CONSTITUTION

OF

Yarram Koala Sanctuary LTD

Australian Business Number (ABN) ABN 43 697 981 954

A company limited by guarantee

Amended and Restated as of 9 June 2026

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Preliminary

1. Name of the company

The name of the **company** is Yarram Koala Sanctuary LTD.

2. Type of company

The **company** is a not-for-profit public company limited by guarantee, established to operate as a registered charity.

Definitions and interpretations

3. Definitions

In this constitution:

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

business day means a day on which banks are open for business, other than a Saturday, Sunday or public holiday in the location of the **company's** registered office.

company means the company referred to in clause 1.

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

chairperson means an individual elected by the directors to be the **company**'s chairperson under clause 40.

general meeting means a meeting of members, including an annual general meeting.

members present means, in connection with a **general meeting**, **members present** in person, present by use of audio- or audio-visual technology, by **representative** or by proxy at the meeting.

members' resolution has the meaning given by clause 31.1(a).

members' statement has the meaning given by clause 31.1(b).

registered charity means a charity registered under the **ACNC Act**.

representative means a person appointed to represent an incorporated member in accordance with clause 27.

special resolution means a resolution:

(a) of which notice has been given under clause 24.3(d), and

(b) that has been passed by at least 75% of the votes cast by **members present** and entitled to vote on the resolution.

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

virtual meeting platform means any technology or combination of technologies that allows members to participate in a meeting, including by asking questions verbally and in writing, without being physically present at the meeting.

4. Reading this constitution with the Corporations Act

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

(b) While the **company** is a **registered charity**, the **ACNC Act** and the **Corporations Act** override any clauses in this constitution that are inconsistent with those Acts, as they apply to a **registered charity**.

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

(d) Unless otherwise stated, 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.

5. Signing documents

Where the constitution says that an individual (such as a member, representative or director) must sign a document, the individual may:

(a) sign a physical form of the document by hand, or

(b) sign an electronic form of the document using an electronic signature, in a way that identifies each person and indicates their intention.

Individuals may also sign separate copies of a physical or electronic document if each copy has the same wording.

6. 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

7. Purpose

The company's purposes are:

(a) The principal purpose of the Company is:

i. to protect and enhance the natural environment, including native wildlife, biodiversity, ecosystems, and habitats, with a particular focus on the conservation of the Strzelecki Koala and other native fauna of South Gippsland and eastern Victoria; and

ii. to provide education, information, research, and community engagement activities that increase knowledge, understanding, protection, and stewardship of the natural environment.

(b) Without limiting the principal purpose of the Company, the other objects of the Company pursuant to and furtherance of its principal purpose, the Company may:

i. Promote and support habitat restoration, revegetation, biodiversity enhancement, and environmental stewardship initiatives including the protection, conservation, rehabilitation and enhancement of native wildlife populations, including but not limited to the Strzelecki Koala and other native fauna. Protect, conserve, rehabilitate, and enhance populations of native wildlife, including but not limited to the Strzelecki Koala and other native fauna.

ii. Protect, restore, expand, and improve native habitats, biodiversity corridors, and ecosystems that support wildlife conservation and environmental sustainability.

iii. Establish, operate, and support wildlife rescue, treatment, rehabilitation, release, conservation, research, education, and monitoring programs.

iv. Undertake, facilitate, support, and disseminate scientific research relating to wildlife conservation, biodiversity, habitat restoration, animal welfare, ecosystem health, and environmental management.

v. Collect, maintain, analyse, and share environmental, ecological, conservation, and wildlife data for the benefit of researchers, government agencies, conservation organisations, land managers, Traditional Owners, and the broader community.

vi. Develop and provide educational programs, publications, exhibitions, training, interpretation, and community engagement activities that promote environmental awareness and conservation outcomes.

vii. Work collaboratively with Traditional Owners, government agencies, educational institutions, research organisations, community groups, conservation organisations, landholders, and other stakeholders to advance environmental protection and wildlife conservation.

viii. Establish and participate in regional, state-wide, and national conservation networks, including initiatives that improve habitat connectivity and wildlife conservation outcomes.

ix. Raise funds and seek donations, grants, sponsorships, gifts, bequests, and other contributions of money, property, services, or resources to support the Company's charitable purposes.

x. Undertake any other lawful activities that are incidental, conducive, or ancillary to achieving the Company's principal purpose of protecting and enhancing the natural environment.

8. Powers

Solely for carrying out the company's purposes, the **company** has all the powers of a company limited by guarantee under the **Corporations Act.**

9. Not-for-profit

The income and assets of the **company** must be applied solely to carry out its purpose(s) as stated in clause 7.

The **company** must not distribute any income or assets directly or indirectly to its members, except as provided in clause 77 or the following:

(a) paying a member for goods or services they have provided, or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the **company**, or

(b) making a distribution of income or assets to a member in furtherance of the **company's** charitable purpose(s).

10. Amending the constitution

(a) The members may amend this constitution by passing a **special resolution**. However, if the members pass a **special resolution** to amend the constitution in a way that means the **company** would no longer be a charity, the special resolution will not take effect.

(b) The **company** must notify the ACNC of any amendments to this constitution.

(c) Any amendment to this constitution will take effect from the date of the **special resolution**, or from any later date specified in the resolution.

Members

11. Membership

There will be one class of members.

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

(a) listed on the application for incorporation of the **company** with their consent, and

(b) any other person admitted as a member, in accordance with this constitution,

and have not since stopped being a member.

12. Register of members

The secretary must keep a register of members which includes the following information:

(a) for each current member:

i. name, including the name of any representative of an incorporated member

ii. an email address or postal address nominated by the member for receiving notices, and

iii. date the membership started, and

(b) for each person who stopped being a member in the last seven years:

i. name, including the name of any representative of an incorporated member

ii. an email address or postal address nominated by the member for receiving notices, and

iii. dates the membership started and ended.

13. How to become a member

13.1 Eligibility to become a member

Any person at least 18 years old who, or any incorporated body which, supports the purposes of the **company** can apply in writing and pay any joining fee to become a member of the **company**.

13.2 Applications for membership

(a) The directors must consider each application for membership within a reasonable period after it is received and decide whether to accept or refuse the application.

(b) The company must provide notice to the applicant about the decision to accept or refuse the application but are not required to provide reasons.

(c) If the application is accepted, the secretary must add the applicant to the register of members. The date the applicant was added to the register of members is the day they became a member.

14. Members' rights and opportunities

A member can:

(a) attend and vote at **general meetings**

(b) raise a dispute using clause 19

(c) together with other members, ask the directors to call a **general meeting**, under clause 22

(d) together with other members, put forward resolutions at **general meetings**, under clause 31

(e) be made a director (if the member is eligible to be a director) under clause 36

(f) inspect the members' register free of charge under clause 66, and

(g) inspect the **company's** records under clause 67.

15. Members' responsibilities

A member must:

(a) comply with the **company's** constitution

(b) notify the **company** if they change their name or address for notices

(c) treat other members, staff, volunteers, and directors with respect, and

(d) pay membership fees (if any) and provide the guarantee specified in clause 79 & 74.

16. Transfer of membership

Members cannot transfer their membership or their rights as members to another individual or incorporated body.

17. Membership fees

17.1 Directors may set fees

(a) The directors may decide to set or change a joining fee, annual membership fee, or both, and the due date for payment.

(b) The company must give members at least one month's notice of any new fees or changes to fees.

17.2 Failure to pay fees

(a) If a member fails to pay the fees within two months of them becoming due, the company must notify that member and provide one month to rectify the default. If the member fails to rectify the default, then the member stops being a member.

(b) A member that has not paid the required membership fee may not exercise any of the rights associated with their membership, including the right to exercise any vote they may have at a meeting of members.

18. How to stop being a member

A member immediately stops being a member if they:

(a) default on payment of the membership fee in accordance with clause 17

(b) resign, by writing to the secretary

(c) have not responded within one month to a written request from the secretary to confirm in writing that they want to remain a member

(d) are an incorporated member and are wound up or otherwise dissolved or deregistered

(e) become bankrupt

(f) are expelled under clause 20,

(g) become mentally incapacitated or become a person or estate liable to be dealt with in any way under laws relating to mental health, or

(h) die.

Dispute resolution and disciplinary procedures

19. Dispute resolution

19.1 Application

This procedure applies to disputes under this constitution between a member or director and:

(a) one or more members

(b) one or more directors, or

(c) the **company** itself.

A member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 20, until that disciplinary procedure is completed.

19.2 Notice of dispute resolution

Those involved in the dispute must try to resolve it between themselves either within 14 days of becoming aware of it, or within a timeframe agreed on by those involved. If the dispute cannot be resolved within 14 days or within a timeframe agreed on by those involved, they must:

(a) inform the **company's** directors in writing

(b) agree or request that a mediator be appointed, and

(c) attempt in good faith to settle the dispute through mediation.

19.3 Choosing a mediator

If those involved in the dispute cannot agree on the choice of mediator, then

(a) for disputes between members, the **directors** will choose the mediator, or

(b) for other disputes, the president of the law institute or society in the state or territory in which the **company** has its registered office will choose the mediator.

19.4 Conditions of choosing a mediator

A mediator chosen by a director:

(a) must not have a personal interest in the dispute, and

(b) must be unbiased.

19.5 During mediation

When conducting the mediation, the mediator must:

(a) allow those involved a reasonable chance to be heard

(b) allow those involved a reasonable chance to review any written statements

(c) ensure the mediation is conducted in a manner free from bias, and

(d) not make a decision on the dispute.

19.6 Obligations of each party

Each party must:

(a) do their best to resolve the dispute at the mediation conference, and

(b) bear the costs of mediation as agreed between the parties.

The terms of any agreement reached between the parties must be provided to the **company**.

20. Disciplining members

20.1 Directors may discipline members

The directors may resolve to warn or expel a member who is not a director from the **company** if they believe:

(a) the member has breached this constitution, or

(b) the member's behaviour is causing, has caused, or is likely to cause, harm to the **company**.

20.2 Notification of action

At least 14 days before the directors' meeting at which such a resolution will be considered, the secretary must notify the member in writing:

(a) that the directors are considering a resolution to warn or expel the member

(b) that this resolution will be considered at a directors' meeting, the date of which must also be provided

(c) the claims made against the member

(d) the nature of the resolution that is to be proposed at the meeting, and

(e) that the member may provide an explanation to the directors, as well as how the member can do so.

20.3 Member must be given opportunity to explain or defend themselves

Before the directors pass any resolution, the member must be given a chance to explain or defend themselves by:

(a) sending the directors a written explanation prior to that directors' meeting

(b) speaking at the meeting, or

(c) both.

20.4 Directors' rights – disciplining members

After considering any explanation provided, the directors must decide to:

(a) take no further action

(b) warn the member

(c) expel the member

(d) require the matter to be determined at a **general meeting**, or

(e) refer the decision to an unbiased, independent person on conditions that the directors consider appropriate. This independent person can only make a decision that the directors themselves can make under this clause.

20.5 Other

(a) The secretary must give written notice to the member of the directors' decision as soon as possible.

(b) The directors cannot fine a member.

(c) Disciplinary procedures must be completed as soon as reasonably possible.

(d) There will be no liability for any loss or injury the member suffers due to any decision made in good faith under this clause.

General meetings of members

21. Accountability to members

(a) The company must take reasonable steps to be accountable to its members, for example by holding an annual general meeting or sending a report about its activities and finances to members each financial year.

(b) The directors may also call a **general meeting** at any time.

22. Members can request a general meeting

22.1 How members can request a general meeting

Members, acting for a proper purpose, can request that the directors call a **general meeting**, by sending a written request to the **company** that:

(a) states any resolution to be proposed at the meeting, and

(b) is signed, by at least 5% of members who can cast votes at a **general meeting** (calculated as of midnight the day before the meeting is requested).

22.2 Directors must then hold a general meeting

The directors must:

(a) within 21 days of the members' request, give all members notice of a **general meeting**, and

(b) hold the **general meeting** within two months of the members' request.

22.3 If the directors do not call a requested meeting

(a) If the directors do not call the meeting within 21 days of being requested to under clause 22.1, 50% or more of the members who made the request may call a **general meeting**.

(b) The members must:

i. as far as possible, follow the procedures for a **general meeting** as set out in this constitution

ii. call the meeting using the list of members on the **company**'s member register, which the **company** must provide to members making the request at no cost, and

iii. hold the **general meeting** within three months of the request being given to the **company**.

(c) The **company** must reimburse the members who request the **general meeting** for any reasonable expenses they incur because the directors did not call and hold the meeting.

23. Using technology to hold meetings

23.1 A virtual meeting platform may be used

The **company** may hold a hybrid or virtual-only **general meeting** using an appropriate **virtual meeting platform**.

23.2 If the general meeting is virtual only

If the **general meeting** is held using only a **virtual meeting platform**, then

(a) the meeting location is taken to be the registered office of the **company**, and

(b) the meeting time is taken to be the time at the **company**'s registered office.

23.3 If the general meeting is hybrid only

If the **general meeting** is held at more than one physical venue (whether or not it is also held using a **virtual meeting platform**), then:

(a) the meeting location is taken to be the main physical venue of the meeting, as set out in the notice of the meeting, and

(b) the meeting time is taken to be the time at the main physical venue of the meeting, as set out in the notice of the meeting.

24. Providing notice of a general meeting

24.1 When notice of a general meeting must be given

The notice of a **general meeting** must be given at least 21 days before the meeting to:

(a) each member entitled to vote at the meeting

(b) each director, and

(c) the auditor (if applicable).

24.2 When short notice of a general meeting can be given

The notice of a **general meeting** may be provided less than 21 days before the meeting date if members with at least 75% of the votes that may be cast at the meeting agree beforehand, but not if a resolution will be moved to:

(a) remove a director

(b) appoint a director to replace a director who has been removed, or

(c) remove an auditor, if applicable.

24.3 What the notice must include

The notice of a **general meeting** must be in writing and include:

(a) the place, date and time for the meeting (and if the meeting is to be held in two or more places, hybrid or virtually, the **virtual meeting platform** that will be used)

(b) a statement regarding the member's right to request documents be sent to them in electronic or physical form or request to not be sent documents

(c) the general nature of the meeting's business

(d) if applicable, that a **special resolution** will be proposed, as well as the wording of the proposed resolution, and

(e) a statement that members have the right to appoint proxies and that, if a member appoints a proxy:

i. the proxy does not need to be a member

ii. the proxy form must be delivered to the **company** at either its registered address or the address (including an electronic address) specified in the notice of the meeting, and

iii. the proxy form must be delivered to the **company** at least 48 hours before the meeting.

24.4 Meeting or notice not invalidated

A meeting or notice of meeting is not invalidated only because of the accidental omission to give notice of the meeting or the non-receipt by any person of notice of the meeting.

25. Quorum at general meetings

25.1 What is a quorum

For a **general meeting** to be held, at least 10% of the members (a quorum) must be present (in person, by proxy or by **representative**).

25.2 How is a quorum calculated

When determining if there is a quorum, a person may only be counted once. If they are a **representative** or proxy of more than one member, they may be counted as present for each of the different members.

25.3 Quorum must be present

No business can be conducted at a **general meeting** if there is not a quorum present. A quorum must be present for the whole **general meeting**.

25.4 If there is no quorum

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 a date, time and place of the chair's choosing. If the chair does not specify one or more of those things, the meeting is adjourned to:

(a) if no date is specified – the same day in the next week

(b) if no time is specified – the same time, and

(c) if no venue or **virtual meeting platform** is specified – the same venue and **virtual meeting platform**.

If no quorum is present at this resumed meeting within 30 minutes after the starting time set for the meeting, then the meeting is cancelled.

26. Right of non-members to attend meetings

(a) The chair of a **general meeting** may invite any person to attend and address a **general meeting**.

(b) If the **company** has an auditor, then the auditor must be given any communications relating to the **general meeting** that a member is entitled to receive. The auditor is also entitled to attend and address a **general meeting**, including by sending a written statement.

27. Representatives of members

27.1 Incorporated members may appoint a representative

An incorporated member may appoint as a **representative**:

(a) one individual to represent the member at meetings and to sign and agree to resolutions under clause 32, and

(b) the same individual or another individual for the purpose of being appointed or elected as a director.

27.2 How to appoint a representative

The appointment of a **representative** by a member must:

(a) be in writing

(b) include the name of the person

(c) be signed on behalf of the member

(d) confirm the length of the appointment, which may be for a set number of meetings, or for a duration of time or standing (ongoing)

(e) be given to the **company** or, for representation at a meeting, be given to the chair before the meeting starts, and

(f) be recorded in the register of members.

27.3 Rights of representative

A **representative** has all the rights of a member relevant to the purposes of the appointment (during any relevant timeframe) as a **representative**, including to appoint a proxy.

28. Choosing a chair for a general meeting

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

The **members present** who are entitled to vote at a **general meeting** may choose a director or member to be the chair for that meeting if:

(a) there is no **chairperson**, or

(b) the **chairperson** is not present within 30 minutes after the starting time set for the meeting, or

(c) the **chairperson** is present but does not wish to act as the meeting's chairperson.

29. Role of the chair in a general meeting

The chair is responsible for the conduct of the **general meeting** and must give members a reasonable opportunity to make comments and ask questions (including to the auditor if there is one).

The chair does not have a casting vote.

30. Adjournment of meetings

(a) If a quorum is present, a **general meeting** must be adjourned if the majority of members in attendance direct the chair to do so.

(b) Only unfinished business may be dealt with at a meeting resumed after an adjournment.

(c) If a **general meeting** is adjourned for one month or more, the members must be given new notice of the resumed meeting.

Members' resolutions and statements

31. Members may propose resolutions and give statements

31.1 When can members propose resolutions and give statements

Members with at least 5% of the votes that may be cast on a resolution may give:

(a) written notice signed by the members to the **company** of a resolution they propose to move for a proper purpose at a **general meeting** (**members' resolution**), with the wording of the resolution set out in full

(b) a written request to the **company** that the **company** give all its members a statement about a proposed resolution or any other matter that may properly be considered at a **general meeting** (**members' statement**), with the wording of the statement set out in full, or

(c) both.

The calculation for the percentage of votes that members have is to be based on the situation as of midnight before the request or notice is given to the **company**.

31.2 Members' resolutions must be considered

If the **company** has been given notice of a **members' resolution** under clause 31.1, the resolution must be considered at the next **general meeting** held no more than two months after the notice is given.

31.3 Distributing notice of proposed resolution and statement

The **company** must give all its members notice of the **members' resolution** or a copy of the **members' statement** at the same time, or as soon as practicable afterwards, and in the same way as it gives notice of a **general meeting**.

31.4 Who bears the costs of giving notice or distributing statement

(a) The **company** is responsible for the cost of giving members notice of the resolution or a copy of the **members' statement** if the **company** receives it in time to send it out to members with the notice of meeting.

(b) If the **company** does not receive it in time to send it out with the notice of meeting, then the members requesting the meeting must meet the reasonable expenses that the **company** incurs when giving members notice of the **members' resolution** or a copy of the **members' statement**. At a **general meeting**, the members may pass a resolution that the **company** will pay these expenses.

31.5 When does the company not need to send notice or distribute statement

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 directors consider that it may be defamatory

(c) the members making the request are to bear the expenses of sending the notice out—unless the members give the **company** a sum that would meet all reasonable expenses that it would incur in giving the notice, 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.

32. Resolutions of members without a general meeting

32.1 When a resolution may be passed without a general meeting

The directors may put a resolution to the members to be passed without a **general meeting** being held. However, the **company** cannot pass resolutions for the following without holding a meeting:

(a) a resolution to remove an auditor or remove a director, or

(b) where the **Corporations Act**or this constitution requires a meeting to be held.

32.2 When is a resolution passed

A resolution is passed if 75% of the members entitled to vote on the resolution sign or agree to the resolution.

32.3 How a resolution may be passed

The members may sign in the way set out in clause 5. Alternatively, the **company** may send a resolution by email to members, and members may agree to it by sending a reply email to that effect and including the text of the resolution in their reply.

32.4 Notifying the auditor

The **company** must notify the auditor (if applicable) as soon as possible that a resolution has or will be put to members, and set out the wording of the resolution.

Voting at general meetings

33. Voting at general meetings

33.1 Number of votes for each member

Each member has one vote.

33.2 Challenge to member's right to vote

A member or the chair may only challenge a person's right to vote at the time of the **general meeting**. The chair must then decide whether the person may vote. The chair's decision is final.

33.3 How voting is conducted

Before a vote is taken, the chair must note whether any proxy votes with a voting direction have been received and, if so, how the proxy votes will be cast.

Voting must be conducted and decided by:

(a) a show of hands

(b) a vote in writing, or

(c) another method chosen by the chair that is fair and reasonable in the circumstances.

33.4 When a resolution is passed

(a) A resolution (other than a special resolution) is passed if at least 50% of the total votes are in favour of the resolution being passed.

(b) If there is a vote conducted by a show of hands, the chair's decision is conclusive evidence of the result of the vote by show of hands. The chair 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.

33.5 When and how a vote in writing may be demanded

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 present** who are entitled to vote on the relevant resolution

(b) **members present** with at least 5% of the votes that may be passed on the relevant resolution (worked out as at the midnight before the vote in writing is demanded), or

(c) the chair of the meeting.

33.6 When and how a vote in writing must be held

A vote in writing must be conducted at the chair's direction, but must be held immediately if it is demanded for the following:

(a) the election of a chair under clause 28, or

(b) to decide whether to adjourn the meeting.

33.7 Withdrawing

A demand for a vote in writing may be withdrawn.

34. Proxies

34.1 Appointment of proxy

A member may appoint a proxy to attend and vote at a **general meeting** on their behalf. The member can decide how long the appointment is for. For example, it can be for a set number of meetings, or for a duration of time or standing (ongoing).

A proxy does not need to be a member.

34.2 What a proxy can and can't do

A proxy appointed to attend and vote for a member has the same rights as the member to:

(a) speak at the meeting

(b) vote in writing (but only in the manner allowed by the appointment), and

(c) demand a vote in writing under clause 33.5.

A proxy is not entitled to vote on a show of hands (but this does not prevent a member appointed as a proxy from voting as a member on a show of hands).

A proxy does not have the authority to speak and vote for a member at a meeting while the member is at the meeting in person or by technology.

34.3 How a proxy votes

When a vote in writing is held, a proxy:

(a) does not need to vote, unless the proxy appointment specifies the way they must vote

(b) must vote in the way specified on the proxy form, if applicable, and

(c) may cast votes in different ways (if the proxy is also a member or holds more than one proxy).

34.4 How to appoint a proxy

An appointment of a proxy (by using a proxy form) must be signed by the member appointing the proxy and must contain:

(a) the member's name and address

(b) the **company**'s name

(c) the proxy's name or the name of the office held by the proxy, and

(d) the length of the appointment, measured as a set number of meetings, or for a duration of time or standing (ongoing).

Proxy forms must be delivered to the address specified in the notice under clause 24.3(e)at least 48 hours before a meeting. The chair may accept late notices.

34.5 Validity

Unless the **company** receives written notice before the start or resumption of a **general meeting** at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the appointing member:

(a) revokes the proxy's appointment

(b) revokes the authority of a **representative** or agent who appointed the proxy

(c) is mentally incapacitated, or

(d) dies.

Directors

35. Number of directors

The **company** must have at least three and no more than nine directors.

36. Who can be a director

An individual is eligible to be a **company** director if they:

(a) are a member, or a **representative** of a member appointed under clause 27

(b) are 18 years of age or older

(c) have a director identification number

(d) give the **company** their signed consent to act as a **company** director, and

(e) are not ineligible to be a director under the **Corporations Act** or the **ACNC Act**.

37. How to become a director

(a) The initial directors are the individuals who have agreed to act as directors and who are named as proposed directors in the application for **company** registration.

(b) Subject to clause 35, the members may elect a director by passing a resolution. Each election must be by separate resolution.

38. The directors may appoint a director

The directors may appoint an individual as a director to fill a casual vacancy or as an additional director, if that individual meets the eligibility requirements set out in clause 36.

39. What happens if there are too few directors

If the number of directors is reduced to fewer than three or is less than the number required for a quorum, the continuing directors may act but only:

(a) in an emergency

(b) for the purpose of increasing the number of directors to three or the number required to form a quorum, or

(c) to call a general meeting.

40. Election of chairperson

The directors must elect a director as the **company**'s **chairperson** and may decide the period for which that person is to be **chairperson**.

The **chairperson's** responsibilities include:

(a) managing board meetings, including setting the agenda

(b) ensuring directors receive accurate, timely, and clear information

(c) ensuring effective communication with members, and

(d) managing disputes to ensure the **company** is run effectively.

41. Term of office

(a) Elected directors hold office for a term of two years and are eligible for re-election for further terms of two years each, and a maximum service limit of 10 consecutive years, unless the members resolve to extend the maximum service limit for a particular director.

(b) Directors appointed to fill a casual vacancy hold that office until the end of the term that would have been served by the former director they are replacing. Time spent filling a casual vacancy does not count towards a maximum service limit.

42. How to stop being a director

A director stops being a director if they:

(a) resign in writing to the secretary

(b) stop being a member

(c) are a **representative** of a member, and that member stops being a member

(d) are a **representative** of a member, and the member notifies the **company** that the **representative** is no longer a **representative**

(e) are removed from office under clause 43

(f) are appointed for a term of office and are not reappointed

(g) are disqualified from being a director under the **Corporations Act** or the **ACNC Act**, or

(h) die.

43. How to remove a director

The members may remove a director by passing a resolution at a **general meeting**. Clause 31 does not apply. Instead, the process is as follows:

(a) The members must provide notice of intention to move a **members' resolution** to remove a director at least 2 months before the meeting is to be held.

(b) The **company** must provide a copy of the notice to the director as soon as practicable after it is received.

(c) The director can give the **company** a written statement to circulate to the members and speak to the motion at the meeting.

(d) The members must pass a resolution to remove the director.

44. How to appoint and remove an auditor

The members may appoint an auditor by passing a resolution at a **general meeting**. The members may remove an auditor by passing a resolution in a **general meeting**.

Powers of directors

45. Powers of directors

45.1 Powers

(a) The directors may exercise all the powers of the company except any powers that, under the Corporations Act or this constitution, may only be used by members.

(b) The directors may borrow or raise money, charge any property or business of the **company** or give any other security for a debt, liability or obligation of the **company**.

45.2 Responsibilities

The directors are responsible for managing and directing the activities of the **company** to carry out the purpose(s) set out in clause 7.

The directors must decide on the responsible financial management of the **company** including:

(a) any suitable written delegations of power under clause 46, and

(b) how money will be managed – including how electronic transfers must be authorised, signed off or otherwise approved.

45.3 Limitations

The directors cannot remove a director or auditor. Directors and auditors may only be removed by a resolution passed at a **general meeting**.

46. Delegation of directors' powers

46.1 Directors may delegate powers

The directors delegate any of their powers and functions to:

(a) a committee

(b) a particular director

(c) a **company** employee (such as a chief executive officer) or

(d) any other person, as they consider it appropriate to do so.

46.2 Record-keeping

The **company** must keep appropriate records of any delegations of powers.

47. Payments to directors

The **company** must not pay fees for acting as a director (also called sitting fees). This does not stop the **company** from making the following types of payments:

(a) paying a director for work they do for the **company** other than as a director, or

(b) reimbursing a director for expenses they've properly incurred for work in connection with the **company's** affairs.

Any payment made under this clause must be no more than is fair and reasonable to the **company** and approved by the directors in accordance with clause 52.

48. Execution of documents

The **company** may execute a document if the document is signed in accordance with clause 5 by:

(a) two directors of the **company**

(b) a director and the secretary, or

(c) an individual or a combination of individuals authorised by the board for that purpose.

49. Validity

An act carried out by a director, or by a meeting of directors, or by a committee attended by a director, is not invalid just because:

(a) of a defect in the appointment of the director

(b) the individual is disqualified from being a director or has vacated office, or

(c) the individual is not entitled to vote,

if that circumstance was not known by the individual or the directors or committee, when the act was carried out.

Duties of directors

50. Governance Standards

The company must ensure that it complies with the ACNC Governance Standards and, if applicable, ACNC External Conduct Standards.

51. Duties of directors

The directors must comply with their duties:

(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 charitable purpose(s) of the **company** set out in clause 7

(c) to not misuse their position as a director

(d) to not 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 52

(f) to ensure that the financial affairs of the **company** are managed responsibly, and

(g) to not allow the **company** to operate while it is insolvent.

52. Conflicts of interest

A director who has a perceived or actual material conflict of interest in a **company** matter must let the other directors know.

The perceived or actual material conflict of interest, including the nature and extent of the interest and the relationship of the interest to the **company,** must also be recorded in the register of interests.

Each director who has a material personal interest in a matter must not:

(a) be present at the meeting while the matter is being discussed, or

(b) vote on the matter,

unless

(c) their interest arises because they are a member of the **company**, and the other members have the same interest

(d) 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 75)

(e) their interest relates to a payment by the **company** under clause 74 (indemnity), or any contract relating to an indemnity that is allowed under the **Corporations Act**

(f) the Australian Securities and Investments Commission (ASIC) makes an order allowing the director to vote on the matter, or

(g) the directors who do not have a material personal interest in the matter pass a resolution that:

i. identifies the director, the nature and extent of the director's interest in the matter and how it relates to the affairs of the **company**, and

ii. says that those directors are satisfied that the interest should not stop the director from voting or being present.

Directors' meetings

53. Directors' meetings

53.1 When the directors meet

The directors may decide how, where, when and how often they meet.

53.2 Calling directors' meetings

A director may call a directors' meeting by giving reasonable notice to all other directors, or by the secretary giving reasonable notice of the meeting to all directors. The notice can be in writing or by any other means of communication.

53.3 Chairperson for directors' meetings

The **chairperson** must chair directors' meetings.

The directors at a directors' meeting may choose another director to chair that meeting if the **chairperson**:

(a) is not present within 30 minutes after the starting time set for the meeting, or

(b) is present but does not want to act as **chairperson** of the meeting.

Where the votes on a proposed resolution are equal, the chair of the meeting does not have a second or casting vote, and the vote is taken as lost.

53.4 What is a quorum

The quorum for a directors' meeting is the presence of a majority of directors and must always be present during a directors' meeting.

53.5 If a quorum cannot be maintained

(a) If a directors' meeting cannot maintain a quorum due to one or more directors having a conflict of interest that prevents them from being present when a matter is discussed, directors may put the matter to the members at the next **general meeting**, or at an earlier time if it is reasonable to do so.

(b) The members can pass an ordinary resolution to deal with the matter.

54. Using technology to hold directors' meetings

The directors may hold their meetings (including hybrid meetings) by using any **virtual meeting platform**.

A director may only withdraw their consent to use the agreed-to platform within a reasonable period before the meeting.

55. Passing directors' resolutions at a meeting

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

56. Resolutions of directors without a meeting

A resolution can be passed without a meeting if all the directors entitled to vote on the resolution sign or otherwise agree to the resolution by:

(a) the method set out in clause 5, or

(b) confirming their agreement by reply email to the **company** within five business days.

The resolution is passed when the last director signs or otherwise agrees to the resolution.

Secretary

57. Appointment of secretary

(a) The **company** must have at least one secretary, who may also be a director.

(b) The secretary must be at least 18 years old.

(c) The secretary must give the **company** their signed consent to become a secretary before being appointed by directors.

(d) The directors must decide the terms and conditions under which the secretary is appointed, including any remuneration.

(e) The initial secretary is the individual who has agreed to act as a secretary and who is named as a proposed secretary in the application for **company** registration.

58. Role of secretary

The directors may delegate the following to the secretary:

(a) maintaining a register of the **company**'s members (see clause 12)

(b) maintaining the minutes and other records of **general meeting**s (including notices of meetings), directors' meetings and resolutions, and

(c) notifying the ACNC of applicable changes, such as the resignation or appointment of a director, change of address, or change to the constitution.

59. How to stop being a secretary

The secretary stops being secretary if they:

(a) resign in writing to the **company**

(b) are removed by resolution of the directors

(c) are disqualified from managing corporations under the **Corporations Act** or the **ACNC Act**, or

(d) die.

Financial matters

60. Funds

The **company**'s money must be deposited into a **company** bank account. The directors may decide to maintain a 'petty cash' fund for minor and incidental expenses. Withdrawals or deposits from the petty cash fund must be recorded.

61. Company's financial year

The **company**'s financial year is from 1 July to 30 June.

Minutes and records

62. Records of members' meetings

The **company** must, within one month, make and keep the following records:

(a) minutes of proceedings and resolutions of **general meetings**

(b) minutes of any other resolutions of members

(c) a copy of a notice of each **general meeting**, and

(d) a copy of any **members' statement** distributed to members under clause 31.3.

63. Records of directors' meetings

The **company** must, within one month, make and keep the following records:

(a) minutes of proceedings and resolutions of directors' meetings

(b) minutes of proceedings and resolutions of meetings of any committees, and

(c) minutes of any other resolutions of directors.

64. Signing minutes

64.1 Minutes of a meeting

The directors must ensure that minutes of a **general meeting** or a directors' meeting are signed in accordance with clause 5 and by:

(a) the chair of the meeting, or

(b) the chair of the next meeting.

64.2 Minutes of resolutions without meetings

The directors must ensure that the passing of a resolution without a meeting (of members or directors) is recorded and signed by a director within a reasonable time after the resolution is passed.

65. Financial and related records

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.

The **company** must also keep written records that correctly record its operations.

Records may be kept in physical or electronic format.

66. Inspecting the register of members

The **company** must allow members (and non-members upon payment of a fee) to inspect the register of members. To inspect the register, the person must submit their request in writing with their name, address and the purpose of their request.

Information that is accessed from the register of members must only be used in a manner relevant to the interests or rights of members as members or in a manner approved by the **company**.

67. Inspection of records

(a) The company must give a member access to the records set out in clause 62.

(b) The directors may give a member access to other records of the company. The directors may choose to provide limited access or redacted copies of these records.

68. How long records must be kept for

(a) The **company** must retain its records for at least seven years.

(b) The directors must take reasonable steps to ensure that the **company**'s records are kept safe.

69. Directors' access to documents

(a) A director has a right to access the **company**'s financial records at all reasonable times.

(b) The directors may resolve to give a director or former director access to other records, including documents provided for, or available to, the directors.

Notice

70. What is notice

Anything written to or from the **company** under any clause in this constitution is written notice and is subject to clauses 71 to 73 unless specified otherwise.

Clauses 71 to 73 do not apply to a notice of proxy under clause 34.4.

71. Notice to the company

Any communication under this constitution may be given to the **company,** the directors 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 the **company** chooses for notice to be provided to, or

(c) sending it to an email address the **company** has notified members is the **company**'s email address.

72. Notice to members

Written notice or any communication under this constitution may be given to a member:

(a) in person

(b) by sending it to the email address of the member (if any) nominated by the member for service of notices

(c) by posting it to, or leaving it at, the postal address of the member (if any) nominated by the member for service of notices, or

(d) by notifying the member via an email address they nominate that the notice is available for access via a website, in electronic form or at a specified place or address, if the member agrees to this method.

If a member elects to receive documents in physical form or electronic form, the **company** must take reasonable steps to send documents in the preferred manner.

73. When notice is taken to be given

If a notice is:

(a) delivered in person, or left at the recipient's physical address, then it is taken to be given on the day it is delivered

(b) sent by post, then it is taken to be given on the seventh **business day** after it is posted to the recipient's address, and postage costs are paid for

(c) sent by email, or other electronic method, then it is taken to be given when it is sent, unless the sender receives an automated message that the notice has not been delivered, or

(d) given under clause 72(d), then it is taken to be given on the **business day** after notification of the notice being available is sent, unless the sender receives an automated message that the notice has not been delivered.

If the delivery or receipt of a notice is not on a **business day**, or is after 5pm on a **business day**, it is deemed to be received at 9am the following **business day**.

Indemnity, insurance and directors' access

74. Indemnity

The company indemnifies its officers against any liability incurred in that capacity (other than to the company or a related body corporate), unless the liability did not arise out of conduct in good faith. In this clause and clause 75, 'officer' includes a director or secretary, and includes a director or secretary after they have stopped holding that office.

The indemnity is a continuing obligation and is enforceable by an officer:

(a) even if that individual is no longer an officer, and

(b) is enforceable without that individual first having to incur any expense or make any payment.

75. Insurance

To the extent permitted by law (including the **Corporations Act**), and if the directors consider it appropriate, the **company** may pay a premium for a contract that insures a current or former **company** officer against any liability they incur in that role.

Winding up

76. Winding up voluntarily

If permitted by law, the members may pass a **special resolution** at a **general meeting** to wind up the **company** voluntarily.

77. 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 which meets the requirements in clause 78.

78. Distribution of surplus assets

78.1 Distribution

Any **surplus assets** that remain on the winding up of the **company** must be distributed to one or more charities:

(a) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 7, and

(b) which also prohibits the distribution of any **surplus assets** to its members to at least the same extent as the **company**.

78.2 Making the decision

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 directors can do so. Failing that, the **company** may apply to the Supreme Court to make this decision.

79. Liability of members limited to the guarantee

Each member must contribute an amount not more than $10 (the guarantee) to the property of the **company** if the **company** is wound up:

(a) while they are a member, or within 12 months after they stop being a member, and

(b) if at the time of winding up, the debts and liabilities the **company** incurred before they stopped being a member, exceed the **company**'s assets. These debts and liabilities also include any costs incurred in winding up the **company**.

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

80. Gift fund

80.1 Establishing the fund

The **company** shall establish and maintain, for the purpose(s) of the **company** as set out in clause 7, a gift fund:

(a) to which all gifts of money or property for the principal purpose of the **company** are to be made

(b) to which contributions made in relation to an eligible fundraising event held for the principal purpose of the **company** are to be made

(c) to which any money received by the **company** because of such gifts or contributions is to be credited, and

(d) that does not receive any other money or property.

80.2 Bank account

(a) A separate bank account must be opened for the gift fund and only those items described in clause 80.1 must be deposited into that bank account.

(b) Any monies deposited in the gift fund will be kept separate from all other funds of the **company** and will only be used to further the purpose(s) of the **company** as set out in clause 7.

81. Endorsement as a deductible gift recipient

If the organisation is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following assets shall be transferred to another organisation with similar objects, which is charitable at law, to which income tax deductible gifts can be made:

(a) gifts of money or property for the principal purpose of the organisation

(b) contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation

(c) money received by the organisation because of such gifts and contributions.