

**Company Constitution
of
Volunteering and Contact ACT
A Public Company Limited by Guarantee**

Amended and adopted at the Annual General Meeting of Volunteering and Contact ACT Limited on 24 November 2020.

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Company Constitution of Volunteering and Contact ACT

Part A - Introductory Provisions

1. Interpretation

- 1.1 Words used in this Constitution shall take their meaning as set out in the clause ***Specific Definitions***.
- 1.2 Any words not defined in this Constitution shall have their meaning as defined in the Act and if the words are not defined, shall take their ordinary meaning.
- 1.3 In this Constitution, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
 - (b) each gender includes the other genders;
 - (c) the reference to persons includes a natural person and any partnership, association, body, an authority or entity whether incorporated or not;
 - (d) references to a person includes the legal personal representatives, employees, agents, contractors, successors, and permitted assigns of that person;
 - (e) writing and written includes printing, typing and other modes of reproducing words in a visible form including, but not limited to, any representation of words in a physical document or in an electronic communication or form or otherwise;
 - (f) a reference to signing documents includes signing by electronic or other means determined as acceptable by the Board from time to time;
 - (g) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
 - (h) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
 - (i) all headings contained in this Constitution are for guidance and do not form part of the substance of the Constitution;
 - (j) a reference to a document or instrument, including this Constitution, includes all of its clauses, paragraphs, recitals, parts, schedules and annexures and includes the document or instrument as amended, novated, supplemented or replaced from time to time.
- 1.4 A clause that deals with an expression with a special meaning in a particular Part or Division of the Act, has the same meaning as that Part or Division of the Act, unless a contrary intention appears.

2. Specific definitions

2.1 In this Constitution, unless there is something in the subject or context which is inconsistent:

- (a) "Act" means the *Corporations Act 2001* (Cth);
- (b) "Annual General Meeting" means the annual general meeting of the Company;
- (c) "Board" means the Board of Directors elected or appointed in accordance with this Constitution;
- (d) "Chair" means the person appointed under the clause Chair to preside at any General Meeting of the Company or any meeting of the Board of Directors as specified in this Constitution;
- (e) "Constitution" means this Constitution as amended or supplemented from time to time;
- (f) "Company" means the Company referred to in the clause Company name;
- (g) "Deputy Chair" means the Deputy Chair appointed under the clause Deputy Chair, and
- (h) "Director" means any person holding the position of a Director of the Company and Directors means the directors for the time being of the Company or as the context permits such number of them as have authority to act for the Company;
- (i) "Financial Member" means a Member who has paid all annual Membership Fees due and payable under the clause Membership Fee;
- (j) "General Meeting" means the Annual General Meeting or any Special General Meeting of the Company;
- (k) "ITAA 1997" means the Income Tax Assessment Act 1997 (Cth);
- (l) "Majority" means over fifty percent (50%);
- (m) "Member" means a Member of the Company pursuant to the clause Admission and includes the parties referred to in Schedule 1;
- (n) "Membership Fee" means the annual membership fee provided for in the clause Membership Fee;
- (o) "Non-Financial Member" means a Member who has not paid all the Membership Fees due and payable under the clause Membership Fee;
- (p) "Non-Voting Member" means a Member who is not entitled to vote at a General Meeting under this Constitution;
- (q) "Objects" means the Objects of the Company as set out in the clause Objects;
- (r) "Policies" means the Policies or Policy of the Company as created and amended from time to time in accordance with the clause Policies;
- (s) "Secretary" means the person appointed as the Secretary of the Company in accordance with this Constitution and includes any assistant or acting secretary;

- (t) "Special General Meeting" means a special general meeting of the Company;
- (u) "Term of Office" means the term of office of a Director, which is twenty-four (24) months from the Annual General Meeting at which they are appointed as a Director;
- (v) "Voting Member" means:
 - (i) a Financial Member entitled to vote at a General Meeting under this Constitution; or
 - (ii) a Member described in the first subclause of the clause **Membership Classes**.

3. Company name

3.1 The name of the Company is "Volunteering and ContactACT".

4. Company type

4.1 The Company is a public company limited by guarantee under the Act.

5. Replaceable rules

5.1 Subject to Part 2B.4 of the Act, the replaceable rules do not apply to the Company.

6. Objects

- 6.1 The Company is a Public Benevolent Institution within the meaning of Item 4.1.1 of section 30-45 of the ITAA 1997 and has the following Objects:
- (a) To provide access to reliable information and to be a key enabler of volunteering services.
 - (b) To be an active link between people, government and non-government organisations.
 - (c) To foster community networks and undertake research, advocacy, projects, public education programs and events.
 - (d) To support volunteers and agencies which provide community services for the relief of distress, illness, poverty, delinquency and helplessness, and to improve the quality of life.
 - (e) To provide volunteers for the relief of distress, illness, poverty, delinquency and helplessness, and to improve the quality of life.

7. Patrons

- 7.1 The Board may invite persons deemed to be of appropriate standing in the community to become patrons of the Company ("Patrons").
- 7.2 The Board may determine the rights and obligations of Patrons.

8. Company powers

- 8.1 The Company can only exercise the powers in section 124(1) of the Act to:
- (a) carry out the Objects of the Company set out in the clause Objects; and

- (b) do all things incidental or convenient in relation to the exercise of power under this clause.

Part B - Membership

9. Admission

9.1 The Members of the Company are:

- (a) the persons who are specified in the application for registration of the Company as persons who consent to becoming Members; and
- (b) any other person admitted to membership by the Board in accordance with this Constitution.

10. Membership classes

10.1 The Directors may, from time to time, determine:

- (a) the various classes of membership of the Company;
- (b) any restriction in the number of Members or the number of Members within each class;
- (c) the qualifications for admission to each class; and
- (d) the rights attached to being a Member in each class.

11. Eligibility

11.1 To be eligible to be a Member of the Company:

- (a) Individual Membership - the person must be an individual interested in pursuing the Objects of the Company and is supportive of the mission and vision of the Company; and
- (b) Organisation Membership - the organisation, group, company, association or body must be supportive of the mission, vision and Objects of the Company.

11.2 The Board:

- (a) may only admit a person or other entity who meets the criteria in the preceding subclause to be a Member of the Company; and
- (b) will consider potential or perceived conflicts of interest when evaluating membership applications.

12. Membership process

12.1 Every applicant for membership of the Company must submit an application to the Board in a form approved by the Board from time to time which must:

- (a) be in writing;
- (b) be signed by the applicant;

- (c) identify the membership class to which the application relates; and
- (d) be accompanied by the appropriate Membership Fee.

12.2 The Board must consider any valid application for membership at the next Board meeting of the Company after the Board receives the application.

12.3 The Board is not required to give any reason for the rejection of an application.

12.4 If the Board accepts a person's application for membership the Secretary must notify the applicant in writing.

12.5 If the Board refuses a person's application for membership, the Secretary must:

- (a) notify the applicant in writing; and
- (b) return the applicant's Membership Fee (if any).

13. Register of Members

13.1 The Board must maintain an accurate and up-to-date register of Members and, to this end:

- (a) a Member who changes address or another material detail must promptly give notice of that change in writing to the Board; and
- (b) the Board must make any necessary change to the register of Members upon receiving a written notice in accordance with the preceding paragraph (a).

14. Rights of Members

14.1 Members will have:

- (a) the right to attend, speak and vote at all General Meetings;
- (b) the right to stand for nomination to the Board; and
- (c) such further and other rights as the Board determines from time to time.

15. Members' obligations

15.1 The Constitution constitutes a contract between each Member and the Company and each Member agrees to be bound by the Constitution and Policies.

15.2 All Members must comply with and observe the Constitution and Policies and any determination or resolution which may be made or passed by the Company or the Board.

15.3 This Constitution is governed by and is to be construed in accordance with the laws of the Australian Capital Territory. Each Member and the Company irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

16. Membership Fee

- 16.1 Each Member must pay an annual Membership Fee as determined by the Board from time to time.
- 16.2 Membership Fees fall due as and when the Board determines from time to time.
- 16.3 Membership does not come into effect until the appropriate Membership Fee has been paid.
- 16.4 The Board may discount or waive the Membership Fee, whether in full or in part, for a Member as and when it sees fit.
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17. Non-payment of Membership Fees

- 17.1 A Member whose Membership Fee is in arrears:
- (a) by less than three (3) months - is a Non-Financial Member; or
 - (b) by three (3) months or more - ceases to be a Member.
- 17.2 The Board may, at its sole discretion and on such terms as it thinks fit, reinstate a Member if the Member pays all their arrears of Membership Fees.
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18. Cessation of membership

- 18.1 In addition to the first subclause 18.1(b) in the preceding clause, a Member ceases to be a Member if they:
- (a) give the Secretary written notice of their resignation;
 - (b) becomes of unsound mind or whose estate becomes liable to be dealt with in any way under a law relating to mental health; or
 - (c) enter into liquidation (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver or official manager or provisional liquidator is appointed;
 - (d) commit an act of bankruptcy, and
- a Member also ceases to be a Member if they refuse or neglect to comply with the provision of this Constitution or commit any conduct which, in the opinion of the Board, is unbecoming of a Member or prejudicial to the interests of the Company.
- 18.2 The Secretary must notify a Member in writing if the membership is terminated as a result of the preceding subclause and provide the reason for the termination.
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19. Appeal to cessation of membership

- 19.1 If any Member ceases to be a Member as a result of the second subclause in the preceding clause ("Terminated Member"), the Terminated Member may lodge a written appeal ("the Appeal") to the Secretary to be reinstated.
- 19.2 The Board must review the Appeal at the next Board meeting after the Secretary receives the Appeal.
- 19.3 If the Board decides to reinstate the Terminated Member, the Secretary must notify the Member in writing of their reinstatement within seven (7) days of the Board making its decision.

PART C - GENERAL MEETINGS

20. Annual General Meeting

20.1 The Company must hold an Annual General Meeting in accordance with the Act.

21. Special General Meetings

21.1 All General Meetings, other than the Annual General Meetings is a Special General Meeting.

21.2 The Board may convene a Special General Meeting:

- (a) as required under this Constitution;
- (b) as required under the Act; and
- (c) at anytime it thinks fit.

22. General Meetings

22.1 The Board must give at least twenty-one (21) days' notice of every General Meeting to:

- (a) every Member, except those Voting Members who (having no registered address within Australia) have not supplied to the Company an address within Australia;
- (b) every Director; and
- (c) the auditor or auditors of the Company,

except:

- i. for special resolutions which require notice in accordance with the Act; and
- ii. where there is an agreement for shorter notice between the Voting Members.

22.2 A notice of a General Meeting must include:

- (a) the place of the meeting;
- (b) the date of the meeting;
- (c) the time of the meeting; and
- (d) the business to be transacted at the General Meeting.

22.3 A General Meeting may, at the sole discretion of the Board, be held in two or more places linked together by any technology that:

- (a) gives the Members present at those places a reasonable opportunity to participate in proceedings;
- (b) enables the Chair to be aware of proceedings in each place; and
- (c) enables the Members in each place to vote on a show of hands and on a poll.

22.4 If a General Meeting is held in two (2) or more places in accordance with the preceding subclause:

- (a) a Member present at one of the places is taken to be present at the General Meeting; and

- (b) the Chair of that General Meeting may determine at its sole discretion which place the meeting is taken to have been held.
- 22.5 The auditor (if any) is entitled to attend any general meeting and to be heard by the members on any part of the business of the meeting that concerns the auditor in the capacity of auditor.
- 22.6 The company must give the auditor (if any) any communications relating to the general meeting that a member of the company is entitled to receive.

PART D - PROCEEDINGS AT GENERAL MEETINGS

23. Quorum for General Meetings

- 23.1 No business can be transacted at a General Meeting unless a quorum is present.
- 23.2 The quorum for any General Meeting is the lesser of:
- (a) fifteen (15) Voting Members; or
 - (b) ten percent (10%) of Voting Members.
- 23.3 For the purpose of this clause, "Voting Member" includes a person attending as a proxy or a representative of an entity which is a Voting Member.
- 23.4 If a quorum is not met within thirty (30) minutes of the start of the meeting, the meeting is adjourned and notice must be sent to all Voting Members for an Adjourned Meeting to take place in fourteen (14) days' time.
- 23.5 At the Adjourned Meeting, the number of Voting Members actually present in person or by proxy will constitute a quorum for that Adjourned Meeting.

24. Presiding at meetings

- 24.1 The Chair presides at every General Meeting.
- 24.2 If:
- (a) there is no Chair; or
 - (b) the Chair is not present within fifteen (15) minutes after the time appointed for the General Meeting; or
 - (c) the Chair is unwilling to act,
- then the Deputy Chair will act as Chair.
- 24.3 If:
- (a) there is no Deputy Chair; or
 - (b) the Deputy Chair is not present within fifteen (15) minutes after the time appointed for the General Meeting; or
 - (c) the Deputy Chair is unwilling to act,

the Voting Members present will elect a Voting Member to be Chair for that meeting only.

25. Adjourning meeting

- 25.1 The Voting Members present at a General Meeting may by Majority resolution adjourn the meeting from time to time and place to place.
- 25.2 If a General Meeting is adjourned for thirty (30) days or more, the Secretary must give all Members notice of the time and place of the adjourned General Meeting twenty-one (21) days prior to the adjourned General Meeting.
- 25.3 A notice of an adjourned meeting does not need to state the business to be transacted.
- 25.4 The business transacted at any adjourned meeting must only be the business left unfinished at the General Meeting from which the adjournment took place.

26. Proceedings and voting

- 26.1 At any General Meeting a resolution put to the vote will be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- (a) by the Chair; or
 - (b) by at least two (2) Members present in person or by proxy.
- 26.2 Except where a poll is demanded, the following will be conclusive evidence of the result of a resolution:
- (a) a declaration by the Chair that a resolution has on a show of hands been carried (unanimously or by a particular majority) or lost; and
 - (b) entry in the minutes of the Company showing the result of that resolution.
- 26.3 A resolution is carried if supported by a Majority of Voting Members present at a General Meeting in person or by proxy.
- 26.4 The Chair of that General Meeting has a second or casting vote if the vote on any resolution is tied.
- 26.5 Any poll must be taken in such a manner as the Chair directs, subject to the following subclause.
- 26.6 Notwithstanding the preceding subclause, a poll demanded on the election of a Chair or on a question of adjournment must be taken immediately.
- 26.7 The result of any poll is the resolution of the General Meeting at which the poll was demanded.
- 26.8 A Non-Financial Member cannot vote at any General Meeting.

Validity of Votes and Resolutions

- 26.9 To the extent it is necessary to determine the validity of votes at a General Meeting:
- (a) the Chair will make any determination in relation to the validity of any votes; and
 - (b) the determination of the Chair, if made in good faith and free from manifest error, will be final and conclusive.

26.10 No person may object to the validity of any vote cast at a General Meeting except at that General Meeting or adjourned General Meeting at which that vote is cast and every vote not disallowed or rejected at any such General Meeting is valid for all purposes.

26.11 A resolution or decision of a General Meeting will not be invalidated on the grounds that:

- (a) a Member or person voting at the General Meeting was not entitled to do so, or there was some other deficiency in their power or authority to vote; or
- (b) there was any accidental omission to give notice, accidental giving of insufficient notice or the non-receipt of any notice by any person entitled to receive notice of the General Meeting.

27. Proxy

27.1 A Voting Member may by written instrument appoint another person to act as their proxy to attend, speak and vote in their place at a General Meeting.

27.2 An instrument appointing a proxy is not valid and must not be recognised by the Chair of the General Meeting unless it complies with this clause **Proxy**.

27.3 A Non-Voting Member cannot appoint a person to act as their proxy to attend and speak in their place at a General Meeting.

27.4 An instrument appointing a proxy must be sent by the Voting Member to the Secretary at least forty-eight (48) hours before the time for holding the General Meeting or adjourned General Meeting at which the Voting Member proposes to vote.

27.5 The instrument appointing a proxy must be in the form approved by the Board from time to time.

27.6 An instrument appointing a proxy must be in writing and signed by:

- (a) the Voting Member; or
- (b) the Voting Member's attorney; or
- (c) if a corporation - in accordance with the Act or authorised representative of the company.

27.7 An instrument appointing a proxy must include the power of attorney or other authority (or a certified copy of that power or authority), under which it is signed.

27.8 A Voting Member may instruct his proxy in favour of or against any proposed resolutions.

27.9 A proxy may vote as he thinks fit, unless otherwise instructed.

27.10 On a show of hands every person present who is a:

- (a) Voting Member; or
- (b) an authorised representative, attorney or proxy of a Voting Member, has one vote.

27.11 The instrument appointing a proxy confers authority on the proxy to demand or join in demanding a poll.

27.12 On a poll every Voting Member present:

- (a) in person; or
- (b) by proxy; or
- (c) by attorney; or
- (d) by other duly authorised representative,

has one vote on their own behalf and one vote for every proxy they hold.

27.13 A vote given in accordance with the terms of an instrument of proxy or attorney is valid notwithstanding:

- (a) the previous death or unsoundness of mind of the Voting Member; or
- (b) the revocation of the instrument or the authority under which the instrument was executed,

if no indication in writing of such death, unsoundness of mind or revocation has been received by the Secretary before the commencement of the General Meeting or adjourned General Meeting at which the instrument is used.

28. Resolution outside General Meeting

28.1 A written resolution signed by all Members entitled to vote is valid and effectual as if it had been passed at a General Meeting duly convened and held.

28.2 Any such resolution may consist of several documents in like form, each signed by one or more Members.

PART E – BOARD OF DIRECTORS

29. Directors

29.1 The Board of Directors must consist of at least three (3) Directors.

29.2 The maximum number of Directors is to be fixed by the Directors but must not be more than ten (10) unless the Members in a General Meeting resolve otherwise, by way of ordinary resolution.

30. Appointment of Directors

30.1 The Members will appoint Directors by a resolution passed at an Annual General Meeting.

30.2 Each of the Directors must be appointed by a separate resolution, unless:

- (a) the Members present have first passed a resolution that the appointments may be voted on together; and
- (b) no votes were cast against that resolution.

30.3 A person is eligible for appointment as a Director if they:

- (a) are a Member of the company;
- (b) are nominated by two Members or representatives of Members entitled to vote;

- (c) give the company their signed consent to act as a Director of the company; and
 - (d) are not ineligible to be a Director under the Corporations Act or the ACNC Act.
- 30.4 The Board must select a group of persons comprising the "Nominations Committee", of which the Chair must be a member.
- 30.5 It is the responsibility of the Nominations Committee to
- (a) select and nominate persons for appointment as Directors under this Constitution; and/or
 - (b) interview, vet, and otherwise make recommendations to the Board and/or the Members as to whether a nominated person is suitable or appropriate to be appointed as a Director.
- 30.6 For the avoidance of doubt, a person does not have to be nominated for appointment by members of the Nominations Committee to be considered for appointment as a Director.

31. Term of Appointment of Directors

- 31.1 Director's Term of Office:
- (a) commences from the end of the Annual General Meeting in which they were elected; and
 - (b) immediately and automatically ceases at the Annual General Meeting twenty-four (24) months from the date on which they were appointed.
- 31.2 In the event a Director resigns as or otherwise ceases as a Director before the completion of their Term of Office they will be taken to have served their whole Term of Office.
- 31.3 Where a Director is appointed by the Board under clause 30.1, that Director's Term of Office commences if and when their appointment is confirmed at the Annual General Meeting following their appointment as a Director.

32. Limits on Re-Appointment

- 32.1 Subject to clause 31.1, a Director:
- (a) can be appointed for a maximum of three (3) Terms of Office (which need not be consecutive); and
 - (b) must not act as Director for a period which is longer than three (3) Terms of Office, commencing from the date of the Annual General meeting at which the Director was first appointed
- 32.2 For the avoidance of doubt, a Director may only seek re-appointment as a Director if the Director's subsequent Term of Office following such appointment will not result in the Director contravening clause 32.1.
- 32.3 A Director who has held office for three (3) Terms of Office may only be re-appointed by a special resolution of Members at an Annual General Meeting.
- 32.4 Subject to clause 32.5, a Director who is re-appointed by a special resolution under clause 32.3 will only be re-elected for one (1) Term of Office, and any subsequent appointments will similarly require a special resolution of Members.
- 32.5 Despite anything else in this clause 32, where a person ceases to be a Director for any reason, and does not act as a Director, for a period of not less than four consecutive (4) years, then for the purposes of this clause 32 only, it will be taken as if that person has never been appointed nor served any Terms of Office

as a Director.

- 32.6 For the purposes of this clause 32, a person appointed as a Director under Clause 34.1 by the Board is only taken to have been appointed as a Director for a Term of Office if and when their appointment is confirmed by the Voting Members at the next Annual General Meeting following their appointment by the Directors.

33. Termination of Director

- 33.1 Subject to the Act, the Voting Members may by ordinary resolution remove any Director before the expiration of his or her period of office.
- 33.2 The office of a Director becomes vacant if:
- (a) the Director becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - (b) the Director becomes prohibited from being a Director of a Company by reason of any order made under the Act;
 - (c) the Director becomes of unsound mind;
 - (d) the Director's estate is liable to be dealt with in any way under the law relating to mental health;
 - (e) the Director resigns their office by notice in writing to the Company;
 - (f) the Director for more than six (6) months is absent without permission of the Board from meetings of the Board held during that period;
 - (g) the Director holds any office of profit under the Company without the Board's consent; or
 - (h) the Director is directly or indirectly interested in any contract or proposed contract with the Company, except as permitted under this Constitution.

34. Casual Vacancy

- 34.1 Provided the total number of Directors does not exceed the maximum number for the time being fixed by or under this Constitution, a person can be appointed as a Director (including an appointment of a Director to fill a casual vacancy) by resolution of the Board.
- 34.2 A person appointed as a Director by the Board automatically ceases to be a Director of the Company at the end of the Annual General Meeting immediately after their appointment unless their appointment is confirmed by the Members by resolution at that Annual General Meeting (in which case they are taken to be appointed at that Annual General Meeting).

35. Remuneration of Directors

- 35.1 Directors are not entitled to remuneration.

PART F - POWERS OF DIRECTORS

36. Powers

- 36.1 The Board will:
- (a) control and manage the business and affairs of the Company; and

- (b) exercise all such powers and do all such things as may be exercised or done by the Company,
- (c) except for anything which the Constitution or the Act is required to be exercised or implemented by the Company in General Meeting.

36.2 No action must be taken against the Board for any act or decision it makes in accordance with this Constitution, if there is a subsequent resolution by the Company in General Meeting invalidating the act or decision.

36.3 The Directors may delegate any of their powers and functions to a committee, a Director, an employee of the Company (such as a chief executive officer) or any other person, as they consider appropriate from time to time, including appointing any person under power of attorney to do any acts on behalf of the Company.

PART G - MEETING OF DIRECTORS

37. Board meetings

37.1 The Board must meet at least four (4) times each calendar year to carry out its duties and responsibilities.

37.2 The Board may adjourn and otherwise regulate its meetings and proceedings as it thinks fit.

37.3 A Director may at any time and the Secretary will on the request of a Director summon a meeting of the Board.

37.4 All Directors must be given at least seven (7) days' notice of a Board meeting, unless agreed otherwise by the Directors.

37.5 The Secretary must give each Director a written notice of a Board meeting in accordance with the preceding subclause and the notice must:

- (a) specify the day, time and place of the meeting; and
- (b) state the business to be transacted.

37.6 A Board meeting may be held using any technology consented to by all the Directors.

37.7 The consent to use of technology may be a standing one and a Director may only withdraw consent within a reasonable period before the meeting.

37.8 The Chair presides at every Board meeting.

37.9 If:

- (a) there is no Chair; or
 - (b) at any Board meeting he or she is not present within ten minutes after the time appointed for holding the meeting; or
 - (c) being present, he or she is unwilling to preside,
 - (d) then the Directors will choose one of the Directors present to be Chair for that meeting.
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38. Quorum for Board meetings

- 37.1 No business can be transacted at a Board meeting unless a quorum is present.
- 37.2 The quorum for any Board meeting is the greater of:
- (a) fifty percent (50%) of Directors; or
 - (b) four (4) Directors.
- 37.3 If there are not enough Directors in office to form a quorum, the remaining Directors may act only:
- (a) to increase the number of Directors to a quorum; or
 - (b) to call a General Meeting of the Company.
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39. Board voting

- 39.1 All decisions of the Board are determined by Majority vote of Directors present at the Board meeting.
- 39.2 The Chair has a second or casting vote if the vote on a resolution is tied.
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40. Resolution outside Board meeting

- 40.1 A written resolution signed by fifty percent (50%) of Directors entitled to vote is valid and effectual as if it had been passed at a Board meeting duly convened and held.
- 40.2 A Director may consent to a resolution by providing the Company with a document (including by fax or electronic means):
- (a) setting out the terms of the resolution;
 - (b) containing a statement to the effect that the Director is in favour of the resolution; and
 - (c) signed by the Director.
- 40.3 Alternatively, the Director may consent to a resolution by giving the Company a written notice (including by fax or electronic means):
- (a) that includes the Director's assent to the particular resolution;
 - (b) that sets out the terms, or identifies, the particular resolution; and
 - (c) where the Director has notified the Company in writing of a specified means by which their consent must be authenticated, that enables the Director's consent to be authenticated by those specified means.
- 40.4 Any such resolution may consist of several documents in like form, each signed by one or more Directors.
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41. Delegation of powers - committees

- 41.1 The Board may form any committees it sees fit.
- 41.2 The Board may delegate to one or more committees, any of its powers and/or functions (not being duties imposed on the Board as the Directors of the Company by the Act or the

general law) as it thinks fit.

41.3 Any committee must:

- (a) comply with any directions given by the Board; and
- (b) operate in accordance with the directions of the Board.

PART H - OFFICE BEARERS

42. Appointment of office bearers

42.1 At the first meeting of the Board following each election or appointment of the Directors the Board must by Majority elect the Directors who will be:

- (a) Chair; and
- (b) Deputy Chair;

on such terms as they think fit.

43. Chair

43.1 The Board may suspend or remove the Chair.

43.2 The Board may vest in the Chair such powers and authority as it may from time to time determine.

43.3 The Chair will exercise all such powers and authority in accordance with the Board's direction.

43.4 If the Chair ceases to be a Director, they will also cease to be the Chair.

43.5 If the Chair becomes incapable of performing his or her duties, the Board may appoint another Director to act as Chair on a temporary basis.

44. Deputy Chair

44.1 The Board may suspend or remove the Deputy Chair.

44.2 The Board may vest in the Deputy Chair such powers and authority as it may from time to time determine.

44.3 The Deputy Chair will exercise all such powers and authority in accordance with the Board's direction.

44.4 If the Deputy Chair ceases to be a Director, they will also cease to be the Deputy Chair.

44.5 If the Deputy Chair becomes incapable of performing his or her duties, the Board may appoint another Director to act as Deputy Chair on a temporary basis.

45. Secretary

45.1 The first Secretary of the Company is the person specified in the application for registration of the Company as Secretary.

45.2 The Board may suspend or remove the Secretary.

45.3 The Secretary must act in accordance with the Act.

45.4 The Secretary must discharge all functions conferred on the Secretary under this

Constitution or the Act.

45.5 The Secretary is the public officer of the Company unless the Board determines otherwise.

46. Chief Executive Officer

46.1 The Board may appoint, suspend or remove a Chief Executive Officer on such terms and conditions as the Board thinks fit.

46.2 The Board may vest in the Chief Executive Officer such powers and authority as it may from time to time determine.

46.3 The Chief Executive Officer will exercise all such powers and authority in accordance with the Board's direction.

PART I RECORDS

47. Financial records

47.1 The Company must keep the financial records required by the Act and in accordance with the ITM 1997.

47.2 The financial records must be audited as required by the Act.

47.3 The audited financial records must be provided to Members as required by the Act.

48. Audit

48.1 A properly qualified auditor(s) must be appointed and their duties regulated in accordance with the Act.

49. Inspection

49.1 A Member is not entitled to inspect the Company's books, unless authorised by:

- (a) the Board;
 - (b) the Voting Members by Majority resolution; or
 - (c) the Act.
-

50. Registers

50.1 The Company must keep the registers required by the Act.

50.2 The Company must make the registers available to Members as required by the Act.

50.3 The Secretary must ensure the registers of the Company are accurate and up to date.

PART J - OTHER

51. Execution of documents

51.1 The Company may execute any agreement, deed or other document in accordance with

section 127 of the Act.

51.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed as the case may be, by:

- (a) any two Directors; or
- (b) in such other manner as the Board from time to time determines.

52. Notices to Members

52.1 The Company may give notice to a Member:

- (a) personally;
- (b) by sending it by post to the address of the Member in the register of Members or the alternative address (if any) nominated by the Member;
- (c) by sending it by post to the registered office of the Member if the Member is a company or association; and
- (d) by sending it to the fax number or electronic address (if any) nominated by the Member.

53. Notices to Directors

53.1 The Company may give notice to a Director:

- (a) personally;
- (b) by sending it by post to the Director's usual residential or business address or any other address nominated by them;
- (c) if a notice calling a meeting - by sending it to the fax or electronic address (if any) nominated by the Director, only if all of the Directors have consented to the use of that technology; and
- (d) if any other notice - by sending it to the fax or electronic address (if any) nominated by the Director.

54. Time of service of notice

54.1 A notice sent by post is taken to be given three (3) business days after posting.

54.2 A notice sent by fax or other electronic means, is taken to be given on the business day after it is sent (if the sender's transmission report shows that the whole notice was sent to the correct facsimile number or electronic address) .

55. Application of income

55.1 The income and property of the Company must be applied solely towards the promotion of the Objects.

55.2 The Company must not pay or transfer (directly or indirectly) by way of dividend, bonus or otherwise any portion of the income or property to any Member.

55.3 Notwithstanding the preceding subclause, the Company may pay in good faith to any Member:

- (a) for any services rendered or goods supplied in the ordinary and usual course of business to the Company;
- (b) for any out of pocket expenses incurred by any Member on behalf of the Company;
- (c) for any other bona fide reason or purpose for the attainment of the Objects.

55.4 Any payment under this clause must be commercially reasonable for the service or goods.

56. Members' liability

56.1 The liability of the Members is limited.

57. Members' contribution

57.1 Every Member of the Company agrees to contribute to the assets of the Company in the event of the Company being wound up:

- (a) while they are a Member; or
- (b) within one year after ceasing to be a Member, for:
 - (c) payment of the debts and liabilities of the Company (contracted before the time at which the Member ceases to be a Member);
 - (d) the costs, charges and expenses of winding up; and
 - (e) the adjustment of the rights of the contributories among themselves.

57.2 The maximum a Member is required to contribute under the preceding subclause is forty dollars (\$40.00).

58. Not for profit

58.1 Any income and property of the Company must be applied solely towards promoting the Objects, and not towards remuneration of Members.

59. Gift fund

59.1 At all times while the Company is:

- (a) a registered public benevolent institution in terms of item 4.1.1. of the table in Section 30-45 of the ITAA 1997 (Cth); or
- (b) endorsed as a deductible gift recipient pursuant to the ITAA 1997,

the Company will establish and maintain a gift fund solely for the promotion of the Objects and in accordance with the requirements of the ITAA 1997.

59.2 The gift fund will receive money or property credited to the Company for the purpose of promoting the Objects and must not receive any other money or property.

- 59.3 The name of the gift fund will be "Volunteering and Contact ACT Fund" or such other name as determined by the Directors from time to time.
- 59.4 During any period while the Company is required to maintain a gift fund under this clause **Gift Fund**, the Directors shall establish rules for the operation of the gift fund and at any time may vary, modify, revoke or replace those rules in whole or in part in their absolute discretion.
- 59.5 Upon whichever is the earlier of:
- (a) the winding up or dissolution of the Company;
 - (b) the winding up or dissolution of the gift fund; or
 - (c) when the endorsement of the Company as a deductible gift recipient is revoked, all money, investments and property then forming the gift fund and remaining after the payment of all debts, expenses and liabilities properly payable out of the gift fund shall be applied in accordance with the clause **Winding up** as if the Company has been wound up or dissolved.
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60. Revocation of deductible gift status

- 60.1 If the Company is endorsed as having deductible gift recipient status and that endorsement is subsequently revoked, the Company must transfer to another organisation to which income tax deductible gifts can be made, any surplus:
- (a) gifts of money or property for the principal Objects of the Company;
 - (b) contributions made in relation to an eligible fundraising event held for the principal Objects of the Company; and
 - (c) money received by the Company because of such gifts and contributions above.
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61. Winding up

- 61.1 If, upon the winding up or dissolution of the Company by any means and for any reason, there remains any property whatsoever, after satisfaction of all its debts and liabilities, the property must not be paid to or distributed among the members but must:
- (a) be given or transferred to some other organisation:
 - (i) having objects similar to the Objects of the Company;
 - (ii) whose constitution prohibits the distribution of its income and property among its Members to an extent at least as great as is imposed on the Company under this Constitution; and
 - (iii) which is endorsed as a deductible gift recipient pursuant to the ITAA 1997.
- 61.2 The Members must determine before the time of the winding-up or dissolution the organisation which the property will be transferred to under the preceding subclause.
- 61.3 If no organisation is determined by the Members in accordance with this clause **Winding up**, a Director must apply to the Supreme Court for a determination on the organisation which the property will be transferred to.
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62. Indemnity

62.1 Every person who is or has been a:

- (i) Director;
- (ii) Secretary; or
- (iii) other officer of the Company,

is indemnified, to the maximum extent permitted by the Act and law, out of the property of the Company.

62.2 Subject to the last subclause in this clause **Indemnity**, the Company indemnifies the persons referred to in the preceding subclause against any liability for costs and expenses incurred by that person:

- (a) in defending any proceedings (whether civil or criminal) relating to that person's position with the Company; or
- (b) in connection with any administrative proceedings (whether civil or criminal) relating to that person's position with the Company; or
- (c) in connection with any application in relation to any proceedings (whether civil or criminal) relating to that person's position with the Company.

62.3 The indemnity in the preceding subclause only applies if:

- (a) judgment is given in that person's favour; or
- (b) the person is acquitted; or
- (c) the proceeding is withdrawn before judgment; or
- (d) relief is granted to that person under the Act by a court.

62.4 The indemnity in this clause does not apply to a liability arising out of conduct involving a lack of good faith or dishonesty.

63. Alterations to Constitution

63.1 The Constitution may be altered, repealed and expanded by the Voting Members in General Meeting in accordance with the Act.

64. Policies

64.1 The Board may formulate, approve, issue, adopt, interpret and amend such Policies for:

- (a) the proper advancement, management and administration of the Company; and
- (b) the advancement of the Objects, as it thinks necessary or desirable.

64.1 All Policies must be consistent with this Constitution and the Act.

64.1 All Policies made under this clause are binding on the Company and its Members.