

**CONSTITUTION**

**Green Cross Australia**

**ACN 125 314 614**

**(as amended 10 October 2008 & 21 May 2010)**

## A COMPANY LIMITED BY GUARANTEE

### CONSTITUTION Of Green Cross Australia

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#### 1. GENERAL

##### 1.1 Name of company

The name of the company is **Green Cross Australia**.

##### 1.2 Replaceable Rules

The Replaceable Rules do not apply to the company.

##### 1.3 Registered Office

The Registered Office and Australian headquarters of the company shall:

- (a) be in Brisbane, Queensland; and
- (b) be open to the public, at a minimum, between the periods of 10am to 12pm and 2pm and 4pm on a Business Day.

#### 2. DEFINITIONS AND INTERPRETATION

##### 2.1 Definitions

In these Rules unless it is inconsistent with the subject or context in which it is used:

**'Act'** means the *Corporations Act 2001* and the *Corporations Regulations 2001* and related corporate regulations;

**'ASIC'** means the Australian Securities and Investments Commission;

**'Annual General Meeting'** means an annual general meeting of the company;

**'Board'** means the board of Directors of the Company acting together to direct and manage the Company;

**'Business day'** means a day on which banks (as that term is defined in the *Banking Act 1959*) are open for business in Brisbane;

**'Committee'** means a committee of the Board to which powers have been delegated by the Board pursuant to **Rule 15**;

**'Constitution'** means the constitution of the Company, as amended from time to time;

**'Deputy President'** means the person appointed as such under **Rule 11.8**.

**'Director'** means a person appointed or elected from time to time to the office of director of the Company (including all Officeholders) in accordance with these Rules and an alternate director duly appointed as a Director;

**'Company'** means the Company of Green Cross Australia;

**'Company Secretary'** means any person appointed by the Board to perform the duties of a company secretary of the Company;

**'GCI Charter'** means the Charter of Green Cross International;

**'Member'** means those persons listed in **Rule 5.1**;

**'Member Present'** means a Member granted a right to vote at a general meeting, including an Annual General Meeting, of the Company pursuant to this Constitution whether present by duly appointed body corporate representative, if a corporation, or by proxy;

**'Officeholders'** means those officers described in **Rule 11.8**;

**'Person'** and words importing persons include partnerships, associations, bodies corporate and bodies politic, unincorporated and incorporated by Ordinance, Act of Parliament or registration as well as individuals;

**'President'** means the person appointed as such under **Rule 11.8**.

**'Register of Members'** means the register of Members of the Company established pursuant to the Act;

**'Registered Address'** means the address of a Member specified in the Register of Members or any other address, of which the Member notifies the Company, as a place at which the Member will accept service of notices;

**'Registered Office'** means the registered office from time to time of the Company;

**'Replaceable Rules'** means all or any of the replaceable rules contained in the Act from time to time and includes any replaceable rule that was or may become, a provision of the Act;

**'Rules'** means the rules of this Constitution as altered or added to from time to time;

**'Seal'** means the common seal, if any, from time to time of the Company; and

**'writing'** and **'written'** includes printing, typing, lithography and other modes of reproducing words in a visible form.

## **2.2 Interpretation**

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) A gender includes all genders.
- (b) Singular includes plural and conversely.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a paragraph or sub-paragraph is to a paragraph or sub-paragraph, as the case may be, of the clause or paragraph, respectively, in which the reference appears.
- (e) A reference to any legislation or to any provision of any legislation includes any modification

or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it.

- (f) Except in so far as a contrary intention appears in this Constitution, an expression has, in a provision of this Constitution which relates to a particular provision of the Act, the same meaning as in that provision of the Act.

### **2.3 Actions authorised under the Act and compliance with the Act**

Where the Act authorises or permits a company to do any matter or thing if so authorised by its constitution, the Company is and is taken by this Rule to be authorised or permitted to do that matter or thing, unless otherwise provided to the contrary in this Constitution.

## **3. OBJECTS AND POWERS**

### **3.1 Objects of Company**

The objects for which the Company is established are:

- (a) To foster a value shift and cultivate a new sense of global interdependence and shared responsibility which ensures that humanity's relationship with nature is environmentally sustainable.
- (b) To facilitate and encourage community dialogue on meeting our individual and collective obligations to live within the limited environmental carrying capacity of the planet through the conduct of Earth Dialogues.
- (c) To protect and enhance the natural environment
- (d) To provide information or education, or carry out research about, the natural environment.
- (e) To facilitate, encourage and help coordinate a multi-sectoral collaboration of groups and organizations working in common purpose to bring about an urgent and rapid transition to an environmentally sustainable "one Planet Economy".
- (f) To facilitate, encourage and commission the production of educational multi-media materials for dissemination through education institutions, news media and other public channels to bring about the shifts in understanding and values necessary for the transition to an environmentally sustainable way of living on the planet.
- (g) To facilitate, encourage and commission research and development within a holistic systems sustainability paradigm targeted to addressing the challenges of living within the limited environmental carrying capacity of the planet.
- (h) To facilitate dialogue or processes for the mediation and resolution of conflicts arising from environmental degradation and to provide environmentally sustainable assistance to people affected by the environmental consequences of war and conflict.
- (i) To facilitate and encourage the expansion of Green Cross International into other nations in the region of Australia.
- (j) To facilitate and encourage the empowerment of the public to engage with, and actively participate in, the political process, although the Company will not itself engage in the political process or in lobbying of Governments.

### **3.2 Powers of the Company**

- (a) The Company shall have the powers conferred on it by the Act provided that the exercise of such powers shall be for the sole purpose of the carrying out and promotion of, and are incidental and conducive to the attainment of, the objects of the Company.
- (b) The Company may:
  - (i) fairly impose and collect membership fees and affiliation fees from Members and to charge fees to the public or otherwise, for services provided by the Company in connection with and for the purpose of furthering the objects of the Company;
  - (ii) to make regulations and by-laws for the better carrying out of its objects and to equitably enforce such regulations and by-laws.
- (c) This Rule shall not restrict or prohibit the exercise by the Company of any power or the doing of any act including the power to charge interest on overdue fees chargeable under this Constitution.
- (d) The Company has no power to either issue or allot fully or partly paid shares to any person.

### **3.3 Affiliate of Green Cross International**

- (a) The Company may apply for and become a recognized 'Preparatory Committee' or 'National Organisation' of Green Cross International.
- (b) Whilst the Company is a recognised 'Preparatory Committee' or 'National Organisation' of Green Cross International, it shall abide by the GCI Charter and Rules and Procedure issued by Green Cross International from time to time.
- (c) If there is any inconsistency between this Constitution and the GCI Charter, the provisions of the GCI Charter shall prevail to the extent of the inconsistency.

## **4. NON-PROFIT NATURE OF THE COMPANY**

### **4.1 Non distribution of profits to Members**

- (a) Subject to paragraph (b), the profits or other income and property of the Company must be applied solely towards the promotion of the objects of the Company in **Rule 3.1** and no portion of it may be paid or transferred, directly or indirectly, to any Member whether by way of dividend, bonus or otherwise.
- (b) Nothing in paragraph (a) prevents any payment in good faith by the Company of:
  - (i) reasonable and proper remuneration to any Member for any services actually rendered or for real property or goods supplied to the Company in the ordinary and usual course of business;
  - (ii) the payment or reimbursement of out-of-pocket expenses incurred by a Member on behalf of the Company where the amount payable does not exceed an amount previously approved by the Board;
  - (iii) reasonable and proper rent for premises leased by any Member to the Company; or
  - (iv) the reduction of the annual subscription of any Member.
- (c) The making of any payment by the Company to any Director, whether directly or indirectly, is prohibited, except:
  - (i) for the payment of out-of-pocket expenses incurred by a Director in the performance

of any duty as a director of the Company where the amount payable does not exceed an amount previously approved by the Directors of the Company;

- (ii) for payment of any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Directors and is not more than an amount which would be a reasonable commercial payment for the service; or
- (iii) for payment of any salary or wage due to the Director, in their capacity as an employee of the Company, where the terms of employment have been approved previously, by the Directors.

#### **4.2 Limited liability of Members**

- (a) The liability of the Members is limited.
- (b) Should the Company be wound up, then whilst they are a Member or within one year after they cease to be a Member, each Member shall contribute an amount not exceeding fifty dollars (\$50.00), for the following purposes:
  - (i) for the payment of debts and liabilities of the Company that were incurred before they ceased to be a Member;
  - (ii) for payment of the costs, charges and expenses of winding-up; and
  - (iii) for the adjustment of the rights of contributories among themselves.

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

If, on the winding up or dissolution of the Company by any means and for any reason, there remains any property, after the satisfaction of all the Company's debts and liabilities, the property must not be paid to, nor distributed among the Members, but must be given or transferred to:

- (a) one or more institutions nominated by Members by ordinary resolution in general meeting:
  - (i) being an organisation having objects similar to the objects of the Company; and
  - (ii) whose constitution prohibits the distribution of its or their income and property to an extent at least as great as that imposed on the Company under **Rule 4.1(a) and (c)**;
- (b) if there are no institutions meeting the requirements of sub-paragraph (a)(i), to one or more other institutions nominated by Members by ordinary resolution in general meeting provided they meet the requirements of sub-paragraph (a)(ii); or
- (c) if the Members are unable to agree by ordinary resolution in general meeting on an institution for the purposes of **Rule 4.3(a) or (b)**, an institution determined by application to the Supreme Court of Queensland.

#### **4.4 No conduit policy**

Subject to clause 3.3, the Company must not act as a conduit for the donation of money or property to other organisations, bodies or persons.

### **5. MEMBERSHIP**

#### **5.1 Classes of Membership**

The following are the classes of membership of the Company:

- (a) Director Members;
- (b) Foundation Members;
- (c) Community Members;
- (d) Corporate Members;
- (e) Ordinary Members;
- (f) Youth Voice Members;
- (g) Life Members;
- (h) Honorary Members.

## **5.2 Qualification for and rights of membership**

### **(a) *Director Members***

- (i) A natural person who is currently a Director of the Company will hold membership of the Company as a Director Member.
- (ii) A Director Member is entitled to receive all notices of general meeting sent by the Company, attend and speak at, and vote on all motions put before, any general meeting of the Company.
- (iii) A Director Member is entitled to receive such benefits as are determined annually by the Directors to apply to Director Members, details of which are available for inspection by a prospective or renewing Member on the Company's website or as otherwise advised by the Company.

### **(b) *Foundation Members***

- (i) Only natural persons are eligible to apply for membership of the Company as a Foundation Member.
- (ii) A Foundation Member is entitled to receive all notices of general meeting sent by the Company, attend and speak at, and vote on all motions put before, any general meeting of the Company.
- (iii) A Foundation Member is entitled to receive such benefits as are determined annually by the Directors to apply to Foundation Members, details of which are available for inspection by a prospective or renewing Member on the Company's website or as otherwise advised by the Company.

### **(c) *Community Members***

- (i) A person who is able to demonstrate to the satisfaction of Directors they are working in or their objectives involves the provision of services to the community that would assist with any of the objectives of the Company.
- (ii) The evidence to be presented to the Directors for their consideration will be determined by the Directors in their absolute discretion.
- (iii) A Community Member is entitled to receive all notices of general meeting sent by the Company, but not to attend at and speak on any motion nor to vote on any motion before the meeting.

- (iv) A Community Member is entitled to receive such benefits as are determined annually by the Directors to apply to Community Members, details of which are available for inspection by a prospective or renewing Member on the Company's website or as otherwise advised by the Company.
- (d) *Corporate Members*
- (i) A person who is able to demonstrate to the satisfaction of Directors that they are willing to support the objectives of the Company.
  - (ii) A Corporate Member is entitled to receive all notices of general meeting sent by the Company, but not to attend at and speak on any motion nor to vote on any motion before the meeting.
  - (iii) A Corporate Member is entitled to receive such benefits as are determined annually by the Directors to apply to Corporate Members, details of which are available for inspection by a prospective or renewing Member on the Company's website or as otherwise advised by the Company.
  - (iv) A Corporate Member may advertise that it is a Member of the Company and has the right to use, disseminate or otherwise promote the material of the Company, as the Company may authorise from time to time.
- (e) *Ordinary Members*
- (i) Only natural persons are eligible to apply for membership of the Company as a Ordinary Member.
  - (ii) Ordinary Members have the right to receive notice of general meetings, but not to attend at and speak on any motion nor to vote on any motion before the meeting unless they have been any or all of an Ordinary Member, Youth Voice Member or Director Member for a minimum continuous period of three years.
  - (iii) An Ordinary Member is entitled to receive such benefits as are determined annually by the Directors to apply to Ordinary Members, details of which are available for inspection by a prospective or renewing Member on the Company's website or as otherwise advised by the Company.
- (f) *Youth Voice Members*
- (i) Only natural persons under the age of 25 are eligible to apply for membership of the Company as a Youth Voice Member.
  - (ii) Youth Voice Members have the right to receive notice of general meetings, but not to attend at and speak on any motion nor to vote on any motion before the meeting.
  - (iii) A Youth Voice Member is entitled to receive such benefits as are determined annually by the Directors to apply to Youth Voice Members, details of which are available for inspection by a prospective or renewing Member on the Company's website or as otherwise advised by the Company.
- (g) *Life Membership of the Company*
- (i) The Directors may appoint a natural person as a life Member provided that they have been a Member of any class of membership, for a continuous period of twenty (20) years, or such other period as the Directors may determine in any particular case.
  - (ii) A life Member is not liable to pay any annual subscription fee in respect of any category of membership.

- (iii) A life Member is entitled to receive all notices of general meeting sent by the Company, but not to attend at and speak on any motion nor to vote on any motion before the meeting.
  - (iv) A life Member is entitled to receive such benefits as are determined annually by the Directors to apply to life Members, details of which are available for inspection by a prospective or renewing Member on the Company's website or as otherwise advised by the Company.
- (h) *Honorary Members*
- (i) The Directors may appoint a natural person as a honorary Member for distinguished service to the Company or to furthering the Company's objects.
  - (ii) A honorary Member is not liable to pay any annual subscription fee in respect of any category of membership.
  - (iii) A honorary Member is entitled to receive all notices of general meeting sent by the Company, but not to attend at and speak on any motion.

### **5.3 Applying for Membership**

- (a) An application shall be in writing signed by the applicant and in the form as determined by the Board from time to time.
- (b) An eligible person may apply in writing for membership (other than life membership) of the Company, by completing the form prescribed by the Directors, and by providing any information required by the Directors. The form shall advise the person that as a Member of the Company they shall be bound to comply with the Constitution and Rules and Procedures adopted or amended from time to time by the Company.
- (c) The applicant's application must be personally signed by them or in the case of a corporation, by a duly authorised officer,
- (d) The Directors shall consider an application for admission to membership of the Company at their meeting next following receipt of the application.
- (e) The Board may, in its absolute discretion, admit or reject any applicant for membership without the necessity of assigning any reason therefore.
- (f) The Company Secretary shall advise the applicant in writing of the decision of the Directors. If the Directors approve the application, the Company Secretary shall require payment by the applicant of their entrance fee and first year subscription within twenty-one (21) days of the request for payment or such other period as the Directors may determine.
- (g) A certificate of membership issued by the Company remains the property of the Company.

### **5.4 Fees and subscriptions**

- (a) The Board shall fix the entrance fee (if any) and the annual subscription payable by an applicant to become, and to continue as, a Member, other than for a life Member or honorary Member of the Company.
- (b) The Company may levy on all or any class of Members, an extraordinary levy pursuant to a resolution of the Members Present in general meeting which levy is due and payable within thirty (30) days of the date of the levy notice is sent to affected Members.
- (c) All annual subscriptions shall become due and payable on the first day of January in each year.

- (d) If the applicant is not admitted to membership in due course, all monies paid by them to the Company must be returned forthwith in full.

## **5.5 Variation of rights of Members**

The rights attaching to any class of Members (unless otherwise provided by the terms of application for membership of that class) may, whether or not the Company is being wound up, be varied by the Company with the consent in writing of Members with at least 75% of the votes in the class, or with the sanction of a special resolution passed at a separate meeting of the Members of that class.

## **6. TERMINATION AND CONDUCT OF MEMBERSHIP**

### **6.1 Resignation and removal of a Member**

- (a) A Member may resign their Membership at any time, by giving one month's notice in writing to the Company Secretary, but shall continue to be liable for all arrears due and unpaid at the date the resignation takes effect and for all other moneys due by that Member to the Company, in addition to any sum not exceeding \$50.00 for which that person is liable as a Member under **Rule 4.2**.
- (b) The Board may, by resolution, remove any Member from the Register of Members if:
  - (i) that Member's affairs are subject to external administration and a Member's membership is automatically terminated upon that Member being wound up or ceasing to be a corporation; or
  - (ii) the Member has failed to pay to the Company monies due but unpaid for thirty (30) days after the Company has served a Demand Notice on the Member specifying the amount owing and requiring payment of the monies owing within fourteen (14) days and the Member has failed to comply with the Demand Notice; and
  - (iii) the Directors have served the Member with Notice of Intention to Expel at least fourteen (14) days' before the proposed expulsion; and
  - (iv) the Member has failed to make payment of the monies owing to the Company within the fourteen (14) day period specified in sub-paragraph (iii).
- (c) A Director will cease to be a Director Member of the Company immediately on ceasing to be a Director of the Company (but will be eligible to apply for membership in another class of membership of the Company).

### **6.2 Conduct of Members**

- (a) The Company by special resolution may adopt the Rules and Procedures and may amend the Rules and Procedures in the same way.
- (b) The Rules and Procedures may incorporate provisions applicable to particular classes of members.
- (c) All Members of the Company are bound to comply with the Rules and Procedures.
- (d) If the Company receives from any person a complaint in writing (containing the particulars of the allegations on which the complaint is founded) that a Member has:
  - (i) committed any breach of the Rules and Procedures;

- (ii) wilfully refused or neglected to comply with a provision of the Constitution;
- (iii) conducted themselves in a manner which is unbecoming of a Member; or
- (iv) conducted themselves in a manner which is prejudicial to the interests of the Company,

then the Directors must consider the complaint as soon as practicable.

- (e) The Directors (or any person or persons appointed by the Directors for the purpose) then may do any one or more of the following:
  - (i) they may require the complainant to provide further particulars of the complaint;
  - (ii) they may carry out an investigation into the complaint;
  - (iii) they may attempt to resolve the complaint by reconciliation;
  - (iv) they may decline to entertain the complaint (because, for example, the complaint is frivolous, vexatious, misconceived or lacking in substance); and/or
  - (v) they may conduct a hearing into the complaint.
- (f) After a hearing of the complaint against a Member, the Directors, if they find the complaint substantiated, may expel or suspend the Member from membership of the Company.
- (g) The name of any Member expelled from membership shall be removed from the Register of Members.
- (h) If the Directors do not find the complaint substantiated, they must dismiss the complaint.
- (i) Within thirty (30) days of its decision, the Company must give a written statement of the decision to the complainant and the Member against whom the complaint was made. The statement must include the reasons for the decision.
- (j) The complainant and the Member about whom the complaint is made are not entitled to legal representation during attempts to resolve the complaint by conciliation, but are entitled to call witnesses and to have legal representation during a hearing into the complaint. If a Member does not appear at any hearing into the complaint, the Company may deal with the Member in their absence.
- (k) No matter or thing done or omitted by the Company or by a person acting in accordance with a resolution of the Company subjects the Company or the person to any liability if the matter or thing was done or omitted in good faith for the purpose of implementing the procedure specified in the Constitution for the determination of complaints and the disciplining of members.

## **7. FINANCIAL RECORDS**

### **7.1 Keeping of financial records**

- (a) The financial year of the Company begins on 1 January and ends on 31 December in each year.
- (b) Proper books and financial records must be kept and maintained showing correctly the financial affairs of the Company. The Company must ensure the relevant accounting and auditing requirements of the Act are duly complied with.
- (c) The Board must distribute to all Members at the end of each financial year, copies of the

financial report including a copy of the auditor's report and other relevant documentation, in the form required or permitted under the Act.

- (d) The Board must cause to be made out and laid before each Annual General Meeting a balance sheet, statement of financial performance and cash flow statement made up to a date not more than 6 months before the date of the meeting.

## **7.2 Banking of monies**

- (a) Subject to **Rule 4.2**, all monies of the Company must be banked in the name of the Company in a bank account at such bank as the Board may from time to time direct.
- (b) No account may be opened except with the authority in writing of the Board which may determine from time to time the manner in which any such account is to be operated.

## **7.3 Appointment of auditor**

- (a) Subject to **Rule 7.3(c)**, the Company must appoint and retain a properly qualified auditor whose duties are determined in accordance with the Act.
- (b) No Member, or employee of a Member, may act as auditor of the Company.
- (c) The Board may appoint the initial auditor of the Company who shall hold that position until the date of the first Annual General Meeting of the Company.

## **7.4 Inspection of records of the Company**

- (a) Without limiting any rights of a Member under the Act, the Board may, at its sole discretion, determine whether and to what extent, and at what time and place and under what conditions the financial records and other documents of the Company or any of them will be open to the inspection of persons other than the Directors.
- (b) No person, other than a Director, has the right to inspect any document of the Company except as provided by the Act or as authorised by the Board.

# **8. GENERAL MEETINGS**

## **8.1 General meetings**

- (a) General meetings of the Company, other than annual general meetings, may be called by not less than three (3) Directors (and the request shall specify the business to be conducted at the general meeting) and held at the times and places and in the manner determined by the Board. The Members may not convene any meeting of the Company except as permitted by the Act.
- (b) By resolution of the Board, any general meeting (other than a general meeting which has been convened by Members in accordance with the Act) may be cancelled or postponed prior to the date on which it is to be held.
- (c) The Chair of a general meeting may refuse admission to, or require to leave and remain out of, the meeting any person:
  - (i) in possession of a pictorial-recording or sound-recording device;
  - (ii) in possession of a placard or banner;
  - (iii) in possession of an object considered by the Chair to be dangerous, offensive or liable to cause disruption;

- (iv) who refuses to produce or to permit examination of any object, or the contents of any object or container, in the person's possession;
- (v) who behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
- (vi) who is not:
  - A. a representative or proxy of a Member;
  - B. a Director; or
  - C. the auditor of the Company.
- (d) A person, whether or not a Member, who is requested by the Board or the Chair to attend a general meeting as an invitee of the Board, is entitled to be present.

## 8.2 Notice of Annual General Meeting

- (a) Not less than 21 days (excluding the day on which the notice is deemed to be served and the day of the meeting) notice of a Members meeting, including:
  - (i) the Annual General Meeting; or
  - (ii) notice of any general meeting at which the Board proposes, or these Rules require, that an election of the Board be held and which includes the special business items referred to in **Rule 9.1(b)**;

must be given by the Board in the form and in the manner required by the Act.

- (b) Notice of meetings must be given to the Members and to such persons as are entitled under these Rules or the Act to receive notice. However, the non-receipt of a notice of general meeting by, or the accidental omission to give notice to, any person entitled to receive notice does not invalidate any resolution passed at that meeting.
- (c) If the meeting is to be held at 2 or more places the notice is to set out details of the technology that will be used to facilitate such a meeting and any other matters required to be stated by the Act in relation to the use of such technology.

## 9. PROCEEDINGS OF MEETINGS

### 9.1 Business of general meetings

- (a) The business of an Annual General Meeting is to:
  - (i) receive and consider the financial and other reports required by the Act to be laid before each Annual General Meeting;
  - (ii) when required by law, to appoint an auditor; and
  - (ii) to transact any other business which, under these Rules, is required to be transacted at any Annual General Meeting.
- (b) All other business transacted at an Annual General Meeting, including any matters transacted at other general meetings, is deemed to be 'special'. Subject to the Act and this Rule, no person may move at any general meeting either:
  - (i) with respect to any special business of which notice has been given under this Rule,

any resolution or any amendment of a resolution; or

- (ii) any other resolution which does not constitute part of special business of which notice has been given under this Rule.
- (c) Auditors or their representative are entitled to attend and be heard on any part of the business of a general meeting which concerns the auditors. The auditors or their representative, if present at the meeting, may be questioned by the Members, as a whole, about the audit.
- (d) All financial reports must be sent to the Members as required by the Act and may be forwarded after dispatch of the notice of Annual General Meeting, if so permitted.

## **9.2 Quorum**

- (a) At least five (5) Members Present entitled to vote at the relevant general meeting, shall constitute a quorum. If a quorum is not present at the expiry of one half hour from the time the matter arises for consideration, three (3) Members Present and entitled to vote shall be a quorum for matters still to be considered at the meeting.
- (b) If there are not three (3) Members Present within 30 minutes as required under subparagraph (a), the meeting, if convened by Members, is to be dissolved, and in any other case it is to be adjourned to the same day in the next week (or, where that day is not a business day, the business day next following that day) at the same time and place and if, at the adjourned meeting, a quorum of three (3) of Members Present is not present within thirty (30) minutes after the time specified for holding the meeting, the meeting is to be dissolved.
- (c) No business may be transacted at any meeting except the election of the Chair and the adjournment of the meeting unless the requisite quorum is present at the commencement of the business of the meeting.

## **9.3 Chair of General Meetings**

- (a) The President is entitled to preside as Chair at all general meetings of the Company.
- (b) In the absence of the President at a general meeting, the Deputy President shall preside as Chairperson.
- (c) In the absence of the Deputy President, then the Directors present may choose another Director as Chair of the meeting and if no Director is present or if each of the Directors present is unwilling to act as Chair of the meeting, a representative of a Member chosen by the Members present is entitled to take the chair at the meeting.

## **9.4 Acting Chair**

- (a) If during any general meeting, the Chair acting pursuant to **Rule 9.3** is unwilling to take the chair for any part of the proceedings, the Chair may withdraw from the chair during the relevant part of the proceedings and may nominate any other Director to be acting Chair of the meeting during the relevant part of the proceedings.
- (b) Upon the conclusion of the relevant part of the proceedings, the acting Chair must withdraw and the Chair may retake the chair.

## **9.5 General conduct of meeting**

- (a) Except as provided by the Act, the general conduct of each general meeting of the Company and the procedures to be adopted at the meeting are as determined by the Chair.

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

## **9.6 Adjournment**

- (a) The Chair may at any time during the course of the meeting adjourn from time to time and place to place the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting or any debate or discussion and may adjourn any business, motion, question, resolution, debate or discussion either to a later time at the same meeting or to an adjourned meeting.
- (b) If the Chair exercises a right of adjournment of a meeting pursuant to this Rule, the Chair has the sole discretion to decide whether to seek the approval of the Members present to the adjournment and, unless the Chair exercises that discretion, no vote may be taken by the Members present in respect of the adjournment. No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

## **9.7 Voting**

- (a) Each motion submitted to a general meeting is to be decided in the first instance by a show of hands of the Members present and entitled to vote. Subject to paragraph (b), in the case of an equality of votes, on both on a show of hands and at a poll, the Chair has a casting vote in addition to the vote or votes to which the Chair may be entitled as a representative or proxy of the Member, as the case may be.
- (b) On a show of hands, where the Chair has 2 or more appointments that specify different ways to vote on a resolution, the Chair must not vote as a proxy but has a casting vote in the case of an equality of votes cast by Members entitled to vote at the meeting.
- (c) No Member is entitled to vote, either in person, or by proxy, if any payment of moneys due by him to the Company is in arrears by more than one (1) month at the date of the meeting.

## **9.8 Declaration of vote on a show of hands - when poll demanded**

- (a) At any meeting, unless a poll is demanded, a declaration by the Chair that a resolution has been passed or lost, having regard to the majority required, and an entry to that effect in the book to be kept of the proceedings of the Company signed by the Chair of that or the next succeeding meeting, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution. A poll may be demanded:
  - (i) before a vote is taken;
  - (ii) before the voting results on a show of hands are declared; or
  - (iii) immediately after the voting results on a show of hands are declared.
- (b) A poll may be demanded by:
  - (i) the Chair; or
  - (ii) at least 2 Members Present entitled to vote on the resolution.

- (c) No poll may be demanded on the election of a Chair of a meeting.

### **9.9 Taking a poll**

- (a) If a poll is demanded as provided in **Rule 9.8**, it is to be taken in the manner and at the time and place as the Chair directs, and the result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.
- (b) The demand for a poll may be withdrawn. In the case of any dispute as to the admission or rejection of a vote, the Chair's determination in respect of the dispute made in good faith is final.

### **9.10 Continuation of business**

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

### **9.11 Special meetings**

All the provisions of these Rules as to general meetings apply to any special meeting of any class of Members which may be held pursuant to the operation of these Rules or the Act.

## **10. VOTES OF MEMBERS**

### **10.1 Voting rights**

- (a) Subject to paragraph (c), each Member Present has the right to cast one vote on a show of hands and on a poll.
- (b) Each Member may appoint representatives, one only being permitted to exercise the voting rights of the appointing Member as set out in paragraph (a).
- (c) Where a person appointed as a proxy or otherwise is entitled to vote in more than one capacity, that person is entitled only to one vote on a show of hands.
- (d) If the person appointed as proxy has 2 or more appointments that specify different ways to vote on a resolution, the proxy must not vote on a show of hands.

### **10.2 Appointment of proxies**

- (a) Any Member entitled to vote at a general meeting may appoint one proxy.
- (b) A proxy need not be a Member of the Company.
- (c) The instrument appointing a proxy must be deposited duly stamped (if necessary) at the Registered Office, faxed to the Registered Office or deposited, faxed or sent by electronic mail to any other place specified in the notice of meeting, at least 48 hours (or a lesser period as the Board may determine and stipulate in the notice of meeting) before the time for holding the meeting or adjourned meeting or poll at which the person named in the instrument proposes to vote.
- (d) Any Member may deposit at the Registered Office an instrument duly stamped (if necessary) appointing a proxy and the appointment is valid for all or any stipulated meetings of the Company until revocation.

### **10.3 Validity of vote**

A vote given in accordance with the terms of an instrument of proxy is valid notwithstanding the

revocation of the instrument of proxy in respect of which the vote is given, provided no notice in writing of the revocation has been received at the Registered Office before the meeting or any adjourned meeting.

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

- (a) An instrument appointing a proxy is required to be in writing signed by the Member and in the form which the Board may from time to time decide to accept.
- (b) The instrument of proxy is deemed to include the right to demand or join in demanding a poll and (except to the extent to which the proxy is specifically directed to vote for or against any proposal) the power to act generally at the meeting for the Member giving the proxy.
- (c) An instrument appointing a proxy, unless the contrary is stated, is valid for any adjournment of the meeting, as well as for the meeting to which it relates. Any duly signed proxy which is incomplete may be completed by the Company Secretary on authority from the Board and as permitted by the Act and the Board may authorise completion of the proxy by the insertion of the name of any Director as the person in whose favour the proxy is given.

#### **10.5 Board to issue forms of proxy**

- (a) The Board may issue a form of proxy for use by the Members with any notice of general meeting of Members or any class of Members. Each form is to make provision for the Member to write in the name of the person to be appointed as proxy and may provide that, if the Member does not so write in a name, the proxy is to be a person whose name is pre printed on the form.
- (b) The form may include the names of any of the Directors or of any other person as a suggested proxy. The forms are to be worded so that a proxy may be directed to vote either for or against each or any of the resolutions to be proposed.

### **11. THE BOARD OF DIRECTORS**

#### **11.1 Number of Directors**

- (a) There will not be less than 3 nor more than 12 Directors unless the Company in general meeting by resolution changes the maximum number.
- (b) 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.

#### **11.2 Appointment and removal of Directors**

- (a) The Company may by resolution passed in general meeting:
  - (i) appoint new Directors;
  - (ii) subject to clause 11.1(a) increase or reduce the number of Directors;
  - (iii) remove any Director before the end of the Director's period of office; and
  - (iv) appoint another person in the Director's place.
- (b) A person appointed under clause 11.2(a)(iv) will hold office for the period for which the Director replaced would have held office if the Director had not been removed.

- (c) If the conduct or position of any Director is such that continuance in office appears to the majority of the Directors to be prejudicial to the interests of the Company, a majority of Directors at a meeting of the Directors specifically called for that purpose may suspend that Director.
- (d) Within 14 days of the suspension, the Directors must call a general meeting, at which the Members may either confirm the suspension and remove the Director from office in accordance with clause 11.2(a)(iii) or annul the suspension and reinstate the Director.

### **11.3 Additional and casual Directors**

- (a) Subject to clause 11.1(a), the Directors may appoint any person as a Director to fill a casual vacancy or as an addition to the existing Directors.
- (b) A Director appointed under clause 11.2(a) will hold office until the next general meeting of the Company when the Director may be re-elected.

### **11.4 Retirement**

- (a) A Director must retire from office at the conclusion of the second annual general meeting after the Director was last elected.
- (b) A retiring Director will be eligible for re-election

### **11.5 Filling vacated office**

- (a) When a Director retires at a general meeting, the Company may by ordinary resolution elect a person to fill the vacated office.
- (b) If the vacated office is not filled and the retiring Director has offered himself or herself for re-election, the retiring Director will be deemed to have been re-elected unless, at the meeting at which he or she retires:
  - (i) it is resolved not to fill the vacated office; or
  - (ii) the resolution for the re-election of the Director is put and lost.

### **11.6 Nomination of Director**

- (a) A person other than a retiring Director is not eligible for election as a Director at a general meeting unless the person, or a Member who intends to propose the person, has left at the Company's registered office a written notice signed by him or her:
  - (i) giving the person's consent to the nomination; and
  - (ii) stating either that the person is a candidate for the office of Director or that the Member intends to propose the person for election.
- (b) A notice given in accordance with clause 11.6(a) must be left at the Company's registered office at least 30 days before the relevant general meeting.
- (c) 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.

### **11.7 Vacation of office**

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

- (a) is prohibited by the Corporations Act from holding office or continuing as a Director;
- (b) 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, or becomes in the opinion of the Directors incapable of performing his or her duties;
- (c) resigns by notice in writing to the Company; or
- (d) is removed by a resolution of the Company;
- (e) is absent from Directors' meetings for 3 or more consecutive meetings of the Directors without the permission of the Directors; or
- (f) 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.

### **11.8 Officeholders**

- (a) At the conclusion of each Annual General Meeting the Directors must appoint a Director to be the President of the Company.
- (b) In addition, at the conclusion of each Annual General Meeting, the Directors must appoint a Director to be the Deputy President.
- (c) Each of the officers referred to in this Rule shall vacate their office:
  - (i) after two (2) years;
  - (ii) should they vacate their office as a Director;
  - (iii) by resigning from their office by notice in writing to the Company; or
  - (iv) by assuming another of the offices referred to in this Rule.
- (d) If the President vacates their office, the Deputy President shall replace the President.
- (e) If a Deputy President vacates their office, the Directors must appoint one of their number to replace the Deputy President.
- (f) The President (or a Director nominated by the President) will, unless otherwise determined by the Members at a general meeting, be the Company's 'top elected official' for the purposes of representing the Company in accordance with the GCI Charter.

### **11.9 Directors who are employees of the Company or a Member**

The office of a Director, who is also an employee of the Company, becomes vacant upon the Director ceasing to be so employed but subject to the Constitution, the person concerned is eligible for reappointment as a Director of the Company.

## **12. EXERCISE OF VOTING POWER**

### **12.1 Exercise of voting power in other body corporates**

- (a) The Board may exercise the voting power conferred by the shares in any body corporate

held or owned by the Company as the Board thinks fit (including the exercise of the voting power in favour of any resolution appointing the Directors, or any of them, directors (by whatever name called) of that body corporate).

- (b) A Director may vote in favour of the exercise of those voting rights notwithstanding that the Director is, or may be about to be appointed, a director of that other body corporate and may be interested in the exercise of those voting rights.

### **13. ALTERNATE DIRECTORS**

#### **13.1 Director may appoint an alternate**

- (a) Subject to the consent of the Board which shall not be unreasonably withheld, each Director may appoint any voting Member, to act as an alternate in the place of the Director, whether for a stated period or periods or until the happening of a specified event or from time to time, whenever by absence or illness or otherwise the Director is unable to attend to their duties.
- (b) The consent to act, is to be in writing and signed by the alternate Director and signed by the approving Director and given by the Director to the Company by forwarding or delivering it to the Registered Office.
- (c) The appointment takes effect immediately upon consent of the Board after receipt of the consent at the Registered Office.

#### **13.2 Conditions of office of alternate**

The following provisions apply to an alternate Director:

- (a) an alternate may be removed or suspended from office upon receipt at the Registered Office of written notice, letter, facsimile transmission or other form of visible communication from the Director by whom the alternate was appointed to the Company;
- (b) an alternate is entitled to receive notice of meetings of the Board and to attend and vote at the meetings if the Director by whom the alternate was appointed is not present;
- (c) an alternate is entitled to exercise all the powers (except the power to appoint an alternate) and perform all duties of a Director, in so far as the Director by whom the alternate was appointed had not exercised or performed them;
- (d) the office of the alternate is vacated upon vacation of office by the Director in whose place the alternate has been appointed to act, or written resignation being given to the Company by that Director;
- (e) an alternate is not to be taken into account in determining the number of Directors or rotation of Directors; and
- (f) an alternate, whilst acting as a Director, is responsible to the Company for the alternate's own acts and defaults and is not to be deemed to be the agent of the Director in whose place the alternate has been appointed to act.

### **14. PROCEEDINGS OF THE BOARD**

#### **14.1 Procedures relating to the Board meetings**

- (a) Subject to the Act and paragraph (b), the President may determine the time and place and manner by which the Board may meet together, upon each Director being given reasonable notice, for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.

- (b) Any Directors may request that a meeting be held at any time upon giving reasonable notice of the date and time of a meeting.
- (c) No business shall be conducted at a meeting of the Directors unless there is a quorum present. A quorum shall be at least three (3) Directors or a greater number determined by the Directors.
- (d) Notice is deemed to have been given to a Director, and all Directors are hereby deemed to have consented to the method of giving notice, if notice is sent by mail, personal delivery, facsimile transmission or by electronic mail to the usual place of residence, fax number or electronic address of the Director (if any fax number or electronic address is notified to the Company) or at any other address given to the Company Secretary by the Director from time to time, subject to the right of the Director to withdraw such consent within a reasonable period before a meeting.
- (e) Where a Director is outside of Australia, no notice need be given to that Director of any meeting, unless the Director has otherwise directed the Company Secretary, by mail, personal delivery, facsimile transmission or by electronic mail, before the Director leaves Australia.
- (f) The President shall preside as Chair of the Board. In the absence of the President at the meeting, the Deputy President shall preside as Chair. In the absence of the President and Deputy President, then the Directors present may choose another Director as Chair of the meeting.

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

- (a) The Board may meet either in person or by telephone or by other means of instantaneous communications device(s) consented to by all Directors subject to the right of a Director to withdraw his or her consent within a reasonable period before a meeting.
- (b) A meeting conducted by telephone or other means of instantaneous communications device(s) is deemed to be held at the place agreed upon by the Directors attending the meeting, provided that at least one of the Directors present at the meeting is at that place for the duration of the meeting.
- (c) All the Directors for the time being entitled to receive notice of the Meeting of Directors are entitled to notice of a meeting by instantaneous communication device and to be linked by instantaneous communication device for the purposes of such a meeting. Notice of any such meeting may be given by the instantaneous communication device or in any other manner permitted by this Constitution.
- (d) At the commencement of the meeting, each of the Directors taking part in the Meeting by instantaneous communication device is able to hear each of the other Directors taking part.
- (e) At the commencement of the meeting, each Director shall acknowledge the Director's presence for the purpose of a Meeting of the Directors of the Company to all the other Directors taking part.
- (f) A Director shall not leave the meeting by disconnecting the Director's instantaneous communication device unless the Director has previously obtained the express consent of the Chair. A Director is conclusively presumed to have been present and to have formed part of a quorum at all times during the meeting by instantaneous communication device unless the Director has previously obtained the express consent of the Chair to leave the meeting.
- (g) A minute of the proceedings of a Meeting by instantaneous communication device is sufficient evidence of those proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chair.

### **14.3 Majority votes at Board meetings**

- (a) All questions arising at any meeting of the Board are decided by a majority of votes.
- (b) The Chair of the Board shall, in addition to his or her deliberative vote, have a second or casting vote in the event of an equality of votes.

### **14.4 Powers of meetings**

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

### **14.5 Validity of acts**

- (a) All acts done at any meeting of the Board or by a Committee or by any person acting as a Director or a member of a Committee are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any of the Directors or members of the Committee or the person acting as a Director or that any of them were disqualified, as valid as if every person had been duly appointed and was qualified and continued to be a Director or a member of the Committee (as the case may be).
- (b) If the number of Directors is reduced below the minimum number fixed pursuant to these Rules, the continuing Directors may act for the purpose of increasing the number of Directors to that number, at the direction of an appoint Member, or of calling a general meeting of the Company but for no other purpose.

### **14.6 Resolution in writing**

- (a) If a motion for a proposed resolution has been approved by a majority of votes in writing, with the requirement that a quorum shall be fifty one per centum (51%) of Directors or a greater number determined by the Directors the resolution shall be as valid as if it had been passed at a duly convened meeting of Directors.
- (b) For the purposes of this Rule, references to 'Director' include any alternate for the time being present in Australia who is appointed by a Member not for the time being present in Australia but does not include any other alternate Director.
- (c) A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with his or her authority, is deemed to be a document in writing signed by that Director.

## **15. COMMITTEES**

### **15.1 Power to establish Committees**

- (a) The Board may, subject to the constraints imposed by law, delegate any of its powers to Committees consisting of one or more Directors and any other person or persons as the Board thinks fit.
- (b) Any Committee formed or person or persons appointed to the Committee must, in the exercise of the powers delegated, conform to any regulations that may from time to time be imposed by the Board. A delegate of the Board may be authorised to sub-delegate any of the powers for the time being vested in the delegate.

### **15.2 Proceedings of Committees**

- (a) The meetings and proceedings of any Committee are to be governed by the provisions of these Rules for regulating the meetings and proceedings of the Board so far as they are applicable and are not superseded by any regulations made by the Board.
- (b) A Committee may be asked to investigate and to report to the Directors about specific issues.
- (c) A Committee, in the exercise of the duties delegated or assigned to it, shall conform to any regulations, directions or instructions that may be imposed or given by the Board.
- (d) A Committee appointed by the Board shall be under the control and direction of the Board and has plays no direct part or power in the management of the Company.

### **15.3 Advisory Panel**

- (a) The Directors may appoint suitably qualified and experienced persons to form Advisory Panels to whom the Directors may refer matters for deliberation and advice.
- (b) Any Advisory Panel formed shall nominate a Convenor who shall liaise with the President and Company Secretary regarding instructions to be given to the panel by the Directors or the reporting of its findings to the Directors.
- (c) No specific term applies to the appointment as an Advisory Panel member. The Directors may from time to time and at their absolute discretion appoint or remove members of the Advisory Panel.

## **16. POWERS OF THE BOARD**

### **16.1 General powers of the Board**

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

### **16.2 Directors may contract with the Company**

- (a) Subject to the Act, a Director is not disqualified by the office of director from contracting or entering into any arrangement with the Company or any other person either as vendor,

purchaser or otherwise and no contract or arrangement entered into with the Company or any other person by a Director or any contract or arrangement entered into by or on behalf of the Company or any other person in which a Director is in any way interested may be avoided for that reason.

- (b) Subject to the law and the need for all Directors to disclose any matter in which they have a material personal interest and not vote in respect of any such matter as required by the Act, a Director is not liable to account to the Company for any profit realised by any contract or arrangement approved by the Board, by reason of the interested Director holding the office of Director or of the fiduciary relationship established by that office.
- (c) No Director may, as a director, vote in respect of any contract or arrangement in which the Director has directly or indirectly any material personal interest if to do so would be contrary to the Act and if the Director does vote their vote cannot not be counted nor shall the Director be counted in the quorum present at the Board meeting for that particular item.
- (d) A Director who is interested in any contract or arrangement and who has declared that interest in accordance with the Act, may, notwithstanding the interest, attest the affixing of the Seal to, or otherwise execute any document evidencing or otherwise connected with the contract or arrangement, if so authorized by the Board.

## **17. COMPANY SECRETARY**

The Company Secretary holds office on such terms and conditions as to remuneration and otherwise as the Board determines.

## **18. OTHER SALARIED OFFICERS**

Subject to these Rules, the Board may appoint such officers (other than Directors) and employees at such salaries for such periods and on such terms as it thinks fit and may, subject to conditions of the employment of such officers and employees, dispense with their services and re-appoint or appoint other officers (other than Directors) and employees as it thinks fit.

## **19. THE SEAL**

### **19.1 Company Seal is optional**

The Company may have a Seal.

### **19.2 Affixing the Seal**

- (a) If the Company has a Seal, the Board is to provide for its safe custody and it should only be used by the authority of the Board. Every instrument to which the Seal is affixed is to be signed by two (2) Directors one of whom shall be the President or Deputy President or, in the presence of the President or Deputy President and the Company Secretary.
- (b) The Board may determine either generally or in any particular case that a signature may be affixed by a mechanical means specified in the determination.

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

- (a) The Company may execute a document, including a deed, by having the document signed by two (2) Directors one of whom shall be the President or Deputy President or, in the presence of the President or Deputy President and the Company Secretary.
- (b) If the Company executes a deed, the document is to be expressed to be executed as a deed and be executed in accordance with the appropriate procedures set out in **Rule 19.2** or this Rule.

#### **19.4 Other ways of executing documents**

Notwithstanding the provisions of **Rules 19.2** and **19.3**, any document, including a deed, may be executed by the Company in any other manner permitted by law.

### **20. MINUTES**

#### **20.1 Contents of minutes**

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

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

#### **20.2 Signing of minutes**

- (a) The minutes of any meeting of the Board or of any Committee or of the Company, if purporting to be signed by the chair of the meeting or by the chair of the next succeeding meeting, are *prima facie* evidence of the matters stated in the minutes.
- (b) Any Member of the Company is entitled to be given a copy of the minutes of an Annual General Meeting within twenty-eight (28) days of the holding of the meeting.

### **21. NOTICES**

#### **21.1 Service of notices**

- (a) A notice may be given by the Company to a Member, personally, by leaving it at the Member's Registered Address or by sending it by prepaid post or facsimile transmission addressed to the Member's Registered Address or by sending it to the electronic address (if any) nominated by the Member.
- (b) All notices sent by prepaid post to persons whose Registered Address is not in Australia may be sent by airmail or some other way that ensures that it will be received quickly.

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

- (a) Any notice sent by post is deemed to have been served at the expiration of 48 hours after the envelope containing the notice is posted and, in proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted.
- (b) Any notice served on a Member personally or left at the Member's Registered Address is deemed to have been served when delivered.
- (c) Any notice served on a Member by facsimile transmission is deemed to have been served when the transmission is sent. A facsimile is deemed to be duly sent when the Company's facsimile system generates a message confirming successful transmission of the total number of pages of the notice to the addressee.
- (d) Any notice served on a Member by electronic means is deemed to have been served when the electronic message is sent.

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

Where a Member does not have a Registered Address or where the Company has *bona fide* reason to believe that a Member is not known at the Member's Registered Address, all future

notices are deemed to be given to the Member if the notice is exhibited in the Registered Office, if any, for a period of 48 hours (and is deemed to be duly served at the commencement of that period) unless and until the Member informs the Company of a Registered Address.

#### **21.4 Signature to notice**

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

#### **21.5 Reckoning of period of notice**

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

#### **21.6 Persons entitled to notice of general meeting**

- (a) Notice of every general meeting is to be given to:
  - (i) each Member whether or not they are entitled to vote at general meetings of the Company;
  - (ii) each Director; and
  - (iii) the auditor for the time being of the Company.
- (b) No other person is entitled to receive notices of general meetings.
- (c) The Board may invite other persons to attend at a general meeting but those persons may not speak at the meeting unless invited to do so by the Chair but cannot vote at the meeting.

#### **21.7 Notification of change of address**

Every Member must notify the Company of any change of their address and any such new address must be entered in the Register of Members as required to be kept by the Act and upon being so entered, becomes the Member's Registered Address.

### **22. INDEMNITY AND INSURANCE**

#### **22.1 Indemnity in favour of Directors, Secretaries and executive officers**

Subject to the Act and **Rule 22.2**, the Company shall indemnify each Director, Company Secretary and officer to the maximum extent permitted by law, against any Liability incurred by them by virtue of their holding office as, and acting in the capacity of, director, Company Secretary or officer of the Company, other than:

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

#### **22.2 Indemnity for legal costs**

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

- (a) in defending or resisting proceedings, in which the Director, Company Secretary or officer is found to have a Liability for which they could not be indemnified under **Rule 22.1**;
- (b) in defending or resisting criminal proceedings in which the Director, Company Secretary or officer is found guilty;
- (c) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (but this **Rule 22.2(c)** does not apply to costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order); or
- (d) in connection with proceedings for relief to the Director, Company Secretary or executive officer under the Act in which the court denies the relief.

### **22.3 Indemnity for employees**

Subject to the Act and **Rule 22.4**, the Company may indemnify an employee, who is not a Director, Company Secretary or officer of the Company, to the maximum extent permitted by law, against any Liability incurred by them by virtue of their holding office as, and acting in the capacity of, an officer of the Company, other than:

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

### **22.4 Indemnity for legal costs of employees**

The Company may advance legal costs, and may indemnify an employee other than a Director, Company Secretary or officer to the maximum extent permitted by law, against any Liability for legal costs incurred in respect of a Liability as, or by virtue of their holding office as, and acting in the capacity of, an officer of the Company other than for legal costs incurred:

- (a) in defending or resisting proceedings, in which the officer is found to have a Liability for which they could not be indemnified under **Rule 22.3**;
- (b) in defending or resisting criminal proceedings in which the officer is found guilty;
- (c) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (but this **Rule 22.4** does not apply to costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order); or
- (d) in connection with proceedings for relief to the officer under the Act in which the court denies the relief.

### **22.5 Proceedings**

For the purposes of **Rules 22.2** and **22.4**, 'proceedings' includes the outcomes of the proceedings and any appeal in relation to the proceedings.

### **22.6 Insurance for the benefit of Directors, Secretaries and executive officers**

- (a) Subject to the Act, the Company may pay a premium for a contract insuring a person who is or has been a Director, Company Secretary or officer of the Company acting in that capacity against:

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

## **22.7 Insurance for other persons**

Subject to the Act, the Company may pay a premium for a contract insuring a person who is or has been an employee of the Company, acting in that capacity, but who is not a Director, Company Secretary or officer of the Company against:

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

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

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

- (a) conduct involving a wilful breach of duty in relation to the Company; or
- (b) a contravention of section 182 or section 183 of the Act.

## **22.9 Definitions for the purposes of Rule 22**

In this **Rule 22**, except to the extent the context otherwise requires:

**'Liability'** includes any claim, action, suit, proceeding, investigation, inquiry, damage, loss, cost or expense;

**'officer'** means:

- (a) a Director or Company Secretary of the Company; or
- (b) a person:
  - (i) who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Company; or
  - (ii) who has the capacity to affect significantly the Company's financial standing; or
  - (iii) in accordance with whose instructions or wishes the Board is accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship with the Board or the Company).

## **23. PUBLIC FUND**

### **23.1 Establishment of Public Fund.**

The Company will establish and maintain a Public Fund to be called the Green Cross Australia Support Fund ("Fund") for the specific purpose of supporting the environmental objects of the company. The Fund will receive all gifts of money or property for this purpose and any money received because of such gifts must be credited to its bank account. The Fund must not receive any other money or property into its account and it must comply with subdivision 30E of the Tax Act.

### **23.2 Requirements of the Fund**

The Company must inform the government department responsible for environmental organisations as soon as possible if:

- (a) it changes its name or the name of the Fund;
- (b) there is any change to the membership of the Management Committee of the Fund; or
- (c) there has been any departure from the model rules for public funds set out in the Guidelines to the Register of Environmental Organisations.

### **23.3 Ministerial rules**

The Company agrees to comply with any rules that the Treasurer and the Minister with responsibility for Environmental Organisations may make to ensure that gifts made to the Fund are only used for its principal purpose.

### **23.4 Statistical information**

Statistical information requested by the department on donations to the Fund will be provided every six months or as otherwise required by the relevant Federal Department. An audited financial statement for the Company and the Fund will be supplied with the annual statistical return. The statement will provide information on the expenditure of Fund money and the management of the assets of the Fund.

### **23.5 Winding up**

In case of the winding up of the Fund, any surplus assets are to be transferred to another fund with similar objectives that is on the Register of Environmental Organisations.

### **23.6 Rules of the Fund**

- (a) The objective of the Fund is to support the Company's environmental purposes;
- (b) Members of the public are to be invited to make gifts of money or property to the Fund for the environmental purposes of the Company;
- (c) Money from interest on donations, income derived from donated property, and money from the realisation of such property is to be deposited into the Fund;
- (d) A separate bank account is to be opened to deposit money donated to the Fund, including interest accruing thereon, and gifts to it are to be kept separate from other funds of the Company;
- (e) Receipts are to be issued in the name of the Fund and proper accounting records and procedures are to be kept and used for the Fund;
- (f) The Fund will be operated on a not-for-profit basis;
- (g) The Fund will be administered by a Management Committee of not less than 3 persons. The Directors will appoint to and remove persons from the Management Committee from time to time.

### **23.7 The Management Committee**

A majority of the members of the Management Committee must be persons who, because of their tenure of some public office or their position in the community, have a degree of responsibility to the community as a whole as distinct from obligations solely in regard to the environmental objectives of the Company. The Management Committee will give such directions to the Board as

necessary to properly administer the Fund.

### **23.8 Accounts**

#### **(a) Maintain accounts**

The Management Committee must keep or cause to be kept accounts in accordance with generally accepted accounting principles of all receipts, payments, assets and liabilities relating to the Fund and of all matters necessary for showing a true state of affairs and condition of the Fund.

#### **(b) Annual accounts**

The Management Committee must as soon as practicable after the last day of each year prepare or cause to be prepared a statement of income and expenditure in respect of that year and a balance sheet disclosing the assets and liabilities of the Fund as at the last day of the year.

#### **(c) Audit**

The Management Committee must have the accounts of the Fund audited within 12 weeks after the end of each year by the appointed auditor.

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