# Constitution

## Comm Unity Plus Services Ltd

### A Company limited by guarantee

Dated: 12 November 2025

Ref: TK:VT:1142627

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# Constitution

## Preliminary

### 1. Name of the company

The name of the company is:

Comm Unity Plus Services Ltd.

### 2. Type of company

The Company is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a charity.

### 3. Limited liability of Members

The liability of Members is limited to the amount of the guarantee in clause 4.

### 4. The Guarantee

Each Member must contribute an amount of not more than $10.00 (the **Guarantee**) to the Company if the Company is wound up while the Member is a Member, or within 12 months after they stop being a Member, and this contribution is required to pay for the:

(a) debts and liabilities of the Company incurred before the Member stopped being a Member, or

(b) costs of winding up.

### 5. Definitions

In this Constitution, words and phrases have the meaning set out in clauses 77 and 79.

# Charitable purposes and powers

## 6. Purposes

6.1 The Company is a non-profit organisation.

6.2 The primary purposes of the Company (**Purposes**) are to:

(a) provide services, programs and support across the areas of community building, community education, community legal and family services;

(b) help people, families and communities rich in cultural diversity, and people, families and communities most in need, by unlocking pathways to connection, learning, work and justice;

(c) provide community services with a focus on engagement, inclusion and development that strengthens the community and promotes social cohesion;

(d) provide community educational services in our communities, to improve people's community connections and access to further education and employment;

(e) provide community legal services, prioritising access and support for people experiencing significant and/or intersecting forms of vulnerability and disadvantage, to reduce the level of unmet need and improve people's agency;

(f) deliver family support and children's services which prioritise child safety, promote social justice and fairness, help people navigate complex and intersecting family and relationship issues, and enhance family relationships in all their diversity, leading to better life outcomes;

(g) deliver programs that empower people, families and communities through self-determination;

(h) provide accessible, welcoming and safe environments for people to engage with the Company, and access services and resources most relevant to their needs; and

(i) work in cooperation with other organisations whose purposes are complementary to those of the Company, to help shape a more integrated community sector to better support our communities people, families and communities.

6.3 In pursuing its Purposes, the Company will do all things the Directors consider to be conducive of doing so, including, but not limited to:

(a) establishing, operating, supporting, or participating in, any program, service, or activity;

(b) collaborating and co-operating with other entities (including not-for-profit, for purpose, and for-profit) to pursue the Company's Purposes, including by providing resources and/or services to those entities;

(c) making applications, tenders for, and receiving funds from:

  (i) Government pursuant to program funding from time to time; or

  (ii) any other funding made available by the Federal Government, State Government, Local Government; or

  (iii) any other funding organisation

  and outlaying and applying such funding in accordance with any relevant conditions;

(d) providing training, consultancy, research assistance and advice to any individual or entity;

(e) developing enterprise ventures that may enhance the objects of the Company, including any social enterprise;

(f) providing financial assistance to individuals, where this advances the Purposes of the Company and is consistent with relevant tax and charitable endorsements held by the Company;

(g) managing, promoting, and developing the Company;

(h) dealing with, assisting, and making representation to all the various committees, bodies, institutions, associations, and companies that deal with the training for employment of persons in Australia;

(i) subscribing to, or becoming a member of, any other association, club, or organisation, whether incorporated or not;

(j) making distributions or donations of the income or assets of the Company to other entities, where this advances the Purposes of the Company and is consistent with relevant tax and charitable endorsements held by the Company; and

(k) doing all such other things as may be incidental to the attainment of the objects of the Company.

## 7. Powers

Subject to clause 8, the Company has the following powers, which may only be used to carry out its Purposes as set out in clause 6:

(a) the powers of an individual, and

(b) all the powers of a company limited by guarantee under the Corporations Act.

## 8. Not-for-profit

The Company must not distribute any income or assets directly or indirectly to its Members or Directors, except as provided in clause 8.1.

8.1 Clause 0 does not stop the Company from doing the following things, provided they are done in good faith:

(a) paying a Member or Director for goods or services they have provided to the Company, other than as a Member or Director (as relevant), provided that the amount paid to the Member or Director is equal to or less than the amount that would be reasonable in the circumstances, if the Member or Director was dealing at arm's length with the Company;

(b) reimbursing a Member or Director for expenses properly incurred on behalf of the Company for the Purposes;

(c) paying a Member or Director interest on money borrowed by the Company and rent for premises let to the Company, where:

(i) the interest or rent has the prior approval of the Board; and

(ii) the amount payable is not more than an amount that would be reasonable in the circumstances, if the Company and the member or director (as relevant) were dealing at arm's length,

provided that any such payment to a Director must comply with clause 8.2.

8.2 The Company must not make any payment to a Director for services rendered by that Director to the Company unless:

(a) the provision of those services has the prior consent of the Board;

(b) the amount payable is on reasonable commercial terms; and

(c) the payment is approved in writing by the Board, subject always to section 195 of the Corporations Act.

8.3 This clause 8 does not prohibit indemnification, or payment, of premiums on contracts of insurance for any Director to the extent permitted by law and this Constitution.

## 9. Amending the Constitution

9.1 Subject to clause 9.2, the Members may amend this Constitution by passing a Special Resolution.

9.2 The Members must not pass a Special Resolution that amends this Constitution if passing it causes the Company to cease being a charity.

# Members

## 10. Membership and register of Members

10.1 The Members of the Company are:

(a) the Initial Members; and

(b) any other person the Directors allow to be a member, in accordance with this Constitution,

unless they have ceased to be Members.

10.2 The Company must establish and maintain a register of Members. The register of Members must be kept by the Company Secretary in physical or electronic form (or both) and must contain:

(a) for each current Member:

(i) their name

(ii) their address

(iii) any alternative address nominated by the Member for the service of notices, and

(iv) the date the Member was entered on to the register.

(b) for each person who stopped being a Member in the last 7 years:

(i) their name

(ii) their address

(iii) any alternative address nominated by the Member for the service of notices, and

(iv) the dates the Membership started and ended.

10.3 The Company must give current Members access to the register of Members. Members may inspect the register between the hours of 9am and 5pm on any Business Day. No amount may be charged for inspection.

10.4 Information that is accessed from the register of Members must only be used in a manner relevant to the interests or rights of Members.

10.5 Any dispute that arises in relation to the register must be referred to the Board, whose decision will be final and binding on all Members.

## 11. Eligibility and classes of Members

11.1 A Member must be a natural person.

11.2 The Board may by ordinary resolution:

(a) create eligibility criteria for Membership; and

(b) propose one or more classes of Membership, specifying:

(i) the qualification for Membership of the class; and

(ii) rights and obligations of Members of the class,

and the Company may, by Special Resolution, adopt the class so proposed.

11.3 Upon adopting or changing a class of Membership, the Directors may allocate each existing and new Member into the appropriate class of Member.

## 12. Fees

12.1 The Directors may determine the Membership fee or any other fee payable by Members for a particular period. In determining the fee, the Directors may provide for different fees for different Members, based on such factors as the type of entity or group or other factors which, in the view of the Directors, justify differential fees.

12.2 The Board must give Members not less than one month's notice of any change to the fees.

12.3 If a Member fails to pay the fees prescribed by the Board (if any) pursuant to clause 12.1 within 2 months of such fees becoming due and payable and fails to rectify that default within one month of being given notice to do so, then upon the expiration of the period of notice, the Member will cease to be a Member.

## 13. Who can be a Member

13.1 A person who:

(a) is invited in writing by the Board to become a Member; and

(b) supports the Purposes of the Company,

is eligible to apply to become a Member of the Company under clause 14.

13.2 In this clause, ‘person’ means a natural person.

13.3 The Board must invite each Director to become a Member of the Company.

13.4 On receipt of an invitation from the Board pursuant to clause 13.3, a Director must apply to become a Member of the Company.

## 14. How to apply to become a Member

A person (as defined in clause 13.2) may apply to become a Member of the Company by writing to the Company Secretary stating that they:

(a) want to become a Member

(b) support the Purposes of the Company, and

(c) agree to comply with the Company’s Constitution, including paying the Guarantee under clause 4 if required.

## 15. Directors decide whether to approve Membership

15.1 The Directors must consider an application for Membership within a reasonable time after the Company Secretary receives the application.

15.2 Where a Director has applied to become a Member, the Board must approve that application.

15.3 If the Directors approve an application, the Company Secretary must as soon as possible:

(a) enter the new Member on the register of Members, and

(b) write to the applicant to tell them that their application was approved, and the date that their Membership started (see clause 16).

15.4 If the Directors reject an application, the Company Secretary must write to the applicant as soon as possible to tell them that their application has been rejected without having to give reasons.

15.5 For the avoidance of doubt, the Directors may approve an application even if the application does not state the matters listed in clauses 14(a), 14(b) or 14(c). In that case, by applying to be a Member, the applicant agrees to those three matters.

## 16. When a person becomes a Member

Other than Initial Members, an applicant will become a Member when they are entered on the register of Members.

## 17. Membership not transferable

Membership may not be transferred to another person.

## 18. Membership Term

18.1 A person may only remain a Member for their Membership Term. At the end of their Membership Term, a person will stop being a Member.

18.2 At the end of a person's Membership Term, subject to clause 13.1, they may re-apply to become a Member. In the event the Board approves this application, that person's Membership Term will be for a further period of 24 months from the date of such approval.

18.3 For the avoidance of doubt, subject to clause 13.1, there are no limits on the number of times a person may apply or re-apply to become a Member.

## 19. When a person stops being a Member

A person immediately stops being a Member if they:

(a) die;

(b) become of unsound mind or become liable to be dealt with in any way under the law relating to mental health and the Board resolves that the person should cease to be a Member;

(c) are convicted of an indictable offence;

(d) become bankrupt;

(e) resign, by giving written notice to the Company;

(f) cease to be a Member under clause 12.3;

(g) are expelled under clause 22;

(h) come to the end of their Membership Term; or

(i) have not responded within three months to a written request from the Company Secretary that they confirm in writing that they want to remain a Member.

## 20. Removal from the register

20.1 Where a person ceases to be a Member, their name must be removed from the register.

20.2 Upon the removal of a person's name from the register:

(a) the person will forfeit all rights and privileges attaching to Membership and all rights which the person may have against the Company arising out of Membership; and

(b) the Company will have no liability to such person in respect of the removal from the register.

20.3 Any person who ceases to be a Member remains liable for:

(a) any moneys which may be owing to the Company; and

(b) in the case of the Company being wound up within one year of the date of cessation of Membership, the relevant contribution under clause 4.

# Dispute resolution and disciplinary procedures

## 21. Dispute resolution

21.1 Any dispute that arises under this Constitution must be referred to the Board, whose decision will be final and binding on all Members and Directors.

## 22. Disciplining Members

22.1 In accordance with this clause, the Directors may resolve to warn, suspend or expel a Member from the Company if the Directors consider that:

(a) the member has breached this Constitution; or

(b) the Member has engaged in conduct detrimental to the interests of the Company.

22.2 At least one month before the Directors' meeting at which a resolution under clause 22.1 will be considered, the Company Secretary must notify the Member in writing:

(a) that the Directors are considering a resolution to warn, suspend or expel the Member;

(b) that this resolution will be considered at a Directors' meeting and the date of that meeting;

(c) what the Member is said to have done or not done;

(d) the nature of the resolution that has been proposed, and

(e) that the Member may provide an explanation to the Directors, and details of how to do so.

22.3 Before the Directors pass any resolution under clause 22.1, the Member must be given a chance to explain or defend themselves by:

(a) sending the Directors a written explanation before that Directors' meeting; and/or

(b) speaking at the meeting.

22.4 After considering any explanation under clause 22.3, the Directors may:

(a) take no further action; or

(b) by resolution passed by at least 75% of the Directors (other than any Director on a leave of absence approved by the other Directors) entitled to vote on the resolution:

(i) warn the Member;

(ii) suspend the Member's rights as a Member for a period of no more than 12 months;

(iii) expel the Member;

(iv) refer the decision to an unbiased, independent person on conditions that the Directors consider appropriate (however, the person can only make a decision that the Directors could have made under this clause); or

(v) require the matter to be determined at a General Meeting.

22.5 The Company Secretary must give written notice to the Member of the decision under clause 22.4 as soon as possible.

22.6 There will be no liability for any loss or injury suffered by the Member as a result of any decision made in good faith under this clause 22.

# General meetings of Members

## 23. General Meetings called by Directors

23.1 The Directors may call a General Meeting.

23.2 If Members with at least 5% of the votes that may be cast at a General Meeting make a written request to the Company for a General Meeting to be held, the Directors must:

(a) within 21 days of the Members' request, give all Members notice of a General Meeting; and

(b) hold the General Meeting within 2 months of the Members' request.

23.3 The percentage of votes that Members have (in clause 23.2) is to be worked out as at midnight before the Members request the meeting.

23.4 The Members who make the request for a General Meeting must:

(a) state in the request any resolution to be proposed at the meeting;

(b) sign the request; and

(c) give the request to the Company.

23.5 Separate copies of a document setting out the request may be signed by Members if the wording of the request is the same in each copy.

## 24. General Meetings called by Members

24.1 If the Directors do not call the meeting within 21 days of being requested under clause 23.2, 50% or more of the Members who made the request may call and arrange to hold a General Meeting.

24.2 To call and hold a meeting under clause 24.1 the Members must:

(a) as far as possible, follow the procedures for General Meetings set out in this Constitution;

(b) call the meeting using the list of Members on the Company's Member Register, which the Company must provide to the Members making the request at no cost, and

(c) hold the General Meeting within three months after the request was given to the Company.

24.3 The Company must pay the Members who request the General Meeting any reasonable expenses they incur because the Directors did not call and hold the meeting.

## 25. Annual General Meeting

25.1 A General Meeting, called the Annual General Meeting, must be held:

(a) within 18 months after registration of the Company; and

(b) after the first Annual General Meeting, at least once in every calendar year and within 5 months of the end of each financial year.

25.2 Even if these items are not set out in the notice of meeting, the business of an Annual General Meeting may include:

(a) a review of the Company's activities, including consideration of the Director's report;

(b) a review of the Company's finances, including consideration of the annual financial report;

(c) any Auditor's report;

(d) the election of Directors; and

(e) the appointment and payment of Auditors, if any.

25.3 Before or at the Annual General Meeting, the Directors must give information to the Members on the Company's activities and finances during the period since the last annual general meeting.

25.4 The chairperson of the Annual General Meeting must give Members as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the Company.

## 26. Extraordinary Meeting

The Board may convene an Extraordinary Meeting at such time and place as the Board thinks fit, but such Extraordinary Meeting must be convened in accordance with this Constitution and the Corporations Act. Members may also convene an Extraordinary Meeting, but only in accordance with this Constitution and the Corporations Act.

## 27. Notice of General Meetings

27.1 Notice of a General Meeting must be given to:

(a) each Member entitled to vote at the meeting;

(b) each Director; and

(c) the Auditor (if any).

27.2 Notice of a General Meeting must be provided in writing at least 21 days before the meeting.

27.3 Subject to clause 27.4, notice of a General Meeting may be provided less than 21 days before the meeting if:

(a) for an Annual General Meeting, all the Members entitled to attend and vote at the Annual General Meeting agree beforehand; or

(b) for an Extraordinary General Meeting, Members with at least 95% of the votes that may be cast at the meeting agree beforehand.

27.4 Notice of a General Meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:

(a) remove a Director;

(b) appoint a Director in order to replace a Director who was removed; or

(c) remove an Auditor.

27.5 Notice of a General Meeting must include:

(a) the place, date and time for the meeting (or if the meeting is to be held in two or more places, or wholly-virtually, the technology that will be used to facilitate this);

(b) the general nature of the meeting's business;

(c) if applicable, that a Special Resolution is to be proposed and the words of the proposed resolution;

(d) a statement that Members have the right to appoint proxies and that, if a Member appoints a proxy:

(i) the proxy does not need to be a Member of the Company;

(ii) the proxy form must be delivered to the Company at its Registered Office or the address (including an electronic address) specified in the notice of the meeting; and

(iii) the proxy form must be delivered to the Company at least 48 hours before the meeting.

27.6 If a General Meeting is adjourned for one month or more, the Members must be given new notice of the resumed meeting.

## 28. Failure to receive notice

28.1 Subject to the provisions in the Corporations Act, the accidental omission to give notice of a General Meeting to any Member or the non-receipt of such notice by any Member does not invalidate any resolution passed at, or proceeding of, that meeting.

28.2 A Member's attendance at a General Meeting waives any objection that the Member may have to:

(a) a failure to give notice, or to the giving of a defective notice, of a General Meeting unless, at the beginning of the meeting, the Member objects to the holding of the meeting; and

(b) the consideration of a particular matter at the meeting which is not within the business referred to in the notice of the meeting,

## 29. Quorum at General Meetings

29.1 For a General Meeting to be held, at least the greater of 6Members or 20% of the Membership (which must include at least a simple majority of the current number of Directors) must be present (in person or by proxy) for the whole meeting. When determining whether a quorum is present, a person may only be counted once (even if that person is a proxy of more than one member).

29.2 No business may be conducted at a General Meeting if a quorum is not present.

29.3 If there is no quorum present within 30 minutes after the starting time stated in the notice of General Meeting:

(a) if convened on the requisition of Members, the meeting will be dissolved; and

(b) in any other case, the meeting is adjourned to the date, time and place that the chairperson specifies. If the chairperson does not specify one or more of those things, the meeting is adjourned to:

(i) if the date is not specified – the same day in the next week;

(ii) if the time is not specified – the same time; and

(iii) if the place is not specified – the same place.

29.4 If no quorum is present at the resumed meeting within 15 minutes after the starting time set for that meeting, the Members present will be a quorum.

## 30. Auditor's right to attend meetings

30.1 The Auditor (if any) is entitled to attend any General Meeting and to be heard by the Members on any part of the business of the Meeting that concerns the Auditor in the capacity of Auditor. This will be the case even if the Auditor retires at that meeting or a resolution to remove the Auditor from office is passed at that meeting.

30.2 The Company must give the Auditor (if any) any communications relating to the General Meeting that a Member of the Company is entitled to receive.

## 31. Appointment by Directors of Attorney

31.1 The Directors may at any time, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as they may think fit. Any such powers of attorney may:

(a) contain such provisions for the protection of and convenience of persons dealing with any such attorney as the Directors think may fit; and

(b) authorise any such attorney to delegate all or any of the powers, authorities and discretion vested in the attorney.

## 32. Using technology to hold meetings

32.1 The Company may hold a General Meeting:

(a) at one or more physical venues;

(b) at one or more physical venues and using virtual meeting technology; or

(c) using virtual meeting technology only,

provided that any technology used gives the Members as a whole a reasonable opportunity to participate, including to hear and be heard.

32.2 Anyone using this technology is taken to be present in person at the meeting.

32.3 All provisions of this Constitution relating to General Meetings apply, as far as they can and with any necessary changes, to General Meetings by virtual meeting technology.

## 33. Chairperson for General Meetings

33.1 The Chair is entitled to act as chairperson of General Meetings. In the Chair's absence, the Deputy Chair will preside as the chairperson at every general meeting.

33.2 The Members present and entitled to vote at a General Meeting may choose a Director to be the chairperson for that meeting if:

(a) there is no Chair or Deputy Chair; or

(b) neither the Chair nor the Deputy Chair is present within 15 minutes after the starting time set for the meeting; or

(c) the Chair and Deputy Chair are present but say they do not wish to act as chairperson of the meeting.

33.3 If no Director is present or if all Directors present say they do not wish to act as chairperson of the meeting, then those Members present and entitled to vote will choose a Member who is present to be the chairperson for the meeting.

## 34. Role of the chairperson

34.1 The chairperson is responsible for the conduct of the General Meeting, and for this purpose must give Members a reasonable opportunity to make comments and ask questions (including to the Auditor (if any)).

34.2 The chairperson does not have a casting vote.

## 35. Adjournment of meetings

35.1 If a quorum is present, a General Meeting:

(a) may be adjourned to another time or place (or both) by the chairperson, if a majority of Members present consent to the adjournment; and

(b) must be adjourned if a majority of Members present direct the chairperson to adjourn it to another time or place (or both).

35.2 Only unfinished business may be dealt with at a meeting resumed after an adjournment.

35.3 Where a General Meeting is adjourned for one month or more, a new notice of the adjourned meeting must be given.

# Members’ resolutions and statements

## 36. Members' resolutions and statements

36.1 Members with at least 5% of the votes that may be cast on a resolution may give:

(a) written notice to the Company of a resolution they propose to move at a General Meeting (**Members’ Resolution**); and/or

(b) a written request to the Company that the Company give all of its Members a statement about a proposed resolution or any other matter that may properly be considered at a General Meeting (**Members’ Statement**).

36.2 A notice of a Members’ resolution must set out the wording of the proposed resolution and be signed by the Members proposing the resolution.

36.3 A request to distribute a Members’ Statement must set out the statement to be distributed and be signed by the Members making the request.

36.4 Separate copies of a document setting out the notice or request may be signed by Members if the wording is the same in each copy.

36.5 The percentage of votes that Members have (as described in clause 36.1) is to be worked out as at midnight before the request or notice is given to the Company.

36.6 If the Company has been given notice of a Members' Resolution under clause 36.1(a), the resolution must be considered at the next General Meeting held more than two months after the notice is given.

36.7 This clause does not limit any other right that a Member has to propose a resolution at a General Meeting.

## 37. Company must give notice of proposed resolution or distribute statement

37.1 If the Company has been given a notice or request under clause 36:

(a) in time to send the notice of proposed Members’ Resolution or a copy of the Members' Statement to Members with a notice of meeting, it must do so at the Company’s cost; or

(b) too late to send the notice of proposed Members’ Resolution or a copy of the Members' Statement to Members with a notice of meeting, then the Members who proposed the resolution or made the request must pay the expenses reasonably incurred by the Company in giving Members notice of the proposed Members’ Resolution or a copy of the Members' Statement. However, at a General Meeting, the Members may pass a resolution that the Company will pay these expenses.

37.2 The Company does not need to send the notice of proposed Members’ Resolution or a copy of the Members' Statement to Members if:

(a) it is more than 1,000 words long;

(b) the Directors consider it may be defamatory;

(c) clause 37.1(b) applies, and the Members who proposed the resolution or made the request have not paid the Company enough money to cover the cost of sending the notice of the proposed Members’ Resolution or a copy of the Members' Statement to Members; or

(d) in the case of a proposed Members’ Resolution, the resolution does not relate to a matter that may be properly considered at a General Meeting or is otherwise not a valid resolution able to be put to the Members.

## 38. Circular resolutions of Members

38.1 Subject to clause 38.3, the Directors may put a resolution to the Members to pass a resolution without a General Meeting being held (a **circular resolution**).

38.2 The Directors must notify the Auditor (if any) as soon as possible that a circular resolution has or will be put to Members and set out the wording of the resolution.

38.3 Circular resolutions cannot be used:

(a) for a resolution to remove an Auditor, appoint a Director or remove a Director;

(b) for passing a Special Resolution; or

(c) where the Corporations Act or this Constitution requires a meeting to be held.

38.4 A circular resolution is passed if all the Members entitled to vote on the resolution sign or agree to the circular resolution, in the manner set out in clause 38.5.

38.5 Members may sign:

(a) a single document setting out the circular resolution and containing a statement that they agree to the resolution; or

(b) separate copies of that document, as long as the wording is the same in each copy.

# Voting at General Meetings

## 39. How many votes a Member has

39.1 Each Member has one vote.

39.2 For the avoidance of doubt, during the period of notice specified in clause 12.3, a Member in default of payment of the prescribed fees is not entitled to vote.

## 40. Challenge to Member's right to vote

40.1 A Member or the chairperson may only challenge a person's right to vote at a General Meeting at that meeting.

40.2 If a challenge is made under clause 40.1, the chairperson must decide whether or not the person may vote. The chairperson's decision is final.

## 41. How voting is carried out

41.1 Voting at a General Meeting must be conducted and decided in the first instance by a show of hands of the Members present and entitled to vote.

41.2 Unless a poll has been demanded, a declaration by the chairperson of the meeting that a resolution has, on a show of hands, been:

(a) carried; or

(b) carried unanimously; or

(c) carried by a particular majority; or

(d) lost or not carried by a particular majority,

is conclusive evidence of the fact declared. An entry to that effect made in the minute book of the Company signed by the chairperson of the meeting is evidence of that fact unless the contrary is proved.

41.3 The chairperson and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands.

## 42. Poll

42.1 The chairperson or any Member present personally or by proxy may demand a poll before or on the declaration of the result of a show of hands.

42.2 The poll will be taken in the manner and at the time and place as the chairperson of the meeting directs, and either at once or after an interval or adjournment or otherwise.

42.3 The result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.

42.4 The demand for a poll may be withdrawn.

42.5 If there is a dispute as to the admission or rejection of a vote, the chairperson will finally determine that dispute.

42.6 The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. A poll demanded on any question of adjournment will be taken at the meeting and without adjournment.

## 43. Appointment of proxy

43.1 A member may appoint a natural person as a proxy to attend and vote at a general meeting on their behalf.

43.2 A proxy does not need to be a Member.

43.3 A proxy appointed to attend and vote for a Member has the same rights as the Member to:

(a) speak at the meeting;

(b) vote in a vote in writing (but only to the extent allowed by the appointment); and

(c) join in to demand a poll under clause 42.1.

43.4 An appointment of proxy (**proxy form**) must be signed by the Member appointing the proxy and must contain:

(a) the Member's name and address;

(b) the Company's name;

(c) the proxy's name or the name of the office held by the proxy; and

(d) the meeting(s) at which the appointment may be used.

43.5 A proxy appointment may be standing (ongoing).

43.6 Proxy forms must be received by the Company at the address stated in the notice under clause 27.5(d) or at the Company's Registered Office at least 24 hours before a meeting.

43.7 Unless the contrary is stated on it, an instrument appointing a proxy is valid for any adjournment of the meeting to which it relates.

43.8 A proxy does not have the authority to speak and vote for a member at a meeting while the member is at the meeting.

43.9 Unless the Company receives written notice before the start or resumption of a general meeting at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the appointing Member:

(a) dies;

(b) is mentally incapacitated;

(c) revokes the proxy's appointment; or

(d) revokes the authority of an agent who appointed the proxy.

43.10 A proxy appointment may specify the way the proxy must vote on a particular resolution.

## 44. Voting by proxy

44.1 An instrument appointing a proxy may specify the way in which the proxy is to vote for a particular resolution and if so, the proxy is not entitled to vote on the resolution except as specified in the instrument.

44.2 An instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll and will (except to the extent to which the proxy is specifically directed to vote for or against any proposal) include power to act generally at the meeting for the Member giving the proxy.

## 45. Voting of proxy

45.1 A vote given under an instrument of proxy will be valid despite the revocation of the proxy, provided no notice in writing of the revocation has been received by the Company at the address stated in the notice under clause 27.5(d) or at the Company's Registered Office before the meeting.

45.2 A Member attending and taking part in the meeting will not revoke a proxy given by the Member, unless that Member votes on the resolution to which the proxy applies.

# Directors

## 46. Number of Directors

The Company must have at least five and no more than eleven Directors.

## 47. Election and appointment of Directors

47.1 The nomination of any person as a candidate for election as a Director must be in writing and signed by the nominated person and their proposer and seconder. The nomination must be lodged with the Company Secretary at least 30 days before the Annual General Meeting at which the election is to take place.

47.2 The Board may in its absolute discretion resolve to reject a nomination of a person as candidate for election as a Director.

47.3 If there are more candidates nominated than there are vacancies, balloting lists will be prepared containing the names of the candidates in an order determined by lot. The Board may determine the method of the ballot. Each Member is entitled to vote for any number of candidates not exceeding the number of vacancies.

47.4 If there are no more candidates nominated than there are vacancies, then the chairperson of the Annual General Meeting will declare those candidates elected as Directors.

47.5 A person is eligible for election as a Director of the Company if they:

(a) are nominated in accordance with clause 47.1;

(b) have not been rejected by the Board in accordance with clause 47.2;

(c) give the Company their signed consent to act as a director of the Company; and

(d) are not ineligible to be a director under the Corporations Act or the ACNC Act.

47.6 The Directors may appoint a person as a director to fill a casual vacancy or as an additional Director if that person:

(a) gives the Company their signed consent to act as a director of the Company; and

(b) is not ineligible to be a director under the Corporations Act or the ACNC Act.

## 48. Election of Chair, Deputy Chair and Company Secretary

48.1 At the first meeting of the Board after each Annual General Meeting, the Directors will:

(a) elect from among their number a Chair and a Deputy Chair, each of whom will hold that office until the end of the next Annual General Meeting but who shall be eligible for re-election; and

(b) appoint a Company Secretary, who need not be a Member or a Director.

48.2 The Company must have at least one Company Secretary, who may also be a Director.

48.3 A Company Secretary must be appointed by the Directors (after giving the Company their signed consent to act as Company Secretary of the Company) and may be removed by the Directors.

48.4 The Directors must decide the terms and conditions under which the Company Secretary is appointed, including any remuneration.

48.5 The role of the Company Secretary includes:

(a) maintaining a register of the Company's Members; and

(b) maintaining the minutes and other records of General Meetings (including notices of meetings), Directors' meetings and circular resolutions.

## 49. Term of office

49.1 At each Annual General Meeting any Director appointed by the Directors to fill a casual vacancy or as an additional Director must retire.

49.2 A Director who retires under clause 49.1 may nominate for election or re-election.

49.3 Other than a Director appointed under clause 47.6, a Director will hold office for a term of approximately 3 years, commencing at the end of the Annual General Meeting at which they are elected and ending at the end of the third Annual General Meeting after their election (**Term**), at which time they must retire.

49.4 A Director who retires under clause 49.3 may nominate for re-election, but is only eligible to be re-elected as a Director for 3 consecutive Terms.

49.5 Notwithstanding clause 49.4, a Director who has held office for 3 consecutive Terms may nominate for re-election to serve a single additional consecutive Term by Special Resolution, but only in exceptional circumstances.

49.6 Notwithstanding clause 49.4, a Director who has held office for 3 consecutive Terms may nominate for re-election from the date that is 3 years after the conclusion of their third consecutive Term. In these circumstances, clauses 49.3 and 49.4 will apply as though the Director had been elected as a Director for the first time.

## 50. When a Director stops being a Director

A Director stops being a Director if they:

(a) give written notice of resignation as a Director to the Company;

(b) die;

(c) are of unsound mind or if their estate is liable to be dealt within in any way under a law relating to mental health;

(d) are removed as a Director by a resolution of the Members;

(e) are absent for three consecutive Directors' meetings without approval from the Directors; or

(f) become ineligible to be a director of the Company under the Corporations Act or the ACNC Act.

## 51. Suspension of Directors

51.1 If the conduct or position of any Director is such that continuance in office is determined by the majority of the Directors to be prejudicial to the interests of the Company, a majority of the Directors at a meeting of the Directors specifically called for that purpose may suspend that Director.

51.2 A suspended Director may not take any part in the business or affairs of the Company until the suspension has been terminated.

51.3 Within 14 days of the suspension, the Directors must call a General Meeting at which the Members may consider a motion to remove the suspended Director from office.

51.4 If a motion to remove the suspended Director from office is not carried at the General Meeting called to consider the matter, the suspension of the Director is terminated and the Director is reinstated in his or her office.

# Powers of Directors

## 52. Powers of Directors

52.1 The Directors are responsible for managing and directing the activities of the Company to achieve the Purposes set out in clause 6.

52.2 The Directors may use all the powers of the Company except for powers that, under the Corporations Act or this Constitution, may only be used by Members.

52.3 The Directors must decide on the responsible financial management of the Company including:

(a) any suitable written delegations of power under clause 53; and

(b) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.

52.4 The Directors cannot remove a Director or Auditor. Directors and Auditors may only be removed by a Members' Resolution at a general meeting.

## 53. Delegation of Directors' powers

53.1 Subject to clause 53.3, the Directors may delegate any of their powers and functions to a committee, a Director, an employee of the Company (such as a chief executive officer) or any other person, as they consider appropriate.

53.2 The delegation must be recorded in the Company's minute book.

53.3 The Directors may not delegate the power to delegate.

53.4 The meetings and proceedings of any committee will be governed by the provisions of this Constitution for regulating the meetings and proceedings of the Board so far as applicable and so far as those provisions are not superseded by any other direction given by the Board.

53.5 The Board may make policies in accordance with clause 67 to govern the meetings and proceedings of any committee.

## 54. Execution of documents

The Company may execute a document without using a common seal if the document is signed by:

(a) two Directors of the Company; or

(b) a Director and the Company Secretary.

# Duties of Directors

## 55. Duties of Directors

The Directors must comply with their duties as Directors under legislation and common law (law made by judges and the Courts), and with the duties described in governance standard 5 of the regulations made under the ACNC Act which are:

(a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the Company;

(b) to act in good faith in the best interests of the Company and to further the Purposes of the Company set out in clause 6;

(c) not to misuse their position as a director;

(d) not to misuse information they gain in their role as a director;

(e) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 56;

(f) to ensure that the financial affairs of the Company are managed responsibly; and

(g) not to allow the Company to operate while it is insolvent.

## 56. Conflicts of interest

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

(a) to the other Directors; or

(b) if all of the Directors have the same conflict of interest, to the Members at the next General Meeting, or at an earlier time if reasonable to do so.

56.2 The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.

56.3 Each Director who has a material personal interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution) must not, except as provided under clauses 56.4:

(a) be present at the meeting while the matter is being discussed; or

(b) vote on the matter.

56.4 A Director may still be present and vote if:

(a) their interest arises because they are a member of the Company, and the other Members have the same interest;

(b) their interest relates to an insurance contract that insures, or would insure, the director against liabilities that the Director incurs as a Director of the Company (see clause 74);

(c) their interest relates to a payment by the Company under clause 73 (indemnity), or any contract relating to an indemnity that is allowed under the Corporations Act;

(d) the Australian Securities and Investments Commission (**ASIC**) makes an order allowing the Director to vote on the matter; or

(e) the Directors who do not have a material personal interest in the matter pass a resolution that:

(i) identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the Company; and

(ii) says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

# Directors' meetings

## 57. When the Directors meet

The Directors may decide how often, where and when they meet.

## 58. Calling Directors' meetings

58.1 The Chair may convene a meeting of the Board whenever they think fit.

58.2 The Company Secretary must, on the request of a Director, convene a meeting of the Board.

58.3 Notice of a Board meeting must be given to each person who is a Director, except a Director on leave of absence approved by the other Directors.

58.4 Notice of a Board meeting:

(a) must specify the time and place of the meeting;

(b) need not state the nature of the business to be transacted at the meeting; and

(c) may be given in person or by post, telephone, or other electronic means.

58.5 Subject to the provisions of the Corporations Act, the accidental omission to give notice of a meeting to, or the non-receipt of a notice of meeting by, a Director will not invalidate proceedings at a Board meeting.

58.6 A Director's attendance at a Board meeting waives any objection that Director may have to a failure to be given notice of the meeting.

## 59. Chairperson for Directors' meetings

59.1 The Chair is entitled to act as chairperson of Directors' meetings.

59.2 If the Chair is:

(a) not present within 30 minutes after the starting time set for the meeting;

(b) present but does not want to act as chairperson of the meeting; or

(c) notifies the Board prior to the meeting that they will not be attending,

then the Deputy Chair will preside at the meeting.

59.3 If the Deputy Chair is not present (or being present does not want to act as chairperson of the meeting) then the Directors present will choose one of their number to act as chairperson of the meeting.

59.4 Except as provided by the Corporations Act, questions arising at any meeting will be decided by a majority of votes and each Director present will be entitled to one vote.

59.5 The chairperson will not have a casting vote.

## 60. Quorum at Directors' meetings

60.1 Unless the Directors determine otherwise, the quorum for a Directors' meeting is a majority (more than 50%) of Directors.

60.2 A quorum must be present for the whole Directors' meeting.

60.3 No business may be transacted at a Board meeting unless a quorum is present at the time the business is considered.

60.4 If a quorum of the Board is not present within 30 minutes of the time appointed for holding that meeting, the meeting will be adjourned for a period of 7 days.

60.5 If the number of Directors in office at any time is less than the minimum number fixed under this Constitution, then the remaining Directors:

(a) must act as soon as possible to procure the appointment of additional Directors to satisfy the minimum number required under this Constitution; and

(b) until that has happened, may only act if and to the extent that there is an emergency requiring them to act.

## 61. Using technology to hold Directors' meetings

61.1 The contemporaneous linking together by telephone or other electronic means of a sufficient number of Directors to constitute a quorum constitutes a meeting of the Board. All the provisions in this Constitution relating to meetings of the Board apply, so far as they can and with any necessary changes, to a meeting of the Board by telephone or other electronic means.

61.2 A Director who takes part in a meeting by telephone or other electronic means is taken to be present at the meeting.

61.3 A meeting by telephone or other electronic means is taken as held at the place determined by the chairperson of the meeting, as long as at least one of the Directors involved was at that place for the duration of the meeting. For the avoidance of doubt, the chairperson may determine that a meeting was held "virtually", rather than at a specific physical location.

## 62. Passing Directors' resolutions

62.1 A Directors' resolution must be passed by a majority of the votes cast by Directors present and entitled to vote on the resolution.

## 63. Circular resolutions of Directors

63.1 The Directors may pass a circular resolution without a Directors' meeting being held.

63.2 A circular resolution is passed if 75% of the Directors (other than any Director on a leave of absence approved by the other Directors) entitled to vote on the resolution sign the resolution in the manner set out in clause 63.3.

63.3 Each Director may sign:

(a) a single document setting out the resolution and containing a statement that they agree to the resolution; or

(b) separate copies of that document, provided the wording of the resolution is the same in each copy.

63.4 A circular resolution is passed when the last Director signs the resolution in the manner set out in clause 63.3.

## 64. Defects in appointment

64.1 An act done in good faith by any meeting of the Board, of any committee formed by the Board or by any person acting as a Director will not be invalidated by reason of:

(a) any defect in the election, appointment or tenure of a Director or person acting on any such committee; or

(b) the disqualification of any of them

# Minutes and records

## 65. Minutes and records

65.1 The Company must make and keep the following records:

(a) minutes of proceedings and resolutions of General Meetings;

(b) minutes of circular resolutions of Members;

(c) a copy of a notice of each General Meeting; and

(d) a copy of a Members' Statement distributed to Members under clause 38.

65.2 The Company must make and keep the following records:

(a) minutes of proceedings and resolutions of Directors' Meetings (including meetings of any committees); and

(b) minutes of circular resolutions of Directors.

65.3 To allow Members to inspect the Company's records:

(a) the Company must give a member access to the records set out in clause 65.1

(b) the records set out in clause 65.1 will be kept at the Registered Office or place or places as the Directors think fit and will be open to the inspection of the Directors during usual business hours; and

(c) the Directors may authorise a Member to inspect other records of the Company, including records referred to in clause 65.2 and clause 66.1.

65.4 The Directors must ensure that minutes of a General Meeting or a Directors' meeting are signed within a reasonable time after the meeting by:

(a) the chairperson of the meeting; or

(b) the chairperson of the next meeting.

65.5 The Directors must ensure that minutes of the passing of a circular resolution (of Members or Directors) are signed by a Director within a reasonable time after the resolution is passed.

65.6 Any minutes made pursuant to clause 65.5 that purport to be signed by the chairperson of the meeting to which they relate or by the chairperson of the next succeeding meeting are presumed to be an accurate record of the relevant proceedings unless the contrary is proved.

## 66. Financial and related records

66.1 The Company must make and keep written financial records that:

(a) correctly record and explain its transactions and financial position and performance; and

(b) enable true and fair financial statements to be prepared and to be audited.

66.2 The Company must also keep written records that correctly record its operations.

66.3 The Company must account separately for all gifts of money and property, including any gifts which are placed in a gift fund which complies with section 30-125 of the Tax Law.

66.4 The Company must retain its records for at least 7 years.

66.5 The Directors must take reasonable steps to ensure that the Company's records are kept safe.

66.6 The written financial records of the Company will be kept at the Registered Office or place or places as the Directors think fit and will be open to the inspection of the Directors during usual business hours.

# Policies

## 67. Policies

67.1 The Directors may pass a resolution to make policies to give effect to this Constitution.

67.2 Members and Directors must comply with policies as if they were part of this Constitution.

67.3 As at the date of this document, the current policies of the Company are set out in Schedule 1 (Company Policies and Governance Artefacts). For the avoidance of doubt, the Directors may amend, delete or make policies from time to time in accordance with clause 67.1.

# Notice

## 68. What is notice

68.1 Anything written to or from the Company under any clause in this Constitution is written notice and is subject to clauses 69 to 71, unless specified otherwise.

68.2 Clauses 69 to 71 do not apply to a notice of proxy under clause 43.5.

## 69. Notice to the Company

69.1 Written notice or any communication under this Constitution may be given to the Company, the Directors, or the Company Secretary by:

(a) delivering it to the Company's Registered Office;

(b) posting it to the Company's Registered Office or to another address chosen by the Company for notice to be provided; or

(c) sending it to an email address or other electronic address notified by the Company to the Members as the Company's email address or other electronic address.

## 70. Notice to Members

70.1 Written notice or any communication under this Constitution may be given to a Member:

(a) in person;

(b) by posting it to, or leaving it at the address of the Member in the register of Members or an alternative address (if any) nominated by the Member for service of notices;

(c) sending it to the email or other electronic address nominated by the Member as an alternative address for service of notices (if any); or

(d) if agreed to by the Member, by notifying the Member at an email or other electronic address nominated by the Member, that the notice is available at a specified place or address (including an electronic address).

70.2 If the Company does not have an address for the Member, the Company is not required to give notice in person.

## 71. When notice is taken to be given

71.1 A notice:

(a) delivered in person, or left at the recipient's address, is taken to be given on the day it is delivered;

(b) sent by post, is taken to be given on the third day after it is posted with the correct payment of postage costs;

(c) sent by email or other electronic method, is taken to be given at the time it is sent, unless the sending party receives a notification of delivery failure within 24 hours of the notice being sent; and

(d) given under clause 70.1(d) is taken to be given on the business day after the notification that the notice is available is sent.

71.2 A certificate in writing signed by the Company Secretary or any Officer of the Company that the envelope containing the notice was properly stamped, addressed and posted will be conclusive evidence of the service of such notice.

# Financial year

## 72. Company's financial year

The Company's financial year is from 1 July to 30 June unless the Directors pass a resolution to change the financial year.

# Indemnity, insurance and access

## 73. Indemnity

73.1 The Company indemnifies each Officer out of the assets of the Company, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an Officer of the Company.

73.2 Without limiting clause 73.1, each Officer must be indemnified out of the assets of the Company against any losses or liabilities incurred by that person in defending proceedings, whether civil or criminal, in respect of any act or thing done by the Officer in that person's capacity as such Officer but excluding any losses or liabilities from or against which the Company is not permitted by the Corporations Act to exempt or indemnify the Officer.

73.3 In this clause, 'to the relevant extent' means:

(a) to the extent that the Company is not precluded by law (including the Corporations Act) from doing so; and

(b) for the amount that the Officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).

73.4 The indemnity is a continuing obligation and is enforceable by an Officer even though that person is no longer an Officer.

## 74. Insurance

74.1 To the extent permitted by law (including the Corporations Act), and if the Directors consider it appropriate, the Company may pay or agree to pay a premium for a contract insuring a person who is or has been an Officer of the Company against any liability incurred by the person as an Officer of the Company.

## 75. Directors' access to documents

75.1 A Director has a right of access to the financial records of the Company at all reasonable times.

75.2 If the Directors agree, the Company must give a Director or former Director access to:

(a) certain documents, including documents provided for or available to the Directors; and

(b) any other documents referred to in those documents.

# Winding up of Company

## 76. Winding up of company

76.1 Subject to the Corporations Act, any other applicable Act and any court order, if:

(a) upon the winding-up or dissolution of the Company; or

(b) if the Company's deductible gift recipient endorsement is revoked (whether or not the Company is to be wound up)

there remains any Surplus Assets, the Surplus Assets shall not be paid to or distributed among the Company's Members, but shall be given or transferred to some other fund, authority or institution (or more than one such entity):

(c) having Purposes similar to the Purposes of the Company as set out in clause 6;

(d) whose rules shall prohibit the distribution of its, or their, income or assets among its, or to their, members; and

(e) with such fund, authority, or institution to be eligible for tax deductibility of donations under Subdivision 30- B, section 30-45, of the *Income Tax Assessment Act 1997* (Cth).

76.2 The decision as to the entity or entities to be given the Surplus Assets must be made by a Special Resolution at or before the time of winding up. If the Members do not make this decision, the Company may apply to the Supreme Court to make this decision.

# Definitions and interpretation

## 77. Definitions

In this Constitution:

| | |
|---|---|
| **ACNC Act** | means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth). |
| **Annual General Meeting** | means the Annual General Meeting of Members referred to in clause 25. |
| **Auditor** | means the auditor or auditors of the Company. |
| **Board** | means the Directors present at a meeting, duly convened as a meeting of Directors, at which a Quorum is present. |
| **Business Day** | means a day on which banks are open for business in Melbourne, Victoria, Australia excluding a Saturday, Sunday or public holiday in that city. |
| **Chair** | means a person elected by the Directors to be the Company's Chair under clause 48. |
| **Company** | means Comm Unity Plus Services Ltd ACN 603 318 494. |
| **Company Secretary** | means the person who is appointed to this office in accordance with clause 48.1. |
| **Constitution** | means this constitution. |
| **Corporations Act** | means the *Corporations Act 2001* (Cth). |
| **Deputy Chair** | means the Director who is elected to this office in accordance with clause 48.1. |
| **Director** | means a director of the Company. |
| **Director Member** | means a Member who is a Director. |
| **Extraordinary Meeting** | means a meeting of Members other than an Annual General Meeting. |
| **General Meeting** | means an Annual General Meeting or an Extraordinary Meeting. |

| | |
|---|---|
| **Guarantee** | has the meaning given to that term in clause 4. |
| **Initial Member** | means a person who was a member of Comm Unity Plus Services Ltd on 12 November 2025. |
| **Member** | means each person admitted to Membership in accordance with this Constitution. |
| **Membership** | means membership of the Company. |
| **Membership Term** | means:<br>(a) for a Director Member – the period of time during which they are a Director;<br>(b) for a Non-Director Member – the period of 24 months from the date on which the Directors approve their application to become a Member in accordance with clause 15; and<br>(c) for Initial Members who are Non-Director Members - the period of 24 months from 12 November 2025. |
| **Members' Resolution** | has the meaning given to that term in clause 36.1(a). |
| **Members' Statement** | has the meaning given to that term in clause 36.1(b). |
| **Non-Director Member** | means a Member who is not a Director. |
| **Officer** | means:<br>(a) a Director or Company Secretary or executive officer of the Company; or<br>(b) a person appointed as a trustee by, or acting as a trustee at the request of, the Company,<br>and includes a former Officer. |
| **Quorum** | has the meaning given to that term in clause 29.1. |
| **Registered Charity** | means a charity that is registered under the ACNC Act. |
| **Registered Office** | means the registered office of the Company. |
| **Special Resolution** | has the meaning given to that term in section 9 of the Corporations Act. |
| **Surplus Assets** | means any assets of the Company that remain after paying all debts and other liabilities of the Company, including the costs of winding up. |

| | |
|---|---|
| **Tax Law** | means the Income Tax Assessment Act 1997 (Cth). |
| **Term** | has the meaning given to that term in clause 49.3. |

## 78. Reading this Constitution with the Corporations Act

78.1 The replaceable rules set out in the Corporations Act do not apply to the Company.

78.2 While the Company is a Registered Charity, the ACNC Act and the Corporations Act override any clauses in this Constitution which are inconsistent with those Acts.

78.3 If the Company is not a Registered Charity (even if it remains a charity), the Corporations Act overrides any clause in this Constitution which is inconsistent with that Act.

78.4 A word or expression that is defined in the Corporations Act or used in that Act and covering the same subject has the same meaning as in this Constitution.

78.5 Despite any other provision in this Constitution, if:

(a) the Corporations Act or the ACNC Act prohibits a thing being done, the thing may not be done;

(b) the Corporations Act or the ACNC Act requires something to be done, authority is given for that thing; and

(c) a provision of this Constitution is or becomes inconsistent with the Corporations Act or the ACNC Act, that provision must be read down or, failing that, severed from this Constitution to the extent of the inconsistency.

## 79. Interpretation

In this Constitution:

(a) the words ‘including’, ‘for example’, or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression, and

(b) reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations).

# Schedule 1 Company Policies and Governance Artefacts

- BC001 Board Charter
- DEL001 Delegation Schedule
- POL001 Developing Board Policies
- POL002 Board Skills and Succession Planning Policy
- POL003 Board Induction Policy
- POL005 Delegation Policy
- POL005 Investment Policy
- POL006 Risk Management Policy
- POL007 Cyber Security and Data Breach Policy
- POL008 Code of Conduct Policy
- POL009 Board Communication Policy
- POL010 Public Relations Policy
- POL011 Sponsorship and Donations Policy
- POL012 Whistle-blower Policy
- POL013 Equal Employment Opportunity Policy
- POL014 Workplace Health and Safety Policy
- POL016 Grievance Policy
- POL017 Privacy Policy
- POL018 Workplace Bullying, Harassment & Violence Policy
- POL019 Conflict of Interest Policy
- POL020 Child Safety Policy
- POL021 Anti-Slavery Policy
- POL022 Diversity, Equity and Inclusion Policy
- Risk Management Framework V5 RELEASED
- TOR001 FARM Committee Terms of Reference
- TOR002 Governance Committee Terms of Reference
- TOR003 Community Advisory Committee Terms of Reference