in writing signed by the appointor or his or her attorney. If the appointor is a corporation the appointment must be signed by a duly authorised officer, in a form acceptable to the Board.
- (b) The proxy document is deemed to include the right to demand or join in demanding a poll and (except to the extent to which the proxy is specifically directed to vote for or against any proposal) the power to act generally at the meeting for the person giving the proxy.

- (c) A document appointing a proxy, unless the contrary is stated, is valid for any adjournment of the meeting, as well as for the meeting to which it relates. Any duly signed proxy which is incomplete may be completed by the Secretary on authority from the Board and as permitted by the Corporations Legislation and the Board may authorise completion of the proxy by the insertion of the name of any Director as the person in whose favour the proxy is given.

### 10.5 Board to issue forms of proxy

- (a) The Board may issue with any notice of general meeting of Members or any class of Members, forms of proxy for use by the Members.
- (b) Each form must enable the Member to write in the proxy's name. It may provide that if the Member leaves this blank, the proxy is to be a person named on the form.
- (c) The form may include the names of any of the Directors, or of any other person, as a suggested proxy.
- (d) The forms must allow the Member to direct the proxy to vote for or against (or abstain from voting on) any proposed resolution.

### 10.6 Attorneys of Members

A Member may appoint an attorney to act on the Member's behalf at all or specified meetings of the Company. The power of attorney or proof of the power of attorney must be delivered to the Office or elsewhere as directed, with evidence to the satisfaction of the Board of the due execution of the power of attorney. The attorney may appoint a proxy for the Member.

## 11 The Board

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### ~~11.1~~ First Directors

~~The First Directors on the date this Constitution is adopted will be:~~

- ~~(a) Rob Woods;~~
- ~~(b) Mark Horner;~~
- ~~(c) Kris Milne;~~
- ~~(d) Ian Lindgren;~~
- ~~(e) Allan Thomas; and~~
- ~~(f) Mike Romalis.~~

### ~~11.2~~11.1 Directors

~~From the third Annual General Meeting after the adoption of this Constitution, t~~The Board will consist of up to ~~six~~twelve directors as follows:

- (a) up to ~~four~~eight Elected Directors; and
- (b) up to ~~two~~four Appointed Directors.

### **11.311.2 Retirement of Directors**

- (a) If required, the Company must hold an election of Elected Directors at the Annual General Meeting, ~~commencing from the third Annual General Meeting after the adoption of this Constitution.~~
- (b) Subject to rule ~~11.5~~~~11.5~~~~11.6~~:
  - ~~(i) a First Director listed in rules 11.1(a) 11.1(c) holds office until the second Annual General Meeting following the adoption of this Constitution;~~
  - ~~(ii) each other First Director holds office until the third Annual General Meeting following the adoption of this Constitution;~~
  - ~~(iii)(i) an Elected Director holds office until the third Annual General Meeting following their election; and~~
  - ~~(iv)(ii) an Appointed Director holds office until the third Annual General Meeting following their appointment,~~

where the Director must retire from office and subject to rule ~~11.2(d)~~~~11.2(d)~~~~11.3(d)~~ may be nominated for re-election or re-appointment by the Board.
- (c) A retiring Director retains office until the dissolution or adjournment of the meeting at which the retiring Director retires.
- (d) A Director who has held office for two terms under rule ~~11.2(b)~~~~11.2(b)~~~~11.3(b)~~ must retire at the Annual General Meeting at the end of their second term and is not eligible for re-election.

### **11.411.3 Elections of Elected Directors**

Elections take place as follows:

- (a) two Members entitled to vote under rule 5.6 may nominate any other Member to serve as an Elected Director under rule ~~11.1(a)~~~~11.1(a)~~~~11.2(a)~~;
- (b) no nominee is eligible for election as an Elected Director unless they give written consent;
- (c) the nomination and the consent must be left at the Office at least 25 days, and at most 35 days, before the meeting;
- (d) the candidates' names (in alphabetical order) and the nominating Members' names must be forwarded to Members with the notice of Annual General Meeting;
- (e) at the Annual General Meeting each Member is entitled to cast a vote 'for' or 'against' the appointment of a named candidate for a vacant position for which they have been nominated; and
- (f) in the case of election of an Elected Director positions under rule ~~11.1(a)~~~~11.1(a)~~~~11.2(a)~~:
  - (i) where the number of candidates is equal to or less than the number of available positions, each candidate must obtain majority Member approval in order to be appointed to the positions for which they have been nominated; and

- (ii) where the number of candidates exceeds the number of available positions, the candidates receiving the highest number of votes 'for' are elected, in progressive order, until all vacant positions are filled.

#### **11.511.4 Qualification for membership of the Board**

- (a) All Directors must:
  - (i) be natural persons;
  - (ii) be supportive of the objects of the Company;
  - (iii) give signed written consent accepting the office of director to the Company;
  - (iv) not be prevented from holding the office of director by the Corporations Legislation or ACNC Legislation;
  - (v) hold a current National Police Check which is free from:
    - (A) unspent convictions;
    - (B) continuing good behaviour bonds;
    - (C) incomplete criminal charges; or
    - (D) pending court proceedings; and
  - (vi) either:
    - (A) be a graduate of the Australian Institute of Company Directors; or
    - (B) have satisfactorily completed governance courses as determined by the Board.
- (b) In addition to the requirements under rule ~~11.4(a)11.4(a)11.5(a)~~, an Elected Director, or a Director appointed under rule ~~11.5(a)11.5(a)11.6(a)~~ must:
  - (i) be a Member; and
  - (ii) be nominated by two Members, or their representatives, with voting rights.

#### **11.611.5 Casual vacancies**

- (a) The Board has power to appoint a qualified person who satisfies rule ~~11.411.411.5~~ (except for rule ~~11.4(b)(ii)11.4(b)(ii)11.5(b)(ii)~~) as an Elected Director to fill a casual vacancy among the Board.
- (b) Any person appointed under this rule holds office until the next Annual General Meeting following their appointment when an election must be held to fill the vacancy. Any person appointed under this rule is eligible for election at that general meeting.



## 12 Vacation of office

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### 12.1 Resignation

A Director may resign from the Board by written notice delivered to the Secretary. The resignation takes effect when the notice is received by the Secretary, or on a later date specified in the notice.

### 12.2 Removal

- (a) A Director may be removed from office by ordinary resolution of the Members at a general meeting of the Company convened in accordance with rule 8.1. At the meeting the Director must be given the opportunity to present his or her case orally or in writing.
- (b) A Director removed under rule 12.2(a) retains office until the dissolution or adjournment of the general meeting at which the he or she is removed.

### 12.3 Vacation of office

- (a) In addition to the circumstances prescribed by the Corporations Legislation, ACNC Legislation, and the Constitution (as applicable), the office of a director becomes vacant upon a Director:
  - (i) becoming an insolvent under administration, suspending payment to creditors, or compounding with or assigning the Director's estate for the benefit of creditors;
  - (ii) becoming a person of unsound mind or is a patient under laws about mental health, or whose estate is administered under laws about mental health;
  - (iii) being absent from three consecutive meetings of the Board without leave of absence from the Board where the Board has not, within 14 days of having been served by the Secretary with a notice giving particulars of the absence, resolved that leave of absence be given;
  - (iv) resigning from office by written notice to the Company;
  - (v) being removed from office under the Corporations Legislation, ACNC Legislation, or any other relevant legislation;
  - (vi) being prohibited from being a director by reason of the operation of the Corporations Legislation, ACNC Legislation, or any other relevant legislation; or
  - (vii) is convicted of a criminal offence.
- (b) A Director who vacates office under rule 12.3 is not to be taken into account in deciding the number of Directors to retire by rotation under rule ~~11.211.211.3~~ at any Annual General Meeting.

## 13 Exercise of voting power

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### 13.1 Exercise of voting power in other corporations

The Board may exercise the voting power conferred by the shares in any corporation owned by the Company at the Board's discretion (including voting in favour of any resolution appointing

any of the Directors as directors of that corporation). A Director may vote in favour of the exercise of those voting rights even if the Director is, or may be about to be appointed, a director of that other corporation and may be interested in the exercise of those voting rights.

## **14 Proceedings of the Board**

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### **14.1 Procedures about Board meetings**

- (a) The Board may meet together, upon each Director being given reasonable notice, for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.
- (b) The quorum for a Board meeting is a simple majority of the Directors.
- (c) Notice is considered given to a Director, and all Directors are considered to have consented to the method of giving notice, if notice is sent by mail, personal delivery, or by electronic means to the usual place of residence or electronic address of the Director (if any electronic address is notified to the Company) or at any other address given to the Secretary by the member subject to the right of the Director to withdraw the consent within a reasonable period before a meeting.

### **14.2 Meetings by telephone or other means of communication**

- (a) The Board may meet either in person or by telephone or by other means of communication consented to by all Directors subject to the right of a Director to withdraw their consent within a reasonable period before a meeting.
- (b) All persons participating in the meeting must be able to hear and be heard by all other participants.
- (c) A meeting conducted by telephone or other means of communication is deemed to be held at the place agreed upon by the Directors attending the meeting, if one or more of the Directors present at the meeting is at that place for the duration of the meeting.

### **14.3 Votes at meetings**

- (a) Questions arising at any Board meeting are decided by a majority of votes.
- (b) The Chair does not have a casting vote if the votes are equal.

### **14.4 Convening of Board meetings**

A meeting of the Board must be convened if:

- (a) called by the Chair or the Board at any time, or
- (b) called by the Secretary, upon the request of any Director.

### **14.5 Chair**

- (a) The Board may adopt a policy for the appointment of a Chair and a deputy Chair of its meetings.
- (b) If no Chair or deputy Chair is elected or if at any meeting the Chair and the deputy Chair are not present at the time specified for holding the meeting (or, if being present, the

relevant Directors refuse to act as Chair or deputy Chair), the Directors present may choose one of their number to be Chair of the meeting.

#### **14.6 Powers of meetings**

A meeting of the Board or any adjournment of a meeting at which a quorum is present is competent to exercise any of the authorities, powers and discretions for the time being vested in or exercisable by the Board.

#### **14.7 Delegation of powers to Committees**

- (a) The Board may, subject to the law, delegate any of its powers to Committees consisting of one or more Directors or any other person the Board thinks fit.
- (b) A delegate of the Board may be authorised to sub-delegate any of the powers for the time being vested in the delegate.

#### **14.8 Proceedings of Committees**

- (a) Committee proceedings are governed by the proceedings in this document that apply to meetings and proceedings of the Board.
- (b) A Committee must follow instructions imposed by the Board.
- (c) A Committee is under the control and direction of the Board and has no power in the management of the Company.

#### **14.9 Validity of acts**

- (a) Acts of the Board, a Committee or a Director, even if it is afterwards discovered that there was some defect in the appointment of any of the Directors or the Committee or that any of them were disqualified, are valid as if each person was duly appointed and qualified, and continued to be a Director or a member of the Committee (as the case may be).
- (b) If the number of Directors is reduced below the minimum number fixed under this document, the continuing Directors may act to increase the number of Directors to that number by appointing a person under rule ~~11.511.511.6~~, or to call a general meeting of the Company, but for no other purpose.

#### **14.10 Resolution in writing**

- (a) A resolution in writing of which notice has been given to all Directors and which is signed by all the Directors entitled to vote on the resolution is as valid and effectual as if it had been passed at a meeting of the Board. It may consist of several documents in the same form each signed by one or more of the Directors.
- (b) A document produced by mechanical or electronic means under the name of a Director with their authority is deemed to be a document in writing signed by that Director.

## **15 Powers of the Board**

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### **15.1 General powers of the Board**

- (a) The management and control of the business and affairs of the Company are vested in the Board, which (in addition to the powers and authorities conferred upon them by this document) may exercise all powers and do all things as are within the power of the Company and are not by this document, Corporations Legislation or the ACNC Legislation, directed or required to be exercised or done by the Company in general meeting.
- (b) The Board may make regulations and by-laws consistent with the Constitution, which in the opinion of the Board are necessary or desirable for the proper control, administration and management of the Company's finances, affairs and property, or are necessary for the convenience, comfort and well-being of the Members (including the terms of entry of Members to the Company's premises and any event or function sponsored, promoted, facilitated or conducted by the Company) and amend or rescind any regulations and by-laws.
- (c) A regulation or by-law of the Company made by the Board may be disallowed by the Company in a later general meeting.
- (d) A resolution or regulation made by the Company in general meeting cannot invalidate prior acts of the Board which would have been valid if that resolution or regulation had not been passed or made.

### **15.2 Directors may contract with Company**

- (a) A Director is not disqualified by the office of director from contracting or entering into any arrangement with the Company or any other person either as buyer, seller or otherwise. No contract or arrangement with the Company or any other person by a Director or any contract or arrangement by or for the Company or any other person in which a Director is in any way interested may be avoided for that reason.
- (b) A Director need not account to the Company for any profit realised by any contract or arrangement, by reason of holding the office of or of the fiduciary relationship established by the office.
- (c) No Director may as a director vote in respect of any contract or arrangement in which the Director has directly or indirectly any material personal interest if to do so would be contrary to the Corporations Legislation and if the Director does vote his vote may not be counted. The Director must not be counted in the quorum present at the meeting. These prohibitions may be relaxed or suspended by ordinary resolution passed at a general meeting, subject to the Corporations Legislation.
- (d) A Director interested in any contract or arrangement may, despite the interest, sign any document evidencing or otherwise connected with the contract or arrangement.

## **16 Secretary**

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- (a) The Company must have a Secretary appointed by the Board.
- (b) The Board may suspend or remove the Secretary from that office.
- (c) The Secretary holds office on the terms and conditions the Board decides.

## **17 Other salaried officers**

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The Board may appoint and dismiss officers and employees on the terms it thinks fit.

## **18 The Seal**

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### **18.1 Company Seal is optional**

The Company may have a Seal.

### **18.2 Affixing the Seal**

- (a) The Seal must only be used with the authority of the Board.
- (b) Every document to which the Seal is affixed must be signed by a Director and countersigned by the Secretary or by a second Director, or another person appointed by the Board for the purpose.
- (c) The Board may affix a signature by mechanical means.

### **18.3 Execution of documents without a Seal**

The Company may sign a document without a seal, including a deed, by having the document signed by:

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

### **18.4 Other ways of executing documents**

Despite rules 18.2 and 18.3, any document including a deed, may also be signed by the Company in any other manner permitted by law.

## **19 Minutes**

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### **19.1 Contents of minutes**

The Board must ensure that minutes are duly recorded in any manner it thinks fit and include:

- (a) the names of the Directors present at each meeting of the Company, the Board and of Committees; and
- (b) details of all resolutions and proceedings of general meetings of the Company and of meetings of the Board and Committees.

### **19.2 Signing of minutes**

The minutes of a meeting of the Board or of a Committee or of the Company, if signed by the Chair of the meeting or by the Chair of the next meeting, are prima facie evidence of the matters stated in the minutes.

## **20 Notices**

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### **20.1 Service of notices**

- (a) A notice, including a notice of general meeting, may be given by the Company to a Member, or in the case of joint Members, to the Member whose name stands first in the Register:
  - (i) personally;
  - (ii) by leaving it at the Member's Registered Address;
  - (iii) by sending it by prepaid post to the Member's Registered Address; or
  - (iv) by sending it to the electronic address (if any) nominated by the Member.
- (b) All notices sent by prepaid post to Members whose Registered Address is not in Australia may be sent by airmail or some other way that ensures that it will be received quickly.

### **20.2 When notice deemed to be served**

- (a) A notice sent by post is considered served at the expiration of 48 hours after the envelope containing the notice is posted. It is sufficient to prove that the envelope containing the notice was properly addressed and posted.
- (b) A notice served on a Member personally or left at the Member's Registered Address is considered served when delivered.
- (c) A notice served on a Member by electronic means is considered served when the electronic message is sent.

### **20.3 Member not known at Registered Address**

Where a Member does not have a Registered Address or where the Company has bona fide reason to believe that a Member is not known at the Member's Registered Address, all future notices are considered given to the Member if the notice is exhibited in the Office, for a period of 48 hours (and is considered served at the commencement of that period), until the Member informs the Company of a Registered Address.

### **20.4 Signature to notice**

The signature on any notice given by the Company may be written or printed.

### **20.5 Reckoning of period of notice**

Where a given number of days' notice or notice extending over any other period is required to be given, the day of service is not to be counted in the number of days or other period.

### **20.6 Service on deceased Members**

A notice delivered or sent by post to the Registered Address of a Member under these rules is (despite that the Member is then dead and whether or not the Company has notice of the Member's death) considered served and the service is for all purposes deemed to be sufficient service of the notice or document on the Member's heirs, executors or administrators.

## 20.7 Persons entitled to notice of general meeting

- (a) Notice of every general meeting is to be given to:
- (i) each Member individually who may vote at general meetings of the Company;
  - (ii) each Director; and
  - (iii) the auditor for the time being of the Company.
- (b) Other persons may receive notices of general meetings at the discretion of the Chair.

## 20.8 Notification of change of address

Every Member must notify the Company of any change of his or her address and any new address must be entered in the Register. Upon entry it becomes the Member's Registered Address.

## 21 Indemnity and insurance

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### 21.1 Indemnity in favour of Directors, Secretaries and other Officers

Subject to the Corporations Legislation and rule 21.2, the Company must indemnify each Director, Secretary and other Officer to the maximum extent permitted by law, against any Liability incurred by them because of their holding office as, and acting in the capacity of, Director, Secretary or other Officer of the Company, other than:

- (a) a Liability owed to the Company or a related body corporate of the Company;
- (b) a Liability for a pecuniary penalty order under section 1317G of the *Corporations Act 2001* (Cth) or a compensation order under section 1317H of the *Corporations Act 2001* (Cth); or
- (c) a Liability owed to a person other than the Company that did not arise out of conduct in good faith.

### 21.2 Indemnity for legal costs

The Company must indemnify each Director, Secretary and other Officer to the maximum extent permitted by law, against any Liability for legal costs incurred by them in respect of a Liability incurred by them because of their holding office as, and acting in the capacity of, Director, Secretary or other Officer of the Company other than for legal costs incurred:

- (a) in defending or resisting Proceedings, in which the Director, Secretary or other Officer is found to have a Liability for which they could not be indemnified under rule 21.1;
- (b) in defending or resisting criminal Proceedings in which the Director, Secretary or other Officer is found guilty;
- (c) in defending or resisting Proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (but this rule 21.2(c) does not apply to costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing Proceedings for the court order); or

- (d) in Proceedings for relief to the Director, Secretary or other Officer under the Corporations Legislation in which the court denies the relief.

### **21.3 Proceedings**

For the purposes of rule 21.2, 'Proceedings' includes the outcomes of the proceedings and any appeal about the proceedings.

### **21.4 Insurance for the benefit of Directors, Secretaries and other Officers**

Subject to the Corporations Legislation, the Company may pay a premium for a contract insuring a person who is or has been a Director, Secretary or other Officer of the Company acting in that capacity against:

- (a) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
- (b) a liability arising from negligence or other conduct.

### **21.5 Insurance for other Officers**

Subject to the Corporations Legislation, the Company may pay a premium for a contract insuring a person who is or has been an employee and also an Officer of the Company, acting in that capacity, but who is not a Director, Secretary or other Officer of the Company against:

- (a) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
- (b) a Liability arising from negligence or other conduct.

### **21.6 When insurance may not be provided by the Company**

The Company must not pay, nor agree to pay, a premium for a contract insuring a person who is or has been a Director, Secretary or other Officer or an employee who is also an Officer of the Company, against a Liability (other than one for legal costs) arising out of:

- (a) conduct involving a wilful breach of duty about the Company; or
- (b) a contravention of section 182 or section 183 of the *Corporations Act 2001* (Cth).

## **22 Winding up**

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### **22.1 Limited liability on winding up**

- (a) If the Company is wound up while a person is a member, or within one year after the person ceases to be a member, the person must contribute the guarantee amount to the assets of the Company for the:
  - (i) payment of the debts and liabilities of the Company contracted before the person ceased to be a member; and
  - (ii) costs of winding up.
- (b) The maximum liability of each member under rule 22.1(a) is \$10.



## 22.2 Distribution of surplus on winding up

- (a) Where property remains after the winding up or dissolution of the Company and satisfaction of all its debts and liabilities, it must not be distributed among members.
- (b) Subject to rule 22.2(c), if the Company is wound up, any surplus assets must be given to another charitable fund, authority or institution:
  - (i) with objects similar to the objects of the Company; and
  - (ii) whose constitution prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under the Constitution.
- (c) If the Company is endorsed as a deductible gift recipient then:
  - (i) upon the revocation of its endorsement as a deductible gift recipient; or
  - (ii) upon its winding up,
 

any surplus assets must be transferred to another charitable fund, authority or institution:

    - (iii) with objects similar to the objects of the Company;
    - (iv) whose constitution prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under the Constitution; and
    - (v) to which income tax deductible gifts can be made.
- (d) The charitable fund, authority or institution to receive property under rules 22.2(b) or 22.2(c) must be decided by the Members at or before the time of the winding-up or dissolution. If the Members do not wish to decide, or do not decide, the Board may decide. If the Members or the Board do not decide, the decision must be referred to the Supreme Court of the state or territory in which the Company's registered office is located.