

Corporations Act  
A Company Limited by Guarantee  
Not Having a Share Capital

**CONSTITUTION**  
**OF**  
**RUAH COMMUNITY SERVICES**

*'ruah' is a Hebrew word which means wind, breath, Spirit of Life*

THIS CONSTITUTION WAS ADOPTED BY A SPECIAL RESOLUTION PASSED ON THE 29<sup>th</sup> DAY OF JUNE 2009 AS THE NEW RULES OF THE COMPANY IN COMPLETE SUBSTITUTION FOR THE PREVIOUS CONSTITUTION OF THE COMPANY.

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## Preamble

In March 1959 the Congregation of the Daughters of Charity began providing services in Perth for the relief of poverty and disadvantage. In 1994, the Congregation registered a company, Daughters of Charity Services (WA) Ltd, under the Corporations Act for the governance and management of the services in Perth from that time. The membership of the Company was restricted to members of the Congregation but working in partnership with co-workers.

In planning for a sustainable future for the organisation and its activities and recognising the pre-eminent role that co-workers were already playing the Congregation has moved to alter the membership eligibility of the Company and place the responsibility for and stewardship of the Company in the hands of persons who are not members of the Congregation.

This succession plan has required a change to the constitution of the Company to satisfy this goal while continuing to satisfy the requirements of the Corporations Act.

1. The name of the Company shall be "Ruah Community Services".

## Definitions

2. Where used herein the following expressions shall have the meanings hereby assigned to them below:

**"The Act"** means the Corporations Act 2001 (Cwlth) and any statutory modifications or re-enactments thereof.

**"The Archbishop"** means the Roman Catholic Archbishop for the time being of Perth and in his absence means the Administrator of the Archdiocese for the time being.

**"The Board"** means the Directors from time to time of the Company, or as the case may be, the Directors assembled at a meeting of the Board of Directors.

**"Chair of Members"** means the chair of meetings of the Members.

“**Chairperson**” means the Chairperson for the time being of the Board or in the case of absence of the Chairperson, the Deputy Chairperson for the time being of the Board or in the absence of the Deputy Chairperson, such other person as may be appointed to perform the duties of Chairperson.

“**Chief Executive**” means the then existing most senior employee of the Company.

“**Church**” means the Roman Catholic Church.

“**The Company**” means the company limited by guarantee and called Ruah Community Services.

“**Congregation**” means the Australian Province of the Society of Apostolic Life known as the Daughters of Charity of St Vincent de Paul.

“**Daughters of Charity**” has the same meaning as Congregation.

“**Directors**” means the directors of the Company for the time being.

“**Gospel**” means the life and teachings of Jesus Christ and associated scriptures.

“**Members**” means the members for the time being of the Company whose names are entered in the register of members kept under the Corporations Act as being members of the Company.

“**Nomination Committee**” means the committee of that name established by these rules.

“**Philosophy**” means the philosophy contained in the Statement of Philosophy of the Company set forth in Rule 4.

“**Secretary**” means any person appointed to perform the duties of a secretary of the Company and includes an honorary secretary.

“**Technology**” includes radio, telephone, closed circuit television or other electronic means or telecommunications device for audio or audio-visual communication.

Words or expressions contained in this Constitution shall be interpreted in accordance with the provisions of the Act.

The replaceable Rules provided for in the Act shall not apply to the Company.

In these Rules:

- (a) Article headings and underlinings are inserted for convenience of reference only and shall be ignored in the interpretation of these Rules; and
- (b) unless the context otherwise indicates:
  - (i) references to a Rule shall be construed as references to a Rule of this Constitution;
  - (ii) references to (or to any specified provision of) these Rules shall be construed as references to these Rules (or to that provision of these Rules) as amended or substituted and in force at any relevant time;
  - (iii) references to any statute, ordinance or other law shall include all regulations and other instruments thereunder and all consolidations, amendments, re-enactments or replacements thereof; and
  - (iv) words importing the singular shall include the plural and vice versa, words importing a gender shall include other genders and vice versa and references to a person shall be construed as including reference to an individual, firm, body corporate or unincorporated association (whether incorporated or not), trust, government, and statutory authority or agency.

### Objects

3. The objects for which the Company is established are:

- (a) to provide community health and social services to people who are in poverty and to people who are socially marginalised or otherwise disadvantaged;

- (b) to review and/or expand the Company's activities to address the changing needs in the community relating to people who are socially marginalised or otherwise disadvantaged.
  - (c) to contribute to the development of social policy and community services which address the needs of people who are in poverty and people who are socially marginalised or otherwise disadvantaged and the causes of their poverty, marginalisation and disadvantage;
  - (d) to raise funds to support the activities under the control and management of the Company;
  - (e) to ensure a dynamic (i.e. non-static) approach to the Company's involvement in and provision of community health and social services drawing on research and proven leading edge practice;
  - (f) to work towards a united Australia which respects our land, values the Aboriginal and Torres Strait Islander heritage, and provides justice and equity for all; and
  - (g) to provide training opportunities for employees of the Company including professional and personal development, and spiritual formation in accord with the Statement of Philosophy.
4. In carrying out the objects the Company shall
- (a) ensure its activities are in a manner consistent with the beliefs, teachings, and legislation of the Church, and especially its social teaching and in accord with the following Statement of Philosophy.
  - (b) Create, nurture and sustain an organisational culture that is infused with a spirituality that acknowledges:
    - (i) the Company's legacy from the Daughters of Charity including their Vincentian tradition;

- (ii) the innate spirit of each individual; and
- (iii) the different paths to nurturing spirituality.

### Statement of Philosophy

*The philosophy of the Company reflects core principles and values derived from the Gospel and articulated in Catholic Social Teaching, expressed in the lives and work of Louise de Marillac and Vincent de Paul and the Congregation of the Daughters of Charity that continued their work, and principles of professional community based social service delivery.*

*The Hebrew Scriptures of the Jewish-Christian tradition reveal God as liberator of the oppressed and advocate of the poor. This preferential option for those most vulnerable and disadvantaged was the cornerstone of the ministry of Jesus who by his word and action stood in solidarity with those who suffered, were rejected or discriminated against. It was a ministry of compassion, healing and forgiveness, but also one directed at the causes of people's suffering and the barriers to living life to the full in the community.*

*In true Gospel and Vincentian spirit the Company seeks to incorporate in its service the same preferential option by intentionally directing its services to disadvantaged people. This is a deeply incarnational spirit, which acknowledges the innate dignity of every person, is compassionate and non-judgemental, responsive to the realities of the time, resilient and unafraid of socio-political advocacy.*

*With this self-understanding and incorporating evidence based good practice, the Company pursues the following in its service delivery:*

- *An inclusive person-centred approach based on the acceptance of all people regardless of race, colour, creed or ability;*
- *Holistic care which respects the physical, mental, spiritual, social and emotional needs of people;*

- *Mutuality in service which is expressed in “working with” and not “working for”; of mutual learning and enrichment;*
- *Promotion of community development, social participation and citizenship is integral to the provision of social service;*
- *Humility in service delivery that is grand in aspiration, committed to quality but open to performance review and change;*
- *Responsible stewardship of the resources at its disposal so as to care for the earth, all creatures and the future.*

In this way the Company will work towards the realisation of its vision of a socially just, compassionate, participative and sustainable society.

#### Use of Resources

5. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members of the Company. No payment shall be made to a Director of the Company other than for:
  - (a) the payment of out of pocket expenses incurred by a Director in the performance of any duty as Director where the amount payable does not exceed an amount previously approved by the Board; and
  - (b) payment for any service rendered to the Company by a Director in a professional or technical capacity, other than in the capacity of Director, where the provision of the service has the prior approval of the Board and where the amount payable is approved by the Board of the Company and is not more than an amount which commercially would be reasonable payment for the service.

#### Disposal on Winding Up

6. If upon the winding up or dissolution (other than for the purposes of reconstruction or amalgamation) of the Company there remains, after the



satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members but shall be given or transferred to an institution determined by the Members and approved by the Archbishop.

Any institution determined pursuant to this Rule must have a constitution which prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under or by virtue of Rule 5 and 6 hereof.

Provided however that any such property which shall be given or transferred pursuant to this Rule shall be given only to an institution which in addition satisfies both of the following criteria:

- (a) donations to that institution entitle the donors to tax deductions under Section 30 of the Income Tax Assessment Act 1997 (Cwth); and
- (b) the objects of the institution are restricted to one or more of those specified in Section 150(1) of the Act.

7. The liability of the Members of the Company is limited.
8. Every Member of the Company undertakes to contribute to the property of the Company, in the event of the Company being wound up while she or he is a Member, or within one year after she or he ceases to be a Member, for payment of the debts and liabilities of the Company (contracted before she or he ceases to be a Member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding one hundred dollars (\$100.00).

#### Membership

9. The total number of Members of the Company shall be determined by the Members being a number not less than six (6).
10. Nomination of a person for membership of the Company must be made by the Nomination Committee.

11. All new Members must either be elected by three quarters of the then existing Members present at a duly constituted meeting of the Members or be such other persons whom the Provincial has nominated in writing for membership on or before the 30<sup>th</sup> June 2009 with such nomination being on such terms as the Provincial determines.

#### Nomination Committee

12. A Nomination Committee shall be established with two persons appointed by and from the Members one of whom, chosen by the Nomination Committee, shall chair the Nomination Committee and one further person chosen by and from the Directors.
13. The Nomination Committee shall have the responsibility of:
  - (a) Nominating persons for membership of the Company; and
  - (b) Nominating persons as Directors.
14. The Nomination Committee shall in considering a person for nomination as a Member have regard to such matters as the Nomination Committee shall consider relevant from time to time and shall preferably include the following:
  - (a) some previous association with the Company in pursuance of its objectives;
  - (b) demonstration of a commitment to the Statement of Philosophy of the Company and a sense of responsibility for the pursuit of this by the Company; and
  - (c) support the objectives of the Company.
15. In the event that an appointee to the Nomination Committee ceases to be a Director or Member, that person shall be deemed to have resigned from the Nomination Committee and the relevant appointer shall appoint a new member of the Nomination Committee to fill the vacancy.

### Role of Members

16. The principal role of Members is to:
  - (a) ensure that the Company continues to act in accordance with objects of the Company and carries out the objects in accordance with Rule 4.
  - (b) to be the custodians of the mission of the Company, its spiritual foundation and preferential option for disadvantaged people derived from the Gospel; and
  - (c) to preserve, discern, review and update the principles, values and spirituality of the Company within the context of Catholic Social Teaching and emergent Australian spirituality and ensure this is enculturated in the activities of the Company.

### Meetings of Members

17. The Members shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
18. An annual general meeting of the Company shall be held in accordance with the provisions of the Act. All other meetings shall be called general meetings.
19. A general meeting shall be convened on such requisition or otherwise as provided for in the Act. The Chair of Members or the Chairperson of the Board may at any time convene a meeting of the Members.
20. Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, at least twenty-one (21) days clear notice specifying a convenient place, day and hour of the meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Company.
21. For the purposes of Rule 20 all business shall be special that is transacted at a general meeting as shall all business which is transacted at an annual general meeting, with the exception of the consideration of the financial statements and the reports of the Directors and Auditors, the appointment of Directors in the

place of those retiring, the appointment of members of the Nomination Committee and the appointment of the Auditors, if necessary.

22. A meeting of Members may be held using technology consented to by all Members and the consent may be a standing one. A Member may only withdraw his or her consent on not less than ten (10) days written notice to the Chair of Members.

#### Chair of Members

23. The Members shall choose one of their number, not being the Member who is a director of the Company, as the Chair of Members who shall chair all meetings of Members and shall nominate the term of office for the appointment which shall not exceed three (3) years. The same person shall not hold the office of Chair of Members for more than six (6) years.

#### Proceedings at General Meetings

24. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. A quorum for meetings of the Members shall be a clear majority of the then existing Members.
25. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the convenor of that meeting may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present (being not less than three (3)) shall be a quorum.
26. If the Chair of Members is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, then the Members present shall elect one of their number to chair that meeting.
27. The Chair of Members may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from

time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give notice of an adjournment or the business to be transacted at an adjourned meeting.

28. At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded –
- (a) by the chairperson; or
  - (b) by at least three (3) Members present in person.

Unless a poll is so demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried unanimously or by a particular majority, or lost, and an entry to that effect in the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

29. If a poll is duly demanded, it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded. A poll demanded on the election of a chairperson or on a question of adjournment shall be taken forthwith.
30. In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson shall be entitled to a second or casting vote.
31. A Member may vote in person and on show of hands. Every person present who is a Member shall have one vote and on a poll every Member present in person shall have one vote, provided that the chairperson shall have a second or casting vote in the case of an equality of votes.

### Cessation of Membership

32. A person will cease to be a Member immediately upon:
- (a) resignation by notice in writing to the Company;
  - (b) failure to attend a meeting of Members for a two (2) year period; and
  - (c) a resolution to that effect by a three quarters (75%) majority of the other Members provided that before such resolution is passed the principles of natural justice are followed.

### Ownership, Administration and Management of the Company

33. The Members of the Company consent to be bound by all acts, matters and things done or permitted in accordance with these Rules.
34. Subject to the Act and these Rules, the Board shall conduct the administration and management of the Company, and for this purpose, shall have and perform the duties and functions and shall have and may exercise the powers and authorities imposed or conferred on the Board by these Rules.

### Constitution of Board of Directors

35. (a) The Board shall consist of a minimum of five (5) and a maximum of nine (9) persons who, subject to these Rules, shall be appointed by the Members and upon appointment each such person shall be a Director.
- (b) The actual number of Directors at any time shall be determined by the Members.
- (c) Generally, the Directors shall be appointed for a three (3) year term expiring at the third annual general meeting of the Company held after their appointment.
- (d) Of the Directors only one may be a Member but shall not be the Chairperson.

- (e) Notwithstanding anything in these Rules there shall always exist the opportunity for the Members to appoint one Indigenous person as an additional Director. The absence of an Indigenous person as a Director shall be regarded as a current vacancy on the Board.
36. No person who has been a Director continuously for nine (9) years after the first annual general meeting following his or her appointment shall be eligible to be re-appointed a Director before the expiration of one year next after the aforesaid nine (9) years.
37. The office of a Director shall become and be vacant:-
- (a) by death of the Director;
  - (b) if the Director is absent from three (3) successive meetings of the Board without leave granted by resolution of the Board;
  - (c) by the Director's written resignation from the office;
  - (d) if the Director is requested in writing by not less than seventy five percent (75%) of the Members to resign;
  - (e) in accordance with Rule 36; or
  - (f) in accordance with the Act.
38. (a) For the purpose of this Rule:-
- (i) a vacancy in the office of Director arising by expiration of the period of time for which the Director vacating the office was appointed shall be a "regular" vacancy; and
  - (ii) a vacancy in the office of Director which is not a regular vacancy shall be a "casual" vacancy.
- (b) (i) the Members shall, subject to these Rules, fill the regular vacancies in the office of Director occurring in a particular year with each Director being appointed generally for a three (3) year term

- (ii) if a casual vacancy in the office of Director occurs, the Members shall, subject to these Rules, fill the vacancy by appointing some person to the vacant office as Director until the next annual general meeting of the Company.
  - (c) a Director shall cease to be a Director at the expiration of the period of time for which she or he was appointed to be a Director
  - (d) a person who ceases to be a Director pursuant to any provision of these Rules and who is not otherwise ineligible to be a Director, shall be eligible to be re-appointed a Director.
39. The Nomination Committee shall in considering a person for nomination as a Director have regard to such matters as the Nomination Committee shall consider relevant from time to time but shall include the following attributes in the possible nominees:
- (a) commitment to the mission, values, vision and objectives of the Company;
  - (b) competency for the role of governance;
  - (c) compassion for and empathy with people who are in poverty, socially marginalised and are disadvantaged; and
  - (d) broad appreciation for the tradition of social ministry of the Church.
40. (a) Appointments by the Members to the Board and removals therefrom shall be by notice in writing addressed to the Board under the hand of the Chair of Members.
- (b) The Board shall appoint one of the Directors to be the Chairperson and shall nominate the term of office for the appointment which shall not exceed three (3) years. The Directors may extend the term of office for a once off further three (3) year period.
  - (c) The office of Chairperson shall become and be vacant:
    - (i) if the Chairperson ceases to be a Director or



- (ii) by the Chairperson's written resignation from the office.
- (iii) If the Chairperson is requested in writing by not less than seventy five percent (75%) of the Directors to resign.

41. The Board shall appoint one of the Directors to be Deputy-Chairperson of the Board, and the provisions of Rule 40 shall apply to the Deputy Chairperson and the office of Deputy Chairperson in the same way as that Rule applies to the Chairperson and the office of Chairperson.

#### Limits on the Board

42. Subject to the Act and these Rules:

- (a) the Members shall determine from time to time a limit for capital expenditure or borrowings above which approval in writing of the Members is required;
- (b) approval of the Members shall be required for the adoption of long term strategic plans or any significant and substantial changes in the conduct of the Company;
- (c) the Members may by notification in writing given to the Chairperson advise the Board that the appointment of the Chief Executive to the Company shall not be made without prior consultation with the Members or shall not be made without prior approval of the Members. The Board in making such appointment shall notwithstanding any provision of the Act or these Rules act only in accordance with such notification;
- (d) the Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit;
- (e) all cheques, promissory notes, bank drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company,

shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors determine.

- (f) Any real estate transferred to the Company by the Congregation may only be alienated or charged with the approval of the Archbishop and the Members.
43. Without limiting the generality of the above, the duties, powers and functions of the Board include all or any matters relating to:
- (a) the provision of community health and social services which derive their values from the Church with its Gospel message and which are designed to respect and enhance the individual dignity of each human person;
  - (b) the promotion and maintenance of good relations with Governments, government instrumentalities, institutions, organisations, health care professions and with the public in general;
  - (c) the provision of training opportunities for employees and volunteers of the Company including professional and personal development and spiritual formation in accord with the Statement of Philosophy, such other matters within its duties and functions as may to the Board seem proper, or as may be referred to the Board by the Members.
44. A Director shall be disqualified by his or her office from holding any other office or place of profit under the Company.

#### Meetings of the Board

45. The Board shall meet for the despatch of business at such times and places as it may determine provided that:
- (a) it shall meet not less frequently than eight (8) times each year;
  - (b) it shall meet whenever the Chairperson may reasonably require by notice in writing to each Director;

- (c) it shall meet on request to the Chairperson made in writing and signed by not fewer than four (4) Directors;
- (d) not less than seven (7) days' notice in writing of an ordinary meeting of the Board, and such notice as is practicable of a special meeting, shall be given to Directors, provided, however, that if less notice than herein provided be given of a meeting, that meeting shall not be invalidated thereby if all Directors, excluding, if need be, a Director who has requested and been granted by the Board leave of absence from that meeting, are present at the notified place and time and unanimously agree to waive, in respect of such meeting, the provisions of this sub-rule; and
- (e) a Board meeting may be called or held using technology consented to by all Directors and the consent may be a standing one. A Director may only withdraw his or her consent on not less than ten (10) days written notice to the Secretary.

46. The Directors may pass a resolution without a Board meeting being held if all Directors entitled to vote on the resolution sign a document containing a statement whether or not they are in favour of the resolution set out in the document:

- (a) Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy;
- (b) When the last Director has signed, the resolution is decided.
- (c) Notice of the resolution and the director's vote may be transmitted electronically to and from the director's email address provided to the Company by the director for the purpose of receiving notices. A record of each email with the director's vote shall be retained with the resolution.

47. A notice of a special meeting shall state the business to be considered at that meeting, No business other than that so stated shall be considered at that meeting.

48. (a) At a meeting of the Board, a clear majority of the then existing Directors shall constitute a quorum.
- (b) If a quorum be not present within thirty minutes next after the time appointed for a meeting of the Board, that meeting shall lapse and all business proposed to be transacted at that meeting shall be brought before the next following ordinary meeting of the Board.
- (c) If a quorum be not present for thirty minutes at any time after a meeting of the Board has commenced, that meeting shall thereupon be deemed to be adjourned to the next following ordinary meeting of the Board.
49. At a meeting of the Board, the Chairperson, and in his or her absence the Deputy-Chairperson, shall preside and if both the Chairperson and the Deputy-Chairperson are absent, the Directors present shall appoint a chairperson for the meeting.
50. At a meeting of the Board each Director present shall have one vote. Where the votes cast for and against any matter are equal, the Chairperson shall have a second or casting vote; and where the votes cast for and against any matter are not equal, the question shall be decided on the majority of votes cast.
51. Subject to these Rules, the procedure to be followed at a meeting of the Board shall be as the Board shall decide.
52. The Board may request the attendance at any meeting of the Board of any person who, in the opinion of the Board, as the case may be, may be able to assist the Board regarding any matter before it.

#### Chairperson and Deputy-Chairperson

53. The Chairperson shall have such duties and functions and may exercise such powers and authorities as are imposed or conferred on him or her by these Rules and by any resolution of the Board including the following:

- (a) to decide any question of procedure arising at a meeting of the Board which is not provided for by these Rules or any prior resolution of the Board;
  - (b) to direct the Chief Executive to carry out or give effect to any or all decisions or directions of the Board;
  - (c) to maintain a constant liaison with the Chair of Members as to the administration and management, present and future, of the Company; and
  - (d) to perform such other duties or functions as the Board may decide.
54. (a) The Deputy-Chairperson shall have such duties and functions and may exercise such powers and authorities as are imposed or conferred on him or her by these Rules and by any resolution of the Board including the following:
- (i) to assist the Chairperson in the performance and exercise of his or her office as requested;
  - (ii) to act in and perform and exercise the office of Chairperson in the absence of the Chairperson or in the event of his or her inability to perform or exercise his or her office; and
  - (iii) to perform such other duties and functions as the Board may decide.
- (b) When acting in the office of Chairperson, the Deputy-Chairperson may do whatever the Chairperson may do therein.

#### Delegation by Board

55. (a) The Board may, by resolution and instrument of delegation in writing, delegate to such one or more Directors as it may decide the performance or exercise of such of the duties, functions, powers and authorities imposed or conferred on it by these Rules as may be specified in the resolution and instrument of delegation, and it may in like manner revoke wholly or in part any such delegation.

- (b) A delegation made under this Rule may be subject to such conditions and/or limitations as to the performance or exercise of any of the specified duties, functions, powers and authorities delegated or as to time or other circumstances as may be specified in the resolution and instrument of delegation.
  - (c) An instrument of delegation shall be signed by the Chairperson and one other Director who is not a delegate pursuant to that instrument, provided that, if the Chairperson be a delegate pursuant to an instrument of delegation, that instrument shall be signed by two Directors who are not delegates pursuant to it.
  - (d) A delegate or, where there is more than one delegate, one of their number as determined by them, shall report to the next following ordinary meeting of the Board and thereafter as directed by the Board with regard to the performance or exercise by him or her or them of the duties, functions, powers and authorities delegated.
56. Subject to Rule 55, any act or thing done by the delegate or delegates when acting in pursuance of a delegation and within the terms thereof shall have the like force and effect as if the act or thing had been done by the Board.
57. Notwithstanding any delegation made under these Rules the Board may continue to perform or exercise all or any of the duties, functions, powers and authorities delegated.

#### Establishment of Committees

58. The Board may establish a committee or committees of the Board as it may decide.
59. (a) A committee shall consist of such persons, whether Directors or not, as the Board may appoint to be members thereof, provided that at least one Director shall be appointed to be such a member.

- (b) The terms and conditions of appointment of persons appointed to be members of a committee shall be as the Board prescribes or otherwise fixes.
  - (c) At the time it appoints the members of a committee, and thereafter as it deems necessary, the Board shall fix the number of such members that must be present at a meeting of the committee to constitute a quorum for such a meeting.
60. (a) The Board shall appoint a member of the committee who is a Director to be Chairperson of the committee; provided that if the Board be of the opinion that there are special reasons arising from the nature of the duties and functions of a committee which make it in the interest of the Company and preferable that it should do so, it may appoint to be Chairperson of that committee a member who is not a Director.
- (b) The terms and conditions of appointment as Chairperson of the member of the committee appointed to that office, if that member be not a Director, shall be as the Board prescribes or otherwise fixes.
61. The duties, functions, powers and authorities of a committee shall be as the Board prescribes or otherwise fixes; and these duties, functions, powers and authorities shall be performed and exercised as the Board may prescribe or decide.
62. (a) A committee shall be deemed to be established when the name, duties, functions, powers and authorities thereof are prescribed or fixed and the Chairperson thereof is appointed.
- (b) A committee shall not have power to perform any of its duties or functions while there is no Chairperson thereof appointed.
63. Subject to these Rules, a committee shall be subject to the authority of the Board at all times and shall act in accordance with and not contrary to any direction of the Board.

64. The Board, at any time and either with or without notice of its intention so to do, may dissolve a committee by notice in writing to the Chairperson of the committee.

#### Notice to Directors

65. Without prejudice to any other method of giving notice, it shall be sufficient compliance with any provision of these Rules requiring notice to be given to Directors if, with observance of the required time, notice is given:
- (a) in a document delivered to the Director in person; or
  - (b) in a pre-paid letter or other document addressed and posted to the Director at his or her last known address two (2) days prior to the date by which notice must be given; or
  - (c) by electronic mail to the email address supplied by the Director to the Company for the purpose of giving notice to him or her in which case delivery shall be deemed to be effected when the sender receives acknowledgement of delivery receipt by the Director; or
  - (d) in a resolution of the Board made at a duly held meeting of the Board and which sufficiently specifies that which is required to be notified, if the terms of that resolution, as recorded in the confirmed proceedings of that meeting, be delivered or posted by electronic mail as aforesaid to the Director.
66. Any such notice may be given in any manner of representing or reproducing words in visible and legible form, and may give notice of either one or more than one matter or event.

#### Dissolution of Board

67. The Board may be dissolved by the Company in general meeting or by instrument in writing under the hand of the Chair of Members notice of which is given to each Director within seven (7) days next after the date on which the instrument was executed, provided that such instrument of dissolution shall not



take effect earlier than five (5) working days next after the date on which it was given to a majority of Directors.

68. (a) A dissolution of the Board shall not of itself affect the continuity of these Rules or invalidate any act or decision of the dissolved Board.
- (b) The Company shall treat a dissolution of the Board as creating casual vacancies in the office of each Director and casual vacancies in, respectively, the office of Chairperson and the office of Deputy-Chairperson, and thereupon the several said casual vacancies shall be filled, subject to these Rules, by appointments being made to the vacant offices as if such vacancies had occurred without any such dissolution of the Board.
- (c) Nothing in this Rule of itself shall cause a person who was a Director at the time of the dissolution to be ineligible to be appointed to fill any such casual vacancy.
69. Upon dissolution of the Board any committee of the Board established pursuant to these Rules shall thereby be dissolved.
70. Upon dissolution of the Board, a delegation made by the Board shall thereby be revoked and a subsequent Board may in accordance with these Rules make a fresh delegation of the same matter in terms the same as or different from those of the revoked delegation.

#### Repeal, Variation and Amendment of Rules

71. These Rules may be varied or amended from time to time by the Members in accordance with the Act and provided that the written approval of the Archbishop is first obtained to any change to Rules 3, 4 and 42(f).
72. The Board may propose a variation or amendment of these Rules provided that the proposal has been adopted at a meeting of the Board in respect of which notice in writing of the proposal and of the date, time and place of the meeting of the Board at which it was to be considered was given to the Directors not less than one month prior to the date of that meeting.

In the event that a variation or amendment is supported by the Board, the proposed variation or amendment shall be referred to the Members for their consideration.

### Secretary

73. The Secretary shall be appointed by the Board in accordance with the Act and for such terms and upon such conditions as the Board thinks fit, and any Secretary so appointed may be removed by the Board.

### Accounts and Gift Fund

74. (a) The Board shall cause proper accounting and other records to be kept as required by the Act and shall distribute copies of every Statement of Financial Performance and Statement of Financial Position (including every document required by law to be attached thereto) accompanied by a copy of the Auditor's report thereon as required by the Act and shall cause to be made out and laid before each annual general meeting a Statement of Financial Performance and Statement of Financial Position made up to date not more than five months before the date of meeting.
- (b) There shall be maintained a fund known as the Gift Fund in accordance with the provisions of subdivision 30-BA part 2.5 of the Income Tax Assessment Act, 1997.
- (c) If the fund is wound up or if the endorsement of the Commissioner for Taxation in accordance with subdivision 30-BA part 2.5 of the Income Tax Assessment Act of the Company as a deductible gift recipient is revoked, any surplus assets of the Gift Fund remaining after payment of the liabilities attributable to it shall be transferred to a fund, authority or institution satisfying the conditions set forth in Rule 6 to which income tax deductible gifts can be made.
75. Subject to the Act, the Board shall from time to time determine at which times and places and under what conditions or regulations the accounting and other records of the Company shall be open to the inspection of Members.

Audit

76. A properly qualified Auditor or Auditors shall be appointed and their duties regulated in accordance with the Act.

Notice to Members

77. Any notice required by law or by or under these Rules to be given to any Member shall be given:
- (a) by sending it by post to the Member's address most recently notified to the Company. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying, and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting on the day after the day of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post; or
  - (b) by electronic mail to the email address supplied by the Member to the Company for the purpose of giving notice to the Member in which case delivery shall be deemed to be effected when the sender receives acknowledgement of delivery receipt by the Member.
78. Notice of meetings shall be given in any manner hereinbefore authorised to every Member except those who have not supplied to the Company an address for the giving of notices to them.

Officers: Indemnities and Insurance

## Definition

79. In this part:

“**ASIC**” means the Australian Securities & Investments Commission or the body which replaces that entity;

“**Excluded Legal Costs**” means, in relation to a person, legal costs incurred:

- (a) in defending or resisting proceedings which the person is found to have an Excluded Liability;
- (b) in defending or resisting criminal proceedings in which the person is found guilty;
- (c) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established, other than costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing proceedings for that court order; or
- (d) in connection with proceedings for relief to the person under the Corporations Act in which the court denies relief,

and for the purposes of this definition, the outcome of the proceedings is the outcome of the proceedings and any appeal in relation to the proceedings.

**“Excluded Liability”** means:

- (a) a liability owed to the Company or a related body corporate of the Company;
- (b) a liability for a pecuniary penalty order under section 1317G of the Act;
- (c) a liability for a compensation order under section 1317H of the Act; or
- (d) a liability that:
  - (i) is not owed to the Company or a related body corporate of the Company; and
  - (ii) did not arise out of conduct in good faith.

**“Proceedings”** means, in relation to a person, any proceedings (whether civil or criminal) in which it is alleged that the person has done or omitted to do some act, matter or thing:

- (a) in his or her capacity as an officer;
- (b) in the course of acting in connection with the affairs of the Company or a related body corporate; or
- (c) otherwise arising out of the person holding office as an officer of the Company or a related body corporate,

including all proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Company or a related body corporate.

“**related body corporate**” has the meaning given to that term by the Act; and

“**officer**” means a person who is, or has been, a director, secretary or executive officer of the Company or a related body corporate of the Company.

#### Indemnity against liabilities

80. To the extent permitted by law, the Company:

- (a) indemnifies every person who is, or has been, a director or secretary of the Company; and
- (b) may by deed indemnify, or agree to indemnify, a person who otherwise is, or has been, an officer,

against a liability incurred by that person in his or her capacity as an officer to another person provided that the liability is not an Excluded Liability or a liability for legal costs and expenses.

#### Indemnity for legal costs

81. To the extent permitted by law, the Company:

- (a) indemnifies every person who is, or has been, a director or secretary of the Company; and
- (b) may by deed indemnify, or agree to indemnify, a person who otherwise is, or has been, an officer,

against legal costs and expenses (other than Excluded Legal Costs) incurred by that person in defending proceedings for a liability incurred by that person in his or her capacity as such an officer.

#### Payment for legal costs

82. To the extent permitted by law, the Company may make a payment (either by way of advance, loan or otherwise) to a person who is an officer for the legal

costs and expenses incurred by that person in defending proceedings for a liability incurred by that person in his or her capacity as an officer provided that:

- (a) the legal costs and expenses are not Excluded Legal Costs at the time the payment is made; and
- (b) the person is obliged to repay the legal costs and expenses to the extent that they become Excluded Legal Costs.

### Insurance

83. To the extent permitted by law, the Company may pay, or agree to pay, a premium for a contract insuring a person who is, or has been, an officer against a liability:

- (a) incurred by that person;
- (b) in his or her capacity as such an officer;
- (c) in the course of acting in connection with the affairs of the Company or a related body corporate; or
- (d) otherwise arising out of the person holding office as such an officer, provided the liability does not arise out of:-
  - (i) conduct involving a wilful breach of duty in relation to the Company or a related body corporate; or
  - (ii) a contravention of sections 182 or 183 of the Act; or
  - (iii) for legal costs and expenses incurred by that person in defending or resisting proceedings, whatever their outcome.

### Director voting on contract of insurance

84. Despite anything in this Constitution, a Director is not precluded from voting in respect of any contract or proposed contract of insurance, merely because the contract insures or would insure the director against a liability incurred by the director as an officer of the Company or of a related body corporate.

Liability

85. An officer of the Company is not liable for the act, neglect or default of any other officer or for joining in any act or for any other loss, expense or damage which arises in the execution of the duties of his or her office unless it arises through his or her own negligence, default, breach of duty or breach of trust.

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