



Constitution

Australian Wind Alliance Limited ACN 159 949 149

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**CORPORATIONS ACT 2001
PUBLIC COMPANY LIMITED BY GUARANTEE**

**CONSTITUTION
OF
AUSTRALIAN WIND ALLIANCE LIMITED
ACN 159 949 149**

1. INTERPRETATION

1.1 Definitions

In this Constitution:

Alliance means Australian Wind Alliance Limited ACN 159 949 149;

Annual General Meeting means a meeting convened in accordance with **Clause 8.1**;

Auditor means the Auditor of the Alliance appointed pursuant to **Clause 15.5(a)**;

Board or **the Board of Directors** means the Directors of the Alliance for the time being or such number of them as has authority to act for the Alliance;

Body Corporate means any entity having a separate legal personality, but does not include a natural person;

Climate Change Science means the generally accepted scientific understanding of how increased levels of greenhouse gases are increasing global temperatures and causing a long-term change in the earth's climate;

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

Deductible Gift Recipient has the meaning given by section 30-227 of the Tax Act;

Director means any person occupying the position of a director of the Alliance by whatever name called;

Independent Director means a person who is appointed to the Board under **Clause 10.3**;

Individual Member means a member that:

- (a) accepts and supports the Objects;
- (b) is admitted to membership in accordance with **Clause 4**; and
- (c) is entitled to:
 - (i) receive such information; and
 - (ii) participate in such opportunities or events and activities of the Alliance, as the Board may decide from time to time;

Insolvent has the meaning given by subsection 95A(2) of the Corporations Act;

Large Proprietary Company has the meaning given to it in the Corporations Act;

Member means an Individual Member or an Organisational Member and both of them;

Membership Fee means the fee specified in **Clause 6(b)**;

Members Special Resolution means a resolution passed by a 75% majority of each of class of members being:

- (a) Organisational Members; and
- (b) Individual Members;

at a general meeting (including an Annual General Meeting) whether in person or by proxy or attorney;

Objects means, as the context requires, any or all of the objects set out in **Clause 2.1**;

Organisational Member means a member that:

- (a) accepts and supports the Objects;
- (b) is admitted to membership in accordance with **Clause 4**;
- (c) is a Body Corporate;
- (d) in the opinion of the Board:
 - (i) does not have a primary association with the fossil fuel industry or the nuclear power industry; and
 - (ii) has never campaigned against Climate Change Science; or
 - (iii) if the member has campaigned against Climate Change Science in the past, has renounced that position;

Public Fund means a fund meeting the requirements of Taxation Ruling TR 95/27 as may be amended by the Australian Taxation Office from time to time;

Register of Members means the register of members required to be kept by the Corporations Act;

Secretary means any person appointed to perform the duties of a secretary of the Alliance and includes an honorary secretary;

Small Proprietary Company has the meaning given to it in the Corporations Act;

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

Treasurer means the Minister within the Federal Government of Australia appointed to the position of Treasurer;

writing and **written** includes printing, facsimile, lithography, photography, typewriting and any other mode of representing or reproducing words in a visible form.

1.2 Gender, Singular and Plural

Words importing persons includes bodies corporate and vice versa, words importing one gender only include the other gender and words importing the singular number only include the plural number and vice versa.

1.3 Meaning as in Corporations Act

Except to the extent the contrary intention appears in this Constitution, an expression in this Constitution that deals with a matter dealt with or defined by a particular provision of the Corporations Act has the same meaning as in that provision of the Corporations Act.

1.4 Replaceable Rules Not to Apply

The replaceable rules provided in the Corporations Act do not apply to the Alliance.

2. OBJECTS & POWERS

2.1 Statement of Objects

The objects of the Alliance are:

- (a) to contribute to the protection and enhancement of both the local and global environment by:
 - (i) promoting the utilisation of wind energy generation in Australia;
 - (ii) educating individuals and the commercial and public sectors about wind energy generation;
 - (iii) representing the broad base of Australians who are supportive of wind energy generation;
 - (iv) encouraging the development and implementation of policy consistent with the objects set out this **Clause 2.1**;
- (b) acquiring by purchase, lease, gift or otherwise any real and or personal property or any interest therein for the purposes of achieving the objects set out in this **Clause 2.1**; and
- (c) raising funds for the purposes of achieving objects set out in this **Clause 2.1**,

to the extent that these objects are charitable under the laws of the Commonwealth of Australia and each State or Territory of Australia.

2.2 Power of the Alliance

- (a) The Alliance has all the powers of a natural person.
- (b) The Alliance may only exercise its powers in the pursuit of the Objects.

2.3 Application of Income

The income and assets of the Alliance will be applied solely towards the promotion of the Objects.

2.4 Not-for-profit

The Alliance shall operate for the pursuit of the Objects and not for the pursuit of profit.

2.5 Restriction on payments

- (a) The Alliance shall not pay or transfer any income or assets of the Alliance to a member directly or indirectly by way of dividend, bonus or otherwise except for *bona fide*:
 - (i) reimbursement for services rendered or out-of-pocket expenses incurred on behalf of the Alliance; and
 - (ii) remuneration for administrative or other services (where such services and remuneration has been approved by the Board).
- (b) Any such payments made in accordance with **Clauses 2.5(a)(i)** and **2.5(a)(ii)** made by the Alliance to a Director shall only be made after approval has been granted by the Board.

3. PUBLIC FUND

3.1 Establishment and operation of the Public Fund

The Alliance may establish and maintain a Public Fund, called the Australian Wind Alliance Public Fund, for the specific purpose of supporting the environmental objects of the Alliance. The Public Fund is established to receive all gifts of money and property for this purpose and any money received for this purpose must be credited to its bank account. If a Public Fund is established in accordance with this **Clause 3**, then the following sub-clauses apply:

- (a) the Alliance agrees to comply with any rules that the Treasurer and the Federal Government Minister with responsibility for the environment may make to ensure that donations made to the Public Fund are only used for its principal purpose, namely pursuing the objects of the Alliance as defined in **Clause 2.1**;
- (b) members of the public are to be invited to make donations to the Public Fund for the environmental purposes of the organisation;
- (c) the Public Fund must not receive any other money into its account;
- (d) donations will be deposited into the Public Fund, which the Alliance will endeavour to have listed on the Register of Environmental Organisations. These monies will be kept separate from other funds of the Alliance and will only be used to further the Objects of the Alliance. Any allocations of monies from the Public Fund will not be influenced by the preference of a donor;
- (e) investment of monies in the Public Fund will be made in accordance with guidelines for Public Funds as specified by the Australian Tax Office from time to time.
- (f) money from the interest on donations, income derived from donated property, and money from the realisation of donated property is to be donated into the Public Fund.
- (g) the Public Fund will be operated on a not-for-profit basis;

- (h) no monies or assets in the Public Fund will be distributed to members or Directors of the Alliance, except as permitted by **Clause 2.5**;
- (i) receipts for gifts to the Public Fund must state:
 - (i) the name of the Public Fund and that receipt is a gift made to the Public Fund;
 - (ii) the Australian Business Number of the Alliance;
 - (iii) the fact that the receipt is for a gift; and
 - (iv) any other matter required to be included on the receipt pursuant to the requirements of the Tax Act.

3.2 Committee of Management

- (a) The Public Fund will be administered by a committee of management, appointed by the Board, of no fewer than three (3) persons, the Board or a subcommittee of the Board, the majority of whom, because of their tenure of some public office or their professional standing, have an underlying community responsibility are 'responsible persons' as defined by the Guidelines to the Register of Environmental Organisations;

3.3 Reporting and Statistical information

- (a) Statistical information requested by the Federal Government Department with responsibility for the environment on donations to the Public Fund will be provided within four (4) months of the end of the financial year. An audited financial statement for the Alliance and the Public Fund will be supplied with the annual statistical return. The statement will provide for information on expenditure of the Public Fund monies and the management of Public Fund assets.
- (b) the government authority or agency responsible for the administration of the Register of Environmental Organisations will be notified of any proposed amendments or alterations to this **Clause 3** or any arrangements in respect of the Public Fund to enable that authority or agency to assess the effect of any amendments on the Public Fund's continuing Deductible Gift Recipient status;

4. MEMBERSHIP

4.1 Members

The members of the Alliance are persons or organisations who apply and are approved for membership as provided in this Constitution.

4.2 Application for Membership

- (a) A person or organisation must not be admitted to membership unless:
 - (i) they apply for membership in accordance with **Clause 4.2(b)**; and
 - (ii) the admission as a member is approved by the Board.
- (b) An application of a person or organisation for membership of the Alliance must:

- (i) be made in writing in the form set out in **Schedule 1** for Organisational Members and **Schedule 2** for Individual Members, or such other form or forms of membership as approved by the Board from time to time as is made available on the Alliance's website;
 - (ii) identify the class of membership to which the applicant wishes to be admitted;
 - (iii) be lodged with the Secretary of the Alliance; and
 - (iv) be accompanied by the relevant Membership Fee.
- (c) As soon as practicable after the receipt of an application, the Secretary must refer the application to the Board.
- (d) If the Board approves the application for membership, the Secretary must, as soon as practicable:
- (i) notify the applicant in writing of the approval for membership and the class of membership to which the person has been admitted; and
 - (ii) within 28 days of the Board's approval of an applicant, enter the applicant's name in the Register of Members and identify the relevant membership category to which the member belongs.
- (e) An applicant for membership becomes a member and is entitled to exercise the rights of membership when its membership is entered in the Register of Members.
- (f) If the Board rejects an application, the Secretary must, as soon as practicable, notify the applicant in writing that the application has been rejected and refund the membership fee (if applicable).
- (g) A right, privilege, or obligation of a person by reason of membership of the Alliance is not capable of being transferred or transmitted to another person.
- (h) A member ceases to be a member if that member:
- (i) dies;
 - (ii) becomes a bankrupt or insolvent or enters into an arrangement or composition with creditors of that member's joint or separate estate generally;
 - (iii) becomes of unsound mind or that member or that member's estate is liable to be dealt with in any way under a law relating to mental health; or
 - (iv) if a corporation or other entity, is dissolved or ceases to exist, has a liquidator or provisional liquidator appointed to it, or is Insolvent.

5. MEMBERSHIP CLASSES

5.1 Classes of Membership

- (a) Membership shall comprise of two classes:

- (b) Organisational Members; and
- (c) Individual Members.

5.2 Organisational Members

Subject to this Constitution, a Organisational Member is entitled to:

- (a) receive notice of general meetings of members;
- (b) attend general meetings of members; and
- (c) vote upon all resolutions at general meetings of members.

5.3 Individual Members

Subject to this Constitution, a Individual Member is entitled to:

- (a) receive notice of general meetings of members; and
- (b) attend general meetings of members,
- (c) vote upon all resolutions at general meetings of members.

6. MEMBERSHIP FEES

- (a) Membership Fees are payable by Organisational Members and Individual Members:
 - (i) upon applying for membership in accordance with **Clause 4**, and
 - (ii) thereafter, in advance on or before 1 July in each year.
- (b) The Board shall have the power to fix and vary Membership Fees from time to time and to make rules for ensuring the collection thereof and may waive the payment of all or part of any such payments.
- (c) Without limiting **Clause 6(b)**, the Board has the power to set different Membership Fees for:
 - (i) Organisational Members that are Large Proprietary Companies, Small Proprietary Companies, partnerships, trusts or other entities, as well as entities which operate on a not-for-profit basis; and
 - (ii) Individual Members, on any basis the Board may determine in its sole discretion.
- (d) A member who has not paid its Membership Fees within six weeks of those fees becoming due may automatically be suspended from membership.

7. CESSATION OF MEMBERSHIP

7.1 Resignation of a Member

- (a) A member may resign from membership of the Alliance by giving 1 months' notice in writing to the Secretary.
- (b) Any member who resigns pursuant to this **Clause** will continue to be liable for any money for which they are liable as a member of the Alliance under **Clause 17.2**.
- (c) The Board is under no obligation to refund Membership Fees already paid by the resigning member in respect of the year that they resign.

7.2 Failure to Comply with this Constitution

- (a) Subject to this **Clause 7.2**, if any member:
 - (i) in the reasonable opinion of the Board, acts in contradiction to or inconsistent with the Objects;
 - (ii) wilfully refuses or neglects to comply with the provisions of this Constitution; or
 - (iii) is guilty of any conduct which in the opinion of the Board is unbecoming of a member or prejudicial to the interests of the Alliance,

the Board may by ordinary resolution expel the member from the Alliance.
- (b) The member must be given at least 7 days written notice of the Board meeting at which such a resolution is to be passed.
- (c) The notice must:
 - (i) describe the nature of the allegations against the member;
 - (ii) set out the resolution sought to be passed; and
 - (iii) state that at the Board meeting and before the passing of such resolution the member will have an opportunity to give, orally or in writing, any explanation they think fit.
- (d) The member may, by notice in writing lodged with the Secretary at least twenty-four hours before the time for holding the meeting, elect to have the question dealt with by the Alliance at a general meeting of members, the cost of calling and holding such meeting to be paid by the member requesting the meeting.
- (e) If the Secretary receives a notice under **Clause 7.2(d)**, the Secretary must notify the Board and convene a general meeting of the Alliance in accordance with **Clause 8**, to be held within 1 month after the date on which the Secretary received the notice.
- (f) If at the meeting of members, the resolution is passed by a majority of two-thirds of those present and voting (such vote to be taken by ballot), the member concerned shall be censured or expelled accordingly.
- (g) The member must be given an opportunity to be heard at the Board meeting or the meeting of members as the case may be.

8. GENERAL MEETINGS

8.1 Annual General Meetings

If the Alliance has more than one member, an Annual General Meeting of the Alliance must be held in accordance with the provisions of the Corporations Act.

8.2 General meeting

A general meeting of members:

- (a) may be called by a Director at any time; and
- (b) must be called by the Secretary within 1 month of receiving a requisition:
 - (i) in writing by 5% of the members who are entitled to vote at the general meeting setting out the resolutions to be proposed at the meeting; or
 - (ii) in accordance with **Clause 7.2(d)**.

8.3 Notice

Subject to **Clause 8.4** and the provisions of the Corporations Act, a notice of general meeting of members must:

- (a) be given to each member entitled to vote, each Director, the Secretary and the Auditor at least **21 days** before the meeting;
- (b) set out the place, date and time for the meeting (and, if the meeting is to be held, in 2 or more places, the technology that will be used to facilitate this);
- (c) the general nature of the meeting's business;
- (d) if a Members Special Resolution or a special resolution is to be proposed at the meeting, set out the intention to propose the Members Special Resolution or special resolution and state the relevant Members Special Resolution or special resolution; and
- (e) contain a statement that each member is entitled to appoint another member as proxy and setting out the procedure for so doing.

8.4 Short Notice

Subject to the provisions of the Corporations Act:

- (a) the Alliance may call on shorter notice:
 - (i) an Annual General Meeting, if all the members entitled to attend and vote at the Annual General Meeting agree beforehand; and
 - (ii) any other general meeting, if members with at least 95% of the votes that may be cast at the meeting agree beforehand; and
- (b) the Alliance will not be able to call meetings on short notice if the meeting has been called to:

- (i) remove or appoint a Director; and/or
- (ii) remove an Auditor.

9. PROCEEDINGS AT GENERAL MEETINGS

9.1 Quorum

- (a) No business may be transacted at any general meeting unless a quorum of Organisational Members and Individual Members entitled to vote are present.
- (b) Subject to this Constitution, the quorum for a meeting is:
 - (i) for as long as the Alliance has 3 or more Organisational Members, 3 Organisational Members present in person; and
 - (ii) for as long as the Alliance has 5 or more Individual Members, 5 Individual Members present in person.
- (c) For the purposes of **Clause 9.1(b)**, the number of Organisational Members and Individual Members of the Alliance will be counted as at the date the notice of general meeting of members is sent.
- (d) For the purpose of this **Clause**, in determining whether a quorum is present

“member” includes a person attending as a proxy or representing a corporation which is a member; and

9.2 Participation in general meetings by non-members

For the purpose of securing the widest participation in the activities of the Alliance and the carrying out of the Objects, the Board of Directors may from time to time invite representatives of any association, organisation, institution, governmental department or governmental or quasi-governmental authority or any other person who is considered by the Directors to have a valuable contribution to make to attend any general meeting of members with the right to participate in discussions and to speak but with no right to vote.

9.3 No quorum present

- (a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting

will stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine.
- (b) If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will be dissolved.

9.4 Chairing of Meetings of Members

- (a) The chairman of the Board will preside as the chairman of every general meeting of members of the Alliance.
- (b) If there is no chairman of the Board, or if the chairman is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to

act, then the Organisational and Individual Members present must elect a Director present to chair the meeting.

9.5 Adjourning Meetings

- (a) The chairman of the meeting may, with the consent of any meeting at which a quorum is present (and will if so directed by the meeting), adjourn the meeting.
- (b) Only unfinished business is to be transacted at a meeting of members resumed after an adjournment.
- (c) A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.
- (d) When the meeting is adjourned for 28 days or more, new notice of the resumed meeting must be given as in the case of an original meeting.
- (e) Except as provided by **Clause 9.5(d)**, it is not necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.

9.6 Voting Procedure

- (a) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded in accordance with the Corporations Act.
- (b) Unless a poll is demanded, a declaration by the chairman 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 Alliance is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

9.7 Procedure for a Poll

- (a) A poll may be demanded by:
 - (i) the chairman of the meeting;
 - (ii) at least 10% of:
 - (A) Organisational Members; and
 - (B) Individual Members,
 entitled to vote present in person or by proxy; or
 - (iii) otherwise in accordance with the Corporations Act.
- (b) A poll duly demanded on any matter other than the election of a chairman or the question of an adjournment must be taken when and in the manner directed by the chairman.
- (c) A poll on the election of a chairman or on the question of an adjournment must be taken immediately.

9.8 Casting Vote

In the case of an equality of votes the chairman of the meeting will have a second or casting vote.

9.9 Voting

Subject to this Constitution:

- (a) at a meeting of Members, only Members may vote in person or by proxy or attorney;
- (b) on a show of hands each person present who is an Individual Member or representative of an Organisational Member has one vote;
- (c) on a poll, each Member present in person or by proxy, attorney or other duly authorised representative has one vote.
- (d) For the purpose of **Clause 9.9**, a Member is considered to be either an Individual Member or representative of an Organisational Member.

9.10 Disqualification from Voting

A member is not entitled to vote at any meeting of members unless all moneys presently payable by that Member to the Alliance have been paid.

9.11 Objection to a Vote

A challenge to a right to vote at a meeting of members may only be made at the meeting and must be determined by the chairman of the meeting, whose decision is final.

9.12 Appointment of a Proxy

- (a) A Member who is entitled to attend and cast a vote at a meeting of members may appoint a person as the Member's proxy to attend and vote for the member at the meeting.
- (b) A proxy must be a member of the Alliance.
- (c) A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote on a show of hands or on a poll by that member's committee or trustee or by such other person as properly has the management of their estate, and any such committee, trustee or other person may vote by proxy or attorney.
- (d) The instrument appointing a proxy must:
 - (i) be in writing in a form approved by the Board and:
 - (A) be if the appointor is an individual, signed by the appointor or their attorney duly authorised in writing; or
 - (B) if the appointor is a corporation, either under seal or signed by an officer or attorney duly authorised in writing;
 - (ii) if signed by an attorney, accompanied by the power of attorney under which it was signed or a certified copy of it; and

- (iii) lodged at the registered office of the Alliance or such other place notified in the notice of meeting at least 48 hours before the time for holding the meeting (or any adjourned meeting) at which the proxy is to vote.

9.13 Authority of Proxy

- (a) The instrument appointing a proxy is deemed to confer authority to demand or join in demanding a poll.
- (b) A Member is entitled to instruct their proxy to vote in favour of or against any proposed resolutions.
- (c) Unless otherwise instructed the proxy may vote as the proxy thinks fit.
- (d) A proxy's authority to speak and vote for a Member at a meeting of members is suspended while the member who appointed the proxy is present at the meeting.

9.14 Validity of Proxy

Unless the Alliance has received written notice of the matter before the start or resumption of the meeting at which a proxy votes, a vote cast by the proxy will be valid even if, before the proxy or attorney votes:

- (a) the appointing member is dissolved or ceases to exist, has a liquidator or provisional liquidator appointed to it, or is Insolvent;
- (b) the member revokes the proxy's appointment; or
- (c) the member revokes the authority under which the proxy was appointed by a third party.

9.15 Members Special Resolutions

Subject to the Corporations Act, Members Special Resolutions are reserved for the following matters:

- (a) a change of the name of the Alliance;
- (b) a matter specified for decision by Members Special Resolution in this Constitution;
- (c) any matter the Board determines.

10. THE BOARD OF DIRECTORS

10.1 Minimum number of Directors

- (a) The Alliance will consist of a minimum of three (**3**) Directors and a maximum of eight (**8**) Directors.

10.2 Appointment & Removal of Officers

- (a) The Board of Directors will be comprised of:
 - (i) Directors elected by the members at an Annual General Meeting; and

- (ii) Independent Directors, if applicable, appointed under **Clause 10.3**.
- (b) Subject to this Constitution, each Director shall hold office until the next Annual General Meeting following the date of his or her election or appointment but, subject to **Clause 10.1**, is eligible for re-election.
- (c) In the event of a casual vacancy occurring in the office of a member of the Board, the Board may appoint a member to fill the vacancy and that member appointed shall hold office, subject to this Constitution, until the conclusion of the Annual General Meeting next following the date of the appointment.

10.3 Appointment of Independent Board Members

- (a) The Board may at the first board meeting following the Annual General Meeting appoint up to two Independent Directors, who may or may not be members of the Alliance, to fill any gaps in expertise as required by the Alliance from time to time.
- (b) A Director must deliver to the Board not less than twenty-one days before the Board meeting specified in **Clause 10.3(a)** the nomination of an Independent Director made in writing and accompanied by the written consent of the candidate.
- (c) Without limiting anything in this **Clause 10.3**, an Independent Director is subject to the same rights and obligations of the Directors under this Constitution.

10.4 Election of Board Members

- (a) Nominations of candidates for election as Board Members must be:
 - (i) made in writing, signed by two Members and accompanied by the written consent of the candidate which may be endorsed on the form of the nomination;
 - (ii) made in accordance with any policies that the Board may make from time to time; and
 - (iii) delivered to the Secretary (or delegate for receipt of notices) not less than twenty-four hours before the time fixed for the holding of the Annual General Meeting.
- (b) If insufficient nominations are received to fill all vacancies in the Board, the candidates nominated shall be deemed to be elected provided that **Clause 10.1** is complied with.
- (c) If the number of nominations received is equal to the number of vacancies to be filled in the Board, the persons nominated shall be deemed to be elected provided that **Clause 10.1** is complied with.
- (d) If the number of nominations exceeds the number of vacancies to be filled in the Board, a ballot must be held.
- (e) The ballot for the election of Board Members must be conducted at the Annual General Meeting in such manner as decided by the Board at their final meeting prior to the Annual General Meeting.
- (f) The Alliance may from time to time by resolution passed at a general meeting increase or reduce the number and title of officers of the Alliance.

10.5 Removal of Directors

The office of a Director will become vacant if the Director:

- (a) becomes insolvent under administration or makes any arrangement or composition with their creditors generally;
- (b) becomes prohibited from being a Director of a company by reason of any order made under the Corporations Act;
- (c) otherwise ceases to be a Director by operation of the Corporations Act;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (e) resigns their office by 1 months' notice in writing to the Alliance;
- (f) is absent without permission of the Board from meetings of the Board for more than six months;
- (g) holds any office of profit under the Alliance; or
- (h) fails to declare that they have a material personal interest, within the meaning of the Corporations Act, in any contract or proposed contract with the Alliance in accordance with the Corporations Act or this Constitution.

11. POWERS AND DUTIES OF THE BOARD

11.1 Powers of Directors

- (a) Subject to the Corporations Act and any other provision of this Constitution, the business of the Alliance will be managed by or under the direction of the Board.
- (b) The Directors may exercise all the powers of the Alliance except any powers that the Corporations Act or this Constitution requires the Alliance to exercise in a general meeting.

11.2 Power of Attorney

- (a) The Directors may by power of attorney appoint any person to be an attorney of the Alliance for any purpose, with such powers authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution), for such period and subject to such conditions as they think fit.
- (b) A power of attorney given under **Clause 11.2(a)** may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate any of the powers, authorities and discretions vested in him.

11.3 Interests of Directors

- (a) This **Clause 11.3** is subject to the provisions of the Corporations Act and this Constitution.
- (b) No Director will be disqualified from being Director for:

- (i) entering into any contract, agreement or arrangement with the Alliance; or
 - (ii) becoming or remaining a Director of any company or corporation in which the Alliance is in any way interested.
- (c) The nature of a Director's interest in any contract, agreement or arrangement must be declared by the Director so soon as practicable after the relevant facts have come to his or her knowledge at a meeting of the Directors.
- (d) A Director who has a material personal interest in a matter that is being considered at a meeting of Directors (an **Interested Director**) will not:
- (i) vote on the matter;
 - (ii) be present while the matter is being considered at a meeting; or
 - (iii) be counted in a quorum during consideration of the matter,
- unless the Directors (other than the Interested Director) have at any time passed a resolution that specifies the Interested Director, the interest and the matter and states that the Directors voting for the resolution are satisfied that the interest should not disqualify the Interested Director from considering or voting on the matter.
- (e) A general notice that a Director is a member of a specified company or firm or is a Director of a specified company and is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with the company or firm will be deemed to be a sufficient declaration of interest in relation to any contract or arrangement so made.
- (f) Where a Director declares their interest in accordance with this Constitution:
- (i) no contract, agreement or arrangement entered into by or on behalf of or with the Alliance in which any Director is in any way interested either directly or indirectly, will be avoided; and
 - (ii) the Director is not liable to account to the Alliance for any profits or remuneration realised as a result of doing any of the matters set out in **Clauses 11.3(b)(i) or 11.3(b)(ii)**.
- (g) The fact that an Interested Director affixes or witnesses the affixing of the common seal or any official seal of the Alliance to the document evidencing a contract or arrangement in which they are interested or signs such a document does not in any way affect the validity of the document.

12. PROCEEDINGS OF THE BOARD OF DIRECTORS

12.1 Meetings of Directors

- (a) The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.
- (b) A Director may at any time, and a Secretary will, on the requisition of a Director, convene a meeting of the Board.

12.2 Voting

- (a) Subject to this Constitution, a resolution of the Board will be decided by a majority of votes cast by the Directors entitled to vote on the resolution.
- (b) In case of an equality of votes the chairman of the meeting will have a second or casting vote.

12.3 Quorum

- (a) The quorum necessary for the transaction of the business of the Board is 2 Directors or such greater number as may be fixed by the Directors.
- (b) The Alliance may from time to time by Members Special Resolution passed in general meeting increase or reduce the number of Directors required to constitute a quorum.
- (c) The continuing Directors may act notwithstanding any vacancy in the Board, but if and so long as their number is reduced below the number fixed by this **Clause** as the necessary quorum of the Board, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number or of convening a general meeting of the Alliance, but for no other purpose.

12.4 Chairing Directors' Meetings

- (a) The Directors may elect a Director to chair their meetings. The Directors may determine the period for which the Director is to be the chairman.
- (b) The Directors must elect a Director present to chair a meeting, or part of it, if:
 - (i) a Director has not already been elected to chair the meeting; or
 - (ii) a previously elected chairman is not available, or declines, to act for the meeting or the part of the meeting.

12.5 Alternate Directors

- (a) With the approval of the other Directors, a Director may appoint a person to be an alternate Director and to exercise some or all of the Director's powers for such period as the Director thinks fit.
- (b) If the appointing Director requests the Alliance to give the alternate Director notice of Board meetings, the Alliance must do so.
- (c) The exercise of a Director's powers by an alternate Director is just as effective as if the powers were exercised by the Director.
- (d) The appointing Director may terminate the alternate Director's appointment at any time.
- (e) The appointment of an alternate Director or its termination must be in writing. A copy must be given to the Alliance.
- (f) An alternate Director is not required to be a member of the Alliance.

- (g) An alternate Director may attend Board meetings but is not entitled to speak or vote or be counted for purposes of determining whether a quorum is present while the Director who appointed that alternate Director is present.

12.6 Delegation

- (a) Subject to the Corporations Act and the general law, the Board may delegate any of its powers or functions to one or more committees of Directors as the Board thinks fit.
- (b) The committee must exercise the powers delegated to it in accordance with any directions of the Directors.
- (c) The effect of the committee exercising a power in this way is the same as if the Directors had exercised it.

12.7 Procedure at Committee Meetings

- (a) Each committee or advisory committee may meet and adjourn as it thinks proper.
- (b) Questions arising at any meeting will be determined by a majority of votes of the committee members present.
- (c) Each committee member will have one vote.
- (d) In the case of an equality of votes the chairman will have a second or casting vote.

12.8 Validity of Acts

All acts done by any meeting of the Board or committee of Directors or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be Director or a member of the committee or that person so appointed was disqualified, valid as if the person had been duly appointed and was qualified to be a Director or a committee member.

12.9 Resolutions

- (a) The Directors may pass a resolution without a Board meeting being held if all the Directors 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.
- (b) 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.
- (c) The resolution is passed when the last Director signs.
- (d) A resolution passed during a discussion held by telephone (or by any other electronic or other medium) in which Directors participate who would, if present together at a meeting, be sufficient to constitute a quorum, and can hear and be heard by all other participating Directors throughout the discussion, and recorded in writing by a Director who participated in the discussion, will unless the Corporations Act expressly provides for a personal meeting of Directors have the same force and effect as a resolution duly passed at a meeting of the Board.

12.10 General Meeting and Board Meeting may be held together

Nothing in this Constitution prevents a general meeting of members and Board meeting being held at the same time and in the same place provided that resolutions of members and resolutions of Directors are voted on separately and separate minutes are recorded.

13. SECRETARY

- (a) A Secretary holds office on the terms and conditions (including as to remuneration) that the Directors determine.
- (b) A Secretary does not have to be a member or Director of the Alliance.

14. EXECUTION OF DOCUMENTS**14.1 Execution of Documents without Common Seal**

Without limiting the ways in which the Alliance may execute documents under the general law and the Corporations Act, the Alliance may execute any document (including a deed or a negotiable instrument) without using a common seal if the document is signed by:

- (a) 2 Directors; or
- (b) a Director and the Secretary; or
- (c) any person authorised in writing by the Alliance or the Directors to execute the document.

14.2 Execution of Documents with Common Seal

The Alliance may execute any document (including a deed or a negotiable instrument) by using a common seal if the seal is fixed to the document and the fixing of the seal is witnessed by:

- (a) 2 Directors; or
- (b) a Director and the Secretary; or
- (c) any person authorised in writing by the Alliance or the Directors to witness the fixing of the common seal.

14.3 Common Seal

The common seal (if any) of the Alliance must be kept in the custody of the Secretary.

15. ACCOUNTS**15.1 Accounts**

The Directors will ensure that the Alliance keeps true and accurate accounts of all money received and expended by the Alliance and of the property, credits and liabilities of the Alliance in accordance with the Corporations Act.

15.2 Receipts

If at any time the Alliance is endorsed as a Deductible Gift Recipient under subdivision 30-BA of the Tax Act, the Alliance shall issue a receipt (in the name of Australian Wind Alliance Limited) in respect of all money received.

15.3 Bank Account - Money

All money received by the Alliance shall be deposited in an interest bearing deposit account with an Australian bank pending the application of funds towards the promotion of the Objects.

15.4 In kind donations

The Alliance shall maintain a register of all commitments made by third parties to make in kind donations of goods and services to the Alliance. The Alliance shall take all reasonable steps to safeguard any goods provided to the Alliance pending the application of such goods towards the promotion of the Objects.

15.5 Auditor

- (a) The Alliance will appoint a properly qualified auditor if required by the Corporations Act.
- (b) Once at least in every year, the accounts of the Alliance will be examined by the Auditor who will report to the members if required by the provisions of the Corporations Act.

15.6 Inspection by Members

The Directors, or the Alliance by a resolution passed at a general meeting, may authorise a member to inspect books and accounts of the Alliance.

16. NOTICES

- (a) Any notice required by law or by or under this Constitution to be given to any member will be given by sending it by post or email to that member at the registered address, other address or email address supplied by them for the giving of notices.
- (b) Where a notice is sent by post, service of the notice will be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting on three (3) days after the date of its posting.
- (c) Where a notice is sent by email, service of notices will be deemed to be effected:
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that:
 - (A) the email has not been delivered; or

(B) that the recipient is “out of the office” or equivalent.

17. WINDING UP

17.1 Distribution of assets

(a) In this **Clause 17**:

- (i) “**Eligible Charity**” means a fund, authority or institution which is on the Register of Environmental Organisations which is charitable at law and gifts to which are deductible under items 1 or 2 of the table in section 30-15 of the Tax Act; and
- (ii) reference to a section or provision in the Tax Act is to be taken as a reference to any section or provision of any Act replacing or in addition to the section or provision of the Tax Act.

(b) If at the first occurrence of:

- (i) the winding up of the Alliance;
- (ii) the dissolution of the Alliance; or
- (iii) the Alliance ceasing to be endorsed as a Deductible Gift Recipient under subdivision 30-BA of the Tax Act,

there remains after the satisfaction of all its debts and liabilities any property or funds, the assets remaining cannot be paid to or distributed among the members but must be given or transferred to one or more Eligible Charities having similar rules and objectives to those the Alliance as the directors may determine.

(c) Where gifts to an Eligible Charity are deductible only if, among other things, the conditions set out in the relevant table in subdivision 30-B section 30-100 of the Tax Act are satisfied, a transfer under this subclause must be made in accordance with those conditions.

17.2 Members’ Contributions

Every member of the Alliance undertakes to contribute to the property of the Alliance in the event of the Alliance being wound up:

- (a) while they are a member; or
- (b) within one year after they cease to be a member,

for payment of the debts and liabilities of the Alliance (contracted before they cease to be a member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves, such amount as may be required up to a maximum of \$20.00.

18. INDEMNITY**18.1 Indemnity in Relation to Proceedings**

To the extent permitted by law, every Director, agent, Auditor and other officer of the Alliance will be indemnified out of the assets of the Alliance against any liability incurred by that person in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is under the Corporations Act granted to them by the Court.

18.2 Other Indemnity

To the extent permitted by law, every Director and officer of the Alliance or any other person (whether an officer of the Alliance or not) employed by the Alliance as Auditor will be indemnified by the Alliance against all costs, losses, expenses or liabilities incurred by them in the course of the business of the Alliance and it is the duty of the Directors out of the funds of the Alliance to pay and satisfy such costs, losses, expenses and liabilities incurred by them.

Schedule 1

Application Form - Organisational Members

ORGANISATIONAL MEMBER *(please select company type)*

Large Proprietary Company Small Proprietary Company Not-For-Profit

An Organisational Member must be a body corporate and is entitled to:

- (a) receive notice of general meetings of members;
- (b) attend general meetings of members; and
- (c) vote upon all resolutions at a general meeting of members.

ORGANISATIONAL DETAILS

Organisation Name			
Registered Address			
Suburb		Post Code	
ABN/ACN:			
Name of Authorised Representative			
Title/Position			
Telephone			
Email			

ACKNOWLEDGEMENT

I certify that the applicant:

- (a) *is a Body Corporate (as defined in the Alliance's constitution);*
- (b) *does not have a primary association with the fossil fuel industry or the nuclear power industry; and*
- (c) *has never campaigned against Climate Change Science; or*
- (d) *if the applicant has campaigned against Climate Change Science in the past, has renounced that position.*

The applicant:

- (a) *agrees to abide by, and commit to, the Statement of Objects as outlined in **Clause 2.1** of the Constitution of the Australian Wind Alliance Limited; and*
- (b) *consents to the terms of the Constitution.*

Name of Authorised Representative:

_____ *(please print)*

Signature of Authorised Representative: _____

Date: ____ / ____ / ____

Schedule 2

Application Form - Individual Members

INDIVIDUAL MEMBER

An Individual Member must be a natural person, and is entitled to:

- (a) receive notice of general meetings of members;
- (b) attend general meetings of members; and
- (c) vote upon all resolutions at a general meeting of members.

PERSONAL DETAILS

Title	Mr <input type="checkbox"/>	Mrs <input type="checkbox"/>	Miss <input type="checkbox"/>	Ms <input type="checkbox"/>	Dr <input type="checkbox"/>	Other _____
Name	<input type="text"/>					
Residential Address	<input type="text"/>					
Suburb	<input type="text"/>			Post Code	<input type="text"/>	
Mailing Address <i>(if different from above)</i>	<input type="text"/>					
Suburb	<input type="text"/>			Post Code	<input type="text"/>	
Telephone	Home	<input type="text"/>			Mobile	<input type="text"/>
Email	<input type="text"/>					

ACKNOWLEDGEMENT

The applicant:

- (a) agrees to abide by, and commit to, the Statement of Objects as outlined in **Clause 2.1** of the Constitution of the Australian Wind Alliance Limited; and
- (b) consents to the terms of the Constitution.

Name of Applicant: _____
(please print)

Signature of Applicant: _____ **Date** ____/____/____