

Constitution

Baptist Care Australia Limited

ACN 079 868 116

Public Company Limited by Guarantee

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1 Definitions and interpretation

- 1.1 Definitions and interpretation provisions are contained in the schedule to this Constitution. The schedule forms part of this Constitution.

2 Replaceable rules

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

3 Objects

- 3.1 The objects of the Company are to provide benevolent relief to people suffering from poverty, sickness, distress, misfortune, destitution or helplessness by any means, including by:
- 3.1.1 acting as a national peak body and representation group for Baptist care and community organisations in Australia;
 - 3.1.2 acting as a contract coordinator (as principal, agent or facilitator) for Baptist care and community organisations in Australia;
 - 3.1.3 optimising the collective capabilities of Members;
 - 3.1.4 coordinating national research to address social disadvantage and support effective representation on behalf of Members and disadvantaged groups; and
 - 3.1.5 conducting activities ancillary to those objects.

4 Powers

- 4.1 The Company has the power to do all such things as are necessary, incidental or conducive to the attainment of the Objects and, for that purpose and not otherwise, the Company has the legal capacity of an individual with all consequential powers as conferred by section 124 of the Act.

5 Not for profit

- 5.1 The income and property of the Company are to be applied solely towards the promotion of the Objects. No part of that income and property is to be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to Members provided that:
- 5.1.1 nothing in this Constitution will prevent the payment in good faith of:
 - (a) remuneration to any Officer, employee or Member of the Company (including any firm or corporation in which any such Officer, employee or Member has an interest) in return for any services actually rendered or for any goods supplied to the Company in the ordinary and usual course of business;
 - (b) interest on money borrowed by the Company from any Member;
 - (c) reasonable and proper rent for the premises let by any Member to the Company; or

- (d) rebates under procurement contracts entered into on behalf of or for the benefit of Members.

5.1.2 except as provided by clause 5.1.1, no Director of the Company (other than the Executive Director, provided any necessary approval under any applicable legislation relating to charities and charitable fundraising in each State and Territory of Australia has been obtained) will be paid any fee, commission, honorarium or other remuneration for acting as a Director other than reasonable out of pocket expenses.

6 Contribution of Members

6.1 Each Member undertakes to contribute to the property of the Company, in the event of the Company being wound up while that person is a Member or within one year after that person ceases to be a Member, for payment of the debts and liabilities of the Company contracted before that person ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding **\$100.00**.

7 Transfer of surplus assets on a winding up or revocation of deductible gift recipient endorsement

7.1 If on the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, that property will not be paid to or distributed among the Members of the Company, but will be given or transferred to one or more funds or institutions having charitable objects similar to the Objects of the Company, and whose constitution or rules prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under this Constitution. The relevant institutions or funds must be determined by a resolution of the Members in general meeting at or before the time of the dissolution or, if no such resolution is passed, by application to a court having jurisdiction to make the relevant order.

7.2 Where the Company has been endorsed as a deductible gift recipient, either under Subdivision 30-BA of the Income Tax Assessment Act as an entity or in relation to a fund or an institution it operates, then where:

- (a) the Company is wound up;
 - (b) the fund or institution is wound up; or
 - (c) the endorsement under Subdivision 30-BA of the Income Tax Assessment Act is revoked;
- any surplus:
- (d) gifts of money or property for the principal purpose of the Company, fund or institution (whichever is relevant);
 - (e) contributions described in item 7 or 8 of the table in section 30-15 of the Income Tax Assessment Act in relation to a fundraising event held for that purpose; and
 - (f) money received by the Company because of such gifts or contributions,

remaining after payment of all liabilities must be transferred to one or more funds or institutions that are deductible gift recipients and charitable at law.

- 7.3 Where the Company operates more than one fund or institution for which it is a deductible gift recipient and its endorsement under Subdivision 30 BA of the Income Tax Assessment Act is revoked only in relation to one of those funds, or institutions then it may transfer any surplus assets of that fund or institution after payment of all liabilities to any other fund or institution for which it is endorsed as a deductible gift recipient.

8 Membership

Categories of membership

- 8.1 Membership of the Company is divided into the following classes:
- 8.1.1 State Members: the organisations listed in clause 8.2 and in each case, any successor organisation established by or affiliated with the peak body of the Baptist denomination in the relevant State or Territory.
 - 8.1.2 Ordinary Members: any Baptist agency, school or church admitted as an Ordinary Member under clause 8.7.
 - 8.1.3 Associate Members: any organisation or individual admitted as an Associate Member under clause 8.7.
- 8.2 The State Members at the date of adoption of this Constitution are:
- 8.2.1 Baptist Care (SA) Inc (ABN 81 257 754 846);
 - 8.2.2 Queensland Baptist Care (ABN 46 909 844 617);
 - 8.2.3 Baptist Community Services – NSW & ACT (ABN 90 000 049 525);
 - 8.2.4 Baptistcare Inc (ABN 17 138 445 819);
 - 8.2.5 Baptcare (ABN 12 069 130 463); and
 - 8.2.6 Baptist Care NT (ABN 64 141 539 442).

Rights of Members

- 8.3 Members will have the following rights:
- 8.3.1 State Members: the right to cast one vote each at general meetings; the right to appoint one State Member Director; access to all Membership Benefits.
 - 8.3.2 Ordinary Members: the right to attend, but no right to vote, at general meetings; access to all Membership Benefits.
 - 8.3.3 Associate Members: access to Membership Benefits to (and only to) the extent determined by the Directors; no right to attend or to vote at general meetings.

Application for membership

- 8.4 Every applicant for membership of the Company must execute and deliver to the Company an application for membership in such form as the Directors from time to time determine together with the application fee (if any) determined by the Directors.
- 8.5 An applicant for membership of the Company must provide, in support of the application, such information as the Directors require. The information must be provided in writing unless the Directors agree otherwise.
- 8.6 The Directors must determine the admission or rejection of an applicant for membership of the Company.

- 8.7 The Directors may admit or reject an applicant for membership of the Company in their absolute discretion, and may reject an application for membership of the Company without giving any reason for the rejection.
- 8.8 The Directors may from time to time determine any fee payable by applicants on application for membership of the Company. Until the Directors make such a determination no fee will be payable on application.

Notification of acceptance

- 8.9 When an applicant has been accepted for membership of the Company, the Secretary must send to the applicant written notice of acceptance and must enter the applicant's name in the Register.
- 8.10 When an application for membership of the Company is rejected, the Secretary must send to the applicant written notice of rejection and any entrance fee paid by the applicant must be refunded in full.

Certificates

- 8.11 A certificate of membership of the Company may be issued by the Company to any Member. Any certificate remains the property of the Company and on demand in writing by the Secretary must be returned to the Company.

Membership not transferable

- 8.12 Membership of the Company is not transferable (whether by operation of law or otherwise) and all rights and privileges of membership of the Company will cease upon the person ceasing to be a Member.

9 Membership fees and levies

Fees

- 9.1 Members must pay annual membership fees in such amounts and at such times as the Directors may from time to time determine.

Levies

- 9.2 In order to provide additional funds required for the operation of the Company, the Directors may determine that levies are to be paid by Members and may fix the amounts and the dates for payment.

10 Cessation of membership

Non-payment of fees or levies

- 10.1 If any fees or levies payable by a Member remain unpaid for a period of 2 calendar months after a notice is given to the Member by the Company which states that the Member's fees or levies are due, the Directors by resolution may suspend all the privileges of membership (including the right to vote, if any) of that Member. The Directors may reinstate the privileges of membership of that Member on payment of all arrears if the Directors think fit to do so.

Cessation of membership

- 10.2 A Member's membership of the Company will cease:
- 10.2.1 if the Member resigns from membership by giving notice one year's notice in writing addressed to the Secretary of the Company, in which case the resignation will be effective upon the expiration of that period of notice unless the Directors by resolution accept a shorter period of notice;

- 10.2.2 if the membership of the Member is terminated under clause 10.5, in which case termination will be effective from the date of the resolution of the Directors;
- 10.2.3 in the case of a Member who is an individual if:
- (a) the Member dies; or
 - (b) the Member is declared by a practising medical practitioner duly qualified to make such a declaration to be of unsound mind or his person or estate is liable to be dealt with in any way under the laws relating to mental health; or
- 10.2.4 in the case of a Member who is not an individual if:
- (a) a liquidator is appointed in connection with the winding up of the Member; or
 - (b) an order is made by a court for the winding up of a Member being a corporation.
- 10.2.5 if the Member no longer fulfils the requirement of being part of the Baptist community, to the satisfaction of the Directors who may determine Baptist criteria from time to time.

Continuing rights and obligations

- 10.3 The termination of a Member's membership (whether by resignation, expulsion or otherwise) will not in any way prejudice, lessen or affect the rights, duties, liabilities and obligations of a Member whether they:
- 10.3.1 arise under this Constitution or otherwise; and
 - 10.3.2 are existing at the date of such termination or may arise or crystallise after that date out of or by reason of facts or circumstances occurring or in existence at or before that date.
- 10.4 Without limiting the generality of clause 10.3, termination of a Member's membership will not relieve a Member from any obligation to record or account for or pay any levies or fees referred to in clause 9.

Suspension or termination of membership

- 10.5 If any Member:
- 10.5.1 wilfully refuses or neglects to comply with the provisions of this Constitution; or
 - 10.5.2 is guilty of any conduct which in the opinion of the Directors is incompatible with the effective pursuit of the Objects or prejudicial to the interests of the Company,
- the Directors may by resolution suspend or terminate that Member's membership of the Company.
- 10.6 Where it is proposed that membership of the Company should be suspended or terminated under clause 10.5, the relevant Member:
- 10.6.1 must be given at least one week's notice of the meeting of the Directors at which such a resolution is to be put which must state the nature of the allegations against the Member and the intended resolution; and
 - 10.6.2 must have the opportunity of giving orally or in writing any explanation or defence the Member may think fit at such meeting, before the passing of any resolution for suspension or termination.

11 Powers of Company and Directors

Directors have powers of the Company

- 11.1 The management of the business and affairs of the Company is vested in the Directors.
- 11.2 The Directors may exercise all powers and do all acts which the Company is authorised or permitted to exercise and do and which are not required by this Constitution or the Act to be exercised or done by the Company in general meeting.
- 11.3 The operation of clauses 11.1 and 11.2 is not limited in any way by clauses 11.4 to 11.9.

Directors may exercise Company's power to borrow

- 11.4 The Directors may exercise all the powers of the Company to:
- 11.4.1 borrow or raise money;
 - 11.4.2 charge any property or business of the Company;
 - 11.4.3 give any security for a debt, liability or obligation of the Company or of any other person; and
 - 11.4.4 guarantee or to become liable for the payment of money or the performance of any obligations by any other person.

Directors may exercise power to give security

- 11.5 The Directors may exercise the powers conferred on them by clause 11.4 in such manner and upon terms and conditions in all respects as they think fit, and in particular but without limiting the generality of the foregoing, by the issue of any security on the whole or any part of the property of the Company (both present and future).

Security from Company for Directors

- 11.6 If the Directors or any other person become or are about to become personally liable for the payment of any sum due from the Company, the Directors may execute or cause to be executed any mortgage, charge, bill of sale or security over or affecting the whole or any part of the assets of the Company in order to secure the Directors or persons so becoming liable from any loss in respect of that liability.

Directors may appoint attorney or agent

- 11.7 The Directors may, by resolution, power of attorney, or other written instrument, appoint any person or persons to be attorney or agent of the Company for such purposes, with such powers, authorities and discretions being powers, authorities and discretions vested in or exercisable by the Directors for such period and subject to such conditions as the Directors think fit.
- 11.8 The appointment under clause 11.7 may be on such terms for the protection and convenience of persons dealing with the attorney or agent as the Directors think fit and may also authorise the attorney or agent to delegate all or any of the powers, authorities and discretions vested in him.

Execution of Company cheques

- 11.9 All cheques, promissory notes, banker's drafts, bills of exchange and other negotiable instruments signed, drawn, accepted, endorsed or otherwise executed by the Company, and all receipts for money paid to the Company, will be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner and by such persons as the Directors determine.

12 General meetings

Convening of general meeting

- 12.1 The Directors may convene a meeting of the Members whenever they think fit.
- 12.2 The Directors will convene a general meeting on the request of Members in accordance with section 249D of the Act.
- 12.3 A general meeting may be convened by the Members in accordance with section 249E and 249F of the Act.

Annual general meeting

- 12.4 Annual general meetings will be held in compliance with the Act.

Notice period

- 12.5 Subject to the provisions of the Act relating to agreements for shorter notice, at least 21 days' notice must be given of a meeting of Members.

Contents of notice

- 12.6 A notice of a meeting of Members will specify:
- 12.6.1 the place, day and time of the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
 - 12.6.2 the general nature of the business to be conducted at the meeting;
 - 12.6.3 in the case of an election of Directors, the names of the candidates for election; and
 - 12.6.4 all other information required by section 249L of the Act.

Failure to give notice

- 12.7 Subject to the Act, the accidental omission to give notice of any meeting of Members to, or the non-receipt of that notice by, any of the Members will not invalidate any resolution passed at that meeting.

Notice of adjourned meeting in certain circumstances only

- 12.8 If a meeting of Members is adjourned for less than 21 days, no further notice of the time and place of the adjourned meeting need be given.
- 12.9 If a meeting of Members is adjourned for 21 days or more, at least 3 days' notice of the time and place of the adjourned meeting will be given to Members.

Persons entitled to notice of general meeting

- 12.10 Notice of every general meeting of the Company will be given in a manner authorised by clause 26.1 and in accordance with the Act to:
- 12.10.1 every State Member and Ordinary Member;
 - 12.10.2 every Director and Alternate Director; and
 - 12.10.3 the auditors of the Company.

No other person is entitled to receive notices of general meetings.

Persons entitled to attend general meetings

- 12.11 All State Members, Ordinary Members and Directors are entitled to attend meetings of Members as well as any other persons entitled to attend under the Act. No other person can attend meetings of Members unless the Directors resolve otherwise.
- 12.12 The chairperson may require any person to leave and remain out of any meeting who in the opinion of the chairperson is not complying with his or her reasonable directions.

Postponement or cancellation of meeting

- 12.13 The Directors may whenever they think fit postpone or cancel any meeting of Members other than a meeting convened under clause 12.2 or 12.3.

13 Proceedings at general meetings

Business of annual general meeting

- 13.1 The business of an annual general meeting is to:
- 13.1.1 receive and consider the annual financial report and any other accounts;
 - 13.1.2 receive and consider reports and statements as are required to be laid before the meeting;
 - 13.1.3 transact any other business which under this Constitution or by the provisions of the Act ought to be or may be transacted at an annual general meeting.

Special business

- 13.2 All business transacted at an annual general meeting other than that described in clause 13.1 and all business transacted at any other meeting of Members will be deemed special.
- 13.3 Except pursuant to the provisions of the Act, without:
- 13.3.1 the prior approval of the Directors; or
 - 13.3.2 the permission of the chairperson,
- no person may, as regards any special business of which notice has been given, move at any meeting of Members any resolution (other than a resolution in the same terms as specified in that notice) or any amendment of a resolution.

Quorum

- 13.4 A quorum is present at a general meeting if and only if more than half of the State Members are present by a Representative or proxy. For the purpose of determining if a quorum is present, a person who is present:
- 13.4.1 as a Representative for a State Member; and
 - 13.4.2 as a proxy for another State Member,
- will only be counted once.
- 13.5 No business can be transacted at any meeting of Members unless a quorum is present at the commencement of the meeting.

- 13.6 If a quorum is present at the beginning of a meeting of Members it is deemed present throughout the meeting unless the chairperson otherwise declares on the chairperson's own motion or at the instance of the Representative or proxy of a State Member.

Chairperson

- 13.7 The chairperson of Directors elected under clause 18.16 will preside as chairperson at every meeting of Members. If the chairperson of Directors is absent or unwilling to preside the deputy chairperson (if any) elected under clause 18.17 will preside.
- 13.8 If there is no such chairperson or deputy chairperson, or if at any meeting of Members such person is not present within 15 minutes of the time appointed for holding the meeting or willing to preside for all or part of the meeting, the Directors present may choose another Director as chairperson of the meeting (or part of it).
- 13.9 If no Director is present or if all Directors present decline to act as chairperson for all or part of the meeting, the persons present and entitled to vote may choose one of their number to be chairperson of the meeting (or part of it).

If quorum absent

- 13.10 If half an hour after the time appointed for a meeting of Members a quorum is not present:
- 13.10.1 a meeting convened under clause 12.2 or 12.3 will be dissolved; or
- 13.10.2 a meeting convened under clause 12.1 will be adjourned to such other day, time and place as the Directors may by notice to the Members appoint, but failing such appointment, then to the same day in the next week at the same time and place as the meeting adjourned.

Dissolution of adjourned general meeting if quorum absent

- 13.11 If at any adjourned general meeting a quorum is not present after half an hour from the time appointed for that adjourned general meeting, then the meeting will be dissolved.

Chairperson has casting vote

- 13.12 In the case of an equality of votes at any general meeting, the chairperson has a casting vote both on a show of hands and on a poll, in addition to the vote or votes to which the chairperson is entitled as a Representative or proxy of a State Member.

Voting on show of hands or poll

- 13.13 At any meeting of Members a resolution put to the vote of the meeting will be decided on a show of hands unless before a vote is taken or before or immediately after the declaration of the result of the show of hands a poll is demanded:
- 13.13.1 by the chairperson; or
- 13.13.2 by at least three State Members, present by Representative or proxy,
- but no poll will be demanded on any resolution concerning the election of a chairperson of a meeting or the adjournment of any meeting.

Questions decided by majority

- 13.14 Subject to the requirements of the Act in relation to special resolutions, a resolution will be taken to be carried if the proportion of the number of votes in favour of the resolution bears to the total number of votes on the resolution exceeds one-half.

Declaration by chairperson that resolution carried

- 13.15 A declaration by the chairperson that a resolution has on a show of hands been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the Company's minute book will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

Conduct of poll

- 13.16 If a poll has been demanded under this Constitution before the chairperson's declaration, it will be taken in such manner and at such time and place as the chairperson directs, and either at once or after an interval or adjournment or otherwise.
- 13.17 The result of the poll will be deemed to be the resolution of the general meeting at which the poll was demanded.
- 13.18 The demand for a poll may be withdrawn.

Continuation of meeting notwithstanding poll

- 13.19 The demand for a poll will not prevent the continuance of the meeting or the transaction of any business other than the resolution on which a poll has been demanded.

Adjournment of general meetings

- 13.20 The chairperson will adjourn a meeting of Members from time to time and from place to place, if the Members present with a majority of votes that may be cast at that meeting agree or direct the chairperson to do so.
- 13.21 No business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

General conduct of meetings

- 13.22 Subject to the requirements of the Act, the chairperson will be responsible for the general conduct of general meetings and for the procedures to be adopted at general meetings.
- 13.23 The chairperson may make rulings or adjourn the meeting without putting the question (or any question) to the vote if such action is required to ensure the orderly conduct of the meeting.
- 13.24 The chairperson may require the adoption of any procedures which are in the chairperson'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.
- 13.25 The chairperson may determine conclusively any dispute concerning the admission, validity or rejection of a vote.
- 13.26 Any person may be refused admission to a general meeting if their conduct, or any item in their possession, is in the opinion of the chairperson likely to cause disruption to the meeting.
- 13.27 Nothing contained in this clause 13 will be taken to limit the powers conferred on the chairperson by law.

14 Votes at general meetings

Number of votes

- 14.1 Subject to clauses 13, 14.2 and 14.6, at a meeting of Members every State Member present has one vote, whether voting is by show of hand or by poll. Where a person present at a meeting of Members is a Representative or proxy for more than one State Member, that person has one vote for each State Member they represent in a poll.

No vote if fees unpaid

- 14.2 A Member will not be entitled to vote on any resolution, either personally or by proxy or Representative at any meeting of Members if the Directors have so resolved pursuant to clause 10.1 and the entitlement to vote has not been reinstated under that clause.

Chairperson to determine disputes regarding votes

- 14.3 In the case of any dispute as to the admission or rejection of a vote, the chairperson may determine the dispute and such determination made in good faith is final.

Objections to qualification to vote

- 14.4 No objection to the qualification of any person to vote will be raised except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at that meeting is valid.
- 14.5 Any objection to the qualification of any person to vote at a meeting of Members made in due time will be referred to the chairperson, whose decision made in good faith is final.

Multiple Representatives, proxies or attorneys

- 14.6 If more than one Representative of or proxy for a State Member is present at a meeting of the Company, only one of them will be entitled to vote on a show of hands or on a poll. If the State Member has not given a clear instruction as to which of them is to vote, the chairperson of the meeting may determine which of them is entitled to vote.

No vote if contrary to Act

- 14.7 Notwithstanding any other clause in this Constitution, a State Member will not be entitled to vote, and any vote purportedly cast by a Representative or proxy of the State Member will be disregarded, on a particular resolution where such a vote is prohibited or required to be excluded by the Act.

15 Proxies and Representatives

Right to appoint proxy

- 15.1 A Member who is entitled to vote at a general meeting may appoint another person as the Member's proxy to attend and vote instead of the Member at the meeting. A State Member may only appoint a current Director or a person who is a delegate from that State Member organisation as its proxy.
- 15.2 A proxy may be appointed for all meetings or for any number of meetings or for a particular purpose.

Instrument appointing proxy will be written

- 15.3 An instrument appointing a proxy:

- 15.3.1 will be in writing executed under the hand of the appointor or of the appointor's attorney duly authorised in writing or, if the appointor is a corporation, under its common seal or the hand of its duly authorised attorney or in a manner permitted by the Act;
 - 15.3.2 must be in accordance with the Act; and
 - 15.3.3 may contain directions as to the manner in which the proxy is to vote in respect of any particular resolution or resolutions.
- 15.4 A facsimile of a written appointment of a proxy is valid if deposited in accordance with clause 15.7, unless the notice of meeting to which the appointment relates requires production of the original written appointment at the meeting and that requirement is not complied with.

Chairperson decide validity

- 15.5 Subject to the Act, the chairperson's decision as to the validity of the appointment of a proxy is final.

Authority conferred on proxy

- 15.6 Unless otherwise provided in the instrument of appointment, an instrument appointing a proxy will be taken to confer authority:
- 15.6.1 to agree to a meeting being convened by shorter notice than is required by the Act or by this Constitution;
 - 15.6.2 to agree to a resolution being proposed and passed as a resolution at a meeting of which less than 21 days notice has been given;
 - 15.6.3 even though the instrument may refer to specific resolutions and may direct the proxy or attorney how to vote on those resolutions:
 - (a) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion; and
 - (b) to vote on any procedural motion, including any motion to elect the chairperson or to adjourn the meeting;
 - 15.6.4 to speak on any proposed resolution on which the proxy may vote; and
 - 15.6.5 to demand or join in demanding a poll on any resolution on which the proxy may vote.

Proxy form to be deposited before meeting

- 15.7 An instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed (or a copy of that power or authority certified as a true copy by statutory declaration) or a facsimile of any of the documents referred to in this clause 15, must be deposited at the Office at least 48 hours before the time scheduled for commencement of the meeting (or any adjournment of the meeting) at which the person named in the instrument intends to vote.

Vote by proxy valid notwithstanding intervening death or unsoundness of mind of Member

- 15.8 A vote given in accordance with the terms of an instrument appointing a proxy will be valid notwithstanding:
- 15.8.1 the previous death or unsoundness of mind of the Member; or
 - 15.8.2 the revocation of the proxy,

if no intimation in writing of the death, unsoundness of mind or revocation has been received at the Office at least 48 hours before the time scheduled for the commencement of the meeting at which the person named in the proxy intends to vote.

Member may indicate whether proxy is to vote for or against resolution

- 15.9 Any form of proxy sent out by the Company to Members in respect of a proposed general meeting of Members will make provision for the Member to indicate whether the Member wishes to vote for or against any resolution.
- 15.10 The Member may but need not give a direction as to the manner in which a proxy is to vote in respect of a particular resolution.
- 15.11 Where a direction is given, the proxy is not entitled to vote on the resolution on behalf of that Member except in accordance with that direction.

Form of appointment of proxy

- 15.12 Subject to clause 15.3, every instrument appointing a proxy whether for a specified meeting or otherwise will be in such form as the Directors may prescribe or accept.

Failure to name appointee

- 15.13 Any instrument appointing a proxy in which the name of the appointee is not filled in will be deemed to be given in favour of the chairperson.

Appointment of Representative

- 15.14 Any Corporation which is a Member other than a State Member may appoint a person to act as its representative at meetings of Members in accordance with section 250D of the Act. For the avoidance of doubt, the Representative will have no right to attend and/or vote unless the appointing Member has the right to attend and/or vote.
- 15.15 Each State Member must appoint its Chief Executive Officer (or acting Chief Executive Officer of that State Member if that State Member's Chief Executive Officer position is vacant) to act as its representative at meetings of Members.

Proof of appointment or revocation of appointment of Representative

- 15.16 A certificate:
- 15.16.1 under the seal of the Corporation;
 - 15.16.2 signed by two directors of the Corporation (or where the Corporation has only one director, signed by that director); or
 - 15.16.3 signed by one director and one secretary of the Corporation;
- or such other document as the chairperson of the meeting in his or her sole discretion considers sufficient will be prima facie evidence of the appointment or of the revocation of the appointment (as the case may be) of a Representative.

16 Appointment, removal, remuneration and retirement of Directors

Number of Directors

- 16.1 The board of Directors of the Company will be made up as follows:
- 16.1.1 a number of State Member Directors corresponding to the number of State Members, with each State Member having the right to appoint one State Member Director who must be:
 - (a) the Chief Executive Officer of that State Member (or acting Chief Executive Officer of that State Member if that State Member's Chief Executive Officer position is vacant);
 - (b) if the person specified in clause 16.1.1(a) is unable or unwilling to be a Director, the deputy Chief Executive Office of that State Member; or
 - (c) if the person specified in clause 16.1.1(b) is unable or unwilling to be a Director, a person who is in an executive role at the State Member organisation;
 - 16.1.2 up to 2 Appointed Directors, each appointed by majority vote of the State Member Directors; and
 - 16.1.3 the Executive Director as an ex officio member, with no right to vote.
- 16.2 Appointed Directors are to be appointed for a term of up to 2 calendar years .
- 16.3 If the office of a State Member Director is vacated (for whatever reason), the State Member who appointed him or her may appoint a replacement but only in accordance with clause 16.1.1.

Limited ability of Directors to act during vacancies

- 16.4 The Directors may continue to act notwithstanding any vacancy in their number; but if the number falls below the minimum number fixed by the Act, the Directors will not act except in emergencies or for the purpose of filling up vacancies or convening a general meeting.

Resignation of Directors

- 16.5 A Director may resign from office on giving notice in writing to the Company.

Removal of Directors

- 16.6 The State Member which appoints a State Member Director may at any time, by notice in writing to that State Member Director and to the Company, remove that State Member Director from office.
- 16.7 Subject to the Act, the Company in general meeting convened on at least 21 days' notice may by ordinary resolution remove any Director.

Automatic vacation of office of Director

- 16.8 The office of a Director is vacated if that Director:
- 16.8.1 is declared by a practising medical practitioner duly qualified to make such a declaration to be of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - 16.8.2 is absent without the consent of all the other Directors from 3 or more meetings of the Directors held during a period of 12 consecutive months and the other Directors resolve that his or her office should be vacated;

- 16.8.3 resigns the office of Director in accordance with clauses 16.5 or 17.4;
- 16.8.4 is removed under the provisions of clauses 16.6, 16.7 or 17.2;
- 16.8.5 ceases to be a Director by virtue of clause 17.5;
- 16.8.6 becomes bankrupt or suspends payment or assigns his or her estate for the benefit of his or her creditors; or
- 16.8.7 otherwise ceases to be, or becomes prohibited from being, a Director by virtue of the Act.

17 Executive Director

Appointment of Executive Director

- 17.1 The Directors may appoint any person as Executive Director:
 - 17.1.1 either for a fixed term or without any limitation as to the period for which the person appointed is to hold the office; and
 - 17.1.2 subject to this Constitution, on any terms and conditions that the Directors determine.

Removal, suspension, replacement of absent Executive Director

- 17.2 Subject to the provisions of any contract between an Executive Director and the Company, the Directors may remove, dismiss or suspend an Executive Director from that office and appoint another or others in his or her place, or appoint a temporary substitute for an Executive Director while that Executive Director is absent or unable to act.
- 17.3 An Executive Director is entitled to attend, but may not vote at, any meeting of Directors.

Retirement of Executive Director

- 17.4 Subject to the provisions of any contract between an Executive Director and the Company, an Executive Director is subject to the same provisions as to resignation and removal as the other Directors.

Executive Director ceasing to be an employee

- 17.5 Each Executive Director ceases to be a Director on ceasing to be an employee of the Company or a related body corporate of the Company.

Powers of Executive Director

- 17.6 The Directors may confer on each Executive Director such of the powers exercisable under this Constitution by the Directors as they think fit, on such terms and conditions (consistent with this Constitution) and with such restrictions as they think fit.
- 17.7 The Directors may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf, and may revoke, withdraw, alter or vary all or any of those powers.

18 Proceedings of Directors

Meetings of Directors

- 18.1 The Directors may meet together to conduct business of the Company and adjourn and otherwise regulate their meetings as they think fit.

Quorum for meetings of Directors

- 18.2 A quorum for the purpose of considering a matter at a meeting will be more than half the number of Directors who are entitled under this Constitution and the Act to vote on a motion that may be moved in relation to such matter at that meeting.
- 18.3 A meeting of the Directors during which a quorum is present is competent to exercise any of the authorities, powers and discretions under this Constitution for the time being vested in or exercisable by the Directors generally.
- 18.4 Where a quorum cannot be established for a meeting of Directors (or consideration of a particular matter) the Chairperson may convene a general meeting of Members to deal with the matter or the matters in question.

Convening meetings of Directors

- 18.5 A Director may at any time and the Secretary will on the request of a Director convene a meeting of the Directors.

Notice of meetings of Directors

- 18.6 Notice of every Directors' meeting will be given to each Director and Alternate Director.
- 18.7 Notice of a meeting of Directors may be given in writing or by facsimile, email, telephone or other electronic means.

Meetings by electronic means

- 18.8 Without limiting the discretion of the Directors to regulate their meetings under clause 18.1, the Directors may, if they think fit, hold a meeting by telephone, video conference or other electronic means of audio or audio-visual communication.
- 18.9 A resolution passed by a meeting held in accordance with clause 18.8 will be deemed to have been passed at a meeting of the Directors held on the day on which and at the time at which the conference was held.
- 18.10 The provisions of this Constitution relating to proceedings of Directors apply to a meeting held in accordance with clause 18.8 to the extent that they are capable of applying, and with the necessary changes.
- 18.11 A Director present at the commencement of a meeting held in accordance with clause 18.8 will be conclusively presumed to have been present and, subject to other provisions of this Constitution, to have formed part of the quorum throughout the meeting.
- 18.12 Any minutes of a meeting held in accordance with clause 18.8 purporting to be signed by the chairperson of that conference or by the chairperson of the next succeeding meeting of Directors will be sufficient evidence of the observance of all necessary formalities regarding the convening and conduct of the conference.

Votes at meetings of Directors

- 18.13 Motions and resolutions arising at any meeting of the Directors will be decided by a majority of votes and each Director has one vote.

- 18.14 A person who is an Alternate Director is entitled to one vote, but only if that Appointor's State Member Director is not present.

Casting vote for chairperson of Directors

- 18.15 Subject to the Act, in case of an equality of votes the chairperson of a meeting of Directors will have a second or casting vote.

Chairperson and deputy chairperson of Directors

- 18.16 The Directors may elect a chairperson of Directors.
- 18.17 The Directors may also elect a deputy chairperson who in the absence of the chairperson at a meeting of the Directors may exercise all the powers and authorities of the chairperson.
- 18.18 If no chairperson or deputy chairperson is elected or if at any meeting the chairperson or deputy chairperson is not present within 15 minutes of the time appointed for holding the meeting or is not willing to act as chairperson for all or part of that meeting, the Directors present will choose one of their number to be chairperson of that meeting or part of that meeting (as the case may be).
- 18.19 A person elected as chairperson or deputy chairperson is to hold office for two years.

Committees of Directors

- 18.20 The board of Directors may delegate any of their powers to committees consisting of one or more Directors as they think fit, and the board of Directors may revoke that delegation.
- 18.21 A committee will conform to any directions and regulations that may be imposed upon it by the board of Directors in the exercise of its powers.
- 18.22 So far as they are capable of application and with the necessary changes, the clauses of this Constitution regulating the meetings and proceedings of the board of Directors govern the meetings and proceedings of committees the extent that the same are consistent with any directions and regulations made by the board of Directors.
- 18.23 Where a committee consists of two or more Directors, a quorum will be any two Directors or such larger number as the committee itself determines.

Defect in appointment or qualification of Director

- 18.24 All acts done at any meeting of the Directors or of a committee of Directors or by any person acting as a Director will be as valid as if every such person or committee had been duly appointed and every Director was qualified and entitled to vote, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a Director or of the committee or of the person acting as a Director, or that any Director was disqualified or not entitled to vote.

Written resolutions of Directors

- 18.25 If all of the Directors required to be given notice of a meeting as specified in clause 18.6, being not less than the number of Directors required to constitute a quorum for a meeting of the Directors, have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document or documents (as the case may be), a resolution in those terms will be deemed to have been passed at a meeting of the Directors held on the day and at the time at which the document was last signed by a Director.
- 18.26 For the purposes of clause 18.25:

- 18.26.1 two or more separate documents containing statements in identical terms each of which is signed by one or more Directors will together be deemed to constitute one document;
- 18.26.2 a reference to all the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution;
- 18.26.3 a document signed by an Alternate Director need not also be signed by the State Member Director of its Appointor and, if signed by a State Member Director appointed by a State Member that has also appointed an Alternate Director, need not be signed by the Alternate Director in that capacity; and
- 18.26.4 any document so signed by a Director may be received by the Company at the Office (or other place agreed by the Directors) by post, by facsimile or other electronic means or by being delivered personally.

19 Alternate Directors

Appointment and removal of Alternate Directors

- 19.1 A State Member may appoint any person who:
 - 19.1.1 is not an auditor of the Company or a partner, employer or employee of an auditor of the Company; and
 - 19.1.2 is in an executive role at that State Member organisation,to be the alternate of their State Member Director and act as an Alternate Director of the Company for such period as the appointing State Member (**Appointor**) determines. For the avoidance of doubt, an Appointed Director is not able to appoint an Alternate Director.
- 19.2 The Appointor, at any time and regardless of whether the appointment of an Alternate Director is for a specified period, may revoke the appointment of their Alternate Director.

Notice of appointment or removal of Alternate Directors

- 19.3 Any appointment or removal of an Alternate Director must be made by writing to the Company in accordance with clause 26.8 or by facsimile or email under clause 26.9.

Rights and powers of Alternate Directors

- 19.4 Subject to the Act, an Alternate Director:
 - 19.4.1 may act in the place of the State Member Director of his or her Appointor-;
 - 19.4.2 is entitled to attend and vote and be counted in determining a quorum at any meeting of the Directors except while the State Member Director of his or her Appointor is present;
 - 19.4.3 has all the rights and powers of the State Member Director of his or her Appointor (other than those conferred by clauses 19.1 and 19.2) and will be subject to the same duties as the State Member Director of his or her Appointor; and
 - 19.4.4 will be subject in all respects to the conditions and obligations applicable to the other Directors.
- 19.5 Subject to the Act, an Alternate Director is not prohibited from voting or being present in respect of a matter by reason only that the State Member Director of his or her Appointor is prohibited from voting or being present in respect of that matter.

Alternate Director is an Officer of Company

19.6 An Alternate Director is an Officer of the Company and will not be deemed to be the agent of the State Member Director of his or her Appointor.

Alternate goes when Appointor goes

19.7 If any Appointor ceases to be a State Member, his or her Alternate Director (if any) immediately ceases to be an Alternate Director.

20 Minutes

Minutes of all proceedings to be kept

20.1 The Directors will cause minutes of:

- 20.1.1 all proceedings and resolutions of meetings of Members;
- 20.1.2 all proceedings and resolutions of meetings of the Directors, including meetings of committees of Directors; and
- 20.1.3 all resolutions passed by the Directors without a meeting,

to be duly entered in books kept for that purpose in accordance with the Act.

Minutes to be signed by chairperson

20.2 The Directors will cause the minutes of any meeting referred to in clause 20.1 to be signed within a reasonable time after the meeting by:

- 20.2.1 the chairperson of the meeting at which the proceedings took place or at which the resolutions were proposed; or
- 20.2.2 the chairperson of the next meeting.

Minutes to be presumed accurate

20.3 Where the minutes referred to in clause 20.1 are signed in accordance with clause 20.2, those minutes will be presumed to be an accurate record of the relevant proceedings and resolutions unless the contrary is proved.

Inspection of minutes of general meetings

20.4 Books containing the minutes of proceedings of meetings of Members will be open for inspection by any Member without charge.

21 Secretary

Appointment and removal of Secretary

21.1 A Secretary or Secretaries will be appointed by the Directors in accordance with the Act for such term, at such remuneration and on such conditions as they think fit, and any Secretary so appointed may be removed by the Directors.

Acting Secretary

21.2 The Directors may appoint a person as an acting Secretary or as a temporary substitute for a Secretary. Any Secretary so appointed will for the purposes of this Constitution be deemed to be a Secretary.

22 Execution of documents

Custody and use of Seal

- 22.1 The Directors may provide a Seal for the Company and will provide for the safe custody of that Seal.
- 22.2 The Seal will only be used by the authority of the Directors or of a committee of the Directors as authorised by the Directors.

Execution using Seal

- 22.3 The Company may execute a document using a Seal if the Seal is affixed to the document and the affixing of the Seal is witnessed by:
- 22.3.1 two Directors;
 - 22.3.2 a Director and a Secretary; or
 - 22.3.3 a Director and another person appointed by the Directors for this purpose.

Execution

- 22.4 The Company may execute a document without using the Seal if the document is signed by:
- 22.4.1 two Directors;
 - 22.4.2 a Director and a Secretary; or
 - 22.4.3 a Director and another person appointed by the Directors for this purpose.
- 22.5 The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with clause 22.3 or 22.4.

23 Accounts

Company to keep

- 23.1 The Company must keep accounting and other records of the business of the Company as required by the Act.

Annual accounts to be laid before annual general meeting

- 23.2 Each year at the annual general meeting the Directors must lay before the Company the financial report for the last financial year of the Company, together with such other accounts, reports and statements as are required by the Act.

Copy of accounts to be sent

- 23.3 Other than those Members who have provided written notice to the Company stating that they do not wish to receive a copy of every document which is required to be laid before each annual general meeting, a copy of these documents will be sent to all persons entitled to receive notices of meetings of Members together with the notice of meeting, as required by the Act.

24 Appointment and removal of auditors

- 24.1 The auditors of the Company will:
- 24.1.1 will be appointed and may be removed as provided in the Act; and

24.1.2 are to perform the duties, and will have the rights and powers, as provided in the Act.

25 Secrecy

Members not entitled to discovery

- 25.1 The Directors will determine whether and to what extent, at what time and place or places, and under what conditions, the accounting records and other documents of the Company will be open to inspection by Members who are not Directors.
- 25.2 Subject to the Act, (but excluding section 247D of the Act), a Member who is not a Director does not have the right, but may in the absolute discretion of the Directors be authorised, to inspect or to require or receive any information, or to require discovery of any record or document of the Company or any information respecting any detail of the Company's trading or business, or any matter which is or may be in the nature of a trade secret, confidential information or secret process which may relate to the conduct of the business of the Company.

Officers of Company not to disclose information

- 25.3 Every Director, Executive Director, manager, Secretary, auditor, trustee, member of a committee, agent, accountant or other Officer of the Company is bound to observe secrecy with respect to all business of the Company, including all dealings and accounts of the Company and all related matters.
- 25.4 If required by the Directors, every such person will, before commencing that person's duties or employment or at any time afterwards, sign and make a declaration in a book to be kept for that purpose that they will not reveal or make known any business of the Company, including all dealings and accounts of the Company and all related matters which may come to their knowledge, to any person or persons except in the course and in the performance of their duties, or under compulsion or obligation of law, or when officially required so to do by the Directors or by the auditors for the time being, or by any general meeting of Members.

26 Notices

Method of service of notices

- 26.1 A notice may be served by the Company on a Member by any of the following methods:
- 26.1.1 by serving it personally on the Member;
 - 26.1.2 by leaving it at the address of the Member in the Register;
 - 26.1.3 by sending it by post in a prepaid letter, envelope or wrapper addressed to the Member at the address of the Member in the Register;
 - 26.1.4 by sending it by facsimile transmission to a facsimile number nominated by the Member for the purpose of serving notices on the Member; or
 - 26.1.5 by sending it by email transmission to an email address nominated by the Member for the purpose of serving notices on the Member.

For the purposes of clauses 26.1.2 and 26.1.3, a Member may provide the Company with an address other than that of the address of the Member in the Register for the purpose of serving notice on that Member.

Notification of address, facsimile number or email address

26.2 Each Member whose address in the Register is not in Australia may at any time notify in writing to the Company an address, email address or facsimile number in Australia which will be deemed to be that Member's address, email address or facsimile number in the Register within the meaning of clause 26.1.

Notice to overseas members without Australian address

26.3 If the address of a Member in the Register is not within Australia, all notices will be posted by air mail, or sent by facsimile transmission, air courier, or email.

Notice by advertisement

26.4 Any notice by a court of law or otherwise required or allowed to be given by the Company to the Members or any of them by advertisement will unless otherwise stipulated be sufficiently advertised if advertised once in a daily newspaper circulating in all States and Territories of Australia.

Receipt and effect

26.5 A notice is to be treated as given or made at the following time:

- 26.5.1 if it is personally served, upon personal service;
- 26.5.2 if it is delivered, when it is left at the relevant address;
- 26.5.3 if it is sent by post, 3 Business Days after it is posted;
- 26.5.4 if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number;
- 26.5.5 if it is sent by email, as soon as it enters the recipient's information system (as shown in a confirmation of delivery report from the sender's information system); and
- 26.5.6 if:
 - (a) a notice is delivered;
 - (b) an error free transmission report in relation to a fax of a notice is received; or
 - (c) the electronic confirmation of receipt of an email of a notice from the recipient's information system is received,after the normal business hours of the party to whom it is delivered or sent, it is to be treated as having been given or made at 9:00 am the next Business Day.

Signature for emails

26.6 In the case of email notices, the Company must ensure that each email is either signed by means of an electronically produced signature of a person authorised by that party to send the email or states that is being sent by a person authorised to send the email on behalf of the Company.

Calculation of notice period

26.7 Where a period of notice is required to be given, the day on which the notice is dispatched and the day of doing the act or other thing will not be included in the number of days or other period.

Address for giving notices to the Company

- 26.8 For notices to the Company, unless otherwise advised under clause 26.9, the address of the Company is the Office.
- 26.9 The facsimile number or email address of the Company is the number which the Company may specify by notice to the Members as the facsimile number or email address to which notices may be sent to the Company.

27 Officers' indemnities and insurance

Indemnities

- 27.1 To the extent permitted by law:
- 27.1.1 the Company indemnifies every person who is or has been an Officer of the Company or of a wholly-owned subsidiary of the Company against any liability for costs and expenses incurred by that person in defending any Proceedings in which judgment is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any Proceedings in which the Court grants relief to the person under the Act; and
- 27.1.2 the Company indemnifies every person who is or has been an Officer of the Company or of a wholly-owned subsidiary of the Company against any liability incurred by the person, as an Officer of the Company or of a wholly-owned subsidiary of the Company, to another person (other than the Company or a related body corporate of the Company) unless the liability arises out of conduct involving a lack of good faith.

Insurance

- 27.2 To the extent permitted by law, the Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Company or of a subsidiary of the Company against a liability:
- 27.2.1 incurred by the person in his or her capacity as an Officer of the Company or a subsidiary of the Company or in the course of acting in connection with the affairs of the Company or a subsidiary of the Company or otherwise arising out of the Officer's holding such office, provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a subsidiary of the Company or a contravention of sections 182 or 183 of the Act; or
- 27.2.2 for costs and expenses incurred by that person in defending Proceedings, whatever their outcome.

Interpretation of clause 27

- 27.3 In clauses 27.1 and 27.2 the term "**Proceedings**" means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in his or her capacity as an Officer or in the course of acting in connection with the affairs of the Company or a wholly-owned subsidiary (in clause 27.1) or subsidiary (in clause 27.2) of the Company or otherwise arising out of the Officer's holding such office (including proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Company or a wholly-owned subsidiary (in clause 27.1) or subsidiary (in clause 27.2) of the Company).

28 Amendment to this Constitution

28.1 The Company may modify or repeal this Constitution in accordance with section 136(2) of the Act.

Schedule

Definitions and interpretation

1 Definitions

1.1 In this Constitution:

Act means the *Corporations Act 2001* (Cth) or any other statutory modification, amendment or re-enactment thereof for the time being in force and applicable to the Company and any reference to any provision thereof is to that provision so modified, amended or re-enacted.

Alternate Director means a person holding office as an alternate director of the Company under clause 19.

Appointed Director means a director appointed under clause 16.1.2.

Appointor means, in respect of an Alternate Director, the State Member who appointed the Alternate Director under clause 19.

ASIC means the Australian Securities and Investments Commission.

Associate Member means any organisation or individual admitted as an associate member of the Company.

Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales.

Company means Baptist Care Australia Limited (ACN 079 868 116).

Corporation means any body corporate, whether formed or incorporated within or outside New South Wales.

Director means a director of the Company.

Executive Director means a Director who is an employee (whether full time or part time) of the Company appointed under clause 17.

Income Tax Assessment Act means the Income Tax Assessment Act 1997 (Cth).

Member means a person admitted to membership of the Company in accordance with this Constitution.

Membership Benefits means benefits offered by the Company to Members or a class or classes of benefits from time to time as an incident of membership, but does not include the rights conferred on Members by this Constitution.

Objects means the objects of the Company as listed in clause 3.

Office means the registered office of the Company.

Officer has the meaning given in section 9 of the Act.

Ordinary Member means any Baptist agency, school or church admitted as an ordinary member of the Company.

Register means the register of Members required to be kept under the Act.

Representative means:

- (a) in relation to a Corporation which is not a State Member, a person appointed as a representative of a body corporate in accordance with clause 15.14; or

- (b) in relation to a State Member, the person appointed as a representative of a the State Member in accordance with clause 15.15.

Seal means the common seal of the Company (if any).

Secretary means the person holding office as secretary of the Company under clause 21, and if there are joint secretaries, any one or more of such joint secretaries.

State Member means a member referred to in clause 8.1.1.

State Member Director means a director appointed by a State Member in accordance with clause 16.1.1.

2 Interpretation

2.1 In this Constitution, unless the context requires otherwise:

- 2.1 Headings or subheadings are inserted for guidance only and do not govern the meaning or construction of any provision of this Constitution.
- 2.2 Words expressed in the singular include the plural and vice versa.
- 2.3 Words expressed in one gender include the other gender.
- 2.4 A “person” includes a company, partnership, firm, joint venture, association, authority, corporation or other body corporate.
- 2.5 References to clauses are to clauses of this Constitution.
- 2.6 References to time are to time in Sydney, New South Wales.
- 2.7 Where a day, which is not a Business Day, is specified by or on which a thing must be done, that thing that must be done by or on the next succeeding Business Day.
- 2.8 A reference to “dollars” or “\$” are reference to the currency of Australia.
- 2.9 The schedule forms part of this Constitution.
- 2.10 Where any word or phrase is given a defined meaning any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning.

3 Corporations Act

3.1 In this Constitution, unless the contrary intention appears while the Company is a registered charity under the *Australian Charities and Not for profits Commission Act 2012* (Cth):

- 3.1.1 subject to clause 3.1.2, the provisions of the Act in Part 2G.2 and Part 2G.3 apply as if section 111L(1) of the Act was not enacted; and
- 3.1.2 if one of those provisions includes a reference to ASIC, including a reference to lodge any document with, or seek consent or approval from ASIC, that particular requirement does not apply to the Company.