

Corporations Act

Trinity Youth & Community Services

An Australian Public Company limited by Guarantee

CONSTITUTION

TABLE OF CONTENTS

1.	INTERPRETATION	4
2.	COMPANY NAME	5
3.	MISSION STATEMENT.....	5
4.	REPLACEABLE RULES.....	6
5.	OBJECTS OF THE COMPANY	6
6.	INCOME.....	8
7.	AMENDMENTS TO OBJECTS OF THE COMPANY.....	8
8.	LIABILITY OF MEMBERS	8
9.	WINDING UP	8
10.	ADMISSION TO MEMBERSHIP	8
11.	CEASING TO BE A MEMBER.....	9
12.	REGISTER OF MEMBERS	10
13.	GENERAL MEETINGS.....	11
14.	SPECIAL BUSINESS	11
15.	NOTICE OF GENERAL MEETING	11
16.	PROCEEDINGS AT GENERAL MEETING.....	12
17.	VOTES OF MEMBERS	14
18.	PROXY VOTES	15
19.	THE DIRECTORS.....	15
20.	DIRECTOR'S REMUNERATION	15
21.	APPOINTMENT OF DIRECTORS.....	15
22.	NOMINATION OF DIRECTOR.....	15
23.	VACATION OF OFFICE	16
24.	POWERS AND DUTIES OF THE DIRECTORS.....	17
25.	PROCEEDINGS OF DIRECTORS	18
26.	CHAIRPERSON	18

27.	RESOLUTIONS OF DIRECTORS.....	19
28.	DIRECTORS' INTERESTS.....	19
29.	VALIDITY OF ACTS OF DIRECTORS.....	21
30.	MINUTES AND REGISTERS	22
31.	NOTICES TO DIRECTORS.....	22
32.	COMMITTEES	23
33.	DELEGATION	23
34.	COMPANY SECRETARY	24
35.	NATIONAL DIRECTOR.....	24
36.	CHEQUES, BILLS ETC.....	25
37.	COMMON SEAL.....	25
38.	LOCAL MANAGEMENT	25
39.	APPOINTMENT OF ATTORNEYS AND AGENTS.....	26
40.	ACCOUNTS.....	27
41.	INSPECTION OF RECORDS.....	28
42.	AUDITORS	28
43.	OFFICERS: INDEMNITIES AND INSURANCE	28

1. Interpretation

1.1. In this Constitution unless the context requires otherwise:-

“**Advisory Committee**” has the meaning given in clause 32.

“**Auditor**” means the Company's auditor.

“**Board Committee**” has the meaning given in clause 32.

“**Business Day**” means a day that banks are open for general banking business in Melbourne, Australia.

“**National Director**” means the chief operating officer of the Company, appointed pursuant to clause 35.

“**Chairperson**” means the person appointed as Chairperson pursuant to clause 26.

“**Company**” means **the name of the Company as specified in clause 2;**

“**Constitution**” means the constitution of the Company as amended from time to time.

“**Corporations Act**” means the Corporations Act 2001 (Cth) as modified or amended from time to time.

“**Deputy Chairperson**” means the person appointed as Deputy Chairperson pursuant to clause 26.3.

“**Director**” includes any person occupying the position of director of the Company.

“**Directors**” means all or some of the Directors acting as a board;

“**Financial Year**” means a 12 month period ending on 31 December.

“**Member**” means a person accepted into Membership of the Company according to the provisions contained in this Constitution.

“**Mission Statement**” means the Mission Statement described in clause 3.

“**Month**” means calendar month.

“**National Director**” means a person appointed by the board as Chief Executive Officer or CEO.

“**Office**” means the registered office for the time being of the Company.

“**Register**” means the register of Members of the Company.

“**Registered Address**” means the last known address of a Member as noted in the Register.

“**Seal**” means the common seal of the Company and includes any official seal of the Company;

“**Secretary**” means any person appointed by the Directors to perform any of the duties of a secretary of the Company and if there are joint secretaries, any one or more of such joint secretaries.

“**State**” means the State of Queensland;

- 1.2. The singular shall mean and include the plural and vice versa and any gender shall mean and include all other genders;
- 1.3. References to any statutory enactment shall mean and be construed as references to that enactment as amended, modified and re-enacted from time to time;
- 1.4. The headings used in this Constitution are for ease of reference only and shall not affect the Constitution or interpretation of this Constitution;
- 1.5. Words importing persons shall include corporations;
- 1.6. Except so far as the contrary intention appears in this Constitution, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.

2. Company Name

The name of the Company is Trinity Youth & Community Services.

3. Mission Statement

- 3.1. The mission of the company is to relieve poverty and disadvantage suffered by young people in the areas of education, training, employment and social exclusion.

- 3.2. To provide the skateboarding community with opportunity and leadership in situations of adversity or disadvantage to work to overcome exclusion and hopelessness, bring unity, equality, educational participation and a stable social environment enabling individuals in such necessitous circumstances to grow in self confidence, overcome challenging circumstances, regain self-worth and bring beneficial transformation to the wider public and community at large.
- 3.3. Making a positive impact on young people through early intervention, community development, mentoring, social inclusion and youth programs both directly and indirectly integrated with the sport of skateboarding.
- 3.4. To conduct activities in context of relationship and alignment with the Christian Church and its wider mission to provide practical assistance to enable individuals to overcome poverty, disadvantage and exclusion.

4. Replaceable Rules

To the extent permitted by law the Replaceable Rules contained in the Corporations Act do not apply to the Company.

5. Objects of the Company

- 5.1. The objects for which the Company is established are:
 - 5.1.1. To relieve the impact of disadvantage, poverty and social exclusion through community development and youth outreach both within and through the positive aspects of the sport of skateboarding as a means to engagement and achievement of this objective.
 - 5.1.2. Through skateboarding and skateboarding related activities provide context including capital development of public facilities for public benefit and provision of social and community services therein.
 - 5.1.3. To establish and maintain principles, values and programs and events with the purpose of alleviating poverty and exclusion amongst youth engaged in skateboarding and advocating for improvements with the objective of seeing a reduction in the impact of disadvantaged conditions in the wider community;

- 5.1.4. Provide educational activities that enable “at risk” young people to access appropriate community resources, training and education as a means of overcoming poverty.
 - 5.1.5. In addition the company may undertake cause related events, advocacy and other activities aligned to the founding purpose in relation to youth development, education and initiatives to enable social inclusion;
 - 5.1.6. To conduct such charitable activities as are conducive to the purposes of the company including, without limiting the generality thereof, assistance to persons in necessitous and in particular impaired poverty and exclusion related circumstances;
 - 5.1.7. To maintain relationships with and participate in the strategies of organisations with similar or complementary purposes and activities where appropriate to further the purposes of the company, in particular with regard to initiatives that reduce crime and improve health both mental and physical;
 - 5.1.8. To encourage established, new and prospective persons participating in the activities of the company or any affiliated organisations to involve themselves in the fellowship, pastoral care and education activities of established Christian churches;
 - 5.1.9. To make known and further the purposes of the company in any form, including (a) to enter into communications or agreements with any person, body of persons, institution, corporation, government department or other body and (b) to publish and distribute newsletters and tracts and to arrange meetings or forums; and
 - 5.1.10. To do all such other things as may appear to be incidental or conducive to the attainment of the above purposes or any one of them.
- 5.2. The Company exists solely for the above objects, as may be amended from time to time in accordance with the Constitution.
 - 5.3. The powers set forth in Section 124(1) of the Corporations Act shall apply to the Company insofar as they are not inconsistent with any other clauses contained in this Constitution.

6. Income

The assets and income of the Company shall be applied solely in furtherance of its above-mentioned objects and mission and no portion shall be distributed directly or indirectly to the members of the Company except as bona fide compensation for services rendered or expenses incurred on behalf of the Company.

7. Amendments to Objects of the Company

Clauses 8, 9, 10 and 11 of this Constitution contain conditions upon which a licence is granted by the Australian Securities and Investments Commission to the Company in pursuance of the provisions of Section 151 of the Corporations Act. For the purpose of preventing any evasion of these provisions, the Members shall not amend such clauses in any manner which would result pursuant to Section 151 of the Corporations Act in the Company losing the licence granted.

8. Liability of Members

- 8.1. The liability of the Members of the Company is limited.
- 8.2. Every Member of the Company undertakes to contribute to the assets of the Company in the event the Company is wound up while he or she is a Member or within one (1) year afterwards for payment of the debts and liabilities to the Company contracted before the time at which he or she ceased to be a Member and the costs, charges and expenses of winding up and for an adjustment of the rights of contributories among themselves such amount as may be required, not exceeding Twenty Dollars (\$20.00).

9. Winding Up

In the event of the organisation being dissolved, the amount that remains after such dissolution and the satisfaction of all debts and liabilities shall be transferred to another organisation with similar benevolent purposes which is not carried on for the profit or gain of its individual members.

10. Admission to Membership

- 10.1. The number of Members is unlimited.

10.2. The Members of the Company are:

10.2.1. the persons who consented to become Members in the application for registration of the Company; and

10.2.2. any person admitted to membership in accordance with this clause 10.

10.3. Applications for membership of the Company must be made in writing and be signed by the applicant.

10.4. The Directors will consider each application for membership at the next Directors' meeting after the application is received.

10.5. In considering an application for membership, the Directors must not accept an application unless the applicant has given his her or its written undertaking to the effect that they are in general agreement with the objects and Mission Statement of the Company.

10.6. As soon as practicable following acceptance of an application for membership, the Secretary will send the applicant written notice of the acceptance. An applicant for membership becomes a Member upon such acceptance.

10.7. The rights and privileges of every Member are personal to each Member and are not transferable by the Member's own act or by operation of law.

11. Ceasing to be a Member

11.1. The Membership of any Member shall be deemed to be personal and (in addition to any other requirements, including Clause 24, and grounds for cessation of Membership set out in this Constitution) a Member's membership of the Company will immediately cease:

11.1.1. if the Member gives the Secretary written notice of resignation, from the date of receipt of that notice by the Secretary;

11.1.2. If the Member shall die.

11.1.3. If the Member shall become of unsound mind. If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, his or her committee or trustee or

such other person who properly has the management of his or her estate may not exercise any rights of the Member.

11.1.4. If the Member shall fail to attend four (4) consecutive general meetings of the Company without first being granted leave of absence.

11.1.5. If the Member is personally interested in any contract or proposed contract with the Company of which the Member is aware and fails to declare the nature of the Member's interest as required by the Corporations Act.

11.1.6. if a liquidator is appointed in connection with the winding-up of the Member;
or

11.1.7. if an order is made by a Court for the winding-up or deregistration of the Member.

11.2. The Directors may terminate any Member from the Membership of the Company PROVIDED THAT:-

11.2.1. Before expelling any Member it shall give notice in writing to that Member of its intention to do so stating reasons for such action.

11.2.2. It shall specify in such notice a time and place at which that Member may appear before the Directors to show cause why such Member should not be expelled with such time to be not less than fourteen (14) days from the date of the notice.

11.2.3. The resolution of the Directors is passed by a majority of three quarters of the Members present voting by secret ballot.

11.3. Any Member ceasing to be a Member will remain liable for and will pay to the Company any moneys which were due to the Company at the date of ceasing to be a Member.

12. Register of Members

The Secretary shall keep the Register of Members in accordance with the Corporations Act.

13. General Meetings

- 13.1. A general meeting shall be held at least once in every calendar year, and not more than fifteen (15) months after the holding of the last preceding general meeting at such time and place as is prescribed by the Company in general meeting.
- 13.2. In default of a general meeting being so held a general meeting shall be held in the month next following and may be convened by any Member or Members in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.
- 13.3. The above-mentioned general meetings shall be called ordinary general meetings; all other general meetings shall be called extraordinary or special general meetings.

14. Special Business

- 14.1. Special general meetings of the Company may be called at any time by any Member who first files a written request with the Secretary. The notice shall specify the business to be discussed and include any resolutions to be introduced at the meeting. Additional items may be added to the agenda with the agreement of seventy-five percent (75%) of those attending. Such additional items may be reintroduced for consideration at the next regular meeting if written objection is provided to the Secretary by any Member not in attendance if such objection is provided to the Secretary within a period of fourteen (14) days after the sending of the minutes of such special meeting.
- 14.2. All business shall be deemed special that is transacted at an extraordinary or special general meeting with the exception of the consideration of the accounts, balance-sheets and the report of the Directors and Auditors prescribed by the Act, the election of Directors and other officers in the place of those retiring by rotation and the fixing of the remuneration of the auditors.

15. Notice of General Meeting

- 15.1. Notices shall be served according to the requirements of the Corporations Act, specifying the place, the day and the hour of meeting and in case of special business the general nature of that business shall be given in the manner prescribed by the Company in general meeting, to such persons as are under the regulations of the Company entitled to receive such notices from the Company, whether a special

resolution is to be proposed at the meeting and the term of the resolution but with the consent of all the Members entitled to receive notice of some particular meeting that meeting may be convened by such shorter written notice and in such manner as those Members think fit.

- 15.2. A notice may be given by the Company to any Members either personally or by sending it by post to him or her to his or her registered address or to the address supplied by him or her to the Company for the giving of notices to him or her or by telex, facsimile transmission, e-mail, telephone or other method of written, audio or audio visual communication.
- 15.3. Any notice shall be deemed, in the absence of proof to the contrary, to have been received by the party to whom it was sent:-
- 15.3.1. In the case of hand delivery, upon the date of such delivery.
- 15.3.2. In the case of prepaid post, on the second day next following the date of dispatch.
- 15.3.3. In the case of facsimile transmissions, at the time of transmission, provided that, following the transmission, the sender receives the transmission confirmation report.
- 15.3.4. In the case of e-mail transmission, at the time the sender receives a return receipt or at the time the transmission is received by the recipient whichever is the earlier.
- 15.4. Unless in any such case it would be deemed to have been received on a day which is not a Business Day in the place where addressed, or after 5.00 p.m. on a Business Day, in which event it shall be deemed to have been received on the next Business Day.
- 15.5. The accidental omission to give notice of meeting to or the non-receipt of notice of a meeting by any Member shall not invalidate the proceedings at any meeting.

16. Proceedings at General Meeting

- 16.1. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Unless otherwise provided, seven Members personally present shall be a quorum.

- 16.2. If within thirty (30) minutes from the time appointed for the meeting a quorum is not present at the meeting, if convened upon the requisition of Members, the meeting shall be dissolved, in any other case it shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within thirty (30) minutes from the time appointed for the meeting, the Members present shall be a quorum.
- 16.3. The Chairperson, or in the Chairperson's absence the Deputy Chairperson, will be the chairperson at every general meeting of the Company.
- 16.4. The Directors present may elect a chairperson of a general meeting if:
 - 16.4.1. there is no Chairperson or Deputy Chairperson; or
 - 16.4.2. neither the Chairperson nor Deputy Chairperson is present within 15 minutes after the time appointed for holding the general meeting; or
 - 16.4.3. the Chairperson and Deputy Chairperson are unwilling to act as chairperson of the general meeting.
- 16.5. If no election is made under clause 16.4, then:
 - 16.5.1. the Members may elect one of the Directors present as chairperson of the general meeting; or
 - 16.5.2. if no Director is present or is willing to take the chair, the Members may elect one of the Members present as chairperson of the general meeting.
- 16.6. The Chairperson may, with the consent of any meeting at which a quorum is present, (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but; no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten (10) days or more at any one time notice of the adjourned meeting shall be given as in the case of an original meeting. Except as stated above it shall not be necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 16.7. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is requested by this Constitution or is (before or on the declaration of the result of the show of hands) demanded by at least one Member

present in person and unless a poll is so demanded or requested a declaration by the Chairperson that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, and on entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

- 16.8. A poll demanded on the election of the Chairperson or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken at such time as the Chairperson directs.
- 16.9. A resolution in writing signed by all the Members entitled to vote on the resolution and containing a statement that they are in favour of the resolution shall be as valid as if it had been passed at a duly convened meeting of Members. Such resolution may consist of several documents in identical form each signed by one or more Members.
- 16.10. The Members may meet together either in person or by telephone, telex, radio, conference television or any other form of technology, audio or audio-visual instantaneous communication for the despatch of business and adjourn and otherwise regulate their meetings at they think fit. A resolution passed by such a conference shall, notwithstanding that the Members are not present together at one place at the time of the conference, be deemed to have been passed at a meeting of the Members held on the day and at the time at which the conference was held. The provisions of this Constitution relating to proceedings of Members shall apply, insofar as they are capable of application, to such conferences.

17. Votes of Members

- 17.1. Every Member shall have one vote.
- 17.2. A resolution other than a special resolution signed by all the Members of the Company for the time being shall be as valid and as effectual as if it had been passed at a meeting of the Members duly called and constituted and the Members may sign separate copies of the resolution or document circulated for that purpose.
- 17.3. An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered. Any such objection shall be referred to the Chairperson, whose decision is final. A vote not disallowed pursuant to such an objection is valid for all purposes.

18. Proxy Votes

18.1.1. There will be no proxy voting at Members' Meetings.

19. The Directors

19.1. The number of Directors of the Company shall be at least three (3), but no more than ten (10).

19.2. The Directors shall serve for terms of two years.

19.3. Each year, the Directors who have completed their two year term shall retire and an election shall be held as herein provided to fill the positions vacated.

19.4. No Director shall be eligible to serve more than three consecutive terms, but will be eligible for re-election after standing down for at least one year

20. Director's Remuneration

A Director shall not be paid for serving as a director, however the Directors may be paid all reasonable travelling and other expenses properly incurred by them in connection with the business of the Company as approved by resolution of the Directors and payment as an employee of the Company where the terms of employment have been approved by resolution of the Directors.

21. Appointment of Directors

21.1. The initial Directors of the Company are the persons who have consented to act as directors and are set out in the Company's application for registration as a Company. Those persons hold office subject to the Constitution.

21.2. All Directors, other than the initial Directors, must be appointed by the Members by election at a general meeting.

22. Nomination of Director

22.1. A person is not eligible for election as a Director at a general meeting unless a written notice has been left at the Office:

22.1.1. stating that the Member nominates the person for election as a Director;

22.1.2. stating that the person consents to the nomination; and

22.1.3. signed by the proposing Member and the nominated person.

22.2. A notice given in accordance with clause 22.1 must be left at the Office at least 14 days before the relevant general meeting.

22.3. A written notice referring to all Director vacancies and each candidate for election, must be sent to all Members at least seven days before every general meeting at which an election of a Director will take place.

23. Vacation of office

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

23.1.1. is prohibited by the Corporations Act or other legislation from holding office or continuing as a Director;

23.1.2. is liable to have a person appointed, under a law relating to the administration of estates of persons who through mental or physical incapacity are incapable of managing their affairs, to administer it;

23.1.3. resigns by notice in writing to the Company;

23.1.4. is removed by a resolution of the Company in general meeting;

23.1.5. is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act;

23.1.6. Holds any office of profit under the Company (other than as provided by clause 20 of this Constitution);

23.1.7. Becomes an insolvent under administration;

23.1.8. Absents himself or herself without leave first obtained from four (4) consecutive meetings of the Directors;

23.1.9. If his or her office be declared vacant by special resolution of the Directors; or

23.1.10. Dies.

23.2. A director shall not vote in respect of any contract or proposed contract in which he or she is interested or any matter arising thereout, and if he or she does so vote his or her vote shall not be counted.

24. Powers and Duties of the Directors

24.1. Without prejudice to any general powers of the Directors set out in this Constitution, the Directors shall have the following powers and duties:

24.1.1. To set the strategic direction of the Company.

24.1.2. To approve the annual budget of the Company and monitor its progress.

24.1.3. To review, evaluate, restate or change any set of objectives and standards by which the Company is governed.

24.1.4. To assess continually the extent to which the Company has met the Company's objectives, purposes and standards in the period since the previous meeting of the Directors.

24.1.5. To make policy which will assist in the meeting of the Company's objectives, purposes and standards.

24.1.6. To appoint committees which shall be subject to the control of the Directors and delegate any of the powers and authority of the Directors, except as prohibited by the Corporations Act or this Constitution to be delegated to a committee.

24.1.7. To make such disbursements from the funds and properties of the Company as are required to fulfill the objectives and purposes of the Company as more fully set out in this Constitution and generally to conduct, manage and control the affairs and business of the Company and to make such rules and regulations that it deems appropriate that are not inconsistent with the Corporations Act or this Constitution.

24.2. Subject to the Corporations Act, this Constitution and any regulations made by the Company in general meeting, the business and powers of the Company shall be managed and exercised by the Directors. No regulation made by the Company in general meeting shall invalidate any prior valid act of the Directors.

25. Proceedings of Directors

- 25.1. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes. Any director may, and the Secretary on the requisition of a director shall, at any time summon a meeting of the Directors.
- 25.2. The Directors may meet together either in person or by telephone, telex, radio, conference television or any other form or technology, audio or audio-visual instantaneous communication for the despatch of business and adjourn and otherwise regulate their meetings at they think fit. A resolution passed by such a conference shall, notwithstanding that the Directors are not present together at one place at the time of the conference, be deemed to have been passed at a meeting of the Directors held on the day and at the time at which the conference was held. The provisions of this Constitution relating to proceedings of Directors shall apply, insofar as they are capable of application, to such conferences.
- 25.3. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be one-third of its Directors present provided that such number is not less than two (2).
- 25.4. In the event that the number of Directors is reduced below the number fixed by or pursuant to this Constitution as the necessary quorum of Directors, the Directors may act for the purpose of calling a general meeting of the Company but for no other purpose.

26. Chairperson

- 26.1. The Directors shall at the first Directors' meeting following each annual general meeting, elect by ordinary majority resolution a Director as Chairperson.
- 26.2. The Chairperson's term of office as Chairperson shall expire on the earlier to occur of the conclusion of the first annual general meeting after he or she was last elected as Chairperson or the expiry of the Chairperson's term of office as a Director where not re-elected as Director.
- 26.3. The Directors may elect a Director as Deputy Chairperson to act as chairperson in the Chairperson's absence.

- 26.4. The Directors present may elect a chairperson of a Directors' meeting if:
- 26.4.1. there is no Chairperson or Deputy Chairperson; or
 - 26.4.2. neither the Chairperson nor Deputy Chairperson is present within 15 minutes after the time appointed for holding the Directors' meeting; or
 - 26.4.3. the Chairperson and Deputy Chairperson are unwilling to act as chairperson of the Directors' meeting.
- 26.5. A Director so appointed shall have his or her appointment automatically terminated if he or she ceases from any cause to be a Director.

27. Resolutions of Directors

- 27.1. If all the Directors have signed a document containing a statement that they are in favour of a resolution of the Directors in the terms set out in the document, a resolution in those terms shall be deemed to have been passed at a meeting of the Directors held on the day on which the document was signed and at the time at which the document was last signed by a Director of, if the Directors signed the document on different days, on the day which, and at the time at which, the document was last signed by a Director.
- 27.2. For the purposes of clause 27.1, two (2) or more separate documents containing statements in identical terms each of which is signed by one or more Directors shall together be deemed to constitute one (1) document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents.
- 27.3. A reference in clause 27.1 to all the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution.

28. Directors' interests

- 28.1. No contract made by a Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which any Director may be in any way interested is avoided or rendered voidable merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.

- 28.2. No Director contracting with or being interested in any arrangement involving the Company is liable to account to the Company for any profit realised by or under any such contract or arrangement merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.
- 28.3. A Director is not disqualified merely because of being a Director from contracting with the Company in any respect.
- 28.4. A Director or a body or entity in which a Director has a direct or indirect interest may:
- 28.4.1. enter into any agreement or arrangement with the Company;
 - 28.4.2. hold any office or place of profit other than as auditor in the Company; and
 - 28.4.3. act in a professional capacity other than as auditor for the Company,
- and the Director or the body or entity can receive and keep beneficially any remuneration, profits or benefits under any agreement or arrangement with the Company or from holding an office or place of profit in or acting in a professional capacity with the Company.
- 28.5. A Director who has a material personal interest in a matter that is being considered at a Directors' meeting must not:
- 28.5.1. be present while the matter is being considered at the meeting; or
 - 28.5.2. vote on the matter,
- unless permitted by the Corporations Act to do so, in which case the Director may:
- 28.5.3. be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
 - 28.5.4. sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
 - 28.5.5. vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
- 28.6. A Director may be or become a director or other officer of, or otherwise interested in, any related body corporate or any other body corporate promoted by the Company or

in which the Company may be interested as a vendor, shareholder or otherwise and is not accountable to the Company for any remuneration or other benefits received by the Director as a director or officer of, or from having an interest in, that body corporate.

28.7. Without limiting his or her other obligations, a Director who is an employee, board member or contractor of a Member that has a material financial interest in a matter that is being considered at a Directors' meeting must not:

28.7.1. be present while the matter is being considered at the meeting; or

28.7.2. vote on the matter,

unless the other Directors resolve otherwise.

28.8. A Director who is an employee or board member of a Member may disclose to that Member any information (confidential or otherwise) about the affairs, finances and accounts of the Company that comes into the Director's possession from time to time, subject to requiring the Member to maintain the confidentiality of any confidential information. This right will not apply if:

28.8.1. the exercise of such a right is inconsistent with this Constitution or the Director's fiduciary or other legal duties; and

28.8.2. the Board has directed that such information not be disclosed to the relevant Member.

29. Validity of acts of Directors

If it is discovered that:

29.1.1. there was a defect in the appointment of a person as a Director; or

29.1.2. any of the circumstances specified in clause 23 applied to a person appointed as a Director,

all acts of the Directors before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

30. Minutes and registers

- 30.1. The Directors must cause minutes to be made of:
- 30.1.1. the names of the Directors present at all Directors' meetings and meetings of Board Committees;
 - 30.1.2. all proceedings and resolutions of general meetings, Directors' meetings and meetings of Board Committees;
 - 30.1.3. all resolutions passed by Directors in accordance with clause 27;
 - 30.1.4. all appointments of officers;
 - 30.1.5. all orders made by the Directors and Board Committees; and
 - 30.1.6. all disclosures of interests made under clause 28.
- 30.2. Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body.
- 30.3. The Company must keep all registers required by this Constitution and the Corporations Act.

31. Notices to Directors

- 31.1. A notice may be given by the Company to any Director either personally or by sending it by post to him or her to his or her registered address or to the address supplied by him or her to the Company for the giving of notices to him or her or by telex, facsimile transmission, e-mail, telephone or other method of written, audio or audio visual communication.
- 31.2. Any notice shall be deemed, in the absence of proof to the contrary, to have been received by the party to whom it was sent:-
- 31.2.1. In the case of hand delivery, upon the date of such delivery.
 - 31.2.2. In the case of prepaid post, on the second day next following the date of dispatch.

31.2.3. In the case of facsimile transmissions, at the time of transmission, provided that, following the transmission, the sender receives the transmission confirmation report.

31.2.4. In the case of e-mail transmission, at the time the sender receives a return receipt or at the time the transmission is received by the recipient whichever is the earlier.

Unless in any such case it would be deemed to have been received on a day which is not a Business Day in the place where addressed, or after 5.00 p.m. on a Business Day, in which event it shall be deemed to have been received on the next Business Day.

32. Committees

32.1. The Directors may establish either or both of the following:

32.1.1. committees with powers delegated by the Directors (Board Committees); and

32.1.2. advisory committees, with no delegated powers, to advise the Directors on specified matters (Advisory Committees).

32.2. Board Committee members and Advisory Committee members will be appointed by the Directors.

32.3. At least one member of each Board Committee must be a Director.

32.4. Meetings of any Board Committee or Advisory Committee will be governed by the provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors. The provisions apply as if each Board Committee or Advisory Committee member was a Director.

32.5. Clause 27 regarding written resolutions applies to resolutions of Board Committees and Advisory Committees as if each Board Committee or Advisory Committee member was a Director.

33. Delegation

33.1. The Directors may, upon any terms and conditions or restrictions as they see fit, delegate any of their powers, other than those which by law must be dealt with by the Directors as a board, to:

- 33.1.1. a Board Committee;
- 33.1.2. a Director;
- 33.1.3. an employee of the Company; or
- 33.1.4. any other person.

- 33.2. A Board Committee to which, or person to whom, any powers have been delegated must exercise their powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- 33.3. A Board Committee to which, or person to whom, any powers have been delegated may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.
- 33.4. The Directors may at any time revoke any delegation of power.

34. Company Secretary

A Secretary shall be appointed by, and may at any time be removed by, the Directors. The Directors may at any time appoint a temporary substitute for the Secretary and such Secretary shall carry out such duties required of a Secretary under the Corporations Act and as the Directors may from time to time allocate to him or her.

35. National Director / CEO

- 35.1. Subject to these Rules, the Directors may from time to time appoint a National Director or CEO for such period and on such terms as the Directors think fit and subject to the terms of any agreement entered into in any particular case, may dismiss the National Director.
- 35.2. The National Director / CEO shall be responsible for the supervision and control of the operation and management of the affairs of the Company and he or she will: -
 - 35.2.1. perform such other functions as may be approved by the Directors from time to time; and
 - 35.2.2. implement the directions and resolutions of the Directors from time to time.

- 35.3. In the event of the appointment of a company Director as National Director, that Director will cease to be regarded from the date of effect of appointment as a Director and a vacancy in the Directors will arise at that time.
- 35.4. The National Director shall be entitled to and shall attend all meetings of Directors and may attend all meetings of the Committees except during the consideration of any matter concerning the CEO personally.

36. Cheques, Bills etc

Cheques, bills of exchange, promissory notes or other negotiable instruments shall be drawn, made, signed, accepted or endorsed by such person or persons and in such manner as the Directors shall from time to time resolve.

37. Common Seal

37.1. If the Company has a Seal:

37.1.1. the Directors must provide for the safe custody of the Seal;

37.1.2. the Seal must not be used without the authority of the Directors;

37.1.3. every document to which the Seal is affixed must be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Directors to countersign the document.

38. Local management

38.1. The Directors may provide for the management and transaction of the affairs of the Company in any places and in such manner as they think fit.

38.2. Without limiting clause 38.1 the Directors may:

38.2.1. establish local boards or agencies for managing any of the affairs of the Company in a specified place and appoint any persons to be members of those local boards or agencies; and

38.2.2. delegate to any person appointed under clause 38.2.1 any of the powers, authorities and discretions which may be exercised by the Directors under this Constitution,

on any terms and subject to any conditions determined by the Directors.

38.3. The Directors may at any time revoke or vary any delegation under this clause 38.

39. Appointment of attorneys and agents

39.1. The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the Corporations Act appoint any person to be the attorney or agent of the Company:

39.1.1. for the purposes;

39.1.2. with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution);

39.1.3. for the period; and

39.1.4. subject to the conditions,

determined by the Directors.

39.2. An appointment by the Directors of an attorney or agent of the Company may be made in favour of:

39.2.1. any member of any local board established under this Constitution;

39.2.2. any company;

39.2.3. the members, directors, nominees or managers of any company or firm; or

39.2.4. any fluctuating body of persons whether nominated directly or indirectly by the Directors.

39.3. A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.

39.4. The Directors may appoint attorneys or agents by facsimile transmission, telegraph or cable to act for and on behalf of the Company.

39.5. An attorney or agent appointed under this clause 39 may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in it.

40. Accounts

40.1. True accounts shall be kept of the sums of money received and expended by the Company and the matter in respect of which such receipt or expenditure takes place and of the property, credits and liabilities of the Company and subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being shall be open to the inspection of the Members. Once at least in every year the accounts of the Company shall be examined by one or more properly qualified auditor or auditors who shall report to the Members in accordance with the Corporations Act.

40.2. The books of account shall be kept at the registered office of the Company or at such other place or places as the Directors think fit and shall always be open to the inspection of the Directors.

40.3. The Directors shall cause to be prepared and to be presented before the Company in general meeting audited profit and loss accounts, balance sheets and reports as at the 31st December in each year.

40.4. A copy of every balance sheet, profit and loss accounts and reports (including every document required by the Corporations Act to be annexed or attached to such reports and/or accounts) which is to be laid before the Company in general meeting together with a copy of the Auditor's report shall not less than seven (7) days before the date of the meeting be sent to all persons entitled to receive notices of general meetings of the Company.

40.5. The Company shall receive all monies and/or other properties for use by the Company according to the objects and purposes contained in this Constitution. However, nothing contained in this Constitution shall require the Directors to accept or receive any money or property of any kind if it shall determine in its discretion that receipt of such money or property is contrary to the expressed purposes and objects of the Company set out in this Constitution.

40.6. No material disbursement of Company money or property shall be made until it is first approved by the Directors. However, Directors shall have the authority to appropriate specific sums to fulfill the objects and purposes of the Company as set out in this Constitution and to direct the committees, officers and staff of the Company from time to time to make disbursements to implement said appropriations. Expenses incurred by the Company in total during a financial year shall not exceed the Income for that year.

41. Inspection of records

41.1. Except as otherwise required by the Corporations Act the Directors may determine whether and to what extent, and at what times and places and under what conditions, the financial records and other documents of the Company or any of them will be open for inspection by Members other than Directors.

41.2. Except as otherwise required by the Corporations Act a Member other than a Director does not have the right to inspect any financial records or other documents of the Company unless the Member is authorised to do so by a court order or a resolution of the Directors.

42. Auditors

Auditors shall be appointed by the Directors and their duties regulated in accordance with the Corporations Act.

43. Officers: Indemnities and Insurance

43.1. In this clause, "Officer" means a Director, a Chair of any Committee established by the Directors, a Secretary and any other person who holds an "executive" position as determined by resolution of the Directors.

43.2. To the extent permitted by Part 2D.2 of the Corporations Act:-

43.2.1. The Company indemnifies every person who is or has been an Officer of the Company or of a wholly-owned subsidiary of the Company against any liability for costs and expenses incurred by that person in defending any proceedings, including but not limited to those brought under fundraising legislation in Queensland and other states, in which judgement is given in that person's favour, or in which the person is acquitted, or in connection with an

application in relation to any proceedings in which the Court grants relief to the person under the Corporations Act; and

43.2.2. The Company indemnifies every person who is or has been an Officer of the Company or of a wholly-owned subsidiary of the Company against any liability incurred by that person, as an Officer of the Company or of a wholly-owned subsidiary of the Company, to another person including but not limited to any liability arising under the Act (other than the Company or a related body corporate of the Company) unless the liability arises out of conduct involving a lack of good faith.

43.3. The Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Company or of a subsidiary of the Company against a liability:-

43.3.1. Incurred by the person in his capacity as an Officer of the Company or a subsidiary of the Company or in the course of acting in connection with the affairs of the Company or a subsidiary of the Company including but not limited to any action under the Corporations Act or otherwise arising out of the Officer's holding such office PROVIDED THAT the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a subsidiary of the Company or a contravention of Sections 182 and 183 of the Corporations Act ; or

43.3.2. For costs and expenses incurred by that person in defending proceedings, whatever their outcome.

43.4. The Company shall have the power at the discretion of, and to the extent determined by, the Directors to indemnify any other person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action including that brought under the Act by reason of the fact that such person is or was an agent, officer or employee of the Company, against expenses actually and reasonably incurred by such person in connection with the defence or settlement of such action if such person acted in good faith, in a manner the Directors believe to be in the best interests of and in furtherance of the objects of the Company and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

43.5. Any indemnification by the Company under clause 43.4 shall be made only if authorised by the Directors in the specific case, upon a determination that such indemnification is proper in the circumstances by a majority vote of a quorum consisting of Directors who are not parties to such proceeding.