



## **Constitution**

Stewart House  
ACN 127 072 100



<b>1</b>	Liability of Members and guarantee on winding up .....	<b>1</b>
<b>2</b>	<b>OBJECTS</b> .....	<b>1</b>
<b>3</b>	<b>MEMBERSHIP</b> .....	<b>2</b>
	Membership.....	2
	Members.....	2
	Form of application.....	2
	Admission.....	2
	Register of Members .....	3
	Number of Members.....	3
	Admission to Membersip.. ..	3
<b>4</b>	<b>Application fee and annual subscription</b> .....	<b>4</b>
	Application fee.....	4
	Annual subscription .....	4
	Unpaid annual subscriptions.....	4
<b>5</b>	<b>Removal and cessation of membership</b> .....	<b>4</b>
	Resignation .....	4
	Failure to pay .....	4
	Other cessation of membership .....	4
	Removal from Membership.....	5
<b>6</b>	<b>NO PROFITS FOR MEMBERS</b> .....	<b>5</b>
	Transfer of income or property .....	5
	Payments, services and information.....	6
	Remuneration .....	6
<b>7</b>	<b>GENERAL MEETINGS</b> .....	<b>6</b>
	Convening of meetings by Directors.....	6
	Convening of meetings by Members .....	6
	Notice of general meeting .....	6
	Cancellation of general meetings .....	7
	Quorum at general meetings.....	7
	Quorum at adjourned general meetings .....	7
	Appointment of chairperson.....	7
	Chairperson’s powers .....	8
	Adjournment of meetings.....	8
	Voting on show of hands .....	8
	Demand for a poll .....	9
	Voting rights of Members .....	9
	Vote of the Chairperson at general meetings.....	9
	Objections to voter qualification .....	9
	Mode of meeting for Members .....	10
	Resolution in writing.....	10
	Form of resolution in writing .....	10

---



<b>8</b>	<b>PROXIES AND REPRESENTATIVES .....</b>	<b>10</b>
	Proxies and representatives of Members.....	10
	Appointment of proxies.....	10
	Authority of proxies .....	10
	Verification of proxies.....	11
	Validity of proxies .....	11
	Revocation of appointment of proxy.....	11
<b>9</b>	<b>APPOINTMENT AND RETIREMENT OF DIRECTORS .....</b>	<b>11</b>
	Initial directors.....	11
	Number of Directors .....	11
	Qualifications of Directors .....	12
	Retirement of the initial Directors.....	12
	Subsequent retirement of Directors.....	12
	Nomination of Directors for election at AGMs.....	12
	Casual vacancies .....	12
	Resignation of Directors.....	13
	Removal from office.....	13
	Vacation of office .....	13
	Time of retirement.....	13
	Too few Directors.....	13
	Appointment of an Executive Director .....	13
<b>10</b>	<b>DIRECTORS' EXPENSES .....</b>	<b>14</b>
	Payment for expenses.....	14
<b>11</b>	<b>POWERS OF DIRECTORS.....</b>	<b>15</b>
<b>12</b>	<b>PROCEEDINGS OF DIRECTORS .....</b>	<b>15</b>
	Convening of Directors' meetings.....	15
	Notice of Directors' meetings .....	15
	Mode of meeting for Directors .....	15
	Quorum at Directors' meetings .....	15
	Voting at Directors' meetings .....	15
	Appointment of chairperson of Directors.....	15
	Chairperson's vote at Directors meetings .....	16
	Conflicts of interest.....	<b>Error! Bookmark not defined.</b>
	Delegation of powers to committee.....	17
	Proceedings of committees .....	17
	Validity of acts of Directors.....	17
	Minutes .....	17
	Resolution in writing.....	18
	Form of resolution in writing .....	18
<b>13</b>	<b>SECRETARY .....</b>	<b>18</b>
<b>14</b>	<b>INDEMNITY AND INSURANCE.....</b>	<b>18</b>
	Indemnity.....	18
	Insurance premiums .....	18
<b>15</b>	<b>EXECUTION OF DOCUMENTS.....</b>	<b>18</b>
<b>16</b>	<b>GIFT FUND REQUIREMENTS .....</b>	<b>19</b>

---



	Company to maintain a Gift Fund.....	19
	Rules applying to the Gift Fund.....	19
	Winding up of Gift Fund.....	19
	Definitions.....	19
<b>17</b>	<b>SURPLUS ASSETS ON WINDING UP OR DISSOLUTION .....</b>	<b>20</b>
<b>18</b>	<b>ACCOUNTS, AUDIT AND RECORDS .....</b>	<b>20</b>
	Accounts.....	20
	Audit.....	20
	Rights of Inspection .....	20
<b>19</b>	<b>NOTICES.....</b>	<b>20</b>
	Persons authorised to give notices.....	20
	Method of giving notices .....	21
	Addresses for giving notices to Members .....	21
	Address for giving notices to the Company .....	21
	Time notice of meeting is given.....	21
	Time other notices are given .....	22
	Proof of giving notices .....	22
	Persons entitled to notice of meeting .....	22
<b>20</b>	<b>DEFINITIONS AND INTERPRETATION .....</b>	<b>22</b>
	Definitions.....	22
	Interpretation .....	23
	References to the document .....	24
	Replaceable rules.....	24
	Application of Corporations Act.....	24
	Exercise of powers .....	24
	Headings .....	24
	Amendment to Constitution.....	24
	Schedule.....	25
	Members on incorporation of Company .....	25
	Initial Directors and initial term.....	25

---



## **Corporations Act 2001**

### **Public company limited by guarantee**

#### **Stewart House**

**ACN 127 072 100**

1.1 The Company is a public company limited by guarantee.

#### **Liability of Members and guarantee on winding up**

1.2 The liability of the Members is limited. Every Member undertakes to contribute \$10 to the assets of the Company if it is wound up while he or she is a Member, or within one year afterwards.

## **2 OBJECTS**

2.1 The Company has the following objects:

- 2.1.1 To provide short term respite care for children from NSW and ACT public schools with special needs due to ill health, emotional or other distress, family problems, financial or social disadvantage, neglect or isolation.
- 2.1.2 To ensure such children are nurtured and feel a sense of safety while in the care of Stewart House.
- 2.1.3 To arrange and/or provide such children with health services including optometrical, dental and medical screening and initial treatment and referral as required.
- 2.1.4 To allow such children to participate in health and educational programs and out of school activities that boost their self-esteem and promote a healthier lifestyle.
- 2.1.5 To develop in such children self-care skills, independence and resilience through their involvement in a structured residential program, recognising each child's particular needs.
- 2.1.6 To raise money to further the aims of the Company and to secure sufficient funds for the purposes of the Company.
- 2.1.7 To receive any funds and to distribute these funds in a manner that best attains the objects of the Company.
- 2.1.8 To do all such things as are incidental or conducive to the attainment of all or any of the objects of the Company.



- 2.2 The income, property, profits and financial surplus of the Company, whenever derived, must be applied solely towards the promotion of the objects of the Company as set out in this Constitution.

### **3 MEMBERSHIP**

#### **Membership**

- 3.1 The Members of the Company are the initial Members as listed in the Schedule and such other persons as the Company admits to membership in accordance with this document.

#### **Members**

- 3.2 All Members must:

- 3.2.1 Pay the application fee (if any) determined in accordance with clause 4.1.
- 3.2.2 In order to maintain Membership, pay the annual subscription (if any) in accordance with clause 4.2.

Interested parties may apply for Membership after satisfying both of the following :

- 3.2.3 Demonstrated passion for the objects of Stewart House
- 3.2.4 Significant support for the work of Stewart House either financial or in-kind over a period of more than two years

- 3.3 A Member has the right to receive notices of and to attend and be heard at any general meeting and has the right to vote at any general meeting.

#### **Form of application**

- 3.4 An application for Membership must comply with the following requirements:

- 3.4.1 It must be signed by the applicant.
- 3.4.2 It must be accompanied by such documents or evidence as to qualification for membership as required under clause 3.2.
- 3.4.3 It must be accompanied by an application fee (if any) determined in accordance with clause 4.1.

#### **Admission**

- 3.5 The Directors must consider an application for Membership as soon as practicable after its receipt and determine, in their discretion, the admission or rejection of the applicant.
- 3.6 The Directors do not have to give reasons for rejecting an application for Membership. If an application for Membership is rejected, any application fee and the annual subscription must be refunded to the applicant.



- 3.7 If an applicant is accepted for Membership, the Secretary must notify the applicant of admission in the form of a receipt for the application fee, if any, and annual subscription or in such other form as the Directors determine and the name and details of the applicant must be entered in the Register.

#### **Register of Members**

- 3.8 A register of the Members of the Company must be kept in accordance with the Corporations Act.
- 3.9 The following details must be entered in the Register in respect of each Member:
- 3.9.1 The full name of the Member [including the ACN of a corporate Member].
  - 3.9.2 The mailing address, email address, telephone number and facsimile number, if any, of the Member.
  - 3.9.3 The date of admission to and cessation of Membership.
  - 3.9.4 The date of last payment of the Member's annual subscription.
  - 3.9.5 In the case of a Member other than an individual, the full name, mailing address, email address and facsimile number, if any, of its corporate representative.
  - 3.9.6 Such other information as the Directors require.
- 3.10 Each Member must notify the Secretary in writing of any change in that person's contact details within one month after the change.

#### **Number of Members**

- 3.11 There must be at least one member.
- 3.12 The Board may set a limit on the maximum number of Members.

#### **Admission to Membership**

- 3.13 The Initial Subscribers and such other persons who are admitted to Membership of the Company by the Directors will be Members of the Company and will be deemed to be bound by the Constitution.
- 3.14 Any person becoming a Member of the Company must pay to the Company the then current membership fee (if any).



## **4 Application fee and annual subscription**

### **Application fee**

- 4.1 The application fee payable by each applicant for Membership is such sum as the Directors prescribe from time to time.

### **Annual subscription**

- 4.2 The annual subscription payable by a Member is such sum as the Directors prescribe from time to time.
- 4.3 All annual subscriptions are due and payable in advance by 30 June in each year.
- 4.4 If a person applies for membership after 31 December in any year, the Directors may reduce the annual subscription payable by the applicant in such manner as they think fit.

### **Unpaid annual subscriptions**

- 4.5 A Member ceases to be entitled to any of the rights or privileges of membership if the annual subscription of a Member remains unpaid for two months after it becomes payable and a notice of default is given to the Member pursuant to a resolution of the Directors. However, the rights or privileges of membership may be reinstated on payment of all arrears if the Directors think fit to do so.

## **5 Removal and cessation of membership**

### **Resignation**

- 5.1 A Member may resign from membership of the Company by giving written notice to the Secretary.
- 5.2 The resignation of a Member is deemed to take effect from the date of receipt of the notice of resignation or such later date as is provided in the notice.

### **Failure to pay**

- 5.3 If a Member has not paid all arrears of annual subscriptions in accordance with clause 4.3 or, if paid, the Member's rights and privileges are not reinstated, both of the following applies in respect of that Member:
- 5.3.1 The Member remains liable for all the obligations and liabilities of membership for six months after the date of notification under clause 4.5.
- 5.3.2 The Member ceases to be a Member and the Member's name must be removed from the Register at the end of the six month period.

### **Other cessation of membership**

- 5.4 A Member ceases to be a Member on any Termination Event occurring in respect of the Member.





## **Removal from Membership**

- 5.5 The Directors may at their discretion convene a meeting of Members to consider the removal of a Member from the Register if the person is no longer considered suitable for Membership of the Company by a majority of the Directors.
- 5.6 The Directors will be required to provide at least two month's written notice to any Member of any intention to remove the person from the Register so as to enable the Member to provide any written representations to the Company.
- 5.7 Where any written representations are made by the Member and the Member requests that the representations be notified to Members of the Company, the Company must do both of the following:
- 5.7.1 State, in any notice of the resolution given to Members of the Company, that the representations have been made.
- 5.7.2 Send a copy of the representations to every Member of the Company to whom the notice of the meeting has been or is sent.
- 5.8 The requirements in clause 5.7 do not apply to the company if the representations are received by it too late for it to satisfy those requirements.
- 5.9 If a copy of the representations is not so sent because they were received too late or because of the Company's default, the Member may, without affecting any right to be heard orally, require the representations be read out at the meeting.
- 5.10 Copies of the representations need not be sent out and the representations need not be read out at the meeting if the Directors are satisfied on reasonable grounds that the rights conferred by clause 5.7 are being abused to secure needless publicity for defamatory matter.
- 5.11 The Directors do not have to give reasons for recommending the removal of any Member from the Register.
- 5.12 An ordinary resolution of Members is required to pass the necessary resolution to remove a Member under clause 5.5.

## **6 NO PROFITS FOR MEMBERS**

### **Transfer of income or property**

- 6.1 The income and property under the control of the Company must be applied in and towards the promotion and achievement of the objects of the Company as set out in this Constitution. No income or property of the Company may be paid or transferred, directly or indirectly to any Member.



### **Payments, services and information**

- 6.2 Nothing in this clause 6 prevents the payment in good faith of any of the following:
- 6.2.1 Remuneration to any officers or employees of the Company for services actually rendered to the Company.
  - 6.2.2 An amount to any Member in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual course of business.
  - 6.2.3 Reasonable and proper interest on money borrowed from any Member.
  - 6.2.4 Reasonable and proper rent for premises let by any Member to the Company.
- 6.3 Nothing in this clause 6 prevents the Company from providing services or information to the Members on terms which are different from the terms on which services or information are provided to persons who are not Members.

### **Remuneration**

- 6.4 No remuneration or other benefit in money or money's worth will be paid or given by the Company to any Member except reimbursement of out-of-pocket expenses.
- 6.5 The Members may be paid travelling, accommodation, and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings or otherwise in the execution of their duties as Members.
- 6.6 All payments to a Member under clause 6.5 will be extra-ordinary in nature and must be approved by the Directors.

## **7 GENERAL MEETINGS**

### **Convening of meetings by Directors**

- 7.1 Any Director may convene a general meeting.

### **Convening of meetings by Members**

- 7.2 The Directors must call and arrange to hold a general meeting if required to do so under the Corporations Act.

### **Notice of general meeting**

- 7.3 Written notice of a general meeting must specify the place, the day and the hour of meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate the meeting, the general nature of the business to be transacted and any other matters as are required by the Corporations Act.
- 7.4 A notice of a general meeting may be given by any form of communication permitted by the Corporations Act.



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

#### **Cancellation of general meetings**

- 7.6 The Directors may cancel a general meeting, other than a general meeting which they are required to convene and hold under the Corporations Act.
- 7.7 A meeting may only be cancelled in accordance with clause 7.6 if notice of the cancellation is given to all persons entitled to receive notice of the meeting at least two business days prior to the time of the meeting as specified in notice of meeting.

#### **Quorum at general meetings**

- 7.8 Business may not be transacted at a general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- 7.9 Except as otherwise set out in this document, 50% of Members present in person is a quorum.
- 7.10 If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the chairperson:
- 7.10.1 If the meeting was convened by or on the requisition of Members, it must be dissolved.
- 7.10.2 Otherwise, it must stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Directors.
- 7.11 If a meeting has been adjourned to another time and place determined by the Directors, not less than seven days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.

#### **Quorum at adjourned general meetings**

- 7.12 At the adjourned meeting 3 Members present is a quorum but if a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

#### **Appointment of chairperson**

- 7.13 If the Directors have elected one of their number as chairperson of their meetings, that person is entitled to preside as chairperson at every general meeting.
- 7.14 The Directors present at a general meeting must elect one of their number to chair the meeting if either of the following applies:
- 7.14.1 A Director has not been elected as the chairperson of Directors meetings.



7.14.2 The chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or he is unwilling to act.

7.15 The Members present at a general meeting must elect one of their number to chair the meeting if there are no Directors present within 15 minutes after the time appointed for the holding of the meeting or all Directors present decline to take the chair.

#### **Chairperson's powers**

7.16 Subject to the terms of this document dealing with adjournment of meetings, the ruling of the chairperson on all matters relating to the order of business, procedure and conduct of the general meeting is final and no motion of dissent from a ruling of the chairperson may be accepted.

7.17 The chairperson, in their discretion may expel any Member or Director from a general meeting if the chairperson reasonably considers that the Member or Director's conduct is inappropriate behaviour. Any of the following conduct may be considered inappropriate in a general meeting:

7.17.1 The use of offensive or abusive language which is directed to any person, object or thing.

7.17.2 Attendance at the meeting while under the influence of any kind of drug including but not limited to any alcoholic substance.

7.17.3 The use or consumption of any drug by a person at the meeting.

#### **Adjournment of meetings**

7.18 The chairperson may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting to another time and to another place.

7.19 The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.

7.20 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.

7.21 Except when a meeting is adjourned for 30 days or more, it is not necessary to give a notice of an adjournment or of the business to be transacted at an adjourned meeting.

#### **Voting on show of hands**

7.22 At a general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is demanded before that vote is taken or before the result is declared or immediately after the result is declared.

7.23 If a poll is not duly demanded, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost,



and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

#### **Demand for a poll**

- 7.24 A poll may be demanded by either:
- 7.24.1 The chairperson.
  - 7.24.2 Members with at least 5% of the votes that may be cast at the meeting.
  - 7.24.3 Five Members present at the meeting.
- 7.25 The demand for a poll may be withdrawn.
- 7.26 The demand for a poll does not prevent the continuance of a meeting for the transaction of business other than the question on which a poll is demanded.
- 7.27 If a poll is duly demanded, it must be taken in the manner and, except as to the election of a chairperson or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll is demanded.
- 7.28 A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.

#### **Voting rights of Members**

- 7.29 On a show of hands every person present who is a Member or who represents a corporation who is a Member has one vote.
- 7.30 On a poll every Member present in person or by proxy, attorney or representative has one vote.

#### **Vote of the Chairperson at general meetings**

- 7.31 The chairperson of a general meeting is entitled to a second or casting vote.

#### **Objections to voter qualification**

- 7.32 No objection may be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- 7.33 An objection to the qualification of a voter must be referred to the chairperson, whose decision is final.
- 7.34 A vote not disallowed according to an objection as provided in this document is valid for all purposes.



### **Mode of meeting for Members**

- 7.35 A general meeting may be called or held using any technology consented to by all the Members. The consent may be a standing one. A Member may only withdraw their consent within a reasonable period before the meeting. The Members may otherwise regulate their meetings as they think fit.

### **Resolution in writing**

- 7.36 A resolution in writing signed by all Members, excluding Members who have been given leave of absence, is to be treated as a determination of the Members passed at a meeting of the Members duly convened and held.

### **Form of resolution in writing**

- 7.37 A resolution in writing may consist of several documents in like form, each signed by one or more Members and if so signed it takes effect on the latest date on which a Member signs one of the documents.
- 7.38 If a resolution in writing is signed by a proxy of a Member, it must not also be signed by the appointing Member and vice versa.
- 7.39 In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of Members is to be treated as a resolution in writing and a document bearing a facsimile of a signature is to be treated as signed.

## **8 PROXIES AND REPRESENTATIVES**

### **Proxies and representatives of Members**

- 8.1 At meetings of Members, each Member entitled to vote may vote in person or by proxy or by attorney. A Member which is a corporation may appoint an individual as a representative.
- 8.2 Subject to the terms of their appointment, a person attending as a proxy, or as the attorney of a Member, or as representing a corporation which is a Member has all the powers of a Member, except where expressly stated to the contrary.

### **Appointment of proxies**

- 8.3 A Member may appoint another person as their proxy to attend and vote instead of the Member. A proxy need not be a Member.
- 8.4 A document appointing a proxy must be in writing, in any form permitted by the Corporations Act and signed by the Member making the appointment.

### **Authority of proxies**

- 8.5 A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where the document so provides, the proxy is not entitled to vote on the resolution except as specified in the document.



- 8.6 Except as expressly provided by the document appointing a proxy, an appointment of a proxy confers authority to do all things that the Member can do in respect of a general meeting, except that the proxy is not entitled to vote on a show of hands.

#### **Verification of proxies**

- 8.7 Before the time for holding the meeting or adjourned meeting at which a proxy proposes to vote, both of the following documents must be deposited with the Company:

8.7.1 The document appointing the proxy.

8.7.2 If the appointment is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of that authority.

- 8.8 Those documents must be received at the Office, at a fax number at the Office or at another place, fax number or electronic address specified for that purpose in the notice convening the meeting not less than 24 hours before the time for holding the meeting.

- 8.9 If a general meeting has been adjourned, an appointment and any authority received by the Company at least 24 hours before the resumption of the meeting are effective for the resumed part of the meeting.

#### **Validity of proxies**

- 8.10 A proxy document is invalid if it is not deposited or produced prior to a meeting or a vote being taken as required by this document.

#### **Revocation of appointment of proxy**

- 8.11 A vote given in accordance with the terms of a proxy document or power of attorney is valid despite the occurrence of any one or more of the following events if no intimation in writing of any of those events has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the document is used:

8.11.1 The previous death or unsoundness of mind of the principal.

8.11.2 The revocation of the instrument or of the authority under which the instrument was executed.

## **9 APPOINTMENT AND RETIREMENT OF DIRECTORS**

#### **Initial directors**

- 9.1 The initial Directors of the Company to be appointed on the day the Company is registered are the persons listed in the Schedule.

#### **Number of Directors**

- 9.2 Until otherwise determined in accordance with this document, the number of Directors must not be less than 3 nor more than 12.



- 9.3 The Company may, by resolution, increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.

#### **Qualifications of Directors**

- 9.4 A Director need not be a Member of the Company.

#### **Retirement of the initial Directors**

- 9.5 At the first and two subsequent annual general meetings, three of the initial Directors shall retire from office as set out in the Schedule (unless one or more of those Directors has already resigned, been removed or otherwise vacated their position).

- 9.6 An initial Director retiring at an annual general meeting under clause 9.5, who is not disqualified by law from being reappointed, is eligible for re-election and may act as a director throughout the meeting at which that Director retires.

#### **Subsequent retirement of Directors**

- 9.7 At the fourth and subsequent annual general meetings of the Company one third of the Directors for the time being (or, if their number is not three or a multiple of three, then the number nearest one third) must retire from office.

- 9.8 The Directors to retire at an annual general meeting are those who have been longest in office since their last election. If two or more persons became Directors on the same day, those to retire must be determined by lot unless they otherwise agree among themselves.

- 9.9 A Director retiring at an annual general meeting who is not disqualified by law from being reappointed is eligible for re-election and may act as a director throughout the meeting at which that Director retires.

#### **Nomination of Directors for election at AGMs**

- 9.10 The Board shall establish a Nominations Committee and determine a policy for calling and consideration of nominations for the position of Director to fill vacancies created by the retirement of Directors at an annual general meeting under this document.

- 9.11 Nominations may be submitted by a Member or a Director.

- 9.12 Notice of the nominations for Director approved by the Nominations Committee must be provided to all Members of the Company in accordance with this document at least 30 days prior to the date of the annual general meeting.

#### **Casual vacancies**

- 9.13 The Directors or the surviving Director may at any time appoint a person to be a Director, either to fill a casual vacancy or as an addition to the existing number of Directors. The total number of Directors may not exceed the number fixed in accordance with this document.





- 9.14 A Director appointed under clause 9.13 holds office only until the next general meeting after the appointment and is then eligible for re-election.
- 9.15 A director appointed under clause 9.13 must not be taken into account in determining the Directors who are to retire by rotation at that general meeting.

#### **Resignation of Directors**

- 9.16 A Director may resign from office by giving notice in writing to the Company of that Director's intention to resign. A notice of resignation takes effect at the time which is the later of the time of giving the notice to the Company and the expiration of the period, if any, specified in the notice.

#### **Removal from office**

- 9.17 The Company may by ordinary resolution remove a Director from office and may by ordinary resolution appoint another person as a replacement.
- 9.18 A person appointed to replace a Director removed from office must retire as a Director at the time ascertained as if the person became a Director on the day on which the Director removed from office was elected or last re-elected a Director.

#### **Vacation of office**

- 9.19 In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act or another provision of this document, the office of Director becomes vacant if any of the following occurs:
- 9.19.1 If the Director becomes an insolvent under administration.
  - 9.19.2 If the Director 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.
  - 9.19.3 If the Director is absent without the consent of the Directors from the meetings of the Directors held during a continuous period of six months and the Board resolves that the office of that Director be vacated.
  - 9.19.4 If the Director becomes prohibited from being a Director by reason of an order made under the Corporations Act.

#### **Time of retirement**

- 9.20 A Director's retirement under Clauses 9.6 – 9.10 takes effect at the end of the relevant annual general meeting unless the Director is re-elected at that meeting.

#### **Too few Directors**

- 9.21 If the number of Directors is reduced below the minimum required by Clause 9.2, the continuing Directors may act as the Board only:



- 9.21.1 to appoint Directors up to that minimum number;
- 9.21.2 to convene a meeting of Members; and
- 9.21.3 in emergencies.

### **Appointment of an Executive Director**

- 9.22 Subject to the provisions of this Constitution dealing with the appointment of Directors, the Directors may appoint one executive of the Company to be a Director. The appointment will be for a term determined by the Board and the Board may amend the term and/or revoke the appointment at any time.
- 9.23 Anyone so appointed shall bear the title 'Executive Director'.
- 9.24 If such a person ceases to be an executive of the Company, then the person shall automatically cease to be the Executive Director.
- 9.25 The Executive Director is not subject to retirement by rotation and is not to be counted or taken into account, under Clause 9.8 for determining the rotation of retirement of other Directors.
- 9.26 The Directors may delegate any powers of the Board to the Executive Director. The delegation is subject to any terms and restrictions determined by the Directors and may be amended or revoked at any time by the Directors.
- 9.27 Unless requested otherwise by the other Directors at a meeting of the Board, the Executive Director shall withdraw from any meeting of the Board when Directors are considering his/her performance, remuneration or employment contract as an executive of the Company.

## **10 DIRECTORS' EXPENSES**

### **Payment for expenses**

- 10.1 No remuneration or other benefit in money or money's worth will be paid or given by the Company to any Director except reimbursement of out-of-pocket expenses.
- 10.2 The Directors may be paid travelling, accommodation, and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings or otherwise in the execution of their duties as Directors.
- 10.3 All payments to a Director under Clause 10.2 will be extra-ordinary in nature and must be approved by the Directors.



## **11 POWERS OF DIRECTORS**

- 11.1 The Directors may exercise all those powers of the Company as are not, by the Corporations Act or by this document, required to be exercised by the Members in general meeting or otherwise.

## **12 PROCEEDINGS OF DIRECTORS**

### **Convening of Directors' meetings**

- 12.1 A Director may at any time, and a Secretary must on the requisition of a Director, convene a meeting of the Directors.

### **Notice of Directors' meetings**

- 12.2 Notice of each meeting of the Directors must be given to each Director at least 24 hours before the meeting or at another time determined by resolution of the Directors.
- 12.3 Despite that requirement all Directors may waive in writing the required period of notice for a particular meeting and it is not necessary to give a notice of a meeting of Directors to a Director who is out of Australia or who has been given leave of absence.

### **Mode of meeting for Directors**

- 12.4 A Directors' meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw their consent within a reasonable period before the meeting. The Directors may otherwise regulate their meetings as they think fit.

### **Quorum at Directors' meetings**

- 12.5 At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is three or another number determined by the Directors.
- 12.6 If the number of Directors is reduced below the number necessary for a quorum of Directors, the continuing Director or Directors may act only to appoint additional Directors to the number necessary for a quorum or to convene a general meeting of the Company.

### **Voting at Directors' meetings**

- 12.7 Questions arising at a meeting of Directors must be decided by a majority of votes of Directors present and voting. A decision of the majority is for all purposes a decision of the Directors.

### **Appointment of chairperson of Directors**

- 12.8 The Directors may elect a Director to chair their meetings and determine the period for which the person elected is to hold office.



- 12.9 If a chairperson has not been elected, or if at any meeting the chairperson is not present within 10 minutes after the time appointed for holding the meeting or is unwilling to act, the Directors present may choose one of their number to chair the meeting.

#### **Chairperson's vote at Directors meetings**

- 12.10 The chairperson has a second or casting vote at meetings of Directors.

#### **Conflicts of interest**

- 12.11 A director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of directors (or that is proposed in a circular resolution):

12.11.1 to the other directors, or

12.11.2 if all of the directors have the same conflict of interest, to the members at the next general meeting, or at an earlier time if reasonable to do so.

- 12.12 The disclosure of a conflict of interest by a director must be recorded in the minutes of the meeting.

- 12.13 Each director who has a material personal interest in a matter that is being considered at a meeting of directors (or that is proposed in a circular resolution) must not, except as provided under clause 12.14,:

12.13.1 be present at the meeting while the matter is being discussed, or

12.13.2 vote on the matter.

- 12.14 A director may still be present and vote if:

12.14.1 their interest arises because they are a member of the company, and the other members have the same interest

12.14.2 their interest relates to an insurance contract that insures, or would insure, the director against liabilities that the director incurs as a director of the company (see clause 14.2)

12.14.3 their interest relates to a payment by the company under clause **Error! Reference source not found.** (indemnity), or any contract relating to an indemnity that is allowed under the Corporations Act

12.14.4 the Australian Securities and Investments Commission (ASIC) makes an order allowing the director to vote on the matter, or

12.14.5 the directors who do not have a material personal interest in the matter pass a resolution that:

12.14.5.1 identifies the director, the nature and extent of the director's



interest in the matter and how it relates to the affairs of the company,  
and

12.14.5.2 says that those directors are satisfied that the interest should not stop the director from voting or being present.

12.15 If there are not enough Directors to form a quorum as a result of a Director having an interest which disqualifies them from voting then one or more of the Directors (including those who have the disqualifying interest in the matter) may call a general meeting of the Company and the general meeting may pass a resolution to deal with the matter.

#### **Delegation of powers to committee**

12.16 The Directors may delegate any of their powers to committees consisting of Directors or other persons as they think fit to act in Australia or elsewhere.

12.17 The exercise of a power by a committee in accordance with this document is to be treated as the exercise of that power by the Directors.

12.18 In the exercise of any powers delegated to it, a committee formed by the Directors must conform to the directions of the Directors.

#### **Proceedings of committees**

12.19 Except as provided in a direction of the Directors, the meetings and proceedings of a committee formed by the Directors must be governed by the provisions of this document, in so far as they are applicable, as if meetings and proceedings of the committee are meetings and proceedings of the Directors.

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

12.20 All acts done by a meeting of the Directors or of a committee of Directors or by a person acting as a Director are valid even if it is later discovered that there is a defect in the appointment of a person to be a Director or a member of the committee or that they or any of them were disqualified or were not entitled to vote.

#### **Minutes**

12.21 The Directors must cause minutes of all proceedings of general meetings, of meetings of the Directors and of committees formed by the Directors to be entered, within one month after the relevant meeting is held, in books kept for the purpose.

12.22 The Directors must cause all minutes, except resolutions in writing treated as determinations of the Directors, to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.



### **Resolution in writing**

- 12.23 A resolution in writing signed by all Directors, excluding Directors who have been given leave of absence, is to be treated as a determination of the Directors passed at a meeting of the Directors duly convened and held.

### **Form of resolution in writing**

- 12.24 A resolution in writing may consist of several documents in like form, each signed by one or more Directors and if so signed it takes effect on the latest date on which a Director signs one of the documents.
- 12.25 In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of Directors is to be treated as a resolution in writing and a document bearing a facsimile of a signature is to be treated as signed.

## **13 SECRETARY**

- 13.1 The Directors may appoint one or more Secretaries and may at any time terminate the appointment or appointments. The Directors may determine the terms and conditions of appointment of a Secretary, including remuneration. Any one of the Secretaries may carry out any act or deed required by this document, the Corporations Act or by any other statute to be carried out by the secretary of the Company.

## **14 INDEMNITY AND INSURANCE**

### **Indemnity**

- 14.1 Every officer and past officer of the Company is hereby indemnified by the Company, to the fullest extent permitted by law, against a liability incurred by that person as an officer of the Company or a subsidiary of the Company, including without limitation legal costs and expenses incurred in defending an action.

### **Insurance premiums**

- 14.2 The Company **must** pay the premium on a contract insuring a person who is or has been an officer of the Company to the fullest extent permitted by law.

## **15 EXECUTION OF DOCUMENTS**

- 15.1 The Company may execute a document if the document is signed by either of the following:
- 15.1.1 By two Directors.
  - 15.1.2 By a Director and a Secretary.



## 16 GIFT FUND REQUIREMENTS

### Company to maintain a Gift Fund

16.1 The Company must maintain a Gift Fund in accordance with this clause 16 for so long as it seeks or has obtained endorsement as a DGR from the Australian Taxation Office, or the Company is named as a DGR in ITAA 97.

### Rules applying to the Gift Fund

16.2 The following rules apply to any Gift Fund established and maintained by the Company:

16.2.1 The Gift Fund must have a name.

16.2.2 The Company must maintain sufficient documents to provide evidence of the Gift Fund's purpose and operations.

16.2.3 The Company must maintain a separate bank account for the Gift Fund.

16.2.4 The following must be credited to the Gift Fund:

(a) All gifts of money or property to the Company for the Principal Purpose.

(b) All money or property received by the Company because of those gifts.

16.2.5 No other money or property may be credited to the Gift Fund.

16.2.6 The Company must use any gifts, money or property of the kind referred to in clause 16.2.4 only for the Principal Purpose.

### Winding up of Gift Fund

16.3 Despite clause 17, if the Gift Fund is wound up or the Company ceases to be a DGR for any reason, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it must be transferred to a fund, authority or institution to which income tax deductible gifts can be made. For the avoidance of doubt, if a Gift Fund operated by the Company is wound up but the Company remains a DGR and operates any other gift fund in accordance with this clause 16, any surplus assets of the Gift Fund that is being wound up may be transferred to any other gift fund operated by the Company.

### Definitions

16.4 In this clause 16 the following definitions apply:

**DGR** means a 'deductible gift recipient' within the meaning of section 30-227 of ITAA 97.

**Gift Fund** means a fund that is maintained for the Principal Purpose.

**ITAA 97** means *Income Tax Assessment Act 1997* (Cth).



**Principal Purpose** means the purposes of the Company as reflected in the objects of the Company specified in clause 2, or any of those purposes.

## **17 SURPLUS ASSETS ON WINDING UP OR DISSOLUTION**

17.1 Subject always to clause 16.3, upon the winding up or dissolution of the Company, any remaining property after satisfaction of all debts and liabilities, will not be paid to or distributed among the Members, but will be given or transferred to some other institution or company which satisfies both of the following requirements:

17.1.1 It has objects similar to the objects of the Company.

17.1.2 Its constituent documents prohibit the distribution of its income and property among its members on terms substantially to the effect of clause 6.

17.2 This is to be determined by the Members at or before the time of winding up or dissolution of the Company and, in default of any determination, by the Supreme Court of New South Wales.

## **18 ACCOUNTS, AUDIT AND RECORDS**

### **Accounts**

18.1 The Directors must cause proper accounting and other records to be kept in accordance with the Corporations Act. The Directors must distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) as required by the Corporations Act.

### **Audit**

18.2 A registered company auditor must be appointed. The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the Corporations Act.

### **Rights of Inspection**

18.3 Subject to the Corporations Act the Directors determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them are open to the inspection of Members other than Directors, and a Member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in general meeting.

## **19 NOTICES**

### **Persons authorised to give notices**

19.1 A notice by either the Company or a Member in connection with this document may be given on behalf of the Company or Member by a solicitor, director or company secretary of the Company or Member.





- 19.2 The signature of a person on a notice given by the Company may be written, printed or stamped.

**Method of giving notices**

- 19.3 In addition to the method for giving notices permitted by statute, a notice by the Company or a Member in connection with this document may be given to the addressee by any of the following means:

- 19.3.1 By delivering it to a street address of the addressee.
- 19.3.2 By sending it by prepaid ordinary post (airmail if outside Australia) to a street or postal address of the addressee.
- 19.3.3 By sending it by facsimile or e-mail to the facsimile number or e-mail address of the addressee.

**Addresses for giving notices to Members**

- 19.4 The street address or postal address of a Member is the street or postal address of the Member shown in the Register.
- 19.5 The facsimile number or e-mail address of a Member is the number which the Member may specify by written notice to the Company as the facsimile number or e-mail address to which notices may be sent to the Member.
- 19.6 If a person is entitled to a membership in consequence of the death or bankruptcy of a Member, until that person gives notice to the Company of an address for the giving of notices, the address of that person is the address of the deceased or bankrupt Member.

**Address for giving notices to the Company**

- 19.7 The street and postal address of the Company is the Office.
- 19.8 The facsimile number or e-mail address of the Company is the number which the Company may specify by written notice to the Members as the facsimile number or e-mail address to which notices may be sent to the Company.

**Time notice of meeting is given**

- 19.9 A notice of meeting given in accordance with this document is to be taken as given, served and received at the following times:
- 19.9.1 If delivered in writing to the street address of the addressee, at the time of delivery.
- 19.9.2 If it is sent by post to the street or postal address of the addressee, on the business day after posting.
- 19.9.3 If sent by facsimile or e-mail to the facsimile number or e-mail address of the addressee, at the time transmission is completed.



### **Time other notices are given**

- 19.10 A notice given in accordance with this document is to be taken as given, served and received at the following times:
- 19.10.1 If delivered in writing to the street address of the addressee, at the time of delivery.
  - 19.10.2 If it is sent by post to the street or postal address of the addressee, on the 2<sup>nd</sup> (5<sup>th</sup> if outside Australia) business day after posting.
  - 19.10.3 If sent by facsimile or e-mail to the facsimile number or e-mail address of the addressee, at the time transmission is completed.

### **Proof of giving notices**

- 19.11 The sending of a notice by facsimile or e-mail and the time of completion of transmission may be proved conclusively by production of the relevant one of the following:
- 19.11.1 A transmission report by the facsimile machine from which the notice was transmitted which indicates that a facsimile of the notice was sent in its entirety to the facsimile number of the addressee.
  - 19.11.2 A print out of an acknowledgment of receipt of the e-mail.

### **Persons entitled to notice of meeting**

- 19.12 Notice of every general meeting must be given by a method authorised by this document to all of the following persons:
- 19.12.1 Every Member.
  - 19.12.2 Every Director.
  - 19.12.3 Every person (if any) entitled to a membership in consequence of the death or bankruptcy of a Member who, but for the Member's death or bankruptcy, would be entitled to receive notice of the meeting.
  - 19.12.4 The auditor for the time being of the Company, if any.
- 19.13 No other person is entitled to receive notices of general meetings.

## **20 DEFINITIONS AND INTERPRETATION**

### **Definitions**

- 20.1 In this document the following definitions apply:

**Board** means the board of Directors of the Company.

**Company** means Stewart House ACN 127 072 100.



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

**Director** means a person appointed to perform the duties of a director of the Company.

**Directors** means the board of directors of the Company.

**Member** means a person whose name is entered in the Register as a member of the Company.

**Office** means the registered office of the Company.

**Register** means the register of Members kept by the Company under the Corporations Act 2001.

**Secretary** means a person appointed to perform the duties of a secretary of the Company.

**Termination Event** means:

- (a) If a Member is an individual, the death or bankruptcy of that Member or that Member becoming of unsound mind or becoming a person whose property is liable to be dealt with under a law about mental health.
- (b) If a Member is a body corporate, the deregistration or other dissolution of that Member.
- (c) If a Member has not attended two consecutive Annual General meetings without seeking a prior leave of absence.

## **Interpretation**

20.2 In this document, unless the context otherwise requires:

- 20.2.1 A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this document.
- 20.2.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- 20.2.3 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document.
- 20.2.4 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.



- 20.2.5 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 20.2.6 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.
- 20.2.7 A reference to dollars or \$ means Australian dollars.
- 20.2.8 References to the word 'include' or 'including' are to be construed without limitation.
- 20.2.9 A reference to a time of day means that time of day in the place where the Office is located.
- 20.2.10 A reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place where the Office is located.
- 20.2.11 Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.
- 20.2.12 A term of this document which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

#### **References to the document**

- 20.3 A reference to this document, where amended, means this document as so amended.

#### **Replaceable rules**

- 20.4 Each of the provisions of the Corporations Act which would but for this clause apply to the Company as a replaceable rule within the meaning of the Corporations Act are displaced and do not apply to the Company.

#### **Application of Corporations Act**

- 20.5 The Corporations Act applies in relation to this document as if it was an instrument made under the Corporations Act as in force on the day when this document became the constitution of the Company.

#### **Exercise of powers**

- 20.6 Except as specifically contemplated to the contrary in this document, the Company has the capacity of a natural person and may, in any manner permitted by the Corporations Act exercise any power take any action or engage in any conduct or procedure which under the Corporations Act a company limited by guarantee may exercise, take or engage in if authorised by its document.

#### **Headings**



20.7 Headings are for convenience only and do not affect interpretation

**Amendment to Constitution**

20.8 This Constitution cannot be amended, varied or replaced without a special resolution of Members.



## Schedule

### Members on incorporation of the Company

### Initial Directors and initial term

NAME	TERM EXPIRES
	First AGM
	First AGM
	First AGM
	Second AGM
	Second AGM
	Second AGM
	Third AGM
	Third AGM
	Third AGM