

Constitution

of

Young Men's Christian Association of Canberra Limited

Adopted effective from 6 February 2023

**Young Men's Christian Association of Canberra Limited
(ACN 662 213 318)**

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1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Constitution unless the context requires otherwise:

- (a) **“ACNC Law”** means the Australian Charities and Not-for-profits Commission Act 2012 (Cth);
- (b) **“AGM”** means the Annual General Meeting of the Company to be held each year;
- (c) **“Board”** means the board of Directors acting collectively under this Constitution;
- (d) **“Business Day”** means a day other than a Saturday, Sunday or public holiday in the Australian Capital Territory and **“Business Days”** has a corresponding meaning;
- (e) **“Chair”** means the person elected as the Chair of the Board under clause 12.4 or any person appointed to chair a meeting of the Company or a meeting of the Board pursuant to this Constitution;
- (f) **“Chief Executive Officer”** means the Chief Executive Officer of the Company as appointed under clause 16;
- (g) **“Club”** means a Committee established by the Board as a Club in accordance with clause 9, or an existing club affiliated with the Company by the Board, under clause 9;
- (h) **“Club Executive”** means the executive members of a Club appointed to manage the affairs of a Club in accordance with clause 9;
- (i) **“Club Rules”** means the rules of a Club approved by the Board under clause 9.2;
- (j) **“Committee”** means a committee of the Company established and appointed by the Board;
- (k) **“Company”** means Young Men’s Christian Association of Canberra;
- (l) **“Company Secretary”** means a person appointed as a secretary of the Company by the Board under clause 17;
- (m) **“Conflicts Register”** means the register of conflicts declared by Directors maintained by the Company Secretary in accordance with clause 13.8(d) and clause 17.3;
- (n) **“Constitution”** means this Constitution for the Company as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution;
- (o) **“Corporations Act”** means the *Corporations Act 2001* (Cth);
- (p) **“Delegations Register”** means the register of delegations established under clause 17.3(b) and maintained by the Company Secretary;
- (q) **“Development Committee”** means the Committee of that name established by the Board in accordance with clause 15.1, if any, and the having functions set by the Board from time to time in accordance with the Terms of Reference;
- (r) **“Director”** means a director of the Company;
- (s) **“Elected Director”** means a director elected by the Members at a General Meeting;
- (t) **“Ex-Officio Member of the Board”** means the position of Chief Executive Officer appointed under clause 16;
- (u) **“Expulsion Event”** means, in respect of a Member:
 - (i) the Member has willfully refused, failed, or neglected to comply with the provisions of this Constitution;

- (ii) the conduct of the Member, in the opinion of the Directors, is unbecoming of the Member or prejudicial to the interests or reputation of the Company; or
- (iii) the Member is, or any step is taken for the Member to become, an externally administered body corporate;
- (v) **“Fee”** means the annual subscription fee payable by each category of Member under clause 8.1(b);
- (w) **“Finance, Risk, and Safeguarding Committee”** means the Committee of that name established by the Board in accordance with clause 15.1, if any, and the having functions set by the Board from time to time in accordance with the Terms of Reference;
- (x) **“General Meeting”** means a general meeting of Members and includes the AGM or any special general meeting;
- (y) **“General Member”** has the meaning given to the term under clause 7.2;
- (z) **“Governance and Nominations Committee”** means the Committee of that name established by the Board in accordance with clause 15.1, if any, and the having functions set by the Board from time to time in accordance with the Terms of Reference;
- (aa) **“Group”** means a particular group of individuals with some association with, or interest in, the Company recognised by the Members in accordance with clause 7.4;
- (bb) **“Life Member”** has the meaning given to the term under clause 7.3;
- (cc) **“Member”** means a person admitted to the Company as a member pursuant to clause 7 and **“Membership”** has a corresponding meaning;
- (dd) **“National Council”** means the National Council of the Young Men’s Christian Associations of Australia known as YMCA Australia ABN 45 004 076 297;
- (ee) **“Objects”** means the objects of the Company as set out in clause 4;
- (ff) **“Paris Basis”** has the same meaning as that expression is understood in the Constitution of the National Council, being the declaration adopted by the World Conference of the Young Men’s Christian Associations held in Paris in 1885;
- (gg) **“Policy”** means a policy of the Company made by the Board in accordance with this Constitution and **“Policies”** has a corresponding meaning;
- (hh) **“Register of Members”** means the membership register maintained by the Company Secretary pursuant to clause 7.7(a) and clause 17.3(b);
- (ii) **“Representative Member”** has the meaning given to that term in clause 7.4;
- (jj) **“Sailing Club”** means the Committee of that name created as a Club by the Board, and the having functions set by the Board from time to time in accordance with its Terms of Reference;
- (kk) **“Special Resolution”** means a resolution that must be passed by at least 75% of the votes cast by Members entitled to vote on the resolution in accordance with this Constitution or the Corporations Act;
- (ll) **“Telecommunications Meetings”** means a meeting held by any technology or any combination of technologies conducted pursuant to clause 14;
- (mm) **“Term”** is the period of office of a Director;
- (nn) **“Terms of Reference”** means a term of reference for any Committee approved by the Board from time to time;

- (oo) **“Values”** means:
- (i) valuing the whole person, consisting of a body, a mind and a spirit, each of which is of equal importance;
 - (ii) valuing the dignity and intrinsic worth of all people regardless of age, gender, ethnicity, belief or other difference;
 - (iii) valuing the diversity of people, communities and nations;
 - (iv) valuing equality of opportunity and justice for all people;
 - (v) valuing healthy communities based on relationships between people which are characterised by love, understanding and mutual respect; and
 - (vi) valuing acceptance of personal responsibility; and
- (pp) **“Youth Representative Group”** means the Committee of that name appointed by the Board in accordance with clauses 15.1 and 15.4, if any, and the having functions set by the Board from time to time in accordance with the Terms of Reference.

1.2. Interpretation

In this Constitution unless the context requires otherwise:

- (a) a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (b) words importing gender include all genders;
- (c) words in the singular include the plural and words in the plural include the singular;
- (d) the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (e) a reference to an organisation includes a reference to its successors, executors, administrators, substitutes and permitted assigns;
- (f) headings in this constitution are for reference only and do not form part of the Constitution;
- (g) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (h) a reference to a law includes regulations and instruments made under it and includes any statutory modification re-enactments of, or legislative provisions substituted for, and any subordinate legislation issued under, that legislation or provision;
- (i) the words include, includes, including and for example are not to be interpreted as words of limitation;
- (j) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Board; and
- (k) a reference to “dollars” or “\$” is to an amount in Australian currency.

1.3. Corporations Act and ACNC Law

In this Constitution:

- (a) unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the ACNC

Law or Corporations Act, the same meaning as in that provision of the ACNC Law or Corporations Act as applicable;

- (b) the provisions of the Corporations Act that apply as Replaceable Rules are displaced by this Constitution and accordingly do not apply to the Company;
- (c) in the event that any of the provisions of this Constitution are in breach of any of the provisions of the ACNC Law or the Corporations Act then the provisions will be read down to the extent that they will comply with the ACNC Law and Corporations Act and any provision that is in breach of those Acts will be deemed to be struck out and will not form part of this Constitution; and
- (d) in the event that the ACNC Law or the Corporations Act permit an act to be done, a decision to be made or a meeting to be held in a way that is more convenient for the Company or the Board or is more favourable to the Members or the Board than as required or permitted by this Constitution then the Board may, but will not be obliged to, make the decision, take the action, give the notice or hold the meeting or do the particular thing as permitted and in the time and in the manner permitted by those Acts as applicable.

2. NAME OF THE COMPANY

The name of the Company is Young Men's Christian Association of Canberra Limited.

3. COMPANY LIMITED BY GUARANTEE

3.1. Status of Company

The Company is a company limited by guarantee.

3.2. Limited Liability

Members have no liability to or for the Company in their capacity as a Member except as set out in clause 24.1.

4. OBJECTS

4.1. Paris Basis

The Company is based on the Paris Basis and recognises both its the historical and contemporary significance. The principal components and spirit of the Paris Basis are embodied in the Objects of the Company.

4.2. Objects

The Objects of the Company are to:

- (a) promote the Values;
- (b) work towards, and where possible directly provide, the relief of poverty, sickness, distress, helplessness, destitution, suffering and misfortune to the people in need of such relief in the Australian Capital Territory and the surrounding region, and to take whatever action is deemed expedient to advance the welfare of such people;
- (c) empower all, especially young people and women, to take increased responsibilities and assume leadership at all levels and working towards an equitable society;
- (d) advocate for and promoting the rights of woman and upholding the rights of children;
- (e) preserve and protect the earth's resources for coming generations;
- (f) work for and maintain conditions, within the Company and in society, its organisations and institutions, which allow for tolerance, acceptance and inclusiveness;

- (g) promote the interests of the YMCA movement;
- (h) promote the spiritual, mental, moral, social, physical and material well-being of the community;
- (i) affiliate with any body of persons for the purpose of furthering the Objects of the Company provided that such body has objects similar to those of the Company;
- (j) remain a member of the organisation known as the National Council and promote and further the work of that organisation; and
- (k) provide and facilitate health, recreation, welfare, and wellbeing services to the community.

5. POWERS

Solely for furthering the Objects, the Company, in addition to any other powers it has under the Corporations Act and the ACNC Law, has the legal capacity and powers of:

- (a) a company limited by guarantee as set out under section 124 of the Corporations Act; and
- (b) a charity, established for the Objects and registered under the ACNC Law.

6. INCOME AND PROPERTY OF THE COMPANY

6.1. Sole Purpose

The income and property of the Company will only be applied towards the promotion of the Objects of the Company.

6.2. Payments to Members

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company;
- (b) as reimbursement for expenses properly incurred on behalf of the Company;
- (c) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent;
- (d) in return for services as a Director but only in accordance with the provisions of this Constitution; or
- (e) of reasonable rent for premises let to the Company by them.

7. MEMBERSHIP

7.1. Categories of Members

- (a) Members of the Company may be:
 - (i) General Members;
 - (ii) Life Members; and
 - (iii) Representative Members.

7.2. General Members

- (a) General Members are:
 - (i) all those natural persons who were voting members of the Company the day before the adoption of this Constitution; and

- (ii) any natural person who:
 - (A) subscribes to the Values;
 - (B) is, and remains, eligible to be a General Member in accordance with clause 7.6; and
 - (C) makes an application for General Membership in writing, in the form determined by the Board from time to time, which is accepted by the Board.
- (b) Applications for General Membership are to be lodged with the Chief Executive Officer, who will refer the nomination to the Board for decision at the Board's convenience.
- (c) Notwithstanding any other clause of this Constitution, the Board may accept or reject an application for General Membership at its absolute discretion and without giving reasons.

7.3. Life Members

- (a) Life Members are:
 - (i) all those natural persons who were life members of the Company before the adoption of this Constitution; and
 - (ii) any natural person the Board may, by ordinary resolution, from among persons who have provided long and meritorious service to the Company, appoint as Life Members in recognition of their efforts in furthering the interests of the Company.
- (b) Nominations for Life Membership may be submitted by a Member to the Company Secretary for consideration by the Board.
- (c) Life Members may also elect to make an application as a General Member in accordance with clause 7.2 and may be appointed a Representative Members in accordance with clause 7.4 if eligible.

7.4. Representative Members

- (a) From time to time the Members of the Company may pass a Special Resolution:
 - (i) empowering a particular Group, Club, or Committee to be represented by a Representative Member; and
 - (ii) setting out how the Representative Member of the Group, Club, or Committee will be determined.
- (b) A Representative Member duly appointed is granted Membership in their personal capacity conditional on:
 - (i) prior endorsement by the Board;
 - (ii) complying with clause 7.6; and
 - (iii) at all times acting in the interests of the Group, Club, or Committee they are representing.
- (c) A person's Representative Membership under this clause will end if:
 - (i) the Group, Club, or Committee is disbanded or ceases to be a part of or associated with the Company;
 - (ii) an alternative person is appointed as a Group, Club, or Committee's Representative Member by that Group, Club, or Committee; or

- (iii) the person that is a Group, Club, or Committee's Representative Member ceases to hold the relevant position in the Group, Club, or Committee.

7.5. Voting Rights of Members

Each Member in the following categories will be entitled to one vote at the AGM:

- (a) General Members; and
- (b) Representative Members (if any),

provided, subject to clause 10.25, any individual will only be entitled to one vote, regardless of whether they hold Membership in more than one capacity.

7.6. Eligibility of Members

- (a) In addition to any other criteria for membership set by the Board or otherwise set out in this Constitution, a person will not be eligible to be a Member unless they maintain an undertaking to:
 - (i) be bound by this Constitution and the Policies (including Policies specific to the relevant category of Membership);
 - (ii) support the Company in the encouragement and promotion of its Objects; and
 - (iii) uphold the Values of the Company.
- (b) Employees of the Company are not eligible to be a General Member while employed, but may be a Representative Member in accordance with clause 7.4.
- (c) For the avoidance of doubt, any employee who was a member on the day before this Constitution was adopted, may remain a Member of the Company.

7.7. General

- (a) The Company Secretary must keep a Register of Members in accordance with the Corporations Act.
- (b) Once a Member's Membership ceases that Member does not have any claim against the Company or the Directors for damages or otherwise arising from cessation or termination of Membership or claim upon the property of the Company including its intellectual property rights.
- (c) Membership is unique to each Member. Members must not, and must not purport to, assign the rights comprising or associated with Membership to any other person or entity and any attempt to do so will be void.
- (d) A Member must treat all staff, contractors and representatives of the Company with respect and courtesy at all times.
- (e) A Member must not act in a manner unbecoming of a Member, being inconsistent with the Values or prejudicial to the Objects or interests of the Company.

7.8. Cessation

A person will cease to be a Member on:

- (a) ceasing to be eligible;
- (b) resignation;
- (c) death;
- (d) the cessation of their Membership according to this Constitution;
- (e) employment with the Company;

- (f) without limiting anything else in this clause 7.8, that Member no longer meeting the requirements for Membership.

7.9. Resignation

- (a) For the purposes of clause 7.8(b), a Member may resign as a Member of the Company by giving 14 days' prior written notice to the Company Secretary.
- (b) If a Member resigns, the Member must fulfil all their obligations to the Company up to and including the effective date of resignation.

8. FEES AND SUBSCRIPTIONS

The Board must determine from time to time:

- (a) the amount (if any) payable by an applicant to become a Member of any category of Member;
- (b) the Fee payable by each category of Member;
- (c) any other amount to be paid by each category of Member, of any nature including recurring amounts; and
- (d) the payment method and the due date for payment of the Fee or other amount determined under this clause within the timeframes specified by the Board from time to time.

8.2. Payment of Fees

Each Member must pay to the Company the Fee and any other applicable amount determined under this clause 8.

8.3. Non-Payment of Fees

Subject to clause 8.4(a), the right of a Member to attend and vote at a General Meeting is suspended while the payment of any Fee or other amount determined under clause 8.1 is more than 30 Business Days in arrears.

8.4. Deferral or reduction of Fee

- (a) The Directors may defer the obligations of a Member to pay a Fee or other amount, or reduce (including to zero) the Fee or other amount payable by a Member, if the Directors are satisfied that:
 - (i) there are reasonable grounds for doing so;
 - (ii) the Company will not be materially disadvantaged as a result; and
 - (iii) the Member agrees to pay the deferred or (if greater than zero) the reduced Fee or other amount within a time fixed by the Directors.
- (b) If the Directors defer or reduce a Fee by a Member under this clause 8.4, that Member will retain their rights (if any) to attend and vote at a General Meeting, unless otherwise specified by the Directors, at the absolute discretion of the Directors.

9. CLUBS

9.1. Power to create clubs

- (a) The Board may by resolution establish a new Club for the furtherance of the Objects, with the Club's formation and functions to be set out in a Terms of Reference, which may include the appointment of the members of the initial Club Executive.
- (b) The Board may by resolution affiliate an existing Club with the Company for the

furtherance of the Objects, with the Club's transition and functions to be set out in a Terms of Reference.

- (c) Each Club will operate as a committee of the Company and will not be deemed to be, or seek to operate as, a separate legal entity notwithstanding any other provision in this Constitution.

9.2. Club Governance

- (a) Subject to clause 9.1(a), a Club will appoint the members of the Club Executive, in accordance with the Terms of Reference and any applicable Club Rules, to operate the Club subject at all times to the oversight of the Board.
- (b) The appointment of the members of the Club Executive by the Club requires ratification of the Board.
- (c) The Board may from time to time review and amend a Club's Terms of Reference
- (d) as required, but, in any event, a review will be conducted no less than bi-annually.
- (e) The Club may from time to time seek to:
 - (i) make Club Rules; and
 - (ii) amend its existing Club Rules,in accordance with the Club's Terms of Reference and any applicable Club Rules, with any such new or amended Club Rules requiring ratification of the Board.
- (f) The Club Executive must ensure members of the Club comply with any Club Rules, the Club's Terms of Reference, this Constitution, and any relevant Policies.

9.3. Power to dissolve or disaffiliate a club

The Board may in its sole discretion dissolve a Club including but not limited to situations where Club Rules are not followed.

10. GENERAL MEETINGS

10.1. General meetings called by directors

- (a) The Board may call a General Meeting.
- (b) If General 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 Board must:
 - (i) within 21 days of the General Members' request, give all Members notice of a General Meeting; and
 - (ii) hold the General Meeting within 2 months of the General Members' request.
- (c) For the purposes of clause 10.1(b), the percentage of votes that General Members have to be worked out as at midnight before the General Members request the meeting.
- (d) The General Members who make the request for a General Meeting must:
 - (i) state in the request any resolution to be proposed at the meeting;
 - (ii) sign the request; and
 - (iii) give the request to the Company.
- (e) Separate copies of a document setting out the request may be signed by General Members if the wording of the request is the same in each copy.

10.2. General meetings called by members

- (a) If the Board does not call the meeting within 21 days of being requested under clause 10.1(b), 50% or more of the General Members who made the request may call and arrange to hold a General Meeting.
- (b) To call and hold a meeting under clause 10.2, the General Members must:
 - (i) as far as possible, follow the procedures for General Meetings set out in this Constitution;
 - (ii) call the meeting using the list of members on the Register of Members, which the Company must provide to the members making the request at no cost, and
 - (iii) hold the General Meeting within three months after the request was given to the Company.
- (c) The Company must pay the General Members who request the General Meeting any reasonable expenses they incur because the Board did not call and hold the meeting.

10.3. Annual general meeting

- (a) A General Meeting, called the AGM, must be held:
 - (i) within 18 months after registration of the Company, and
 - (ii) after the first AGM, at least once in every calendar year.
- (b) Even if these items are not set out in the notice of meeting, the business of an AGM may include:
 - (i) a review of the Company's activities;
 - (ii) a review of the Company's finances;
 - (iii) any auditor's report;
 - (iv) the election of directors; and
 - (v) the appointment and payment of auditors, if any.
- (c) Before or at the AGM, the Board must give information to the Members on the Company's activities and finances during the period since the last AGM.
- (d) The Chair of the AGM must give members, as a whole, a reasonable opportunity at the meeting to ask questions or make comments about the management of the Company.

10.4. Notice of general meetings

- (a) Notice of a General Meeting, including an AGM, must be given to:
 - (i) each Member entitled to attend or vote at the meeting;
 - (ii) each Director, and
 - (iii) the Auditor (if any).
- (b) At least 45 days prior to the proposed date of a General Meeting, the Company Secretary will request from Members that have a right to vote, notices of motion, which must be received by the Company no less than 28 days prior to the General Meeting.
- (c) Notice of a General Meeting must be provided in writing at least 21 days before the meeting.
- (d) Subject to clause 10.4(e), notice of a meeting may be provided less than 21 days before the meeting if:

- (i) for an AGM, all the Members entitled to vote at the AGM agree beforehand, or
 - (ii) for any other general meeting, Members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- (e) Notice of a General Meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
- (i) remove a Director;
 - (ii) appoint a Director in order to replace a Director who was removed; or
 - (iii) remove an Auditor.
- (f) Notice of a General Meeting must include:
- (i) the place, date and time for the meeting;
 - (ii) if the meeting is to be held in two or more places, the technology that will be used to facilitate this;
 - (iii) the general nature of the meeting's business;
 - (iv) where applicable, any notice of motion received from any Member, pursuant to clause 10.4(b), who has the right to attend and vote at the meeting, or any notice of motion received from any Director;
 - (v) if applicable, that a Special Resolution is to be proposed and the words of the proposed resolution;
 - (vi) a statement that Members have the right to appoint proxies and that, if a Member appoints a proxy:
 - (A) the proxy must be a Member entitled to vote, or a Director;
 - (B) the proxy form must be delivered to the Company at its registered address or the address (including an electronic address) specified in the notice of the meeting; and
 - (C) the proxy form must be delivered to the Company at least 48 hours before the meeting.
- (g) If a General Meeting is adjourned for one month or more, the people set out in clause 10.4(a) must be given new notice of the resumed meeting, with such notice to include the same information in respect of the resumed meeting as set out in clause 10.4(f).

10.5. Business of General Meetings

- (a) For the avoidance of doubt the business of the General Meeting will be as required by the Corporations Act or the ACNC Law.
- (b) No business other than that stated in the notice of meeting may be transacted at a General Meeting.

10.6. Cancellation or postponement of General Meeting

Where a General Meeting is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. This clause does not apply to a General Meeting convened by:

- (a) Members;
- (b) the Directors at the request of Members; or
- (c) a court of law.

10.7. Written notice of cancellation or postponement of General Meeting

Notice of the cancellation, or postponement of a General Meeting must state the reasons for doing so and be given to:

- (a) each Member entitled to attend the General Meeting; and
- (b) each other person entitled to notice of a General Meeting under the Corporations Act.

10.8. Contents of notice postponing General Meeting

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as, or different to, the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

10.9. Number of clear days for postponement of General Meeting

If a notice to postpone a General Meeting is given pursuant to clauses 10.6 and 10.7, the number of days between the date of the notice and the postponed General Meeting must not be less than the number of days' notice required by clause 10.4 or the Corporations Act.

10.10. Business at postponed General Meeting

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

10.11. Representative, proxy or attorney at postponed General Meeting

Where:

- (a) a Member appoints a proxy or attorney by way of instrument (an **Instrument**) to attend and vote at a General Meeting on a specified date, or at a General Meeting or General Meetings to be held on or before a specified date; and
- (b) the date for the meeting is postponed to a date later than the date specified in the Instrument, then that later date is substituted for the date specified in the Instrument, unless the appointing Member notifies the Company in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

10.12. Non-receipt of notice

The non-receipt of a notice convening, cancelling or postponing a General Meeting, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

10.13. Right to appoint proxy

- (a) A Member entitled to vote at a General Meeting of the Company is entitled to appoint another Member entitled to vote, or a Director, as their proxy to attend the meeting in their place in accordance with the Corporations Act.
- (b) A proxy may be revoked by the appointing voting Member at any time by notice in writing to the Company which will be received by the company, at least 48 hours before the time at which the meeting is to be held.
- (c) A person may not hold more than five (5) proxy votes in respect of any vote or poll.

10.14. Form of proxy

The instrument appointing a proxy may be in a form determined by the Directors from time to time provided it complies with the requirements of the Corporations Act.

10.15. Attorney of Member

A Member may appoint an attorney to act on the Member's behalf at all or any meetings of the Company.

10.16. Lodgment of proxy or attorney documents

- (a) A proxy or attorney of a Member entitled to vote at a General Meeting or adjourned or postponed meeting (as the case may be) only if the instrument appointing the proxy or attorney is received by the Company:
 - (i) at the office specified for that purpose in the notice of meeting; and
 - (ii) at least 48 hours before the scheduled commencement time for the meeting or adjourned or postponed meeting (as the case may be) at which the person named in the instrument proposes to vote. The scheduled commencement time is as specified in the notice of meeting.
- (b) An undated proxy is taken to be dated on the day that it is received by the Company.

10.17. Authority given by appointment

- (a) Unless the terms of the appointment specify to the contrary, an appointment by a Member entitled to vote confers authority on a proxy or attorney:
 - (i) to agree to a General Meeting being convened by shorter notice than is required by the Corporations Act or by this Constitution;
 - (ii) to speak to any proposed resolution; and
 - (iii) to demand or join in demanding a poll on any resolution.
- (b) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy or attorney on how to vote on those resolutions, the appointment is taken to confer authority:
 - (i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
 - (ii) to vote on any procedural motion; and
 - (iii) to act generally at the meeting.
- (c) Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote:
 - (i) at the postponed or adjourned meeting; or
 - (ii) at the new venue.
- (d) An appointment of a proxy may be a standing proxy — that is, the appointment under the proxy remains valid until it is revoked by the Member that made the appointment.
- (e) The instrument appointing a proxy may provide for the Chair to act as proxy in the absence of any other appointment or if the person or persons nominated fails or fail to attend the meeting.

- (f) The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.
- (g) If a proxy is validly appointed to vote on a particular resolution by more than one Member and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then the proxy must not vote on a show of hands taken on the resolution.

10.18. Proceedings at General Meeting

- (a) Number for a quorum

The quorum will be the number of Members who must be present in person or attending a Telecommunications Meeting and be eligible to vote at a General Meeting as determined by the Members by ordinary resolution in a General Meeting from time to time and as at the date of this Constitution will be at least 20% of the existing General Members.

- (b) Requirement for a quorum

An item of business may not be transacted at a General Meeting unless a quorum is present at the commencement of, and remains throughout, the General Meeting.

- (c) Quorum and time

If, within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:

- (i) if convened by, or on requisition of, Members, is dissolved; and
- (ii) in any other case stands adjourned to such other day, time and place as the Chair determines.

10.19. Adjourned meeting

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those Members then present will constitute a quorum, provided at least three Members are present. If a minimum of three Members are not present for the adjourned meeting within 30 minutes of the time appointed, then the meeting will lapse.

10.20. Chair to preside over General Meetings

- (a) The Chair is entitled to preside as Chair at General Meetings.
- (b) If a General Meeting is convened and there is no Chair, or the Chair is not present within 15 minutes after the time appointed for the meeting, or is unable or unwilling to act, the following may preside as Chair (in order of entitlement):
 - (i) the Deputy Chair;
 - (ii) a Director (or other person) chosen by a majority of the Directors present;
 - (iii) the only Director present;
 - (iv) a Member entitled to vote who is chosen by a majority of the Members present who are entitled to vote; or
 - (v) a validly appointed proxy or attorney of a Member.

10.21. Conduct of General Meetings

- (a) The Chair of the General Meeting:
 - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;

- (ii) may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
- (iii) may, having regard where necessary to the ACNC Law and the Corporations Act, terminate discussion or debate on any matter whenever the Chair considers it necessary or desirable for the proper conduct of the meeting.

(b) A decision by the Chair under this clause 10.21 is final.

10.22. Adjournment of General Meeting

- (a) The Chair may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the Members present and entitled to vote.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

10.23. Notice of adjourned meeting

- (a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 14 days or more.
- (b) Where a meeting is adjourned for 14 days or more, at least the same period of notice as was originally required for the meeting, must be given for the adjourned meeting.

10.24. Questions decided by majority

Except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

10.25. Equality of votes

Where an equal number of votes are cast in favour of and against the resolution, the Chair may exercise a second and casting vote in addition to the Chair's deliberate vote.

10.26. Declaration of results

- (a) At any General Meeting a resolution is to be put to the vote of the meeting unless a poll is properly demanded, and the demand is not withdrawn.
- (b) If the Chair makes a declaration that a resolution has, on show of hands been lost or carried, whether unanimously or by a particular majority, an entry to that effect in the minutes of meetings of the Company is conclusive evidence of the fact.
- (c) Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

10.27. Poll

- (a) If a poll is properly demanded in accordance with the Corporations Act or by the Chair of the meeting, it must be taken in the manner and at the date and time directed by the Chair, and the result of the poll is the resolution of the meeting at which the poll was demanded.
- (b) A poll demanded on the election of a Chair or on a question of adjournment must be taken immediately.

- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

10.28. Objection to voting qualification

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
 - (i) may not be raised except at that meeting; and
 - (ii) must be referred to the Chair, whose decision is final.
- (b) A vote not disallowed under the objection, is valid for all purposes.

10.29. Chair to determine any poll dispute

If there is a dispute about the admission or rejection of a vote, the Chair must decide it and the Chair's decision made is final.

10.30. Voting of Members

At a General Meeting, voting will be conducted by a show of hands, or on a poll or any other method of voting as provided by the Board.

11. DIRECTORS

11.1. Number of Directors

- (a) The Board will comprise of a minimum of six (6) General Members and up to nine (9) General Members in total, elected in accordance with clause 11.7 provided that the Board must include one Director under the age of 30 at the date of commencement of their first term as Director.
- (b) An Ex-Officio Member of the Board will not be counted for the purposes of the number of Directors required by clause 11.1(a).

11.2. First Directors

- (a) On incorporation of the Company as a company limited by guarantee under the Corporations Act, the Directors will be those people named in the application to the Australian Securities and Investment Commission for incorporation (**First Directors**), which for the avoidance of doubt are the directors of the entity, that was the incorporated association Young Men's Christian Association of Canberra, at the start of the meeting at which this Constitution is adopted, subject to the resignation or other cessation of any such director.
- (b) For the avoidance of doubt:
 - (i) the maximum term provisions in the Constitution also apply to the First Directors and any former directors while the Company was an incorporated association (**Former Director**);
 - (ii) any term of service of a First Director or Former Director while the Company was an incorporated association is also counted when determining the total years served, and
 - (iii) Former Directors that served nine (9) consecutive years as director of the Company (in any capacity) while it was an incorporated association, are not eligible for re-election or re-appointment for a period of not less than three (3) years following the end of such term.

11.3. Eligibility

To be eligible for nomination and election, a person must:

- (a) be a General Member;
- (b) not have exceeded the maximum term of office under clause 11.8; and
- (c) comply with the provisions of this Constitution in relation to nomination and election.

11.4. Nomination for election

- (a) At least 60 days prior to the proposed date of the AGM at which a resolution or resolutions will be proposed to fill a vacancy in an Elected Director position, the Company Secretary will request from Members nominations (which comply with this clause 11.4) for elections to positions falling vacant, which must be received no less than 30 days prior to the AGM.
- (b) The request from the Company Secretary to Members for nominations will include any recommendation from the Board regarding the desired skills required to fill an Elected Director position, consistent with the eligibility requirements set out at clause 11.3.
- (c) A nomination must:
 - (i) be in the form required by the Board and this Constitution;
 - (ii) be signed by a nominee and a seconder, both of whom must be General Members; and
 - (iii) be submitted to the Governance and Nominations Committee, if one, appointed by the Directors to administer nominations on behalf of the Board, or if no Governance and Nominations Committee to the Company Secretary.
- (d) If the number of nominations received exceeds the number of positions to be filled, a ballot shall be held in a manner decided by the Board, otherwise the nominated people will be declared elected to the respective positions.

11.5. Term of office of Directors generally

Subject to clauses 11.7, 11.8 and 11.9, Directors will hold office for a term of three (3) years.

11.6. Office held until end of meeting

A retiring Elected Director holds office until the end of the General Meeting at which that Elected Director retires but, subject to the requirement of this Constitution, including clauses 11.7 and 11.8, is eligible for re-election.

11.7. Elected Director elected at General Meeting

- (a) At a General Meeting:
 - (i) at which an Elected Director retires; or
 - (ii) at the commencement of which there is a vacancy in the office of an Elected Director, there will, subject to clause 11.7(b), be a vote of the Members entitled to vote to fill the vacancy.
- (b) In the event the number of nominations received for the Board are less than the positions to be filled, the Board may fill the vacancy as a casual vacancy pursuant to clause 11.9, and the Member so appointed will hold office up to and including the Annual General Meeting next following the date of their appointment, at which time the Director must retire, but is eligible for re-election.

11.8. Maximum term of office for Directors

- (a) A Director may seek election under clause 11.7, for a maximum of nine (9) consecutive years in any capacity, including for the avoidance of doubt terms filling a casual vacancy and any terms served as a Former Director in accordance with clause 11.2(b).
- (b) A Director may serve as Chair of the Board, as appointed under clause 12.4, for a term of one (1) year from the date of appointment and may be re-elected unless such re-election would involve the Chair serving more than five (5) consecutive terms, which for the avoidance of doubt is a maximum of five (5) years out of the total nine (9) year term that a Director may serve.
- (c) Where a person has been a Director for the maximum terms set out in clause 11.8(a) that person is not eligible for re-election or re-appointment for a period of not less than three (3) years following the end of such term.
- (d) Notwithstanding any other term of this Constitution, in extraordinary circumstances where it is considered by the Members to be in the best interests of the Company, one or more a Directors may be elected for one further term of three (3) years by a unanimous vote of the Members entitled to vote and present at the General Meeting.

11.9. Casual vacancy in ranks of Elected Directors

- (a) The Board may at any time appoint a person to fill a casual vacancy in the rank of the Directors.
- (b) A person appointed under clause 11.9(a) holds office until the next AGM at which time they can offer themselves for re-election and the term of this casual appointment will form part of the maximum term for appointment set out in clause 11.8, if any.

11.10. Removal of Director

- (a) Subject to the provisions of the Corporations Act, the Company may in a General Meeting by resolution passed by at least two thirds of the Members in attendance and entitled to vote, remove any Director prior to the expiration of that Director's term of office.
- (b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with clause 11.10(a) cannot be re-appointed as a Director within three (3) years from the date of their removal.

11.11. Vacation of office

The office of a Director becomes vacant when the Corporations Act says it does and also if the Director:

- (a) is removed in accordance with clause 11.10(a);
- (b) reaches nine (9) continuous years as a Director in any capacity;
- (c) becomes an ineligible director in accordance with the Corporations Act or the ACNC Law;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (e) dies;
- (f) resigns from office by notice in writing to the Company;
- (g) is not present at two (2) consecutive Board meetings held during a period of six months, without leave of absence from the Board;

- (h) is found to have breached this Constitution or the Policies;
- (i) is prohibited from being an officeholder of the Company pursuant to the Corporations Act or by reason of any order made pursuant to the Corporations Act; or
- (j) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act or the ACNC Law.

11.12. Alternate Director

A Director cannot appoint an alternate.

12. POWERS AND DUTIES OF THE BOARD

12.1. General Powers of the Board

The Board is to determine and oversee the Company's overall direction and strategy and may exercise those of the Company's powers that are not required, by the Corporations Act or the ACNC Law or by this Constitution, to be exercised by the Company in General Meeting.

12.2. Specific powers of the Board

Without limiting clause 12.1, the Board may exercise all the Company's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability, or obligation of the Company or of any other person and in all cases to do all things necessary in pursuance of the Company's Objects.

12.3. General Obligations of the Board

Each Director must exercise their powers, duties, and obligations in accordance with the duties and obligations required by them at law, including but not limited to the duties required by ACNC Law.

12.4. Board Positions

- (a) The Board may, from time to time, elect one of its number to any of the following positions:
 - (i) Chair; and
 - (ii) Deputy Chair,provided that no more than one position may be filled by one Director, until the next General Meeting.

12.5. Remuneration

- (a) Directors may be paid by way of honorarium to the amounts, if any, determined from time to time by the Company.
- (b) The payment of a Director's honorarium, if any, must be paid for the furtherance of the Objects of the Company and comply with any relevant ACNC Law.

12.6. Time and extension of time

Subject to the ACNC Law and the Corporations Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Board may at its absolute discretion extend that time, period or date as it thinks fit.

12.7. Appointment of attorney

The Board may appoint any person to be the Company's attorney for the purposes, with the powers, authorities, and discretions, for the period and subject to the conditions it thinks fit.

12.8. Provisions in power of attorney

A power of attorney granted under clause 12.7 may contain any provisions for the protection and convenience of persons dealing with the attorney that the Board thinks fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

12.9. Delegation of powers

- (a) Without limiting clause 16 the Board may by resolution, approval of Policies or by power of attorney, delegate any of their powers to the Chief Executive Officer or any employee of the Company or any other person as they think fit.
- (b) Any delegation by the Board of their powers:
 - (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
 - (ii) may be either general or limited in any way provided in the terms of the delegation;
 - (iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position;
 - (iv) must be entered into the Delegations Register which will be maintained by the Company Secretary; and
 - (v) can be revoked at any time.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
- (d) Any power exercised by a delegate is as effective as if it had been exercised by the Board.

13. PROCEEDINGS OF THE BOARD

13.1. Board meetings

- (a) Subject to clause 13.1(b), the Board may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Board must meet at least six (6) times in each calendar year, face to face or in a Telecommunications Meeting.

13.2. Questions decided by majority

A question arising at a Board meeting is to be decided by a majority of votes of the Directors present in person or in a Telecommunications Meeting and entitled to vote. Each Director present has one vote on a matter arising for decision by the Board.

13.3. Quorum

The quorum necessary for the transaction of business at a meeting will be a majority of the total number of Directors, being fifty percent plus one, or such greater number as may be fixed by the Board.

13.4. Effect of vacancy

- (a) The continuing Directors may act despite a vacancy in their number.
- (b) However, if the number of Directors is reduced below the minimum number of Directors set out at clause 11.1, the remaining Directors may act only for the purpose of filling the

vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

13.5. Convening meetings

- (a) A Director may, and the Company Secretary on the request of a Director must, convene a Board meeting.
- (b) Notice of a meeting of the Board must be given individually to each Director (except a Director on leave of absence approved by the Board). Notice of a meeting of the Board may be given in writing or other electronic means at least 14 days prior to the date of the Board meeting.
- (c) The agenda for a Board meeting must be forwarded to each Director at least seven days before such a meeting.
- (d) A Director may waive notice of a meeting of the Board by giving notice to that effect to the Company in writing or other electronic means.
- (e) A person who attends a meeting of the Board waives any objection that person may have in relation to a failure to give proper notice of the meeting.
- (f) The non-receipt of a notice of a meeting of the Board or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at a meeting of the Board.
- (g) The Chair will preside at Board Meetings. If a Chair is not appointed or if at any meeting the Chair is not present within five minutes after the time appointed for holding the same, or is unwilling to act, the Deputy Chair will preside, or if the Deputy Chair is not present, or is unwilling to act, then the Directors present may choose one of their number to preside over the meeting.
- (h) Any person presiding at a Board Meeting may exercise any vote to which that person might otherwise be entitled and will have a casting vote.

13.6. Circulating resolutions

- (a) The Board may pass a resolution without a Board meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors, subject to the quorum set out at clause 13.3 being satisfied, vote in favour of the resolution and sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) The Directors may vote on any proposed resolution by any electronic means including email, or any other written form of communications. Resolutions considered in this manner will be passed where more than 50% of the Directors eligible to vote, vote in favour of the resolution.
- (c) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. A document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of clause 13.6(a) and is taken to be signed when received by the Company in legible form.
- (d) The resolution is passed when the last Director required to achieve a majority signs and submits the resolution to the Company Secretary pursuant to this clause 13.6.

13.7. Validity of acts of Directors

Everything done at a Board meeting or a Committee meeting, or by a person acting as a Director or

as a member of a Committee, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

13.8. Directors' Interests

- (a) A Director will declare to the Board any personal interest that may conflict with their responsibility to act in the best interest of the Company (**Conflict of Interest**) as soon as practicable after that Director becomes aware of their Conflict of Interest.
- (b) Where a Director declares a Conflict of Interest, that Director must absent himself or herself from discussion of such matter unless otherwise determined by the Board and will in any event not be entitled to vote in respect of such matter.
- (c) In the event of any uncertainty in this regard, the issue will immediately be determined by a vote of the Board or, if this is not possible, the matter will be adjourned or deferred to the next meeting.
- (d) The Conflict of Interest will be entered into the Conflicts Register which will be maintained by the Company Secretary and disclosed to Directors and where relevant the Members by way of a standing notice.

13.9. Minutes

The Board must cause minutes of meetings to be made and kept according to the Corporations Act.

14. TELECOMMUNICATION MEETINGS OF THE COMPANY

14.1. Telecommunication Meeting

- (a) A General Meeting or a Board Meeting may be conducted as a Telecommunication Meeting, provided that the number of Members or Directors participating is not less than the quorum required for a General Meeting or Board meeting (as applicable).
- (b) All provisions of this Constitution relating to a meeting apply to a Telecommunication Meeting in so far as they are not inconsistent with the provisions of this clause 14.

14.2. Conduct of Telecommunication Meeting

The following provisions apply to a Telecommunication Meeting:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) all persons participating in the meeting via telecommunication who are entitled to vote may do so by announcing his or her vote, or by any other method to be pre-determined by the Chair;
- (c) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (d) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (e) a person may not leave a Telecommunication Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the Chair;
- (f) a person may conclusively be presumed to have been present and to have formed a part of a quorum at all times at a Telecommunication Meeting unless that person has

previously notified the Chair of leaving the meeting; and

- (g) a minute of proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the Chair.

15. COMMITTEES

15.1. Committees

- (a) The Board may appoint Committees as it sees fit and may delegate any of their powers to Committees consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.
- (b) The Committees may include, but will not be limited to:
 - (i) Governance and Nominations Committee;
 - (ii) Finance, Risk, and Safeguarding Committee;
 - (iii) Youth Representative Group;
 - (iv) Development Committee;
 - (v) the Sailing Club; and
 - (vi) any other Committee that the Board in their discretion determine to appoint.
- (c) The Committees' formation and functions will be set out in a Terms of Reference in respect of each Committee with the Terms of Reference reviewed as required but, in any event, no less than bi-annually.
- (d) Each Committee specified in this clause or constituted by the Board in accordance with this clause, will comprise persons as determined by the Board and with the Chair of a Committee appointed, or elected as the case may be, in accordance with the Terms of Reference.

15.2. Powers delegated to Committees

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and set out in the relevant Terms of Reference, any directions of the Board, and as set out in the Policies.
- (b) A Committee must act in accordance with the Terms of Reference of that Committee as determined by the Board, and in accordance with the Policies.
- (c) Powers delegated to and exercised by a Committee are taken to have been exercised by the Board.

15.3. Committee meetings

Unless otherwise determined by the Board, Committee meetings are governed by the provisions of this Constitution dealing with Board meetings, as far as they are capable of application as set out at clause 13.

15.4. Youth Representative Group

- (a) The Youth Representative Group, in accordance with its Terms of Reference, or other directions of the Board, may from time to time nominate one of its members as the Youth Representative Group delegate to the Board (**YRG Delegate**).
- (b) The YRG Delegate:
 - (i) must provide the Board a presentation at least four (4) times a year on the matters specified in its Terms or Reference, or as requested by the Board from

time to time; and

- (ii) will be given the opportunity to present at each Board meeting.

16. CHIEF EXECUTIVE OFFICER

16.1. Appointment of Chief Executive Officer

The Board may appoint a Chief Executive Officer for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in a particular case, may revoke any such appointment. The Chief Executive Officer will be an Ex- Officio Member of the Board.

16.2. Powers, duties and authorities of Chief Executive Officer

- (a) The Chief Executive Officer holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated by the Board.
- (b) The exercise of those powers and authorities, and the performance of those duties, by the Chief Executive Officer is subject at all times to the control of the Board.

16.3. Chief Executive Officer to attend meetings

- (a) The Chief Executive Officer is entitled to attend all meetings of the Company, meetings of the Board and any Committees.
- (b) The Board may exclude the Chief Executive Officer where the Board determines such exclusion is in the best interest of the Company or where the Chief Executive Officer has declared a personal interest which may conflict with the content of the meetings referred to in clause 16.3(a).

17. COMPANY SECRETARY

17.1. Appointment of Company Secretary

- (a) The Board must appoint the Company Secretary.
- (b) The Board may appoint the Chief Executive Officer as Company Secretary.

17.2. Suspension and removal of Company Secretary

The Board may suspend or remove a Company Secretary from that office at any time.

17.3. Powers, duties and authorities of Company Secretary

- (a) A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to him or her by the Board and this Constitution.
- (b) The Company Secretary will establish and maintain the Delegations Register, the Conflicts Register and the Register of Members.

18. POLICIES

18.1. Making and amending Policies

- (a) In addition to the any Policies made pursuant to the provisions of this Constitution, the Board may from time to time make Policies:
 - (i) that are required to be made under this Constitution; and
 - (ii) which in their opinion are necessary or desirable for the control, administration and management of the Company's affairs and may amend, repeal and replace those Policies.
- (b) Policies take effect 28 days after the service of the Policy on the Members and will be in force and effect on and from that date.

18.2. Effect of Policies

A Policy:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution; and
- (c) when in force, is binding on all Members and has the same effect as a provision of this Constitution.

19. STANDARDS AND DISCIPLINE OF MEMBERS

19.1. Expulsion of Member

- (a) Subject to clause 19.1(c) the Directors may resolve to expel a Member if:
 - (i) an Expulsion Event occurs in respect of the Member; and
 - (ii) the Company gives that Member at least 10 Business Days' notice in writing stating the Expulsion Event and that the Member is liable to be expelled, and informing the Member of its right under clause 19.1(c).
- (b) The Directors may resolve to expel a Member if the Member does not pay a Fee payable by the Member pursuant to this Constitution within 30 Business Days after the due date for its payment.
- (c) Before the passing of any resolution under clause 19.1(a), a Member is entitled to give the Directors, either orally or in writing, any explanation or defence of the Expulsion Event the Member may think fit.
- (d) Where a resolution is passed under clause 19.1(a) or 19.1(b), the Company must give that Member notice in writing of the expulsion within 10 Business Days of the resolution.
- (e) A Member may by notice in writing to the Company within 10 Business Days of receipt of the notice, request that a resolution be reviewed by the Company at the next General Meeting. If such a request is made, the Directors must propose at the next General Meeting of the Company that a resolution be moved to confirm the expulsion of the Member concerned.
- (f) A resolution under clause 19.1(a) takes effect:
 - (i) if the Member gives a notice under clause 19.1(e), on the date (if any) the resolution is confirmed by a General Meeting of the Company; or
 - (ii) if the Member does not give a notice under clause 19.1(e), on the date of the resolution.
- (g) A resolution under clause 19.1(b) takes effect on the date of the resolution.
- (h) The Directors may reinstate an expelled Member on any terms and at any time as the Directors resolve, including a requirement that all amounts due but unpaid by the expelled Member are paid.
- (i) For the avoidance of doubt, Representative Members (if any) and Life Members are subject to this clause 19.1.

19.2. Jurisdiction

All Members will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether under the Policies or under this Constitution.

19.3. Policies

- (a) The Board may make Policies:
 - (i) for the hearing and determination of:
 - (A) grievances by any Member who feels aggrieved by a decision or action of the Company; and
 - (B) disputes between Members; and
 - (C) complaints by a member of the public;
 - (ii) for the discipline of Members;
 - (iii) for the formation and administration of a standards committee which must be independent of any party before it on the matter which is the subject of the appeal in question; and
 - (iv) for the termination of Members.
- (b) The Board in its sole discretion may refer an allegation (which in the opinion of the Directors is not vexatious, trifling or frivolous) by a complainant (including a Director or a Member) that a Member has:
 - (i) breached, failed, refused, or neglected to comply with a provision of this Constitution, the Policies or any other resolution or determination of the Directors or any duly authorised committee;
 - (ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company; or
 - (iii) prejudiced the Company or brought the Company or that Member into disrepute, which for the avoidance of doubt, will include breaches of a law which subjects that Member to a criminal sanction,

for investigation or determination either under the procedures set down in the Policies or by such other procedure or by persons as the Board considers appropriate.

20. INSPECTION OF RECORDS

A Member has the right to inspect any document of the Company (including registers kept by the Company) only as set out in the Corporations Act or the ACNC Law.

21. ACCOUNTS

21.1. Accounting Records

The Board will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Corporations Act and the ACNC Law.

21.2. Auditor

A properly qualified auditor or auditors will be appointed or removed by the Board in accordance with the Corporations Act and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Corporations Act and the ACNC Law.

22. SERVICE OF DOCUMENTS

22.1. Document includes notice

In this clause 22, document includes a notice.

22.2. Methods of service on a Member

The Company may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register of Members or an alternative address nominated by the Member; or
- (c) by sending it to an electronic address nominated by the Member.

22.3. Methods of service on the Company

Unless otherwise specified in this Constitution, a Member may give a document to the Company:

- (a) by delivering it to the registered office of the Company (the Registered Office);
- (b) by sending it by post to the Registered Office; or
- (c) by sending it to an electronic address nominated by the Company.

22.4. Post

A document sent by post if sent to an address:

- (a) in Australia, may be sent by ordinary post; and
- (b) outside Australia, or sent from an address outside Australia, must be sent by airmail, and in either case is taken to have been received on the fifth Business Day after the date of its posting.

22.5. Electronic transmission

If a document is sent by electronic transmission, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the electronic transmission; and
- (b) have been delivered on the Business Day following its transmission.

23. INDEMNITY

23.1. Indemnity of officers

- (a) This clause 23 applies to every person who is or has been:
 - (i) a Director, Chief Executive Officer, or Company Secretary of the Company;
 - (ii) an Auditor appointed by the Company; and
 - (iii) to any other officers, employees, former officers or former employees of the Company or of its related bodies corporate as the Board may determine.
- (b) Each person referred to in clause 23.1(a) is referred to as an **Indemnified Officer** for the purposes of the rest of clause 23.
- (c) The Company will indemnify each Indemnified Officer out of the property of the Company against:
 - (i) every liability that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company; and
 - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Company or of a related body corporate of the Company,
 unless:
 - (iii) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or

- (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

23.2. Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium; or
 - (b) the contract would, if the Company paid the premium, be made void by statute,
- and the Indemnified Officer must comply with the requirements of the insurance contract.

23.3. Deed

The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by clause 23.1 on the terms the Board thinks fit (as long as they are consistent with clause this clause 23).

24. WINDING UP

24.1. Contributions of Members on winding up

- (a) Each Member must contribute to the Company's property in the amount set out at clause 24.1(b) if the Company is wound up while they are a Member or within one year after their Membership ceases.
- (b) The contribution is for:
 - (i) payment of the Company's debts and liabilities contracted before their membership ceased; and
 - (ii) the costs of winding up,and such amount is not to exceed the sum of ten dollars (\$10).

24.2. Excess property on winding up

- (a) If on the winding up or dissolution of the Company, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to, the National Council, being an organisation that:
 - (i) has objects similar to the Objects of the Company;
 - (ii) is deemed by the Australian Taxation Office to be a deductible gift recipient; and
 - (iii) prohibits the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company in this Constitution,provided, however, that if at the time of such winding up or dissolution, the National Council:
 - (iv) is not in existence;
 - (v) has Objects wholly dissimilar from the Company; or
 - (vi) is not a deductible gift recipient,then any property shall be given to or distributed to an organisation or organisations, whether incorporated or unincorporated:
 - (vii) having objects and purposes similar to those of the Company;

- (viii) having the same or similar charitable status as required by the Australian Taxation Office and the ACNC Law or the law from time to time; and
 - (ix) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.
- (b) That body is, or those bodies are, to be determined by the Members entitled to vote at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

24.3. Revocation of DGR Status

In the event that the Company ever has its endorsement as a deductible gift recipient as defined in the *Income Tax Assessment Act 1997* (Cth) (**DGR**) revoked, the Company must 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 ACT Supreme Court for determination.

25. AMENDMENTS TO CONSTITUTION

- 25.1.** This Constitution may be amended or repealed in accordance with this Constitution, the Corporations Act and the ACNC Law.
- 25.2.** Amendments to this Constitution will be made by Special Resolution passed at either an AGM or a General Meeting.
- 25.3.** No addition, alteration or amendment can be made to this Constitution unless first approved by the National Council prior to being passed by Special Resolution.
- 25.4. A Special Resolution amending, adopting or repealing the Constitution takes effect:**
- (a) if no later date is specified in the Special Resolution, then on the date on which the resolution is passed; or
 - (b) on a later date specified in, or determined in accordance with, the Special Resolution.
- 25.5.** The Members must not pass a Special Resolution that amends this Constitution if passing it causes the Company to cease being a charity or lose deductible gift recipient status.