

ACN 055 208 636

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

CONSTITUTION
of
OXFAM AUSTRALIA

I certify that this is a true copy of the Constitution of Oxfam Australia
as amended by Special Resolution on 15 July 2016.



Company Secretary

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1. Definitions and Interpretations

1.1 Definitions

In this Constitution unless the context otherwise requires:

“**Board**” means the Directors of the Company from time to time

“**Chair**” means the chair of the Board elected pursuant to Article 12.1;

“**Company**” means Oxfam Australia ACN 055 208 636

“**Company Secretary**” means the person appointed to the Company Secretary position pursuant to Article 16.1.10;

“**Constitution**” means the Constitution contained herein, as amended from time to time

“**Deputy Chair**” means the deputy chair of the Board elected pursuant to Article 12.1

“**Director**” means those persons appointed to the Board from time to time pursuant to Article 15

“**Chief Executive**” means the person appointed to the Chief Executive position pursuant to Article 14.3.4

“**General Meeting**” means a meeting of the Guarantor Members

“**Guarantor Member**” means a member of the Company having the obligations pursuant to Articles 5 and 6 of this Constitution and without limitation, the right to vote at general meetings

“**Law**” means the *Corporations Act 2001 (Cth)* or any predecessor or successor corporations law for the time being in force in relation to the Company

“**Member**” means an individual who is a supporter of the Company and who meets the criteria prescribed pursuant to Article 13 but who is not thereby a Guarantor Member for the purposes of the Law and this Constitution unless and only for so long as the individual becomes a Director and a Guarantor Member in accordance with this Constitution

“**Nominations Committee**” means the nominations committee established by the Board pursuant to Article 17.4

“**Office Bearer**” means the Chair or Deputy-Chair

“**Salaried Staff**” means and includes full-time and part-time, permanent employees of the Company

“**Seal**” means the common seal of the Company

“**Staff Participant**” means the participant elected from and by the Salaried Staff pursuant to Article 14.2 from time to time and having the right to attend, speak at and receive notices of Board and Company meetings but no right to vote and not being a Director or Guarantor Member

1.2 Presumptions of Interpretation

- (a) In this Constitution unless the context otherwise requires, words importing the singular include the plural and vice versa and a reference to any gender includes both genders.
- (b) Unless the context otherwise requires, words or expressions contained in this Constitution shall be interpreted in accordance with the provisions of the Law.
- (c) In this Constitution, where a period of time is specified, a reference to a day is interpreted as applying to a business day containing a period of time commencing at midnight and ending 24 hours later.

1.3 Headings and Table of Contents

The provisions of a contents table, headings, Article numbers, italics, bold print and underlining are for convenience of reference only and shall not affect the interpretation of this Constitution.

1.4 Reference to Writing

In this Constitution, unless the context otherwise requires, expressions referring to writing shall, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including electronic modes.

1.5 Communication of Documents

For the purpose of this Constitution, email or facsimile communications of documents, minutes and other written communications signed by a Director or Directors shall be conclusive evidence of the signing of such documents.

2. Company Name

The name of the Company is OXFAM AUSTRALIA.

3. Objects

3.1 The objects for which the Company is established are:

- (a) to assist in development processes that will meet the needs of people who are suffering from hunger, poverty, disease, ignorance, economic exploitation or the effects of environmental degradation, and who wish to change their lives
- (b) to educate people living in Australia in the essential purposes of development
- (c) to conduct research into the causes of poverty and social injustice and to advocate actions that will address the problems identified
- (d) to raise funds to support development activity both overseas and in Australia and generally to support the Company in its work
- (e) to establish and maintain groups of persons throughout Australia who will actively assist in the furtherance of these objectives
- (f) to work with individuals, organisations and governments; and to affiliate with appropriate national and international organisations for the purpose of furthering these objectives. In this regard the Company shall expressly have the power to :-subscribe to, become a member of and co-operate with or amalgamate with any association or organisation, whether incorporated or not, whose objects are similar to those of the Company PROVIDED THAT the Company shall not subscribe to or support with its funds or amalgamate with any association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under or by virtue of Article 4 of this Constitution AND PROVIDED FURTHER THAT:
 - (i) nothing in this clause shall preclude the Company becoming a member of a company ("the Subsidiary") if as a result of such membership the Subsidiary is a wholly-owned subsidiary of the Company and if that Subsidiary only distributes its profits back to the Company for use solely towards the promotion of the objects of the Company.
 - (ii) nothing in this clause shall preclude the Company becoming a member of a company ("the Subsidiary") if as a result of such membership the

Subsidiary is a part-owned subsidiary of the Company and if that Subsidiary only distributes its profits back to its owners for use solely towards the promotion of their charitable objects.

4. Application of Income and Property

The income and property of the Company, however derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Constitution, and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise, to the Guarantor Members of the Company.

Provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Company, in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual way of business, nor prevent the payment of interest at reasonable rate on money borrowed from any Guarantor Members of the Company, or reasonable and proper rent for premises demised or let by any Guarantor Member, no Director shall be appointed to any salaried office of the Company or any office of the Company paid by fees and no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any Director except repayment of out-of-pocket expenses and interest on money lent or reasonable and proper rent for premises demised or let to the Company.

5. Liability of Guarantor Members

The liability of Guarantor Members is limited.

6. Winding Up the Company: Contributions by Guarantor Members

Every Guarantor Member undertakes to contribute to the property of the Company in the event of the same being wound up while he/she is a Guarantor Member, or within one year after he/she ceases to be a Guarantor Member, for payment of the debts and liabilities of the Company (contracted before he/she ceases to be a Guarantor Member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves, such amount as may be required, not exceeding one hundred dollars (\$100.00).

7. Winding Up the Company: Distribution of Surplus Property

If upon the winding-up or dissolution of the Company there remains after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to nor distributed among the Guarantor Members, but shall be given or transferred to some other institution or company having objects similar to the objects of the Company and whose constitution shall prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under or by virtue of Article 4 hereof. Such institution or institutions to be determined by the Guarantor Members at or before the time of the dissolution, and in default thereof by application to the Supreme Court for determination.

8. Guarantor Membership

- 8.1 Only persons appointed to the Board in accordance with this Constitution may be Guarantor Members of the Company.
- 8.2 All Guarantor Members of the Company shall sign a written consent to be a Guarantor Member.

9. Cessation of Guarantor Membership

- 9.1 A Guarantor Member may at any time, by giving notice in writing to the Company Secretary, resign his / her Guarantor Membership of the Company. Any notice of resignation as a Guarantor Member will also be deemed to be a notice of resignation as a Director. Notwithstanding their resignation, a Guarantor Member shall continue liable for all monies due by him / her to the Company and, in addition, for any sum not exceeding one hundred dollars (\$100.00) for which he / she is liable as a Guarantor Member of the Company under Article 6 of this Constitution.
- 9.2 If any Guarantor Member shall wilfully refuse or neglect to comply with any of the provisions of this Constitution or any Board & Committee Members' Code of Conduct adopted or amended by the Board from time to time, the Guarantor Members shall have power by resolution to censure, suspend or expel the Guarantor Member from the Company PROVIDED THAT:
- (a) at least 21 days before the General Meeting of the Company at which such a resolution is considered the Guarantor Member shall have had notice of such meeting and of what is alleged against him / her and of the intended resolution, and
 - (b) he / she shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence he / she thinks fit.

If at the General Meeting such a resolution is passed by a majority of 75% of those present and voting, such vote being taken by ballot, the Guarantor Member concerned shall be dealt with accordingly, and in the case of a resolution for his/her expulsion, the Guarantor Member shall be expelled.

- 9.3 A person shall automatically cease to be a Guarantor Member and a Director if that person:
- (a) ceases to be a Director on the Board
 - (b) by notice in writing to the Chair or Company Secretary, resigns from the Board
 - (c) becomes disqualified from managing corporations under the Law
 - (d) becomes disqualified by the Australian Charities and Not-for-Profit Commissioner from being a responsible entity of a registered entity
 - (e) ceases to be a Director by Law
 - (f) is found by an appropriate guardianship tribunal, Board or court to be incapable of performing the duties and responsibilities as a Director or of managing his or her estate
 - (g) holds any office of profit under the Company
 - (h) resigns as a Guarantor Member under Article 9.1 or is expelled by a resolution carried by Guarantor Members of the Company pursuant to Article 9.2, or
 - (i) ceases to be a Member and does not correct this within one month of being notified.

10. General Meetings of Guarantor Members

- 10.1 An Annual General Meeting of the Company shall be held within five months of the end of the Company's financial year.

- 10.2 Any five Directors may, whenever they think fit, convene a General Meeting. General Meetings shall also be convened by the Board when requested by Guarantor Members under the Law or may be convened by Guarantor Members in accordance with the Law.
- 10.3 Subject to the provisions of the Law relating to special resolutions and agreements for shorter notice, twenty-one (21) days' notice at the least (exclusive of the day on which notice is given) specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business shall be given to such persons including, but not limited to, Guarantor Members as are entitled to receive such notices from the Company.
- 10.4 For the purpose of Article 10, all business shall be special that is transacted at an Annual General Meeting, with the exception of the consideration of the Accounts, the reports of the Directors and Auditors, and the appointment of the Auditors, if necessary.

11. Proceedings at General Meetings of Guarantor Members

- 11.1 A General Meeting must be held at a reasonable time and place or places, using any technology that gives the members as a whole a reasonable opportunity to participate.
- 11.2 The quorum necessary for the transaction of the business of any General Meeting shall be a majority of the numbers of Guarantor Members.
- 11.3 If within half an hour from the time appointed for the General Meeting a quorum is not present, the General Meeting, if convened upon the requisition of Guarantor Members, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Guarantor Members may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Guarantor Members present (being not less than three) shall be a quorum.
- 11.4 The Chair shall preside as chair at every General Meeting of the Company, or if there is not a Chair, or if he / she is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling or unable to act, the Deputy Chair shall preside as chair, or if the Deputy Chair is not present or is unwilling or unable to act, then the Directors present shall elect one of their number to preside as Chair of the meeting.
- 11.5 The Chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted by any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.
- 11.6 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- (a) by the Chair, or
 - (b) by at least three Guarantor Members present.

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

- 11.7 If a poll is duly demanded it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the Chair directs, and the result of the poll shall be

the resolution of the meeting at which the poll was demanded, but a poll demanded on the election of a chair or on a question of adjournment shall be taken forthwith.

- 11.8 In the case of an equality of votes whether on a show of hands or on a poll, the Chair of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- 11.9 A Guarantor Member may vote in person or by proxy allocated to another Guarantor Member. On a show of hands or on a poll, every person present who is a Member shall have their one vote plus one for each proxy carried provided no person exercises in person or by proxy more than four deliberative votes.
- 11.10 The instrument appointing a proxy shall be in writing under the hand of the appointor. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

A Guarantor Member shall be entitled to instruct his / her proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as he / she thinks fit.

- 11.11 The instrument appointing a proxy may be in the following form or in a common or usual form:

OXFAM AUSTRALIA

I, of being a Guarantor Member of Oxfam Australia hereby appoint or failing him/her the Chair as my proxy to vote for me on my behalf at the (Annual General Meeting or General Meeting as the case may be) of the Company to be held on the day of 20 and at any adjournment thereof

My proxy is hereby authorised to vote *in favour of / *against the resolution/s.

SIGNED this day of 20

** delete as appropriate*

Note: In the event of the Guarantor Member desiring to vote for or against any resolution he / she shall instruct his / her proxy accordingly. Unless otherwise instructed, the proxy may vote as he / she thinks fit.

- 11.12 The instrument appointing a proxy under which it is signed, shall be deposited at the registered office of the Company or at such other place as is specified for that purpose in the notice convening the General Meeting before the commencement of the General Meeting.
- 11.13 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or unsoundness of mind of the principal, or revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of such death, unsoundness of mind or revocation as aforesaid has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used or the power exercised.

12. Election of Office Bearers

- 12.1 The Directors shall elect from amongst themselves a Chair and a Deputy Chair.

- 12.2 Subject to Article 15.2.2, all Office Bearers shall retire at the second Annual General Meeting following their elections as or appointment as Office Bearers.
- 12.3 A person who has been elected or appointed to the same Office Bearer position for three continuous terms shall be ineligible to be elected or appointed to that position until at least the second Annual General Meeting following that person's retirement from that position but that person may stand for the other Office Bearer position.
- 12.4 A casual vacancy in an Office Bearer position shall be filled by a Director chosen by resolution of the Board.
- 12.5 **Transitional arrangements**
- Notwithstanding any other provision of this Constitution, the expiry date of the terms of the Office Bearers as at 15 July 2016 shall be determined by resolution of the Board provided that the expiry of such term is no later than the Annual General Meeting held in 2018.

13. Oxfam Members

- 13.1 A person who is not a Salaried Staff member is eligible to register as a Member of the Company if they meet the criteria set by the Board from time to time and comply with the procedure established by the Board from time to time.
- 13.2 Upon becoming registered as a Member, the applicant does not thereby become a Guarantor Member.
- 13.3 Members status is personal and is not transferable.
- 13.4 The status of Member is granted for a period of up to two financial years and expires upon the conclusion of the Company's second financial year following that person being granted Member status. Member status is automatically renewed on expiry for a period of two financial years if the criteria established by the Board continues to be met.
- 13.5 Members have the following rights:
- (a) to participate in seminars, events and other community activities of the Company that the Board determine are open to Members
 - (b) to receive relevant Oxfam Australia Publications and such other services of the Company as the Board decides from time to time, and
 - (c) to, at no expense to the Company, attend an annual meeting of the Company at which the Company, through the Chair, will provide a report on the work of the Company.

14. The Board of Company

14.1 Composition of the Board

- 14.1.1 The Board shall consist of a minimum of nine (9) Directors and a maximum of fifteen (15) Directors appointed in accordance with this Constitution.
- 14.1.2 The Staff Participant and the Chief Executive shall have the right to attend, speak at, and receive notices of Board Meetings and General Meetings but shall not have a right to vote and shall not be a Director nor a Guarantor Member.

14.2 Staff Participant

- 14.2.1 All Salaried Staff, except the Chief Executive, who are Salaried Staff both at the end of the preceding financial year and at the time of elections for the Staff Participant held pursuant to this Constitution, shall be eligible to be elected as the Staff Participant on the Board.

- 14.2.2 The elections for Staff Participant shall be held at least twenty-one (21) days prior to the Annual General Meeting of the Company, and conducted by the Company Secretary or his/her nominee in such a manner as he/she shall see fit.
- 14.2.3 The Staff Participant to the Board shall hold office from the date of the following Annual General Meeting and shall retire at the second Annual General Meeting following his / her appointment.
- 14.2.4 The Staff Participant will be deemed to have resigned from that position if he or she would no longer be eligible to be elected to that position as set out in Article 14.2.1.
- 14.2.5 The Staff Participant may be removed from that position in accordance with the procedure established by the Board.
- 14.2.6 A casual vacancy in the office of Staff Participant shall be filled by a person otherwise eligible for election to that position under this Constitution, by way of secret ballot (conducted in such manner as the Company Secretary or his/her nominee shall see fit) in which all Salaried Staff may vote. Such Staff Participant will hold that position until the Annual General Meeting at which the Office Bearer they are replacing would have retired pursuant to Article 14.2.3.

14.3 Powers and Duties of the Board

- 14.3.1 Subject to the provisions of the Law and this Constitution, the management and control of the business and affairs of the Company is vested in the Directors, who may exercise all powers as the Company by Law or otherwise is authorised to do, but which are not by this Constitution or by statute directed or required to be exercised or done by the Company in General Meeting.
- 14.3.2 The Board shall cause minutes to be made:
 - (a) of all appointments of officers
 - (b) of the names of the Guarantor Members and Directors present at all meetings of the Company and of the Board, and
 - (c) of all proceedings at all meetings of the Company and of the Board.Such minutes shall be signed by the chair of the meeting at which the proceedings were held or by the chair of the next succeeding meeting.
- 14.3.3 The Board may invite a prominent person or persons to act as Patron of the Company and may confer Honorary Life Membership on any person whom it considers has rendered outstanding service to the Company.
- 14.3.4 The Board will appoint a Chief Executive for such term and upon such conditions including remuneration as it thinks fit. The Chief Executive shall have such powers as are determined by the Board from time to time.

15. Appointment of Directors

15.1 Appointment as a Director

- 15.1.1 A Director may only be appointed by a majority resolution of the Board.
- 15.1.2 The Board may not appoint a person as a Director if that person is not eligible to be appointed as a Director pursuant to Article 15.3.

15.2 Terms of Office

- 15.2.1 Subject to Articles 15.2.2 and 15.2.3, each Director shall retire at the earlier of:
 - (a) the fourth Annual General Meeting following his / her appointment, and
 - (b) the date specified by the Board at the time of his / her appointment.

- 15.2.2 A person who has served as a Director for 12 consecutive years must resign at the Annual General Meeting following the end of their twelfth consecutive year as a Director and may not be appointed as a Director for a period of two years after this date.
- 15.2.3 Subject to 15.2.2, if a Director is appointed as an Officer Bearer and the current term of that person as a Director is less than the current term of that person as an Office Bearer, that Director's term is automatically extended to the expiry of their term as an Office Bearer.

15.3 **Qualifications**

- 15.3.1 To be eligible to be appointed as a Director a person must:
- (a) be a Member pursuant to Article 13 and as determined in Board policies and agree to immediately become a Guarantor Member if elected as a Director
 - (b) be legally eligible to be a director of the Company
 - (c) not currently be receiving financial benefit from the Company or its subsidiary companies
 - (d) not have been a Salaried Staff member of the Company or its subsidiary companies in the two years prior to the date of the closing of nominations, and
 - (e) have been nominated for the position as a Director by the Nominations Committee.

15.4 **Vacancies**

- 15.4.1 If the resignation or removal of a Director causes a vacancy on the Board, the Board will determine whether to fill the position depending on:
- (a) current Board workload
 - (b) timing of the next Annual General Meeting, and
 - (c) requirements under this Constitution to meet quorum numbers.
- 15.4.2 The continuing Directors may act notwithstanding any vacancy on the Board.

16. **Meetings of Directors**

16.1 **Proceedings of the Board**

- 16.1.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Notice of such meetings shall be provided at least seven days prior to the meeting.
- 16.1.2 The Company Secretary shall, on the requisition of at least five Directors, convene a special meeting of Directors, with 24 hours' notice to consider specific business notified at the time of calling the meeting,
- 16.1.3 Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination by a majority of the Directors of the Board present shall for all purposes be deemed a determination of the Board. In case of an equality of votes the chair of the meeting shall have a second or casting vote.
- 16.1.4 The quorum necessary for the transaction of the business of the Board shall be a majority of the number of Directors, or such greater number of Directors as may be fixed by the Board.

- 16.1.5 For the purpose of this Constitution, the contemporaneous linking together by telephone, radio, closed circuit television or other electronic means or audio-visual communication or other means of communication of a number of Directors not less than the quorum, whether or not any one or more of the Directors is out of the Commonwealth of Australia shall be deemed to constitute a meeting of the directors and all the provisions in the Constitution as to meeting of the Directors shall apply to such meetings as long as the following conditions are met:
- (a) All the Directors for the time being entitled to receive notice of a meeting of the Directors may receive notice of such a meeting by telephone or other means of communication and be linked by telephone or such other means for the purposes of such meeting.
 - (b) Each of the Directors taking part in the meeting by telephone or other means of communication must be able to hear each of the other Directors taking part at the commencement of the meeting.
 - (c) At the commencement of the meeting each Director must acknowledge his or her presence for the purpose of a meeting of the Directors of the Company to all other Directors taking part, and
 - (d) A Director may not leave the meeting by disconnecting his or her telephone or other mean of communication unless he or she has previously obtained the express consent of the Chair of the meeting, and a Director shall be presumed to have been present and to have formed part of the quorum at all times during the meeting by telephones or other means of communication unless he or she has previously obtained the express consent of the Chair of the meeting to leave the meeting as aforesaid.

A minute of the proceedings at such a meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all formalities if certified as a correct minute by the Chair of the meeting.

- 16.1.6 The Chair shall preside as chair at every meeting of the Board, or if there is no Chair, or if at any meeting at which he / she is not present within fifteen minutes after the time appointed for holding the meeting or if being present, he / she is unwilling or unable to preside, the Deputy Chair shall preside as chair, or if the Deputy Chair is not present at the meeting then the members may choose one of their number to preside as chair of the meeting.
- 16.1.7 The Board may delegate any of its powers and / or functions (not being duties imposed on the Board as the Directors of the Company by the Law or the general law) to one or more committees including such other persons as the Board thinks fit.
- 16.1.8 All acts done by any meeting of the Board, of a committee or by any Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Board, committee or Director, or that the Directors were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or committee member.
- 16.1.9 A resolution may be passed without holding a meeting of the Board if all the Directors in Australia entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in this Article.

Each Director may sign:

- (a) a single document setting out the resolution and containing a statement that they agree to the resolution, or
- (b) separate copies of that document, as long as the wording of the resolution is the same in each copy.

A resolution may also be sent by email to the Directors and the Directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.

The resolution will be deemed to have been passed when the last Director in Australia and entitled to vote on the resolution signs or otherwise agrees to the resolution in the manner set out in this Article.

- 16.1.10 A Company Secretary shall, in accordance with the Law, be appointed by the Board for such term, upon such conditions as it thinks fit and any Company Secretary so appointed may be removed by it.

17. Committees

17.1 Standing Committees

- 17.1.1 Any standing committee formed by the Board shall conform to any terms of reference and regulations that may be given by the Board and to Board policies. Any Salaried Staff on such committees shall not have the right to vote on such committees. Any person appointed to such committee shall not be entitled to remuneration for their services on such sub-committee, but shall be entitled to reimbursement for out-of-pocket expenses incurred in respect of the business of any such sub-committee.

17.2 Advisory Committees

- 17.2.1 The Board may appoint one or more advisory committees consisting of Directors and such other persons as the Board thinks fit. Such advisory committees shall act in advisory capacity only. They shall conform to any terms of reference and regulations that may be given by the Board. Any person appointed to such committee shall not be entitled to remuneration for their services on such sub-committee but shall be entitled to reimbursement for out-of-pocket expenses incurred in respect of the business of any such sub-committee.

17.3 Committee Chairs and meetings

- 17.3.1 The chair of every standing committee or advisory committee shall be appointed by the Board, usually from Directors. Every standing committee or advisory committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members of the committee present, and in the case of an equality of votes the chair shall have a second or casting vote.

17.4 Nominations Committee

- 17.4.1 The Board shall appoint a committee to nominate persons for appointment as Directors (the "**Nominations Committee**") in accordance with the terms of reference and regulations established by the Board from time to time.
- 17.4.2 The Nominations Committee shall comprise of the following six (6) members:
- (a) the Chair of the Board
 - (b) the Chair of the Governance Committee of the Board (or, if no such committee has been established and is continuing, a Director selected by the Board), and
 - (c) any four persons proposed by the Nominations Committee, and endorsed by the Board, provided such persons are Members pursuant to Article 13 and as determined in Board policies, but not Directors or Guarantor Members (the "**Community Advisors**").

- 17.4.3 **Transitional arrangements:** Notwithstanding any other provision of this Constitution, the members and expiry date of the terms of the members of the Nominations Committee at 15 July 2016 shall be determined by resolution of the Board provided that the expiry of such term is no later than the Annual General Meeting held in 2017.
- 17.4.4 All members of the Nominations Committee shall not be entitled to remuneration for their services on the Nominations Committee but shall be entitled to reimbursement for out-of-pocket expenses incurred in respect of the business of the Nominations Committee.
- 17.4.5 If a Community Advisor resigns from the Nominations Committee or is removed by a resolution of the Board, the Nominations Committee shall propose another person to be a Community Advisor for the Board's endorsement.

18. Seal

The Board shall provide for the safe custody of the Seal that shall only be used by the authority of the Board or of a committee of the Board authorised by the Directors on their behalf. Every instrument to which the Seal is affixed shall be signed by a Director and shall be countersigned by the Company Secretary or by a second Director or by some other person appointed by the Board.

19. Accounts

The Board shall cause proper accounting records to be kept, including the sums of money received and expended by the Company, the manner in which such receipts and expenditure takes place, and of the property and liabilities of the Company.

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

20. Audit

Once at least in every year, the accounts of the Company shall be examined by one or more properly qualified Auditor or Auditors who shall report to the Guarantor Members in accordance with the provisions of the Law. A properly qualified Auditor or Auditors shall be appointed and his / her or their duties regulated in accordance with the Law.

21. Notices

- 21.1 Any notice required by law or by or under this Constitution to be given to any Guarantor Member shall be given by:
- (a) sending it by post to him / her at his / her registered address, or to the address, if any supplied by him / her for the giving of notices
 - (b) sent by fax to the person's current fax number for notices, or
 - (c) sending it by email to the person's current email address for notices.
- 21.2 When a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected in the case of a notice of a General Meeting on the day after the day of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post.
- 21.3 When a notice is sent by email, service of the notice shall be deemed to be effected when sent, except where:

- (a) the sender receives a delivery failure notification indicating that the email has not been delivered to the information system of the recipient, or
- (b) the time of dispatch is not before 5.00pm (sender's local time) on a business day not being a public holiday in Victoria in which case the notice shall be deemed to have been received at 9.00am (sender's local time) on the next business day.

21.4 When a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected by properly addressing a letter containing the notice, and to have been effected when the transmission has been completed except where:

- (a) the sender's machine indicates a malfunction in transmission and the recipient immediately notifies the sender of an incomplete transmission in which case the facsimile transmission shall be deemed not to have been given or served, or
- (b) the time of dispatch is not before 5.00pm (sender's local time) on a business day not being a public holiday in Victoria in which case the notice shall be deemed to have been received at 9.00am (sender's local time) on the next business day.

21.5 Notice of every General Meeting shall be given in any manner herein before authorised to:

- (a) every Guarantor Member except those Guarantor Members for whom the Company has no registered address or other address or an address for the giving of notices to them
- (b) the Staff Participant, and
- (c) the Auditor or Auditors for the time being of the Company.

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

22. Indemnity

22.1 The Company indemnifies each Director and officer against a liability incurred by that Director or officer with the following qualifications:

- (a) this applies only to the extent permitted by law
- (b) it does not apply to any liability that results from any lack of good faith
- (c) it does not apply to any liability of the Director or officer to the Company or any related body corporate of the Company, and
- (d) it applies only to the extent that the Director or officer is not otherwise indemnified.

23. Making Changes to this Constitution

This Constitution shall only be added to, altered or rescinded by passing a special resolution, that is, a resolution requiring at least 21 days' notice and a 75% majority of those Guarantor Members present in person or by proxy and voting.

