

Constitution of My Foundations Youth Housing Limited

Contents

1.	Name of Corporation	i
2.	Status of the Constitution	i
	2.1 Constitution of the Company	i
	2.2 Replaceable Rules	i
	2.3 Application of the Corporations Act	i
3.	Interpretation	i
	3.1 Definitions	i
	3.2 Interpretation	iii
4.	Objects and purpose	iv
	4.1 Objects and purpose	iv
	4.2 Limitation of powers	iv
	4.3 Non profit	iv
5.	Receipts	v
6.	Governance Review	v
	6.1 Review of Constitution	v
	6.2 Recommendations	v
7.	Modification or repeal of this Constitution	v
	7.1 Modifying or repealing Constitution	v
	7.2 Date of effect of modification or repeal	v
8.	Member's liability	v
	8.1 Liability to contribute	v
	8.2 Limited liability	v
9.	Members	vi
	9.1 Number of Members	vi
	9.2 Category of Members	vi
	9.3 Varying Member classes	vi
	9.4 Pre-condition to Membership	vi
	9.5 Application for Membership	vi
	9.6 Consideration for application for Membership	vi
	9.7 Registration as Member	vi
10.	Rights of Members are non-transferable	vii
11.	Cessation of Membership	vii
	11.1 Cessation of Membership	vii
	11.2 Resignation of Member	vii
	11.3 Expulsion of Member	vii
12.	Maintenance of Register	vii
	12.1 Register of Members	vii
	12.2 Inspection of Register of Members	viii
13.	General meetings	viii
	13.1 Annual general meetings	viii
	13.2 Director convening a general meeting	viii
	13.3 Meetings requested by Voting Members	viii
	13.4 Notice of general meeting	viii
	13.5 Shorter notice of general meeting	viii
	13.6 Notice of resumption of an adjourned meeting	ix
	13.7 General meetings at two or more places	ix
	13.8 Postponement or cancellation of general meeting	ix
	13.9 Notice of change, postponement or cancellation of meeting	ix

	13.10	Omission to give notice relating to general meeting	ix
	13.11	Associate Members	ix
14.		Proceedings at general meetings	x
	14.1	Quorum	x
	14.2	Lack of quorum	x
	14.3	Chairing general meetings	x
	14.4	Conduct of general meetings	x
	14.5	Adjournment	xi
15.		Proxy	xi
	15.1	Appointment of proxy	xi
	15.2	Proxy instruments	xi
	15.3	Proxy to be received by Company	xii
	15.4	Power to demand poll	xii
	15.5	Revocation of proxy	xii
	15.6	Validity of votes of proxy	xii
	15.7	No liability	xii
16.		Representatives	xii
	16.1	Appointment of representative	xii
	16.2	Authority to act as representative	xii
	16.3	Instrument to be received by Company	xiii
	16.4	Revocation and appointment of representative	xiii
	16.5	Validity of votes of representative	xiii
	16.6	No liability	xiii
17.		Voting	xiii
	17.1	Entitlement to vote	xiii
	17.2	Casting vote	xiii
	17.3	Proxy vote to be identified	xiii
	17.4	Voting on resolution	xiv
	17.5	Objection to right to vote	xiv
	17.6	Written resolutions	xiv
	17.7	Minutes	xiv
	17.8	Disputes to be resolved by chair	xiv
18.		Poll	xiv
	18.1	Chair may determine to take a poll	xiv
	18.2	Right to demand poll	xv
	18.3	Procedure for demanding poll	xv
19.		Appointment and removal of Directors	xv
	19.1	Number of Directors	xv
	19.2	Board	xv
	19.3	Appointment of Directors	xv
	19.4	Qualifications of Directors	xvi
	19.5	Removal of Director	xvi
	19.6	Cessation of Directorship	xvi
	19.7	Resignation of Directors	xvii
20.		Chief Executive Officer	xvii
21.		Election of Chairperson	xvii
	21.1	Appointment of the Chairperson	xvii
	21.2	Term	xvii
	21.3	Vacancy	xvii
	21.4	Duties	xvii
22.		Powers and duties of Board	xvii
23.		Establishment of Committees	xviii
	23.1	Establishment of Committees	xviii

23.2	Composition of Committees	xviii
23.3	Chairperson of Committees	xviii
23.4	Duties, functions and powers	xviii
23.5	Timing	xviii
23.6	Subject to Board authority	xix
24.	Negotiable instruments	xix
25.	Alternate Directors	xix
25.1	Appointment and terms of appointment	xix
25.2	No liability	xix
25.3	Remuneration of alternate	xix
25.4	Notice and attendance at Board meetings	xix
25.5	Voting of alternate	xx
25.6	Termination of appointment of alternate	xx
25.7	Cessation of appointment of alternate	xx
26.	Board and Committee meetings	xx
26.1	Number of meetings	xx
26.2	Convening meetings	xx
26.3	Notice of meetings	xx
26.4	Omission to give notice	xx
26.5	Use of technology	xx
26.6	Quorum at meetings	xxi
26.7	Chair of meetings	xxi
26.8	Passing resolutions at meetings	xxi
26.9	Casting vote	xxi
26.10	Conduct of meetings	xxi
26.11	Written resolutions	xxi
26.12	Minutes of meetings	xxi
26.13	Committee meetings	xxii
27.	Director's interests	xxii
27.1	Declaration of interest	xxii
27.2	Voting by interested Directors	xxii
28.	Appointment of Secretary	xxii
29.	Removal and remuneration of Auditor	xxii
29.1	Remuneration of Auditor	xxii
29.2	Removal of Auditor	xxiii
29.3	Auditor's attendance at general meetings	xxiii
30.	Seal	xxiii
31.	Financial records	xxiii
31.1	Member's access to financial records	xxiii
31.2	Directors' access to financial records	xxiii
31.3	Access to financial records after ceasing to be a Director	xxiii
32.	Notices	xxiv
32.1	General	xxiv
32.2	How to give a communication	xxiv
32.3	Communications by post	xxiv
32.4	Communications by email	xxiv
32.5	After hours communications	xxiv
33.	Indemnity and insurance	xxiv
33.1	Indemnity	xxiv
33.2	Documenting indemnity	xxv
33.3	Insurance	xxv
34.	Winding up	xxv

1. Name of Corporation

The name of the company is **My Foundations Youth Housing Limited**.

2. Status of the Constitution

2.1 Constitution of the Company

This is the constitution of the Company.

2.2 Replaceable Rules

To the extent permitted by law, this Constitution displaces the Replaceable Rules, accordingly, none of the Replaceable Rules apply.

2.3 Application of the Corporations Act

If, while the Company is a Registered Entity, the Corporations Act operates such that an Imported Provision does not apply to the Company because the Company is a Registered Entity:

- (a) a clause in the same terms as the Imported Provision, along with any relevant definitions in the Corporations Act, is deemed to be included in this Constitution and to apply to the Company to the extent the Imported Provision would have applied to the Company were the Company not a Registered Entity (**Equivalent Clause**); and
- (b) a reference in this Constitution to an Imported Provision is deemed to be a reference to the Equivalent Clause.

3. Interpretation

3.1 Definitions

In this Constitution:

ACNC Act	the <i>Australian Charities and Not for profits Commission Act 2012</i> (Cth), or any other legislation relating to the establishment or operation of an Australian charities commission and/or a national regulatory framework and/or a national education body or otherwise for the not for profit sector, as modified or amended from time to time and includes any regulations made under that Act or any other such legislation and any rulings or requirements of the Commissioner of the Australian Charities and Not for profits Commission under that Act, or any commissioner or body under any other such legislation, having application to the Company.
Applicable Not for Profit Law	any law relating to the regulation of charities or not for profit entities applicable to the Company, including the ACNC Act, the Charities Act, each Charitable Fundraising Act, the Tax Act, section 150 of the Corporations Act and any Rulings or requirements of any commissioner or body under any such law, having application to the Company.
Associate Member	a Member who satisfies the criteria for an Associate Member contained in this Constitution, or otherwise stipulated by the Board from time to time, and who is registered as a member of the Company.

Auditor	the person appointed for the time being as the auditor of the Company.
Board	the Directors and alternates present at a meeting, duly convened as a Board meeting, at which a quorum is present.
Business Day	a day which is not a Saturday, Sunday or bank or public holiday in New South Wales.
Casual Vacancy	the cessation of the particular office before expiry of the natural term, for whatever reason.
Chairperson	a person who is a chair for the time being of the Company, elected under clause 21.
Charitable Fundraising Act	the legislation of any State or Territory of Australia, or the Commonwealth of Australia, regulating the raising of funds for charitable purposes and applicable to the Company, which may, relevantly, <i>Charitable Fundraising Act 1991</i> (NSW).
Charities Act	the <i>Charities Act 2013</i> (Cth).
Chief Executive Office	any person appointed for the time being as the chief executive officer of the Company under clause 20.
Company	My Foundations Youth Housing Limited.
Constitution	the constitution for the time being of the Company as constituted by this document and any resolutions of the Company modifying this document.
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Director	a person who is a director for the time being of the Company and Directors means more than one Director, and in relation to rules applying to meetings of the Board, including voting by Directors and material personal interests, references to Directors include alternates.
Housing Agency	as defined in the <i>Community Housing Providers (Adoption of National Law) Act 2012</i> (NSW).
Imported Provisions	the following provisions of the Corporations Act: <ul style="list-style-type: none"> (a) section 139 (Company must send copy of constitution to member); (b) sections 191 to 194 (disclosure of, and voting on matters involving, material personal interests); (c) Divisions 1 to 7 of Part 2G.2 (meetings of members of companies); and (d) Part 2G.3 (minutes and members' access to minutes).
Independent Director	a person who is a director of the Company elected under clause 19.3(a).
Member	a person who is, or who is registered as, a member of the Company and Members means more than one Member.
Members Guarantee Amount	\$1.00
Membership	being a Member of the Company.
National Law	<i>Community Housing Providers (Adoption of National Law) Act 2012</i> (NSW) or comparable legislation in

	relation to community housing in other States or Territories in Australia.
Register of Members	the register of Members maintained pursuant to the Corporations Act.
Registered Entity	a body corporate registered under the ACNC Act.
Replaceable Rules	the replaceable rules applicable to a public company limited by guarantee set out in the Corporations Act.
Representative Director	a person who is a director of the Company elected under clause 19.3(b).
Seal	the common seal for the time being of the Company.
Secretary	any person appointed for the time being as, or to perform the functions of, secretary of the Company.
Tax Act	the <i>Income Tax Assessment Act 1997</i> (Cth) and the <i>Income Tax Assessment Act 1936</i> (Cth) as appropriate.
Voting Member	a Member who satisfies the criteria for a Voting Member contained in this Constitution or otherwise stipulated by the Board from time to time, and who is registered as, a Member of the Company.
YFoundations	YFoundations Incorporated (ABN 20 512 756 029), and includes any replacement entity which it nominates to the Board as its successor, being an entity which is the successor to all or substantially all of its assets and operations, including if it is wound up or transfers its assets and operations.

3.2 Interpretation

In this Constitution, except where the context otherwise requires:

- (a) the words “including”, “include” and “includes” are to be construed without limitation;
- (b) a reference to legislation is to be construed as a reference to that legislation, any subordinate legislation under it, and that legislation and subordinate legislation as amended, re-enacted or replaced for the time being;
- (c) a reference to a “person” includes a corporate representative appointed pursuant to section 250D of the Corporations Act;
- (d) A reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (e) the singular includes the plural and vice versa, and a gender includes other genders;
- (f) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Constitution, and a reference to this Constitution includes any schedule or annexure;
- (g) headings are used for convenience only and are not intended to affect the interpretation of this Constitution; and
- (h) a word or expression defined in the Corporations Act and used, but not defined, in this Constitution has the same meaning given to it in the Corporations Act when used in this Constitution.

4. Objects and purpose

4.1 Objects and purpose

- (a) The objects of the Company are to provide for the direct relief of poverty, vulnerability, sickness, destitution, helplessness and distress in the community through the development and delivery of housing services and solutions for young people, including:
- (i) identifying, developing, owning, taking a leasehold interest, making available, managing and providing suitable, affordable and appropriate housing to be utilised to fulfil the objects of the Company;
 - (ii) supporting the development and implementation of housing solutions and extended housing opportunities;
 - (iii) supporting the development and implementation of tenancy and property management practices that are sensitive and responsive to the needs of young people;
 - (iv) supporting the development and implementation of tenancy and property management practices that foster and enhance opportunities for young people in the foundational areas of:
 - (A) education and employment;
 - (B) health and wellness;
 - (C) community connections;
 - (D) safety and stability; and
 - (E) home and place;
 - (v) promoting opportunities for young people to be engaged in the activities of the Company;
 - (vi) developing and promoting collaborative practices to improve the economic and social well-being of young people; and
 - (vii) doing all things which are necessary or expedient to further the objects of the Company.
- (b) For the avoidance of doubt and for the purpose of section 150(1)(a) of the Corporations Act, it is confirmed that this Constitution requires the Company to pursue charitable purposes only and to apply the income and property of the Company whensoever derived only to promote the objects in clause 4.1(a).
- (c) In relation to the objects set out in clause 4.1(a), the Company may do other lawful things incidental or conducive to the attainment of these objects.

4.2 Limitation of powers

The Company is prohibited from making distributions to Members and paying fees (or other remuneration) to the Directors. The Directors must approve all other payments the Company makes to Directors.

4.3 Non profit

The assets and income of the Company must be applied solely in furtherance of the Company's objects as set out in clause 4.1(a), and to this end the Company may:

- (a) apply any part of the income or capital of the Company; and
- (b) accumulate any part of the income or capital of the Company,

insofar as it is consistent with the Company's objects and the Company's endorsement for concessions under the Tax Act (if any).

5. Receipts

- (a) If the Company accepts a gift, contribution, donation of money or property, the Company must give the donor a receipt, and otherwise comply with all applicable laws in relation to any such gift, contribution or donation, including without limitation (if and to the extent applicable) the Applicable Not For Profit Laws.
- (b) The Company may seek gifts, contributions or donations of money or property from the public.

6. Governance Review

6.1 Review of Constitution

Every five years from the date of the Constitution, the Board must cause a review of the Constitution within six months from this date, including the terms governing the composition of the Board, the prerequisites for Membership and the categories and the number of categories of Members.

6.2 Recommendations

After the review in clause 6.1 the Board will make recommendations to the Members about any amendments it believes are necessary or desirable to further the best interests of the Company and the Company's objects.

7. Modification or repeal of this Constitution

7.1 Modifying or repealing Constitution

This Constitution may be modified or repealed only by a special resolution of the Company in a general meeting.

7.2 Date of effect of modification or repeal

Any modification or repeal of this Constitution takes effect on the date the special resolution is passed or any later date specified, or provided for, in the resolution.

8. Member's liability

8.1 Liability to contribute

Subject to this Constitution, each person who is a Member, and each person who was a Member during the year ending on the day of the commencement of the winding up of the Company, undertakes to contribute to the property of the Company for:

- (a) payment of debts and liabilities of the Company;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) any adjustment of the rights of the contributories among Members.

8.2 Limited liability

The amount that each Member or past Member is liable to contribute is limited to the amount of the Member's Guarantee Amount, being \$1.00.

9. Members

9.1 Number of Members

The Company must have at least one Member.

9.2 Category of Members

There are 2 categories of Members:

- (a) Voting Members; and
- (b) Associate Members.

9.3 Varying Member classes

Subject to this constitution and applicable law (including the Corporations Act), the directors may from time to time vary and replace:

- (a) the classes of Membership of the Company (including the rights attaching, or not attaching, to a particular class of membership) provided that such a determination, variation or replacement will have no effect unless and until it is approved by a resolution of the Company passed in general meeting by not less than a majority of the Members entitled to vote on the resolution; and
- (b) the qualifications for admission, and continued Membership, in a particular class of Membership (including any Membership fees payable on application or on a periodic basis).

9.4 Pre-condition to Membership

A person is entitled to become a Member if that person:

- (a) agrees to assume the liability to pay the Member's Guarantee Amount; and
- (b) satisfies any requirements relating to the particular category of membership to which their application relates as determined by the Board from time to time.

9.5 Application for Membership

Applications for membership of the Company:

- (a) may be made by any person, any corporation or any organisation who or which is interested in pursuing and supporting the objects of the Company and satisfies any eligibility requirements for Membership in clause **Error! Reference source not found.**; and
- (b) must be in writing, signed by the applicant and provided to the secretary in a form approved by, and containing the information required by, the Board in their absolute discretion, and paying any required membership fees.

9.6 Consideration for application for Membership

- (a) At the first meeting of the Board after an application for Membership has been received by the Board, the Board must consider the application and may:
 - (i) by resolution either accept or reject the application; or
 - (ii) ask the applicant to give more evidence of eligibility or suitability for Membership.
- (b) The Board does not have to give any reason for rejecting an application for Membership under clause 9.6(a).

9.7 Registration as Member

If the Board accepts an application for Membership, as soon as practicable, the Board must register the name of the person in the Register of Members (whereupon the applicant becomes a Member).

10. Rights of Members are non-transferable

The rights and obligations of a Member are personal and are not transferable.

11. Cessation of Membership

11.1 Cessation of Membership

A Member ceases to be a Member if the Member:

- (a) resigns as a Member in accordance with this Constitution;
- (b) ceases to satisfy the eligibility requirements for Membership under this Constitution;
- (c) is expelled as a Member in accordance with this Constitution;
- (d) fails to pay any amount payable to the Company within 60 days of being required to and the Board resolves that Membership of the Member be terminated;
- (e) where the Member is a natural person:
 - (i) dies;
 - (ii) becomes mentally incapacitated or whose person or estate is liable to be dealt with in any way under the laws relating to mental health;
 - (iii) is convicted of an indictable offence; or
 - (iv) files or is subject of a petition for bankruptcy.
- (f) where the Member is not a natural person and becomes insolvent under administration or makes any arrangement or composition with its creditors generally

11.2 Resignation of Member

A Member may resign from the Company by giving the Board at least 30 days' notice.

11.3 Expulsion of Member

- (a) The Directors may by resolution expel a Member if, in their absolute discretion, they decide it is not in the interests of the Company for the person to remain a Member.
- (b) If the Directors intend to consider a resolution under clause 11.3(a), at least one week before the meeting at which the resolution is to be considered, they must give the Member written notice:
 - (i) stating the date, place and time of the meeting;
 - (ii) setting out the intended resolution and the grounds on which it is based; and
 - (iii) informing the Member that the Member may attend the meeting and may give an oral or written explanation or submission before the resolution is put to the vote.

12. Maintenance of Register

12.1 Register of Members

The Secretary must maintain a Register of Members setting out:

- (a) the name and address of each Member;
- (b) the date on which each person became a Member;
- (c) any conditions imposed on a Member's membership;

- (d) in respect of each person who has ceased to be a Member, the date on which that person ceased to be a Member; and
- (e) the details of a representative, if any, appointed under clause 16.

12.2 Inspection of Register of Members

The Register of Members must be kept at the Company's registered office or principal place of business. A Member may inspect the Register of Members between the hours of 9.00 am and 5.00 pm on any Business Day. No amount may be charged for inspection.

13. General meetings

13.1 Annual general meetings

While the Company is a Registered Entity, the Board may choose to call an annual general meeting in order to facilitate accountability to members and satisfy *ACNC Governance Standard 2*.

13.2 Director convening a general meeting

Any Director or the Directors may convene a general meeting.

13.3 Meetings requested by Voting Members

- (a) If the Board receives a request from Voting Members with at least five percent of the votes that may be cast at any general meeting or at least 5 Voting Members who are entitled to vote at that general meeting, the Board must convene a general meeting within 21 days after the date of receipt of that request.
- (b) The request must detail any proposed resolution, the names of the Voting Members requesting the meeting and be signed by all of the Voting Members making the request. For this purpose, signatures of the Voting Members may be contained in more than one document.
- (c) A general meeting requested by the Voting Members must be held no later than two calendar months after the request is received.

13.4 Notice of general meeting

At least 21 days' notice of a general meeting must be given to the Members, Directors and Auditor. The notice must:

- (a) state the date, time and place (or places) of the meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate this;
- (b) state the general nature of the business to be conducted at the meeting;
- (c) state any proposed resolutions;
- (d) state the names of proxies that have been appointed (if any); and
- (e) contain a statement informing the Members of the right to appoint a proxy.

13.5 Shorter notice of general meeting

Subject to the Corporations Act, shorter notice of a general meeting may be given if the calling of the notice of the general meeting on shorter notice is agreed to:

- (a) in the case of an annual general meeting, by all Members entitled to attend and vote at the meeting; and
- (b) in the case of any other general meeting, by 95% of the Members entitled to attend and vote at the general meeting,

and accordingly, any such general meeting will be treated as having been duly convened.

13.6 Notice of resumption of an adjourned meeting

If a general meeting is adjourned for 30 days or more, at least 30 days' notice must be given to the Members, Directors and Auditor of the day, time and place (or places) for the resumption of the adjourned general meeting.

13.7 General meetings at two or more places

A general meeting may be held in one place or two or more places. If a general meeting is held in two or more places, the Company must use technology that gives Members a reasonable opportunity to participate at that general meeting.

13.8 Postponement or cancellation of general meeting

- (a) Subject to this Constitution and the Corporations Act, the Board may change the place (or places) of, postpone or cancel a general meeting.
- (b) If a general meeting is convened pursuant to a request by Members, the Board may not postpone or cancel the general meeting without the consent of the requesting Members.

13.9 Notice of change, postponement or cancellation of meeting

- (a) If the Directors have convened a general meeting, the Board may change the place (or places) of the general meeting, postpone or cancel the general meeting. If a Director has convened a general meeting, only the Director who convened the general meeting may change the place (or places) of the general meeting, or postpone or cancel the general meeting.
- (b) If the Board changes the place (or places) of a general meeting, notice must be given to each Member and each person entitled to receive notice of the meeting of the new place (or places) of the meeting.
- (c) If the Board postpones a general meeting, notice must be given to each Member and each other person entitled to receive notice of the new date, time and place (or places) of the meeting.
- (d) If the Board cancels a general meeting, notice must be given to each Member and each other person entitled to receive notice of general meetings.

13.10 Omission to give notice relating to general meeting

No resolution passed at or proceedings at any general meeting will be invalid because of any unintentional omission or error in giving or not giving notice of:

- (a) that general meeting;
- (b) any change of place (or places) of that general meeting;
- (c) postponement of that general meeting, including the date, time and place (or places) for the resumption of the adjourned meeting; or
- (d) resumption of that adjourned general meeting.

13.11 Associate Members

An Associate Member has a right to attend meetings of Members and a right to speak at those meetings but no right to call for meetings or to vote at Meetings. Associate Members are not relevant to determining a quorum.

14. Proceedings at general meetings

14.1 Quorum

- (a) A quorum at a general meeting is at least 50 percent or 10 Members, whichever is the lesser, of the Voting Members present in person or by proxy. The quorum must be present at all times during the general meeting.
- (b) If a Voting Member has appointed more than one proxy and two or more proxies attend a general meeting, only one proxy will be counted for the purposes of determining whether there is a quorum.

14.2 Lack of quorum

- (a) If a quorum is not present within 30 minutes after the time appointed for a general meeting (or any longer period of time as the chair may allow) or ceases to be present at any time during the general meeting, the general meeting:
 - (i) if convened by a Director or on the request of Members, is dissolved; or
 - (ii) in any other case:
 - (A) is adjourned to be resumed on a day, time and place (or places) as the chair determines or if the chair is not present as the Directors or Director at the meeting may determine; or
 - (B) if the Directors do not so determine, no Director is present or no Director present so determines:
 - (I) the date for the resumption of the adjourned general meeting will be on the same day in the next week;
 - (II) the time for the resumption of the adjourned general meeting will be at the same time as the adjourned meeting; and
 - (III) the place (or places) for the resumption of the adjourned general meeting, will be at the same place (or places) as the adjourned meeting.
- (b) If a quorum is not present within 30 minutes after the time appointed for the resumption of the adjourned general meeting or ceases to be present during the meeting, the general meeting is dissolved.

14.3 Chairing general meetings

- (a) The chair of the general meeting will be the Chairperson elected in accordance with clause 21.1.
- (b) If the Chairperson is not present within 15 minutes after the time appointed for any general meeting or if the Chairperson is unwilling or unable to act as chair for the whole or any part of that general meeting, the Directors present may elect a Director present to chair that general meeting.
- (c) If no Director is elected or if all the Directors present decline to take the chair for the whole or any part of that general meeting, the Members present (whether in person or by proxy) may elect a Member present (in person) to chair for the whole or any part of that general meeting.
- (d) If the Members do not so elect a chair, the meeting will be adjourned to be resumed on the same day, at the same time and at the same place (or places) in the following week.

14.4 Conduct of general meetings

The chair of each general meeting has charge of conduct of that meeting, including the procedures to be adopted and the application of those procedures at that meeting.

14.5 Adjournment

- (a) The chair of a general meeting may adjourn the meeting to another date, time and place (or places) if it appears to the chair that it is likely to be impracticable to hold or to continue to hold the meeting because of the number of Members who wish to attend but who are not present.
- (b) If a majority of Members present at a general meeting in person or by proxy determine that the meeting should be adjourned, the chair must adjourn the meeting to another date, time and place (or places) determined by the chair.
- (c) No business may be transacted on the resumption of an adjourned or postponed general meeting other than the business left unfinished at the adjourned or postponed general meeting.

15. Proxy

15.1 Appointment of proxy

- (a) A Member who is entitled to attend and to vote at a general meeting of the Company may appoint a person as proxy to attend, speak and vote for that Member. The instrument appointing a proxy may restrict the exercise of any power.
- (b) A proxy may be, but does not have to be, a Member.
- (c) An appointment of a proxy may be a standing one.
- (d) A proxy is not entitled to vote if the Member who has appointed the proxy is present in person at the meeting.

15.2 Proxy instruments

- (a) An appointment of a proxy must be in writing and be signed by the Member appointing the proxy or by the duly authorised attorney of the Member and state:
 - (i) the Member's name and address;
 - (ii) the Company's name;
 - (iii) the proxy's name or the name of the office held by the proxy; and
 - (iv) the general meeting at which the proxy may be used, or if the appointment is a standing one, a clear statement to that effect.
- (b) Where a proxy is signed pursuant to a power of attorney, a copy of the power of attorney (certified as a true copy of the original) must be attached to the proxy instrument sent to the Company.
- (c) An instrument appointing a proxy may direct the way in which a proxy is to vote on a particular resolution. If an instrument contains a direction, the proxy must vote as directed in the instrument, and is not entitled to vote on the proposed resolution except as directed in the instrument. If an instrument does not contain a direction, the proxy is entitled to vote on the proposed resolution as the proxy considers appropriate.
- (d) If a proxy is appointed to vote on a particular resolution by more than one member, that proxy:
 - (i) may vote on a show of hands in the same way if each instrument appointing the proxy directs the proxy to vote in the same way or does not direct the proxy how to vote; and
 - (ii) may not vote on a show of hands unless each instrument appointing the proxy and directing the proxy to vote in a particular way directs the proxy to vote in the same way.

15.3 Proxy to be received by Company

- (a) The instrument appointing a proxy is not effective unless it is received, together with any additional documentation, including a copy of the power of attorney (certified as a true copy of the original), by the Company at least 48 hours before the general meeting or, as the case may be, the resumption of an adjourned general meeting, at any of the following:
- (i) the registered office; or
 - (ii) a place or electronic address specified for that purpose in the notice of the general meeting.

15.4 Power to demand poll

A proxy may demand, or join in demanding, a poll.

15.5 Revocation of proxy

The appointment of a proxy may be revoked by the Member who appointed the proxy by notice to the Company from the Member or, as the case may be, the duly authorised attorney of the Member, stating that the appointment of a proxy is revoked or by appointing a new proxy.

15.6 Validity of votes of proxy

A vote cast by a proxy will be valid unless before the start of a general meeting (or, in the case of an adjourned or postponed general meeting, not less than 48 hours before the resumption of the adjourned or postponed general meeting) at which a proxy votes:

- (a) the Member who appointed the proxy ceases to be a Member; or
- (b) the Company receives notice of:
 - (i) the revocation of the instrument appointing the proxy;
 - (ii) the appointment of a new proxy; or
 - (iii) the revocation of any power of attorney under which the proxy was appointed.

15.7 No liability

The Company is not responsible for ensuring that any directions provided in the instrument appointing the proxy or the way in which a proxy is to vote on a particular resolution are complied with, and accordingly is not liable if those directions are not complied with.

16. Representatives**16.1 Appointment of representative**

- (a) If a Member is an incorporated or unincorporated organisation, or entity, it may appoint a natural person as its representative to exercise on its behalf any or all of the powers it may exercise:
- (i) at meetings of the Members;
 - (ii) at meetings of creditors or debenture holders; or
 - (iii) relating to resolutions to be passed without meetings.
- (b) The appointment of a representative may be a standing one.

16.2 Authority to act as representative

- (a) An appointment of a representative must be in writing and be signed by the body corporate appointing the representative and state:
- (i) the Member's name and address;
 - (ii) the Company's name;

- (iii) the representative's name or the name of the office held by the representative; and
 - (iv) the general meeting at which the representative may act, or if the appointment is a standing one, a clear statement to that effect.
- (b) The instrument appointing the representative may restrict the exercise of any power.

16.3 Instrument to be received by Company

- (a) An instrument purporting to appoint the representative is not valid unless it is received by the Company at least 48 hours before the general meeting or, in the case of an adjourned meeting, at least 48 hours before the resumption of an adjourned general meeting.
- (b) An instrument appointing a representative must be received by the Company at any of the following:
- (i) the registered office; or
 - (ii) a place or electronic address specified for that purpose in the notice of the general meeting.

16.4 Revocation and appointment of representative

The appointment of a representative may be revoked by the Member who appointed the representative by notice to the Company from the Member stating that the appointment of the representative is revoked or by appointing a new representative.

16.5 Validity of votes of representative

A vote cast by a representative will be valid unless before the start of the general meeting (or, in the case of an adjourned or postponed general meeting, not less than 48 hours before the resumption of the adjourned or postponed general meeting) at which a representative votes:

- (a) the Member who appointed the representative ceases to be a Member; or
- (b) the Company has received notice of:
 - (i) the revocation of the instrument appointing the representative; or
 - (ii) the appointment of a new representative.

16.6 No liability

The Company is not responsible for ensuring that the terms of appointment of a representative are complied with, and accordingly is not liable if those terms are not complied with.

17. Voting

17.1 Entitlement to vote

Each Member entitled to vote at a general meeting may vote in person or by proxy. Each Voting Member has one vote, whether on a show of hands, or on a poll. An Associate Member has no voting rights.

17.2 Casting vote

If on any ordinary resolution an equal number of votes is cast for and against a resolution, the chair has one casting vote.

17.3 Proxy vote to be identified

Before a vote is taken the chair must inform the Members present whether any proxy votes have been received and, if so, how the proxy votes are to be cast.

17.4 Voting on resolution

At any general meeting, a resolution put to a vote must be determined by a show of hands unless a poll is demanded in accordance with this Constitution.

17.5 Objection to right to vote

- (a) A challenge to a right to vote at a general meeting:
 - (i) may only be made at that general meeting; and
 - (ii) must be determined by the chair.
- (b) A determination made by the chair in relation to a challenge to a right to vote is binding on all Members and is final.

17.6 Written resolutions

Members may pass a resolution without a general meeting being held if all the Members 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. For this purpose, signatures of the Members may be contained in more than one document.

17.7 Minutes

- (a) Unless a poll is demanded in accordance with this Constitution, a declaration by the chair that a resolution has, on a show of hands, been:
 - (i) carried;
 - (ii) carried unanimously;
 - (iii) carried by a particular majority; or
 - (iv) lost or not carried by a particular majority,
 is conclusive evidence of the fact declared. An entry to that effect made in the minutes book of the Company signed by the chair is evidence of that fact unless the contrary is proved.
- (b) Within one month after each general meeting, the Directors must record or cause to be recorded in the minutes book:
 - (i) the proceedings and resolutions of each general meeting;
 - (ii) any declarations at each general meeting; and
 - (iii) all resolutions passed by Members without a general meeting.
- (c) The chair, or the chair of the next meeting, must sign the minutes within one month after the general meeting.
- (d) The minute books must be kept at the registered office.
- (e) Members may inspect the minute books between the hours of 9.00 am and 5.00 pm on any Business Day. No amount may be charged for inspection.

17.8 Disputes to be resolved by chair

The chair will determine any dispute in relation to any vote, and the determination of the chair is binding on all Members and is final.

18. Poll

18.1 Chair may determine to take a poll

The chair of a general meeting may determine that a poll be taken on any resolution.

18.2 Right to demand poll

A poll may be demanded on any resolution at a general meeting other than the election of a chair or the question of an adjournment by:

- (a) at least five Members entitled to vote on the resolution; or
- (b) Members with at least five percent of the votes that may be cast on the resolution on a poll.

18.3 Procedure for demanding poll

- (a) A poll may be demanded:
 - (i) before a vote on a show of hands is taken;
 - (ii) before the result of a vote on a show of hands is declared; or
 - (iii) immediately after the result of a vote on a show of hands is declared.
- (b) If a poll is demanded, it may be taken in the manner and at the time and place (or places) as the chair directs.
- (c) A demand for a poll may be withdrawn at any time by the person or persons who demanded it. A demand for a poll which is withdrawn does not invalidate the result of a show of hands declared before the demand for the poll was made.
- (d) A demand for a poll does not prevent the general meeting continuing for the transaction of any business other than the question on which a poll has been duly demanded.

19. Appointment and removal of Directors

19.1 Number of Directors

The number of Directors will not be less than three and no more than nine Directors (not counting alternates) unless the Company by resolution passed in a general meeting (by Voting Members) change the maximum number.

19.2 Board

- (a) The Board must comprise the following:
 - (i) subject to clause 19.2(a)(ii) and clause 19.2(b), up to seven Independent Directors appointed in accordance with clause 19.3(a); and
 - (ii) up to two Representative Directors appointed by YFoundations in accordance with clause 19.3(b).
- (b) In the event that the Representative Director position is not filled at any point during the Company's operation, while YFoundations is in operation, the Representative Director seats must remain open and cannot be held in the interim by an Independent Director.
- (c) If YFoundations is wound up, or its registration is cancelled:
 - (i) clause 19.2(a)(ii) is of no effect; and
 - (ii) the Voting Members may by resolution at a general meeting determine the manner in which two Representative Directors positions will be appointed, in substitution of those Representative Directors previously appointed in accordance with clause 19.2(a)(ii).

19.3 Appointment of Directors

- (a) The Voting Members including YFoundations may by resolution at a general meeting appoint a person as an Independent Director in accordance with this clause 19 and procedures to be determined by the Board.

- (b) YFoundations may appoint a person as a Representative Director in accordance with this clause 19 and procedures to be determined by YFoundations.
- (c) An appointment of a person as a Director is not effective unless a signed consent to the appointment is provided by that person to the Company. The appointment of a person as a Director will take effect on the later of the date of appointment and the date on which the Company receives the signed consent.
- (d) A Casual Vacancy which occurs other than at a general meeting must be filled:
 - (i) in relation to an Independent Director appointed in accordance with clause 19.3(a), by resolution of the Company; and
 - (ii) in relation to a Representative Director appointed by YFoundations in accordance with clause 19.3(b), in accordance with procedures to be determined by YFoundations.

19.4 Qualifications of Directors

- (a) The criteria and qualifications a Director must possess will be determined and published by the Board from time-to-time, having regard to the objective of the Board comprising a mix of appropriate skills and experience in relation to one or more of risk, legal, financial, asset management, governance, government relations, marketing and communication, social or affordable housing management, providing services to young people.
- (b) A Director must be a Voting Member or a representative of a Voting Member.

19.5 Removal of Director

- (a) The Company may remove a Director by resolution at a general meeting.
- (b) At least two months' notice must be given to the Company of the intention to move a resolution to remove a Director at a general meeting.
- (c) If notice of intention to move a resolution to remove a Director at a general meeting is received by the Company, a Director must be given a copy of the notice as soon as practicable.
- (d) The Director must be informed that the Director may:
 - (i) submit a written statement to the Company for circulation to the Members before the meeting at which the resolution is put to a vote; and
 - (ii) speak to the motion to remove the Director at the general meeting at which the resolution is to be put to a vote.
- (e) At least 21 days' notice must be given to the Members of a general meeting at which the resolution for the removal of a Director is proposed. The notice must set out the proposed resolution and the grounds for the proposed resolution.

19.6 Cessation of Directorship

A person ceases to be a Director and the office of Director is vacated if the person:

- (a) is removed from office as a Director by a resolution of the Company at a general meeting;
- (b) resigns by notice in writing to the Company, from the date of receipt of that notice by the Secretary, or on a later date specified in the notice;
- (c) retires in accordance with a rotation policy adopted by the Company (and is not re-appointed in accordance with the policy);
- (d) stops being a Member of the Company;
- (e) is subject to treatment under any mental health law and the Board resolves that the person should cease to be a Director;
- (f) dies, becomes insolvent or subject to an action under the *Bankruptcy Act 1966* (Cth);
- (g) is disqualified from acting as a Director under the Corporations Act; or

- (h) is absent from 3 or more Board meetings in a continuous period of 12 months without leave of absence from the Board and the Board does not resolve that the Director should not cease to be a Director.

19.7 Resignation of Directors

A Director may resign from the office of Director by giving notice of resignation to the Company at its registered office.

20. Chief Executive Officer

- (a) The Board may appoint a person to the office of Chief Executive Officer for such period, and on such terms, as the Board determines.
- (b) The Board may confer on a Chief Executive Officer any of the powers that the Board may exercise.
- (c) The Board may vary or revoke a conferral of any power on the Chief Executive Officer.
- (d) The Board may at any time vary or revoke an appointment of a Chief Executive Officer.
- (e) This clause 20 is subject to any applicable legislative requirements.

21. Election of Chairperson

21.1 Appointment of the Chairperson

The Board shall elect a Chairperson from among the Directors.

21.2 Term

The Board has the power to appoint the Chairperson on the terms and for such period as the Board may determine.

21.3 Vacancy

A casual vacancy in the Chairperson's position shall be filled by a Director chosen by resolution of the Board.

21.4 Duties

The Chairperson shall have such duties and functions and may exercise such powers and authorities as are imposed or conferred on him or her by this document and by any resolution of the Board including the following:

- (a) to decide any question of procedure arising at a meeting of the Board which is not provided for by this document or any prior resolution of the Board;
- (b) to direct such officers or employees of the Company as the Chairperson deems proper to carry out or give effect to any or all decisions or directions of the Board;
- (c) to maintain a constant liaison with the Voting Members as to the administration and management, present and future, of the Company; and
- (d) to perform such other duties or functions as the Board may decide.

22. Powers and duties of Board

- (a) Subject to this Constitution and the Corporations Act, the activities of the Company are to be managed by, or under the direction of, the Board.

- (b) Subject to this Constitution and the Corporations Act, the Board may exercise all powers of the Company that are not required to be exercised by the Company in a general meeting.
- (c) The powers of the Board include the power to:
 - (i) borrow or otherwise raise money;
 - (ii) mortgage, charge (including in the form of a floating charge) any of the Company's assets (both present and future); and
 - (iii) issue debentures and other securities, and any instrument (including any bond).
- (d) The Board may delegate any of its powers to:
 - (i) a Director;
 - (ii) a committee of Directors;
 - (iii) an employee of the Company; or
 - (iv) any other person.

23. Establishment of Committees

23.1 Establishment of Committees

The Board may establish such committee or committees of the Board as it may decide from time to time.

23.2 Composition of Committees

- (a) A committee shall consist of such Directors and Members, as the Board may appoint to be members thereof.
- (b) The terms and conditions of appointment of Directors and Members appointed to be members of a committee shall be as the Board prescribes or otherwise fixes.
- (c) At the time it appoints the members of a committee, and thereafter as it deems necessary, the Board shall fix the number of such members that must be present at a meeting of the committee to constitute a quorum for such a meeting.

23.3 Chairperson of Committees

- (a) The Board shall appoint a member of the committee who is a Director to be chair of the committee, provided that if the Board is of the opinion that there are special reasons arising from the nature of the duties and functions of a committee which make it in the interest of the Company and preferable that it should do so, it may appoint to be chair of that committee a member who is not a Director.
- (b) The terms and conditions of appointment as chair of the member of the committee appointed to that office, if that member is not a Director, shall be as the Board prescribes or otherwise fixes.

23.4 Duties, functions and powers

The duties, functions, powers and authorities of a committee shall be as the Board prescribes or otherwise fixes, and these duties, functions, powers and authorities shall be performed and exercised as the Board may prescribe or decide.

23.5 Timing

- (a) A committee shall be deemed to be established when the name, duties, functions, powers and authorities thereof are prescribed or fixed and the chair thereof is appointed.
- (b) A committee shall not have power to perform any of its duties or functions while there is no chair appointed.

23.6 Subject to Board authority

- (a) Subject to this document, a committee shall be subject to the authority of the Board at all times and shall act in accordance with and not contrary to any direction of the Board.
- (b) The Board, at any time and either with or without notice of its intention so to do, may dissolve a committee by notice in writing to the chair of the committee.

24. Negotiable instruments

All negotiable instruments and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed in such manner as the Board may determine.

25. Alternate Directors

25.1 Appointment and terms of appointment

- (a) If a Director wishes to appoint a person as an alternate, that Director must give notice to the Company detailing:
 - (i) the name, experience and qualifications of the person;
 - (ii) the terms upon which the Director intends to appoint the person as an alternate, including whether the person is to exercise some or all of the powers of the Director and the proposed terms of the notified; and
 - (iii) whether or not the alternate is to get notice of each meeting the Director is entitled to attend.
- (b) The Board may ask for further information in relation to the alternate's qualifications and experience.
- (c) If the alternate is a Director, the appointment will take effect immediately.
- (d) If the alternate is not a Director, at the first meeting of the Board after the notice of the proposed appointment has been received by the Board, the Board must consider the proposed appointment and either accept or reject the appointment. If the Board accepts the appointment of the alternate, the Director may appoint the person on the terms of appointment.
- (e) Where the alternate is not a Director, an appointment of a person as an alternate is not effective until a signed consent to the appointment is provided by that person to the Company. Accordingly, such an appointment will take effect on the later of the date of appointment and the date on which the Company received the signed consent.
- (f) An alternate is not an agent of the Director appointing the alternate.

25.2 No liability

The Company is not responsible for ensuring that the terms of appointment of an alternate are complied with and, accordingly, is not liable if those terms are not complied with.

25.3 Remuneration of alternate

An alternate is not entitled to receive any fee (or other remuneration) from the Company for services performed as an alternate.

25.4 Notice and attendance at Board meetings

If the notice appointing the alternate provides that the alternate is to receive notice of Board meetings, the Company must provide each alternate with notice. By notice to the Company, the Director who appointed an alternate may at any time require that the notice cease to be given to the alternate.

25.5 Voting of alternate

An alternate is entitled to a vote for each Director that the alternate represents in addition to any vote the alternate may have as a Director in the alternate's own right.

25.6 Termination of appointment of alternate

- (a) A Director who appointed an alternate may terminate the appointment of the alternate at any time by notice to the alternate, the Directors and the Company.
- (b) An alternate may terminate the alternate's appointment at any time by notice to the Directors and the Company.
- (c) A termination of appointment does not take effect until the Company has received notice of termination.

25.7 Cessation of appointment of alternate

An alternate ceases to be an alternate if the person who appointed that alternate ceases to be a Director.

26. Board and Committee meetings**26.1 Number of meetings**

The Board must meet at least four times per calendar year.

26.2 Convening meetings

- (a) In the ordinary course, the Secretary will convene Board meetings in accordance with the determinations of the Board.
- (b) A Director may at any time convene a Board meeting by notice to the other Directors.

26.3 Notice of meetings

- (a) Reasonable notice of each Board meeting must be given to the Directors and each alternate entitled to receive notice (if any).
- (b) Each notice must state:
 - (i) the date, time and place (or places) of the Board meeting;
 - (ii) the general nature of the business to be conducted at the Board meeting; and
 - (iii) any proposed resolutions.

26.4 Omission to give notice

No resolution passed at or proceedings at any Board meeting will be invalid because of any unintentional omission or error in giving or not giving notice of:

- (a) that Board meeting;
- (b) any change of place (or places) of that Board meeting;
- (c) postponement of that Board meeting; or
- (d) resumption of that adjourned Board meeting.

26.5 Use of technology

- (a) A Board meeting may be convened or held using any technology consented to by all Directors. The consent may be a standing one.
- (b) If a number of Directors equal to the quorum is able to hear or to see and to hear each other Director contemporaneously using any technology consented to by all Directors,

there is a meeting and that meeting is quorate. The rules relating to meetings of Directors apply to each such meeting as determined by the chair of the meeting.

- (c) A Director participating at a meeting using technology consented to by all Directors is treated as being present in person at the meeting.
- (d) A meeting using technology consented to by all Directors is to be taken to be held at the place determined by the chair of the meeting.
- (e) A Director may not leave a meeting using technology consented to by all Directors unless the chair consents to that Director leaving.
- (f) A Director is presumed conclusively to have been present and to have formed part of a quorum at all times during a meeting using technology consented to by all Directors, unless the chair consents to that Director leaving in which case that Director will be treated as having been present until that Director leaves.

26.6 Quorum at meetings

A quorum at a Board meeting is at least 50 percent of the Directors present in person (not counting alternates). The quorum must be present at all times during the Board meeting.

26.7 Chair of meetings

- (a) The Chairperson elected in accordance with clause 21.1 will be the chair of Board meetings.
- (b) If the Chairperson is not present within 15 minutes after the time appointed for any general meeting or if the Chairperson is unwilling or unable to act as chair for the whole or any part of that general meeting, the Directors present may elect a Director present to chair that general meeting.

26.8 Passing resolutions at meetings

- (a) A resolution of the Board must be passed by a majority of the votes cast by the Directors entitled to vote on the resolution.
- (b) Each Director present in person or by alternate is entitled to vote and has one vote.

26.9 Casting vote

If on any resolution an equal number of votes is cast for and against a resolution, the chair has one casting vote in addition to any vote cast by the chair as a Director.

26.10 Conduct of meetings

The chair of each Board meeting has charge of conduct of that meeting, of the procedures to be adopted and the application of those procedures at that meeting.

26.11 Written resolutions

The Board 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. For this purpose, signatures can be contained in more than one document, with each document to be identical to each other document, and may be notified and recorded by electronic means.

26.12 Minutes of meetings

- (a) Within one month after each Board meeting, the Directors must record or cause to be recorded in the minute books:
 - (i) the proceedings and resolutions of each Board meeting; and
 - (ii) all resolutions passed without a Board meeting.

- (b) The chair, or the chair of the next Board meeting, must sign the minutes within one month after the meeting.
- (c) The minute books must be kept at the registered office.
- (d) The Directors may inspect the minute books between the hours of 9.00 am and 5.00 pm on any Business Day. No amount may be charged for inspection.

26.13 Committee meetings

The rules of this Constitution relating to meetings (including resolutions and minutes) and proceedings of the Board with any necessary modifications apply to the meeting of any committee of the Board except:

- (a) a quorum for a meeting of any committee is at least a majority of members of the committee present in person; and
- (b) the chair is the person appointed under clause 23.3.

27. Director's interests

27.1 Declaration of interest

- (a) Any Director who has a material personal interest in a contract or proposed contract of the Company, holds any office or owns any property such that the Director might have duties or interests which conflict or may conflict either directly or indirectly with the Director's duties or interests as a Director, must give the Board notice of the interest at a Board meeting.
- (b) A notice of a material personal interest must set out:
 - (i) the nature and extent of the interest; and
 - (ii) the relation of the interest to the affairs of the Company.
- (c) The notice must be provided to the Board at a Board meeting as soon as practicable.

27.2 Voting by interested Directors

A Director who has a material personal interest in a matter that is being considered at a Board meeting must not:

- (a) vote on the matter at a meeting; or
- (b) be present while the matter is being considered at the meeting, and accordingly will not count for the purposes of determining whether there is a quorum.

28. Appointment of Secretary

- (a) The Company must have at least one Secretary. The Board has the power to appoint a natural person to act as secretary on the terms and for such period as the Board may determine.
- (b) Any Secretary appointed may be removed at any time by the Board.

29. Removal and remuneration of Auditor

29.1 Remuneration of Auditor

The remuneration of the Auditor may be determined by the Company at a general meeting. If the remuneration is not determined at a general meeting, it may be determined by the Directors at a Board meeting.

29.2 Removal of Auditor

- (a) The Company may remove an Auditor by resolution at a general meeting.
- (b) At least two months' notice must be given to the Company of the intention to move a resolution to remove an Auditor at a general meeting.
- (c) If notice of an intention to move a resolution to remove the Auditor at a general meeting is received by the Company, the Auditor must be given a copy of the notice as soon as practicable.
- (d) The notice of an intention must also inform the Auditor that the Auditor:
 - (i) may submit written representations to the Company within seven days after receiving the notice and that the Auditor may request the Company to send a copy of the written representations to the Members before the resolution is put to a vote; and
 - (ii) may speak at the general meeting or request that the written representations be read at the general meeting at which the resolution is voted upon.

29.3 Auditor's attendance at general meetings

The Auditor must be notified of, and may attend, any general meeting. The Auditor is entitled to be heard at any general meeting it attends on any part of the business of the general meeting which concerns the Auditor.

30. Seal

- (a) If the Company has a Seal, the Directors must provide for the safe custody of the Seal (and any duplicate of it).
- (b) The Seal (and any duplicate of it) must not be used without the prior authority of the Board, and when used, the Seal must be used in accordance with any direction of the Board.
- (c) If a document is to be executed by the use of the Seal, the fixing of the Seal must be witnessed by two Directors or a Director and Secretary.

31. Financial records

31.1 Member's access to financial records

Other than as required by law, ordered by a court with jurisdiction or determined to be appropriate by the Board, no Member or any other person may inspect any financial or any other record of the Company.

31.2 Directors' access to financial records

Any Director may at any time access and inspect any financial and any other record of the Company.

31.3 Access to financial records after ceasing to be a Director

The Board may determine that any person who is to cease or has ceased to be a Director may continue to have access to and inspect any financial record

and any other record of the Company relating to the time during which the person was a Director.

32. Notices

32.1 General

Any notice, statement or other communication under this Constitution must be in writing.

32.2 How to give a communication

- (a) In addition to any other way allowed by the Corporations Act, a notice or other communication may be given by being:
- (i) personally delivered;
 - (ii) left at the person's current address as recorded in the Register of Members;
 - (iii) sent to the person's address as recorded in the Register of Members by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
 - (iv) sent by email to the person's current email address for notices.

32.3 Communications by post

A communication is given if posted:

- (a) within Australia to an Australian address, three Business Days after posting;
- (b) outside Australia to an address outside Australia, ten Business Days after posting.

32.4 Communications by email

A communication is given if sent by email, when the information system from which the email was sent produces a confirmation of delivery report which indicates that the email has entered the information system of the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the information system of the recipient.

32.5 After hours communications

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt, it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

33. Indemnity and insurance

33.1 Indemnity

- (a) To the extent permitted by the Corporations Act and subject to the Corporations Act, the Company must indemnify each officer, Director and Secretary or any person who has been an officer, a Director or Secretary of the Company out of the assets of the Company against any liability, loss, damage, cost or expense incurred or to be incurred by the officer, Director or Secretary in or arising out of the conduct of any activity of the Company or in or arising out of the proper performance of the officer's, Director's or Secretary's duties including any liability, loss, damage, cost, charge and expense incurred by that officer, Director or Secretary in defending any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted to be done by the officer, Director or Secretary, in which judgment is given in the officer's, Director's or Secretary's favour or in which the officer, Director or Secretary is acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the court to the officer, Director or Secretary.

- (b) This indemnity is not intended to indemnify any officer, Director or Secretary in respect of any liability in respect of which the Company must not give an indemnity, and should be construed and, if necessary, read down accordingly.
- (c) The amount of any indemnity payable under clause 33.1 will include an additional amount (**GST Amount**) equal to any GST payable by the officer, Director or Secretary being indemnified (**Indemnified Officer**) in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a GST tax invoice for the GST Amount.

33.2 Documenting indemnity

The Company may enter into an agreement containing an indemnity in favour of any officer Director or Secretary. The Board will determine the terms of the indemnity contained in the agreement.

33.3 Insurance

- (a) To the extent permitted by the Corporations Act and subject to the Corporations Act, the Company may pay any premium in respect of a contract of insurance between an insurer and an officer, Director or Secretary or any person who has been an officer, Director or Secretary of the Company in respect of the liability suffered or incurred in or arising out of the conduct of any activity of the Company and the proper performance by the officer, Director or Secretary of any duty.
- (b) If the Board determines, the Company may execute a document containing rules under which the Company agrees to pay any premium in relation to such a contract of insurance.

34. Winding up

- (a) In the event of the winding up of the Company:
 - (i) each Member; and
 - (ii) each person who has ceased to be a Member in the preceding 12 months, undertakes to contribute to the property of the Company for the:
 - (A) payment of debts and liabilities of the Company (in relation to clause 34(a)(ii) contracted before the person ceased to be a Member) and payment of costs, charges and expenses of winding up; and
 - (B) adjustment of the rights of the contributories amongst themselves,
 such amount as may be required, not exceeding the Members Guarantee Amount (and otherwise has no liability for the payment of debts and liabilities of the Company nor obligation to contribute to the property of the Company).
- (b) If the Company is endorsed as a deductible gift recipient under Subdivision 30-BA of the Tax Act, then on winding up or the revocation of its endorsements as a deductible gift recipient under the Tax Act, any surplus of the following assets of the Company, namely:
 - (i) gifts of money or property for the principal purpose of the Company;
 - (ii) contributions described in item 7 or 8 of the table in section 30-15 of the Tax Act in relation to a fundraising event held for the principal purpose; and
 - (iii) money received by the Company because of such gifts or contributions, must not be paid to or distributed among the Members, but must, as required by section 30-125 of the Tax Act, be given or be transferred to some (one or more) fund, authority or institution:
 - (iv) to which gifts are deductible under Division 30 of the Tax Act; and
 - (v) which, if the Company is a registered community housing provider under National Law, is a registered community housing provider or is a housing agency; and

- (vi) which, by its constitution:
 - (A) is required to pursue charitable purposes only (being objects and purposes, being charitable at law, similar to those of the Company);
 - (B) required to apply its income in promoting its charitable purposes;
 - (C) prohibits the distribution of its or their income among its members and paying fees to its Directors to an extent at least as great as is imposed on this Company under or by virtue of this Constitution,

such fund authority or institution to be determined by the Members, and in default, by application to the Supreme Court of New South Wales for determination.

- (c) Subject to clause 34(b), on the winding up of the Company, all remaining:
 - (i) community housing assets in a participating jurisdiction, following the satisfaction of all debts and liabilities of the Company relating to the community housing assets must not be paid to or distributed among the Members, but must as required by clause 15(2)(c) of the Appendix to the National Law, unless otherwise required by law, be transferred to another registered community housing provider or to a housing agency in the jurisdiction in which the asset is located; and
 - (ii) assets of the Company (other than in clause 34(c)(i)) following the satisfaction of all other debts and liabilities of the Company must not be paid to or distributed among the Members, but must, unless otherwise required by law, be given or transferred to another corporation or body which, by its constitution, is:
 - (A) required to pursue charitable purposes only (being charitable purposes similar, as far as possible, to that of the Company);
 - (B) required to apply its income to promoting its charitable purposes; and
 - (C) prohibited from making any distribution to its members and paying fees to its directors, to at least the same extent of such prohibitions under this Constitution,

such community housing provider, housing agency, corporation or body to be determined by the Members, and in default, by application to the Supreme Court of New South Wales for determination.

35. Applicable Not-for-Profit Laws

The Company will at all times comply with the Applicable Not-for-Profit Laws.