Constitution

The Tasmanian Forests and Forest Products Network

**Overview**

This is the Constitution of The Tasmanian Forests and Forest Products Network (TFFPN) a public company limited by guarantee. The liability of its Members is limited to the amount they have agreed to pay in the guarantee. The Company must always have at least one Member and three Directors.

This Constitution sets out the basis on which the Company is to be managed. Nothing in this Constitution is intended to derogate from the Corporations Act 2001 (Cth) (the Corporations Act) which:

* imposes many obligations on the Company not reproduced in this Constitution; and
* overrules provisions in this Constitution to the extent of any inconsistency with the Corporations Act.

This Constitution replaces the replaceable rules in the Corporations Act. Unless expressly stated otherwise herein, words used in this Constitution which have a meaning defined in the Corporations Act have the same meaning in this Constitution.

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Constitution

# Definitions and Interpretation

## Definitions

In this Constitution:

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

**Annual General Meeting** means the annual general meeting of Members.

**Applicant** means a person who lodges an Application under this Constitution.

**Application** means an application for Membership.

**Appointed Director** has the meaning given in clause 13.2b.

**Auditor** means the auditor or auditors of the Company, if the Company is required to have one. If the Company is not required to have an auditor, but has one, then it includes any such auditor.

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

**Business Day** means Monday to Friday excluding public holidays in the State or Territory the Company is registered in.

**Chair** means the Director elected to the office of chair of the Board in accordance with clause 13.5.

**Company** means “The Tasmanian Forests and Forest Products Network (TFFPN)

**Constitution** means this Constitution, as amended.

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

**Deputy Chair** means the Director who is elected to such office in accordance with clause 13.5.

**Directors** means the members individually or collectively of the Board and includes both Elected Directors and Appointed Directors.

**Elected Director** has the meaning given in clause 13.2a.

**Extraordinary General Meeting** means a General Meeting of Members other than an Annual General Meeting.

**General Meeting** means an Annual General Meeting or an Extraordinary General Meeting of the Company.

**Member** means a person admitted to Membership in accordance with this Constitution.

**Membership** means Membership of the Company.

**Register** means the register of Members kept in accordance with the ACNC Act or Corporations Act.

**Registered Address** means the address of a Member shown in the Register.

**Registered Office** means the registered office of the Company.

**Representative** means a natural person described as a representative in clause 6.6.

**Secretary** means the Director who is elected to this office in accordance with clause 13.5.

**Treasurer** means the Director who is elected to this office in accordance with clause 13.5.

## Interpretation

In this Constitution, unless the context requires otherwise:

### a person includes a corporate body, association, firm, partnership, or other unincorporated body;

### a statute includes regulations under it and consolidations, amendments, re- enactments or replacements of any of them;

### this or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;

### a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Constitution;

### a word or phrase that is defined has the corresponding meaning in its other grammatical forms

### writing includes all modes of representing or reproducing words in a legible, permanent and visible form;

### the singular includes the plural and vice versa;

### a gender includes all other genders;

### The words “include” or “including” or any derivation thereof are not words of limitation; and

### headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Constitution.

# The Company

## Name and status of the Company

The name of the Company is The Tasmanian Forests and Forest Products Network (TFFPN) and it is a public company limited by guarantee.

## Replaceable Rules displaced

This document is the Company’s constitution which displaces all the replaceable rules applicable to a public company limited by guarantee as set out in the Corporations Act.Accordingly, none of the replaceable rules apply to the Company.

## Purpose and Objects

### The main purpose of the Company is to represent the views, aspirations and expectations of all those people who have a stake in the future of a sustainable Tasmanian forests, fine timber and wood fibre industry.

### In addition to the main purpose of the Company in clause 2.3at the organisational objectives of the company are to pursue:

#### Active community support for the industry (i.e. social licence);

#### Expansion of the industry’s skills base and development of sustainable career pathways;

#### A rationalised, affordable regulatory environment; and

#### Development of a positive investment environment.

## Powers

### The Company has:

#### the legal capacity and powers of an individual; and

#### all the powers of a body corporate (other than the power to issue shares).

### The Company however, has those capacities and powers only to the extent:

#### necessary or convenient, to carry out the Company's main purpose and objects; or

#### incidental to carrying out its purpose and objects.

## Amending this Constitution

### Subject to the remainder of this clause, the Members may amend this Constitution by passing a special resolution.

### The Members must not pass a special resolution that amends this Constitution if passing it causes the Company to no longer be a charity.

# Members’ liability and guarantee

## Liability of Members

The liability of each Member is limited to the amount of the guarantee set out in clause 3.2.

## Guarantee by Members

If the Company is wound up while a person is a Member (or within one year after they cease being a Member) then that person must contribute not more than ten dollars ($10.00) to the Company for:

### payment of the Company's debts and liabilities incurred before that person ceased to be a Member;

### payment of the costs, charges and expenses of winding-up the Company; and

### adjustment of the rights of the contributories among themselves.

# How Company’s income and property to be applied

## For the Company’s objects

All of the Company's income and property must be applied solely towards the promotion and achievement of the Company's main purpose and objects as set out in clause 2.3.

## No dividends to Members

Subject to clauses 4.3 and 17 of this Constitution the Company may not pay, or transfer, any of its income or property – either directly or indirectly - by way of dividend, bonus or otherwise to any person who is or has been a Member.

## Remuneration and expenses for Members

Regardless of clause 4.2, the Company may:

### pay remuneration in good faith for fair value and on an arms-length basis to any Member, officer or employee of the Company in return for any goods or services they provide to the Company in the ordinary and usual course of business;

### make a payment to a Member in carrying out the Company’s or the Fund’s purpose; or

### the Board may authorise the repayment of any expenses incurred by a Member for the Company, or in connection with performing their duties for the Company.

## Payments to Directors: restrictions, remuneration, expenses

### The Company must not pay any remuneration to a Director for services rendered in their capacity as a Director.

### If the Company is to pay any remuneration to a Director for services rendered in their capacity as an employee of the Company, then the Board must first resolve to approve the terms of that employment.

### Regardless of clause 4.4a the Board may authorise the repayment of any expenses a Director incurs for the Company, or in connection with performing their duties for the Company.

# Fees imposed by Company

### The Board will determine from time to time whether any Membership fees are or will be payable by the Members for or in respect of their Membership of the Company.

### The Board may determine:

#### different fees payable by each class or sub-class of Membership; and

#### the circumstances under which any fees are payable, including when fees are payable.

# Membership

## Members

### The Members are as follows (unless the Member has resigned under clause 6.8 or clause 6.10a, or been expelled under clause 6.10b):

#### the persons described in Schedule 2 who have therein signed their consent to be Members and are or will be specified in the application to register the Company lodged under section 117 of the Corporations Act; and

#### any other person the Board admits to Membership in accordance with this Constitution.

### The Membership comprises the following classes:

#### Individual Members, who are natural persons; and

#### Organisational Members, which are legal persons.

### The Board may determine sub-classes of Membership within each class, with a sub-class of Membership having the same rights and obligations as for the class of Membership of which it is a part, and may allocate or reallocate entities into or between such sub-classes.

## Register of Members

### The Company must keep and maintain the Register in accordance with the ACNC Act and the Corporations Act and otherwise as the Board determines.

### Any dispute that arises in relation to the Register must be referred to the Board whose decision regarding the dispute is final and binding on all Members (in the absence of manifest error).

## Eligibility for Membership

A person is eligible to be a Member if they satisfy all of the following conditions:

### are a participant in the forests and forest products industry in Tasmania;

### have demonstrated an interest in the Company; and

### pay the relevant fee.

## Membership is not transferable

A Member may not transfer their Membership to another person.

## Voting rights

### An Individual Member is entitled to one vote at a General Meeting of the Company.

### An Organisational Member is not entitled to vote at a General Meeting of the Company.

### The Board however may suspend an Individual Member's entitlement to vote if such Individual Member owes the Company any amount that is more than 3 months overdue (or such other period as the Board in its discretion determines).

## A Member’s representative

### If a Member or an Applicant is not a natural person, then it must appoint (in writing) a natural person as its Representative. Such Member may remove and replace its Representative by giving written notice to the Board in a form the Board from time to time approves.

### The Representative may, on the Member's behalf, exercise all the powers that the Member could exercise at a meeting or in voting on a resolution - unless those powers are restricted in a way set out in clause 6.6c.

### The document appointing a Representative may set out either or both of:

#### what the Representative is appointed to do; and

#### any restrictions on what the Representative may do.

### If the appointment is made by reference to a position held, then the appointment must identify the position.

### The Company must arrange for:

#### the name and address of the Representative to be entered in the Register; and

#### all correspondence and notices from the Company to the Member to be served on that Representative.

## Application for Membership

### An Application must be made in the form, and accompanied by any fee, which the Board has set.

### The Board will consider and, in its absolute discretion, accept or reject an Application. If the Board rejects an Application:

#### the Board must arrange for any money the Applicant has tendered with the Application to be repaid to such Applicant, without interest; and

#### the Board does not have to give any reasons for such rejection.

### An Applicant does not become a Member until the Company has:

#### received and accepted any fee that applies to the Application; and

#### the name and address of the successful Applicant (and its Representative if relevant) are entered in the Register.

### Each Member is liable for all taxes, duty and charges payable in respect of their Application, their Membership and any related transaction or document and each Member indemnifies the Company and will keep it indemnified in respect of any liability for all those amounts.

## When a Person stops being a Member

A person immediately stops being a Member if they:

### die

### are wound up or otherwise dissolved or deregistered (for an incorporated Member)

### resign, by writing to the secretary

### are expelled under clause 6.10, or

### have not responded within three months to a written request from the secretary that they confirm in writing that they want to remain a Member.

## Resigning from Membership

### A Member may resign their Membership by giving written notice to the Company. When the notice period expires, the Member ceases being a Member but:

#### they remain liable for any money they owe the Company; and

#### under clause 3.2, they remain liable for another 12 months.

### A Member will also resign if they owe the Company any amount which is overdue by more than 6 months or such longer period of time as may be determined by the Board. If a Member resigns under this clause, then the Board may reinstate their Membership if and when the outstanding amount is paid to the Company.

## Expelling and disciplining a Member

### The Board may - in the way described in clause 6.10b - expel a Member or implement appropriate disciplinary action if the Member:

#### has committed a breach of any obligation or duty under this Constitution; or

#### has engaged in conduct detrimental to the best interests of the Company.

### For any expulsion of, or disciplinary action against, a Member to be valid:

#### at least 21 days before the Board meeting at which the relevant motion or resolution is considered and voted on, the relevant Member must be given written notice of:

##### the meeting at which their proposed expulsion, or disciplinary action against them is to be considered;

##### the proposed motion or resolution; and

##### the particulars of the relevant Member’s alleged act, omission or conduct complained of;

#### at the meeting (and before the motion is put or resolution is voted on), the relevant Member must be given the opportunity to explain themselves in writing or orally (or both if they request it);

#### if the Member does give an explanation, then the Board must take such explanation into account; and

#### the relevant motion or proposed resolution must be passed by 75% of the Directors present and voting;

### The Board must arrange for the Member to be given written notice of any Board resolution on the matter; and

### If the Board having complied with the other requirements of this clause, resolves to expel the Member from the Company, then the Member’s Membership ceases when the Board serves them with the notice of the Board resolution to expel and the Member’s name will then be removed from the Register as set out in clause 6.11a.

## Removing expelled Member’s name from Register

### If a Member is expelled from the Company, then their name (and that of any Representative they have appointed) will be removed from the Register. The Company will have no liability to the Member in respect of their expulsion from the Company and the removal of their name from the Register.

### When a Member's name is removed from the Register, the Member no longer has:

#### any rights or privileges attaching to Membership; or

#### any rights which they had against the Company arising out of their Membership.

# General Meetings

## Annual General Meeting

The Company must hold an Annual General Meeting:

### in every calendar year;

### within five months after the end of its financial year; and

### at the time and place determined by the Board.

## Extraordinary General Meetings

An Extraordinary General Meeting may be convened:

### by the Board at such time and place as the Board thinks fit, (as long as the Board complies with the Corporations Act); and

### by Members’ requisition as allowed under the Corporations Act.

## Notice of General Meetings

### The Board must give at least 21 days' written notice of a General Meeting to the Members, the Directors and the Auditor (unless a change to that arrangement is made under clause 7.4. The notice must specify:

#### the place, the day and the hour of meeting (and if the meeting is to be held in two or more places, the technology to be used to facilitate this);

#### the general nature of the meeting’s business;

#### the details of any special resolutions to be proposed at the meeting; and

#### that Members are entitled to appoint a proxy who must be a Member.

### A Member that is a company is responsible for notifying its Representative of any General Meeting.

## Changing notice procedure for General Meetings

A General Meeting may be convened in a way other than, and on shorter notice than, as required by clause 7.3a provided that:

### all Members entitled to vote at the meeting consent to the change beforehand; and

### the notice and the shorter notice period comply with the Corporations Act.

## Failure to receive Notice

A meeting and its proceedings and resolutions are valid even if any one or more of the following occurs:

### the Company accidentally omits to give notice of a meeting to any Member; or

### any Member did not receive the relevant notice of the meeting.

# General Meetings: proceedings

## Use of conferencing technology

### The Company may hold a General Meeting at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate, including to hear and be heard.

### Anyone using this technology is taken to be present in person at the meeting.

## Business at the meeting

### The ordinary business of an Annual General Meeting may include:

#### considering any annual financial report, Directors’ report and Auditor’s report;

#### electing and appointing the Board or individual Directors; and

#### if the Company is required to have an auditor, appointing such Auditors and fixing the Auditor’s remuneration.

### All other business at an Annual General Meeting, and all business at an Extraordinary General Meeting, is regarded as special business.

## Quorum required

### For any business to be transacted at any General Meeting - except the adjournment of the meeting - a quorum must be present.

### The quorum for a General Meeting is 20% of the Membership, present in person or by Representative, proxy or attorney.

## If no Quorum present

If a quorum is not present within half an hour after the time appointed for a General Meeting then:

### if the meeting was convened on a Members’ requisition, then it will be dissolved; or

### in any other case, the meeting will be adjourned to the same day in the next week at the same time and place (or at such other place as the Chair decides). If at that adjourned meeting a quorum is not present within fifteen minutes after the time appointed for holding the meeting, then the Members present will be a valid quorum.

## Chair of the meeting

### The Chair or in the Chair’s absence, the Deputy Chair is to preside as chair at every General Meeting.

### If at any General Meeting neither the Chair nor the Deputy Chair is present within fifteen minutes after the time appointed for holding the meeting (or if neither is willing to preside), then the Members present are to choose a Director to preside. If no Director is present (or if all Directors present decline to preside), then those persons present will choose a Member who is present to preside as Chair.

## Adjourning (and resuming) a meeting

### The Chair of a General Meeting:

#### may, with the consent of the Members present and entitled to vote at any meeting, and at which a quorum is present, adjourn a meeting; and

#### must adjourn a meeting if the meeting directs them to do so.

### If the Chair adjourns a General Meeting, then they may do so to another time or place (or both).

### If a General Meeting is adjourned for one month or more, then the Company must arrange for a new notice of the adjourned meeting to be given.

### After an adjourned meeting is resumed, the only business that may be transacted at the resumed meeting is business that was unfinished before the adjournment.

## Auditor attending etc. meeting

The Auditor is entitled:

### to attend any General Meeting;

### to receive the same notices of, and other communications relating to, any General Meeting that a Member is entitled to receive; and

### to be heard at any General Meeting which the Auditor attends on any part of the business of the meeting which concerns the Auditor in that capacity. The Auditor’s right to be heard exists even if the Auditor retires at that meeting or if a resolution to remove the Auditor from office is passed at that meeting.

# General Meetings: voting

## Show of hands vote

Every item of business submitted to a General Meeting is to be decided in the first instance by a show of hands of the Members, or their Representatives, who are present and entitled to vote. The Chair will not have a casting vote.

## Evidence of resolution

It is conclusive evidence that a resolution has been passed (regardless of whether there is any proof of the number or proportion of the votes recorded in favour of or against the resolution) if:

### the Chair declares that a resolution has been passed or lost (having regard to the majority required); and

### an entry to that effect has been made in the Company's books and signed by the Chair of that, or the next meeting.

## Poll vote

### The Chair or any Member present (personally or by Representative, proxy or attorney) may demand a poll before, or on the declaration of the result of, a show of hands. Any person who has demanded a poll may withdraw their demand.

### A poll demanded on any question of adjournment must be taken before any adjournment.

### The poll is to be taken:

#### in the manner and at the time and place as the Chair of the meeting directs; and

#### either at once or after an interval or adjournment or otherwise.

### The result of the poll is to be the resolution of the meeting at which the poll was demanded.

### If there is a dispute as to the admission or rejection of a vote, then the Chair will finally determine that dispute.

### At a poll, the Chair will not have a casting vote.

## Continuing with other business before a Poll

After a poll has been demanded, the meeting may continue with any business other than the issue on which poll has been demanded.

# General Meetings: appointing a proxy

## Eligibility to be proxy

Any Member may:

### appoint a natural person who is a Member, or a Representative, as a proxy to vote on the Member's behalf at a General Meeting; and

### may direct the proxy to vote either for or against each or any resolution.

## Company receiving notice of proxy

### For an appointment of a proxy to be valid, the Company must receive the document appointing the proxy (and an original, or certified copy, of the power of attorney, if any, under which it is signed):

#### at least 48 hours before the time for holding the relevant meeting or adjourned meeting or poll; and

#### at one of:

##### the Registered Office;

##### a fax number at the Registered Office; or

##### a place, fax number or email address specified for such purpose in the notice of meeting.

### An instrument appointing a proxy is valid for any adjournment of the meeting to which it relates — unless it states something to the contrary.

## Form of proxy

An instrument appointing a proxy must be signed by the appointor, or his or her attorney, and must contain the following information:

### the Company name;

### the Member's name and address;

### the Member’s type of Membership;

### the proxy's name or the name of the office held by the proxy; and

### the meetings at which the appointment may be used.

## Proxy’s voting instructions

A document appointing a proxy may specify the way in which the proxy is to vote for a particular resolution. If it does so, then the proxy must vote on the resolution as specified.

## Proxy’s authority

A document appointing a proxy will be treated as giving the proxy:

### authority to demand, or join in demanding, a poll; and

### the power to act generally at the meeting for the person giving the proxy (except to the extent to which the proxy is specifically directed to vote for or against any proposal).

# General Meeting: appointing an attorney

## Member appointing an attorney

Any Member may, by duly executed power of attorney, appoint an attorney to act on the Member's behalf at all, or certain specified, meetings of the Company. If the attorney wishes to appoint a proxy for the Member granting the power of attorney, then the attorney must at the Registered Office (or any other place the Board determines) produce:

### the power of attorney for inspection; and

### any evidence the Board requires that it has been properly executed.

## Directors appointing an attorney of the Company

The Directors may, by power of attorney, appoint any person whether nominated directly or indirectly by the Directors to be an attorney or attorneys of the Company. The appointment:

### may be for any purposes and with powers, authorities and discretions (not exceeding those vested in, or exercisable by, the Directors under this Constitution);

### may authorise any attorney to sub-delegate all or any of the powers, authorities and discretions vested in them;

### may be for periods and on conditions as the Directors think fit; and

### may contain provisions for the protection and convenience of persons dealing with any attorney as the Directors think fit.

# General Meeting: voting by attorney or proxy

## Validity of vote after death or revocation

If a person who has appointed a proxy or attorney has either died or revoked the appointment but any notice in writing of the death or revocation has not been received at the Registered Office before the meeting, then a vote given in accordance within the terms of appointment will be valid.

## Appointor of proxy or attorney may attend

The appointor of a proxy or attorney may attend and take part in a meeting. Doing so does not revoke the appointment - unless the person votes on the resolution to which the appointment applies.

# Directors

## Number and qualifications

### The number of Directors comprising the Board will be at least 3 and no more than 9,

### Directors are not required to be a Member of the Company.

### 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 for the purpose of increasing the number of Directors to three (or higher if required for a quorum) or calling a General Meeting, but for no other purpose.

## Composition of the Board

The Board will consist of:

### up to 7 Directors appointed by the Members in accordance with clause 13.4 (**Elected Director**); and

### up to 2 Directors appointed by the Board appointed in accordance with clause 13.5 (**Appointed Director**).

## Length of appointment

### Each Elected Director will hold office:

#### from the end of the Annual General Meeting at which they were elected;

#### until the end of the third Annual General Meeting following their election - at which time, they must retire (but will be eligible for re-election).

### An Elected Director who retires under clause 13.3a.ii may nominate for election or re-election, however if a Director has held office for a period of nine years or more, they may only be re-appointed or re-elected by a special resolution.

### Each Appointed Director will hold office until the conclusion of the first Board meeting held after the next Annual General Meeting.

### An Appointed Director may be re-appointed by the Board provided he or she has not served as a Board member for a period of nine years or more.

## Election of Directors

### Directors will be elected as follows:

#### any two Members may nominate any candidate eligible to be elected and serve as a Director.

#### The nomination of any eligible candidate for election as a Director must be:

##### in writing and signed by the nominated person and their proposer and seconder; and

##### lodged with the Secretary at least 30 days before the Annual General Meeting at which the election is to take place (or any other scheduled General Meeting).

### If the number of nominated candidates:

#### is no more than the number of vacancies, then the Chair of the Annual General Meeting will declare those candidates elected as Directors.

#### is more than the number of vacancies, then the Company Secretary will arrange for balloting lists to be prepared containing the names of the candidates in an order determined by lot. The Board may determine the method of the ballot. Each Member is entitled to vote for any number of candidates not exceeding the number of vacancies.

#### is not enough to meet the required minimum number of Directors, then the Board must appoint a Member or Representative as Director (as long as the appointee consents) until there is at least the minimum number of Directors.

## Appointment of Directors

At the first Board meeting following each AGM, the Board may appoint up to 2 individuals as additional Board members, who do not have to be Members, and in doing so must take into account, in order:

### the desire to have a balance of skills and expertise amongst the Board members across a variety of fields, including but not limited to forests and forest products, law, accounting, human resources and marketing; and

### the desire to have representation from different regions and different forest industry segments.

## Officers on the Board

At the first meeting of the Board following an Annual General Meeting, the Directors will elect from among their number a Chair, a Deputy Chair, a Secretary and a Treasurer (one Director may fill more than one position). Each of them will hold office until the end of the next Annual General Meeting.

## Casual vacancies

The Board may appoint an eligible replacement Director to fill any casual vacancy on the Board. Such replacement Director holds office until the end of the next Annual General Meeting.

## Disqualification of Directors

The office of a Director will be vacated if the Director:

### dies;

### is a Member, or a Representative of a Member, which has become bankrupt or has made any arrangement or composition with their creditors;

### is a Representative of a Member which resigns or is expelled as a Member;

### is a Representative of a Member not being a natural person, and a winding up order is made in respect of that Member;

### becomes of unsound mind;

### is absent for three consecutive Board Meetings without leave of the Board (unless the Board resolves to the contrary);

### resigns from their Directorship by giving written notice to the Company; or

### ceases to hold office or becomes ineligible to be a Director of the Company by reason of any order under the ACNC Act or the Corporations Act.

## First Directors

The first Directors are the persons set out as Directors and described in paragraph 1 of the Reference who will or have been described as Directors in the application to register the Company lodged under section 117 of the Corporations Act. The first Directors will hold office until the end of the first Annual General Meeting, at which point at least one-third will cease being Directors but will be eligible for re-election.

# Powers of the Board

## Board controls and directs Company

### The control and direction of the Company and the management of its property and affairs are vested in the Board.

### The Board may exercise all powers of the Company not required to be exercised or done by the Company in General Meeting.

## Borrowing

The Board may raise money in any manner it thinks fit including by borrowing money (whether on the security of the Company's assets or not) and the issuing of a security for any other purpose - so long as this is done to further the Company's objects set out in clause 2.2.

## Investment

The Board may invest the Company’s money in any manner, and for any period, it thinks fit.

## Negotiable instruments

Two Directors, or one Director and some other Company officer authorised by the Board for the purpose, may sign, draw, accept, endorse or otherwise execute (as the case may be) the following documents for and on behalf of the Company: all cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company.

# Proceedings of the Board

## General

### The Board may meet for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.

### The Board must meet at least two (2) times a year.

## Use of technology in Board conferencing

### The Board may hold a meeting at two or more venues using any technology that gives the Directors as a whole a reasonable opportunity to participate, including to hear and be heard.

### Anyone using this technology is taken to be present in person at the meeting.

### The provisions of this Constitution regulating the proceedings of the Board apply so far as they are capable to such conferences.

## Notice of meeting

### At any time, the Board may convene a Board meeting by notice served on each Director. The Secretary is to arrange that notice at the request of the Chair or Deputy Chair.

### The proceedings of a Board meeting are valid even if:

#### the Company accidentally omitted to give notice of a meeting to any Director; or

#### any Director did not receive notice of the meeting.

## Quorum

A quorum for Board meetings is (unless the Board determines otherwise) if the number of Directors:

### is an even number, half of the Board plus one other Director; or

### is an odd number, the odd number nearest to, and greater than, half of the number of Directors.

## Chair

### The Chair, or in the Chair’s absence the Deputy Chair, is to chair every Board meeting.

### If at a Board meeting neither the Chair nor the Deputy Chair is present within fifteen minutes after the time appointed for holding that meeting (or if neither is willing to chair), then the Directors present will choose one of their number to chair the meeting.

## Voting

### Questions arising at any meeting will be decided by a majority of votes. Each Director present is entitled to one vote. The Chair does not have a casting vote.

### The Board however may suspend a Director’s entitlement to vote if the Director (or the Member for whom the Director is a Representative) owes the Company any amount and the amount owing is overdue by three (3) months or such longer period as the Board may determine.

## Circular Resolutions of Directors

### The Board may pass a circular resolution without a Board meeting being held.

### A circular resolution is passed if all the Directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in sub-clause c or sub-clause d.

### Each Director may sign:

#### a single document setting out the resolution and containing a statement that they agree to the resolution, or

#### separate copies of that document, as long as the wording of the resolution is the same in each copy.

### The Company may send a circular resolution by email to the Directors and the Directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.

### A circular resolution is passed when the last Director signs or otherwise agrees to the resolution in the manner set out in clause 15.7c or clause 15.7d.

## Delegation by the Board

### Subject to clause 15.8b, the Board may, as it thinks fit, delegate any of its powers to individual Directors or Members or to committees of the Board. Such a committee may consist of Directors or Members (or both) as the Board thinks fit. Any individual or committee must comply with any Board delegation or direction about how to execute their delegated powers.

### The Board may not delegate its power to delegate.

### The meetings and proceedings of any committee will be governed by the provisions of this Constitution that regulate the meetings and proceedings of the Board so far as they apply and so far as the Board has not replaced them.

## Defects in appointment

An act done in good faith by any meeting of the Board, any meeting of any committee of the Board or by any person acting as a Director will not be invalid merely because of:

### any defect in the election, appointment or tenure of a Director or person acting on any such committee; or

### the disqualification of any of them.

## Duties of Directors

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

#### 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;

#### to act in good faith in the best interests of the Company and to further the Company’s purpose and objects as set out and referred to in clause 2.3;

#### not to misuse their position as a Director;

#### not to misuse information they gain in their role as a Director;

#### to disclose any perceived or actual material conflicts of interest in the manner set out in clause 15.11;

#### to ensure that the financial affairs of the Company are managed responsibly; and

#### not to allow the company to operate while it is insolvent.

## Conflicts of interest

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

#### to the Board, or

#### if all of the Directors have the same conflict of interest, to the Members at the next General Meeting, or at an earlier time if reasonable to do so.

### The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.

### Each Director who has a material personal interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution) must not, except as provided under clauses 15.11d:

#### be present at the meeting while the matter is being discussed, or

#### vote on the matter.

### A Director may still be present and vote if:

#### their interest arises because they are a Member of the Company, and the other Members have the same interest;

#### 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 clause19.2);

#### their interest relates to a payment by the Company under clause 19.1 (indemnity), or any contract relating to an indemnity that is allowed under the Corporations Act;

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

#### the Directors who do not have a material personal interest in the matter pass a resolution that:

##### 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

##### provides that those Directors are satisfied that the interest should not prevent the Director from being present and/or voting on the matter.

# Convenor

### The Board must appoint a person to the office of Convenor either for a fixed term or, without limitation, as to period of appointment (but not for life), and may remove a person so appointed and appoint another instead.

### The responsibilities of the Convenor will be as determined by the Board from time to time.

### The Convenor may, subject to the terms of any agreement entered into in a particular case, receive such remuneration (whether by way of salary, commission, or partly in one way and partly in another) as the Board determines.

### The Board may, on such terms and conditions and with such restrictions as they think fit, confer on the Convenor any of the powers exercisable by the Board.

### Any powers so conferred may be concurrent with, or be to the exclusion of, the powers of the Board.

### The Board may withdraw or vary any of the powers so conferred on the Convenor.

# Board minutes and resolutions

## Making Board resolutions

The Board may make resolutions either:

### in a meeting, of which minutes must be kept as set out in clause 17.2; or

### by circulated resolution which must be made and kept as set out in clause 17.3.

## Minutes to be kept

The Board must arrange for:

### proper minutes to be made of the proceedings and resolutions of all meetings of the Company, the Board and committees of the Board;

### the minutes to be entered in minutes books kept for that purpose; and

### the minutes to be signed by the Chair of the meeting or by the Chair of the next meeting.

## Circulated Resolution General

### If all Directors have signed a document containing a statement that they are in favour of a resolution set out in the document, then that resolution is to be treated as having been passed as a Circulated Resolution at a meeting of the Board held at the time and date on which the resolution was last signed by a Director. (However, the reference to “all Directors” in this clause does not include any Director who is not entitled to vote on the Resolution.)

### Any Circulated Resolution may consist of several documents in identical terms, each signed by one or more Directors and must be entered in the relevant book of minutes of the Company.

## Evidence of proceedings and resolutions

A minute or Circulated Resolution recorded and signed in accordance with clause 17.2 or 17.3a to 17.3b (as the case may be) is evidence of the proceeding or resolution to which it relates (unless the contrary is proved).

# Accounts

## Accounts to be kept

The Board must arrange for the Company to keep proper books of account that:

### record true and complete accounts of the affairs and transactions of the Company; and

### give a true and fair view of the state of the Company's affairs and explain its transactions.

## Location and inspection of accounts

The Board must arrange for the books of account:

### to be kept at the Registered Office, or in a place or places it thinks fit; and

### to be open to the inspection of the Directors during usual business hours.

## Auditor

The Company will comply with the Corporations Act in relation to the appointment, removal and resignation of an Auditor.

## Financial Year

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

# Indemnity and Insurance

## Indemnity

### To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act, the Company indemnifies every person who is or has been a Director or a Secretary of the Company (Officer) against any liability (other than for legal costs) incurred by that person as an Officer of the Company (including liabilities incurred by the Officer as an Officer of a subsidiary of the Company where the Company requested the Officer to accept that appointment).

### To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act, the Company indemnifies every person who is or has been an Officer of the Company against reasonable legal costs incurred in defending an action for a liability incurred or allegedly incurred by that person as an Officer of the Company (including such legal costs incurred by the Officer as an Officer of a subsidiary of the Company where the Company requested the Officer to accept that appointment).

### The amount of any indemnity payable under clauses 19.1a and 19.1b will include an additional amount (GST Amount) equal to any GST payable by the Officer being indemnified (Indemnified Officer) in connection with the indemnity (less the amount of any input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a GST tax invoice for the GST Amount.

### The Directors may agree to advance to an Officer an amount which it might otherwise be liable to pay to the Officer under clause 19.1a on such terms as the Directors think fit but which are consistent with this clause, pending the outcome of any findings of a relevant court or tribunal which would have a bearing on whether the Company is in fact liable to indemnify the Officer under clause 19.1a. If after the Company makes the advance, the Directors form the view that the Company is not liable to indemnify the Officer, the Company may recover any advance from the Officer as a debt due by the Officer to the Company. This clause 19.1 does not exclude or limit any other powers the Company may have, including powers to grant indemnities to any person, including Officers.

## Insurance

### To the extent permitted by law and subject to the restrictions in section 199B of the Corporations Act, the Company may enter into or agree to enter into a contract of insurance, and pay or agree to pay premiums for, under or in respect of a contract of insurance, insuring a person who is or has been:

#### an “officer” of the Company (as that term is defined in the Corporations Act); or

#### an employee of the Company,

against liability incurred by the person in that capacity, including a liability for legal costs.

### This clause 19.2 does not exclude or limit any other powers the Company may have, including powers to enter into or agree to enter into, or pay or agree to pay premiums for, under or in respect of, contracts of insurance of any kind or insuring any person, including the persons referred to in clauses 19.2a.i and 19.2a.ii.

## Deeds of access, insurance and indemnity

### To the extent permitted by law and subject to the restrictions in section 199A and 199B of the Corporations Act, the Company may enter into deeds or agreements of access, indemnity and insurance with any person on such terms as the Board thinks fit.

### This clause 19.3 does not exclude or limit any other powers the Company may have to enter into contracts of any kind with any person.

# Notices

### The Company may serve notice on any Member in the ways shown in the left hand column of the table below. A notice will be taken to be served at the time shown in the right-hand column of that table on the relevant row. Any notice to be served on a Representative is served by serving it on the relevant Member.

|  |  |
| --- | --- |
| Way of serving notice | Timing of notice taken to be |
| Personally | When served |
| By sending it through the ordinary post to the Member's Registered Address | 3 days after the day it is posted. In proving service, it is sufficient to prove the envelope containing the notice was properly addressed and deposited as a prepaid letter at the post office or in some postal receptacle. |
| By leaving it at their Registered Address in an envelope addressed to the Member. | Business Day: The same day it is left at the Registered Address.  Non-Business Day: the next Business Day after it is left at the Registered Address. |
| By sending it to the fax number or email address (if any) nominated by the Member. | On the next Business Day after it is sent. |

### A certificate in writing signed by the Secretary or any officer of the Company that the envelope containing the notice was properly stamped, addressed and posted or delivered will be conclusive evidence of the service of such notice.

# Distribution on winding-up

### If on the winding-up or dissolution of the Company after all its debts and liabilities have been satisfied there remains any property, then that surplus property must not be paid to or distributed among the Members.

### Instead, such surplus property must be given or transferred to some other institution or institutions that have:

#### purposes and objects similar to or including the purposes and objects of the Company (if there is one); and

#### a Constitution which 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 clause 4.1 of this Constitution.

### Choosing which institution or institutions the Company will transfer such surplus property to must be done by:

#### a special resolution of the Members at or before the time of the Company’s dissolution; or

#### if no such special resolution is passed, then by a Judge or Registrar of the Supreme Court or such other court of competent jurisdiction.

1. – Reference Schedule
   1. **First Directors**

|  |  |
| --- | --- |
| Name of Director | Usual residential address |
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1. - Consents to become a Member

I consent to become a Member of the Company and as such I agree to be bound by the form of this Constitution.

|  |  |  |
| --- | --- | --- |
| Name of Member | Usual residential address | Membership Class |
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