
Constitution of Australian Youth Climate Coalition Limited

A Company Limited by Guarantee

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Operative provisions

1 Preliminary

Definitions

1.1 In this Constitution, unless the context otherwise requires:

Act means the *Corporations Act 2001* (Cth).

Alternate Director has the meaning given in clause 8.9.

Appointing Director has the meaning given in clause 8.9.

Auditors has the meaning given in clause 22.1.

AYCC Gift Fund means the fund referred to in clause 1.5(d) and established pursuant to clause 24.1

Board means the board of Directors.

CEO or *Chief Executive Officer* has the meaning given in clause 14.1.

Company means Australian Youth Climate Coalition Limited.

Constitution means the Constitution of the Company for the time being in force.

Department means of the Department of Environment, Water Heritage and the Arts.

Directors means the directors of the Company from time to time.

Financial Year has the same meaning as in the Act.

Full Member means each of the persons listed in Schedule 1 and any other person admitted as a Full Member under clause 2.5.

Guidelines means any guidelines issued by the Department in relation to the Register of Environmental Organisations.

Member means a person who is granted Membership in the Company and is entered in the Members Register, including the Full Members and the Ordinary Members.

Membership means membership of the Company.

Members Register means the register of Members to be kept pursuant to the Act.

Month means calendar month.

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

Officer means an officer (as that term is defined in section 9 of the Act) of the Company from time to time.

Ordinary Member means a person admitted to membership of the Company under clause 2.5 as such.

Ordinary Resolution means a resolution that has been passed by more than 50% of the votes cast by the persons present and entitled to vote on the resolution.

Principal Objects means the principal objects of the Company as set out in clause 1.5.

Register of Environmental Organisations means the register of "environmental organisations" as defined in section 30-260 of the Tax Act maintained by the Department.

Related Body Corporate has the same meaning as in the Act.

Replaceable Rules means the provisions of the Act which would but for this Constitution apply as replaceable rules under the Act.

Resolution means a resolution other than a Special Resolution.

Seal means the common seal of the Company (if the Board resolves to adopt a common seal) or, where appropriate, the duplicate seal or the official seal.

Secretary means a person appointed as secretary of the Company from time to time.

Special Resolution means a resolution that has been passed by at least 75% of the votes cast by persons present and entitled to vote on the resolution.

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

Interpretation

1.2 In this Constitution, unless the context otherwise requires:

- (a) a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) a gender includes every gender;
 - (iii) the Act, any section, regulation or schedule of the Act or any other legislation is a reference to that law as amended, consolidated, supplemented or replaced;
 - (iv) \$ means Australian dollars;
 - (v) **in writing** or **written** includes printing, lithography, photography and other means of representing or reproducing words in a visible form;
 - (vi) **paid up** or **paid** includes credited as paid up or paid;
 - (vii) **dividend** includes a bonus;
 - (viii) any person includes a reference to any individual, company, body corporate, association, partnership, firm, joint venture, trust or government agency;
 - (ix) the word **including** or **includes** means **including but not limited to** or **including without limitation**; and
- (b) headings are for convenience only and must be ignored in interpreting this Constitution.

Replaceable Rules not to apply

1.3 The Replaceable Rules are displaced by this Constitution and do not apply to the Company.

Constitution subject to the Act

- 1.4 This Constitution is subject to the Act and where there is any inconsistency between a clause of this Constitution and the Act, the Act prevails to the extent of the inconsistency.

Principal Objects

- 1.5 The Principal Objects of the Company are:
- (a) to act as an independent, non-profit, non-partisan organisation whose primary purpose is to benefit the Australian community by building a generation wide movement to solve climate change by educating, inspiring, empowering and mobilising young Australians around the issue;
 - (b) to provide accurate, accessible information about climate change, assisting young Australians and the wider community to understand the problem, its effects, and solutions;
 - (c) to achieve short-term impact and long-term cultural change to assist Australia to reduce its greenhouse gas emissions to ecologically sustainable levels;
 - (d) to establish and maintain a public fund to be called the "AYCC Gift Fund" for the specific purpose of supporting the environmental purposes of the Company (**AYCC Gift Fund**). The AYCC Gift Fund is established to receive all gifts of money or property for this purpose and any money received because of such gifts must be credited to its bank account. The AYCC Gift Fund must not receive any other money or property into its account and it must comply with subdivision 30-E of the Tax Act; and
 - (e) to invite and encourage members of the public to make gifts of money and property to the AYCC Gift Fund for the environmental purposes of the Company.
- 1.6 The Company must pursue the Principal Objects.
- 1.7 Clause 1.6 does not limit the legal capacity and powers of the Company, as set out in the Act.

Income and property

- 1.8 Subject to clause 1.9, the income and property of the Company and the AYCC Gift Fund wherever derived shall be applied solely towards promoting the Principal Objects and no portion may be paid or transferred (whether directly or indirectly and whether by way of dividend, bonus or otherwise) to the Members or Directors.
- 1.9 Clause 1.8 does not prevent the payment in good faith of:
- (a) reasonable and proper interest to a Member on money advanced by the Member to the Company or otherwise owing by the Company to the Member;
 - (b) reasonable and proper charges for goods hired by the Company from a Member;
 - (c) remuneration of an amount not more than commercially reasonable payment to any Officer or employee of the Company or to a Member or other person in return for any services actually rendered to the Company;
 - (d) money representing reimbursement to any Officer or employee of the Company or a Member of out-of-pocket expenses incurred in performing a duty for the Company; or

- (e) reasonable and proper rent for premises demised or let by any Member to the Company.

2 Membership

Categories of Membership

- 2.1 The Company will consist of:
- (a) the Full Members;
 - (b) the Ordinary Members; and
 - (c) any other class of Members determined by the Board from time to time.

Voting Rights

- 2.2 Full Members and Ordinary members have the same rights, privileges and obligations except that:
- (a) subject to law, each Full Member is entitled to cast one vote to elect directors under clause 8.6 and is otherwise entitled to vote as permitted by this constitution and by law;
 - (b) no Ordinary Member is entitled to cast any vote to elect Directors under clause 8.6 (and any vote purportedly cast by an Ordinary member for this purpose is invalid) but, subject to law, each Ordinary member is otherwise entitled to vote as permitted by this constitution and by law.

Application for Membership

- 2.3 Only persons nominated by at least two Members (whether Full Members, Ordinary Members or otherwise) may apply for Membership (whether Full Membership, Ordinary Membership or otherwise).
- 2.4 Every applicant for Membership must:
- (a) have been nominated by at least two Members under clause 2.3;
 - (b) be an individual, partnership, corporation or organisation that:
 - (i) is interested in and agrees to support the Principal Objects;
 - (ii) agrees to abide by this Constitution as amended from time to time; and
 - (iii) meets any additional criteria established for Membership in the Company as may be adopted by the Board and approved by the Members from time to time;
 - (c) sign an application for Membership in the form prescribed by the Directors at that time; and
 - (d) if required, be accompanied by the appropriate entrance fee and annual subscription fee.

Approval of Membership

- 2.5 (a) In the case of applications for Ordinary Membership:
- (i) At the next meeting of Members after the receipt of any application for Membership that meets the requirements under clause 2.4, the application will be considered by the Members; and
 - (ii) the Members may, in their sole discretion, resolve to admit such applicant as a Member of the Company by Special Resolution.

In no case will the Members be required to give any reason for the acceptance or rejection of an applicant for Ordinary Membership.

- (b) In the case of applications for Full Membership:
- (i) At the next meeting of Members after the receipt of any application for Membership that meets the requirements under clause 2.4, the application will be considered by the Full Members in separate meeting; and
 - (ii) the Full Members may, in their sole discretion, resolve to admit such applicant as a Full Member of the Company by Special Resolution.

In no case will the Full Members be required to give any reason for the acceptance or rejection of an applicant for Full Membership.

- 2.6 When an applicant has been admitted to Membership under clause 2.5, the Secretary (or other person who the Directors may appoint) will notify the applicant of the acceptance and the applicant will be registered in the Register and will immediately become a Member of the Company.

- 2.7 If the applicant is rejected, any annual subscription paid in advance will be refunded in full.

Membership rights not transferable

- 2.8 A right, privilege, or obligation of a person by reason of his Membership:
- (a) is not capable of being transferred or transmitted to another person; and
 - (b) terminates upon the cessation of Membership (except as otherwise provided in this Constitution).

Rights and privileges of Membership

- 2.9 Without limiting any other rights conferred on Members, Members have the right to receive notice of, attend and vote at any general meeting of the Company.

Entrance fees

- 2.10 The entrance fee for membership of the Company is \$10.

Annual subscription

- 2.11 The annual subscriptions payable by Members of the Company may be prescribed by the Members from time to time in accordance with the following process:
- (a) if the Directors, in their absolute discretion, decide that annual subscriptions should be payable by Members, the Directors will recommend to the Members that annual subscriptions should be payable by Members and may convene a meeting of Members

under clause 3 for the purpose of considering and, if thought fit, passing a resolution to approve the payment of that annual subscription; and

- (b) if the Directors recommend that annual subscriptions should be payable by Members, the Members may, in their absolute discretion, approve or disapprove the payment of annual subscriptions by Members in meeting by Ordinary Resolution. In no case will the Members be required to give any reason for the approval or disapproval of the payment of annual subscriptions.

2.12 All annual subscriptions will become due and payable in advance on the first day of July every year.

Register of Members

2.13 The secretary shall keep and maintain the Members Register in which shall be entered the full name, address and date of entry of the name of each Member and the register shall be available for inspection by Members at the Company's address.

Resignation of Member

2.14 A Member who has paid all moneys due and payable to the Company may cease their Membership by giving one Month's notice in writing to the Secretary. On expiration of the notice period, the Member shall cease to be a Member. The Member will remain liable for any annual subscription and all other moneys due by them to the Company and unpaid as at the date of resignation and for any sum for which they are liable under clause 2.21.

2.15 Upon the expiration of a notice given under clause 2.14, the Secretary shall make in the Members Register an entry recording the date on which the relevant Member ceased to be a Member.

Expulsion, suspension and fines

2.16 The Board may by resolution:

- (a) expel a Member;
- (b) suspend a Member from Membership for a specified period; or
- (c) fine a Member,

who has:

- a) refused or neglected to comply with this Constitution; or
- b) engaged in conduct that is prejudicial to the interests of the Company or contravenes any of the Company's policies from time to time.
- c) failed to attend two consecutive general meetings.

2.17 If the subscription of a Member remains unpaid for 3 Months after it becomes due, the Secretary will give notice to the Member of that fact. If the subscription remains unpaid 14 days after the date of the notice, the Board may by resolution expel the Member from membership of the Company and remove the Member's name from the Register. The Board may reinstate the Member on payment of all arrears if the Board thinks fit to do so.

2.18 Where the Board passes a resolution under clause 2.16 or 2.17, the Secretary shall, as soon as practicable, cause to be served on the Member a notice in writing setting out the resolution of the Board and the grounds on which it is based.

Other grounds for cessation of Membership

- 2.19 A Member's membership of the Company will automatically cease:
- (a) in the case of a Member who is a natural person, on the date that the Member:
 - (i) dies; or
 - (ii) becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the laws relating to mental health; or
 - (b) in the case of a Member that is a body corporate, on the date that:
 - (i) a liquidator is appointed in connection with the winding up of the Member; or
 - (ii) an order is made by a court for the winding-up or deregistration of the Member.

Limited liability

- 2.20 The liability of the Members is limited.

Members' guarantee

- 2.21 If the Company is wound up, anyone who is a Member when the Company is wound up or who ceases to be a Member within one year before the Company is wound up must, on winding up, contribute to the Company's property the lesser of:
- (a) the amount required for:
 - (i) payment of the Company's debts and liabilities that were contracted before the person ceased to be a Member;
 - (ii) the costs, charges and expenses of the winding up; and
 - (iii) adjustment of the rights of contributors between themselves; and
 - (b) \$10.00.

3 General meetings

Annual general meetings

- 3.1 Subject to the Act:
- (a) the Company must hold its first annual general meeting by the end of the calendar year of the registration of the Company; and
 - (b) subsequent annual general meetings must be held at least once in every calendar year and within five Months after the end of the financial year of the Company.

The annual general meeting shall be specified as such in the notice convening it.

- 3.2 All other general meetings of the Company may be convened at any time.

Venue and conduct of general meetings

- 3.3 Subject to section 249R of the Act annual general meetings and general meetings may be held within or outside Australia.

Deemed holding of annual general meeting

- 3.4 An annual general meeting is deemed to have been held if the Company has held a general meeting at which resolutions have been passed dealing with all matters required to be dealt with at an annual general meeting, but this does not affect the obligation to hold an annual general meeting as required by the Act or this Constitution.

Calling of general meetings

- 3.5 In relation to the convening of general meetings, either:
- (a) the Directors may by Ordinary Resolution call a general meeting to be held at any place the Directors, by Ordinary Resolution, determine; or
 - (b) the Directors must call, and arrange to hold, a general meeting within 21 days after being requested to do so by Members with at least 5% of the votes that may be cast at the general meeting or at least 100 Members who are entitled to vote at the general meeting.

Notice of general meetings

- 3.6 Except as permitted by the Act, at least 21 days' notice of every general meeting or meeting of any class of Members must be given in the manner provided by this Constitution to the Members and the persons entitled under this Constitution to receive notices.

Contents of notice of general meetings

- 3.7 Every notice convening a general meeting must:
- (a) set out the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
 - (b) set out the rights of and requirements for a Member to appoint a proxy;
 - (c) be accompanied by an instrument of proxy in the form which complies with the Act, and this Constitution or in any other form as the Directors may from time to time prescribe or accept; and
 - (d) otherwise comply with the requirements of section 249L of the Act.

Omission to give notice

- 3.8 The accidental omission to give notice of a meeting of Members to, or the non-receipt of any such notice by, a person or other entity entitled to receive it does not invalidate the proceedings at, or any resolution passed at, the meeting.

Class meetings

- 3.9 Subject to any additional or different requirements imposed by law, the provisions in this Constitution relating to meetings of Members (including this clause 3, and clauses 4, 5, 6 and 7) apply to meetings of a class of Members as though references to the Members are references to the Members of that class.

4 Proceedings at general meeting

Business at annual general meeting

- 4.1 The business of an annual general meeting may include the following even if not referred to in the notice of the meeting:
- (a) to consider the annual financial report, the Director's report and auditor's report;
 - (b) to appoint the Directors;
 - (c) to appoint the Auditor;
 - (d) to fix the remuneration of the auditors (if relevant); and
 - (e) to admit new Members under clause 2.5;
 - (f) to transact any other business which may be properly brought before the meeting.

Technology

- 4.2 The Company may hold a general meeting at 2 or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate, including telephone, VOIP and video conferencing.

Quorum for general meeting

- 4.3 No business will be transacted at any general meeting unless a quorum is present at the beginning of the business and during the whole of the meeting. A quorum is constituted by 60 per cent of the Members being present.
- 4.4 For the purpose of determining whether there is a quorum for a general meeting, a Member present at any venue using any technology as permitted under clause 4.2, and any person attending as a proxy, or as an attorney for a Member, or as a duly authorised representative of a corporation that is a Member, will be taken to be a Member present in person.

Representative of body corporate

- 4.5 Where:
- (a) a person present at a general meeting is authorised to act as the representative of a body corporate at the general meeting under an authority given by the body corporate under section 250D of the Act; and
 - (b) the person is not otherwise entitled to be present at the general meeting,
- the body corporate will, for the purposes of this Constitution, be deemed to be present in person at the general meeting.

No quorum

- 4.6 If a quorum is not present within 20 minutes after the time appointed for the meeting:
- (a) any meeting convened on a requisition of Members will be dissolved; and
 - (b) any other meeting will be adjourned to the same day in the next week at the same time and place or to such other day, time and place that the Directors may appoint by notice to the Members.

If at the adjourned meeting a quorum is not present, the meeting will be dissolved.

Chairperson of general meeting

- 4.7 The Directors may elect one of their number as chairperson of the general meeting and may decide the period for which the elected Director is to hold office.
- 4.8 The chairperson of the Directors, or, in the chairperson's absence, the deputy chairperson (if any), is entitled to take the chair at every general meeting.
- 4.9 If there is no chairperson or if at any meeting the chairperson is not present within 15 minutes after the time appointed for holding the meeting or if the chairperson is unwilling to act:
- (a) the Directors present may choose a chairperson; or
 - (b) if the Directors do not choose a chairperson, the Members present must choose one of the Directors to be chairperson and if no Director is present or willing to take the chair, the Members must choose someone to be chairperson.

Powers of chairperson

- 4.10 At any general meeting, a declaration by the chairperson that a resolution has been carried or carried by a particular majority or not carried and a recording of that declaration in the minute book will be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against that resolution.

Adjournment of general meeting

- 4.11 The chairperson of a general meeting may, with the consent of the meeting, adjourn the meeting from time to time and from place to place, but only business left unfinished at the original meeting may be transacted at the adjournment.

Notice of adjourned meeting

- 4.12 If any general meeting is adjourned for more than one Month, a notice of the adjournment must be given to Members of the Company in the same manner as notice was or ought to have been given of the original meeting. In the case of all other adjournments, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

5 Voting

Matters requiring a Special Resolution

- 5.1 The following matters will require a Special Resolution of the Members at a meeting:
- (a) admission of an applicant for Membership;
 - (b) subject to law, any business which is transacted at a general meeting that is not the annual general meeting, with the exception of the receipt and consideration of the balance sheet and the reports of the Directors and the auditors, the notification of the election of Directors and the fixing of the remuneration of the Auditors;
 - (c) any business which the Act or this Constitution requires a Special Resolution;
 - (d) any alteration to the Company's legal status;

- (e) voluntary winding up of the Company, or the sale or disposal of all or substantially all the Company's assets or undertakings; and
- (f) any variation or amendment to, or repeal of, this Constitution.

Voting and resolutions

5.2 At a general meeting of Members:

- (a) all questions submitted to the meeting will be decided by an Ordinary Resolution except where a greater majority is required by clause 5.1, or elsewhere in this Constitution, or the Act;
- (b) in the first instance, voting will be on a show of hands; and
- (c) a poll may be demanded on any question before the close of the meeting by the chairperson, any Member, or their proxy, attorney or representative. The chairperson must decide in each case the manner in which a poll will be taken. Any dispute about the admission or rejection of a vote must be determined by the chairperson and the chairperson's determination made in good faith will be final and conclusive.

Votes

- 5.3 On a show of hands and on a poll every person present as a Member or as a duly authorised representative, proxy or attorney of a Member will have one vote whether present in person or by proxy, attorney or representative.
- 5.4 A person entitled to cast more than one vote on a poll need not use all their votes or cast all the votes they use in the same way.
- 5.5 Subject to any restrictions affecting a class of Members, each Member is entitled to receive notices and to attend any general meeting and to vote and be counted in a quorum even if moneys are then due and payable to the Company by that Member.

Objections to qualification to vote

- 5.6 An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- 5.7 Any such objection will be resolved by the chairperson of the meeting, whose decision is final.
- 5.8 A vote not disallowed pursuant to an objection is valid for all purposes.

Attorney of Member

- 5.9 Any Member may appoint an attorney to act on the Members' behalf at all meetings of the Company or all meetings of the Company during a specified period. Before the first meeting at which the attorney acts on the Members' behalf, the relevant power of attorney must be deposited at the Office or at any place specified in the notice convening that meeting. At the first meeting and at any subsequent meeting to which the power of attorney may relate, the attorney must hand to the chairperson of the meeting a properly executed declaration of non-revocation of the power of attorney.

6 Proxies

Instrument appointing proxy

- 6.1 The instrument appointing a proxy must be in writing signed by the appointor or by the appointor's attorney properly authorised in writing, or, if the appointor is a body corporate, by its corporate representative or at least two of its Officers.

Validity of appointment

- 6.2 The instrument appointing a proxy and the original power of attorney (if any) under which it is signed or a certified copy of the power of attorney must be received by the Company at least 48 hours before the time for holding the meeting either by delivery to the Office, by facsimile received at a fax number at the Office or otherwise by any other means permissible under section 250B(3) of the Act.
- 6.3 An instrument appointing a proxy will only be valid for 12 Months from the date of its execution unless it states that it is valid for all meetings until revoked, except that any instrument may be used at any adjournment of the meeting for which it was originally intended.

Validity of vote given in accordance with proxy

- 6.4 Unless the Company has received written notice of the matter before the start or resumption of the Members' meeting at which a proxy or an attorney votes, a vote cast by the proxy or attorney will be valid even if, before the proxy or attorney voted, the Member:
- (a) dies;
 - (b) is mentally incapacitated;
 - (c) revokes the proxy's or attorney's appointment; or
 - (d) revokes the authority under which the proxy was appointed by a third party.

Form of proxy

- 6.5 Every instrument of proxy must specify the Members' name and address, the Company's name, the proxy's name or the name of the office held by the proxy and the meetings at which the proxy may be used, and must otherwise comply with the provisions of section 250A of the Act.
- 6.6 The instrument of proxy may be worded so that a proxy is directed to vote either for or against each of the resolutions to be proposed. Any instrument of proxy deposited in accordance with this Constitution in which the name of the appointee is not filled will be deemed to be given in favour of the chairperson of the meeting to which it relates. The instrument of proxy may specify the proportion or number of votes that the proxy may exercise.

Two proxies

- 6.7 A Member entitled to cast two or more votes at a meeting may appoint two proxies. If the Member appoints two proxies and the appointment does not specify the proportion or number of the Members' votes, each proxy may exercise half of the votes.

7 Resolutions without meetings

- 7.1 Any resolution, other than a resolution to remove an auditor under section 329 of the Act, may be passed without a general meeting being held if all the Members entitled to vote on the resolution (or being corporations, their duly authorised representatives or attorneys) sign a statement that they are in favour of a resolution set out in the document. Identical copies of the document and accompanying information may be distributed for signing by different Members. The resolution is passed when the last Member signs the document.

8 Directors

Number of directors

- 8.1 The number of the Directors is between seven and thirteen (including the CEO or CEOs who hold office as a Director under clause 14.2), until otherwise determined by the Company in general meeting.

Eligibility

- 8.2 At least two of the Directors must be natural persons who ordinarily reside within Australia.
- 8.3 At least four of the Directors must be Members at the time of appointment, or directly before appointment.
- 8.4 At least 50% of the Directors must be under the age of 30 at the time of appointment.

Consent to act as Director

- 8.5 Before being appointed as a Director a person must give the Company a signed consent to act as Director, which must be retained by the Company.

Appointment or removal of Directors

- 8.6 The Full Members must elect Directors (other than the CEO who continues to hold office as Director under clause 14.2) at each annual general meeting of the Company using the preferential voting system described in Schedule 2. Directors may otherwise be appointed or removed either by ordinary resolution of Full Members or by notice in writing to the Company signed by or on behalf of Full Members holding a majority of the votes that may be cast at general meetings. Any removal or appointment by notice takes effect immediately on delivery of the notice to the Office or on presentation at a duly constituted Directors' meeting.

Directors may fill casual vacancies or appoint additional Directors

- 8.7 Notwithstanding clause 8.6, the Directors also have the power at any time to appoint any other person as a Director, to fill a casual vacancy, including a vacancy arising from there being an insufficient number of Directors elected under clause 8.6, provided that the total number of Directors must not at any time exceed the maximum number for the time being fixed by or under this Constitution.

Auditor cannot be Director

- 8.8 Subject to the Act, an auditor of the Company or partner or employee or employer of an auditor of the Company must not be appointed a Director or an Alternate Director.

Director

- 8.9 Subject to the Act, each Director (*Appointing Director*) may with the approval of a majority of the other Directors (and subject to any conditions determined by the other Directors) by writing under hand or by facsimile appoint any person to act as an alternate Director in the Appointing Director's place (*Alternate Director*) during any period the Appointing Director thinks fit. Any Alternate Director:
- (a) may be removed or suspended from office by written notice to the Company from the Appointing Director;
 - (b) is entitled to receive notice of meetings of the Board, to attend meetings (if the Appointing Director is not present) and to be counted towards a quorum at meetings;
 - (c) is entitled to vote at meetings he or she attends on all resolutions on which the Appointing Director could vote had he or she attended and, where the Alternate Director is a Director in his or her own right, will have a separate vote on behalf of the Appointing Director in addition to the Alternate Director's own vote;
 - (d) need not be a Member;
 - (e) may exercise any powers that the Appointing Director may exercise in the Alternate Director's own right where the Appointing Director is unavailable for any reason except the power to appoint an Alternate Director. The action of an Alternate Director will be conclusive evidence as against third parties of the unavailability of the Appointing Director;
 - (f) will automatically vacate office if the Appointing Director is removed or otherwise ceases to hold office for any reason;
 - (g) while acting as an Alternate Director is responsible to the Company for his or her own acts and defaults and will not be deemed to be the agent of the Appointing Director;
 - (h) will not be entitled to receive any remuneration from the Company but will, if approved by the Directors, be entitled to reimbursement for reasonable travelling and other expenses incurred by the Alternate Director in attending meetings of the Board or otherwise on the Company's business;
 - (i) will not be taken into account in determining the number of Directors for the purposes of this Constitution; and
 - (j) may act as an Alternate Director for more than one Director.

9 Directors' terms

Directors' tenure of office

- 9.1 Subject to the Act, a Director will hold office until the next annual general meeting held after the Director's appointment, or until the Director is removed or the Director's office is vacated in accordance with this Constitution, and for no more than 5 consecutive terms.

Retiring Director eligible for re-election

9.2 Subject to clause 9.1, a Director who retires or whose office is vacated under this Constitution is eligible for election or re-election to the Board except as expressly provided in this Constitution.

Vacation of office

9.3 The office of a Director will be automatically vacated if the Director:

- (a) becomes insolvent under administration;
- (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the laws relating to mental health;
- (c) vacates office or is prohibited from being a Director under any of the provisions of the Act or any order made under the Act;
- (d) fails to attend at least two of the meetings of Directors called in any 6 month period without the consent of the Chair; or
- (e) resigns office by notice in writing to the Company.

9.4 A Director whose office is vacated under clauses 9.3(a), 9.3(b) or 9.3(c) will not be eligible for re-election until the disability (or disabilities) referred to is (or are) removed.

10 Proceedings of Directors

Board meetings

10.1 A meeting of Directors must be held at least once every two Months and at least six times in total in each year.

Quorum for Board meeting

10.2 No business will be transacted at any Board meeting unless a quorum is present at the beginning of the meeting. A quorum is constituted by two thirds of the Directors (rounded down to the nearest whole number) being present at the beginning of the meeting.

10.3 Unless clause 10.4 applies:

- (a) the Directors may meet for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit; and
- (b) if a quorum is present at the beginning of the meeting, it is deemed to be present throughout the meeting even if a Director absents himself or herself, or absents from voting, for any reason.

10.4 In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may only act for the purposes of:

- (a) increasing the number of Directors to a number sufficient to constitute a quorum; or
- (b) convening a general meeting of the Company.

Use of technology

- 10.5 A Directors' meeting may be called or held by telephone or by using any other technology consented to by all the Directors. The consent may be a standing one and may only be varied or withdrawn by a further ordinary resolution of Directors.

Calling of Board meeting and place of meeting

- 10.6 The Directors must meet whenever a meeting is called by at least three Directors provided that not less than three working days' written notice has been given to the other Directors.

Board meeting competent to exercise all powers

- 10.7 A meeting of the Directors at which a quorum is present may exercise all or any of the powers and discretions vested in or exercisable by the Directors generally. The Directors must approve under clause 10.7 all "major projects" of the company. "Major projects" are defined as projects that take more than 2 months of staff time, or more than \$50,000 of the Company's funds.

Resolution passed deemed to be determination of Board

- 10.8 Any resolution properly passed under clause 10.10 at a duly convened meeting of the Directors at which a quorum is present will be deemed to be a determination by all the Directors of the Board for the purposes of this Constitution.

Chairperson of Board meetings

- 10.9 The Directors may elect a chairperson and deputy chairperson of their meetings and determine the period they are to hold office. If no chairperson or deputy chairperson is elected, or if elected, both the chairperson and deputy chairperson decline to act, or if at any meeting neither the chairperson nor the deputy chairperson is present at the time appointed for the meeting, the Directors present at the meeting must choose one of their number to be chairperson of the meeting. In the event of a question arising at a meeting of Directors having the same number of votes cast for and against by the Directors present and entitled to vote at that meeting, the chairperson has a second or casting vote.

Questions to be decided by Ordinary Resolution

- 10.10 Questions arising at any meeting of Directors will require an Ordinary Resolution cast by the Directors present and entitled to vote on the question.

Resolutions without meetings

- 10.11 If more than half of the Directors entitled to attend at the meeting of the Directors and vote on a resolution set out in a document sign that document, containing a statement that they are in favour of that resolution, the resolution will be taken to have been passed at a meeting of the Directors duly convened and held on the day on which and at the time at which the document was last signed by a Director, provided that all Directors have been given the document and at least 1 working day's prior notice to consider the resolution.

- 10.12 For the purposes of clause 10.11:

- (a) two or more separate documents containing statements in identical terms each of which is signed by one or more Directors will together be taken to constitute one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents; and

- (b) a telex, telegram or facsimile message which is received by the Company and is expressed to have been sent by a Director or Alternate Director will be taken to be a document signed by that Director or Alternate Director at the time of receipt of the telex, telegram or facsimile message by the Company.

Validity of acts of Directors

- 10.13 All acts done by any meeting of the Directors or by a committee of the Directors or by any person acting as a Director are valid even if it is discovered afterwards that there was some defect in the appointment or election of any Director or person acting as a Director or that any Director was disqualified or had vacated office or was otherwise not entitled to vote or act or the Board was otherwise not validly constituted.

11 Board committees

Committee powers and meetings

- 11.1 The Directors may delegate any of their powers to a committee of Directors or to a sole Director and may revoke any delegation. Any committee or sole Director must exercise the powers delegated to it in accordance with any directions of the Board. The meetings and proceedings of any committee consisting of two or more Directors will be governed by the provisions of this Constitution regulating the meetings and proceedings of the Directors so far as they are applicable and are not superseded by any direction made by the Board under this clause 11.1.
- 11.2 Subject to the clause 11.1:
- (a) the Board shall appoint an finance committee (*Finance Committee*), which shall consist of 2 Directors and the Chief Executive Officer. In addition, the Board may appoint a financial manager to the Finance Committee. The Finance Committee shall:
- (i) oversee the financial management of the Company;
 - (ii) liaise with the Auditors;
 - (iii) oversee and prepare financial statements on behalf of the Board;
 - (iv) meet every two Months, starting from the Month after the Month in which the first meeting of directors is held under clause 10.1; and
 - (v) report to the Board on a Monthly basis regarding the financial status of the Company; and
- (b) the Board shall appoint a remuneration committee (*Remuneration Committee*), which shall consist of at least two Directors and any other person the Board thinks fit. The Remuneration Committee shall:
- (i) determine and recommend to the Board the salary for the Chief Executive Officer;
 - (ii) determine and recommend to the Board the superannuation and workers compensation arrangements for the Company's staff and the Chief Executive Officer, and oversee the implementation of such arrangements as approved by the Board; and

- (iii) report to the Board at least once per year regarding the proceedings and activities of the Remuneration Committee.

12 Directors' contracts

Directors not disqualified from holding office or contracting with the Company

12.1 No Director is disqualified because of his or her office from:

- (a) holding any other office or position with the Company or with any company promoted by the Company or with any corporation in which the Company is a member or which is a Member of the Company or in which the Company is otherwise interested; or
- (b) contracting with the Company (whether as vendor, purchaser or otherwise).

12.2 No contract referred to in clause 12.1(b) or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested will be avoided and no Director will be liable to account to the Company for any profit arising from such a contract or arrangement or from any office referred to in clause 12.1(a) (or other place of profit) only because that Director holds that office or because of the fiduciary relations established by it.

Director may hold office or act in professional capacity

12.3 Subject to the Act, a Director:

- (a) may hold any office in connection with the Company's business; and
- (b) may act individually or through the Director's firm in a professional capacity for the Company. The Director will only be entitled to remuneration for these professional services if approved by the Directors.

Director may vote on contract in which that Director is interested

12.4 Subject to the Act (and in particular section 195) and to clause 14.6, a Director may vote on any matter about any contract or arrangement in which the Director is interested (whether directly or indirectly) and may be counted in a quorum, may affix the Seal to, and may otherwise act on any matter about that contract or arrangement.

Director not deemed to be interested in certain contracts or arrangements

12.5 A Director will not be deemed to be interested (whether directly or indirectly) or to have been at any time interested in any contract or arrangement or proposed contract or arrangement of a type referred to in section 191(2) of the Act.

Directors to declare interest

12.6 Any Director who has a material personal interest in a matter that relates to the affairs of the Company must give the other Directors notice of the interest, unless the interest is of a type referred to in section 191(2)(a) of the Act, or the conditions referred to in section 191(2)(b), (c) or (d) of the Act are satisfied.

12.7 The Director must declare the nature and extent of the Director's interest and the relation of the interest to the affairs of the Company at the meeting of the Directors as soon as possible after the Director becomes aware of their interest in the matter.

- 12.8 A Director who has an interest in a matter may give a standing notice to the other Directors of the nature and extent of that Director's interest in the matter in accordance with section 192 of the Act.

Directors to declare potential conflicts

- 12.9 Any Director who holds any office or possesses any property which might (whether directly or indirectly) create duties or interests in conflict with that Director's duties or interests as a Director of the Company must declare the fact of the holding and the nature and extent of any conflict at the first meeting of the Directors held after the Director becomes a Director or (if already a Director) at the first meeting of the Directors held after the relevant facts came to the Director's knowledge.

Secretary to record declarations of Directors

- 12.10 The Secretary must record any declarations made or notices given by a Director under this Constitution in the minutes of the meeting.

Effect of failure to make or record disclosures

- 12.11 Failure to make or to record any disclosures will not render voidable or void any contract, transaction or arrangement to which the disclosure relates.

13 Powers of Directors

Powers of Directors

- 13.1 Subject to the Act and this Constitution, the business of the Company will be managed by the Directors, who may pay and, if approved by the Directors, be reimbursed by the Company for, all expenses incurred in promoting and forming the Company and may exercise all of the powers of the Company that are not, by the Act or by this Constitution, required to be exercised by the Company in general meeting.

Powers to borrow or raise money

- 13.2 Without limiting the clause 13.1, the Directors may from time to time borrow or raise any sum or sums of money or incur other financial obligations for the purposes of the Company and may give or take security over the repayment of that sum or sums or the payment, performance or fulfilment of any debts, liabilities, contracts or obligations incurred or undertaken by the Company on terms and conditions as they determine.

Directors may vote shares in other corporations

- 13.3 Subject to the Act, the Directors may exercise the voting power conferred by the shares in any corporation held by the Company as they determine, including in circumstances where a Director may be interested in the exercise, such as an exercise in favour of any resolution appointing a Director as an Officer of a corporation or voting or providing for the payment of remuneration to Officers of the other corporation.

Security over the Company's assets

- 13.4 Subject to the Act, if any Director or any other person becomes personally liable (whether as surety or otherwise) for the performance of any of the Company's obligations, the Directors may, despite their interest, execute or cause to be executed any mortgage, charge or security

over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the liability.

14 Executive Directors

Chief Executive Officer

- 14.1 The Directors may at any time and from time to time appoint any person (whether or not a Director) to the office of chief executive officer (*Chief Executive Officer* or *CEO*) or to any other executive office for any period and on any terms they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke the appointment.
- 14.2 Each person or persons appointed as CEO will remain a Director for the duration of his or her appointment as CEO or such longer period as provided for in this Constitution.
- 14.3 If a Member (other than Amanda McKenzie) is appointed as CEO, then to the extent permitted by law, the rights of that Member as a Member will be automatically suspended upon such appointment until such time as the appointment ends, at which time the suspension of the person's rights as a Member will cease. A person appointed as CEO is not eligible to apply for or be admitted as a Member at any time during such appointment.

Directors may confer powers on executive Directors

- 14.4 The Directors may grant a CEO or other executive Director any of the powers exercisable by the Directors on terms and conditions and with any restrictions that they think fit. Any powers which are conferred may be concurrent with or to the exclusion of their own powers. The Directors may at any time revoke, withdraw, alter or vary all or any of those powers.
- 14.5 A CEO or other executive Director must report to the Board on matters relating to the exercise of his or her powers and the performance of his or her duties, and otherwise relating to the Company, as required by the Board from time to time.

Remuneration of Directors

- 14.6 The Company must not pay the Directors any remuneration (other than any remuneration payable to any Director under any executive service contract with the Company). Any other payments to a Director by the Company must be approved by the Directors.

Expenses of Directors

- 14.7 If approved by the Directors, a Director may also be paid all travelling and other expenses incurred by them in attending and returning from meetings of the Directors, any committee of the Directors or any general meetings of the Company or otherwise in connection with the business of the Company.

15 Power of attorney

Appointment

- 15.1 The Directors may at any time by power of attorney appoint any person or persons to be the attorney or attorneys of the Company for those purposes and with those powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for that period and subject to those conditions that the Directors think fit.

- 15.2 Without limiting clause 15.1, any appointment may be made in favour of any company or the members, directors, nominees or managers of any company or firm or in favour of any fluctuating body of persons (whether nominated by the Directors or otherwise).

Indemnification of attorneys

- 15.3 Any power of attorney given on behalf of the Company may contain provisions for the indemnification, protection or convenience of the attorney or attorneys and of persons dealing with the attorney or attorneys.

Sub-delegation of powers

- 15.4 Any attorney appointed by the Directors under clause 15.1 may be authorised by the Directors to sub-delegate all or any of the powers, authorities and discretions given to them.

16 Minutes and registers to be kept

Minutes

- 16.1 The Directors must ensure that minute books are kept in which are recorded, within one Month of the relevant meeting, the following:
- (a) the names of the Directors present at each meeting of the Directors and of any committee of Directors;
 - (b) all declarations made or notices given by any Director (either generally or specially) of his or her interest in any contract or proposed contract or of his or her holding of any office or property by which any conflict of duty or interest may arise;
 - (c) all resolutions and proceedings of general meetings of the Company, meetings of the Directors and meetings of any committee of the Directors; and
 - (d) resolutions passed by Members or Directors without a meeting.
- 16.2 Any minutes of any general meetings of the Company, meetings of the Directors or meetings of any committee of the Directors must be signed within a reasonable time after the meeting by the chairperson of the meeting or by the chairperson of the next succeeding meeting and once signed will be evidence of the matters stated in the minutes.

Registers

- 16.3 The Directors must set up and maintain in accordance with the Act:
- (a) a Members Register;
 - (b) a register of charges;
 - (c) if the Company issues debentures, a register of debenture holders;
 - (d) a register of the holdings of Directors in debentures of the Company and in shares and debentures of any related body corporate of the Company;
 - (e) a register of the Directors, principal executive officer and Secretaries of the Company which must contain for each Director, his consent in writing to his appointment as a Director; and

(f) any other registers required to be kept under the Act.

16.4 The registers may be kept either in a bound or loose leaf book or on computer. If a register is kept on computer, its contents must be capable of being printed out in hard copy.

Overseas branch registers

16.5 Subject to the Act, the Company may keep a branch register of Members at a place outside or inside Australia.

17 The Secretary

Appointment of Secretary

17.1 A Secretary or Secretaries of the Company must be appointed by the Directors complying with the Act. The Directors may also appoint acting and assistant secretaries. At least one Secretary must be ordinarily resident in Australia. Any appointment may be for that term, at that remuneration and on those conditions the Directors think fit and any person so appointed may be removed by the Directors.

18 The Seal

Use of the Seal

18.1 If the Company has a Seal:

- (a) the Directors must provide for the safe custody of the Seal;
- (b) the Seal must be used only by the authority of the Board or a committee of the Directors with authority from the Board to authorise the use of the Seal; and
- (c) every document to which the Seal is affixed must be signed by a Director and countersigned by another Director, a Secretary or another person appointed by the Directors to countersign that document or a class of documents in which that document is included.

19 Negotiable instruments

Terms of negotiable instruments

19.1 All cheques, bills of exchange, promissory notes and other negotiable instruments must be signed, drawn, accepted, made or endorsed (as the case may be) for and on behalf of the Company by those persons and in that manner determined by the Directors.

20 Asset valuation

Revaluation of assets

20.1 Subject to the Act, the Directors may revalue any assets of the Company.

21 Financial statements

Financial records

- 21.1 The Directors must cause financial and other records to be kept to record correctly and explain the transactions and financial position of the Company, to enable true and fair profit and loss accounts and balance sheets to be prepared and to permit preparation of any other documents required by the Act or this Constitution. The records must be kept:
- (a) in a manner which will enable them to be conveniently and properly audited;
 - (b) for seven years after the completion of the transactions or operations to which they relate; and
 - (c) at the Office or at any other place the Directors think fit and at all times be open to inspection by the Directors.

Financial statements/reports

- 21.2 At each annual general meeting the Directors must lay before the Company:
- (a) a profit and loss account for the last financial year of the Company;
 - (b) a balance sheet as at the date to which the profit and loss account is made up;
 - (c) an account of the contributions of each Member for the last financial year; and
 - (d) attached to the documents listed in paragraphs (a) and (b), a report by the Directors regarding the state of the Company's affairs, a statement by the Director's in accordance with the Act and the auditor's report regarding the documents, unless the Company in accordance with the Act has resolved not to appoint auditors.

22 Audit

Auditors

- 22.1 Auditors of the Company (*Auditors*) must be appointed and removed and their remuneration, rights and duties must be regulated in accordance with the provisions of the Act.
- 22.2 The financial statements of the Company must be audited for each Financial Year of the Company and the correctness of the profit and loss account and balance sheet must be ascertained by the Auditors of the Company complying with the Act.

Approval of financial statements

- 22.3 Financial statements of the Company when approved by a general meeting will be conclusive except regarding any error identified within three Months after the date of preparation. If any error is identified within this period, the financial statements must immediately be corrected and will then be conclusive.

23 Inspection of records

Right to inspect

- 23.1 Subject to the Act, the Directors will determine whether, to what extent, at what times and places and under what conditions the accounting and other records of the Company or any of them will be open to the inspection of the Members.
- 23.2 A Member who is not a Director will not have any right to inspect any account, book or document of the Company or receive any information concerning the business, trading or customers of the Company or any trade secret or secret process of the Company except as provided by the Act or as authorised by the Directors or a resolution of the Company in general meeting.

24 AYCC Gift Fund

The AYCC Gift Fund

- 24.1 The Company must establish the AYCC Gift Fund:
- (a) to which gifts of money or property for the Principal Objects are to be made;
 - (b) to which contributions (that are not gifts) but which are described in items 7 or 8 of the table in section 30-15 of the *Income Tax Assessment Act 1997* in relation to a fund-raising event held for the Principal Objects are to be made;
 - (c) to which contributions (that are not gifts) but which can be made to the AYCC Gift Fund without adversely affecting the Company's deductible gift recipient status are to be made;
 - (d) to which any money received by the Company because of such gifts or contributions is to be credited; and
 - (e) that does not receive any other money or property.

Limits on use of AYCC Gift Fund

- 24.2 The Company must use assets of the AYCC Gift Fund only for the Principal Objects.

Committee of management

- 24.3 A committee of management of no fewer than three persons will be appointed by the Board as permitted under clause 11.1 to administer the AYCC Gift Fund. A majority of the members of the committee must be "Responsible Persons" as defined by the Guidelines.

Bank Account

- 24.4 The Company must open a separate bank account for the AYCC Gift Fund and must deposit all donated money, including interest derived thereon, into that account.

Maintaining the AYCC Gift Fund

- 24.5 In maintaining the AYCC Gift Fund the Company will:
- (a) ensure that the AYCC Gift Fund is operated on a not for profit basis;

- (b) ensure that all times the AYCC Gift Fund is maintained and used for the Principal Objects;
- (c) ensure that the AYCC Gift Fund is operated separately and maintained with separate books of account from the Company's general accounts;
- (d) have in place appropriate procedures to ensure only and all proper amounts of money and property are credited to the AYCC Gift Fund;
- (e) ensure that money from interest on donations, income derived from donated property, and money from the realisation of such property is to be deposited into the AYCC Gift Fund;
- (f) issue receipts in the name of the fund to donors which contain the elements required for donations to the AYCC Gift Fund to be deductible under the Tax Act;
- (g) ensure any money or property which is incorrectly received into the AYCC Gift Fund will be removed from the AYCC Gift Fund as soon as practicable with the accounts for the AYCC Gift Fund adjusted and noted accordingly; and
- (h) keep records in English or readily accessible and easily convertible into English which:
 - (i) record and explain all transactions and other acts the AYCC Gift Fund and/or the Company engages in which is relevant to the Company's status as a deductible gift recipient; and
 - (ii) show that the each of the following assets of the AYCC Gift Fund is used by the AYCC Gift Fund and/or the Company only for the Principal Objects:
 - (A) gifts of money or property for the Principal Objects;
 - (B) contributions (that are not gifts) but which are described in items 7 or 8 of the table in section 30-15 in relation to a fund-raising event held for the Principal Objects;
 - (C) contributions (that are not gifts) but which can be made to the AYCC Gift Fund without adversely affecting the Company's deductible gift recipient status; and
 - (D) money received by the AYCC Gift Fund because of such gifts or contributions;
- (i) keep the records referred in paragraph (h) for at least 5 years after the completion of such transactions or acts to which they relate;
- (j) inform the Department as soon as possible if:
 - (i) it changes its name or the name of the AYCC Gift Fund;
 - (ii) there is any change to the membership of the management committee of the AYCC Gift Fund; or
 - (iii) there has been any departure from the model rules for public funds located in the Guidelines to the Register of Environmental Organisations;

- (k) comply with any rules that the Treasurer and the Minister with responsibility for the environment may make to ensure that gifts made to the AYCC Gift Fund are only used for its Principal Objects;
- (l) ensure that any allocation of funds or property to other persons or organisations will be made in accordance with the Principal Objects of the Company and not be influenced by the preference of the donor;
- (m) provide any statistical information requested by the Department on donations to the AYCC Gift Fund within four months of the end of the Financial Year;
- (n) supply an audited financial statement for the Company and the AYCC Gift Fund with the annual statistical return which will provide information on the expenditure of AYCC Gift Fund monies and the management of AYCC Gift Fund assets; and
- (o) at all times ensure it complies with the requirements of all laws and regulations in existence from time to time or any guidelines issued by the Australian Taxation Office in relation to gift funds or such other government authority overseeing the administration of gift funds.

Winding up of AYCC Gift Fund

- 24.6 At the first occurrence of either the winding up of the AYCC Gift Fund or the Company ceasing to be endorsed as a deductible gift recipient under Subdivision 30-BA of the Tax Act any surplus assets of the AYCC Gift Fund must be transferred to a fund, authority or institution with similar objectives that is on the Register of Environmental Organisations.
- 24.7 The identity of the recipient under clause 24.6 must be decided by the Full Members in meeting by Ordinary Resolution.

25 Deductible Gift Recipient status

Maintaining Deductible Gift Recipient status

- 25.1 If the Company is endorsed as a deductible gift recipient in its own right then to maintain this status the Company will:
- (a) ensure that all times it uses the following solely for the Principal Objects;
 - (i) gifts of money or property for the Principal Objects;
 - (ii) contributions (that are not gifts) but which are described in items 7 or 8 of the table in section 30-15 in relation to a fund-raising event held for the Principal Objects; and
 - (iii) money received by the Company because of such gifts or contributions;
 - (b) keep records in English or readily accessible and easily convertible into English which:
 - (i) record and explain all transactions and other acts the Company engages in which is relevant to the Company's status as a deductible gift recipient; and
 - (ii) show that each of the following is used by the Company only for the Principal Objects:

- (A) gifts of money or property for the Principal Objects;
 - (B) contributions (that are not gifts) but which are described in items 7 or 8 of the table in section 30-15 in relation to a fund-raising event held for the Principal Objects; and
 - (C) money received by the AYCC Gift Fund because of such gifts or contributions;
- (c) keep the records referred in paragraph (b) for at least 5 years after the completion of such transactions or acts to which they relate; and
 - (d) at all times ensure it complies with the requirements of all laws and regulations in existence from time to time or any guidelines issued by the Australian Taxation Office or other such authority in relation to deductible gift recipient status.

Winding up or revocation of endorsement

- 25.2 If the Company is endorsed as a deductible gift recipient in its own right, then at the first occurrence of either the winding up of the Company or the Company ceasing to be endorsed as a deductible gift recipient under Subdivision 30-BA of the *Income Tax Assessment Act 1997*, the Company must transfer to a fund, authority or institution with similar objectives that is on the Register of Environmental Organisations, any surplus:
- (a) gifts of money or property made to the Company for the Principal Objects;
 - (b) contributions made to the Company (that are not gifts) but which are described in items 7 or 8 of the table in section 30-15 in relation to a fund-raising event held for the Principal Objects; and
 - (c) money received by the Company because of such gifts or contributions.
- 25.3 The identity of the recipient under clause 25.2 must be decided by the Full Members in meeting by Ordinary Resolution.

26 Notices

Service of notices by the Company

- 26.1 A notice may be given by the Company to any Member either personally, by facsimile or electronically to the relevant facsimile number or electronic address of the Member as shown on the Members Register, or as advised by the Member, by sending it by post addressed to the Member at the address shown in the Members Register or otherwise by any other method, including by advertisement, as the Directors determine.

Posting notices to overseas Members

- 26.2 In the case of a Member whose registered address is outside Australia, a notice sent by post must be sent by pre-paid airmail in an envelope.

Notice deemed to be served

- 26.3 Any notice by advertisement will be deemed to have been served on the day of publication of the newspaper containing the advertisement.

- 26.4 Any notice sent by post will be deemed to have been served on the day following the day on which the notice is posted unless sent by airmail to an address outside the country in which it was posted, in which case it will be deemed to have been served on the fifth day following the day on which it is posted.
- 26.5 A notice sent by facsimile or other electronic means will be deemed to have been served on the same day that it is sent.

Service by post

- 26.6 To prove service by post, it is sufficient to prove that the notice with required postage was properly addressed and posted. A certificate in writing signed by any manager, Secretary or other Officer of the Company that the notice was properly addressed and posted will be conclusive evidence of those matters.

Notices to Members whose whereabouts unknown

- 26.7 Where:
- (a) the Company has a genuine reason to believe that a Member is not resident at the address shown for that Member in the Members Register;
 - (b) the Company has subsequently made an enquiry at that address as to the whereabouts of the Member; and
 - (c) the enquiry either elicits no response or a response indicating that the Member's present whereabouts are unknown,

all future notices will be deemed to be given to the Member if the notice is exhibited in the Office for a period (not including weekends and public holidays) of not less than 48 hours and will be deemed to be duly served at the beginning of that period.

- 26.8 Clause 26.7 will apply unless and until the Member informs the Company of a registered place of address or that the Member has resumed residence at the Members address shown in the Members Register or notifies the Company of a new address to which the Company may send the Member notices (which will be deemed to be the Member's registered address from the time the Company receives such notice).

Signing of notices

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

Counting of days

- 26.10 Where a given number of days' notice or notice extending over any period is required to be given, the day on which notice is deemed to be given will be included in the number of days or other period.

27 Winding up

Distribution of assets

- 27.1 Subject to clause 25.2, if upon the winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be

paid to or distributed amongst the Members of the Company but shall be given or transferred to one or more other funds, authorities or institutions which or each of which:

- (a) has purposes similar to the purposes of the Company;
- (b) whose Constitution prohibits the distribution of its income and property among its Members to an extent at least as great as is imposed on the Company under or by virtue of clauses 1.8; and
- (c) meets the requirements of clause 27.2.

27.2 Any fund, authority or institution is to be determined by the Board at or before the time of dissolution or failing which is to be determined by application to the courts.

Fee or commission paid to liquidator to be approved in general meeting

27.3 No fee or commission will be paid by the Company to any Director or liquidator upon any sale or realisation of the Company's undertaking or assets or any part of them except with the approval of the Company in general meeting, that meeting to be convened by notice specifying the fee or commission proposed to be paid.

28 Indemnity and insurance

Indemnity

28.1 To the extent permitted by law, the Company may make a payment, or agree to make a payment, whether by way of advance, loan or otherwise, for any legal costs incurred by a Director, Secretary or, where applicable, other Officer, on the condition that the Director, Secretary or, where applicable, other Officer, must repay the amount paid by the Company to the extent that the Company is ultimately found not liable to indemnify the Director, Secretary or, where applicable, other Officer, for those legal costs.

Insurance

28.2 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 a Director, Secretary or other Officer, of the Company (or such persons in respect of a subsidiary of the Company), other than a liability arising out of:

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

29 Internal disputes

29.1 The Directors may provide for a mechanism to be established for resolving internal disputes within its Membership, which includes, without limitation:

- (a) the appointment of an independent person to arbitrate the dispute;
- (b) a process to bring disputing parties together to resolve the dispute at an early stage;

- (c) a process to ensure that all parties receive a full and fair opportunity of presenting their case; and
 - (d) where the dispute cannot be resolved internally by mediation or arbitration, to refer the matter to a community justice centre, or equivalent which functions as "a centre for dispute settlement".
-

30 Amendment of the Constitution

- 30.1 Subject to the Act, this Constitution may be amended by a Special Resolution passed at any annual general meeting at which notice of the proposed amendment will have been given, or at a special general meeting convened for such purpose, provided that the Minister of the Crown administering the *Charitable Fundraising Act 1991* (NSW), will be notified of the amendment, in accordance with that Act.

Execution

Adopted by the Full Members of the Company.

Signed by
Anna Rose
in the presence of:

Signature of witness

Signature of **Anna Rose**

Name of witness (please print)

Signed by
Amanda McKenzie
in the presence of:

Signature of witness

Signature of **Amanda McKenzie**

Name of witness (please print)

Signed by
Rob Purves
in the presence of:

Signature of witness

Signature of **Rob Purves**

Name of witness (please print)

Signed by
Nick Moriatis
in the presence of:

Signature of witness

Signature of **Nick Moriatis**

Name of witness (please print)

Signed by
Simon Moss
in the presence of:

Signature of witness

Signature of **Simon Moss**

Name of witness (please print)

Signed by
Alice Bleby
in the presence of:

Signature of witness

Signature of **Alice Bleby**

Name of witness (please print)

Signed by
Viv Benjamin
in the presence of:

Signature of witness

Signature of **Viv Benjamin**

Name of witness (please print)

Signed by
John Connor
in the presence of:

Signature of witness

Signature of **John Connor**

Name of witness (please print)

Signed by
John Hepburn
in the presence of:

Signature of witness

Signature of **John Hepburn**

Name of witness (please print)

Signed by
Larissa Brown
in the presence of:

Signature of witness

Signature of **Larissa Brown**

Name of witness (please print)

Signed by
Angela Baker
in the presence of:

Signature of witness

Signature of **Angela Baker**

Name of witness (please print)

Signed by
Ellen Sandell
in the presence of:

Signature of witness

Signature of **Ellen Sandell**

Name of witness (please print)

Signed by
Nathan Elvery
in the presence of:

Signature of witness

Signature of **Nathan Elvery**

Name of witness (please print)

Signed by
Simon Sheikh
in the presence of:

Signature of witness

Signature of **Simon Sheikh**

Name of witness (please print)

Signed by
Timothy Goodwin
in the presence of:

Signature of witness

Signature of **Timothy Goodwin**

Name of witness (please print)

Signed by
Nick Allardice
in the presence of:

Signature of witness

Signature of **Nick Allardice**

Name of witness (please print)

Schedule 1

Current Full Members 2013

1. Anna Rose (Earth Hour Coordinator, WWF)
2. Amanda McKenzie (CEO, Climate Council)
3. Rob Purves (Purves Environmental Fund)
4. Nick Moriatis (Executive Director, Centre for Australian Progress)
5. Simon Moss (Managing Director of Programs, Global Poverty Project London)
6. Alice Bleby (Former National President, UNYA)
7. Viv Benjamin (National Director, Oaktree Foundation)
8. John Connor (CEO, Climate Institute)
9. John Hepburn (Sunrise Project)
10. Larissa Brown (State Director, Victorian Greens)
11. Angela Baker (OzGreen)
12. Ellen Sandell (Senate Candidate, Australian Greens)
13. Nathan Elvery (National Campaigner, Change.org)
14. Timothy Goodwin (Barrister)
15. Simon Sheikh (CEO, Persuasive Conversations)
16. Nick Allardice (Asia-Pacific Director, Change.org)

Schedule 2

Preferential voting system

1 Voting

Voters must indicate an order of preference for candidates on the ballot paper, that is, who they want as their first choice, second choice and so on, to be appointed as a Director.

The elector must show on the ballot paper a preference for all candidates listed on the ballot paper.

2 Counting

Formal and informal votes (i.e. those that do not comply with paragraph 1 above) are sorted. Informal votes are set aside and do not take further part in the count. The formal votes are counted and preferences are distributed as follows.

First (primary) count

Formal votes received by each candidate are counted according to where the voter placed number "1" for each candidate. Preferences are distributed in the second and subsequent counts.

Second and subsequent counts

The candidate with the lowest number of first preference votes as determined in the first count is excluded. Those votes are distributed to the remaining candidates according to the next available preference, that is, where voters placed their number "2" preference.

Conclusion of counting

This counting procedure continues until the number of Directors required under clause 8.1 have been elected and the requirements under clauses 8.2, **Error! Reference source not found.** and 8.3 are satisfied.

For example, if the number of Directors under clause 8.1 is seven, the counting procedure should continue until the six candidates with the highest number of preference votes are determined (noting that the CEO will be one of the seven Directors and need not be elected). If two of those six candidates are under the age of 30, then the requirement under clause 8.3 would not be satisfied, so the counting procedure continues.

If there are two or more candidates with the same number of preference votes which would mean that more than the number of Directors required under clause 8.1 would be elected (*Tied Candidates*), the votes other than the preference votes of the Tied Candidates will be distributed to the Tied Candidates according to the next available preference, that is, where voters placed their number "2" preference.

3 Other rules and procedures

The Directors are authorised from to resolve (by two thirds majority) to adopt administrative rules and procedures from time to time to give effect to the voting system described in this Schedule 2.