



CONSTITUTION OF COMPANIONS AND PETS PARTY LIMITED

CORPORATIONS ACT

COMPANY LIMITED BY GUARANTEE

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Corporations Act
Company Limited by Guarantee
CONSTITUTION
of
COMPANIONS AND PETS PARTY LIMITED

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Constitution:

- 1.1.1. **Annual General Meeting** means a meeting of Members held under clause 6.1.1;
- 1.1.2. **Appointed Director** means a Director appointed in accordance with clause 8.4;
- 1.1.3. **ASIC** means the Australian Securities and Investments Commission;
- 1.1.4. **Board** means the board of Directors of the Company from time to time;
- 1.1.5. **CEO** means the chief executive officer of the Company from time to time;
- 1.1.6. **Company** means the company to which this Constitution relates, being the Companions and Pets Party Limited;
- 1.1.7. **Constitution** means this constitution as originally adopted or as amended from time to time;
- 1.1.8. **Corporations Act** means the *Corporations Act 2001* (Cth);
- 1.1.9. **Director** means a director of the Company;
- 1.1.10. **Elected Chairperson** means a person elected by the Directors to be the Company's chairperson under clause 8.7;
- 1.1.11. **Elected Director** means a Director appointed in accordance with clause 8.5;
- 1.1.12. **General Meeting** means a meeting of Members and includes the Annual General Meeting, under clause 6.1.1;
- 1.1.13. **Initial Director** means a person who is named in the application for registration of the Company, with their consent, as a proposed Director;
- 1.1.14. **Initial Member** means a person who is named in the application for registration of the Company, with their consent, as a proposed Member;
- 1.1.15. **Member** means the Initial Members and any person subsequently admitted to membership of the Company under clause 4.6;
- 1.1.16. **Member Present** means, in connection with a General Meeting, a Member present in person or present via the use of an electronic or telecommunications audio or audio visual device (such as by video call or phone call) at the venue or venues for the meeting;

- 1.1.17. **Not-For-Profit** means an organisation that does not operate for the profit or gain of Members (whether these gains would have been direct or indirect) and which prohibits the distribution of Surplus Assets to its Members (for the avoidance of doubt, this applies while the Company is operating and if winding up under clause 19);
- 1.1.18. **Principal Purpose** means the purposes for which the Company was established as described in clause 3.1;
- 1.1.19. **Provisional Member** is described in clause 4.6;
- 1.1.20. **Secretary** means any person appointed to perform the duties of a secretary to the Company and includes an honorary secretary;
- 1.1.21. **Special Resolution** means a resolution:
 - 1.1.21.1. of which notice has been given under clause 6.2.5.3; and
 - 1.1.21.2. that has been passed by at least 75% of the votes cast by Members Present and entitled to vote on the resolution; and
- 1.1.22. **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.

1.2. Reading this Constitution with the Corporations Act

- 1.2.1. The replaceable rules set out in the Corporations Act do not apply to the Company.
- 1.2.2. The Corporations Act overrides any clauses in this Constitution which are inconsistent with the Corporations Act.
- 1.2.3. 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.

1.3. Interpretation

In this Constitution:

- 1.3.1. the words 'including', 'for example', or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression; and
- 1.3.2. 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).

2. LIABILITY OF MEMBERS

2.1. Type of company

The Company is a Not-For-Profit public company limited by guarantee.

2.2. Limited liability of Members

The liability of Members is limited to the amount of the guarantee in clause 2.3.

2.3. The guarantee

Each Member must contribute an amount not more than \$2 to the property of 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:

- 2.3.1. debts and liabilities of the Company incurred before the Member stopped being a Member; or
- 2.3.2. costs of winding up.

3. PURPOSES AND POWERS

3.1. Principal Purpose

The Principal Purpose of the Company is to support people's rights to own companion animals and pets, and people's rights to engage in lawful pursuits with their animals. These rights come with the responsibility for the health and welfare of those companion animals and pets. The Party will work to uphold those rights for people.

3.2. The Company will seek to achieve the Principal Purpose by, without limitation, undertaking the following activities:

- 3.2.1. seeking the election or appointment to parliaments of the states, territories and Commonwealth of Australia, and to local government councils, of people committed to the Principal Purpose;
- 3.2.2. promoting the election to the Legislative Assembly or Legislative Council of a candidate or candidates endorsed by the Company or by a body or organisation of which the Company forms a part of;
- 3.2.3. undertaking coordinated campaigns of actions with a view to representing the rights of animal owners in society;
- 3.2.4. expanding the membership of the Company;
- 3.2.5. organising activities and initiate programs which publicise and further the Principal Purpose;
- 3.2.6. engaging with other organisations and Not-For-Profits with objectives consistent with the Principal Purpose; and
- 3.2.7. doing all such things as are incidental or conducive to the attainment of all or any objectives of the Company set out above.

3.3. Powers

Subject to clause 3.4, the Company has the following powers, which may only be used to carry out its Principal Purpose:

- 3.3.1. the powers of an individual; and
- 3.3.2. all the powers of a company limited by guarantee under the Corporations Act.

3.4. Not-for-profit

- 3.4.1. The Company must not distribute any income or assets directly or indirectly to its Members, except as provided in clauses 3.4.2 and 19.2.

3.4.2. Clause 3.4.1 does not stop the Company from doing the following things, provided they are done in good faith:

3.4.2.1. paying a Member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the Company; or

3.4.2.2. making a payment to a Member in carrying out the Principal Purpose.

3.5. Amending the Constitution

3.5.1. Subject to clause 3.5.2, the Members may amend this Constitution by passing a Special Resolution.

3.5.2. The Members must not pass a Special Resolution that amends this Constitution if passing it causes the Company to no longer be a Not-For-Profit.

4. MEMBERS

4.1. Membership and register of Members

4.1.1. The Members are:

4.1.1.1. the Initial Members, and

4.1.1.2. any other person that the Directors allow to be a Member, in accordance with this Constitution.

4.1.2. The Company must establish and maintain a register of Members. The register of Members must be kept by the Secretary and must contain:

4.1.2.1. for each current Member:

4.1.2.1.1. name;

4.1.2.1.2. address;

4.1.2.1.3. any alternative address nominated by the Member for the service of notices;

4.1.2.1.4. any other information required by the Australian Electoral Commissions; and

4.1.2.1.5. the date the Member was entered on to the register; and

4.1.2.2. for each person who stopped being a Member in the last 7 years:

4.1.2.2.1. name;

4.1.2.2.2. address;

4.1.2.2.3. any alternative address nominated by the Member for the service of notices;

4.1.2.2.4. any other information required by the Australian Electoral Commissions; and

4.1.2.2.5. the dates the membership started and ended.

4.2. Categories of Members

4.2.1. The Directors may:

4.2.1.1. establish or change categories of Members and prescribe the qualifications, rights and privileges of persons to become a Member of any category;

4.2.1.2. divide Members by reference to their state, territory or place of residence; and

4.2.1.3. establish categories of special members to advance the Principal Purpose.

4.2.2. The Directors must ensure that all matters outlined in clause 4.2.1 are documented and made available to people wishing to apply to become a Member.

4.3. Membership fees and subscriptions payable

4.3.1. Each Member must pay to the Company any membership fee or subscription determined by the Directors from time to time.

4.3.2. The Directors may prescribe restrictions on Members that have not paid all membership fees and subscriptions (if any) owing to the Company.

4.3.3. The Directors must ensure that the matters outlined in this clause 4.3 are documented and made available to Members and people wishing to apply for membership.

4.4. Who can be a Member

A person is eligible to be a Member if they:

4.4.1. support the purposes of the Company;

4.4.2. agree and accept to abide by this Constitution;

4.4.3. have not been convicted of a disqualifying electoral offence within 10 years of their application for membership under clause 4.5; and

4.4.4. apply to become a Member under clause 4.5 and the Membership is approved.

4.5. How to apply to become a Member

A person may apply to become a Member by completing a membership application form (in a form prescribed by the Company from time to time) through which they will confirm:

4.5.1. that they want to become a Member;

4.5.2. that they support the purposes of the Company;

4.5.3. whether they are or are not a member of another Australian political party;

- 4.5.4. that they agree to pay any prescribed membership fee or subscription;
- 4.5.5. that they have not been convicted of a disqualifying electoral offence within 10 years;
- 4.5.6. that they agree to comply with this Constitution, including paying the guarantee under clause 2.3 if required; and
- 4.5.7. any other information specified by the Board from time to time.

4.6. Approval of membership

- 4.6.1. Once the Company receives a completed membership application form, the applicant automatically becomes a Provisional Member. A Provisional Member has the same rights as a Member, other than the right to vote.
- 4.6.2. Within 2 weeks following receipt by the Company of a completed membership application form, the Directors may determine to reject or accept a Provisional Member as a Member of the Company. For the avoidance of doubt, the Directors may approve or reject a Provisional Member if the membership application form does not state the matters listed in clause 4.5.
- 4.6.3. If the Directors do not make a determination to approve or reject a Provisional Member within 2 weeks in accordance with clause 4.6.2, the Provisional Member automatically becomes a Member of the Company.
- 4.6.4. If a Provisional Member is approved or automatically becomes a Member in accordance with clause 4.6.3, the Secretary must as soon as possible:
 - 4.6.4.1. enter the new Member on the register of Members; and
 - 4.6.4.2. write to the applicant to tell them that their application was approved, and the date that their membership started (see clause 4.7).
- 4.6.5. If the Directors reject a Provisional Member, the Secretary must write to the Provisional Member as soon as possible to tell them that their application has been rejected, but does not have to give reasons.

4.7. 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.

4.8. When a person stops being a Member

A person immediately stops being a Member if they:

- 4.8.1. die;
- 4.8.2. resign, by writing to the Secretary;
- 4.8.3. are expelled under clause 5.2;
- 4.8.4. have not responded within three months to a written request from the Secretary that they confirm in writing that they want to remain a Member; or

4.8.5. are convicted of a disqualifying electoral offence.

5. DISPUTE RESOLUTION AND DISCIPLINARY PROCEDURES

5.1. Dispute resolution

5.1.1. The dispute resolution procedure in this clause applies to disputes under this Constitution between a Member or Director and:

5.1.1.1. one or more Members;

5.1.1.2. one or more Directors; or

5.1.1.3. the Company.

5.1.2. A Member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 5.2 until the disciplinary procedure is completed.

5.1.3. Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it.

5.1.4. If those involved in the dispute do not resolve it under clause 5.1.3, they must within 10 days:

5.1.4.1. tell the Directors about the dispute in writing; and

5.1.4.2. attempt in good faith to settle the dispute by mediation.

5.1.5. The mediator must be:

5.1.5.1. chosen by agreement of those involved; or

5.1.5.2. where those involved do not agree, a person chosen by the Directors.

5.1.6. A mediator chosen by the Directors under clause 5.1.5.2:

5.1.6.1. may be a Member or former Member;

5.1.6.2. must not have a personal interest in the dispute; and

5.1.6.3. must not be biased towards or against anyone involved in the dispute.

5.1.7. All matters relating to a mediation must be kept confidential.

5.1.8. When conducting the mediation, the mediator must:

5.1.8.1. allow those involved a reasonable chance to be heard;

5.1.8.2. allow those involved a reasonable chance to review any written statements;

5.1.8.3. ensure that those involved are given natural justice; and

5.1.8.4. not make a decision on the dispute.

5.2. Disciplining Members

- 5.2.1. In accordance with this clause, the Directors may resolve to warn, suspend or expel a Member from the Company if the Directors consider that:
 - 5.2.1.1. the Member has breached this Constitution or any By-law or Company policy; or
 - 5.2.1.2. the Member's behaviour is causing, has caused, or is likely to cause harm to the Company.
- 5.2.2. At least 14 days before the Directors' meeting at which a resolution under clause 5.2.1 will be considered, the Secretary must notify the Member in writing:
 - 5.2.2.1. that the Directors are considering a resolution to warn, suspend or expel the Member;
 - 5.2.2.2. that this resolution will be considered at a Directors' meeting and the date of that meeting;
 - 5.2.2.3. what the Member is said to have done or not done;
 - 5.2.2.4. the nature of the resolution that has been proposed; and
 - 5.2.2.5. that the Member may provide an explanation to the Directors, and details of how to do so.
- 5.2.3. Before the Directors pass any resolution under clause 5.2.1, the Member must be given a chance to explain or defend themselves by:
 - 5.2.3.1. sending the Directors a written explanation before that Directors' meeting; and/or
 - 5.2.3.2. speaking at the meeting.
- 5.2.4. After considering any explanation under clause 5.2.3, the Directors may:
 - 5.2.4.1. take no further action;
 - 5.2.4.2. warn the Member;
 - 5.2.4.3. suspend the Member's rights as a Member for a period of no more than 12 months;
 - 5.2.4.4. expel the Member;
 - 5.2.4.5. 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
 - 5.2.4.6. require the matter to be determined at a General Meeting.
- 5.2.5. The Directors cannot fine a Member.
- 5.2.6. The Secretary must give written notice to the Member of the decision under clause 5.2.4 as soon as possible.

- 5.2.7. If the Directors consider that a Member has committed a serious breach of this Constitution or the Member's behavior is causing, has caused, or is likely to cause significant harm to the Company, the Directors may resolve to suspend the Member effective immediately and does not need to comply with clauses 5.2.2, 5.2.3 or 5.2.4.
- 5.2.8. If a resolution is made pursuant to clause 5.2.7, the Directors must subsequently notify the Member in writing:
 - 5.2.8.1. what the Member is said to have done or not done;
 - 5.2.8.2. the nature of the resolution that has been made;
 - 5.2.8.3. the nature of any further resolution proposed by the Directors and date of the meeting at which the resolution will be tabled; and
 - 5.2.8.4. that the Member may provide an explanation to the Directors in advance of that meeting, and details of how to do so.
- 5.2.9. Before the Directors pass any further resolution under clause 5.2.8.3, the Member must be given a chance to explain or defend themselves by:
 - 5.2.9.1. sending the Directors a written explanation before the meeting of Directors; and/or
 - 5.2.9.2. speaking at the meeting of Directors.
- 5.2.10. After considering any explanation under clause 5.2.9, the Directors may:
 - 5.2.10.1. take no further action;
 - 5.2.10.2. warn the Member;
 - 5.2.10.3. continue the suspension of the Member's rights as a Member for a period of no more than 12 months;
 - 5.2.10.4. expel the Member;
 - 5.2.10.5. 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
 - 5.2.10.6. require the matter be determined at a General Meeting.
- 5.2.11. Disciplinary procedures must be completed as soon as reasonably practical.
- 5.2.12. There will be no liability for any loss or injury suffered by a Member as a result of any decision made in good faith under this clause.

6. GENERAL MEETINGS OF MEMBERS

6.1. Annual General Meeting

- 6.1.1. A General Meeting, called the Annual General Meeting, must be held:

- 6.1.1.1. within 18 months after registration of the Company; and
- 6.1.1.2. after the first Annual General Meeting, at least once in every calendar year.
- 6.1.2. Even if these items are not set out in the notice of meeting, the business of an Annual General Meeting may include:
 - 6.1.2.1. a review of the Company's activities;
 - 6.1.2.2. a review of the Company's finances;
 - 6.1.2.3. any auditor's report;
 - 6.1.2.4. the election of Elected Directors; and
 - 6.1.2.5. the appointment and payment of auditors, if any.
- 6.1.3. 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.
- 6.1.4. 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.

6.2. Notice of General Meetings

- 6.2.1. Notice of a General Meeting must be given to:
 - 6.2.1.1. each Member;
 - 6.2.1.2. each Director; and
 - 6.2.1.3. the auditor (if any).
- 6.2.2. Notice of a General Meeting must be provided in writing or by electronic form at least 21 days before the meeting.
- 6.2.3. Subject to clause 6.2.4, notice of a meeting may be provided less than 21 days before the meeting if:
 - 6.2.3.1. for an Annual General Meeting, all the Members entitled to attend and vote at the Annual General Meeting agree beforehand; or
 - 6.2.3.2. for any other General Meeting, Members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- 6.2.4. Notice of a meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
 - 6.2.4.1. remove an Elected Director;
 - 6.2.4.2. appoint an Elected Director in order to replace an Elected Director who was removed; or
 - 6.2.4.3. remove an auditor.

- 6.2.5. Notice of a General Meeting must include:
- 6.2.5.1. the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
 - 6.2.5.2. the general nature of the meeting's business; and
 - 6.2.5.3. if applicable, that a Special Resolution is to be proposed and the words of the proposed resolution.
- 6.2.6. If a General Meeting is adjourned for one month or more, the Members must be given new notice of the resumed meeting.

6.3. Quorum at General Meetings

- 6.3.1. For a General Meeting to be held, at least 20 Members (**a quorum**) must be present (in person) for the whole meeting. When determining whether a quorum is present, a person may only be counted once.
- 6.3.2. No business may be conducted at a General Meeting if a quorum is not present.
- 6.3.3. If there is no quorum present within 30 minutes after the starting time stated in the notice of General Meeting, the General 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:
- 6.3.3.1. if the date is not specified – the same day in the next week;
 - 6.3.3.2. if the time is not specified – the same time; and
 - 6.3.3.3. if the place is not specified – the same place.
- 6.3.4. If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

6.4. Auditor's right to attend meetings

- 6.4.1. 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.
- 6.4.2. The Company must give the auditor (if any) any communications relating to the General Meeting that a Member is entitled to receive if any part of the meeting concerns the auditor in the capacity of auditor.

6.5. Using technology to hold meetings

- 6.5.1. The Company may hold a General Meeting at two or more venues using any technology, including any audio or audiovisual electronic means, that gives the Members as a whole a reasonable opportunity to participate, including to hear and be heard.
- 6.5.2. Anyone using this technology is taken to be present in person at the meeting.

6.6. Chairperson for General Meetings

- 6.6.1. The Elected Chairperson is entitled to chair General Meetings.
- 6.6.2. The Members Present and entitled to vote at a General Meeting may choose a Director to be the chairperson for that meeting if:
 - 6.6.2.1. there is no Elected Chairperson; or
 - 6.6.2.2. the Elected Chairperson is not present within 30 minutes after the starting time set for the meeting; or
 - 6.6.2.3. the Elected Chairperson is present but says they do not wish to act as chairperson of the meeting.

6.7. Role of the chairperson

- 6.7.1. 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)).
- 6.7.2. The chairperson does have a casting vote.

6.8. Adjournment of meetings

- 6.8.1. If a quorum is present, a General Meeting must be adjourned if a majority of Members Present direct the chairperson to adjourn it.
- 6.8.2. Only unfinished business may be dealt with at a meeting resumed after an adjournment.

7. VOTING AT GENERAL MEETINGS

7.1. How many votes a Member has

Each Member has one vote.

7.2. Challenge to a Member's right to vote

- 7.2.1. A Member or the chairperson may only challenge a person's right to vote at a General Meeting at that meeting.
- 7.2.2. If a challenge is made under clause 7.2.1, the chairperson must decide whether or not the person may vote. The chairperson's decision is final.

7.3. How voting is carried out

- 7.3.1. Voting must be conducted and decided by:
 - 7.3.1.1. a show of hands;
 - 7.3.1.2. a vote in writing; or
 - 7.3.1.3. another method chosen by the chairperson or prescribed by the Directors that is fair and reasonable in the circumstances.
- 7.3.2. On a show of hands, the chairperson's decision is conclusive evidence of the result of the vote.

- 7.3.3. 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.

7.4. When and how a vote in writing must be held

- 7.4.1. A vote in writing may be demanded on any resolution instead of or after a vote by a show of hands by:
- 7.4.1.1. at least 3 Members Present; and
 - 7.4.1.2. the chairperson.
- 7.4.2. A vote in writing must be taken when and how the chairperson directs, unless clause 7.4.3 applies.
- 7.4.3. A vote in writing must be held immediately if it is demanded under clause 7.4.1:
- 7.4.3.1. for the election of a chairperson under clause 6.6.2; or
 - 7.4.3.2. to decide whether to adjourn the meeting.
- 7.4.4. A demand for a vote in writing may be withdrawn.

8. DIRECTORS

8.1. Number of Directors

The Company must have at least 4 and no more than 8 Directors. The Board will determine the number of current Directors of the Company.

8.2. Composition

Provided always the number of Directors complies with clause 8.1, the Board will consist of:

- 8.2.1. a minimum of 4 and a maximum of 6 Appointed Directors appointed in accordance with clause 8.4.1.2; and
- 8.2.2. up to 2 Elected Directors appointed in accordance with clause 8.5.

8.3. Eligibility

- 8.3.1. A person is eligible for election or appointment as a Director in accordance with clause 8.4 and 8.5 if they:
- 8.3.1.1. are a Member of the Company and have paid all membership fees or subscriptions owed to the Company (if any);
 - 8.3.1.2. give the Company their signed consent to act as a Director;
 - 8.3.1.3. are not ineligible to be a director under the Corporations Act; and
 - 8.3.1.4. their nomination is approved by the Nomination Committee.

8.4. Appointment of Appointed Directors

8.4.1. The Board may by resolution appoint a person as an Appointed Director if that person is:

8.4.1.1. nominated by the Nomination Committee; and

8.4.1.2. eligible for appointment under clause 8.3.

8.4.2. Each of the Appointed Directors must be appointed by a separate resolution unless:

8.4.2.1. the Directors present have first passed a resolution that the appointments may be voted on together; and

8.4.2.2. no votes were cast against that resolution.

8.5. Election and appointment of Elected Directors

8.5.1. The Members may resolve to appoint an Elected Director in a General Meeting if that person:

8.5.1.1. has been nominated by the Nomination Committee; and

8.5.1.2. is eligible for appointment under clause 8.3.

8.5.2. Each of the Elected Directors must be appointed by a separate resolution, unless:

8.5.2.1. the Members Present have first passed a resolution that the appointments may be voted on together; and

8.5.2.2. no votes were cast against that resolution.

8.6. Vacancies

8.6.1. The Directors may (but are not obliged to) appoint a person to fill a vacancy in the Board constituted under clause 8.2 if that person is eligible under clause 8.3.

8.6.2. A person so appointed to fill a vacancy as an Elected Director will hold office until the next Annual General Meeting but is then eligible for election as Elected Director subject to clause 8.5.

8.6.3. A person so appointed as an Appointed Director will hold office until the next Annual General Meeting and the term of office will commence on that date.

8.7. Election of chairperson

The Directors must elect a Director as the Company's Elected Chairperson.

8.8. Term of office

8.8.1. The term of office of a Director is 2 years excluding any term of office held in filling a casual vacancy.

8.8.2. Subject to clause 8.9 the expiration of that term is deemed to occur at the conclusion of the second Annual General Meeting following the appointment or election of that Director as the case may be.

8.9. Transitional provisions

- 8.9.1. The Initial Directors are deemed to be Appointed Directors.
- 8.9.2. The first three Appointed Directors (after the Initial Directors) appointed under this constitution will be appointed for 1 year terms.
- 8.9.3. The first Elected Directors elected under this constitution will be elected for 1 and 2 year terms respectively.

8.10. When a Director stops being a Director

A Director stops being a Director if they:

- 8.10.1. give written notice of resignation as a Director to the Company;
- 8.10.2. die;
- 8.10.3. are removed as a Director by a resolution of the Members;
- 8.10.4. stop being a Member;
- 8.10.5. are absent for three consecutive Directors' meetings without approval from the Directors;
- 8.10.6. brings the Company into disrepute;
- 8.10.7. are charged with an indictable offence; or
- 8.10.8. become ineligible to be a Director under the Corporations Act.

8.11. Nomination Committee

- 8.11.1. The Board will establish a Nomination Committee comprising of:
 - 8.11.1.1. the chairperson;
 - 8.11.1.2. 2 Appointed Directors; and
 - 8.11.1.3. up to 1 Elected Director.
- 8.11.2. The chairperson will be chairperson of the Nominations Committee.
- 8.11.3. The Nominations Committee shall meet as may be determined by the chairperson of the Nominations Committee.
- 8.11.4. The responsibilities of the Nominations Committee shall be to:
 - 8.11.4.1. encourage appropriate persons to stand for election as a Director;
 - 8.11.4.2. manage the selection process for candidates to be Directors; and
 - 8.11.4.3. nominate and approve prospective Appointed Directors the persons who can stand for election to be an Elected Director.

9. POWERS OF DIRECTORS

9.1. Powers of Directors

- 9.1.1. The Directors are responsible for managing and directing the activities of the Company to achieve the Principal Purpose.
- 9.1.2. 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.
- 9.1.3. The Directors are the only persons authorised to make statements or communications to the media or any other person concerning the activities or policies of the Company.
- 9.1.4. The Directors must use reasonable endeavours to ensure the Company maintains at least the minimum number and types of Members required by the relevant Australian Electoral Commissions.
- 9.1.5. The Directors must decide on the responsible financial management of the Company including:
 - 9.1.5.1. any suitable written delegations of power under clause 9.2; and
 - 9.1.5.2. how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
- 9.1.6. The Directors cannot remove a Director or auditor. Directors and auditors may only be removed by a Members' Resolution at a General Meeting.
- 9.1.7. The Directors may propose a Special Resolution to be voted on at a General Meeting in accordance with the requirements of this Constitution and by law.

9.2. Delegation of Directors' powers

- 9.2.1. The Directors may establish working groups and committees from time to time to assist the Directors to fulfil their responsibilities. The Directors will determine the membership, terms of reference (including the extent to which the Directors delegate any of their powers and functions) and duration.
- 9.2.2. 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. The delegation must be recorded in the Company's minute book.

9.3. Payments to Directors

- 9.3.1. The Company must not pay fees to a Director for acting as a Director.
- 9.3.2. The Company may:
 - 9.3.2.1. pay a Director for work they do for the Company, other than as a Director, if the amount is no more than a reasonable fee for the work done; or
 - 9.3.2.2. reimburse a Director for expenses properly incurred by the Director in connection with the affairs of the Company.

9.3.3. Any payment made under clause 9.3.2 must be approved by the Directors.

9.3.4. The Company may pay premiums for insurance indemnifying Directors, as allowed for by law (including the Corporations Act) and this Constitution.

9.4. Execution of documents

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

9.4.1. two Directors of the Company; or

9.4.2. a Director and the Secretary.

9.5. Electronic Execution

Documents may be signed using an electronic signature, an electronic communication (as that term is defined in the *Electronic Transactions Act 1999* (Cth)) or a proprietary program (for example DocuSign or AdobeSign) which is applied following verification of an individual's identity (collectively, an **Electronic Signature**) and the use of an Electronic Signature constitutes legally effective execution of the document by the Company and will be considered conclusive as to the persons' intention to sign the agreement on behalf of the Company as if signed by that person's (or any of its duly authorised signatory's) manuscript signature.

10. DUTIES OF DIRECTORS

10.1. Duties of Directors

The Directors must comply with their duties as directors under legislation and common law, and with the duties set out in the Corporations Act which are:

10.1.1. 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;

10.1.2. to act in good faith in the best interests of the Company and to further the Principal Purpose;

10.1.3. not to misuse their position as a Director;

10.1.4. not to misuse information they gain in their role as a Director;

10.1.5. to disclose any perceived or actual material conflicts of interest in the manner set out in clause 10.2;

10.1.6. to ensure that the financial affairs of the Company are managed responsibly; and

10.1.7. not to allow the Company to operate while it is insolvent.

10.2. Conflicts of interest

10.2.1. 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):

10.2.1.1. to the other Directors; or

- 10.2.1.2. if all of the Directors have the same conflict of interest, to the Members at the next General Meeting, or at an earlier time if reasonable to do so.
- 10.2.2. The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.
- 10.2.3. 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 10.2.4:
 - 10.2.3.1. be present at the meeting while the matter is being discussed; or
 - 10.2.3.2. vote on the matter.
- 10.2.4. A Director may still be present and vote if:
 - 10.2.4.1. their interest arises because they are a Member, and the other Members have the same interest;
 - 10.2.4.2. their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director (see clause 18.2);
 - 10.2.4.3. their interest relates to a payment by the Company under clause 18.1 (indemnity), or any contract relating to an indemnity that is allowed under the Corporations Act;
 - 10.2.4.4. ASIC makes an order allowing the Director to vote on the matter; or
 - 10.2.4.5. the Directors who do not have a material personal interest in the matter pass a resolution that:
 - 10.2.4.5.1. identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the Company; and
 - 10.2.4.5.2. says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

11. DIRECTORS' MEETINGS

11.1. When the Directors meet

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

11.2. Calling Directors' meetings

11.2.1. A Director may call a Directors' meeting by giving reasonable notice to all of the other Directors.

11.2.2. A Director may give notice in writing or by any other means of communication that has previously been agreed to by all of the Directors.

11.3. Chairperson for Directors' meetings

- 11.3.1. The Elected Chairperson is entitled to chair Directors' meetings.
- 11.3.2. The Directors at a Directors' meeting may choose a Director to be the chairperson for that meeting if the Elected Chairperson is:
 - 11.3.2.1. not present within 30 minutes after the starting time set for the meeting; or
 - 11.3.2.2. present but does not want to act as chairperson of the meeting.

11.4. Quorum at Directors' meetings

- 11.4.1. Unless the Directors determine otherwise, the quorum for a Directors' meeting is a majority (more than 50%) of Directors.
- 11.4.2. A quorum must be present for the whole Directors' meeting.

11.5. Using technology to hold Directors' meetings

- 11.5.1. The Directors may hold their meetings by using any technology (such as video or teleconferencing) that is agreed to by all of the Directors.
- 11.5.2. The Directors' agreement may be an ongoing one.
- 11.5.3. A Director may only withdraw their consent within a reasonable period before the meeting.

11.6. Passing Directors' resolutions

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

11.7. Circular Resolutions of Directors

- 11.7.1. The Directors may pass a Circular Resolution without a Directors' meeting being held.
- 11.7.2. A Circular Resolution is passed if all the Directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 11.7.3 or clause 11.7.4.
- 11.7.3. Each Director may sign:
 - 11.7.3.1. a single document setting out the resolution and containing a statement that they agree to the resolution; or
 - 11.7.3.2. separate copies of that document, as long as the wording of the resolution is the same in each copy.
- 11.7.4. The Company may send a Circular Resolution by email to the Directors and the Directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.
- 11.7.5. A Circular Resolution is passed when the last Director signs or otherwise agrees to the resolution in the manner set out in clause 11.7.3 or clause 11.7.4.

12. CANDIDATES FOR PUBLIC OFFICE

12.1. Endorsement of Candidates

- 12.1.1. The Directors shall determine procedures for the selection and approval of candidates for public office.
- 12.1.2. The Directors must ensure those procedures are documented and made available to Members wishing to inspect them.
- 12.1.3. The responsibilities of the Directors regarding pre-selection of candidates for public office include, but are not limited to:
 - 12.1.3.1. determining the timing of the call for nominations and of the pre-selection process;
 - 12.1.3.2. determining the need for a Member ballot for candidates and running order; and
 - 12.1.3.3. documenting criteria for candidate selection.
- 12.1.4. A successfully elected candidate will (if determined by the Board) donate 10% of their gross parliamentary income or local government stipend to the Company for as long as they hold public office as a consequence of being elected to parliament on the Company's platform.

12.2. Direction of Preferences

The Directors will decide on the allocation of preferences in relation to any parliamentary action.

13. SECRETARY

13.1. Appointment and role of Secretary

- 13.1.1. The Company must have at least one Secretary, who may also be a Director.
- 13.1.2. A Secretary must be appointed by the Directors (after giving the Company their signed consent to act as Secretary) and may be removed by the Directors.
- 13.1.3. The Directors must decide the terms and conditions under which the Secretary is appointed, including any remuneration.
- 13.1.4. The role of the Secretary includes:
 - 13.1.4.1. maintaining a register of the Members; and
 - 13.1.4.2. maintaining the minutes and other records of General Meetings (including notices of meetings), Directors' meetings and Circular Resolutions.

14. MINUTES AND RECORDS

14.1. Minutes and records

- 14.1.1. The Company must, within one month, make and keep the following records:
 - 14.1.1.1. minutes of proceedings and resolutions of General Meetings; and
 - 14.1.1.2. a copy of a notice of each General Meeting.
- 14.1.2. The Company must, within one month, make and keep the following records:
 - 14.1.2.1. minutes of proceedings and resolutions of Directors' meetings (including meetings of any committees); and
 - 14.1.2.2. minutes of Circular Resolutions of Directors.
- 14.1.3. To allow Members to inspect the Company's records:
 - 14.1.3.1. the Company must give a Member access to the records set out in clause 14.1.1; and
 - 14.1.3.2. the Directors may authorise a Member to inspect other records of the Company, including records referred to in clause 14.1.2 and clause 14.2.1.
- 14.1.4. The Directors must ensure that minutes of a General Meeting or a Directors' meeting are signed within a reasonable time after the meeting by:
 - 14.1.4.1. the chairperson of the meeting; or
 - 14.1.4.2. the chairperson of the next meeting.
- 14.1.5. The Directors must ensure that minutes of the passing of a Circular Resolution of Directors are signed by a Director within a reasonable time after the resolution is passed.

14.2. Financial and related records

- 14.2.1. The Company must make and keep written financial records that:
 - 14.2.1.1. correctly record and explain its transactions and financial position and performance; and
 - 14.2.1.2. enable true and fair financial statements to be prepared and to be audited.
- 14.2.2. The Company must also keep written records that correctly record its operations.
- 14.2.3. The Company must retain its records for at least 7 years.
- 14.2.4. The Directors must take reasonable steps to ensure that the Company's records are kept safe.

15. BY-LAWS

15.1. By-laws

- 15.1.1. The Directors may pass a resolution to make by-laws to give effect to this Constitution.
- 15.1.2. Members and Directors must comply with by-laws as if they were part of this Constitution.

16. NOTICE

16.1. What is notice

Anything written to or from the Company under any clause in this Constitution is written notice and is subject to clauses 16.2 to 16.4, unless specified otherwise.

16.2. Notice to the Company

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

- 16.2.1. delivering it to the Company's registered office;
- 16.2.2. posting it to the Company's registered office or to another address chosen by the Company for notice to be provided; or
- 16.2.3. 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.

16.3. Notice to Members

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

- 16.3.1.1. in person;
- 16.3.1.2. 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;
- 16.3.1.3. sending it to the email or other electronic address nominated by the Member as an alternative address for service of notices (if any); or
- 16.3.1.4. 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).

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

16.4. When notice is taken to be given

A notice:

- 16.4.1. delivered in person, or left at the recipient's address, is taken to be given on the day it is delivered;

- 16.4.2. sent by post, is taken to be given on the third day after it is posted with the correct payment of postage costs;
- 16.4.3. sent by email or other electronic method, is taken to be given on the business day after it is sent; and
- 16.4.4. given under clause 16.3.1.4 is taken to be given on the business day after the notification that the notice is available is sent.

17. FINANCIAL YEAR

17.1. 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.

18. INDEMNITY, INSURANCE AND ACCESS

18.1. Indemnity

18.1.1. The Company indemnifies each officer of the Company 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.

18.1.2. In this clause, 'officer' means a Director or Secretary and includes a Director or Secretary after they have ceased to hold that office.

18.1.3. In this clause, 'to the relevant extent' means:

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

18.1.3.2. 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).

18.1.4. The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the Company.

18.2. Insurance

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.

18.3. Directors' access to documents

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

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

18.3.2.1. certain documents, including documents provided for or available to the Directors; and

18.3.2.2. any other documents referred to in those documents.

19. WINDING UP

19.1. Surplus Assets not to be distributed to Members

If the Company is wound up, any Surplus Assets must not be distributed to a Member or a former Member, unless that Member or former Member is a Not-For-Profit.

19.2. Distribution of Surplus Assets

19.2.1. Subject to the Corporations Act and any other applicable Act, and any court order, any Surplus Assets that remain after the Company is wound up must be distributed to one or more Not-For-Profits.

19.2.2. The Members must resolve by a Special Resolution which Not-For-Profit or Not-For-Profits will be given the Surplus Assets at or before the time of winding up. If the Delegates do not make this decision, the Company may apply to the Supreme Court to make this decision.