

Australian Charity for Burundi

Constitution

(ABN: 32 608 593 442) - (ACN: 608 593 442)

Table of Contents

1. Definition	4
2. Interpretation	5
3. Company Name	7
4. Member Liability and Guarantee	7
5 Replaceable rules	8
6 Power to Act Under Legislation	8
7 Transitional	8
8 Mission Statement	9
9 Logos, Mottos, Indicia, Usage and Protection:	9
Clause 10: Objects	12
Clause 11. Application of Income and Property	13
Clause 12: Winding Up: Distribution of Surplus Property	15
Clause 13. Section 150 of the Act and Status Protection	17
Clause 14. Members	18
Clause 15. General Meetings	31
Clause 16 Annual General Meetings (AGM)	33
17. Quorum	35
Clause 18 Chair of Meetings	37
Clause 19 Adjournments	38
Clause 20: Voting at General Meetings	38
Clause 22 Board of Directors and Leadership	44
Clause 23: Meetings of Directors	47
Clause 24: Board Committees	50
Clause 25: Common Seal and Custody	51
Clause 26: Financial Records and Inspection	52
Clause 27: Notice	53
28. Indemnity	56
29. Amending the Constitution	56

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1. Definition

The following definitions apply in this Constitution unless the context otherwise requires:

Act means the Corporations Act 2001 and the Corporations Regulations.

Annual Membership Fees means those monies, if any, required to be paid to the Company by each Member under Rule 7.6 (b)

ACB means Australian charity for Burundi

BDA means Burundian Diaspora in Australia

Board means the Directors for the time being of the Company.

CEO means Chief Executive Officer.

Company under this constitution means Australian Charity for Burundi (ACB)

Business Names or other known trading names under this constitution mean:

- Burundian Diaspora in Australia
- acb.org.au

Constitution means this constitution as amended.

Director means a person appointed or elected to the office of director of the Company in accordance with this Constitution.

Member means any person who is admitted to the general membership of the Company and registered as a member of the Company.

Member Present means, in connection with a meeting, the Member present at the venue or venues for the meeting in person or by proxy, by an attorney or, where the Member is a body corporate, by a representative.

Memberships Committee means the committee appointed by the Board in accordance with Rule 24.3 to examine membership applications to the Company.

Rules means the rules set out in this Constitution, as amended.

Seal means any common seal or duplicates common seal of the Company.

2. Interpretation

2.1 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) The singular includes the 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 Rule or paragraph, respectively, in which the reference appears.
- e) A reference to any legislation or any provision of any legislation includes any modification or re-enactment, any legislative provision substituted for it, and all regulations and statutory instruments issued under it.
- f) All expressions in this Constitution shall have the same meaning as in the Act unless otherwise stated or defined.
- g) 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
- h) A reference to a person or persons includes an organisation and an individual or corporate body.

3. Company Name

3.1 Legal Name

The Company's legal name is Australian Charity for Burundi (ACB).

3.2 Alternative Names

The Company may also use the website domain 'acb.org.au' or the registered trading name 'Burundian Diaspora in Australia.'

4. Member Liability and Guarantee

4.1 Liability Limit

The liability of each Member is limited to the amount of the **guarantee**, which is **not more than \$100**.

4.2 Contribution Requirements

A Member must contribute the guarantee amount to the Company's assets if the Company is wound up:

4.2.1 While they are a member, or within 12 months after they cease to be one; AND

4.2.2 The Company's debts and winding-up costs (incurred before they stopped being a member) exceed the Company's assets.

5 Replaceable rules

5.1 The replaceable rules contained in the Act do not apply to the Company.

6 Power to Act Under Legislation

6.1 Whenever the Act requires or allows the Company to get permission from its constitution before taking an action, this Rule gives that permission. This means the Company has the power to take the action, even if other parts of this document might seem to prevent it.

7 Transitional

7.1 This document replaces the previous Constitution entirely.

7.2 All prior acts, agreements, and appointments (such as those of Directors and the Secretary-General) made under any previous constitution are

ratified and remain fully valid under the terms of this new Constitution.

8 Mission Statement

8.1 The company's mission is to support poverty-reducing projects by implementing effective strategies such as resource management, fundraising, and networking.

9 Logos, Mottos, Indicia, Usage and Protection:

9.1 Primary Logo

This is the main, complete visual identifier of ACB. It consists of:



9.1.1 Graphic: Stylised human figures symbolising communities, inside caring hands, which are then encircled by a wreath symbolising achievement.

9.1.2 Colours: All graphic elements are **white** on a **royal blue** background.

9.1.3 Text: The **domain name "acb.org.au"** in a prominent white sans-serif font, and the **Motto "Humanity Starts Here"** in a similar, smaller font, are both included with the graphic.

9.2 Protection: The complete logo, **or any part of it**, officially represents ACB's identity and mission and is protected.

9.3 Motto

9.3.1 The official phrase is: **"Humanity Starts Here."**

9.3.2 Purpose: This phrase captures the organisation's core value of compassion, community, and the importance of collective effort.

9.4 Indicia

This is the all-encompassing legal term for **everything else** that distinguishes ACB Ltd. It includes:

Category	Examples (but not limited to)
Marks & Names	Trade Names, Service Marks, Symbols, and Designs. This covers any official variation of the primary logo.
Digital	The domain name ("acb.org.au") and any other web addresses.
Intellectual Property	Copyrights (for publications, etc.), whether or not they are formally registered.

Brand Elements	The specific colour palette (royal blue and white), and any future designs or text officially approved by the Board.
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Clause 10: Objects

10.1 Primary Object (The "Why")

The core purpose of ACB is to **directly relieve serious hardship**—specifically **poverty, sickness, suffering, distress, misfortune, destitution, or helplessness**—of a nature that would elicit compassion from the public.

10.2 Methods for Achieving the Primary Object (The "How")

To fulfil this primary object, the Company will actively engage in the following activities:

10.2.1 Collecting Aid: To **gather, collect, and receive gifts and donations** (both money and

physical goods) and use them directly to **help people and communities in need**.

10.2.2 Fundraising and Awareness: To organise various initiatives to **raise funds and secure resources**. This includes:

10.2.2.1 Issuing **appeals** for money and physical goods.

10.2.2.2 Organising **concerts, exhibitions, sports events, or entertainments** of any kind.

10.2.2.3 The funds raised through these means will be used **solely** for carrying out the core charitable and philanthropic objects of the Company.

Clause 11. Application of Income and Property

11.1 Mandatory Application of Resources

All profits, income, and assets belonging to the Company **must only be used** to advance and achieve the charitable purposes and objects stated in Clause 10.

11.2 Strict Prohibition on Distributions

The Company is **absolutely prohibited** from distributing any of its funds or assets—whether as a dividend, bonus, profit share, or in any other manner—to any Member or to members of any subsidiary or partner entity. This is the core requirement of its charitable status.

11.3 Permitted Payments to Members

Notwithstanding the prohibition above, the Company is **permitted** to make the following payments to a Member, provided these payments are considered **reasonable** and made **in good faith** for legitimate business purposes:

11.3.1 Payment for Services or Goods:

Reasonable remuneration for services or goods that were genuinely supplied to the Company.

11.3.2 Expense Reimbursement: Repayment of approved, verifiable, out-of-pocket expenses incurred by the Member while acting on the Company's behalf.

11.3.3 Interest on Loans: Payment of interest on money borrowed from a Member, provided the rate does not exceed the Prescribed Rate (a legally defined maximum).

11.3.4 Rent: Payment of commercially reasonable rent for premises or property leased from a Member.

11.3.5 Professional Fees: Payment of usual and proper professional charges (e.g., solicitor or accountant fees) for work approved by the Board, provided the amount paid is commercially reasonable for the work performed.

Clause 12: Winding Up: Distribution of Surplus Property

12.1 Prohibition on Member Distribution

Any remaining assets (**surplus property**) **must not** be given to the organisation's members. The members are legally barred from personally benefitting from the dissolution.

12.2 Transfer to an Approved Organisation

The surplus assets **must** be transferred to a different organisation that meets **all three** of the following legal and charitable criteria:

12.2.1 Similar Purpose: The recipient organisation's main activities must have **non-**

profit purposes that are similar to those of ACB.

12.2.2 Deductible Gift Recipient (DGR) Status:

It must be an **eligible deductible gift recipient (DGR)** under the *Income Tax Assessment Act 1997 (Cth)*. This means donations to that organisation are tax-deductible.

12.2.3 Non-Profit Lock: Its own constitutional rules must prevent it from paying dividends or distributing any profits to its own members.

12.3 Selection of Recipient

The specific organisation to receive the surplus property will be chosen in the following order:

12.3.1 It must be chosen by a resolution of the ACB Ltd **Members** before the final dissolution occurs.

12.3.2 If the Members fail to select a recipient, the organisation will be chosen by the **Supreme Court of Queensland**.

Clause 13. Section 150 of the Act and Status Protection

13.1 Requirements for Omitting "Limited"

The Company's constitutional rules, specifically Clauses **3, 10, 11, and 12**, contain the specific conditions required by the *Australian Securities and Investments Commission (ASIC)* under **Section 150 of the Act**. Meeting these conditions allows the Company to receive formal approval from ASIC to **omit the word "Limited"** from its official name.

13.2 Mandatory Protection of Key Rules

To ensure the Company maintains its special status and tax exemptions, the Members **shall not** amend clauses **10, 11, and 12** in any way that would result in:

13.2.1 Loss of ASIC Approval: The Company failing to meet the requirements for omitting "Limited" from its name.

13.2.2 Loss of Charitable Status: The Company failing to be granted or maintain the status of a **Public Benevolent Institution (PBI)** under the *Income Tax Assessment Act 1997 (Cth)*.

Clause 14. Members

14.1 Membership Classes

The Company maintains three distinct classes of membership:

14.1.1 Ordinary Members: The foundational, fully voting class of the Company.

14.1.2 Honorary Members: A non-voting, recognition-based membership class.

14.1.3 Life Members: A fully voting, lifetime recognition class.

14.2 Ordinary Members

14.2.1 Eligibility and Application

Any individual may apply for Ordinary Membership if they:

14.2.1.1 Are **at least 18 years of age** at the date of application.

14.2.2.2 Have **demonstrated** to the Board of Directors' satisfaction that they are interested in

and actively support the Company's aims, objectives, and policies.

14.2.3 Minimum Requirement

The Company must always maintain a minimum of **three (3) Ordinary Members**.

14.2.4 Annual Membership Fees

14.2.4.1 Amount: The standard joining and annual membership fee is **\$1250**, though the Directors reserve the right to alter this amount.

14.2.4.2 Payment: This fee must be paid when the applicant submits their membership application form and annually thereafter.

14.3 Honorary Members

14.3.1 Eligibility

This category is open to any individual who provides significant support to the Company's development, such as services, donations, or other aid **equivalent to a minimum of \$500**.

14.3.2 Rights and Limitations

Despite any other provision in this constitution:

14.3.2.1 Rights: An Honorary Member has the right to receive notices of, attend, and be heard at any General Meeting (GM).

14.3.2.2 Limitation: An Honorary Member **has no right to vote** at any General Meeting.

14.4 Life Members

14.4.1 Eligibility and Rights

14.4.1.1 Eligibility: Life Membership is granted to individuals who exhibit **exceptional, extended dedication** and service to the Company.

14.4.1.2 Rights: Life Members have **complete voting rights** at any General Meeting and are permanently **exempt from paying membership fees**.

14.5 Register of Members

14.5.1 Maintenance: A register containing the details of all Members must be kept in accordance with the *Corporations Act 2001 (Cth)*.

14.5.2 Member Obligation: Each Member is responsible for notifying the **General Secretary in writing** of any change to their name, address, email, telephone, or facsimile details **within one month** of the change occurring.

14.6 Admission of Members

*This section details the formal process for the application and admission of new **Ordinary Members** to the Australian Charity for Burundi (ACB).*

14.6.1 Application Submission

14.6.1.1 Requirement: Individuals who meet the eligibility criteria outlined in Clause 14, Section 2 (*Ordinary Members*) must submit a **written application** using the approved form.

14.6.1.2 Initial Payment: The required membership fee must accompany the submitted application form.

14.6.2 The Review Process

The Board of Directors governs the review process through a **Membership Committee** to ensure due diligence:

14.6.2.1 Committee Appointment: Within **28 days** of receiving a new application, the Board must appoint a Membership Committee.

14.6.2.2 Assessment & Recommendation: The Committee is responsible for thoroughly assessing the application and making a formal recommendation (for approval or rejection) to the Board. This recommendation must be submitted to the Board within **30 days** of the Committee's appointment.

14.6.2.3 Board Decision

14.6.2.3.1 Decision Timing: Upon receiving the Committee's recommendation, the Board must

consider the application and make a decision **no later than the next scheduled Board meeting**.

14.6.2.3.2 Discretion: The Board holds **absolute discretion** regarding the admission or rejection of any applicant.

14.6.2.3.3 Reason for Rejection: The Board is **not required to provide any reason** for rejecting a membership application.

14.6.2.4 Outcome and Notification

14.6.2.5 Notification: Once a decision has been made, the General Secretary (or another Director appointed by the Board) must promptly notify the applicant of the outcome.

Outcome	Action Required
Approval	The applicant is immediately registered in the Company's Register of Members

	and becomes a Member upon registration.
Rejection	The applicant's initial membership fees must be refunded within 7 days of the Board's decision.

14.7 Resignation of a Member

This section outlines the procedure for a Member to voluntarily end their membership with the Company.

14.7.1 Resignation Procedure

A Member may resign from the Company at any time by providing written notice of their decision to the Secretary (or General Secretary).

14.7.2 Effect of Resignation

14.7.2.1 Effective Date: The Member's resignation becomes effective immediately upon the Secretary receiving the written notice.

14.7.2.2 Action Required: Upon the effective date, the Member's name must be promptly removed from the Company's Register of Members.

14.8 Misconduct and Expulsion of a Member

This section outlines the grounds and formal process by which the Board may take action, including expulsion, against any Member whose conduct harms the Company or breaches its rules.

14.8.1 Grounds for Action

The Board of Directors may initiate expulsion proceedings if, in its opinion, a Member:

14.8.1.1 Breaches the Constitution: Fails to comply with any provision of this Constitution.

14.8.1.2 Engages in Misconduct: Is guilty of any act or omission that the Board deems **unbecoming of a Member** or **prejudicial to the interests of the Company**.

14.8.1.3 Breaches Undertaking: Is in breach of any specific undertaking given to the Company.

14.8.2 Board Expulsion Procedure

If the Board decides to expel a member, they must follow a strict process:

14.8.2.1 Notice of Allegations

At least **21 days** before the scheduled Board meeting to consider expulsion, the Board must send a formal notice to the Member. This notice must clearly state:

14.8.2.1.1 The Allegations: The specific acts or omissions forming the basis of the misconduct claim.

14.8.2.1.2 The Proposed Resolution: The Board's intention to pass a resolution for the Member's expulsion.

14.8.2.1.3 Right to Be Heard: That the Member has the right to attend the meeting and address the allegations, either **orally or in writing**.

14.8.2.1.4 Right to Appeal to General Meeting: That the Member may elect to have the question of their expulsion decided by the full membership at a **General Meeting** (see Section 3 below).

14.8.3 Member's Election for General Meeting Review

If the Member wishes to have the expulsion decided by the General Meeting, they must notify

the **General Secretary in writing** at least **48 hours** before the Board meeting at which the resolution is scheduled to be considered.

14.8.4 Board Action

If the Member does **not** elect for a General Meeting review, the Board may, at its absolute discretion, pass a resolution to **expel the Member** and immediately remove their name from the Register of Members.

14.8.5 Expulsion by General Meeting (Member's Appeal)

If the Member correctly exercises their right to appeal, the Company **must** hold a General Meeting to decide the matter. Expulsion is confirmed if a resolution to expel the Member is passed at that meeting by:

14.8.5.1 A majority of **two-thirds (2/3)** of those Members present and voting.

14.8.5.2 The vote must be conducted by **written ballot**.

14.8.6 Upon the passage of this resolution, the Member must be immediately expelled and removed from the Register.

14.8.6 Financial Consequences of Expulsion

A Member who is expelled from the Company, whether by Board or General Meeting resolution, immediately **loses all rights and claims**, monetary or otherwise, upon the Company, its funds, or property.

14.9 Automatic Cessation of Membership

*This section outlines the circumstances under which a Member's association with the Company automatically ends **without** requiring any further action by the Board or the Member.*

14.9.1 Cessation for an Individual Member

The membership of an **individual person** will automatically cease upon the date that the Member:

14.9.1.1 Dies.

14.9.1.2 Becomes Legally Incapacitated: Is declared to be of an unsound mind or becomes a person whose estate is legally managed under mental health laws.

14.9.1.3 Commits a Serious Crime: Is convicted of an indictable offence.

14.9.1.4 Representational Failure: If the Member was representing another entity (like an unincorporated association) and that association ceases to exist.

14.9.2 Cessation for a Corporate Member

The membership of a **corporate body** (a company or organisation that is a legal entity) will automatically cease on the date that:

14.9.2.1 Insolvency/Liquidation: A **liquidator** is officially appointed to the corporate Member in connection with its winding up.

14.9.2.2 Court Order: A court issues an order for the **winding up or deregistration** of the corporate Member.

14.10. Financial Liability Following Cessation of Membership

14.10.1 Continuing Financial Responsibility

A Member whose membership ends (whether through resignation, expulsion, or automatic cessation) remains fully liable to the Company for the following amounts that were accrued **up to the date their membership ceased**:

14.10.1.1 Unpaid Annual Fees: All Annual Membership Fees that were due and payable but **remain unpaid** at the date of cessation.

14.10.1.2 Guarantee Sum: The limited guaranteed amount (not exceeding **\$100.00**) that the Member is obliged to pay under **Clause 4** (the financial guarantee clause).

14.10.1.3 Other Debts: All other outstanding monies legally owed by that Member to the Company.

14.10.2 No Refund Entitlement

A Member whose membership ceases **is not entitled to any refund** (full or partial) of any Annual Membership Fees already paid to the Company.

Clause 15. General Meetings

15.1 Power to Call Meetings

This section defines the authority and procedures for convening, changing, or cancelling a General Meeting of the Company.

15.2 Convening Authority

15.2.1 Directors: Any two (2) Directors may convene (call) a General Meeting whenever they consider it necessary or appropriate.

15.2.2 Member Requisition: A Director must call a General Meeting when a request (requisition) is properly submitted by Members, in accordance with the requirements set out in the *Corporations Act 2001 (Cth)*.

15.3 Changing Venue, Time, or Date

Directors may change the location, time, or date of a General Meeting provided the following notice requirement is met:

15.3.1 Notice Period: Notice of the change must be given to all recipients at least 72 hours before the originally scheduled time.

15.3.2 Content: The notice must clearly include the new date, time, and location.

15.3.3 Validity: A change made under this rule does not invalidate the meeting, which remains valid under the initial notice.

15.4. Cancellation of Meetings

15.4.1 Director-Called Meetings: Any two (2) of the Directors who originally called the meeting may cancel it by providing written notice to all intended recipients.

15.4.2 Restriction: A meeting that was convened due to a member requisition cannot be cancelled without the written consent of the relevant Members who made the request.

Clause 16 Annual General Meetings (AGM)

The Company must hold an Annual General Meeting (AGM) within two months after the end of its financial year.

16.1 Notice for General Meetings

16.1.1 Required Notice Period

16.1.1.1 General Meetings require at least **21 days' notice**. This period doesn't count the day the notice is sent.

16.1.1.2 **The only exceptions to the 21-day rule** are those permitted by the Act for special resolutions or where a shorter period has been agreed upon.

16.1.2 Content of the Notice

The meeting notice must clearly state the following:

16.1.2.1 The date, time, and physical location(s) of the meeting.

16.1.2.2 The general nature of the business to be discussed.

16.1.2.3 The technology to be used (e.g., video conference link) and the venues where members can participate.

16.1.2.4 Any other information required by the Act.

16.1.3 Effect of Omissions

A meeting or any resolution passed will remain valid even if a person entitled to notice accidentally didn't receive it or wasn't sent a notice.

16.1.4 Business Transacted at General Meetings

The only business that can be conducted at a General Meeting is that which was set out in the notice.

16.1.4.1 **Exception:** Other business may be transacted if all members present at the meeting agree to it.

17. Quorum

17.1 Requirement and Number

Section	Description
17.1.1 Requirement	A quorum of Members Present must be in attendance when a General Meeting proceeds to business for any transaction of business to be valid.
17.1.2 Number	Unless otherwise specified in this Constitution, three (2) Members Present constitute a quorum.

17.2 If Quorum is Not Present

If a quorum is not present within **30 minutes** after the appointed time for the meeting:

Meeting Type	Action
17.2.1 Member-Requisitioned	The meeting is automatically dissolved.
17.2.2 All Other Meetings	17.2.3 Adjournment: The meeting is adjourned to a time and place determined by the Directors. If the Directors do not make a decision, the meeting is adjourned to the same day, time, and place the following week.
	17.2.4 Dissolution: If a quorum is still not present within 30 minutes of the

	appointed time for the adjourned meeting, the meeting is automatically dissolved.
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Clause 18 Chair of Meetings

18.1 The Secretary-General will preside over every General Meeting.

18.2 If the Secretary-General is **absent, unwilling to act, or not present within 10 minutes** of the start time, a replacement chair must be appointed:

18.2.1 The **Directors Present** will first choose one of their number to chair the meeting.

18.2.2 If no Director is present or willing to take the chair, the **Members Present** will then elect one of their number to preside.

Clause 19 Adjournments

19.1 The **Chair** may adjourn a meeting to a different time and place only if a **quorum is present** and the **meeting consents**.

19.2 Restrictions on Business:

19.2.1 An adjourned meeting may only deal with **unfinished business** from the original meeting.

19.2 Notice:

19.2.1 **No Notice** is required for any adjournment of **less than 30 days**.

19.2.2 If the adjournment is for **30 days or more**, full notice must be given to Members as if it were a new General Meeting.

Clause 20: Voting at General Meetings

20.1 Default Voting Method

All resolutions put to a **General Meeting** must initially be decided by a **show of hands**, unless a poll is validly demanded.

20.2 Demanding a Poll

A **poll** on any resolution may be demanded by either:

20.2.1 The **Chair** of the meeting; or

20.2.2 At least **two Members** present and entitled to vote on the resolution.

20.3 Multiple Venue Meetings

If the General Meeting is held across **multiple venues** (e.g., using technology), the **Chair** must appoint a **returning officer** at each location. These officers are responsible for accurately reporting the results of the voting from their respective locations.

20.4 Conclusive Evidence of Result

The **Chair's declaration** of whether a resolution was **carried** (passed) or **lost** (failed), once recorded in the meeting minutes, serves as **conclusive evidence** of the result. It is not necessary to record

the exact number of votes cast for or against the resolution.

Clause 21: Voting Procedure and Representation

21.1 Procedure for Polls

21.1.1 Timing of Polls

A poll demanded on the **election of a Chair** or a resolution for **adjournment** must be taken **immediately**. A poll demanded on any other question shall be taken in the manner and at the time the **Chair directs**.

21.1.2 Effect on Meeting Business

If a poll has been demanded, the meeting may continue to transact other business, **excluding** the resolution on which the poll was demanded. The result of the poll, once determined, constitutes the final resolution of the meeting.

21.2 Chair's Casting Vote

In the case of an **equality of votes** (a tie) on either a show of hands or a poll, the **Chair** of the meeting has a **casting vote** in addition to any vote to which they may be entitled as a Member, proxy, attorney, or body corporate representative.

21.3 Representation and Voting Eligibility

21.3.1 Methods of Attendance and Voting

A Member entitled to vote may attend and vote at a General Meeting **in person**, by **proxy**, by **attorney**, or, if a body corporate, by its **representative**.

21.3.2 Voting Eligibility

A Member is **not entitled to vote** if they have any **unpaid membership dues** presently owing to the Company.

21.3.3 Number of Votes

21.3.3.1 Show of Hands: Each person entitled to vote and present has **one vote**.

21.3.3.2 Poll: Each Member present has **one vote**.

21.3.4 Attendance of Non-Members

The Directors may invite **any person** (member or not) to attend a General Meeting. Such a person is entitled to be present and, at the Chair's invitation, to speak, but **not to vote**.

21.4 Proxy Appointment and Form

21.4.1 Limits on Proxies

A Member may appoint **one proxy**. A proxy must be a **Member** of the Company.

21.4.2 Form of Proxy

A proxy instrument must be **in writing** and signed by the appointor or their duly authorised attorney.

21.4.3 Voting Instructions

A proxy instrument may specify how the proxy must vote on a particular resolution. If so instructed, the proxy **cannot vote otherwise**.

Unless specific instructions are given, the proxy may vote as they think fit.

21.4.4 Incomplete Proxies

A proxy instrument is **not invalid** merely because it omits the address of the appointor or proxy, the proxy's name or office, or the voting instructions for any resolution. If the instrument does not specify a proxy's name, it is deemed to be in favour of the **Chair** of the meeting.

21.4.5 Lodgement and Validity

To be valid, the proxy instrument, along with the authorising power of attorney (or a notarised copy), must be deposited at the **registered office** of the Company at least **24 hours** before the start of the meeting or adjourned meeting where it is to be used, unless a shorter period is permitted by the Directors or specified in the meeting notice.

21.4.6 Continuing Validity

A vote cast under a valid proxy remains valid despite the prior death, mental incapacity, or revocation of the instrument, unless the Company receives **written notice** of that event at its registered office at least **24 hours** before the start of the meeting (or shorter period allowed by the Directors). The principal's attendance at the meeting **does not** revoke the proxy unless the principal personally votes on the resolution for which the proxy was intended.

21.5 Objections to Voting

21.5.1 Raising an Objection

An objection to a person's qualification to vote can only be raised at the meeting or adjourned meeting where the vote is cast.

21.5.2 Decision on Objection

Any objection must be referred to the **Chair** of the meeting, whose decision is **final**. A vote that is allowed after an objection has been addressed is considered **valid** for all purposes.

Clause 22 Board of Directors and Leadership

22.1 Board Composition

The Board of Directors must consist of a **minimum of 3** and a **maximum of 5 Directors**. Directors shall be appointed according to the procedures set out in this Constitution.

22.2 Director Appointment and Vacancies

22.2.1 Appointment Procedure

Directors are appointed by a **majority resolution** of the Board, provided the person is not ineligible under the qualifications specified in Clause 12.4.

22.2.2 Vacancies

In the event of a vacancy arising from a Director's resignation or removal, the continuing Directors may still act. The Board shall determine whether to fill the vacancy based on factors including the current Board workload, the timing of the next Annual General Meeting (**AGM**), and quorum requirements under this Constitution.

22.3 Secretary-General

The Board must promptly appoint a **Secretary-General** who shall serve as the company's leader. This role is crucial for the daily operations, administration, overall management, and support of the Board and the organisation.

22.4 Director Qualifications and Eligibility

To be eligible for appointment, a person must:

22.4.1 Be a **Member** (per Article 7.3 and Board policies) and agree to become a **Guarantor Member** upon election.

22.4.2 Be **legally eligible** to be a Director and possess a **Director Identification Number (DIN)** from the ABRs.

22.4.3 Not currently be receiving a financial **benefit** from the Company, its subsidiaries, or corporate partners.

22.5 Terms of Office

22.5.1 Director Retirement

Each Director retires at the **earlier of**:

22.5.1.1 The expiration of a **ten-year term**; or

22.5.1.2 The date **specified by the Board** upon their appointment.

22.5.2 Term Extension for Officer Bearers

If a Director is appointed as an **Officer Bearer**, their Director term is **automatically extended** to match the term of their Officer Bearer position, notwithstanding the specified term limits above.

22.5.3 Reappointment Limit

A Director who has served for **twenty consecutive years** must resign at the following AGM and is **ineligible for reappointment** for a period of **one year**.

Clause 23: Meetings of Directors

23.1 Convening Meetings

23.1.1 Regular Meetings

The Board may meet, adjourn, and generally regulate its own meetings as it sees fit. Notice for such regular meetings must be provided to Directors at least **seven days** prior to the meeting date.

23.1.2 Special Meetings

The **Secretary-General** must convene a special meeting of Directors upon the formal requisition of at least **two Directors**. This special meeting requires only **24 hours' notice** and must be limited to considering **only the specific business** notified at the time the meeting was called.

23.2 Meeting Procedure and Quorum

23.2.1 Quorum

The **quorum** required to validly conduct Board business is a **majority of the Directors**, or a greater number if one is fixed by a resolution of the Board.

23.2.2 Voting and Decision Making

Board decisions are made by a **majority vote** of the Directors present. A majority determination of the Directors present is considered a determination of the full Board.

23.2.3 Chair's Casting Vote

In the event of a **tie** (equality of votes), the Chair has a **second or casting vote** in addition to any deliberative vote they may have.

23.3 Meetings by Electronic Means

23.3.1 Validity of Electronic Meetings

A meeting is valid if the Directors—whether in Australia or overseas—are **contemporaneously linked** by telephone, audio-visual, or other electronic means, provided the number of linked Directors meets the quorum requirement.

23.3.2 Conditions for Electronic Meetings

For a meeting held by electronic means to be valid, the following conditions must be met:

23.3.2.1 Notice and Participation: All Directors entitled to receive notice must be linked for the meeting.

23.3.2.2 Audio Quality: Each participating Director must be able to **clearly hear** every other participating Director at the start of the meeting.

23.3.2.3 Acknowledgement: Each Director must verbally **acknowledge their presence** to all others at the start of the meeting.

23.3.2.4 Attendance: A Director may not disconnect without the express consent of the Chair. A connected Director is presumed present and part of the quorum for the entire meeting unless the Chair explicitly permits them to leave.

23.3.3 Evidence

The minutes of the electronic meeting, if certified by the Chair, are sufficient evidence of the proceedings.

Clause 24: Board Committees

24.1 Establishment of Committees

The Board of Directors shall establish and appoint members for any committees or commissions necessary for the effective operation of the Company, as permitted by this Constitution. These may include, but are not limited to, the following:

- a. **Advisory Committee**
- b. **Membership Committee**
- c. **Executive Committee**

24.2 Advisory Committee

24.2.1 Purpose

The Advisory Committee is responsible for advising the Board on matters relating to **financial management, risk management, and legal compliance**.

24.2.2 Composition

The Advisory Committee must consist of a minimum of **three (3)** members and a maximum of **ten (10)** members.

24.3 Membership Committee

24.3.1 Purpose

The Membership Committee is appointed by the Board to **review and recommend** new membership applications or propositions to the Board of Directors for final approval or rejection.

24.4 Executive Committee

24.4.1 Purpose

When deemed necessary, the Board may establish an Executive Committee to serve as a **central decision-making and oversight body**. This Committee shall be responsible for shaping the organisation's **strategic direction, policies, and operations**.

Clause 25: Common Seal and Custody

25.1 Use of the Seal

25.1.1 Authority for Use

The Common Seal (the "Seal") may only be used with the express **authority of the Secretary-**

General (or a person properly authorised by the Secretary-General).

25.1.2 Documentation Requirement

Any document to which the Seal is affixed by a person authorised by the Secretary-General must include a statement confirming the signature is made "**on behalf of the Secretary-General.**"

25.2 Custody of the Seal

The **Secretary-General** shall be responsible for the **safe custody** of the Seal.

Clause 26: Financial Records and Inspection

26.1 Maintenance of Records

The Board of Directors must ensure that **proper accounting records** are accurately maintained at all times.

26.2 Content of Records

These accounting records must accurately detail:

- 26.2.1 All **money received and spent** by the Company, including the nature of these transactions.

26.2.2 The Company's **assets and liabilities**.

26.3 Inspection of Records

The Board must take **reasonable steps** to make these accounting records available for **inspection by the Guarantor Members**.

Clause 27: Notice

27.1 Methods of Service

Any notice required by law or under this Constitution to be given to a **Guarantor Member** shall be given by:

1. **Post:** Sending it by prepaid post to the Member's registered address, or to any other address supplied by the Member for the purpose of receiving notices.
2. **Facsimile (Fax):** Sending it to the person's current fax number for notices.
3. **Email:** Sending it to the person's current email address for notices.

27.2 Service by Post

27.2.1 General Rule

When a notice is sent by post, it is considered served if it is **correctly addressed and prepaid**.

27.2.2 Deemed Time of Service

Service is deemed effected:

- a. **General Meeting Notice:** On the **day after** it is posted.
- b. **All Other Notices:** When it would be delivered in the **ordinary course of post**.

27.3 Service by Electronic Means

27.3.1 Service by Email

Notice sent by email is served when **sent**, except where:

- a. The sender receives a **delivery failure notification** indicating the email has not been delivered.
- b. The time of dispatch is **not before 5:00 pm (sender's local time)** on a business day that is not a public holiday in **Queensland**. In this case, the notice is deemed to have been received at **9:00 am (sender's local time)** on the next business day.

27.3.2 Service by Facsimile

Notice sent by facsimile is served when the **transmission is completed**, except where: a. The sender's machine malfunctions and the recipient immediately notifies the sender of an incomplete transmission; or b. The time of dispatch is **not before 5:00 pm (sender's local time)** on a business day that is not a public holiday in **Queensland**. In this case, the notice is deemed to have been received at **9:00 am (sender's local time)** on the next business day.

27.4 Recipients of General Meeting Notice

27.4.1 Required Recipients

Notice of every **General Meeting** must be given (by any authorised method) to:

- a. All **Guarantor Members**, except those for whom the Company has no registered address or contact information.
- b. The **Staff Participant**.
- c. The Company's **Auditor(s)**.

27.4.2 Exclusions

No other person shall be entitled to receive notices of General Meetings.

28. Indemnity

28.1 The Company indemnifies every **Director and Officer** against liabilities incurred in their capacity, **provided that:**

28.1.1 The indemnity is **permitted by law**.

28.1.2 The liability **does not result from a lack of good faith**.

28.1.3 The liability is **not owed to the Company** or any related body corporate.

28.1.4 The Director or Officer is **not otherwise indemnified** for that liability.

29. Amending the Constitution

29.1 This Constitution can only be changed (**added to, altered, or rescinded**) by passing a **Special Resolution**.

29.1.2 A Special Resolution requires:

29.1.2.1 At least **21 days'** notice.

29.1.2.2 A **75% majority** of Ordinary Members present (in person or by proxy) and voting.