

CONSTITUTION

OF

Erac Australia
ACN 168-493-552
ABN 83 168 493 552

As adopted by Special Resolution

on

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1. Identity

- 1.1 The name of the Company is ERAC [Ltd].
- 1.2 The Company is a public company limited by guarantee.

2. Interpretation

2.1 The replaceable rules contained in the Act apply to the Company, except to the extent that they are displaced or modified (either expressly or by implication) by a provision of this Constitution.

2.2 This Constitution replaces the Objects and Rules of the Company that were registered immediately before the adoption of this Constitution.

2.3 In this Constitution, defined words and phrases are shown with initial capitals. Except to the extent a contrary intention appears:

- (a) **Act** means the *Corporations Act 2001* (Cth).
- (b) **Board** refers to the Board of Directors of the Company.
- (c) **Board Governance Manual** means the policy manual adopted by the Board from time to time that sets out the roles and responsibilities of the Directors and how the Board will carry out its duties.
- (d) **Chief Executive Officer** means the individual appointed by the Board in accordance with clause 16.
- (d) **Company** means ERAC [Ltd].
- (e) **Director** has the meaning defined in section 9 of the Act.
- (f) **Member** means an individual whose membership of the Company has been entered in the register of Members in accordance with clause 7.
- (g) **Objects and Rules of the Company** mean the objects and rules of the Company in place prior to the Company becoming a company limited by guarantee.
- (h) **Regulations** means the *Corporations Regulations 2001* (Cth).
- (i) **Secretary** means the Company Secretary appointed in accordance with the Act and clause 29.
- (j) **Tax deductible gifts** means gifts of money or property to which Subdivision 30A of the *Income Tax Assessment Act 1997* (Cth) applies and includes any money received because of such gifts.

2.4 In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
 - (b) a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty;
 - (c) a Member is taken to be present at a meeting of Members if the Member is present in person or by proxy or other representative;
 - (d) a reference to something being "written" or "in writing" includes that thing being represented or reproduced in any mode in a visible form;
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- (e) where a notice or document is required by this Constitution to be signed, that notice or document may be authenticated by any other manner permitted by the Act or any other law, instead of being signed;
- (f) headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:
 - (g) words importing the singular include the plural (and vice versa);
 - (h) words indicating a gender include every other gender;
 - (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
 - (j) the word "includes" in any form is not a word of limitation.

2.5 Unless the context indicates a contrary intention, in this Constitution:

- (a) a reference to a clause is to a clause of this Constitution; and
- (b) a reference to this Constitution is to this Constitution (and where applicable any of its provisions) as modified or repealed from time to time.

2.6 Unless the context indicates a contrary intention, in this Constitution:

- (a) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it.
- (b) an expression in a provision of this Constitution that deals with a matter dealt with by a provision of the Act has the same meaning as in that provision of the Act;
- (c) an expression in a provision of this Constitution that is defined in section 9 of the Act has the same meaning as in that section;
- (d) a reference to the Act is to the Act in force in relation to the Company after taking into account any waiver, modification or exemption which is in force either generally or in relation to the Company; and
- (e) a word or phrase given a meaning in the Act has the same matters as the matters for which it is defined in the Act, unless that word or phrase is otherwise defined in this Constitution.

2.7 Each Member submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, the Federal Court of Australia and the courts competent to determine appeals from those courts with respect to any proceedings that may be brought at any time relating to this Constitution.

3. Objects

3.1 The objects of the Company are to:

- (a) link people in crisis to caring support by:
 - I. providing suicide prevention and crisis support services including, but not limited to, Lifeline's 13 11 14 service and to do all things relating to that service including the selection and training of counsellors;

- II. assisting and helping through counselling those in need of or seeking advice;
 - III. appropriately referring those seeking help and advice for further assistance, counselling and support; and
 - IV. providing educational and training programs for the promotion of the objects;
- (b) maintain accreditation with Lifeline Australia;
 - (c) promote research and advocacy on relevant matters;
 - (d) enter into co-operative relationships and affiliations with other organisations, movements and associations with similar or related objects;
 - (e) liaise and co-operate with all social, medical, legal and other bodies necessarily required to assist those in need, subject always to respect the confidentiality of those seeking help;
 - (f) seek support, financial or otherwise, as will benefit the Company; and
 - (g) do any other things incidental or conducive to the furtherance of these objects.
- 3.2** For the purpose of carrying out the objects of the Company, the Company may do any or all of the following:
- (a) purchase, lease, hire or otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Company;
 - (b) enter into arrangements with any Federal, State or Local Government authority to promote the objects of the Company;
 - (c) appoint, employ, remove or suspend such managers, employees and consultants as may be necessary for the purposes of the Company; and
 - (d) all such things as are incidental or conducive to the attainments and furtherance of the objects of the Company.
- 3.3** The powers set out in section 124(1) of the Act will apply to the Company to the extent they are not inconsistent with any other clauses contained in this Constitution.

Membership Of The Company

4. Eligibility for Membership

- 4.1** An individual is qualified to be a Member of the Company if the individual is a natural person:
- (a) who has been nominated for membership of the Company in accordance with clause 5; and
 - (b) who has been approved for membership of the Company by the Board.
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5. Nomination for Membership

- 5.1** A nomination of an individual for membership of the Company:
- (a) must be made by a Member of the Company in writing in the form prescribed by the Board; and
 - (b) must be lodged with the Secretary of the Company.
- 5.2** As soon as practicable after receiving a nomination for membership, the Secretary must refer the nomination to the Board which is to determine whether to approve or to reject the nomination.
- 5.3** As soon as practicable after the Board makes that determination, the Secretary must notify the nominee of the Board decision in writing. If a nomination to become a Member is rejected by the Board, the Company will give written notice of the rejection to the applicant however the Company is not required to give any reason for the rejection of any nomination to become a Member.
- 5.4** Where the Board approves the nomination, the Secretary must give written notice to of the acceptance to the nominee and request the nominee to pay (within the period of 28 days after receipt by the nominee of the notification) the sum payable under this Constitution by a Member as an annual fee.
- 5.5** The Secretary must, on payment by a nominee of the amounts referred to in clause 5.4 within the period referred to in that provision, enter the nominee's name in the register of Members and, on the name being so entered, the nominee becomes a Member of the Company.

6. Annual Membership Fee

- 6.1** The annual Company membership fee is such amount as may be determined by the Board from time to time, and is payable at such times and in such manner as determined by the Board.
- 6.2** A Member of the Company will not be entitled to a refund of their membership fees for any reason.
- 6.3** The Company must give notice of the annual Company membership fees to the Members who are required to pay the annual Company membership fee at least 14 days before the due date for payment. The notice must specify the amount of the fee, the time or times and place of payment and any other information as the Board resolves.
- 6.4** The non-receipt of a notice of a fee by, or the accidental omission to give notice of a fee to, any Member does not invalidate the fee.
- 6.5** Each Member must pay to the Company the amount of each fee payable by the Member in the manner, at the time and at the place specified in the notice of the fee.
- 6.6** In a proceeding to recover a fee, or an amount payable due to the failure to pay or late payment of a fee, proof that:
- (a) the name of the individual is entered in the register as a Member;
 - (b) the individual is in the class of Members liable to pay the fee;
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- (c) there is a record in the minute books of the Company of the resolution determining the fee; and
- (d) notice of the fee was given or taken to be given to the individual in accordance with this Constitution,

is conclusive evidence of the obligation of that individual to pay the fee.

7. Membership Register

- 7.1** The Secretary must establish and maintain a register of Members of the Company specifying the name and address of each individual who is a Member of the Company including the date on which the individual became a Member.
- 7.2** The register of Members must be kept at the Company's principal place of business.
- 7.3** A Member of the Company may obtain a copy of any part of the register on payment of a fee of \$1 for each page copied or, if some other amount is determined by the Board, that other amount.
- 7.4** If a Member requests that any information contained on the register about the Member (other than the Member's name) not be available for inspection, that information must not be made available for inspection except as required by law.
- 7.5** A Member must not use information about an individual obtained from the register to contact or send material to the individual, other than for:
 - (a) the purposes of sending the individual a notice in respect of a meeting or other event relating to the Company or other material relating to the Company; or
 - (b) any other purpose necessary to comply with a requirements of the Act.

8. Members Guarantee

- 8.1** Each Member guarantees that it will contribute towards the payment of the:
 - (a) Company's debts and liabilities contracted before that individual ceased to be a Member of the Company; and
 - (b) costs, charges and expenses of the winding up of the Company, up to a limit of \$2.

9. Voting Power

- 9.1** Each Member is entitled to one vote including in, but not limited to, a show of hands or in a poll.

10. Transfer or Cessation of Membership

- 10.1** A right, privilege or obligation which an individual has by reason of being a Member of the Company:
 - (a) is not capable of being transferred or transmitted to another individual; and
 - (b) terminates on cessation of the individual's membership.
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10.2 An individual ceases to be a Member of the Company if the individual:

- (a) dies;
- (b) resigns membership;
- (c) fails to pay the annual fee within six months after it falls due;
- (d) becomes bankrupt;
- (e) becomes of unsound mind or becomes an individual whose property is liable to be dealt with pursuant to a law about mental health; or
- (f) has their membership withdrawn by the Company under clause 13.

10.3 An individual who ceases to be a Member:

- (a) remains liable to pay, and must immediately pay, to the Company all amounts that at date of cessation were payable by the individual to the Company as a Member; and
- (b) must pay to the Company interest at the rate the Board resolves on those amounts from the date of cessation until and including the date of payment of those amounts.

10.4 The Company may by resolution of the Board waive any or all of its rights pursuant to clause 10.3.

11. Resignation of Members

11.1 A Member of the Company is not entitled to resign that membership except in accordance with this clause 11.

11.2 A Member of the Company, who has paid all amounts payable by the Member under this Constitution, may resign by giving to the Board written notice of at least one month (or such other reasonable period as the Board may determine) of the Member's intention to resign and, on the expiration of the period of notice, the Member ceases to be a Member of the Company.

11.3 If there is only one Member and the Member gives proper notice of resignation or on the same day all of the Members give proper notice of resignation, the notice or notices will be ineffective and the Member or Members cannot resign until either another individual is appointed as a Member or the Company is wound up.

11.4 If a Member of the Company resigns in accordance with this clause and in every other case where a Member ceases to hold membership, the Secretary must make an appropriate entry in the register of Members recording the date on which the Member ceased to be a Member of the Company.

12. Review of Membership

12.1 The Board may on reasonable grounds review an individual's membership at any time.

12.2 Where the Board is of the opinion:

- (a) that a Member:
 - I. does not meet the requirements of membership;

II. does not act in accordance with this Constitution; or

- (b) that a review of an individual's membership is in the best interest of the Company,

the Board may, by resolution, temporarily suspend that individual's membership.

12.3 A resolution of the Board under clause 12.2 is of no effect unless the Board, at a meeting held not earlier than 14 days and not later than 28 days after service on the Member of a notice under clause 12.4 confirms the resolution in accordance with clause 12.5.

12.4 Where the Board passes a resolution under clause 12.2, the Secretary must, as soon as practicable, cause a notice in writing to be served on the Member:

- (a) setting out the resolution of the Board and the grounds on which it is based;
- (b) stating that the Member may address the Board at a meeting to be held not earlier than 14 days and not later than 28 days after service after the notice;
- (c) stating the date, place and time of the meeting referred to in clause 12.4(b); and
- (d) informing the Member that they may do either or both of the following:

I. attend and speak at that meeting; and / or

II. submit to the Board at or prior to the date of that meeting written representations relating to the resolution.

12.5 At a meeting of the Board mentioned in clause 12.3, the Board must:

- (a) give to the Member an opportunity to make oral representations;
- (b) give due consideration to any:
- I. oral representations made by the Member under clause 12.5(a); and
- II. written representations submitted to the Board by that Member at or prior to the meeting; and
- (c) by resolution determine whether to confirm or to revoke the resolution of the Board made under clause 12.2.

12.6 If the Board confirms a resolution under clause 12.5(c), the Secretary must, within seven days after that confirmation, by notice in writing inform the Member of that confirmation.

12.7 Subject to clause 13.1, the Member will remain suspended until such time as the Board is reasonably satisfied that remedial action has been taken and the requirements for continued membership have been satisfied.

13. Withdrawal of Membership

13.1 If, following a temporary suspension of the Member under clause 12 the Board is of the opinion that the Member has failed to take adequate remedial action or has failed to comply with the Constitution or continues to act in a manner that is not in the best interest of the Company then the Board may, by resolution, withdraw that Member's membership.

13.2 A resolution of the Board under clause 13.1 is of no effect unless the Board, at a meeting held not earlier than 14 days and not later than 28 days after service on

the Member of a notice under clause 13.3, confirms the resolution in accordance with clause 13.4.

- 13.3** Where the Board passes a resolution under clause 13.1, the Secretary must, as soon as practicable, cause a notice in writing to be served on the Member:
- (a) setting out the resolution of the Board and the grounds on which it is based;
 - (b) stating that the Member may address the Board at a meeting to be held not earlier than 14 days and not later than 28 days after service of the notice; and stating the date, place and time of that meeting;
 - (c) stating the date, place and time of that meeting; and
 - (d) informing the Member that they may do either or both of the following:
 - I.attend and speak at that meeting; and / or
 - II.submit to the Board at or prior to the date of that meeting written representations relating to the resolution.
- 13.4** At a meeting of the Board mentioned in clause 13.2, the Board must:
- (a) give to the Member an opportunity to make oral representations; and
 - (b) give due consideration to any:
 - I.oral representations made by the Member under clause 13.4(a); and
 - II.written representations submitted to the Board by that Member at or prior to the meeting; and
 - (c) by resolution determine whether to confirm or to revoke the resolution of the Board made under clause 13.1.
- 13.5** If the Board confirms a resolution under clause 13.4(c), the Secretary must, within seven days after that confirmation, by notice in writing inform the Member of that confirmation.

Board Of Governance

14. Constitution and Membership of the Board

- 14.1** The Board consists of not less than seven and not more than 11 Directors, all of whom are to be elected in accordance with clause 15 or appointed in accordance with clause 18.
- 14.2** An individual is not eligible to hold simultaneously both an elected and an appointed position on the Board.
- 14.3** An individual is not eligible to be elected, appointed or hold office as a Director if he or she has been a Director of the Company for a cumulative total period that exceeds ten years.
- 14.4** Each elected Director, subject to this Constitution, holds office until the conclusion of the third annual general meeting following the date of the individual's election, and is eligible for re-election.
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- 14.5** Each appointed Director, subject to this Constitution, holds office for a period of three months after the conclusion of the annual general meeting following the date of the individual's appointment, but is eligible for re-appointment or election.

15. Election of the Board

- 15.1** Nominations of candidates for election as Directors:

- (a) must be made in writing, signed by two Members of the Company and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination); and
- (b) must be delivered, to a nominated representative of the Company as specified by the Board, at least 10 days before the date fixed for the holding of the annual general meeting at which the election is to take place.

- 15.2** If insufficient nominations are received to fill all vacancies on the Board, the candidates nominated are taken to be elected and further nominations are to be received at the annual general meeting.

- 15.3** If insufficient further nominations are received, any vacant positions remaining on the Board are taken to be vacancies.

- 15.4** If the number of nominations received is equal to the number of vacancies to be filled, the individuals nominated are taken to be elected.

- 15.5** If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.

- 15.6** The ballot for the election of Directors of the Board is to be conducted at the annual general meeting in such usual and proper manner as the Board may direct.

16. Election of Chair and Deputy Chair

- 16.1** At the first meeting of the Board following the annual general meeting, the Board must elect from amongst the Directors:

- (a) a Chair; and
- (b) a Deputy Chair, who in the absence of unavailability of the Chair may exercise the powers of the Chair.

17. Vacancies on the Board

- 17.1** For the purposes of this Constitution, a casual vacancy in the office of a Director of the Board occurs if the Director:

- (a) dies;
 - (b) becomes a bankrupt;
 - (c) resigns office by notice in writing given to the Chair;
 - (d) is removed from office under clause 19 or pursuant to the Act;
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- (e) becomes of unsound mind or an individual whose property is liable to be dealt with pursuant to a law about mental health;
- (f) is absent without the consent of the board from three meetings of the board held since the previous annual general meeting;
- (g) is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than three months;
- (h) is disqualified from office under Part 2D.6 (Disqualification from managing corporations) of the Act; or
- (i) has held office for a cumulative total period that exceeds 10 years.

17.2 In the event of a vacancy occurring in the Directors of the Board, the Board may appoint an individual to fill the vacancy and the Director so appointed is to hold office, subject to this Constitution, until the conclusion of the annual general meeting next following the date of the appointment.

18. Appointment of additional Director

18.1 Subject to clause 14.1, the Board may at any time create a vacancy on the Board additional to the existing Board. The Board may then appoint an individual to fill the vacancy and the individual so appointed shall hold office until three months after the conclusion of the annual general meeting next following the date of appointment.

19. Removal of Director

19.1 The Company in general meeting may by resolution remove any Director from their office as a Director before the expiration of the Director's term of office in accordance with section 203D of the Act.

19.2 If a Director to whom a proposed resolution referred to in clause 19.1 makes representations in writing to the Secretary or Chair (not exceeding a reasonable length) and requests that the representation be notified to the Members of the Company, the Secretary or the Chair may send a copy of the representations to each Member of the Company or, if the representations are not so sent, the Director is entitled to require that the representations be read out at the meeting at which the resolution is considered.

20. Meetings and Quorum

20.1 The Board may meet when and as it may determine but must meet at least six times in each period of 12 months at such place and time as the Board may determine.

20.2 Additional meetings of the board may be convened by the Chair or by any Director.

20.3 Oral or written notice of a meeting of the Board must be given by the Secretary to each Director at least 48 hours (or such other period as may be unanimously agreed on by the Directors) before the time appointed for the holding of the meeting.

20.4 Any five Directors constitute a quorum for the transaction of the business of a meeting of the Board.

21. Voting and Decisions

21.1 Questions arising at a meeting of the Board are to be determined by a majority of the votes of Directors present or by proxy at the meeting.

21.2 Each Director present or each proxy at a meeting of the Board is entitled to one vote but, in the event of an equality of votes on any question, the individual presiding may exercise a second or casting vote.

21.3 The powers and functions of the Board are not affected by any unfilled vacancy in its membership, provided a quorum is maintained.

21.4 Any act or thing done or suffered, or purporting to have been done or suffered, by the Board is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any Director.

22. Circulating resolutions

22.1 The Board may pass a resolution without a Board meeting being held if a written resolution, of which notice has been given to all Directors, is signed by a majority of Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of the Board).

22.2 The resolution is effective when signed by the last of all the Directors constituting a majority.

22.3 The resolution may consist of several documents in the same form each signed by one or more of the Directors.

22.4 A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with the Director's authority is considered a document in writing signed by the Director and is deemed to be signed when received in legible form.

23. Appointment of Proxies

23.2 Each Director is entitled to appoint another Director as proxy by notice given to the Secretary no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.

23.3 The notice appointing the proxy is to be set out in a form prescribed by the Secretary.

24. Powers of the Board

24.1 The Board, subject to the Act, the Regulations, this Constitution and any resolution passed by the Company in general meeting:

- (a) must govern, control and manage the affairs of the Company;
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- (b) may exercise all such functions as may be exercised by the Company, other than those functions that are required by this Constitution to be exercised by a general meeting of Members of the Company;
- (c) has power to perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper governance of the affairs of the Company;
- (d) is to perform its roles and responsibilities in accordance with the Board Governance Manual as modified and adopted by the Board from time to time;
- (e) may accept or reject nominations for membership;
- (f) may discipline Members, including suspending or withdrawing membership;
- (g) may raise by means of membership fees, levies, public appeals and any other fundraising means, the funds necessary to fulfil the objects of the Company;
- (h) may employ staff on such terms and conditions as it may determine;
- (i) may acquire all accommodation, plant, equipment and materials of any kind that it may require;
- (j) may establish committees and other groups and to define their objects, responsibilities, means of accountability and operating boundaries; and
- (k) may determine policies, procedures and guidelines for the Company.

25. Indemnity

25.1 To the extent permitted by law and without limiting the powers of the Company, the Company must indemnify each individual who is, or has been, a Director (including the Chief Executive Officer or Secretary of the Company) against any liability that results from facts or circumstances relating to the individual serving or having served in that capacity:

- (a) incurred at any time, whether before or after this clause comes into effect, to any individual (other than the Company or a related body corporate), which does not arise out of conduct involving a lack of good faith or conduct known to the individual to be wrongful; and
- (b) for costs and expenses incurred by the individual in defending proceedings, whether civil or criminal, in which judgment is given in favour of the individual or in which the individual is acquitted, or in connection with any application in relation to such proceedings in which the court grants relief to the individual under the Act.

25.2 Except in relation to liability for legal costs (which is dealt with in clause 25.3), the Company must not provide the indemnity referred to clause 25.1 in respect of:

- (a) a liability owed to the Company or a related body corporate;
 - (b) a liability for a pecuniary penalty order under section 1317G or a compensation order under section 1317H of the Act; or
 - (c) a liability that is owed to someone (other than the Company or a related body corporate) that did not arise out of conduct in good faith;
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- 25.3** The Company must not provide the indemnity referred to in clause 25.1 in respect to legal costs incurred in defending an action for liability if the costs are incurred:
- (a) in defending or resisting civil proceedings in which the individual is found to have a liability for which they could not be indemnified under clause 25.2;
 - (b) in defending or resisting criminal proceedings in which the individual 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 be established; or
 - (d) in connection with proceedings for relief to the individual under the Act in which the Court denies the relief.
- 25.4** Clause 25.3(c) does not apply to costs incurred in responding to actions brought by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order.
- 25.5** The Company is not required to indemnify an individual as provided for in clause 25.1 to the extent that the individual is entitled to an indemnity in respect of that liability under a contract of insurance.
- 25.6** The benefit of each indemnity given in clause 25.1 continues, even if the clause is later modified or deleted, in respect of a liability arising out of acts or omissions occurring prior to the modification or deletion.
- 25.7** To the extent permitted by law and without limiting the powers of the Company, the Board may authorise the Company to, or the Company may, enter into any insurance policy for the benefit of an individual who is, or has been, a Director (including the Chief Executive Officer or Secretary of the Company) against any liability that results from facts or circumstances relating to the individual serving or having served in that capacity:
- (a) incurred at any time, whether before or after the time this clause comes into effect, to any individual (other than the Company or a related body corporate), which does not arise out of conduct involving a lack of good faith or conduct known to the individual to be wrongful; and
 - (b) for costs and expenses incurred by the individual in defending proceedings, whether civil or criminal, in which judgment is given in favour of the individual or in which the individual is acquitted, or in connection with any application in relation to such proceedings in which the court grants relief to the individual under the Act.
- 25.8** The Company must not pay, or agree to pay, a premium for a contract insuring an individual who is or has been an officer or auditor of the Company against a liability arising out of:
- (a) conduct involving a wilful breach of duty in relation to the Company; or
 - (b) a contravention of sections 182 or 183 of the Act.
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GENERAL MEETINGS

26. General Meetings

- 26.1** With the exception of the first annual general meeting of the Company, the Company must, at least once in each calendar year and within the period of five months after the expiration of each financial year of Company, convene an annual general meeting of its Members in accordance with the Act.
- 26.2** In addition to any other business that may be transacted at an annual general meeting, the business of an annual general meeting is to:
- (a) confirm the minutes of the last preceding annual general meeting and of any general meeting held since that meeting;
 - (b) receive from the Board reports on the activities of the Company during the last preceding financial year;
 - (c) elect Directors of the Board;
 - (d) receive and consider the annual financial report, auditor's report and any other reports that are required to be submitted to Members under the Act;
 - (e) appoint an auditor; and
 - (f) fix the auditor's remuneration.
- 26.3** In addition to the annual general meeting, the Board may, whenever it thinks fit, and must upon a requisition made in accordance with section 249D of the Act, convene a general meeting of the Company

27. Procedure and Quorum at General Meetings

- 27.1** The Secretary must, except where the Act or this Constitution requires a meeting to be convened sooner, at least 28 days before the date fixed for the holding of the general meeting cause to be sent by prepaid post to each Member at the Member's address appearing in the Register of Members, a notice specifying the place, date and time of the general meeting and the nature of the business proposed to be transacted, and whether it is intended to propose any special resolutions.
- 27.2** A general meeting may be called or held using any technology that the Board reasonably considers, having regard to all the circumstances, is appropriate and will enable Members attending the meeting a reasonable opportunity to hear and be heard.
- 27.3** A quorum for general meetings consists of 5% of the Members of the Company.
- 27.4** The individuals entitled to vote at the general meeting are the Members present at that meeting and each Member present has one vote.
- 27.5** A Member is not entitled to vote at any general meeting of the Company unless all money due and payable by the Member to the Company has been paid, other than the amount of the annual fee payable in respect of the then current year.
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- 27.6** The Chair is to preside over general meetings. In the event that the Chair is unable, or unwilling, to preside, the Deputy Chair is to preside. If both the Chair and Deputy Chair are unable, or unwilling, to preside, the meeting must appoint an acting Chair. The presiding individual has both a deliberative and, upon an equality of votes, a casting vote.
- 27.7** A question arising at a general meeting is to be determined on a show of hands and, unless before or on the declaration of the show of hands a poll is demanded, a declaration by the individual presiding that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the Company, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- 27.8** At a general meeting, a poll may be demanded by the individual presiding or by any Member present at the meeting.
- 27.9** Where a poll is demanded at a general meeting, the poll shall be taken:
- (a) immediately in the case of a poll which relates to the election of the individual to preside at the meeting or to the question of an adjournment; or
 - (b) in any other case, in such manner and at such time before the close of the meeting as the individual presiding directs, and the resolution of the poll on the matter is deemed to be the resolution of the meeting on that matter.

28. Adjournment of General Meetings

- 28.1** If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:
- (a) if convened on the requisition of Members, is to be dissolved; and
 - (b) in any other case, is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the individual presiding at the meeting or communicated by written notice to Members given before the day to which the meeting is adjourned) at the same place.
- 28.2** If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the Members present (being at least five) are to constitute a quorum.
- 28.3** The Chair (or Deputy Chair as the case may be), with the consent of the majority of Members present at the Meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- 28.4** If a general meeting is adjourned for more than one calendar month, the Secretary must give written or oral notice of the adjourned meeting to each Member stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- 28.5** Except as provided in clauses 28.3 and 28.4, notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.
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MISCELLANEOUS

29. Secretary

29.1 The Board must appoint, on such terms and conditions as it may determine, a Secretary to fulfil such responsibilities as are prescribed, including.

- (a) the functions and responsibilities of the Secretary prescribed by this Constitution or the Act;
- (b) maintain the Member register in accordance with the Act; and
- (c) keeping minutes of:
 - I. all elections and appointments of Directors;
 - II. the names of Directors present at a Board meeting or a general meeting;
 - III. the names of Members present at a general meeting; and
 - IV. all proceedings at Board meetings and general meetings.

29.2 Minutes of proceedings at a meeting are to be signed by the individual presiding at the meeting or by the individual presiding at the next succeeding meeting.

30. Chief Executive Officer

30.1 The Board may appoint and employ, on such terms and conditions as it may determine, a Chief Executive Officer to fulfil such responsibilities as are prescribed.

30.2 The Chief Executive Officer is responsible for:

- (a) the day to day operation of the Company;
- (b) providing ongoing advice to the Board on the continuing and future functioning of the Company;
- (c) implementation of the strategic plan;
- (d) carrying out any other duties as required by the Board; and
- (e) doing all things necessary to ensure the Company's compliance with all applicable statutory and regulatory obligations.

30.3 The Chief Executive Officer must keep such books and accounts as he/she considers necessary or as the Board from time to time requires and at least once in every calendar year must present such reports and accounts as are required by law to be presented at the annual general meeting of the Company or at other times as the Board itself may require.

31. Finance

31.1 The Company aims to be self-supporting and its income is to be derived from such sources, including membership fees, levies, donations and public appeals for funds, as the Board may determine from time to time

- 31.2** The Company must, as soon as practicable after receiving any money, issue an appropriate receipt.
- 31.3** The financial year for the Company is the year ending on 30 June.
- 31.4** At the commencement of, and in respect to, each financial year the Board must approve a budget setting out the proposed income and expenditure of the Company together with a statement as to the ways and means by which the budget will be financed.
- 31.5** The Company must not in respect of any financial year exceed the total expenditure provided for in the budget without the prior approval of the Board.
- 31.6** The Board must determine the individuals who will have authority on its behalf to operate bank accounts and to sign, accept and endorse cheques and other negotiable instruments.
- 31.7** A Director must not receive any pecuniary benefit from his or her position, except the indemnity referred to in clause 25.1, and none of the funds of the Company may be used except for the purposes for which the Company is established, provided that this does not prevent the payment to an individual by way of salary for services rendered other than as a Director or reimbursement of costs incurred, as determined by the Board.
- 31.8** The Company must not make any distributions to any Members, whether by way of dividends, surplus on winding up or otherwise. For the avoidance of doubt, this does not prevent the Company from making any payment in good faith of:
- (a) funding Members to carry out activities in furtherance of the purposes for which the Company is established;
 - (b) reasonable and proper remuneration to any Member for services actually rendered or goods supplied to the Company in the ordinary and usual course of business of the Company;
 - (c) interest to a Member at a reasonable rate approved by the Board on money borrowed by the Company from that Member;
 - (d) reasonable and proper rent or fees to a Member for premises leased or licensed by any Member to the Company;
 - (e) money to any Member, being a solicitor, accountant or other individual engaged in any profession, for all usual professional or other charges for work done by that individual or that individual's firm or employer, where the provision of the service has the prior approval of the Board and the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable payment for the service; or
 - (f) any other reasonable amount of similar character to those described in this clause 31.8.
- 31.9** Subject to any resolution passed by the Members in general meeting, the funds of the Company are to be used in pursuance of the Objects of the Company in such manner as the Board determines.
- 31.10** The Members of the Company do not have any right, title or interest, whether legal or equitable, in the property of the Company.
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31.11 The income and property of the Company, however derived, shall be applied solely toward 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, to the Members.

32. Auditor

32.1 The Directors must appoint an auditor within one month after the day on which the Company is registered, unless the Company, at a general meeting, has appointed an auditor. The auditor will hold office until the Company's first annual general meeting, where the appointment will be confirmed by the Members or another auditor is appointed. The appointment of the auditor will be at such fee or otherwise or on such terms and conditions as the Directors or Members (as the case may be) may determine.

32.2 The Board must:

- (a) create proper accounting and other records to be kept and must distribute to Members a copy of each profit and loss account and balance sheet (including every document required by law to be attached to it) accompanied by a copy of the auditor's report as required by the Act; and
- (b) submit to each annual general meeting of the Company a balance sheet and profit and loss account up to a date not more than six months before the date of the meeting.

33. Custody and Inspection of Books

33.1 All records, books and other documents relating to the Company must be kept in the custody of and under the control of the Secretary and must be made available for inspection free of charge by duly appointed representatives of Members.

34. Execution of documents

34.1 The common seal must not be affixed to any instrument except by the authority of the Board and the affixing of the common seal must be attested by the signatures either of two Directors or of one Director and the Secretary.

34.2 Instruments must not be executed on behalf of the Company except by the authority of the Board which may be delegated by the Board in writing.

35. Insurance

35.1 The Company may effect and maintain insurance.

36. Service of Notices

36.1 For the purpose of this Constitution, a notice may be served on or given to a individual:

- (a) by delivering it to the individual personally;
 - (b) by sending it by pre-paid post to the address of the individual; or
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- (c) by sending it by facsimile transmission or some other form of electronic transmission to an address specified by the individual for giving or serving the notice.

36.2 For the purpose of this Constitution, a notice is taken, unless the contrary is proved, to have been given or served:

- (a) in the case of a notice given or served personally, on the date on which it is received by the addressee;
- (b) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post; and
- (c) in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent, or if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

37. Gift Fund

37.1 The Company will establish and maintain a fund to be known as the Gift Fund in conformity with applicable requirements of the *Income Tax Assessment Act 1997* (Cth), including the requirements that the Gift Fund be maintained as a fund:

- (a) to which all tax deductible gifts received by it are to be made;
- (b) to which any money received by the Company because of such gifts is to be credited; and
- (c) that does not receive any other money or property.

37.2 All tax deductible gifts received by or on account of the Company as moneys will be deposited in a bank account in the name of "ERAC Gift Fund".

37.3 The Board may invest the whole or any part of the Gift Fund in such forms of investment as it may determine and all such investments shall be made in the name of "ERAC Gift Fund".

37.4 The Company will not use money or property held in the Gift Fund other than for the Objects of the Company.

37.5 The Company will, upon request, issue or arrange for the issue of receipts in the name of the Company to those members of the public who make contributions to the Gift Fund.

37.6 The Company will maintain a separate fund to be known as the Public Fund for any money or other property of the Company which is not eligible for inclusion in the Gift Fund. The Company will apply the whole of the income of the Public Fund in accordance with the Objects of the Company and as otherwise permitted under this Constitution for the day to day running of the Company.

38. Winding Up Of the Company or the Gift Fund

38.1 In the event that the Company is unable to continue to carry out the Objects for which it was established the Company may be wound-up in accordance with the Act.

38.2 In the event of the:

- (a) Company being wound-up,
- (b) the Company's Gift Fund being wound up; or
- (c) [the revocation of the Company's endorsement under Subdivision 30-BA of the *Income Tax Assessment Act 1997* (Cth) or any successive legislation,]

the amount which remains after such event and the satisfaction of all debts and liabilities, shall be paid and applied by the Company in accordance with its powers to any fund, institution or authority which has similar objects to the objects of the Company and gifts to which are tax deductible under the *Income Tax Assessment Act 1997* (Cth) or any successive legislation.

38.3 In the event of the Company being dissolved, no remaining surplus funds can be distributed to the Members or to any other organisation that does not prohibit the distribution of its income and property amongst its Members.

39. General Saving

39.1 The adoption of this new Constitution by the Company does not invalidate any previous decision, appointment or thing done by the Board or the Company.

39.2 For anything done or commenced under the old Constitution:

- (a) the thing done continues to have effect; or
- (b) the thing commenced may be completed, as if it had been done or commenced under the new Constitution.

40. Lifeline Australia Affiliation

40.1 The Company shall seek and endeavour to maintain affiliation with and accreditation by Lifeline Australia. The Company accepts the authority of Lifeline Australia in setting accreditation standards and acknowledges the right of Lifeline Australia upon accreditation to grant the Company the use of the "Lifeline" name and trademark.

41. Amendment of Constitution

41.1 This Constitution may be amended by special resolution of Members in general meeting. Notice of any motion to amend the Constitution must be received by the Secretary at least 28 days prior to the general meeting.
