



**Birthing Kit  
Foundation**  
Australia

ABN 65 121 658 428  
ACN 121 658 428

A Company Limited by Guarantee

# **CONSTITUTION**

# TABLE OF CONTENTS

---

<b>1</b>	<b>Purpose of Company</b>	<b>6</b>
1.1	Purpose	6
1.2	Payment by the Company in good faith	6
1.3	Application of property on winding up	6
1.4	Charitable Fundraising Act	6
1.5	Gift Fund	7
1.6	Deductible Gift Recipient Status	7
1.7	Powers	7
<b>2</b>	<b>Membership</b>	<b>7</b>
2.1	Continuing members	7
2.2	Admission as a Member	7
2.3	Membership report	8
2.4	Directors' determination	8
2.5	Annual subscription	8
2.6	Directors may create and vary classes and class rights	8
2.7	Honorary Membership	8
2.8	Ceasing to be a Member	8
2.9	Resignation	9
2.10	Termination	9
2.11	Limited liability	9
2.12	Membership is not transferable	9
<b>3</b>	<b>General meetings</b>	<b>9</b>
3.1	Annual general meeting	9
3.2	Power to convene general meeting	9
3.3	Calling of general meeting by Directors when requested by Members	10
3.4	Notice of general meeting	10
3.5	Non-receipt of notice of general meeting	10
3.6	Cancellation or postponement of general meeting	10
3.7	Written notice of cancellation or postponement of general meeting	10
3.8	Contents of notice postponing general meeting	11
3.9	Notice period for postponed general meeting	11
3.10	Business at postponed general meeting	11
3.11	Non-receipt of notice of cancellation or postponement of a general meeting	11
3.12	Proxy or attorney at postponed general meeting	11
<b>4</b>	<b>Proceedings at general meetings</b>	<b>11</b>
4.1	Reference to a Member	11
4.2	Number for a quorum	12
4.3	Requirement for a quorum	12
4.4	Quorum and time	12
4.5	Adjourned meeting	12
4.6	Appointment and powers of Chairperson of general meeting	12

4.7	Absence of Chairperson at general meeting	12
4.8	Conduct of general meetings	13
4.9	Adjournment of general meeting	13
4.10	Notice of adjourned meeting	13
4.11	Questions decided by majority	13
4.12	Equality of votes – casting vote for Chairperson	13
4.13	Declaration of results	13
4.14	Poll	14
4.15	Objection to voting qualification	14
4.16	Chairperson to determine any poll dispute	14
4.17	Postal Ballots	14
<b>5</b>	<b>Votes of Members</b>	<b>15</b>
5.1	Voting rights	15
5.2	Right to appoint proxy	15
5.3	Right to appoint attorney	15
5.4	Right to direct manner of voting by proxyholder or attorney	15
5.5	Form of proxy or attorney	16
5.6	Right of proxyholder or attorney to vote	16
<b>6</b>	<b>Directors</b>	<b>16</b>
6.1	Initial Directors	16
6.2	Number of Directors	16
6.3	Appointment	16
6.4	Change of number of Directors	16
6.5	Rotation of Directors	16
6.6	Office held until conclusion of meeting	17
6.7	Director elected at general meeting	17
6.8	Persons eligible to be elected as a Director	17
6.9	Casual vacancy of office of Director	18
6.10	Remuneration of Directors	18
6.11	Disclosing Directors' interests	18
6.12	Directors may contract with the Company and hold other offices	19
6.13	Vacation of office	20
6.14	Successive Terms	21
<b>7</b>	<b>Powers and duties of Directors</b>	<b>21</b>
7.1	Directors to manage Company	21
7.2	Specific powers of Directors	21
7.3	Appointment of attorney	21
7.4	Provisions in power of attorney	21
7.5	Minutes	21
<b>8</b>	<b>Proceedings of Directors</b>	<b>21</b>
8.1	Directors meetings	21
8.2	Director may convene a meeting	21
8.3	Questions decided by majority	22
8.4	Notice of meeting of Directors	22

8.5	Chairperson’s casting vote	22
8.6	Quorum	22
8.7	Four Directors can constitute a quorum	22
8.8	Effect of vacancy	23
8.9	Director attending and voting by proxy	23
8.10	Convening meetings	23
8.11	Chairperson and Deputy Chairperson	23
8.12	Removal of Chairperson by the Directors	23
8.13	Chairperson to preside over Directors’ meeting	23
8.14	Questions of Directors’ meeting decided by majority	23
8.15	Directors’ committees	23
8.16	Powers delegated to Directors’ committees	24
8.17	Directors’ committee meetings	24
8.18	Circulating resolutions	24
8.19	Meeting by use of technology	24
8.20	Validity of acts of Directors	24
<b>9</b>	<b>Manager</b>	<b>24</b>
<b>10</b>	<b>Secretary</b>	<b>25</b>
10.1	Secretaries	25
<b>11</b>	<b>Provisions applicable to all executive officers</b>	<b>25</b>
<b>12</b>	<b>Inspection of records</b>	<b>25</b>
12.1	Inspection by Members	25
12.2	Right of a Member to inspect	26
<b>13</b>	<b>Service of documents</b>	<b>26</b>
13.1	Document includes notice	26
13.2	Methods of service	26
13.3	Post	26
13.4	Fax or electronic transmission	26
<b>14</b>	<b>Indemnity</b>	<b>26</b>
14.1	Indemnity of officers, Auditors and agents	26
14.2	Insurance	27
14.3	Deeds	27
<b>15</b>	<b>Winding up</b>	<b>27</b>
<b>16</b>	<b>Accounts</b>	<b>28</b>
<b>17</b>	<b>Gift Fund</b>	<b>28</b>
17.1	Establishing the Gift Fund	28
17.2	Rules of the Gift Fund	28
17.3	Winding-up the Gift Fund	29
<b>18</b>	<b>Definitions and interpretation</b>	<b>29</b>
18.1	Definitions	29

18.2	Interpretation	30
18.3	Corporations Act	31
18.4	Headings	31
18.5	Powers	31

---

## **1 Purpose of Company**

### **1.1 Purpose**

The purpose of the Company is to eliminate or reduce infant and maternal morbidity and mortality in developing countries. The Company may undertake any activity to promote this purpose, including commercial ventures.

### **1.2 Payment by the Company in good faith**

Subject to Clauses 6.10 and Clause 11, Clause 1.2 does not prevent payment in good faith to an Officer or Member, or to a firm of which an Officer or Member is a partner:

- (a) of remuneration for services to the Company; or
- (b) for goods supplied in the ordinary course of business; or
- (c) of interest at a rate not exceeding the rate fixed for the purposes of this Clause 1.2 by the Company in general meeting on money borrowed from an Officer or Member;
- (d) of reasonable rent for premises let by an Officer or Member in the ordinary course of business; or
- (e) of any sum permitted to be paid under Clause 14 or under a deed entered into under Clause 14,

provided that any such payment, or any other payment permitted by this Constitution, made or proposed to be made to a Director, has been approved by the Board.

### **1.3 Application of property on winding up**

If any property remains on the winding-up or dissolution of the Company and after satisfaction of all its debts and liabilities, that property may not be paid to or distributed among the Officers or Members but must be given or transferred to some other institution:

- (a) having purposes similar to the purposes of the Company;
- (b) whose constitution prohibits the distribution of its income and property among its members and Directors to an extent at least as great as imposed on the Company under this Constitution; and
- (c) being an institution accepted as a deductible gift recipient because it is a public benevolent institution.

The institution is to be determined by the Members at or before the time of dissolution.

### **1.4 Charitable Fundraising Act**

Funds raised by means of a fundraising appeal or by any other means must be raised and maintained in accordance with the law of the Commonwealth and the applicable law of any State or Territory in which the funds are raised.

## **1.5 Gift Fund**

The Company may establish and maintain a Gift Fund called the 'Maternal Health Gift Fund' under item 9.1.1 of table 9 in subsection 78(4) (overseas aid funds) of the Income Tax Assessment Act 1936 to receive gifts; and to keep amounts so described separate from the Company's other sources of funding such as Government grants so as to comply with the Australian Taxation Office rules for overseas aid gift deductibility.

## **1.6 Deductible Gift Recipient Status**

The Company will seek to obtain and maintain endorsement by the Australian Taxation Office as a deductible gift recipient. If, having endorsed the Company as a deductible gift recipient, the Australian Taxation Office later revokes the endorsement, the Company must transfer to another institution with similar objects, which is charitable at law, to which income tax deductible gifts can be made, the balance of the following moneys in the Company's possession at the time of revocation:

- (a) money or property given to the Company for the principal purpose of the Company;
- (b) contributions made to the Company in relation to an eligible fundraising event held for the Company's principal purpose;
- (c) money received by the Company because of such gifts and contributions referred to in subparagraphs (a) and (b).

## **1.7 Powers**

The Company has all the powers of a public company limited by guarantee set out in the Corporations Act, but only to the extent necessary or convenient to carry out, or incidental to carrying out, the Company's purpose.

---

## **2 Membership**

### **2.1 Continuing members**

Persons and corporations who are registered as members as at 18 November 2014 continue as members subject to article 2.8.

### **2.2 Admission as a Member**

A person who:

- 2.2.1 is a natural person over 18 years of age, or a body corporate;
  - 2.2.2 submits to the company a completed Membership Application Form;
  - 2.2.3 pays the annual membership fee for the current Financial Year
- will be registered provisionally as a Member in the Company's membership register.

## **2.3 Membership report**

The Company must present to the Board of Directors at each Directors' meeting a report of new members provisionally registered in the membership register since the previous Directors' meeting.

## **2.4 Directors' determination**

- 2.4.1 The Board may decline the membership of a person or corporation who has been provisionally registered, without reasons, upon presentation of the membership register report with that person or corporation's details under article 2.3.
- 2.4.2 If the Directors do not decline the membership of a person or corporation under the preceding article 2.4.1, the person or corporation becomes a member of the Company.

## **2.5 Annual subscription**

- 2.5.1 A member must pay an annual membership fee in advance for each Financial Year.
- 2.5.2 The annual subscription will be an amount determined from time to time by the Members in General Meeting. A different subscription may be determined respectively for natural persons and bodies corporate.

## **2.6 Directors may create and vary classes and class rights**

The Directors may, subject to this Constitution and the Corporations Act:

- 2.6.1 establish any new class of Members and define the rights, restrictions and obligations of Members in that class; and
  - 2.6.1.1 vary or cancel the rights, restrictions and obligations of Members in any new or existing class, if:
    - 2.6.1.2 two-thirds of the total membership of that class give their written consent; or
    - 2.6.1.3 a special resolution to that effect is passed by two-thirds of the total membership of that class at a separate meeting of those Members.

## **2.7 Honorary Membership**

The Directors may, by resolution, confer honorary life membership on a person:

- 2.7.1 as patron of the Birthing Kit Foundation (Australia); or
- 2.7.2 in recognition of exceptional and outstanding contributions to the work and the purpose of the Company.

An honorary life member is not required to pay a subscription fee.

## **2.8 Ceasing to be a Member**

A Member ceases to be a Member on:

- 2.8.1 resignation;
- 2.8.2 death;
- 2.8.3 becoming of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;



- 2.8.4 the termination of the person's membership by the Directors in accordance with this Constitution;
- 2.8.5 failure to pay the annual membership fee for a Financial Year by 1 July of that Financial Year;
- 2.8.6 failing to comply with this constitution;
- 2.8.7 if the Company is dissolved or otherwise ceases to exist, has a liquidator or provisional liquidator appointed to it, or is unable to pay its debts; or
- 2.8.8 if the Member is a corporation and is dissolved or otherwise ceases to exist, has a liquidator or provisional liquidator appointed to it, or is unable to pay its debts.

## **2.9 Resignation**

A Member may by written notice to the Company resign membership with immediate effect or with effect from a specified date occurring not more than 30 days after the service of the notice.

## **2.10 Termination**

The Directors may by written notice to a Member terminate the Member's membership with effect from a date specified in the notice on grounds that the Member is not a fit and proper person to be a Member, if:

- 2.10.1 the Member has been given notice at least 1 month before the meeting at which the matter will be determined to show cause why the Member's membership should not be terminated, setting out the reasons why termination is to be considered;
- 2.10.2 the Member is given an opportunity to be heard or make a written submission on the proposed termination at or before the Director's meeting at which the matter is determined.

## **2.11 Limited liability**

The Members have no liability as Members except as set out in Article 15.

## **2.12 Membership is not transferable**

Membership of the Company is personal to the Member and is not transferable.

---

## **3 General meetings**

### **3.1 Annual general meeting**

Annual general meetings of the Company are to be held in accordance with the Corporations Act.

### **3.2 Power to convene general meeting**

A Director or the Directors may convene a general meeting when they think fit and must do so if required to do so under the Corporations Act.

### **3.3 Calling of general meeting by Directors when requested by Members**

The Directors must call and arrange to hold a general meeting on the request of the lesser of;

- (a) Members holding at least 25 per cent of the votes that may be cast at the general meeting; and
- (b) 25 Members who are entitled to vote at the general meeting.

The request must be :

- (a) in writing;
- (b) state the resolution to be proposed at the meeting;
- (c) signed by the Members making the request; and
- (d) given to the Company.

Separate copies of the document setting out the request may be used for signing by Members if the wording in the request is identical in each copy. The percentage of votes that Members have is to be calculated as at the midnight before the request is given to the Company. The Directors must call the meeting within 21 days after the request is given to the Company. The meeting is to be held not later than two months after the request is given to the Company.

### **3.4 Notice of general meeting**

Notice of a meeting of Members must be given in accordance with Section 14 of the Corporations Act.

### **3.5 Non-receipt of notice of general meeting**

The non-receipt of notice of a general meeting, or the accidental omission to give notice of a general meeting to a person entitled to receive notice does not invalidate any resolution passed at the general meeting.

### **3.6 Cancellation or postponement of general meeting**

Where a general meeting (including an annual general meeting) is convened by the Directors, they may, when they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them. This Clause does not apply to a meeting convened in accordance with the Corporations Act by a single Director, by Members, by the Directors on the request of Members, or to meetings convened by a Court.

### **3.7 Written notice of cancellation or postponement of general meeting**

Written notice of cancellation or postponement of a general meeting must be given to all persons entitled to receive notices of general meetings from the Company. The notice must be given at least seven days before the date for which the meeting is convened and must specify the reason for cancellation or postponement.

### **3.8 Contents of notice postponing general meeting**

A notice postponing the holding of a general meeting must specify:

- (a) a date and time for the holding of the meeting; and
- (b) a place for the holding of the meeting, which may be either the same as or different to the place specified in the notice convening the meeting.

### **3.9 Notice period for postponed general meeting**

The number of clear days from when a notice postponing the holding of a general meeting is given to the date specified in that notice for the holding of the meeting may not be less than the number of days' notice of the meeting required to be given by this Constitution or the Corporations Act.

### **3.10 Business at postponed general meeting**

The only business that may be transacted at a general meeting which is postponed is the business specified in the notice convening the meeting.

### **3.11 Non-receipt of notice of cancellation or postponement of a general meeting**

The accidental omission to give notice of the cancellation or postponement of a meeting to, or the non-receipt of any such notice by any person entitled to notice does not invalidate that cancellation or postponement or any resolution passed at a postponed meeting.

### **3.12 Proxy or attorney at postponed general meeting**

The date of the postponed general meeting is substituted for and applies to the exclusion of the date specified in the instrument of proxy or power of attorney if:

- (a) by the terms of an instrument appointing them, a proxy or attorney is authorised to attend and vote at a general meeting to be held on a specified date or at a general meeting to be held on or before a specified date; and
- (b) the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy or power of attorney.

However, this may not be done if the Member appointing the proxy or attorney gives to the Company at its Registered Office written notice to the contrary at least 48 hours before the time to which the holding of the meeting has been postponed.

---

## **4 Proceedings at general meetings**

### **4.1 Reference to a Member**

Unless the contrary intention appears, a reference to a Member in this Clause 4 means a person who is:

- (a) a Member; or
- (b) a proxy; or
- (c) an attorney.

#### **4.2 Number for a quorum**

Subject to Clause 4.5, 15 Members or 50 per cent of the total Members of the Company present in person or by proxy or attorney whichever is the lowest number are a quorum at a general meeting.

#### **4.3 Requirement for a quorum**

An item of business may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it. If a quorum is present at the beginning of a meeting it is taken to be present throughout the meeting unless the Chairperson of the meeting on their own motion or at the request of a Member, proxy or attorney who is present, declares otherwise.

#### **4.4 Quorum and time**

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

- (a) if convened by, or on requisition of, Members is dissolved; and
- (b) in any other case stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Directors appoint by notice to the Members and others entitled to notice of the meeting.

#### **4.5 Adjourned meeting**

At a meeting adjourned under Clause 4.4(b), 15 Members or 50 per cent of the total Members of the Company whichever is the lowest number present in person or by proxy or attorney are a quorum. If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

#### **4.6 Appointment and powers of Chairperson of general meeting**

If the Directors have elected one of their number as Chairperson, that person is entitled to preside as Chairperson at a general meeting.

#### **4.7 Absence of Chairperson at general meeting**

If a general meeting is held and:

- (a) a Chairperson has not been elected by the Directors; or
- (b) the elected Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the following may preside as Chairperson of the meeting (in order of precedence):

- (c) the Deputy Chairperson (if any);
- (d) a Director chosen by a majority of the Directors present;
- (e) the only Director present;
- (f) a Member chosen by a majority of the Members present in person or by proxy or attorney.

#### **4.8 Conduct of general meetings**

The Chairperson of a general meeting:

- (a) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;
- (b) may require the adoption of any procedure which is in the Chairperson's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting; and
- (c) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the Chairperson considers it necessary or desirable for the proper conduct of the meeting,

and a decision by the Chairperson under this Clause is final.

#### **4.9 Adjournment of general meeting**

The Chairperson of a general meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting. The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and any place, but:

- (a) in exercising this discretion, the Chairperson may, but need not, seek the approval of the Members present. Unless required by the Chairperson, a vote may not be taken or demanded by the Members present in respect of any adjournment; and
- (b) only unfinished business is to be transacted at a meeting resumed after an adjournment.

#### **4.10 Notice of adjourned meeting**

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for one month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

#### **4.11 Questions decided by majority**

Subject to the requirements of the Corporations Act, a resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

#### **4.12 Equality of votes – casting vote for Chairperson**

If there is an equality of votes, whether on a show of hands or on a poll, the Chairperson of the general meeting is not entitled to a casting vote in addition to any votes to which the Chairperson is entitled as a Member or proxy or attorney of a Member.

#### **4.13 Declaration of results**

At any general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.

A declaration by the Chairperson 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, is conclusive evidence of the fact. Neither the Chairperson nor the minutes need state and it is not necessary to prove the number or proportion of the votes recorded in favour of or against the resolution.

#### **4.14 Poll**

- (a) If a poll is properly demanded, it must be taken in the manner and at the date and time directed by the Chairperson and the result of the poll is the resolution of the meeting at which the poll was demanded.
- (b) A poll demanded on the election of a Chairperson or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

#### **4.15 Objection to voting qualification**

Objection may not be raised to the right of a person to attend or vote at a meeting or adjourned meeting or to vote on a poll except at that meeting or adjourned meeting or when that poll is taken. Every vote not disallowed at the meeting or adjourned meeting or when the poll is taken is valid.

#### **4.16 Chairperson to determine any poll dispute**

If there is a dispute as to the admission or rejection of a vote, the Chairperson of the meeting must decide it and the Chairperson's decision made in good faith is final and conclusive.

#### **4.17 Postal Ballots**

- (a) Subject to the provisions of the Corporations Act and this Clause, the Directors may submit any question or resolution to the vote of Members entitled to vote at a general meeting of the Company by means of a postal ballot ("**a Postal Ballot**") in such form and returnable in such manner as the Directors decide. A resolution approved by a majority of the Members voting by such Postal Ballot will have the same force and effect as such a resolution would have if carried by such a majority at a duly constituted general meeting of the Company.
- (b) At least 21 days prior to the closing date of a Postal Ballot, the Secretary will send ballot papers to all voting Members, giving particulars of the business in relation to which the Postal Ballot is conducted, an explanation of the method of voting and notice of the closing date of the Postal Ballot, and a voting form (all in a form and with such content as the Directors may approve).
- (c) The Secretary shall receive all voting forms received from voting Members in respect of a Postal Ballot and shall promptly advise the Directors of the result of

the Postal Ballot. Any voting form received after 5.00 pm on the closing date of a Postal Ballot shall be deemed to be invalid and shall not be counted.

- (d) In the event of any dispute by a Member in relation to the validity or conduct of any Postal Ballot, the Member may within 30 days of the closing date of the Postal Ballot, give notice in writing to the Directors stating the grounds of the complaint. The Directors may either investigate the complaint, or appoint a committee for that purpose. After hearing the complaint, the Directors will determine the matter and their decision will be final and binding.

---

## **5 Votes of Members**

### **5.1 Voting rights**

Subject to the rights and any restrictions attached to or affecting any class of Members and to any other restrictions in this Constitution:

- (a) on a show of hands, each Member present in person and each other person present as proxy or attorney of a Member has one vote; and
- (b) on a poll, each Member present in person has one vote and each person present as proxy or attorney of a Member has one vote for each Member that the person represents.

### **5.2 Right to appoint proxy**

Subject to the Corporations Act, a Member entitled to attend at a meeting of the Company or of any class of Members is entitled to appoint another person (whether a Member or not) as proxy to attend in the Member's place at the meeting. A proxy has the same right as the Member to speak and vote at the meeting and may be appointed in respect of more than one meeting.

To be effective, an instrument appointing a proxy under this Clause must be received by the Company at least 48 hours before the meeting together with any authority under which the instrument was signed or a certified copy of the authority.

### **5.3 Right to appoint attorney**

A Member may by power of attorney appoint an attorney to act on the Member's behalf at all or any meetings of the Company or of any class of Members. An attorney has the same right as the Member to speak and vote at the meeting and may be appointed in respect of more than one meeting.

To be effective, an instrument appointing an attorney under this Clause, together with any evidence of non-revocation the Directors require, must be received by the Company at least 48 hours before the meeting.

### **5.4 Right to direct manner of voting by proxyholder or attorney**

An instrument appointing a proxy or attorney may direct the manner in which the proxy or attorney is to vote in respect of a particular resolution and, where an instrument so provides, the proxy or attorney is not entitled to vote on the proposed resolution except as directed in the instrument.

## **5.5 Form of proxy or attorney**

An instrument appointing a proxy or attorney need not be in any particular form provided it is in writing, legally valid and signed by the appointer or the appointer's attorney.

## **5.6 Right of proxyholder or attorney to vote**

The appointment of a proxy or attorney is not revoked by the appointer attending and taking part in the general meeting but, if the appointer votes on any resolution, the proxy or attorney is not entitled to vote, and must not vote, as the appointer's proxy or attorney on the resolution.

---

# **6 Directors**

## **6.1 Initial Directors**

On registration of the Company the First Board will consist of six to nine persons. At least five members of the First Board, including the Chairperson, must be persons who have been involved with the Birthing Kit Committee of the Zonta Club of the Adelaide Hills Inc.

The names of the first Directors shall be decided in writing by the subscribers to this Constitution.

## **6.2 Number of Directors**

The number of Directors is to be not less than four nor more than nine. The Directors in office at the time of adoption of this Constitution continue in office subject to this Constitution.

## **6.3 Appointment**

The Company in general meeting may elect a person as a Director either to fill a casual vacancy or as an additional Director provided that the person is a Member at the time of their appointment and throughout their term of office as a Director. A person is ineligible to be appointed as a Director if he or she is an employee of the Company or any of its subsidiaries otherwise than as Manager or Executive Director of the Company.

## **6.4 Change of number of Directors**

The Company in general meeting may by resolution increase or reduce the number of Directors, and may also determine the rotation by which the increased or reduced number is to retire from office.

## **6.5 Rotation of Directors**

### **(a) First annual general meeting**

Prior to the first annual general meeting, the Directors shall select by agreement or if necessary by lot half of the Directors (or if the total number of



Directors is odd, the next number below half) to stand for a further one year of office until the second annual general meeting and the other half of the Directors to stand for a further two years of office until the third annual general meeting. The terms of office of the Directors so decided shall be notified to the Members at the first annual general meeting.

**(b) Second annual general meeting**

At the second annual general meeting of the Company, the Directors selected for one year of office at the first annual general meeting will retire from office.

**(c) Third annual general meeting**

At the third annual general meeting of the Company, the Directors selected for two years of office at the first annual general meeting will retire from office.

**(d) Subsequent annual general meetings**

At each subsequent annual general meeting, half of the Directors, or, if their number is not two or a multiple of two, then the next number below half, and any other Director who has held office for two years or more since last being elected, must retire from office.

In determining the number of Directors to retire, account is not to be taken of a Director who only holds office until the conclusion of the meeting in accordance with Clause 6.9.

The Directors to retire at an annual general meeting must be those who have been longest in office since their last election.

**6.6 Office held until conclusion of meeting**

A retiring Director holds office until the conclusion of the meeting at which that Director retires but is eligible for re-election.

**6.7 Director elected at general meeting**

The Company may, at a general meeting at which a Director retires or otherwise vacates office, by resolution fill the vacated office by electing an eligible person to that office.

**6.8 Persons eligible to be elected as a Director**

A person is eligible for election to the office of a Director at a general meeting only if:

- (1) the person is in office as a Director immediately before that meeting;
- (2) the person has been nominated by the Directors for election at that meeting; or
- (3) where the person is a member, he or she has, at least 30 business days but no more than 90 business days before the meeting, given the Company a notice signed by him or her stating his or her desire to be a candidate for election at that meeting; and
- (4) the person (unless employed as Executive Director) is not an employee of the Company or one of its subsidiaries.

## **6.9 Casual vacancy of office of Director**

After the second annual general meeting, the Directors may at any time appoint a person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, provided the total number of Directors does not exceed the maximum number under Clause 6.2. Such Director shall hold office until the conclusion of the next annual general meeting following their appointment and, if otherwise qualified, will be eligible for re-election.

## **6.10 Remuneration of Directors**

A Director may not be paid any remuneration for services as a Director. However, a Director is entitled to be reimbursed out of the funds of the Company for his or her reasonable travelling, accommodation and other expenses incurred when travelling to or from meetings of the Directors or a Committee or when otherwise engaged on the affairs of the Company.

## **6.11 Disclosing Directors' interests**

- (a) Subject to this Clause 6.11, a Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company must, as soon as practicable after the relevant facts have come to the Director's knowledge, declare the nature of the interest at a meeting of the Directors.
- (b) The requirements of Clause 6.11(a) do not apply in respect of an interest of a Director that consists only of being a member or creditor of a corporation that is interested in a contract or proposed contract with the Company if the interest of the Director may properly be regarded as not being a material interest.
- (c) A Director is not to be taken to be, or to have been at any time, interested in a contract or proposed contract which has been or will be made with or for the benefit of or on behalf of a body corporate that is related to the Company merely because the Director is a Director of that body corporate.
- (d) For the purposes of Clause 6.11(a), a general notice given to the Directors by a Director to the effect that the Director is an officer or member of a specified body corporate or a member of a specified firm and is to be regarded as interested in any contract that may, after the date of the notice, be made with that body corporate or firm is sufficient declaration of interest in relation to any contract so made or proposed to be made if:
  - (i) the notice states the nature and extent of the Director's interest in the body corporate or firm;
  - (ii) when the question of confirming or entering into the contract is first taken into consideration, the extent of the Director's interest in the body corporate or firm is not greater than is stated in the notice; and
  - (iii) the notice is given at a meeting of the Directors or the Director takes reasonable steps to ensure that it is brought up and read at the next meeting of the Directors after it is given.
- (e) A Director who holds any office or possesses any property whereby, whether directly or indirectly, duties or interests might be created in conflict with his or

her duties or interests as Director must, in accordance with Clause 6.11(f), declare at a meeting of the Directors of the Company the fact and the nature, character and extent of the conflict.

- (f) A declaration required by Clause 6.11(e) in relation to the holding of an office or the possession of any property must be made by a person:
  - (i) where the person holds the office or possesses the property as mentioned in Clause 6.11(e) when the person becomes a Director - at the first meeting of Directors held after:
    - (A) the person becomes a Director; or
    - (B) the relevant facts as to the holding of the office or the possession of the property come to the person's knowledge;whichever is later; or
  - (ii) where the person begins to hold the office or comes into possession of the property as mentioned in paragraph (e) after the person becomes a Director - at the first meeting of Directors held after the relevant facts as to the holding of the office or the possession of the property come to the person's knowledge.
- (g) In addition to any disclosures required under Clauses 6.11(a) to (f) inclusive or the Corporations Act, the Directors may make regulations requiring disclosure of interests that a Director, and any person deemed by the Directors to be related to the Director, may have in any matter that relates to the affairs of the Company or a related body corporate or in any other matter. The extent to which, and the conditions on which, disclosure is required will be determined by the Directors. Any regulations made under this paragraph will bind all Directors.
- (h) The secretary of the Company must record every declaration under this rule in the minutes of the meeting at which it was made.
- (i) No act, transaction, agreement, instrument, resolution or other thing is invalid or voidable only because a person fails to comply with any requirement for disclosure under the Corporations Act or with any regulation made under Clause 6.11(g).
- (j) The preceding provisions of this rule are in addition to any obligation imposed by the Law on Directors of a public company to disclose their interests and offices to the Company or to the other Directors.

## **6.12 Directors may contract with the Company and hold other offices**

- (a) A Director is not disqualified from contracting or entering into an arrangement with the Company as vendor, purchaser or in another capacity, merely because the Director holds office as a Director or because of the fiduciary obligations arising from that office.
- (b) A contract or arrangement entered into by or on behalf of the Company in which a Director is in any way interested is not invalid, avoided or rendered voidable merely because the Director holds office as a Director or because of the fiduciary obligations arising from that office.

- (c) A Director who is interested in any arrangement involving the Company is not liable to account to the Company for any profit realised by or under the arrangement merely because the Director holds office as a Director or because of the fiduciary obligations arising from that office, provided that the Director complies with the disclosure requirements applicable to the Director under Clause 6.11 and under the Corporations Act regarding that interest.
- (d) A Director may hold any other office or place of profit (except Auditor or as an employee, other than as Executive Director) in the Company or any related body corporate in conjunction with his or her Directorship and may be appointed to that office or place on the terms as to remuneration, tenure of office and otherwise the Directors decide.
- (e) A Director may be or become a Director or other officer of, or interested in, any related body corporate or any other body corporate promoted by the Company or in which the Company may be interested as a shareholder or in any other way, and need not account to the Company for any remuneration or other benefits the Director receives as a Director or officer of, or from having an interest in, that body corporate.
- (f) A Director who has an interest in a matter that is being considered at a meeting of Directors may, despite that interest, vote, be present and be counted in a quorum at the meeting, unless that is prohibited by the Corporations Act. No act, transaction, agreement, instrument, resolution or other thing is invalid or voidable only because a Director fails to comply with that prohibition.
- (g) The Directors may exercise the voting rights given by shares in any body corporate held or owned by the Company in any way in all respects the Directors decide. This includes voting for any resolution appointing a Director as a Director of that body corporate or voting for the payment of remuneration to the Directors of that body corporate. A Director may, if the law permits, vote for the exercise of those voting rights even though he or she is, or may be about to be appointed, a Director of that other body corporate and, in that capacity, interested in the exercise of those voting rights.

### **6.13 Vacation of office**

In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director becomes vacant if the Director:

- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (b) resigns office by notice in writing to the Company;
- (c) is not present personally at meetings of the Directors for a continuous period of three months without leave of absence from the Directors;
- (d) becomes bankrupt or insolvent or makes any arrangement or composition with his or her creditors; or
- (e) is convicted on indictment of an offence and the Directors do not within one month after that conviction resolve to confirm the Director's appointment or election (as the case may be) to the office of the Director.

## **6.14 Successive Terms**

There is no limit to the number of successive terms for which a person may be elected as a Director.

---

## **7 Powers and duties of Directors**

### **7.1 Directors to manage Company**

The Directors are to manage the business of the Company and may exercise all the powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in general meeting.

### **7.2 Specific powers of Directors**

Without limiting the generality of Clause 7.1 the Directors may exercise all the powers of the Company to borrow or raise money, to charge any property or business of the Company and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

### **7.3 Appointment of attorney**

The Directors may, by power of attorney, appoint any person to be the attorney of the Company for the purposes and with the powers, authorities and discretions held by the Directors for the period and subject to the conditions that they think fit.

### **7.4 Provisions in power of attorney**

A power of attorney granted under Clause 7.3 may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

### **7.5 Minutes**

The Directors must direct minutes of meetings to be made and kept in accordance with the Corporations Act.

---

## **8 Proceedings of Directors**

### **8.1 Directors meetings**

The Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.

### **8.2 Director may convene a meeting**

A Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Directors.

### **8.3 Questions decided by majority**

A question arising at a meeting of Directors is to be decided by a majority of votes of Directors present and entitled to vote and that decision is for all purposes a decision of the Directors.

### **8.4 Notice of meeting of Directors**

- (a) Subject to this constitution, notice of a meeting of Directors must be given to each person who is at the time of giving the notice a Director, other than a Director on leave of absence approved by the Directors.
- (b) A notice of a meeting of Directors:
  - (i) must specify the time and place of the meeting;
  - (ii) need not state the nature of the business to be transacted at the meeting;
  - (iii) may be given immediately before the meeting; and
  - (iv) may be given in person or by post, or by telephone, fax or other electronic means.
- (c) A Director may waive notice of any meeting of Directors by notifying the Company to that effect in person or by post, or by telephone, fax or other electronic means.
- (d) The non-receipt of notice of a meeting of Directors by, or a failure to give notice of a meeting of Directors to, a Director does not invalidate any act, matter or thing done or resolution passed at the meeting if:
  - (i) the non-receipt or failure occurred by accident or error;
  - (ii) before or after the meeting, the Director:
    - (A) has waived or waives notice of that meeting under Clause 8.3(c); or
    - (B) has notified or notifies the Company of his or her agreement to that act, matter, thing or resolution personally or by post or by telephone, fax or other electronic means; or
  - (iii) the Director attended the meeting.

### **8.5 Chairperson's casting vote**

The Chairperson of the meeting does not have a casting vote.

### **8.6 Quorum**

Until otherwise determined by the Directors, four Directors present in person are a quorum.

### **8.7 Four Directors can constitute a quorum**

Notwithstanding Clause 8.6 and, for the avoidance of doubt, a quorum is present during the consideration of a matter at a meeting of the Directors only if at least four

Directors are present who are entitled to vote on any motion that may be moved at the meeting in relation to that matter.

#### **8.8 Effect of vacancy**

The continuing Directors may act despite a vacancy in their number. However, if their number is reduced below the minimum fixed by Clause 6.2, the continuing Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or for calling a general meeting.

#### **8.9 Director attending and voting by proxy**

A Director may attend and vote by proxy at a meeting of the Directors if the proxy:

- (a) is another Director; and
- (b) has been appointed in writing signed by the appointer.

The appointment may be general or for one or more particular meetings.

#### **8.10 Convening meetings**

A Director and the Secretary on the request of a Director must, convene a meeting of the Directors.

#### **8.11 Chairperson and Deputy Chairperson**

The Directors must elect a Chairperson and may elect up to two Deputy Chairpersons and shall determine the period during which each is to hold office which shall not be more than two years.

#### **8.12 Removal of Chairperson by the Directors**

The Chairperson or Deputy Chairperson may be removed by a resolution of the Directors of which not less than 14 days' notice has been given to the Directors.

#### **8.13 Chairperson to preside over Directors' meeting**

The Chairperson is entitled to preside at meetings of the Directors. If the Chairperson is not present and able and willing to act within 15 minutes after the time appointed for a meeting or has signified an intention not to be present and able and willing to act, the following may preside (in order of entitlement):

- (a) a Deputy Chairperson; or
- (b) a Director chosen by a majority of the Directors present.

#### **8.14 Questions of Directors' meeting decided by majority**

Questions arising at a meeting of the Directors are to be decided by a majority of votes. In the event of an equality of votes the Chairperson of the meeting does not have a second or a casting vote.

#### **8.15 Directors' committees**

The Directors may delegate any of their powers to committees consisting of the Directors that they think fit and may revoke that delegation. Any such committee shall

have power to co-opt persons who are not Directors, but such co-opted persons shall not be entitled to vote on matters to be determined by the Committee.

#### **8.16 Powers delegated to Directors' committees**

A committee to which any powers have been delegated under Clause 8.15 must exercise those powers in accordance with any directions of the Directors. These powers are then taken to have been exercised by the Directors.

#### **8.17 Directors' committee meetings**

Subject to Clause 8.16, the meetings and proceedings of a committee consisting of two or more Directors are governed by the provisions of this Constitution as to the meetings and proceedings of the Directors so far as they are applicable.

#### **8.18 Circulating resolutions**

The Directors may pass a resolution without a Directors' meeting being held if all of the Directors who are entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Director signs.

#### **8.19 Meeting by use of technology**

A Directors' meeting may be called or held using any technology consented to by each Director. The consent may be a standing one. A Director may only withdraw consent a reasonable time before the meeting.

#### **8.20 Validity of acts of Directors**

All acts done at a meeting of the Directors or of a committee of Directors, or by a person acting as a Director are valid even if it is afterwards discovered that there was some defect in the appointment, election or qualification of any of them or that any of them were disqualified or had vacated office.

---

### **9 Manager**

The Directors may appoint one of the Directors (who may be styled "Executive Director") or any other person as Manager to conduct the day to day management functions of the Company subject to the Directors' supervision. The Directors may delegate to the Manager any of the powers conferred on them by this Constitution. A delegation may be subject to conditions and may be limited by reference to duration or in any other way as determined by the Directors.

Delegation of a power to the Manager does not preclude exercise of the power by the Directors. The Directors may vary or revoke any delegation at any time.



---

## **10 Secretary**

### **10.1 Secretaries**

- (a) There must be at least one Secretary who is to be appointed by the Directors.
- (b) The Directors may appoint one or more assistant secretaries.

---

## **11 Provisions applicable to all executive officers**

- (a) A reference in this rule 12 to an executive officer is a reference to a Manager, Secretary or Assistant Secretary appointed under this Constitution.
- (b) The appointment of an executive officer may be for such period, at such remuneration and upon such conditions as the Directors think fit.
- (c) Subject to any contract between the Company and the relevant executive officer, any executive officer of the Company may be removed or dismissed by the Directors at any time, with or without cause.
- (d) The Directors may:
  - (i) confer on an executive officer such powers, discretions and duties (including any powers, discretions and duties vested in or exercisable by the Directors) as they think fit;
  - (ii) withdraw, suspend or vary any of the powers, discretions and duties conferred on an executive officer; and
  - (iii) authorise the executive officer to delegate all or any of the powers, discretions and duties conferred on the executive officer.
- (e) An executive officer is not required to be a member of the Company to qualify for appointment.
- (f) An act done by a person acting as an executive officer is not invalidated by reason only of:
  - (i) a defect in the person's appointment as an executive officer; or
  - (ii) the person being disqualified to be an executive officer,if that circumstance was not known by the person when the act was done.

---

## **12 Inspection of records**

### **12.1 Inspection by Members**

Subject to the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to inspection by the Members (other than Directors).

## **12.2 Right of a Member to inspect**

A Member (other than a Director) does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in general meeting.

---

## **13 Service of documents**

### **13.1 Document includes notice**

In this Clause 13, a reference to a document includes a notice.

### **13.2 Methods of service**

The Company may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
- (c) by sending it to a fax number or electronic address nominated by the Member.

Provided that if a member advises the Company in writing that the member wishes to receive a document in an alternate format which is accessible to that member, then the document shall be provided in that format.

### **13.3 Post**

A document sent by post:

- (a) if sent to an address in Australia, may be sent by ordinary post and is taken to have been received on the day after the date of its posting; and
- (b) if sent to an address outside Australia, must be sent by airmail and is taken to have been received 7 days after the date of its posting.

### **13.4 Fax or electronic transmission**

If a document is sent by fax or electronic transmission, delivery of the document is taken:

- (a) to be effected by properly addressing and transmitting the fax or electronic transmission; and
- (b) to have been delivered on the day following its transmission.

---

## **14 Indemnity**

### **14.1 Indemnity of officers, Auditors and agents**

Every person who is or has been a:

- (a) Director; or

(b) Secretary, or

(c) Manager,

is entitled to be indemnified out of the property of the Company against:

(d) every liability incurred by the person in that capacity (except a liability for legal costs); and

(e) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity,

unless:

(f) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or

(g) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

## **14.2 Insurance**

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary or Manager of the Company against liability incurred by the person in that capacity, including a liability for legal costs, unless:

(a) the Company is forbidden by statute to pay or agree to pay the premium; or

(b) the contract would, if the Company paid the premium, be made void by statute.

## **14.3 Deeds**

The Company may enter into a deed with a Director or Secretary or Manager in terms equivalent to Clauses 14.1 and 14.2.

---

## **15 Winding up**

Each Member undertakes to contribute to the Company's property if the Company is wound up while they are a Member or within one year after they cease to be a Member, and the Company's property is insufficient to cover its debts and liabilities. This contribution is for:

(a) payment of the Company's debts and liabilities contracted before they ceased to be a Member;

(b) the costs of winding up; and

(c) adjustment of the rights of the contributories among themselves,

and the amount is not to exceed \$25.

## **16 Accounts**

The Directors must cause the accounts of the Company to be audited in accordance with the requirements of the Corporations Act and other relevant Commonwealth, State and Territory acts.

---

## **17 Gift Fund**

### **17.1 Establishing the Gift Fund**

The Company may establish a separate Gift Fund to be called the 'Maternal Health Gift Fund' with its purpose being 'to provide a clean birthing environment for women in certified developing countries during childbirth to eliminate infant and maternal mortality'.

### **17.2 Rules of the Gift Fund**

The Company must maintain the Gift Fund as follows:

- (a) Invite the general public to make gifts to the Gift Fund for the purpose of carrying out the objects of the Gift Fund.
- (b) Place such gifts in a separate account from other non-gift funds received by the Company such as government grants or sponsorship. The separate account will include only money or property that is received as a gift or donation by the Company and any money received because of such gifts including, without limitation, interest received on any monies in the account.
- (c) Manage the Gift Fund through a committee called the Gift Fund Committee whose members shall be appointed and terminated by the Directors. The Committee must have at least 3 members, a majority of whom at all times must have a degree of responsibility to the general community by reason of their occupation or standing in the community. Members of the Committee will have terms of appointment of 2 years with no maximum number of terms that they may serve. Members may resign by giving notice in writing to the Secretary.
- (d) The Directors shall convene meetings of the Gift Fund Committee at such times and places as considered necessary or desirable by the Directors and the Committee from time to time. The Committee shall from time to time designate one of its members to chair the Committee. The Committee may determine the conduct of its meetings, which should relate to monitoring compliance of the Gift Fund with the rules of the Australian Taxation Office for Gift Deductibility.
- (e) The Board of Directors may delegate to the Gift Fund Committee any of its powers or authorities that it is legally able to delegate. The Committee shall liaise directly with the Board of Directors in the execution of its functions and will only have such executive functions as are delegated to it by the Board of Directors or pursuant to this Constitution.
- (f) The assets and income of the Gift Fund shall be applied solely to the furtherance of its objects and no portion shall be distributed directly or indirectly to the Directors of the Company or the Committee Members of the Gift Fund or any other persons acting for them except as bona fide

compensation for services rendered or expenses incurred on behalf of the Company.

- (g) The Company may accumulate, invest and allocate the income and capital of the Gift Fund in accordance with this Constitution and as it sees fit provided such actions are consistent with the objects and requirements of the Gift Fund.
- (h) All receipts for gifts must be issued in the name of the Gift Fund and will include the name of the Gift Fund on behalf of the Company, the fact that the receipt is for a gift and the Australian Business Number of the Company.
- (i) The Company must ensure that proper books of account and other records are kept in respect of all receipts and payments and otherwise in relation to the Gift Fund. The Company will set up a bank account in Australia under the name of the Gift Fund and will pay into it all monetary gifts received from the general public for the Gift Fund. The Auditors of the Company will audit the Gift Fund during their annual audit of the accounts of the Company.
- (j) The Australian Taxation Office must be notified of any alterations made to the Gift Fund rules and the Fund must operate in accordance with the requirements of the Australian Taxation Office rules for gift deductibility.
- (k) Neither the Gift Fund Committee nor the individual members of the Committee will be liable for any loss or damage to the Directors, the Company or the Gift Fund arising by reason of any mistake or omission made in good faith or by reason of any other matter or thing except fraud or negligence on their part.

### **17.3 Winding-up the Gift Fund**

- (a) In the event of the winding up or dissolution of the Gift Fund or revocation of its Deductible Gift Recipient Status by the Australian Tax Office, any surplus assets of the Fund after payment of liabilities of the Fund may not be paid to or distributed amongst members of the Company but must be transferred to a fund, authority or institution with similar objects to the Gift Fund, which is charitable at law, to which income tax deductible gifts can be made.

---

## **18 Definitions and interpretation**

### **18.1 Definitions**

In this Constitution unless the contrary intention appears:

**Auditor** means the auditor for the time being of the Company.

**Chairperson** means the Chairperson of the board of Directors of the Company and

**Deputy Chairperson** means the deputy Chairperson of the board.

**Manager** means a person appointed as the manager under Clause 9.

**Clause** means a clause of this Constitution.

**Company** means Birthing Kit Foundation Australia.

**Constitution** means this constitution as it is amended from time to time.

**Corporations Act** means the Corporations Act 2001 (Cwlth) as amended from time to time.

**Director** means a Director of the Company.

**Directors** means all or some of the Directors of the Company acting as a board.

**Financial Year** means a period of 12 months starting on and including the 1<sup>st</sup> day of July and ending on and including the 30<sup>th</sup> day of June.

**Gift Fund** means the fund referred to in Clause 17.

**Member** means a person admitted as a Member in accordance with Clause 2.

**Officer** means:

- (a) a Director or secretary of the Company; or
- (b) a person:
  - (i) who makes, or participates in making decisions that affect the whole, or a substantial part, of the business of the Company, or
  - (ii) who has the capacity to affect significantly the Company's financial standing; or
  - (iii) in accordance with whose instructions or wishes the Directors of the Company are accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship with the Directors of the Company; or
- (c) a receiver, or receiver and manager, of the property of the Company; or
- (d) an administrator of the Company; or
- (e) an administrator of a deed of company arrangement executed by the Company; or
- (f) a liquidator of the Company; or
- (g) a trustee or other person administering a compromise or arrangement made between the Company and someone else.

**Power of Attorney** means a legal instrument authorising one to act as another's attorney or agent.

**Registered Office** means the registered office for the time being of the Company.

**Secretary** means a person appointed as a Secretary of the Company, and where appropriate includes an Acting Secretary and a person appointed by the Directors to perform all or any of the duties of a Secretary of the Company.

## 18.2 Interpretation

In this Constitution, unless the contrary intention appears:

- (a) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (b) the singular includes the plural and vice versa;

- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) a reference to writing includes typewriting, printing, telex, telegram, facsimile and other modes of representing or reproducing words in a visible or tactile form;
- (e) a reference to a Clause is a reference to one of the Clauses; and
- (f) a power, an authority or a discretion given to a Director, the Directors, the Company in general meeting or a Member may be exercised from time to time and at any time.

### **18.3 Corporations Act**

In this Constitution, unless the contrary intention appears, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.

The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

### **18.4 Headings**

Headings are inserted for convenience and do not affect the interpretation of this Constitution.

### **18.5 Powers**

Powers conferred on the Company, the Directors, a committee of Directors, a Director or a Member may be exercised at any time and from time to time.