

Constitution

Karingal St Laurence Limited

A Public Company Limited by Guarantee

Version 2.0
Approved by Members
by way of Special Resolution
at the Annual General Meeting
held on 10 April 2019

PREAMBLE

Karingal St Laurence was launched as a new entity in December 2016 as a result of a merger between Karingal Inc. and St Laurence Community Services Inc.

Members of Karingal and St Laurence agreed to separate Preambles to this Constitution. Each Preamble reflects each organisation's unique history, drivers and the aspirations of their respective membership base.

The common statement of Objects contained in the Constitution recognises both organisations' similar long held visions, values and commitment to significantly increase capacity to deliver a shared mission and vision.

Together, the members of Karingal Inc. and members of St Laurence Community Services Inc. share a confidence in the future: providing a broader range of quality services, offering innovative, flexible and responsive consumer-directed services, and strengthening voices of those less able to speak up for themselves.

The proud histories of the two merged organisations are outlined below.

Karingal Inc.

On 26 March 1952, a public meeting was called in Geelong Town Hall by the then Mayor, Councillor Bervin Purnell, to establish the association that subsequently became known as Karingal (an aboriginal word meaning "happy home").

The Town Hall meeting was at the behest of James McRae Dunn, State Member for Geelong, who became Foundation President - an influential Geelong gentleman speaking for needs of families with 'mentally retarded' children.

The Association, initially named the Geelong Mentally Handicapped Children's Welfare Association, was non-political, non-sectarian and had unrestricted membership. The Play Centre of the Association was opened with eight children, six girls and two boys, aged between 4 and 15 years.

Karingal recognises that persons with disabilities continue to face barriers in their participation as equal members of society and violations of their human rights.

Karingal also recalls its evolution as a community service organisation giving voice to, and opportunities for, people with intellectual disability - through education, employment, accommodation and community access to include other vulnerable people less able to advocate for themselves and for other disadvantaged groups.

Karingal recognises that connecting with other disadvantaged people and broader business and community interests to enrich people's lives through support, advocacy, partnership and choice is integral to its vision of building a fully inclusive community.

Karingal emphasises, with the United Nations Convention on the Rights of Persons with Disabilities, the importance of mainstreaming disability issues to more effectively overcome disadvantage and sustainably develop an inclusive community.

Karingal recognises opportunities already realised to expand services into new areas that support more people with disabilities through mergers and amalgamations with:

- Barwon Independent Living in 1999, expanding disability services into the

Victorian South West and expanding our services to offer people with a mental illness, acquired brain injury, physical, and neurological disability;

- Disability Opportunities Victoria (DOV) in 2009, expanding disability services into the Mornington Peninsula;
- Create Geelong Inc in 2013, expanding disability services into the outer Melbourne metropolitan suburbs;
- DoCare Geelong Inc in 2015, expanding aged care and volunteering services across Geelong.

Karingal recalls initiatives from government contract tenders and innovations generated to better meet its vision and mission, including:

- Establishing Supportworks in January 1992, to train, place and support people with intellectual disabilities into the workforce;
- Establishing MatchWorks in 1998, to deliver employment services to job seekers on government income support payments;
- Establishing Karingal Baclinks in 2003, to build community capacity through brokering partnerships between business and community organisations, service and sporting clubs, networks and schools;
- From 2006, creating futures with hope for families affected by acquired injuries through establishing ARCsupport (Accommodation, Respite and Community support);
- Expanding mental health support services and successfully tendering for the provision of community aged care services;
- Significantly growing Karingal Training services in 2011, with expansion of services into Melbourne and to the south as far as Warrnambool;
- Commencing construction of a new retirement village venture in 2011, at Barwarre Gardens in Marshall Geelong;
- Funding a significant Accommodation Pathways Plan in 2011 to build a range of accommodation options for people with disabilities;
- Winning new contracts to significantly expand MatchWorks in 2012, into Queensland, South Australia and across metropolitan Melbourne and major rural centres across Victoria; and
- The opening of the Eastern Hub in East Geelong in April 2016, an inclusive state-of-the-art Community Centre for the Geelong community.

Karingal commits to continued provision and promotion of valued services, care and supports in: personal development; education programs; vocational placement, training and support services; accommodation and associated support services; aged care and related services; and such other things that are incidental or conducive to the attaining of these.

Karingal commits to creating and seizing mission opportunities in changing social, economic and political landscapes while maintaining a culture of excellence strongly rooted in solidarity with people with disabilities less able to speak up for themselves and with other disadvantaged peoples.

The Karingal members and Board of Directors believe the organisation's mission of: 'enriching peoples' lives through support, advocacy, partnership and choice' will be enhanced by amalgamating with St Laurence. Through this merger we believe clients will have a wider choice of quality services, options and opportunities in disability support, aged care services, employment services, housing options and training services across the Barwon Southwest region and beyond.

Karingal and St Laurence both have proud local histories with similar core values of community, inclusion, advocacy and support of people and families. Both organisations have invested significantly in the local community in the past and this will continue into the future.

St Laurence Community Services Inc.

In 1930, Fr Tucker founded the Brotherhood of St Laurence with the mantra "people have a dignified life if they have their own housing and a job". From the beginning, Fr Tucker sought to establish services which were beyond handouts and set about enhancing the dignity of those from disadvantaged backgrounds in Melbourne and its environs, including Geelong.

St Laurence Community Services Inc has its origin as a regional division of the Brotherhood of St Laurence and it became an independent Public Benevolent Institution under the *Incorporated Associations Act 1981* (Vic) in 1996.

Since 1996, the scope of services expanded as a result of the merger of Corilong Disability Services and the Lions Adult Services Colac Inc, an acquisition of Otway Community College and the stewardship of the Elizabeth Austin Homes Trust, the Percy Baxter Homes Trust and the Fagg Homes Trust.

St Laurence has never been a 'handout' charitable organisation and is a multi-service provider of services, including services that attract government fees and funding. St Laurence practises a 'hand up', consumer-directed approach which listens and responds to the voice of the consumer and which is articulated in its vision "Together we innovate and build resilient, inclusive communities to help people achieve their full potential".

In the footsteps of Fr Tucker, St Laurence provides financial assistance where this is needed so that people can maintain their human dignity.

A Board of Directors is responsible for governing St Laurence and the members fulfil a stewardship role and act as St Laurence ambassadors in the community.

In 2016, St Laurence offers a range of support services across the south-west regions of Victoria delivering residential and community-based aged care, jobactive and DES services, in-home supports to people who are ageing or have disability. It operates a Registered Training Organisation, a retirement village and a social housing program in Geelong, a number of social enterprises which employ people with disability and delivers a variety of independent living supports and activities to NDIS participants residing in the NDIS Barwon trial site.

The members and the Board of Directors believe St Laurence's vision will be enhanced by joining with Karingal. By joining together, both organisations will be better placed to be recognised as being one of Australia's premiere people-centric human service organisations; together, we will have a stronger voice to advocate on behalf of those we seek to support; together, we will bring an increased capacity to offer long-term security to those who rely on us for support and assistance; and together, we will have increased opportunities to offer support and assistance to a larger number of people, particularly those who must overcome disadvantage so that they can be fully included in the life of their community.

1 Name of the Company

The name of the Company is Karingal St Laurence Limited.

2 Type of Company

- a. The Company is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a charity.
- b. 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:
 - (i) payment of debts and liabilities of the Company;
 - (ii) payment of the costs, charges and expenses of winding up; and
 - (iii) any adjustment of the rights of the contributories among Members.
- c. The amount that each Member or past Member is liable to contribute is limited to \$10.00.

3 Replaceable Rules & Amending the Constitution

- a. This Constitution displaces the Replaceable Rules to the extent that it is inconsistent with any Replaceable Rules.
- b. The Members may amend this Constitution by passing a Special Resolution provided that the Members must not pass a Special Resolution that amends this Constitution if passing it causes the Objects to no longer be charitable.

4 Definitions and Interpretation

4.1 Definitions

In this Constitution, unless there is something in the subject or context which is inconsistent:

- a. **ACNC** means Australian Charities and Not-for-Profits Commission;
- b. **ACNC Act** means *Australian Charities and Not-for-Profits Commission Act 2012* (Commonwealth);
- c. **ACNC Regulation** means *Australian Charities and Not-for-profits Commission Amendment Regulation 2013* (Commonwealth);
- d. **AGM** means annual general meeting;
- e. **Annual Subscription** means the subscription fees payable by Members pursuant to **clause 11**;
- f. **Board** means the board of Directors of the Company;
- g. **Body Corporate** means a legally incorporated association or group of persons;

- h. **Brotherhood of St Laurence** means the Brotherhood of St Laurence (ABN 24 603 467 024) incorporated under the *Brotherhood of St. Laurence (Incorporation) Act 1971* (VIC);
- i. **Business Day** means a day that is not a Saturday, Sunday or public holiday in Victoria;
- j. **By-Laws** means the by-laws adopted and amended by the Board from time to time in accordance with **clause 51**;
- k. **Carer** has the meaning given to it by the *Carers Recognition Act 2012* (Vic);
- l. **Chairman** means the person holding that position pursuant to **clause 32.6c(i)**;
- m. **Chairperson** means the person holding that office under this Constitution and includes any assistant or acting Chairperson;
- n. **Charity** means an entity that is registered with the ACNC;
- o. **Committee** means a committee established in accordance with **clause 47**;
- p. **Community Member** means a Member of the Company in the Membership class defined in **clause 7.3** and includes a Body Corporate;
- q. **Company** means Karingal St Laurence Limited;
- r. **Constitution** means this constitution as amended or supplemented from time to time;
- s. **Consumer Member** means a Member of the Company in the Membership class defined in **clause 7.2**;
- t. **Co-opted Director** means a person appointed as a Director pursuant to **clause 32.2a(ii)**;
- u. **Corporations Act** means *Corporations Act 2001* (Commonwealth);
- v. **Deputy-Chairman** means a person appointed to that position pursuant to **clause 32.6c(ii)** and includes any assistant or acting Deputy-Chairman under this Constitution;
- w. **DGR** means a Deductible Gift Recipient as defined by the law;
- x. **Director** means any person holding the position of a director of the Company (and includes both Co-Opted Directors and Elected Directors) and **Directors** means the directors for the time being of the Company or, as the context permits, such number of them as have authority to act for the Company;
- y. **Directors Present** means, in connection with a Board meeting, a Director being present in person or pursuant to **clause 42d**;
- z. **Disability Client/Immediate Family Member** means a Member of the Company in the Membership class defined in **clause 7.1**;
- aa. **Elected Director** means a person elected as a Director pursuant to **clause 32.2a(i)**;
- bb. **Financial Year** means the year from 1 July to 30 June, unless the Board passes a resolution to change the term of the financial year, and

the Commissioner of the ACNC approves the resolution pursuant to section 60.85 of the ACNC Act;

- cc. **Karingal** means Karingal Inc. (ABN 97 468 305 401);
- dd. **Life Member** means a Member of the Company in the Membership class defined in **clause 7.4**;
- ee. **Member** means a member of the Company pursuant to **clause 6** and **clause 7** and **Membership** has the corresponding meaning;
- ff. **Member Present** means in connection with a meeting of Members, a Voting Member being present (in person or by conference pursuant to **clause 15.2c**), or by proxy or attorney or, in the case of a Body Corporate, by a Representative;
- gg. **Member's Guarantee Amount** means the amount referred to in **clause 2c**;
- hh. **Membership Committee** means the committee established pursuant to **clause 8.1**;
- ii. **Objects** means the objects of the Company as set out in **clause 5.1a**;
- jj. **Office** means the registered office for the time being of the Company;
- kk. **Office Bearer** means a person holding any of the offices specified in **clause 32.6c**;
- ll. **Officer** has the same meaning as given to that term in section 9 of the Corporations Act;
- mm. **Ordinary Resolution** means a resolution passed at a general meeting that is supported by more than fifty per cent (50%) of the votes cast by Members Present;
- nn. **Register** means the Register of Members to be kept pursuant to the Corporations Act;
- oo. **Registration** means registration of the Company as a public company limited by guarantee by the Australian Securities and Investments Commission;
- pp. **Replaceable Rules** means the replaceable rules applicable to a public company limited by guarantee set out in the Corporations Act;
- qq. **Representative** means a person authorised in accordance with section 250D of the Corporations Act to act as a representative of a Body Corporate, as described in **clause 10**;
- rr. **Secretary** means the person appointed as the secretary of the Company and includes any assistant or acting secretary;
- ss. **Service** means an ongoing service supplied by the Company which is purchased by or delivered to a person and may include services offered as group activities;
- tt. **Special Resolution** means a resolution:
 - (i) of which notice has been given under **clause 16**; and
 - (ii) that has been passed by seventy-five per cent (75%) or more of the votes cast by Members Present;

- uu. **St Laurence** means St Laurence Community Services Inc. (ABN 68 615 043 121); and
- wv. **Voting Member** means a Member who:
 - (i) is entitled to vote pursuant to **clause 7**; and
 - (ii) has paid any payable Annual Subscription within the time limits specified in **clause 12a(iv)**, namely, at the latest, within thirty (30) days after having been notified by the Company that the Voting Member is in arrears to the Company.

4.2 Interpretation

In this Constitution, unless there is something in the subject or context which is inconsistent:

- a. the singular includes the plural and vice versa;
- b. each gender includes the other gender;
- c. the word **person** means a natural person and any partnership, association, body or entity whether incorporated or not;
- d. the words **writing** and **written** include any other mode of representing or reproducing words, figures, drawings or symbols in a visible form;
- e. where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- f. a reference to any clause or schedule is to a clause or schedule of this Constitution;
- g. a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- h. an expression used in a particular Part or Division of an Act or Regulation that is given by that Part or Division a special meaning for the purposes of that Part or Division has, unless the contrary intention appears, in any clause that deals with a matter dealt with by that Part or Division the same meaning as in that Part or Division; and
- i. headings do not form part of or affect the construction or interpretation of this Constitution.

5 Objects

5.1 Objects

- a. The Company is a public benevolent institution established with a prime focus to:
 - (i) enable people with disability to achieve their potential as equal citizens in socially inclusive communities;
 - (ii) effectively support people with disability in their long term care making certain they, their families or Carers are supported and informed about the best available support

- options;
 - (iii) improve the quality of life of people who experience disadvantage;
 - (iv) increase the autonomy, independence, community engagement, social inclusion and general wellbeing of people with disability, older people and those experiencing disadvantage; and
 - (v) relieve the suffering and distress of and to provide assistance to people who are in necessitous circumstances.
- b. The Company can only exercise the powers in section 124(1) of the Corporations Act to:
- (i) carry out the Objects of the Company; and
 - (ii) do all things incidental or ancillary to the exercise of power under **clause 5.1b(i).**

5.2 Activities

- a. The Company will provide socially responsible services and supports that are innovative, address contemporary social issues, are of high quality and respond directly to needs of consumers, their families and their Carers.
- b. The Company will offer a range of activities which include but are not limited to:
- (i) personal development services;
 - (ii) educative programs;
 - (iii) vocational placement, training and support services;
 - (iv) accommodation, including residential and respite services;
 - (v) aged-care and related services;
 - (vi) in-home support and related services; and
 - (vii) such other activities, services or ventures that are incidental or ancillary to the Objects.
- c. The Company will carry out its mission by:
- (i) being responsive to consumers, their families and Carers who use the Company's services and being their voice to government; and
 - (ii) assisting people who want to participate in the life of their community; and
 - (iii) advocating to and working with governments, organisations and the general public to ensure quality support services for people that promote and achieve full inclusion in community life; and
 - (iv) undertaking such ventures and other activities the Company thinks are desirable to achieving its Objects.

5.3 Income and Property

- a. The income and property of the Company will only be applied towards the promotion of the Objects of the Company.
- b. No income or property of the Company will be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or otherwise to any Member of the Company. However nothing in this Constitution will prevent payment in good faith to a Member:
 - (i) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company;
 - (ii) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent to the Company;
 - (iii) of reasonable and proper rent for premises leased by any Member to the Company; or
 - (iv) of any surpluses or profits, so long as the Member is charitable and has objects similar to the Objects.

5.4 Remuneration of Directors

- a. No remuneration shall be made to any Director for their services as a Director of the Company unless that payment has been approved by a Special Resolution.
- b. **Clause 5.3** does not preclude Directors being remunerated for:
 - (i) out of pocket expenses incurred by the Director in the performance of any duty as a Director where the amount payable does not exceed an amount previously approved by the Board;
 - (ii) for any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Board and where the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable for the service.

MEMBERSHIP

6 Admission to Membership

6.1 Eligibility for Membership

Any person or Body Corporate is eligible to become a Member if the person or Body Corporate:

- a. agrees to assume the liability to pay the Member's Guarantee Amount;
- b. satisfies the criteria for the relevant class of Membership in accordance with **clause 7**;
- c. if a natural person, is at least eighteen (18) years of age;

- d. supports the Objects of the Company and agrees to comply with the terms of this Constitution and any code of conduct that the Board may produce from time to time;
- e. lodges an application form in accordance with **clause 8**; and
- f. is, in the Board's opinion, of good character.

6.2 Single Class of Membership

- a. A person may only hold one class of Membership at any given time.
- b. If a person is a Member of a Membership class, and is subsequently accepted into a second class of Membership, that person shall cease being a Member of the first class of Membership.

6.3 Benefits

- a. Each Voting Member will be entitled to vote at all general meetings.
- b. In addition to each Voting Member being entitled to vote at all general meetings, the Board will determine from time to time what additional benefits shall attach to Membership.
- c. The Register of Members shall be available for inspection free of charge by any Member upon request and upon reasonable notice being provided.
- d. Subject to the Corporations Act, a Member shall be provided with a copy of entries in the Register upon his or her request.

7 Classes of Membership

There shall be the following classes of Membership:

7.1 Disability Client/Immediate Family member

- a. A Disability Client/Immediate Family Member shall be a natural person who:
 - (i) is a client with disability and/or an immediate family member of a client with disability receiving Services from the Company and may include:
 - (A) the spouse;
 - (B) a parent;
 - (C) an adult child;
 - (D) a sibling;
 - (E) a step-parent;
 - (F) a step-sibling;
 - (G) a guardian or financial administrator as appointed by a government authority;
 - (H) a court appointed decision maker or a participant appointed decision-maker; or
 - (I) a plan nominee as prescribed in Parts 4 and 5 of the *National Disability Insurance Scheme Act 2013*

(Commonwealth); and

- (ii) has an interest in and supports the Objects.
- b. A Disability Client/Immediate Family Member shall be entitled to vote.
- c. A maximum of two (2) Members may be admitted in the Disability Client/Immediate Family Member class for each disability client receiving Services from the Company.
- d. For the avoidance of doubt, all persons who are members of Karingal in the class of "Immediate Family" at the time of Registration shall be eligible to be granted Membership in the Disability Client/Immediate Family Member class.
- e. For the avoidance of doubt, the limit on Disability Client/Immediate Family Members specified in **clause 7.1c** does not apply to persons transferred to the Disability Client/Immediate Family Member class under **clause 7.1d**.

7.2 Consumer Member

- a. A Consumer Member shall:
 - (i) have an interest in and support the Objects; and
 - (ii) be a natural person who is in receipt of a Service from the Company or an advocate for such person.
- b. A Consumer Member shall be entitled to vote.

7.3 Community Member

- a. A Community Member:
 - (i) shall have an interest in and support the Objects; and
 - (ii) may be a Body Corporate or a natural person.
- b. A Community Member shall be entitled to vote.
- c. For the avoidance of doubt, all persons who are not Karingal or St Laurence employees but are members of Karingal or St Laurence at the time of Registration (except for persons who are members of Karingal in the class of "Immediate Family" at the time of Registration) shall be eligible to be granted Membership in the Community Member class.

7.4 Life Member

- a. A Life Member:
 - (i) shall have made a significant contribution to the Company and/or Karingal and/or St Laurence; and
 - (ii) shall be nominated and accepted for Life Membership by resolution of the Board, following the consideration of the Membership Committee.
- b. A Life Member shall be entitled to vote.
- c. No Annual Subscription shall be payable by a Life Member.

- d. For the avoidance of doubt, all persons who are members of Karingal or St Laurence in the class of life member at the time of Registration shall be eligible to be granted Life Membership by the Board.

8 Applications for Membership

8.1 Membership Committee

The Board shall establish a Committee pursuant to **clause 47** for the purpose of making recommendations for Membership applications for the following classes:

- a. Disability Client/Immediate Family Membership;
- b. Consumer Membership;
- c. Community Membership; and
- d. Life Membership.

8.2 Applications for Membership

- a. An application for:
 - (i) Consumer Membership; or
 - (ii) Community Membership, of the Company shall:
 - (iii) be made in writing in the form prescribed by the Board from time to time;
 - (iv) specify the category of Membership being applied for by the applicant;
 - (v) include a signature, or equivalent acknowledgement by the applicant acknowledging that:
 - (A) the applicant agrees to be bound by the Constitution of the Company as amended from time to time; and
 - (B) the applicant has not been convicted of an indictable offence;
 - (vi) be accompanied by any Annual Subscription payable pursuant to **clause 11a**; and
 - (vii) be lodged with the Secretary.
- b. If a person makes a valid application for Disability Client /Immediate Family Membership pursuant to **clause 8.2a**, and pays any sum payable under **clause 11a**, the Secretary shall approve the application for Membership of the Company as soon as practicable.
- c. As soon as practicable after receiving a valid application for Consumer Membership or Community Membership pursuant to **clause 8.2a**, the Secretary shall refer the application to the Membership Committee which shall then make recommendation to the Board as to whether to approve or reject the application.
- d. As soon as practicable after the Membership Committee makes a recommendation under **clause 8.2c**, the Board shall make a determination. As soon as practicable after that determination, the

Secretary shall thereafter:

- (i) notify the applicant, in writing, that the Board approved or rejected the application (whichever is applicable); and
 - (ii) if the Board approved the application, enter the applicant's name in the Register and, subject to the Corporations Act, the person becomes a Member on the name being so entered; or
 - (iii) if the Board rejected the application, comply with the notification requirements in **clause 8.2e** and within twenty-eight (28) days of the Board's decision, refund the applicant any Annual Subscription paid pursuant to **clause 8.2a(vi)**.
- e. If the Board determines under **clause 8.2c** to reject an application for Membership, the Secretary shall serve the applicant with a notice in writing setting out the determination of the Board. The Board is not required to provide any reasons for its decision.

9 Membership Entitlements Not Transferable

A right, privilege or obligation which a person has by reason of being a Member:

- a. is not capable of being transferred or transmitted to another person; and
- b. terminates on cessation of the person's Membership.

10 Representative

- a. This **clause 10** only applies to Members and applicants for Membership which are Bodies Corporate.
- b. Where a Member or an applicant for Membership is a Body Corporate, it shall appoint as its Representative a natural person.
- c. The name and address of the Representative will be entered in the Register as the representative of the Body Corporate.
- d. All correspondence and notices from the Company will be served on that Representative and any notice served on a Representative will be deemed to be service on the Body Corporate which is represented by that particular Representative.
- e. If the appointment of a Representative by the Body Corporate is made by reference to a position held, the appointment shall identify the position.
- f. Despite **clause 9**, a Body Corporate may remove and replace a Representative where the Body Corporate gives written notice to the Board in a form approved by the Board.
- g. A signature by a Representative of a Body Corporate on behalf of that Body Corporate is taken to be the signature of that Body Corporate for the purposes of this Constitution.
- h. Any power or right of a Body Corporate as granted by this Constitution can be exercised by the Representative of that particular Body

Corporate. For the sake of clarification, a Member of the Company that is a Body Corporate is only entitled to one (1) vote.

- i. Bodies corporate are represented at meetings of Members by their Representatives, subject to the right of a Representative to appoint a proxy pursuant to **clause 28**.
- j. The actions of a Representative bind the Body Corporate which is represented by that particular Representative.
- k. Each Representative will comply with the terms of this Constitution in all matters pertaining to the Company as if a Member himself or herself.

11 Subscriptions

- a. Subject to **clause 7.4c**, there shall be an Annual Subscription payable by each Member to the Company, unless the Board determines otherwise.
- b. Subject to **clause 11d**, the Annual Subscription shall be payable by Members at such times and in such manner as determined by the Board from time to time.
- c. The Board may apply different Annual Subscriptions to different classes of Membership.
- d. The Board may in its discretion:
 - (i) determine that no Annual Subscription is payable by a Member or Members (in whole or in part) in a given year; and
 - (ii) extend the time for payment of the Annual Subscription by any Member.
- e. No part of any Annual Subscription shall be refunded to a Member who ceases to be a Member in accordance with **clause 12**.

12 Cessation of Membership

- a. A Member's Membership will cease:
 - (i) on the date that the Secretary receives written notice of resignation from that Member;
 - (ii) in the case of a natural person, upon that Member dying;
 - (iii) upon that Member no longer satisfying the criteria for its respective class of Membership (unless transferred to another class of Membership by the Board);
 - (iv) subject to **clause 11d**, if that Member fails to pay an Annual Subscription:
 - (A) within thirty (30) days after it falls due; and
 - (B) then fails to rectify this default within thirty (30) days of being notified of the default by the Company;
 - (v) if the Member is convicted of an indictable offence;

- (vi) if the Member is expelled from the Company pursuant to **clause 13c**;
 - (vii) in the case of a Body Corporate:
 - (A) that Member is dissolved or otherwise ceases to exist;
or
 - (8) that Member has:
 - (1) a receiver;
 - (2) a receiver and manager;
 - (3) a liquidator;
 - (4) an administrator;
 - (5) an administrator of a deed of company arrangement; or
 - (6) a trustee of other person administering a compromise or arrangement between the Member and someone else,

appointed to it; or
 - (viii) if the Company in general meeting resolves by Special Resolution to terminate the Membership of a Member whose conduct or circumstances in the opinion of the Company renders it undesirable that that Member continue to be a Member of the Company. The Member shall be given at least twenty-one (21) days' notice of the proposed resolution and shall be given the opportunity to be heard at the meeting at which the resolution is proposed.
- b. A Member may at any time, pursuant to **clause 12a(i)**, resign as a Member but shall continue to be liable for:
- (i) any monies due by the Member to the Company; and
 - (ii) any sum for which the Member is liable as a Member of the Company under **clause 2b**.
- c. In the event that there is only one Voting Member of the Company and that Voting Member ceases to be a Voting Member pursuant to **clause 12a**, the Board may admit a new Voting Member to the Company, the choice of that new Voting Member being within the full and unfettered discretion of the Board.

13 Disciplining of Members

- a. Where the Board is of the opinion that a Member has:
- (i) persistently refused or neglected to comply with a provision or provisions of this Constitution; or
 - (ii) persistently and wilfully acted in a manner prejudicial to the interests of the Company,
- then the Board may request that the Member appear before the Board

to be examined with regard to the Member's conduct..

- b. The Board shall thereafter provide notice to the Member stating:
 - (i) that the Member may address the Board at a Board meeting to be held not earlier than fourteen (14) days and not later than twenty-eight (28) days after service of the notice;
 - (ii) the date, the time and the place of that meeting; and
 - (iii) that the Member may do either or both of the following:
 - (A) attend and speak at that meeting; and
 - (8) submit to the Board at or prior to the date of the meeting, written representations relating to the alleged conduct.
- c. After an examination is held under **clause 13b**, the Board shall give due consideration to any verbal or written representations made or submitted by the Member (or in the event that the Member fails to attend the examination or submit written representations, the Board shall consider other relevant information put before it) and thereafter may resolve to expel or to suspend the Member by passing at that same meeting a resolution by at least seventy-five per cent (75%) of the Directors Present who cast votes on the resolution..
- d. Upon a resolution being passed pursuant to **clause 13c**, the Secretary shall serve the Member with a notice in writing setting out the resolution of the Board and the grounds upon which it is based within seven (7) days.

14 Resolution of Disputes Between Members

- a. Disputes between Members (in their capacity as Members), shall be referred to the Board which shall take steps to resolve the dispute.
- b. If a dispute so referred is not resolved to the satisfaction of any party to the dispute within thirty (30) days of its being referred, then that party may refer the dispute to mediation before a mediator appointed by mutual agreement of the parties.
- c. Failing agreement by the parties to the appointment of a mediator within fourteen (14) days of a party notifying the other party of its intention to refer the dispute to mediation, the appointment of the mediator shall be made by the President of the Law Institute of Victoria.
- d. The costs of the mediator appointed pursuant to **clause 14b or clause 14c** (as the case may be) shall be shared equally between the Members party to the dispute.
- e. At least seven (7) days before a mediation session established by a mediator appointed pursuant to **clause 14b or clause 14c** (as the case may be) is to commence, the parties to the dispute are to exchange statements of the issues that are in dispute between them and supply copies to the mediator.

GENERAL MEETINGS

15 Convening of General Meetings

15.1 AGMs

Notwithstanding section 111L of the Corporations Act:

- a. the Board shall convene an AGM at least once in each calendar year and within five (5) months after the end of the Company's financial year; and
- b. the AGM which is convened shall be done so in accordance with the requirements of the Corporations Act.

15.2 Convening of General Meetings

- a. A minimum of three (3) Directors may, whenever those Directors think fit, convene a general meeting of the Company.
- b. Notwithstanding section 111L of the Corporations Act:
 - (i) the Members may call a general meeting; and
 - (ii) the Company will do so,in accordance with the provisions of Part 2G.2 of the Corporations Act pertaining to the rights of Members to call a general meeting.
- c. A general meeting of the Company may be convened at two (2) or more venues using any technology that gives the Members a reasonable opportunity to participate in the meeting.

16 Notice of General Meeting

- a. Notwithstanding section 111L of the Corporations Act, and subject to section 249H of the Corporations Act, at least twenty-one (21) days' notice of any general meeting shall be given specifying:
 - (i) the place, day and hour of the meeting; and
 - (ii) the general nature of any business to be transacted at the meeting; and
 - (iii) if a Special Resolution is to be proposed, the details of and intention to propose it; and
 - (iv) if the meeting is to be held in two or more places, the technology that will be used to facilitate this; and
 - (v) any other information required by the Corporations Act.
- b. The accidental omission to give notice of any general meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice will not invalidate the proceedings at or any resolution passed at the meeting.
- c. Subject to **clause 16b**, notice of every general meeting shall be given in any manner authorised by this Constitution to:
 - (i) every Member;

- (ii) every Director; and
- (iii) the auditor for the time being of the Company (if any).

17 Cancellation or Postponement of General Meeting

- a. Subject to the provisions of the Corporations Act and this Constitution, the Board may cancel a general meeting of the Company:
 - (i) convened by the Board; or
 - (ii) which has been convened by a Member or Members pursuant to **clause 15.2b** upon receipt by the Company of a written notice withdrawing the requisition signed by that Member or those Members.
- b. The Board may postpone a general meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the Members relating to the original meeting.
- c. Where any general meeting is cancelled or postponed or the venue for a general meeting is changed:
 - (i) the Board shall provide in writing to each person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by any means permitted by this Constitution and in the case of the postponement of a meeting, the new place, date and time for the meeting; and
 - (ii) any failure to notify in writing any person entitled to receive notice of the meeting or failure of a person to receive a written notice shall not affect the validity of the cancellation, the change of venue or the postponement of the meeting.

PROCEEDINGS AT GENERAL MEETINGS

18 Quorum

- a. No business may be transacted at any general meeting unless there is a quorum of Members Present at all times during the meeting.
- b. Members Present who constitute at least ten per cent (10%) of the number of all Voting Members shall constitute a quorum for all general meetings.
- c. If within thirty (30) minutes after the time appointed for holding a general meeting a quorum is not present:
 - (i) the meeting, if convened upon the requisition of Members, shall be dissolved;
 - (ii) in any other case:
 - (A) it will stand adjourned to such other day time and place as the Board may by notice to the Members appoint; and

- (8) if at such adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the holding of the meeting, the meeting shall be dissolved.

19 Chairperson

- a. The Chairman of the Board shall preside as Chairperson at each general meeting.
- b. Where a general meeting is held and:
- (i) there is no Chairman; or
 - (ii) the Chairman is not present within thirty (30) minutes after the time appointed for the holding of the meeting or, if present, is unwilling to act as the Chairperson of the meeting,
- then the following person will be Chairperson in lieu of the Chairman in the order of availability set out below:
- (iii) the Deputy-Chairman;
 - (iv) another Director chosen by the Directors present at the meeting;
 - (v) the Secretary; and
 - (vi) a Voting Member (or Representative) chosen by a majority of the Members Present.
- c. The rulings of the Chairperson of a general meeting on all matters relating to the order of business, procedure and conduct of the meeting shall be final and no motion of dissent from such rulings shall be accepted.

20 Adjournments

- a. The Chairperson of a general meeting at which a quorum is present:
- (i) may adjourn a meeting with the consent of the meeting; and
 - (ii) shall adjourn the meeting if the meeting so directs, to a time and place as determined.
- b. No business may be transacted at any adjourned general meeting other than the business left unfinished at the meeting from which the adjournment took place.
- c. A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.
- d. It is not necessary to give any notice of an adjournment of a general meeting or of the business to be transacted at the adjourned meeting except if the meeting is adjourned for thirty (30) days or more in which case notice of the adjourned meeting shall be given as in the case of an original meeting.

21 Determination of Questions

- a. At any general meeting, a resolution to be considered at the meeting shall be decided on a show of hands unless a poll is demanded by:
 - (i) the Chairperson of the meeting; or
 - (ii) at least two (2) Members Present.
- b. Before a vote on a resolution is taken, the Chairperson shall inform the meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- c. A declaration by the Chairperson of the result of a vote on a resolution by a show of hands and an entry to that effect contained in the minutes of the proceedings of the Company which has been signed by the Chairperson of the meeting or the next succeeding meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

22 Polls

- a. A poll may be demanded:
 - (i) before a vote on a resolution is taken;
 - (ii) before the voting results on a show of hands are declared; or
 - (iii) immediately after the voting results on a show of hands are declared.
- b. If a poll is demanded, it shall be taken in such manner and at such time and place as the Chairman of the meeting directs subject to **clause 22e**.
- c. The result of the poll shall be taken to be the resolution of the meeting at which the poll was demanded.
- d. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- e. A poll demanded on the election of a Chairperson or any question of adjournment of the meeting shall be taken immediately.
- f. The demand for a poll may be withdrawn.

23 Voting Rights

A Voting Member has one (1) vote, both on a show of hands and a poll.

24 Disqualification

No person other than:

- a. a Voting Member;
- b. a Representative of a Voting Member; or
- c. a proxy of a:

- (i) Voting Member; or
- (ii) Representative of a Voting Member,

shall be entitled to a vote at a general meeting.

25 Objection to Qualification to Vote

Any challenge as to the qualification of a person to vote at a general meeting or the validity of any vote tendered may only be raised at the meeting and shall be determined by the Chairperson whose decision shall be final and conclusive, and a vote allowed by the Chairperson shall be valid for all purposes.

26 No Casting Vote

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands is taken or at which the poll is demanded is not entitled to a casting vote in addition to a deliberative vote.

PROXIES

27 Right to Appoint Proxies

- a. A Voting Member or a Representative who is entitled to attend and vote at a general meeting of the Company may appoint a person as the Voting Member's or the Representative's proxy to attend and vote for the Voting Member or the Representative at the meeting.
- b. If a Voting Member or Representative appoints a proxy, the proxy is entitled to vote on a show of hands and on a poll.

28 Appointing a Proxy

28.1 Appointing a Proxy

The instrument appointing a proxy shall be in writing signed by the appointer or the appointer's attorney duly authorised in writing or, if the appointer is a corporation, signed by an authorised officer or attorney of the corporation.

28.2 Instrument of Proxy

- a. The instrument of proxy is valid if it contains the following information, and any additional information required by the Corporations Act, notwithstanding section 111L:
 - (i) the name and address of the Voting Member or the name of a Representative, if applicable;
 - (ii) the name of the Company;
 - (iii) the proxy's name or the name of the office of the proxy; and
 - (iv) the meetings at which the instrument of proxy may be used.
- b. An instrument of proxy may be expressed to be a standing appointment. An instrument of proxy for a specified meeting is only valid for that meeting and any postponement or adjournment of that meeting.

- c. An instrument of proxy shall not be treated as invalid merely because it does not specify all of the information required by **clause 28.2a**.
- d. An instrument of proxy may be revoked at any time by notice in writing to the Company.

29 Lodgement of Proxies

- a. An instrument appointing:
 - (i) a proxy and the power of attorney or other authority (if any) under which it is signed or executed or a certified copy of that power or authority; or
 - (ii) an attorney to exercise a Voting Member's voting rights at a general meeting or a certified copy of that power of attorney,shall be deposited at the Office or at such other place as is specified for that purpose in the notice convening the general meeting not fewer than twenty-four (24) hours (or such shorter period as the Board may allow) before the time appointed for the holding of the meeting or adjourned meeting as the case may be at which the person named in the instrument proposes to vote. In default, the instrument of proxy or the power of attorney will not be treated as valid.
- b. For the purposes of this **clause 29**, it will be sufficient that any document required to be lodged by a Voting Member or Representative be received in legible form by facsimile at the place at which the document is required to be delivered by the Voting Member or Representative and the document shall be regarded as received at the time the facsimile was received at that place.
- c. For the purposes of this **clause 29**, it will be sufficient that any document required to be lodged by a Voting Member or Representative be received in legible form by email if the notice of meeting so permits at the address and in the form specified in the notice and the proxy shall be regarded as received at the time of the receipt of the email or other electronic transmission by the Company.

30 Validity of Proxies

- a. A vote exercised pursuant to an instrument of proxy, a power of attorney or other instrument of appointment is valid notwithstanding:
 - (i) the death or unsoundness of mind of the Voting Member or Representative;
 - (ii) the bankruptcy or liquidation of the Voting Member or Representative; or
 - (iii) the revocation of the instrument of proxy or the power of attorney or any instrument under which the instrument or the power was granted,

if the Company has not received at its Office written notice of the death, unsoundness of mind, bankruptcy, liquidation or revocation at least forty-eight (48) hours (or such shorter period as the Board may allow)

before the time appointed for the holding of the general meeting or adjourned meeting, as the case may be, at which the instrument of proxy or the power of attorney is exercised.

- b. A proxy who is not entitled to vote on a resolution as a Voting Member or Representative may vote as a proxy for another Voting Member or Representative who can vote if the appointment specifies the way the proxy is to vote on the resolution and the proxy votes that way.
- c. Except on a show of hands, a proxy may vote as more than one Voting Member or Representative if the proxy holds appointments for those Voting Members or Representatives which specify the way the proxy is to vote on the resolution and the proxy votes in accordance with the instrument of proxy.

31 Rights of Proxies and Attorneys

- a. The instrument appointing a proxy will be taken to confer authority to demand or join in demanding a poll.
- b. Subject to **clause 31c**, unless a Voting Member or Representative by the instrument of proxy directs the proxy to vote in a certain manner, the proxy may vote as the proxy thinks fit on any motion or resolution. Otherwise, the proxy shall follow the voting instructions contained in the instrument of proxy.
- c. A proxy will not be revoked by the appointer attending and taking part in any general meeting but if the appointer votes on a resolution either on a show of hands or on a poll the person acting as proxy for the appointer shall not be entitled to vote in that capacity in respect of the resolution.
- d. The Chairperson of a general meeting may require any person acting as a proxy to establish to the satisfaction of the Chairperson that he or she is the person nominated as proxy in the form of proxy lodged under this Constitution. If the person is unable to establish his or her identity he or she may be excluded from voting either upon a show of hands or upon a poll.

APPOINTMENT AND REMOVAL OF DIRECTORS

32 Number and Appointment of Directors

32.1 Number of Directors

- a. The Board of Directors shall consist of not fewer than seven (7) Directors and not more than eleven (11) Directors.
- b. Directors, including Directors appointed to fill casual vacancies, must be Members or Representatives of Members before and during their appointment as Directors of the Company.

32.2 Constitution of Board

- a. Subject to **clause 32.3**, the Board shall consist of:
 - (i) a minimum of (7) and a maximum of (9) Elected Directors. Provided that there are sufficient nominations, at least one

- (1) Elected Director shall be from the Disability Client/Immediate Family Member class; and
- (ii) subject to **clause 32.2b(i)**, up to two (2) Co-opted Directors appointed by the Board from time to time,
- (provided that the total number of Directors does not exceed the maximum fixed by **clause 32.1**).
- b.
- (i) In the event that the Company merges with another Body Corporate, and the Company continues to exist as an entity, the Board may co-opt up to an additional two (2) Directors derived from the entity with which the Company merged (meaning that there can be up to four (4) Co-opted Directors), provided that the number of Directors does not exceed the maximum specified in **clause 32.1a**.
- (ii) Directors co-opted pursuant to **clause 32.2b(i)** will serve a term determined by the Board, following which the maximum number of Co-opted Directors will revert to a maximum of two (2).
- (iii) For the avoidance of doubt, a term served by a Director pursuant to **clause 32.2b(i)** shall count towards the maximum term set out in **clause 32.6b**.
- (iv) Directors co-opted pursuant to **clause 32.2b(i)** shall be ineligible to be appointed as Office Bearers.
- (v) Directors co-opted pursuant to **clause 32.2b(i)** shall be deemed to be Co-opted Directors.
- c. A person who is or was formerly employed by Karingal or St Laurence shall be ineligible to be a Director until a period of two (2) years has passed since that person ceased to be an employee of Karingal or St Laurence.
- d. A person shall not be a Director at the same time as being an employee of the Company.

32.3 Initial Board

- a. The Directors to hold office from Registration shall be:
- (i) Michael Carroll;
- (ii) Brian Donovan;
- (iii) Cheryl Graham;
- (iv) Rodney Payne;
- (v) Irene Irvine;
- (vi) Diane James;
- (vii) Patrick Lockie;
- (viii) David McArthur; and
- (ix) Stephen Roberts.

- b. The initial Directors shall nominate from amongst their number who shall hold office for an initial term of two (2) years, who shall hold office for an initial term of three (3) years, and who shall hold office for an initial term of four (4) years.
- c. The initial Directors shall be deemed to be Elected Directors.
- d. The initial Directors shall be eligible for re-election for up to two (2) further terms of three (3) years each.

32.4 Elected Directors

- a. Nominations of candidates for election as Elected Directors:
 - (i) shall be in writing in a form prescribed by the Board signed by two (2) Voting Members and be accompanied by the written consent of the nominee (which may be endorsed on the nomination); and
 - (ii) shall be delivered to the Secretary (or other person authorised by the Board for the purpose) within a period determined by the Board from time to time before the day fixed for the holding of the AGM or other general meeting at which the election is to take place.
- b. If insufficient nominations are received to fill all positions on the Board which are to be filled at the election, the candidate or candidates nominated shall be deemed to be elected and further nominations shall be received at the meeting at which the election is to take place.
- c. If insufficient further nominations are received, any unfilled positions remaining on the Board shall be deemed to be casual vacancies.
- d. If the number of nominations received is equal to the number of positions to be filled, the persons nominated shall be taken to be elected.
- e. If the number of nominations received exceeds the number of positions to be filled, a ballot shall be held.
- f. For the avoidance of doubt, if only one (1) Disability Client/Immediate Family Member nominates to be an Elected Director, that person will be automatically elected.
- g. If more than one (1) Disability Client/Immediate Family Member nominates to be an Elected Director, the Disability Client/Immediate Family Member nominee who receives the most votes shall be elected, despite that person receiving insufficient votes to otherwise be elected.

32.5 Co-opted Directors

- a. The Board may appoint Co-opted Directors to the Board at any time to fill the positions provided for in **clause 32.2a(ii)**.
- b. A Co-opted Director shall be a person who will bring skills and experience to the Board to enable the Board to advance the Objects, but must not be a person who has lost an election to be an Elected Director of the Company in the preceding twelve (12) months.

32.6 Term

- a. Except in accordance with **clause 32.3**:
 - (i) Elected Directors shall hold office for a term of three (3) years, but shall be eligible for re-election for up to two (2) further terms of three (3) years each; and
 - (ii) Co-opted Directors shall hold office for a term of up to two (2) years but then cannot be reappointed as Co-opted Directors. However, after that term has ended, they may nominate as an Elected Director should he or she wish to continue as a Director of the Company.
- b. Except in accordance with **clause 32.3**, once an Elected Director has served a total amount of time as an Elected Director on the Board of nine (9) years, regardless of whether that time was consecutive or sporadic, that person will be ineligible for re-election or re-appointment to the Board at any time, unless the Board determines that special circumstances apply and passes a resolution declaring that person is eligible for re-election for a further term of one (1) year only, notwithstanding that he or she has served the otherwise maximum term of nine (9) years.
- c. The Board shall, at the first meeting of the Board held after an AGM or other general meeting of the Company where an Office Bearer has retired, appoint from amongst the Directors sitting on the Board at the time of the Board meeting:
 - (i) a Chairman;
 - (ii) a Deputy-Chairman; and
 - (iii) such additional Office Bearer positions as the Board deems necessary from time to time.
- d. The Board shall endeavour to hold its first meeting after an AGM or other general meeting of the Company where an Office Bearer has retired on the same day as the AGM or other general meeting, and if this is not possible, as soon as practicable following the AGM or other general meeting.
- e. The Office Bearers to hold office from Registration shall be:
 - (i) Chairman - Rodney Payne; and
 - (ii) Deputy-Chairman - Patrick Lockie.
- f. The Office Bearers shall hold office for a term of one (1) year (unless they have less than one (1) year remaining in their term as Directors, in which case they shall hold office for the remainder of their terms as Directors), but shall be eligible for reappointment provided that Office Bearers shall not hold office beyond their retirement or removal from the Board as a Director.

33 General Right to Appoint and Remove Directors

The Board may act despite any vacancy in their body but if the number falls below the minimum fixed in accordance with **clause 32.1**, the Board

may only act:

- a. for the purpose of:
 - (i) increasing the number of Directors to the minimum; or
 - (ii) convening a general meeting; or
- b. in emergencies,

but for no other purpose.

34 Vacation of Office

- a. Any Director may retire from office on giving written notice to the Company at the Office of his intention to retire and the resignation shall take effect at the time expressed in the notice (provided the time is not earlier than the date of delivery of the written notice to the Company).
- b. The office of a Director shall become vacant if the Director:
 - (i) dies;
 - (ii) ceases to be a Member or Representative of a Member;
 - (iii) becomes bankrupt or makes any arrangement or composition with creditors generally;
 - (iv) becomes prohibited from being a director of, or managing, a company by reason of any order made under the Corporations Act;
 - (v) is convicted of an indictable offence;
 - (vi) has been disqualified by the Australian Charities and Not-for-Profits Commissioner, at any time during the preceding twelve (12) months, from being a responsible entity of a registered entity under section 45.20(4) of the ACNC Regulation;
 - (vii) becomes of unsound mind or a person whose personal estate is liable to be dealt with in any way under the law relating to mental health;
 - (viii) is removed from office by the Company in general meeting;
 - (ix) resigns by notice in writing to the Company; or
 - (x) is absent without permission of the Board from three (3) consecutive meetings of the Board, and the Board resolves that this constitutes resignation.

35 Filling of Vacancies on the Board

- a. In the event of a casual vacancy occurring on the Board, the Board shall, in relation to either an Elected Director or Co-opted Director vacancy, appoint a person who is eligible to be a Director pursuant to **clause 32.1b** to fill the vacancy.
- b. Any Director appointed or elected pursuant to **clause 35a** shall hold

office until the conclusion of the term of the vacating Director.

- c. Time served pursuant to **clause 35a** does not count towards the maximum term specified in **clause 32.6**.

36 Acting Office Bearers

- a. In the event of a vacancy occurring in the position of Chairman, the Deputy- Chairman shall assume office as acting Chairman until the next meeting of the Board, at which time the Board shall appoint a new Chairman from their number for either a full new term or for the balance of the term of the vacating Chairman.
- b. In the event of a vacancy occurring in the position of Deputy- Chairman, at the next meeting of the Board the Board shall appoint a new Deputy-Chairman from their number for either a full new term or for the balance of the term of the vacating Deputy-Chairman.
- c. If any Office Bearer is temporarily absent or temporarily unable to perform his or her duties, the Board may authorise another Director to act in the vacant position during the absence or inability of the Office Bearer.
- d. Nothing in **clause 36** permits any person to simultaneously hold more than one position of Office Bearer.

POWERS AND DUTIES OF DIRECTORS

37 Duties of Directors

- a. Each Director is subject to, and shall comply at all times with, the duties set out in Governance Standard 5 in section 45.25 of the ACNC Regulation.
- b. In accordance with Governance Standard 4 in section 45.20 of the ACNC Regulation, the Board will take reasonable steps to ensure that the Board does not at any time include a Director who is disqualified from managing a corporation under the Corporations Act or from being a responsible entity under subsection 45.20(4) of the ACNC Regulation.

38 Powers of Directors

- a. The control, management and conduct of the Company shall be vested in the Board and it shall exercise all such powers of the Company as are not by the Corporations Act, the ACNC Act, the ACNC Regulation or by this Constitution required to be exercised in any other manner.
- b. If the Company has only one (1) Member, a Director is, pursuant to section 187 of the Corporations Act, taken to have acted in good faith in the best interests of the Company even if that Director is acting in the best interests of that Member, if the following conditions are satisfied:
 - (i) the Director acts in good faith in the best interests of that

- Member; and
- (ii) the Company is not insolvent at the time the Director acts and does not become insolvent because of the Director's act.

39 Negotiable Instruments

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, all requests or arrangements for electronic fund transfers and all receipts for money paid to the Company shall be signed, draw, accepted, endorsed or otherwise executed as the case may be by two (2) people authorised by resolution of the Board. The Board may authorise:

- a. a Director(s);
- b. the Secretary;
- c. the chief executive officer of the Company; or
- d. another staff member of the Company,

to sign such instruments.

40 Conferment of Powers

- a. The Board may from time to time confer upon any Director for the time being or any other person as they may select such of the powers exercisable under this Constitution by the Board as it may think fit for such time and to be exercised for such purposes and on such terms and conditions and with such restrictions as it may think expedient.
- b. Powers conferred under this **clause 40** may be exercised concurrently with the powers of the Board in that regard and the Board may from time to time withdraw, revoke or vary all or any of such powers.

DIRECTORS' DISCLOSURE OF INTEREST

41 Contracts

- a. The Company may enter into contracts or arrangements with other companies or bodies in which a Director has an interest, provided it does so according to the usual commercial terms and conditions which apply to such contracts or arrangements.
- b. Any interest of a Director shall be dealt with in accordance with the relevant legislation, being either:
 - (i) the Corporations Act; or
 - (ii) the ACNC Regulation,which shall include disclosing an interest and having the Secretary record all declarations in the minutes of the relevant meeting.
- c. Subject to **clause 41b**, a Director who has an interest in a contract or arrangement made by the Company and has disclosed this interest to the Board may:

- (i) not be present while the matter is being considered at a meeting;
 - (ii) not vote on the matter;
 - (iii) still be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
 - (iv) not sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
 - (v) not vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
- d. A Director's failure to make disclosure under this **clause 41** does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest.
- e. A general notice given to the Board by a Director that the Director is an officer, a member of, or otherwise interested in any specified corporation or firm, stating the nature and the extent of the Director's interest in the corporation or firm shall, in relation to any matter involving the Company and that corporation or firm after the giving of the notice, be a sufficient disclosure of the Director's interest, provided that the extent of the interest is no greater at the time of first consideration of the relevant matter by the Board than was stated in the notice.

PROCEEDINGS OF DIRECTORS

42 Meetings of Directors

- a. The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as it thinks fit, provided that the Board shall meet not fewer than six (6) times each calendar year.
- b. A Director may at any time, and the Secretary upon the request of a Director shall, convene a meeting of the Board by giving at least twenty-four (24) hours' notice of the meeting to all Directors, provided that the Director or Secretary shall have used their best endeavours to ensure that the notice was properly served and received.
- c. Notice of a meeting of the Board need not be in writing.
- d. Subject to **clause 42e**, a Board meeting may be convened or held using any technology consented to by a majority of Directors. The consent may be a standing one. A Director may withdraw consent to the use of a particular technology within a reasonable time period before a Board meeting.
- e. The particular technology used to convene or hold a Board meeting, pursuant to **clause 42d**, shall be available and accessible to all

Directors who wish to attend the Board meeting.

- f. All resolutions of the Directors passed at a meeting of the Board where a quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such resolution, shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors. Attendance by a Director at a meeting of Directors waives any objection which that Director may have to a failure to give notice of the meeting.

43 Quorum

- a. A quorum of Directors Present shall be present at all times during a Board meeting. No business may be transacted during an inquorate period of the meeting.
- b. A majority of the total number of Directors shall constitute a quorum for all Board meetings.
- c. A Director who is disqualified from voting on a matter pursuant to **clause 41c** due to not obtaining the consent of the Board shall be counted in the quorum despite that disqualification.

44 Chairman

- a. The Chairman of the Board shall be the Chairperson for all meetings of the Board.
- b. If a meeting of Board is held and the Chairman is:
 - (i) not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
 - (ii) if present, does not wish to chair the meeting,then the Deputy-Chairman shall be the Chairperson. If the Deputy-Chairman is:
 - (iii) not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
 - (iv) if present, does not wish to chair the meeting,then the other Directors Present shall elect one of their number to be the Chairperson of the meeting.

45 Voting

- a. A resolution of the Board shall be passed by a majority of votes of the Directors Present at the meeting who vote on the resolution. A resolution passed by a majority of the votes cast by the Directors Present will for all purposes be taken to be a determination of the Board.
- b. Each Director shall be entitled to one (1) vote in a resolution of the Board.
- c. In case of an equality of votes at a meeting of the Board, the Chairperson may exercise a casting vote in addition to a deliberative

vote.

46 Resolutions by Directors

- a. The Board may pass a resolution without a Board meeting being held if a majority of the total number of Directors sign a document containing a statement that they are in favour of the resolution set out in that document. For this purpose, signatures can be contained in more than one (1) document.
- b. A facsimile transmission which is received by the Company and which purports to have been signed by a Director shall for the purposes of this **clause 46** be taken to be in writing and signed by that Director at the time of the receipt of the facsimile transmission by the Company in legible form.
- c. An email transmission which is received by the Company and which purports to have been sent by a Director shall for the purposes of this **clause 46** be taken to be in writing and signed by that Director at the time of the receipt of the email transmission by the Company.
- d. A vote made by a Director using an online voting platform operated or commissioned by the Company shall for the purposes of this **clause 46** be taken to be in writing and signed by that Director at the time the vote was received by the online voting platform.

47 Committees

- a. The Board may form and delegate any of its powers to a Committee consisting of such Directors and/or other persons as it thinks fit and may from time to time revoke such delegation.
- b. The Board has the power to require any Committee to have all decisions made by that Committee ratified by the Board.
- c. A Committee shall in exercise of the powers delegated to it conform to any directions and restrictions that may be imposed on it by the Board. A power so exercised shall be taken to be exercised by the Board.
- d. The meetings and proceedings of any Committee consisting of more than one
(1) person will be governed by the provisions for regulating the meetings and proceedings of the Board contained in this Constitution.
- e. A minute of all the proceedings and decisions of every Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Corporations Act, notwithstanding section 111L, and this Constitution to be made entered and signed. A copy of such Committee minutes shall be tabled at the next Board meeting.

48 Validation of Acts of Directors

All acts done:

- a. at any meeting of the Board; or

- b. by any person acting as a Director,
shall, even if it is discovered afterwards that there was a defect in the appointment or continuance in office of any such Director or person or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had continued in office and was duly qualified to be a Director and had been entitled to vote.

MINUTES

49 Minutes

- a. The Board shall cause minutes to be kept in such a manner as is required by the Corporations Act for the purposes of recording:
 - (i) the names of the Directors Present at each meeting of the Board and of Directors Present at each meeting of any Committee;
 - (ii) all orders, resolutions and proceedings of general meetings and of meetings of the Board and of Committees; and
 - (iii) such matters as are required by the Corporations Act or the ACNC Act or the ACNC Regulation to be recorded in the record books of the Company including without limitation all declarations made or notices given by any Director of his or her interest in any contract or proposed contract or the holding of any office or property whereby any conflict of duty or interest may arise.
- b. Such minutes shall be signed by the Chairperson of the meeting, or the Chairperson of the next succeeding meeting and minutes which purport to be signed accordingly shall be received in evidence without any further proof as sufficient evidence that the matters and things recorded by such minutes actually took place or happened as recorded and of the regularity of such matters and things and that the same took place at a meeting duly convened and held.

SECRETARY

50 Appointment and Tenure

- a. There shall be at least one Secretary appointed by the Board, for a term and on conditions determined by the Board.
- b. The Board may remove any Secretary so appointed.

BY-LAWS

51 By-Laws

- a. The Board may from time to time make such By-Laws as are in its opinion necessary and desirable for the proper control, administration and management of the Company's affairs, operations, finances,

interests, effects and property and to amend and repeal those By-Laws from time to time.

- b. A By-Law shall be subject to this Constitution and shall not be inconsistent with any provision contained in this Constitution.
- c. When in force, a By-Law is binding on all Members and has the same effect as this Constitution.
- d. Subject to clause 51e, the Board will adopt such measures as it deems appropriate to bring to the notice of Members all By-Laws, amendments and repeals.
- e. The Board will provide Members with reasonable notice of any proposed changes to the By-Laws regarding the eligibility requirements for Membership classes before the changes are implemented.

EXECUTION OF DOCUMENTS

52 Execution of Documents

- a. Without limiting the manner in which the Company may execute any contract, including as permitted under section 126 of the Corporations Act, the Company may execute any agreement, deed or other document by:
 - (i) two (2) Directors signing the same; or
 - (ii) one (1) Director and one (1) Secretary signing the same.
- b. Nothing in this Constitution requires the Company to execute any agreement, deed or other document under common seal for the same to be effectively executed by the Company.

ACCOUNTS AND INSPECTION OF RECORDS

53 Accounts and Inspection

The Board shall:

- a. cause proper financial records to be kept and shall, if required by the ACNC Act or the ACNC Regulation, prepare and distribute copies of the financial reports of the Company and a Directors' report;
- b. where required by the ACNC Act, cause the financial records to be audited or reviewed by a properly qualified auditor or other entity authorised by the ACNC Act; and
- c. from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them will be open to the inspection of Members.

NOTICES

54 Service of Notices

- a. A notice may be given by the Company to any Member by:
 - (i) serving it on the Member personally;
 - (ii) sending it by post to the Member or leaving it at the Member's address shown in the Register or otherwise the address supplied by the Member to the Company for the giving of notices;
 - (iii) facsimile to the facsimile number supplied by the Member to the Company for the giving of notices; or
 - (iv) sending it to the electronic address supplied by the Member to the Company for the giving of notices.
- b. Any Member who has not left at or sent to the Office his or her place of address for inclusion in the Register as the place at which notices may be given to the Member shall not be entitled to receive any notice.
- c. Where a notice is sent by post, service of the notice shall be taken to be effected by properly addressing, prepaying and posting a letter containing the notice and shall be deemed to have been effected on the second day after the date of posting. Service of a notice to a Member outside Australia shall be deemed to have been made in the ordinary course of the post.
- d. Where a notice is sent by facsimile or other electronic means, service of the notice shall be taken to be effected by properly addressing and sending the notice and in such case shall be taken to have been effected on the business day after it is sent.
- e. A notice may be given by the Company to the persons entitled to a share in consequence of the death, lunacy or bankruptcy of a Member by:
 - (i) service on the Member personally;
 - (ii) sending it by post addressed to the person by name or by the title of the representative of the deceased or lunatic or the assignee of the bankrupt or by any like description at the address, if any, within Australia, supplied for the purpose by the person claiming to be entitled;
 - (iii) by giving the notice in any manner in which the same might have been given if the death, lunacy or bankruptcy had not occurred.
- f. Evidence of service of a notice may be established by proving that the envelope containing the notice and stamped appropriately was properly posted and a certificate given by any Officer of the Company to that effect shall be conclusive evidence of service.

WINDING UP

55 Service of Notices

- a. Subject to **clause 55c** and **clause 55e**, if any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to another institution(s) or corporation(s) which has:
- (i) objects which are similar to the Objects;
 - (ii) a constitution which requires its income and property to be applied in promoting its objects;
 - (iii) a constitution which prohibits it from paying or distributing its income and property amongst its Members to an extent at least as great as imposed on the Company by **clause 5.3b**; and
 - (iv) which is endorsed as a DGR.
- b. The identity of the corporation(s) or institution(s) referred to in **clause 55a** is to be determined:
- (i) by the Board; or
 - (ii) if the Board does not decide or does not wish to decide, then by the Members,
- in writing at or before the time of dissolution and failing such determination being made, by application to the Supreme Court of Victoria for determination.
- c. Notwithstanding **clauses 55a** and **55b**, in respect of the property described in Certificates of Title Volume 8215 Folio 459, Volume 8272 Folio 235, Volume 8679 Folio 768, Volume 8378 Folio 839 and Volume 10350 Folio 538 (being the land at 90 Station Lake Road Lara, Victoria), if the property forms part of the surplus remaining following the winding up of the Company:
- (i) If the Brotherhood of St Laurence is in existence and meets the requirements of **clauses 55a(i) to 55a(iv)**, then the Brotherhood of St Laurence shall be the recipient or transferee of the property;
 - (ii) If the Brotherhood of St Laurence does not meet the requirements of **clauses 55a(i) to 55a(iv)**, then the recipient or transferee of the property shall be an organisation that the Brotherhood of St Laurence directs, so long as it satisfies the requirements of **clauses 55a(i) to 55a(iv)**; and
 - (iii) If the Brotherhood of St Laurence is no longer in existence, or if the Brotherhood fails to determine an eligible organisation pursuant to **clause 55c(ii)**, then the recipient or transferee of the property shall be determined pursuant to **clause 55b**.
- d. In the event that the Company ever has its endorsement as a DGR revoked, the Company shall transfer all remaining gifts, deductible contributions and any money received in respect of such gifts and

- contributions to another DGR, such DGR to be determined by the Board, or failing the Board, the Members, and failing such determination being made by either the Board or the Members, by application to the Supreme Court of Victoria for determination.
- e. If a Member is an institution or corporation and satisfies the requirements in **clauses 55a(i) to 55a(iv)**, it may receive the surplus under **clause 55a, 55c or 55d**.
 - f. **Clause 55c** shall only be altered with the prior written consent of the Board of the Brotherhood of St Laurence.

INDEMNITY

56 Indemnity

To the extent permitted by law every Officer (and former Officer) of the Company shall be indemnified out of the funds of the Company against all costs, expenses and liabilities incurred as such an Officer or employee (or former Officer or employee). However, no such Officer (or former Officer) shall be indemnified out of the funds of the Company under this clause unless:

- a. it is in respect of a liability to another person (other than the Company or a related Body Corporate to the Company) where the liability to the other person does not arise out of conduct involving a lack of good faith; or
- b. it is in respect of a liability for costs and expenses incurred:
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Officer (or former Officer) or in which the Officer (or former Officer) is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the Officer (or former Officer) under the Corporations Act.

57 Payment of Indemnity Policy Premium

- a. To the extent permitted by law the Company may at the discretion of the Board enter into and/or pay a premium in respect of a policy of insurance insuring an Officer (or former Officer) of the Company against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:
 - (i) a liability arising out of conduct involving a wilful breach of duty in relation to the Company; or
 - (ii) a liability arising out of conduct that contravenes the governance standards in sections 45.5 to 45.25 of the ACNC Regulation.
- b. The Board shall have the discretion to approve the terms and conditions of any such policy of insurance.
- c. Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his or her actions or

omissions then the Company shall not be required to indemnify the Officer under **clause 56** except to the extent that the indemnity affected by the insurance policy does not fully cover the person's liability.

58 Indemnity to Continue

The indemnity granted by the Company contained in **clauses 56** and **57** shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring prior to the date of the deletion or modification.

Annexure A Form of Appointment of Proxy

Karingal St Laurence Limited
(incorporated under the *Corporations Act 2001*)

PROXY FORM

1. Your details

(Please print your name and address)

Name of Member/Representative:

ACN/ABN (if applicable):

Address:

City:

State:

Postcode:

Telephone:

2. Appoints

Name:

(Please print name of proxy)

or failing the person so named, or if no person is named, the **Chairperson of the Meeting** to vote in accordance with the following directions or, if no directions have been given, as the proxy or the Chairperson sees fit at the (Annual) General Meeting of Karingal St Laurence Limited to be held on *[insert date]* commencing at *[insert time]* and at any adjournment thereof.

3. Directions

4. Signature

5. Date