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Constitution

RedR Australia Limited

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Overseas Aid Fund Objectives means the promotion of the Objects in countries other than Australia.

Payment Date means 1 September or such other date as the Board may determine from time to time.

Principal Purpose means the purposes of the Company as reflected in the objects of the Company specified in clause 3, or any of those purposes.

Public Fund means a fund that is established and maintained for the Objects and which is maintained in accordance with clauses 17.6 and 17.7.

Register means the register of Members kept by the Company under the *Corporations Act 2001*.

Responsible Person means an individual who:

- (a) performs a significant public function;
- (b) is a member of a professional body having a code of ethics or rules of conduct;
- (c) is officially charged with spiritual functions by a religious institution;
- (d) has received formal recognition from government for services to the community; or
- (e) is a person or a category of persons that is approved as a Responsible Person by the Commissioner,

Secretary means a person appointed to perform the duties of a secretary of the Company.

Termination Event means:

- (a) If a Member is an individual, the death or bankruptcy of that Member or that Member becoming of unsound mind or becoming a person whose property is liable to be dealt with under a law about mental health.
- (b) If a Member is a body corporate, the deregistration or other dissolution of that Member.

Interpretation

1.2 In this document, unless the context otherwise requires:

- 1.2.1 A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this document.
- 1.2.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- 1.2.3 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document.
- 1.2.4 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

- 1.2.5 A word which indicates the singular indicates the plural, a word which indicates the plural indicates the singular, and a reference to any gender indicates the other genders.
- 1.2.6 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.
- 1.2.7 A reference to 'dollars' or '\$' means Australian dollars.
- 1.2.8 References to the word 'include' or 'including' are to be interpreted without limitation.
- 1.2.9 A reference to a time of day means that time of day in the place where the Office is located.
- 1.2.10 A reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place where the Office is located.
- 1.2.11 Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.
- 1.2.12 A term of this document which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

References to the document

- 1.3 A reference to this document, where amended, means this document as so amended.

Replaceable rules

- 1.4 Each of the provisions of the Corporations Act which would but for this clause apply to the Company as a replaceable rule within the meaning of the Corporations Act are displaced and do not apply to the Company.

Application of Corporations Act

- 1.5 The Corporations Act applies in relation to this document as if it was an instrument made under the Corporations Act as in force on the day when this document became the constitution of the Company.

Exercise of powers

- 1.6 Except as specifically contemplated to the contrary in this document, the Company may, in any manner permitted by the Corporations Act exercise any power, take any action or engage in any conduct or procedure which under the Corporations Act a company limited by guarantee may exercise, take or engage in if authorised by this document.

2. Nature of company and liability

Nature of Company

- 2.1 The Company is a public company limited by guarantee.

Liability of Members and guarantee on winding up

- 2.2 The liability of the Members is limited. Every Member undertakes to contribute \$20.00 to the assets of the Company if it is wound up while he, she or it is a Member, or within one year afterwards.

3. Objects

- 3.1 The Objects are to:
- 3.1.1 Prevent and alleviate human suffering and protect the vulnerable, with the emphasis on humanitarian disasters.
 - 3.1.2 Enhance the living conditions and quality of life of people who are suffering poverty and distress.
 - 3.1.3 Strengthen global capacity to address the above through capacity development and humanitarian expertise.
- 3.2 The Company will use its best endeavours to achieve and promote the Objects, and may:
- 3.2.1 Secure funding and direct its use in a manner that best attains the Objects; and
 - 3.2.2 Do all such things that are incidental and conducive to the achievement and promotion of all or any of the Objects.

4. Membership

Members

- 4.1 The Members of the Company are those entities and persons who are Members at the date of adoption of this Constitution and such other entities and persons as the Board admits to Membership in accordance with this Constitution.
- 4.2 A Member undertakes to contribute the amount specified in clause 2.2 when called upon.
- 4.3 A Member has the right to receive notices of, attend, be heard and vote at any general meeting.

Application for membership

- 4.4 Any individual who is at least 18 years old at the date of application may apply to be an Individual Member of the Company.

Members

- 4.5 All Members must do all of the following:
- 4.5.1 Pay the application fee (if any) determined in accordance with clause 5.1.
 - 4.5.2 In order to maintain Membership, pay the annual subscription (if any) in accordance with clause 5.2.
 - 4.5.3 Otherwise comply with these clauses.

Form of application

- 4.6 An application for Membership must comply with the following requirements:
 - 4.6.1 It must be signed by the applicant.
 - 4.6.2 It must be accompanied by such documents or evidence as to qualification for the category of membership applied for as the Directors determine.
 - 4.6.3 It must be accompanied by an application fee determined in accordance with clause 5.1.

Admission to Membership

- 4.7 The Directors must consider an application for Membership as soon as practicable after its receipt and determine, in their discretion, the admission or rejection of the applicant. Unless all Founding Members otherwise agree in writing, an applicant for membership after the date of this document may only be admitted as an Individual Member and not a Founding Member.
- 4.8 The Directors do not have to give reasons for rejecting an application for Membership.
- 4.9 If an application for Membership is rejected, any application fee and annual subscription must be refunded to the applicant.
- 4.10 If an applicant is accepted for Membership the Secretary must notify the applicant of admission in the form of a receipt for the application fee, if any, and annual subscription or in such other form as the Directors determine and the name and details of the applicant must be entered in the Register.

Register of Members

- 4.11 A register of the Members of the Company must be kept in accordance with the Corporations Act.
- 4.12 The following details must be entered in the Register in respect of each Member:
 - 4.12.1 The full name of the Member (including the ACN of a corporate Member).
 - 4.12.2 The address of the Member (being the registered address in the case of a corporate Member).
 - 4.12.3 The date on which the entry of the Member's name in the Register is made.
- 4.13 The Company may also keep further registers recording other information about Members that is not required to be kept under the Corporations Act.
- 4.14 The following details may be entered in a register referred to in clause 4.13:
 - 4.14.1 The telephone number and email address (as applicable) of the Member.
 - 4.14.2 The category of Membership.
 - 4.14.3 The date of cessation of Membership.
 - 4.14.4 The date of last payment of the Member's annual subscription.
 - 4.14.5 In the case of a Member other than an individual the full name, address, telephone

number and email address (as applicable) of its corporate representative.

4.14.6 Such other information as the Directors require.

4.15 Each Member must notify the Secretary in writing of any change in that person's name, address, telephone number or email address (as applicable) within one month after the change.

5. Application fee and annual subscription

Application fee

5.1 The application fee payable by each applicant for Membership is such sum as the Directors prescribe from time to time in respect of each category of Membership.

Annual subscription

5.2 The annual subscription payable by a Member is such sum as the Directors prescribe from time to time in respect of each category of Membership.

5.3 All annual subscriptions are due and payable in advance on the Payment Date in each year.

5.4 If a person applies for membership after the Payment Date in any year, the Directors may reduce the annual subscription payable by the applicant in such manner as they think fit.

Unpaid annual subscriptions

5.5 A Member ceases to be entitled to any of the rights or privileges of membership if the annual subscription of a Member remains unpaid for two months after it becomes payable and a notice of default is given to the Member pursuant to a resolution of the Directors. However, the rights or privileges of membership may be reinstated on payment of all arrears if the Directors think fit to do so.

6. Removal and cessation of membership

Resignation

6.1 A Member may resign from membership of the Company by giving written notice to the Secretary.

6.2 The resignation of a Member is deemed to take effect from the date of receipt of the notice of resignation or such later date as is provided in the notice.

Failure to pay

6.3 If a Member has not paid all arrears of annual subscriptions in accordance with clause 5.3 or the Directors do not reinstate the Member's rights and privileges upon payment of all such arrears, each of the following applies in respect of that Member:

6.3.1 The Member remains liable for all the obligations and liabilities of membership for six months after the date of notification under clause 5.5.

6.3.2 The Member ceases to be a Member and the Member's name must be removed from the Register at the end of the six month period.



- 7.2.1 Remuneration to any officers or employees of the Company for services actually rendered to the Company.
- 7.2.2 An amount to any Member in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual course of business.
- 7.2.3 Any amount to a member of the managing committee of a Public Fund as a reimbursement for out-of-pocket expenses incurred on behalf of the Public Fund or proper remuneration for administrative services.
- 7.2.4 Reasonable and proper interest on money borrowed from any Member.
- 7.2.5 Reasonable and proper rent for premises let by any Member to the Company.
- 7.3 Nothing in this clause 7 prevents the Company from providing services or information to the Members on terms which are different from the terms on which services or information are provided to persons who are not Members.

Remuneration

- 7.4 No remuneration or other benefit in money or money's worth will be paid or given by the Company to any Director except reimbursement of out-of-pocket expenses.

8. General meetings

Convening of meetings by Directors

- 8.1 Any Director may convene a general meeting.

Convening of meetings by Members

- 8.2 The Directors must call and arrange to hold a general meeting if required to do so under the Corporations Act.

Notice of general meeting

- 8.3 Written notice of a general meeting must specify the place, the day and the hour of meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate the meeting, the general nature of the business to be transacted and any other matters as are required by the Corporations Act.
- 8.4 A notice of a general meeting may be given by any form of communication permitted by the Corporations Act.
- 8.5 The accidental omission to give notice of any general meeting to, or the non-receipt of a notice by, a person entitled to receive notice does not invalidate a resolution passed at the general meeting.

Cancellation of general meetings

- 8.6 The Directors may cancel a general meeting, other than a general meeting which they are required to convene and hold under the Corporations Act.
- 8.7 A meeting may only be cancelled in accordance with clause 8.6 if notice of the cancellation is given to all persons entitled to receive notice of the meeting at least two business days prior to the time of the meeting as specified in notice of meeting.



Quorum at general meetings

- 8.8 Business may not be transacted at a general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- 8.9 Except as otherwise set out in this document, 5 Members present in person or by representative is a quorum.
- 8.10 If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the chairperson:
 - 8.10.1 If the meeting was convened by or on the requisition of Members, it must be dissolved.
 - 8.10.2 Otherwise, it must stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Directors.
- 8.11 If a meeting has been adjourned to another time and place determined by the Directors, not less than seven days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.

Quorum at adjourned general meetings

- 8.12 At the adjourned meeting 5 Members present is a quorum but if such a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

Appointment of chairperson and deputy chairperson

- 8.13 If the Directors have elected one of their number as chairperson of their meetings, that person is entitled to preside as chairperson at every general meeting.
- 8.14 If the Directors have elected one of their number as deputy chairperson of their meetings, that person is entitled to preside as chairperson in the absence of the elected chairperson.
- 8.15 The Directors present at a general meeting must elect one of their number to chair the meeting if either of the following applies:
 - 8.15.1 A Director has not been elected as the chairperson of Directors meetings.
 - 8.15.2 Neither the chairperson nor the deputy chairperson is present within 15 minutes after the time appointed for the holding of the meeting or he or she is unwilling to act.
- 8.16 The Members present at a general meeting must elect one of their number to chair the meeting if there are no Directors present within 15 minutes after the time appointed for the holding of the meeting or all Directors present decline to take the chair.

Chairperson's powers

- 8.17 Subject to the terms of this document dealing with adjournment of meetings, the ruling of the chairperson on all matters relating to the order of business, procedure and conduct of the general meeting is final and no motion of dissent from a ruling of the chairperson may be accepted.
- 8.18 The chairperson, in their discretion may expel any Member or Director from a general meeting if the chairperson reasonably considers that the Member or Director's conduct is inappropriate behaviour. Any of the following conduct may be considered inappropriate in a

general meeting:

- 8.18.1 The use of offensive or abusive language which is directed to any person, object or thing.
- 8.18.2 Attendance at the meeting while under the influence of any kind of drug including but not limited to any alcoholic substance.
- 8.18.3 Behaviour that is bullying or intimidating with regard to the other Members, or any one Member.

Adjournment of meetings

- 8.19 The chairperson may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting to another time and to another place.
- 8.20 The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- 8.21 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- 8.22 Except when a meeting is adjourned for 30 days or more, it is not necessary to give a notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting on show of hands

- 8.23 At a general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is demanded before that vote is taken or before the result is declared or immediately after the result is declared.
- 8.24 If a poll is not duly demanded, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Demand for a poll

- 8.25 A poll may be demanded by either:
 - 8.25.1 The chairperson.
 - 8.25.2 At least five Members entitled to vote on the resolution.
- 8.26 The demand for a poll may be withdrawn.
- 8.27 The demand for a poll does not prevent the continuance of a meeting for the transaction of business other than the question on which a poll is demanded.
- 8.28 If a poll is duly demanded, it must be taken in the manner and, except as to the election of a chairperson or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll is demanded.
- 8.29 A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.

- 9.2 Subject to the terms of their appointment, a person attending as a proxy, or as the attorney of a Member, or as representing a corporation which is a Member has all the powers of a Member, except where expressly stated to the contrary.

Appointment of proxies

- 9.3 A Member may appoint another person as their proxy to attend and vote instead of the Member. A proxy need not be a Member.
- 9.4 A document appointing a proxy must be in writing, in any form permitted by the Corporations Act and signed by the Member making the appointment.

Authority of proxies

- 9.5 A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where the document so provides, the proxy is not entitled to vote on the resolution except as specified in the document.
- 9.6 Except as expressly provided by the document appointing a proxy, an appointment of a proxy confers authority to do all things that the Member can do in respect of a general meeting, except that the proxy is not entitled to vote on a show of hands.

Verification of proxies

- 9.7 Before the time for holding the meeting or adjourned meeting at which a proxy proposes to vote, both of the following documents must be deposited with the Company:
- 9.7.1 The document appointing the proxy.
- 9.7.2 If the appointment is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of that authority.
- 9.8 Those documents must be either:
- 9.8.1 Received at the Office or email address specified for that purpose in the notice convening the meeting not less than 24 hours before the time for holding the meeting.
- 9.8.2 Produced to the chairperson of the meeting before the proxy votes.
- 9.9 If a general meeting has been adjourned, an appointment and any authority received by the Company at least 24 hours before the resumption of the meeting are effective for the resumed part of the meeting.

Validity of proxies

- 9.10 A proxy document is invalid if it is not deposited or produced prior to a meeting or a vote being taken as required by this document.

Revocation of appointment of proxy

- 9.11 A vote given in accordance with the terms of a proxy document or power of attorney is valid despite the occurrence of any one or more of the following events if no intimation in writing of any of those events has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the document is used:
- 9.11.1 The previous death or unsoundness of mind of the person who appointed the proxy or the attorney.

- 9.11.2 The revocation of the instrument or of the authority under which the instrument was executed.

10. Appointment and retirement of Directors

Number of Directors

- 10.1 Until otherwise determined in accordance with this document, the number of Directors must not be less than 6 nor more than 11.
- 10.2 The Company may by resolution, increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.

Qualifications of Directors

- 10.3 A person is only eligible for the appointment of Director of the Company if the person is a Member as defined in this document.

Directors appointed by Founding Members

- 10.4 Each Founding Member has the right to nominate the following number of Directors. The nominees must meet the skills and experience criteria approved from time to time by the Board:
- 10.4.1 The Institution of Engineers Australia (trading as Engineers Australia): 1
- 10.4.2 Consult Australia: 1
- 10.4.3 The Association of Professional Engineers, Scientists and Managers Australia (trading as Professionals Australia): 1
- 10.4.4 Institute of Public Works Engineering Australasia Ltd: 1
- 10.5 A Director nominated by a Founding Member will be assessed by the Board, which retains the right to reject a nominee if in its opinion the nominee is not suitable.
- 10.6 A Founding Member can remove a Director it has nominated under clause 10.4 at any time and may nominate another Director in his or her place, subject to clause 10.5.
- 10.7 The appointment or removal of a Director nominated by a Founding Member only takes effect when written notice of that nomination or removal, duly executed by the Founding Member, is received by the Company in accordance with clause 20. A notice of nomination must be accompanied by a written and signed consent from the relevant individual to becoming a Director of the Company.
- 10.8 The Directors nominated under this clause 10.4 will hold office for a term of 3 years and may be reappointed for up to a maximum of a further consecutive 6 years.

Directors appointed by the Board

- 10.9 The Directors may at any time appoint up to 7 additional persons as Directors, including up to 2 Directors nominated by the Members.
- 10.10 Directors appointed under this clause 10.9 will hold office for a term of 3 years and may be re-appointed for up to a maximum of a further consecutive 6 years.
- 10.11 In making any such appointment, the Directors will have regard to the desirability of

ensuring that an appropriate range of skills and experience is represented on the Board at all times.

Retirement of Directors

- 10.12 A Director nominated by a Founding Member under clause 10.4 must retire from office at the expiry of his or her term, but may be renominated by the relevant Founding Member in accordance with that clause and clause 10.7.
- 10.13 A Director appointed by the Board under clause 10.9 must retire from office at the expiry of his or her term, but may be reappointed by the Directors in accordance with that clause.
- 10.14 A Director retiring at an annual general meeting who is not disqualified by law from being reappointed may act as a director throughout the meeting at which that Director retires.
- 10.15 A Director may retire from office by giving notice in writing to the Company of that Director's intention to retire. A notice of resignation takes effect at the time which is the later of the time of giving the notice to the Company and the expiration of the period, if any, specified in the notice.

Removal from office

- 10.16 The Members may by ordinary resolution remove a Director from office before the expiration of his or her term of office and may by ordinary resolution appoint another person nominated by the Board as a replacement.
- 10.17 If the Director was nominated by a Founding Member under clause 10.4, the relevant Founding Member has the right to nominate a replacement in accordance with section 203D of the Corporations Act and clause 10.5.

Vacation of office

- 10.18 In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act or another provision of this document, the office of Director becomes vacant if any of the following occurs:
 - 10.18.1 If the Director becomes bankrupt or makes any arrangement or composition with his or her creditors.
 - 10.18.2 If the Director cannot fulfil the functions of his or her office because of his or her mental incapacity and is a person whose estate or property has had a personal representative or trustee appointed to administer it.
 - 10.18.3 If the Director is absent without the consent of the Directors from the meetings of the Directors held during a continuous period of six months and the Board resolves that the office of that Director be vacated.
 - 10.18.4 If the Director becomes prohibited from being a Director by reason of an order made under the Corporations Act.

11. Directors' remuneration

Payment for expenses

- 11.1 The Directors may be paid all travelling, accommodation, and other expenses properly incurred by them in attending and returning from meetings of the Directors or any

committee of the Directors or general meetings or otherwise in the execution of their duties as Directors.

Directors fees

11.2 Subject to clauses 11.3 and 11.4, the Directors are not entitled to any fees for their services as Directors.

Payment for services

11.3 Subject to clause 7, a Director who is called upon to perform extra services or to make a special exertion or to undertake executive or other work for the Company beyond or outside of the Director's ordinary duties or is engaged to provide any other service, may be paid a fee for those services, exertions or work.

11.4 The additional amount may be paid either by fixed sum or salary determined by the Directors and either in addition to or in substitution for the fees otherwise payable to the Director.

Payment must be in good faith

11.5 Any payment made to a Director by the Company under this clause 11 must be made in good faith.

12. Powers of decision

12.1 The Directors may exercise all those powers of the Company as are not, by the Corporations Act or by this document, required to be exercised by the Members in general meeting or otherwise.

12.2 The Members may amend this document if approved at a general meeting by a special resolution of Members entitled to vote on that resolution.

13. Proceedings of Directors

Convening of Directors' meetings

13.1 A Director may at any time, and a Secretary must on the requisition of a Director, convene a meeting of the Directors.

Minimum number of Directors' meetings

13.2 The Directors must meet at least 4 times per year.

Notice of Directors' meetings

13.3 Notice of each meeting of the Directors must be given to each Director at least 24 hours before the meeting or at another time determined by resolution of the Directors.

13.4 Despite that requirement all Directors may waive in writing the required period of notice for a particular meeting and it is not necessary to give a notice of a meeting of Directors to a Director who is out of Australia by reason of deployment or leave or who has been given leave of absence.

Mode of meeting for Directors

- 13.5 A Directors' meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw their consent within a reasonable period before the meeting. The Directors may otherwise regulate their meetings as they think fit.

Quorum at Directors' meetings

- 13.6 At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is one half of the number of Directors holding office for the time being (all fractions rounded down) or another number determined by the Directors.
- 13.7 If the number of Directors is reduced below the number necessary for a quorum of Directors, the continuing Director or Directors may act only to appoint additional Directors to the number necessary for a quorum or to convene a general meeting of the Company.

Voting at Directors' meetings

- 13.8 Questions arising at a meeting of Directors must be decided by a majority of votes of Directors present and voting. A decision of the majority is for all purposes a decision of the Directors.

Appointment of chairperson and deputy chairperson of Directors

- 13.9 The Directors may elect a Director to chair their meetings and determine the period for which the person elected is to hold office.
- 13.10 The Directors may elect a Director as deputy chairperson and determine the period for which the person elected is to hold office. The deputy chairperson will chair the meetings in the absence of the chairperson.
- 13.11 If a chairperson and deputy chairperson have not been elected, or if at any meeting the chairperson or deputy chairperson are not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act, the Directors present may choose one of their number to chair the meeting.

Chairperson's vote at Directors meetings

- 13.12 The chairperson has a second or casting vote at meetings of Directors.

Participation where Directors interested

- 13.13 A Director may be present and may vote on a matter before the Board if and to the extent that they are permitted to do so under the Corporations Act.
- 13.14 If there are not enough Directors to form a quorum as a result of a Director having an interest which disqualifies them from voting then one or more of the Directors (including those who have the disqualifying interest in the matter) may call a general meeting of the Company and the general meeting may pass a resolution to deal with the matter.

Delegation of powers to committee

- 13.15 The Directors may delegate any of their powers to committees consisting of Directors or other persons as they think fit to act.
- 13.16 The exercise of a power by a committee in accordance with this document is to be treated as the exercise of that power by the Directors.
- 13.17 In the exercise of any powers delegated to it, a committee formed by the Directors must conform to the directions of the Directors.

Proceedings of committees

- 13.18 Except as provided in a direction of the Directors, the meetings and proceedings of a committee formed by the Directors must be governed by the provisions of this document, in so far as they are applicable, as if meetings and proceedings of the committee are meetings and proceedings of the Directors.

Validity of acts of Directors

- 13.19 All acts done by a meeting of the Directors or of a committee of Directors or by a person acting as a Director are valid even if it is later discovered that there is a defect in the appointment of a person to be a Director or a member of the committee or that they or any of them were disqualified or were not entitled to vote.

Minutes

- 13.20 The Directors must cause minutes of all proceedings of general meetings, of meetings of the Directors and of committees formed by the Directors to be entered, within one month after the relevant meeting is held, in books kept for the purpose.
- 13.21 The Directors must cause all minutes, except resolutions in writing treated as determinations of the Directors, to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.

Resolution in writing

- 13.22 A resolution in writing signed by all Directors, excluding Directors who have been given leave of absence, is to be treated as a determination of the Directors passed at a meeting of the Directors duly convened and held.

Form of resolution in writing

- 13.23 A resolution in writing may consist of several documents in like form, each signed by one or more Directors and if so signed it takes effect on the latest date on which a Director signs one of the documents.
- 13.24 In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of Directors is to be treated as a resolution in writing and a document bearing a facsimile of a signature is to be treated as signed.

14. Secretary

- 14.1 The Directors will appoint at least one Secretary and may at any time suspend or remove a person from that office. The Directors will determine the terms and conditions of appointment of the Secretary, including remuneration.
- 14.2 If more than one Secretary is appointed, any one of the Secretaries may carry out any act or deed required by this document, the Corporations Act or by any other statute to be carried out by the Secretary of the Company.

15. Chief Executive Officer

Appointment

- 15.1 The Directors may appoint a CEO and may, subject to any applicable law, terminate that appointment at any time. The Directors may determine the terms and conditions of appointment of the CEO, including remuneration.

Delegation of powers to CEO

- 15.2 The Directors may delegate any of their powers to the CEO.
- 15.3 The exercise of a power by the CEO in accordance with this document is to be treated as the exercise of that power by the Directors.
- 15.4 In the exercise of any powers delegated to the CEO, the CEO must conform to the directions of the Directors.

16. Indemnity and insurance

Indemnity

- 16.1 For the purposes of this clause 16:

Indemnified Loss means, in relation to any fact, matter or circumstance:

- (a) all Loss arising out of or in connection with that fact, matter or circumstance; and
- (a) all legal and other professional expenses on a solicitor-client basis incurred in defending or resisting (or otherwise in connection with) proceedings, whether criminal, civil, administrative or investigatory in nature arising out of or connected with the fact, matter or circumstance.

Loss means any damage, liability, action, loss, charge, cost or expense.

Officer means:

- (a) a Director;
- (b) a Secretary; or
- (c) any other officer of the Company, and includes former officers, but does not include any auditor or agent of the Company.

- 16.2 Subject to clause 16.3, the Company must pay to a person who is or has been an Officer on demand an amount equal to all Indemnified Loss of the Officer as a result of or in connection with that person's role as an Officer.

- 16.3 To the extent permitted by law, the Company may make a payment (whether by way of advance, loan or otherwise) to an Officer for the Officer's legal costs.

- 16.4 The obligation of the Company in clause 16.2:

- 16.4.1 is enforceable without the Officer having to first incur any expense or make any payment;
- 16.4.2 is a continuing obligation and is enforceable by the Officer even though the Officer may have ceased to be an officer of the Company;
- 16.4.3 applies to Losses incurred both before and after the date of the adoption of this Constitution; and



- 17.4.5 No other money or property may be credited to the Gift Fund.
- 17.4.6 The Company must use any gifts, money or property of the kind referred to in clause 17.4.4 only for the Objects.

Winding up of Gift Fund

- 17.5 Despite clause 18, if the Gift Fund is wound up or the Company ceases to be a DGR for any reason, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it must be transferred to a fund, authority or institution to which income tax deductible gifts can be made. For the avoidance of doubt, if a Gift Fund operated by the Company is wound up but the Company remains a DGR and operates any other gift fund in accordance with this clause 17, any surplus assets of the Gift Fund that is being wound up may be transferred to any other gift fund operated by the Company.

Rules applying to the Public Fund

- 17.6 The following rules apply to any Public Fund established and maintained by the Company:
 - 17.6.1 The Public Fund must have a name.
 - 17.6.2 The Company must maintain sufficient documents to provide evidence of the Public Fund's purpose and operations.
 - 17.6.3 The Company must maintain a separate bank account for the Public Fund and have clear accounting procedures in respect of the Public Fund.
 - 17.6.4 The following must be credited to the Public Fund:
 - (a) All gifts of money or property to the Company for the Objects of the relevant Public Fund;
 - (b) All money or property received by the Company because of those gifts.
 - 17.6.5 No other money or property may be credited to the Public Fund.
 - 17.6.6 Investment of money in the Public Fund must be made in accordance with guidelines for public funds as specified by the Australian Taxation Office from time to time.
 - 17.6.7 The Company must use any gifts, money or property of the kind referred to in clause 17.6.4 only for the Objects for which the relevant Public Fund is established and maintained.
 - 17.6.8 The Public Fund must be administered by a management committee of 3 or more persons, comprised of a majority of Responsible Persons.
 - 17.6.9 Members of the public must be invited to contribute to the Public Fund.

Winding up of Public Fund

- 17.7 Despite clause 18, if the Public Fund is wound up or the Company ceases to be a DGR for any reason, any surplus assets of the Public Fund remaining after the payment of liabilities attributable to it must be transferred to another fund, authority or institution to which income tax deductible gifts can be made which has the same DGR endorsement as the Public Fund which is being wound up.

18. Surplus assets on winding up or dissolution

- 18.1 Subject always to clauses 17.5 and 17.7, upon the winding up or dissolution of the Company, any remaining property after satisfaction of all debts and liabilities, will not be paid to or distributed among the Members, but will be given or transferred to some other institution or company which satisfies both of the following requirements:
- 18.1.1 It has objects similar to the Objects of the Company.
- 18.1.2 Its constituent documents prohibit the distribution of its income and property among its members on terms substantially to the effect of clause 7.
- 18.2 This is to be determined by the Members at or before the time of winding up or dissolution of the Company and, in default of any determination, by the Supreme Court of Victoria.

19. Accounts, audit and records

Accounts

- 19.1 The Directors must cause proper accounting and other records to be kept in accordance with the Corporations Act. The Directors must distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) as required by the Corporations Act.

Audit

- 19.2 A registered company auditor must be appointed. The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the Corporations Act.

Rights of Inspection

- 19.3 Subject to the Corporations Act the Directors determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them are open to the inspection of Members other than Directors, and a Member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in general meeting.

20. Notices

Persons authorised to give notices

- 20.1 A notice by either the Company or a Member in connection with this document may be given on behalf of the Company or Member by a solicitor, director or company secretary of the Company or Member.
- 20.2 The signature of a person on a notice given by the Company may be written, printed or stamped.

Method of giving notices

- 20.3 In addition to the method for giving notices permitted by statute, a notice by the Company or a Member in connection with this document may be given to the addressee by any of the following means:



20.10 No other person is entitled to receive notices of general meetings.



Schedule 1

Founding Members

Founding Members

The Institution of Engineers Australia (trading as Engineers Australia) (ABN 63 020 415 510)
Consult Australia (ABN 25 064 052 615)
The Association of Professional Engineers, Scientists and Managers Australia (trading as
Professionals Australia) (ABN 99 589 872 974)
Institute of Public Works Engineering Australasia Ltd (ABN 42 087 934 898)