



CONSTITUTION OF BFF 4 CHANGE LTD

Australian Company Number (ACN648 608 342)
Australian Business Number (ABN 52 648 608 342)
A company limited by guarantee

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BFF 4 Change Ltd

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Preliminary

1. The Company

- 1.1. The name of the company is BFF 4 Change Ltd (the Company).
- 1.2. The Company is a not-for-profit company limited by guarantee which is established to be, and to continue as, a charity.

2. Effect of the Constitution

- 2.1. This Constitution shall have effect as a contract:
 - (a) Between the Company and each member
 - (b) Between the Company and each Director and office bearer, and
 - (c) Between a member and each other member.

Pursuant to which each member agrees to observe and perform the Rules within the Constitution, so far as they apply to that member.

3. Limited liability of members

- 3.1. The liability of members is limited to the amount of the guarantee in clause 4.

4. The guarantee

- 4.1. Each member must contribute an amount not more than \$10 (the guarantee) to the property of the Company if the Company is wound up while the member is a member, or within 12 months after they stop being a member, and this contribution is required to pay for the:
 - (a) Debts and liabilities of the Company incurred before the member stopped being a member, and
 - (b) Costs of winding up.

5. Definitions

- 5.1. In this Constitution, words and phrases have the meaning set out in clauses 74 to 76.

Charitable purposes and powers

6. Objects

- 6.1. The Company's objects are to pursue the following charitable purpose(s):
 - (a) To advance social or public welfare assisting people affected by poverty, sickness, homelessness, suffering distress and misfortune, and hopelessness, by providing the supply of goods and services to charities, enabling them to identify and assist those people with benevolent needs.
- 6.2. In order to pursue the above objects, the Company shall be involved in activities which are incidental to achieving these objects including but not limited to:
 - (a) Establishing a digital software platform that connects donors, suppliers, charities and recipients
 - (b) Embracing innovation and continuous improvement and adopting industry best practice via effective use of technology
 - (c) Seek to raise money to further the aims of the Company and secure sufficient funds for the purposes of the Company

- (d) Receive any funds and distribute these funds in a manner that best attains the objects of the Company
- (e) Providing funding to other public benevolent institutions to provide services to meet these objects
- (f) Consider and, as thought appropriate, facilitate and co-ordinate the continued education of members in relation to the Company's objects, and
- (g) Do all acts and things as may be deemed necessary or incidental to the achievement of these or similar objects.

7. Powers

7.1. Subject to clause 8, the Company has the following powers, which may only be used to carry out its purpose(s) set out in clause 6:

- (a) The powers of an individual, and
- (b) All the powers of a company limited by guarantee under the Corporations Act, 2001 (Cth).

8. Not-for-profit

8.1. Except as provided in clauses 8.2 and 72 the assets and income of the organisation shall be applied solely to further its objects and no portion shall be distributed directly or indirectly to the members of the organisation except as genuine compensation for services rendered or expenses incurred on behalf of the organisation.

8.2. Clause 8.1 does not stop the Company from doing the following things, provided they are done in good faith and with the Board's approval:

- (a) Paying a member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the Company
- (b) Making a payment to a member in carrying out the Company's charitable purpose(s)
- (c) Paying remuneration to any officer or employee of the Company for services actually rendered to the Company
- (d) Reimbursement of expenses reasonably and properly incurred by any officer, employee or member on the Company's behalf
- (e) Reasonable and proper interest on money borrowed from any officer, employee or member at a rate not exceeding the rate of interest charged by the Company's principal bankers from time to time on its overdrawn account or, if the Company's account with its principal bankers is not overdrawn at the relevant time, the rate of interest certified by the Company's principal bankers as the rate which they would charge the Company if its account were overdrawn at that time, or
- (f) Reimbursement of any amounts reasonably and properly expended on or in connection with the establishment and promotion of the Company.

8.3. Nothing in this clause 8 prevents the Directors from writing off from Company earnings such amount for loss or depreciation of any of the Company's property or set aside out of profits of the Company such sums as a reserve fund to meet contingencies or for repairing or improving and maintaining any of the Company property and for such purposes as the Directors in their discretion think conducive to the interests of the Company and may invest, lend or dispose of the sums so set aside in any way they think fit and may from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the reserve fund into such special funds as they think fit with full power to employ the assets constituting the reserve fund in the business of the Company and without being bound to keep the same separate from other assets.

9. Amending the Constitution

- 9.1. Subject to clause 9.2, the members may amend this Constitution by passing a special resolution.
- 9.2. The members must not pass a special resolution that amends this Constitution if passing it causes the Company to no longer be a charity.
- 9.3. In the event of any alteration or amendment to this Constitution the Directors undertake to notify the Commissioner of Taxation in writing of any such alteration within 30 days of such alteration.

Members

10. Membership and Register of members

- 10.1. The members of the Company are:
 - (a) Initial members, and
 - (b) Any other person that the Board allows to be a member, in accordance with this Constitution.
- 10.2. Subject to clause 7, the Directors have the power from time to time to create such classes of members and to determine the rights and privileges attaching to those classes including but not limited to the voting rights of those members.
- 10.3. The Company must establish and maintain a Register of members. The Register of members must be kept by the Secretary and must contain:
 - (a) For each current member and member who was terminated during the last seven years:
 - i. name
 - ii. email address (if available)
 - iii. contact phone number
 - iv. address
 - v. any alternative address nominated by the member for the service of notices
 - vi. date the member was entered on to the Register, and
 - vii. date the membership ended.
- 10.4. The Company must maintain confidentiality and observe Privacy legislation in relation to the access and use of member details.
- 10.5. Information that is accessed from the Register of members must only be used in a manner relevant to the interests or rights of members, or for the intended purpose of the Company.
- 10.6. A member's rights, privileges and benefits of membership are personal to the member and membership of the Company is not transferable whether by Law or otherwise and all rights and privileges of membership of the Company shall cease upon the member ceasing to be such whether by resignation, death, winding-up or otherwise.

11. Who can be a member

- 11.1. Subject to clause 10.2, a person or entity who supports the purposes of the company is eligible to apply to be a member of the Company under clause 12.
- 11.2. In this clause, 'person' means an individual or incorporated body.
- 11.3. In order to maintain membership, members must do the following:
 - (a) Pay any subscription or levy in accordance with clause 16, and
 - (b) Otherwise comply with the provisions of this Constitution.
- 11.4. Subject to clause 10.2, a member has the right to receive notices of and to attend and be heard at any general meeting and has the right to vote at any general meeting.

12. How to apply to become a member

12.1. A person (as defined in clause 11.2) may apply to become a member of the Company by completing the member application process, stating that they:

- (a) Want to become a member
- (b) Support the purpose(s) of the Company, and
- (c) Agree to comply with the Company's Constitution, including paying any subscription or levy in accordance with clause 16 and paying the guarantee under clause 4 if required.

13. Directors decide whether to approve membership

13.1. Unless otherwise stated within this Constitution, all eligible members are accepted as members when notified by the Board.

13.2. The Directors must consider an application for membership within a reasonable time after the Company receives the application.

13.3. If the Directors approve an application, the Secretary must as soon as possible enter the new member on the Register of members.

13.4. If the Directors reject an application, the Secretary must write to the applicant as soon as possible to tell them that their application has been rejected, but does not have to give reasons.

13.5. If a member's membership is rejected or withdrawn, any subscription or levy paid in advance by the applicant must be refunded to the applicant.

13.6. For the avoidance of doubt, the Directors may approve an application even if the application does not state the matters listed in clauses 12.1(a), 12.1(b) or 12.1(c). In that case, by applying to be a member, the applicant agrees to those three matters.

14. When a person becomes a member

14.1. Other than initial members, an applicant will become a member when they are entered on the Register of members.

15. When a person stops being a member

15.1. A person immediately stops being a member if they:

- (a) Die
- (b) Are wound up or otherwise dissolved or deregistered (for an incorporated member)
- (c) Resign, by writing to the Secretary. The resignation does not limit the member's liability under this Constitution
- (d) Are expelled under clause 18
- (e) Have unpaid subscriptions or levies, or
- (f) Have not responded within three months to a written request from the Secretary that they confirm in writing that they want to remain a member.

16. Subscription / Levy

16.1. The subscription or levy payable by a member is such sum as determined by the Board from time to time with the manner of collection also determined by the Board.

16.2. For the avoidance of doubt, the subscription / levy payable by a member:

- (a) Will not in the ordinary course be disclosed to other members
- (b) May vary from year to year
- (c) May be different to the subscription / levy payable by another member, or
- (d) May be nil.

Dispute resolution and disciplinary procedures

17. Dispute resolution

- 17.1. The dispute resolution procedure in this clause applies to disputes (disagreements) under this Constitution between a member or Director and:
- (a) One or more members
 - (b) One or more Directors, or
 - (c) The Company.
- 17.2. A member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 18 until the disciplinary procedure is completed.
- 17.3. Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it.
- 17.4. If those involved in the dispute do not resolve it under clause 17.3, they must within 10 days:
- (a) Tell the Directors about the dispute in writing
 - (b) Agree or request that a mediator be appointed, and
 - (c) Attempt in good faith to settle the dispute by mediation.
- 17.5. The mediator must:
- (a) Be chosen by agreement of those involved
 - (b) Where those involved do not agree:
 - i. for disputes between members, a person chosen by the Directors, or
 - ii. for other disputes, a person chosen by either the Commissioner of the Australian Charities and Not-for-profits Commission or the president of The Law Society of NSW.
- 17.6. A mediator chosen by the Directors under clause 17.5(b)i:
- (a) May be a member or former member of the Company
 - (b) Must not have a personal interest in the dispute, and
 - (c) Must not be perceived to be biased towards or against anyone involved in the dispute.
- 17.7. When conducting the mediation, the mediator must:
- (a) Allow those involved a reasonable chance to be heard
 - (b) Allow those involved a reasonable chance to review any written statements
 - (c) Ensure that those involved are given natural justice, and
 - (d) Not make a decision on the dispute.

18. Disciplining members

- 18.1. In accordance with this clause, the Directors may resolve to warn, suspend or expel a member from the company if the Directors consider that:
- (a) The member has breached this Constitution,
 - (b) The member's behaviour is causing, has caused, or is likely to cause harm to the Company, or
 - (c) The member's actions are not in accordance or in the spirit or intention outlined in clause 6.
- 18.2. At least 14 days before the Directors' meeting at which a resolution under clause 18.1 will be considered, the Secretary must notify the member in writing:
- (a) That the Directors are considering a resolution to warn, suspend or expel the member,
 - (b) That this resolution will be considered at a Directors' meeting and the date of that meeting,
 - (c) What the member is said to have done or not done
 - (d) The nature of the resolution that has been proposed, and
 - (e) That the member may provide an explanation to the Directors, and details of how to do so.

- 18.3. Before the Directors pass any resolution under clause 18.1, the member must be given a chance to explain or defend themselves by:
- (a) Sending the Directors, a written explanation before that Directors' meeting, and/or
 - (b) Speaking at the meeting.
- 18.4. After considering any explanation under clause 18.3, the Directors may:
- (a) Take no further action
 - (b) Warn the member
 - (c) Suspend the member's rights as a member for a period of no more than 12 months
 - (d) Expel the member
 - (e) Refer the decision to an unbiased, independent person on conditions that the Directors consider appropriate (however, the person can only make a decision that the Directors could have made under this clause), or
 - (f) Require the matter to be determined at a general meeting.
- 18.5. The Directors cannot fine a member.
- 18.6. The Secretary must give written notice to the member of the decision under clause 18.4 as soon as possible.
- 18.7. Disciplinary procedures must be completed as soon as reasonably practical.
- 18.8. There will be no liability for any loss or injury suffered by the member as a result of any decision made in good faith under this clause.

General meetings of members

19. General meetings called by Directors

- 19.1. The Directors may call a general meeting.
- 19.2. Subject to clause 10.2, if members, with the lesser of 10% of the votes that may be cast at a general meeting or 100 members in number, make a written request to the company for a general meeting to be held, the Directors must:
- (a) Within 21 days of the members' request, give all members notice of a general meeting, and
 - (b) Hold the general meeting within two months of the members' request.
- 19.3. The percentage of votes that members have (in clause 19.2) is to be worked out as at midnight before the members request the meeting.
- 19.4. The members who make the request for a general meeting must:
- (a) State in the request any resolution to be proposed at the meeting
 - (b) Sign the request, and
 - (c) Give the request to the company.
- 19.5. Separate copies of a document setting out the request may be signed by members if the wording of the request is the same in each copy.

20. General meetings called by members

- 20.1. If the Directors do not call the meeting within 21 days of being requested under clause 19.2, 50% or more of the members who made the request may call and arrange to hold a general meeting.
- 20.2. To call and hold a meeting under clause 20.1 the members must:
- (a) As far as possible, follow the procedures for general meetings set out in this Constitution
 - (b) Call the meeting using the list of members on the Company's member Register, which the Company must provide to the members making the request at no cost, and
 - (c) Hold the general meeting within three months after the request was given to the Company.

21. Annual general meeting

- 21.1. A general meeting, called the annual general meeting, must be held:
- (a) Within 18 months after registration of the Company, and
 - (b) After the first annual general meeting, at least once in every calendar year and within 5 months of the end of the Company's financial year.
- 21.2. Even if these items are not set out in the notice of meeting, the business of an annual general meeting may include:
- (a) Confirmation of the minutes of the preceding annual general meeting and any special general meeting since that meeting
 - (b) A review of the Company's activities
 - (c) A review of the Company's finances
 - (d) Any auditor's report
 - (e) The election of Directors
 - (f) The election of office-bearers, and
 - (g) The appointment and payment of auditors, if any.
- 21.3. Before or at the annual general meeting, the Directors must give information to the members on the Company's activities and finances during the period since the last annual general meeting.
- 21.4. The Chairperson of the annual general meeting must give members as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the Company.
- 21.5. The annual general meeting of the Company is, subject to the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) (ACNC) and to clause 21.1, to be convened on such date and at such place and time as the Board thinks fit.
- 21.6. An annual general meeting must be specified as such in the notice convening it.

22. Notice of general meetings

- 22.1. Notice of a general meeting must be given to:
- (a) Each member entitled to vote at the meeting
 - (b) Each Director, and
 - (c) The auditor (if any).
- 22.2. Notice of a general meeting must be provided in writing at least 21 days before the meeting.
- 22.3. Subject to clause 22.4, notice of a meeting may be provided less than 21 days before the meeting if:
- (a) For an annual general meeting, all the members entitled to attend and vote at the annual general meeting agree beforehand, or
 - (b) For any other general meeting, members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- 22.4. Notice of a meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
- (a) Remove a Director
 - (b) Appoint a Director in order to replace a Director who was removed, or
 - (c) Remove an auditor.
- 22.5. Notice of a general meeting must include:
- (a) The place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this)

- (b) The general nature of the meeting's business
- (c) If applicable, that a special resolution is to be proposed and the words of the proposed resolution, and
- (d) A statement that members do not have the right to appoint proxies unless given prior approval by the Board on a case by case basis.

22.6. If a general meeting is adjourned (put off) for one month or more, the members must be given new notice of the resumed meeting.

23. Quorum at general meetings

23.1. For a general meeting to be held, at least three Directors (a quorum) must be present for the whole meeting.

23.2. No business may be conducted at a general meeting if a quorum is not present.

23.3. If there is no quorum present within 30 minutes after the starting time stated in the notice of general meeting, the general meeting is adjourned to the date, time and place that the Chairperson specifies. If the Chairperson does not specify one or more of those things, the meeting is adjourned to:

- (a) If the date is not specified – the same day in the next week
- (b) If the time is not specified – the same time, and
- (c) If the place is not specified – the same place.

23.4. If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

24. Auditor's right to attend meetings

24.1. The auditor (if any) is entitled to attend any general meeting and to be heard by the members on any part of the business of the meeting that concerns the auditor in the capacity of auditor.

24.2. The Company must give the auditor (if any) any communications relating to the general meeting that a member of the Company is entitled to receive.

25. Representatives of members

25.1. Subject to clause 10.2, an incorporated member may appoint as a representative:

- (a) One individual to represent the member at meetings and to sign circular resolutions under clause 32, and
- (b) The same individual or another individual for the purpose of being appointed or elected as a Director.

25.2. The appointment of a representative by a member must:

- (a) Be in writing
- (b) Include the name of the representative
- (c) Be signed on behalf of the member, and
- (d) Be given to the company or, for representation at a meeting, be given to the Chairperson before the meeting starts.

25.3. A representative has all the rights of a member relevant to the purposes of the appointment as a representative.

25.4. The appointment may be standing (ongoing).

26. Using technology to hold meetings

26.1. The Company may hold a general meeting at two or more venues using any technology that gives the members as a whole a reasonable opportunity to participate, including to hear and be heard.

26.2. Anyone using this technology is taken to be present in person at the meeting.

27. Chairperson for general meetings

27.1. The elected Chairperson is entitled to chair general meetings.

27.2. The members present and entitled to vote at a general meeting may choose a Director or member to be the Chairperson for that meeting if:

- (a) There is no elected Chairperson, or
- (b) The elected Chairperson is not present within 30 minutes after the starting time set for the meeting, or
- (c) The elected Chairperson is present but says they do not wish to act as Chairperson of the meeting.

28. Role of the Chairperson

28.1. The Chairperson is responsible for the conduct of the general meeting, and for this purpose must give members a reasonable opportunity to make comments and ask questions (including to the auditor (if any)).

28.2. In the case of an equality of votes on a question at a general meeting, the Chairperson of the meeting is entitled to exercise a second or casting vote.

29. Adjournment of meetings

29.1. If a quorum is present, a general meeting must be adjourned if a majority of members present direct the Chairperson to adjourn it.

29.2. Only unfinished business may be dealt with at a meeting resumed after an adjournment.

Members' resolutions and statements

30. Members' resolutions and statements

30.1. Subject to clause 10.2, members, with the lesser of 10% of the votes that may be cast on a resolution, or 100 in number, may give:

- (a) Written notice to the Company of a resolution they propose to move at a general meeting (members' resolution), and/or
- (b) A written request to the Company that the Company give all of its members a statement about a proposed resolution or any other matter that may properly be considered at a general meeting (members' statement).

30.2. A notice of a members' resolution must set out the wording of the proposed resolution and be signed by the members proposing the resolution.

30.3. A request to distribute a members' statement must set out the statement to be distributed and be signed by the members making the request.

30.4. Separate copies of a document setting out the notice or request may be signed by members if the wording is the same in each copy.

30.5. The percentage of votes that members have (as described in clause 30.1) is to be worked out as at midnight before the request or notice is given to the Company.

30.6. If the company has been given notice of a members' resolution under clause 30.1(a), the resolution must be considered at the next general meeting held more than two months after the notice is given.

30.7. This clause does not limit any other right that a member has to propose a resolution at a general meeting.

31. Company must give notice of proposed resolution or distribute statement

31.1. If the Company has been given a notice or request under clause 30:

- (a) In time to send the notice of proposed members' resolution or a copy of the members' statement to members with a notice of meeting, it must do so at the Company's cost, or
- (b) Too late to send the notice of proposed members' resolution or a copy of the members' statement to members with a notice of meeting, then the members who proposed the resolution or made the request must pay the expenses reasonably incurred by the Company in giving members notice of the proposed members' resolution or a copy of the members' statement. However, at a general meeting, the members may pass a resolution that the Company will pay these expenses.

31.2. The Company does not need to send the notice of proposed members' resolution or a copy of the members' statement to members if:

- (a) It is more than 1000 words long
- (b) The Directors consider it may be defamatory
- (c) Clause 31.1(b) applies, and the members who proposed the resolution or made the request have not paid the Company enough money to cover the cost of sending the notice of the proposed members' resolution or a copy of the members' statement to members, or
- (d) In the case of a proposed members' resolution, the resolution does not relate to a matter that may be properly considered at a general meeting or is otherwise not a valid resolution able to be put to the members.

32. Circular resolutions of members

32.1. Subject to clause 32.2, the Directors may put a resolution to the members to pass a resolution without a general meeting being held (a circular resolution).

32.2. Circular resolutions cannot be used:

- (a) For a resolution to remove an auditor, appoint a Director or remove a Director
- (b) For passing a special resolution, or
- (c) Where the Corporations Act or this Constitution requires a meeting to be held.

32.3. A circular resolution is passed if 50% of the members entitled to vote on the resolution sign or agree to the circular resolution, in the manner set out in clause 32.4 or clause 32.5.

32.4. Members may sign:

- (a) A single document setting out the circular resolution and containing a statement that they agree to the resolution, or
- (b) Separate copies of that document, as long as the wording is the same in each copy.

32.5. The Company may send a circular resolution by email to members and members may agree by sending a reply email to that effect, including the text of the resolution in their reply.

Voting at general meetings

33. How many votes a member has

33.1. Each member has one vote.

33.2. A member is not entitled to vote at a general meeting unless all money due and payable by the member has been paid.

34. Challenge to member's right to vote

34.1. A member or the Chairperson may only challenge a person's right to vote at a general meeting at that meeting.

34.2. If a challenge is made under clause 34.1, the Chairperson must decide whether or not the person may vote. The Chairperson's decision is final.

35. How voting is carried out

35.1. Voting must be conducted and decided by:

- (a) A show of hands
- (b) A vote in writing, or
- (c) Another method chosen by the Chairperson that is fair and reasonable in the circumstances.

35.2. Before a vote is taken, the Chairperson must state whether any proxy votes have been received and, if so, how the proxy votes will be cast.

35.3. On a show of hands, the Chairperson's decision is conclusive evidence of the result of the vote.

35.4. The Chairperson and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands.

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

36.1. A vote in writing may be demanded on any resolution instead of or after a vote by a show of hands by:

- (a) The lesser of at least 100 members present, or members present with at least 10% of the votes that may be passed on the resolution, on the vote in writing (worked out as at the midnight before the vote in writing is demanded), or
- (b) The Chairperson.

36.2. A vote in writing must be taken when and how the Chairperson directs, unless clause 36.3 applies.

36.3. A vote in writing must be held immediately if it is demanded under clause 36.1:

- (a) For the election of a Chairperson under clause 27.2, or
- (b) To decide whether to adjourn the meeting.

36.4. A demand for a vote in writing may be withdrawn.

37. Appointment of proxy

37.1. Unless given prior approval by the Board, a member may not appoint a proxy to attend and vote at a general meeting on their behalf.

Directors – the Board

38. Board Composition

38.1. The Company must have at least three Directors.

38.2. The Board is to consist of:

- (a) The office-bearers of the Company, and
- (b) Other members as required, each of whom is to be elected prior to, and appointed at, the annual general meeting of the Company.

38.3. The office-bearers of the Company are as follows:

- (a) The Chairperson
- (b) The Vice-Chairperson
- (c) The Treasurer, and
- (d) The Secretary.

38.4. A Director may hold up to two office-bearer positions (other than both the Chairperson and Vice-Chairperson offices).

39. Election and appointment of Directors

39.1. The initial Directors are the people who have agreed to act as Directors and who are named as proposed Directors in the application for registration of the Company.

39.2. Apart from the initial Directors and Directors appointed under clause 39.15, the members may elect a Director by a resolution passed in a general meeting.

39.3. To facilitate Director elections, nominees for such positions will be sought by the Board from all members, subject to this clause, and this can be done in any manner approved by the Board including email, text or mail.

39.4. Any and all nominations must:

- (a) Be reviewed and approved by the Board before proceeding to a vote and/or appointment, and
- (b) Be delivered to the Secretary or Chairperson of the Company by the nominated date when requesting nominations.

39.5. If insufficient nominations are received to fill all vacancies on the Board, the candidates nominated are taken to be elected and no further nominations are to be received at the annual general meeting.

39.6. If insufficient nominations are received, any vacant positions remaining on the Board are taken to be casual vacancies.

39.7. If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.

39.8. If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held with all members entitled to one vote.

39.9. Elections can be done in any manner approved by the Board including email, text or mail, with voting closing in sufficient time to advise the results at the annual general meeting.

39.10. Voting is not compulsory and will be by a majority of votes received by the poll closing date.

39.11. The Company will use a preferred voting system for election of Directors.

39.12. In the event of a tie in voting between two Members, the Chairperson shall have a casting vote.

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

- (a) The members present have first passed a resolution that the appointments may be voted on together, and
- (b) No votes were cast against that resolution.

39.14. A person is eligible for election as a Director of the company if they:

- (a) Are a member of the Company, or a representative of a member of the Company (appointed under clause 25)
- (b) Give the Company their signed consent to act as a Director of the Company, and
- (c) Are not ineligible to be a Director under the Corporations Act or the ACNC Act.

39.15. The Directors may appoint a person as a Director to fill a casual vacancy or as an additional Director if that person:

- (a) Is a member of the Company, or a representative of a member of the Company (appointed under clause 25)
- (b) Gives the company their signed consent to act as a Director of the Company, and
- (c) Is not ineligible to be a Director under the Corporations Act or the ACNC Act.

- 39.16. If the number of Directors is reduced to fewer than three or is less than the number required for a quorum, the continuing Directors may act for the purpose of increasing the number of Directors to three (or higher if required for a quorum) or calling a general meeting, but for no other purpose.
- 39.17. Where nominations for vacant positions, in accordance with clause 39, cannot be satisfied within the parameters stated, the Board may, appoint Directors outside of such parameters, where they believe such appointments may benefit the makeup of the Board.

40. Election of Office Bearers

- 40.1. To facilitate office bearer elections, nominees for such positions will be sought by the Board from Directors. This can be done in any manner approved by the Board including email, text or mail.
- 40.2. Any and all nominations must be reviewed and approved by the Board before proceeding to a vote and/or appointment.
- 40.3. The ballot for the election of office bearers of the Board is to be conducted at the annual general meeting in such usual and proper manner as the Board may direct.
- 40.4. Elections will be conducted in person
- 40.5. In the event of a tie in voting, the Chairperson shall have a casting vote.

41. Term of office

- 41.1. The initial Directors are eligible to hold office, for their initial term, for a period of between one to five years ending at the annual general meeting after that term. This term will be determined by the initial Directors, but staggered to ensure that the initial Directors tenure does not conclude on the same date. The following terms will be as per the following clauses.
- 41.2. Each Director is, subject to this Constitution and subject to Clauses 41.1 and 42, eligible to hold office until the conclusion of the third consecutive annual general meeting following the date of the member's election.
- 41.3. Director's that have held office for three consecutive terms must stand down for a period of not less than three months before being again eligible to be nominated as a Director.
- 41.4. At each annual general meeting any Director appointed by the Directors to fill a casual vacancy or as an additional Director must retire.
- 41.5. Other than a Director appointed under clause 39.15, a Director's term of office starts at the end of the annual general meeting at which they are elected and ends at the end of the annual general meeting at which they retire.
- 41.6. A Director who retires under clause 41.1 or clause 41.2 may nominate for election or re-election, subject to clause 41.3.

42. When a Director stops being a Director

- 42.1. A Director stops being a Director if they:
- (a) Give written notice of resignation as a Director to the Company
 - (b) Die
 - (c) Are removed as a Director by a resolution of the members
 - (d) Stop being a member of the Company
 - (e) Are a representative of a member, and that member stops being a member
 - (f) Are a representative of a member, and the member notifies the Company that the representative is no longer a representative
 - (g) Are absent for three consecutive Directors' meetings without approval from the Directors, or
 - (h) Become ineligible to be a Director of the Company under the Corporations Act or the ACNC Act.

Powers of Directors

43. Powers of Directors

- 43.1. The Directors are responsible for managing and directing the activities of the Company to achieve the purpose(s) set out in clause 6.
- 43.2. The Directors may use all the powers of the Company except for powers that, under the Corporations Act or this Constitution, may only be used by members.
- 43.3. The Directors must decide on the responsible financial management of the Company including:
 - (a) Any suitable written delegations of power under clause 44 and
 - (b) How money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
- 43.4. The Directors cannot remove a Director or auditor. Directors and auditors may only be removed by a members' resolution at a general meeting.

44. Delegation of Directors' powers

- 44.1. The Directors may delegate any of their powers and functions to a committee, a Director, an employee of the Company (such as a chief executive officer) or any other person, as they consider appropriate.
- 44.2. The delegation must be recorded in the Company's minute book.

45. Payments to Directors

- 45.1. The Company must not pay fees to a Director for acting as a Director.
- 45.2. The Company may:
 - (a) Pay a Director for work they do for the Company, other than as a Director, if the amount is no more than a reasonable fee for the work done, or
 - (b) Reimburse a Director for expenses properly incurred by the Director in connection with the affairs of the Company.
- 45.3. Any payment made under clause 45.2 must be approved by the Directors.
- 45.4. Unless otherwise agreed by the Directors, the Company will pay premiums for insurance indemnifying Directors, as allowed for by law (including the Corporations Act) and this Constitution.

46. Execution of documents

- 46.1. The Company may execute a document without using a common seal if the document is signed by:
 - (a) Two Directors of the Company
 - (b) A Director and the Secretary
 - (c) Two individuals authorised by the Board, in writing, to do so, or
 - (d) In such other manner as the Directors determine from time to time.

Duties of Directors

47. Duties of Directors

- 47.1. The Directors must comply with their duties as Directors under legislation and common law (judge-made law), and with the duties described in governance standard 5 of the regulations made under the ACNC Act which are:

- (a) To exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a Director of the Company
- (b) To act in good faith in the best interests of the Company and to further the charitable purpose(s) of the company set out in clause 6
- (c) Not to misuse their position as a Director
- (d) Not to misuse information they gain in their role as a Director
- (e) To disclose any perceived or actual material conflicts of interest in the manner set out in clause 48
- (f) To ensure that the financial affairs of the Company are managed responsibly, and
- (g) Not to allow the Company to operate while it is insolvent.

48. Conflicts of interest

48.1. A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution):

- (a) To the other Directors, or
- (b) If all of the Directors have the same conflict of interest, to the members at the next general meeting, or at an earlier time if reasonable to do so.

48.2. The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.

48.3. Each Director who has a material personal interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution) must not, except as provided under clause 48.4:

- (a) Be present at the meeting while the matter is being discussed, or
- (b) Vote on the matter.

48.4. A Director may still be present and vote if:

- (a) Their interest arises because they are a member of the Company, and the other members have the same interest
- (b) Their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Company (see clause 70)
- (c) Their interest relates to a payment by the Company under clause 69 (indemnity), or any contract relating to an indemnity that is allowed under the Corporations Act
- (d) The Australian Securities and Investments Commission (ASIC) makes an order allowing the Director to vote on the matter, or
- (e) The Directors who do not have a material personal interest in the matter pass a resolution that:
 - i. identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the Company, and
 - ii. says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

Directors' meetings

49. When the Directors meet

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

50. Calling Directors' meetings

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

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

51. Chairperson for Directors' meetings

51.1. The elected Chairperson is entitled to chair Directors' meetings.

51.2. The Directors at a Directors' meeting may choose a Director to be the Chairperson for that meeting if the elected Chairperson is:

- (a) Not present within 30 minutes after the starting time set for the meeting. or
- (b) Present but does not want to act as Chairperson of the meeting.

52. Quorum at Directors' meetings

52.1. Unless the Directors determine otherwise, the quorum for a Directors' meeting is a majority (more than 50%) of Directors.

52.2. A quorum must be present for the whole Directors' meeting.

53. Using technology to hold Directors' meetings

53.1. The Directors may hold their meetings by using any technology (such as video or teleconferencing) that is agreed to by all of the Directors.

53.2. The Directors' agreement may be a standing (ongoing) one.

53.3. A Director may only withdraw their consent within a reasonable period before the meeting.

54. Passing Directors' resolutions

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

55. Circular resolutions of Directors

55.1. The Directors may pass a circular resolution without a Directors' meeting being held.

55.2. A circular resolution is passed if all the Directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 55.3 or clause 55.4.

55.3. Each Director may sign:

- (a) A single document setting out the resolution and containing a statement that they agree to the resolution, or
- (b) Separate copies of that document, as long as the wording of the resolution is the same in each copy.

55.4. The Company may send a circular resolution by email to the Directors and the Directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.

55.5. A circular resolution is passed when the last Director signs or otherwise agrees to the resolution in the manner set out in clause 55.3 or clause 55.4.

Secretary

56. Appointment and role of Secretary

56.1. The Company must have at least one Secretary, who may also be a Director.

56.2. A Secretary must be appointed by the Directors (after giving the Company their consent to act as Secretary of the Company) and may be removed by the Directors.

56.3. The Directors must decide the terms and conditions under which the Secretary is appointed, including any remuneration.

56.4. The role of the Secretary includes:

- (a) Maintaining a Register of the Company's members, and
- (b) Maintaining the minutes and other records of general meetings (including notices of meetings), Directors' meetings and circular resolutions.

Treasurer

57. Appointment and role of Treasurer

57.1. The Company must have at least one treasurer, who may also be a Director.

57.2. A treasurer must be appointed by the Directors (after giving the Company their consent to act as treasurer of the Company) and may be removed by the Directors.

57.3. The Directors must decide the terms and conditions under which the treasurer is appointed, including any remuneration.

57.4. It is the duty of the treasurer of the Company to ensure:

- (a) That all money due to the Company is collected and received and that all payments authorised by the Company are made
- (b) That correct books and accounts are kept showing the financial affairs of the Company, including full details of all receipts and expenditure connected with the activities of the Company.

Public Officer

58. Appointment and role of the Public Officer

58.1. The Board may appoint one or more Public Officers and may at any time terminate the appointment or appointments.

58.2. The Board may determine the terms and conditions of appointment of a Public Officer, including remuneration. Any one of the Public Officers may carry out any act or deed required by this Constitution, the Corporations Act or by any other statute to be carried out by the Public Officer of the Company.

Paid Staff

59. Appointment and role of Paid Staff

59.1. The Board may delegate any of its powers to Paid Staff of the Company for any period and on any terms (including the power to further delegate) as the Board resolves. The Board may revoke or vary any power delegated to Paid Staff of the Company.

59.2. Paid Staff of the Company must exercise the powers delegated to them in accordance with any directions by the Board and in accordance with this Constitution.

59.3. A person ceases to be Paid Staff if the person ceases to be an employee of the Company.

59.4. Unless otherwise agreed to by the Board, in accordance with clause 59.1, the Paid Staff supervisor will receive clarification and direction directly from the Chairperson on all matters relevant to the performance of the Company on achievement of its objects stated in clause 6. Any and all other paid Staff will receive clarification and direction from the Paid Staff supervisor.

Volunteers

60. Appointment and role of Volunteers

- 60.1. The Board may delegate any of its powers to Volunteers of the Company for any period and on any terms (including the power to further delegate) as the Board resolves. The Board may revoke or vary any power delegated to Volunteers of the Company.
- 60.2. Volunteers of the Company must exercise the powers delegated to them in accordance with any directions by the Board and in accordance with this Constitution.
- 60.3. Unless otherwise agreed to by the Board, in accordance with clause 60.1 the Volunteer's supervisor will receive clarification and direction directly from the Chairperson on all matters relevant to the performance of the Company on achievement of its objects stated in clause 6. Any and all other Volunteers will receive clarification and direction from the Volunteer's supervisor.

Minutes and records

61. Minutes and records

- 61.1. The Company must, within one month, make and keep the following records:
 - (a) Minutes of proceedings and resolutions of general meetings
 - (b) Minutes of circular resolutions of members
 - (c) A copy of a notice of each general meeting, and
 - (d) A copy of a members' statement distributed to members under clause 31.
- 61.2. The Company must, within one month, make and keep the following records:
 - (a) Minutes of proceedings and resolutions of Directors' meetings (including meetings of any committees), and
 - (b) Minutes of circular resolutions of Directors.
- 61.3. To allow members to inspect the Company's records:
 - (a) The Company must give a member reasonable access to the records set out in clause 61.1, and
 - (b) The Directors may authorise a member to inspect other records of the Company, including records referred to in clause 61.2 and clause 62.1.
- 61.4. The Directors must ensure that minutes of a general meeting or a Directors' meeting are signed within a reasonable time after the meeting by:
 - (a) The Chairperson of the meeting, or
 - (b) The Chairperson of the next meeting.
- 61.5. The Directors must ensure that minutes of the passing of a circular resolution (of members or Directors) are signed by a Director within a reasonable time after the resolution is passed.

62. Financial and related records

- 62.1. The Company must make and keep written financial records that:
 - (a) Correctly record and explain its transactions and financial position and performance, and
 - (b) Enable true and fair financial statements to be prepared and to be audited.
- 62.2. The Company must also keep written records that correctly record its operations.
- 62.3. The Company must retain its records for at least seven years.
- 62.4. The Directors must take reasonable steps to ensure that the Company's records are kept safe.

By-laws

63. By-laws

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

Notice

64. What is notice

- 64.1. Anything written to or from the Company under any clause in this Constitution is written notice and is subject to clauses 65 to 67, unless specified otherwise.

65. Notice to the Company

- 65.1. Written notice or any communication under this Constitution may be given to the Company, the Directors or the Secretary by:
 - (a) Delivering it to the Company's registered office
 - (b) Posting it to the Company's registered office or to another address chosen by the Company for notice to be provided
 - (c) Sending it to an email address or other electronic address notified by the Company to the members as the Company's email address or other electronic address, or
 - (d) Sending it to the fax number notified by the Company to the members as the Company's fax number.

66. Notice to members

- 66.1. Written notice or any communication under this Constitution may be given to a member:
 - (a) In person
 - (b) By posting it to, or leaving it at the address of the member in the Register of members or an alternative address (if any) nominated by the member for service of notices
 - (c) Sending it to the email or other electronic address nominated by the member as an alternative address for service of notices (if any)
 - (d) Sending it to the fax number nominated by the member as an alternative address for service of notices (if any), or
 - (e) If agreed to by the member, by notifying the member at an email or other electronic address nominated by the member, that the notice is available at a specified place or address (including an electronic address).
- 66.2. If the Company does not have an address for the member, the company is not required to give notice in person.

67. When notice is taken to be given

- 67.1. A notice:
 - (a) Delivered to a person's nominated contact address is taken to be given on the day it is delivered
 - (b) Given under clause 66.1(e) is taken to be given on the business day after the notification that the notice is available is sent.

Financial year

68. Company's financial year

- 68.1. The Company's financial year is from 1 July to 30 June, unless the Directors pass a resolution to change the financial year.

Indemnity, insurance and access

69. Indemnity

- 69.1. The Company indemnifies each officer of the Company out of the assets of the company, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the Company.
- 69.2. In this clause, 'officer' means a Director, or office bearer, or staff member and includes such persons after they have ceased to hold that office.
- 69.3. In this clause, 'to the relevant extent' means:
- (a) To the extent that the Company is not precluded by law (including the Corporations Act) from doing so, and
 - (b) For the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).
- 69.4. The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the Company.

70. Insurance

- 70.1. To the extent permitted by law (including the Corporations Act), and if the Directors consider it appropriate, the Company may pay or agree to pay a premium for a contract insuring a person who is or has been an officer of the Company against any liability incurred by the person as an officer of the Company.

71. Directors' access to documents

- 71.1. A Director has a right of reasonable access to the financial records of the Company at all reasonable times subject to clause 71.2 and clause 71.3.
- 71.2. Directors must maintain confidentiality and observe Privacy legislation in relation to the access and use of financial records, or other Company documents.
- 71.3. Information that is accessed must only be used in a manner relevant to the interests or rights of members, or for the intended purpose of the Company.
- 71.4. If the Board agree, the Company must give a Director or former Director reasonable access to:
- (a) Certain documents, including documents provided for or available to the Directors, and
 - (b) Any other documents referred to in those documents.

Winding up

72. Surplus assets not to be distributed to members

72.1 In the event of the Company being dissolved, all assets that remain after such dissolution and the satisfaction of all debts and liabilities shall be transferred to another organisation with similar purposes, which is charitable at law and which has rules prohibiting the distribution of its assets and income to its members.

73. Distribution of surplus assets

73.1 If the Company is wound up or its endorsement as a deductible gift recipient (DGR) is revoked (whichever occurs first), any surplus of the following assets shall be transferred to another organisation with similar objects, which is charitable at law, to which income tax deductible gifts can be made, including:

- (a) Gifts of money or property for the principal purpose of the organisation

(b) Contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation, and/or

(c) Money received by the organisation because of such gifts and contributions.

Definitions and interpretation

74. Definitions

74.1. In this Constitution, unless the content or subject matter otherwise requires:

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth)

Board means Directors acting as the Board of the Company acting in accordance with these Rules.

Commissioner of Taxation means the Commissioner of Taxation as defined in the Income Tax Act.

Company means BFF 4 Change Ltd (ABN 52648608342) and is the Company whose members have adopted this Constitution.

Constitution means those rules for the operation of the Company set forth in this Constitution agreement and as amended, modified or supplemented from time to time.

Corporations Act means the *Corporations Act 2001* (Cth).

DGR means a deductible gift recipient within the meaning of section 30-227 of ITAA 97.

Director means a person occupying the position of a Board member of the Company.

Chairperson means a person elected by the Directors to be the company's Chairperson under clause 40.

General meeting means a meeting of members and includes the annual general meeting, under clause 21.1.

Gift Fund means a fund that is maintained in accordance with section 30-130 of ITAA 97.

Income Tax Act means, as the context requires, the Income Tax Assessment Act 1936 (Cth). The ITAA 97 and the Taxation Administration Act 1953 (Cth) as amended.

Initial member means a person who is named in the application for registration of the company, with their consent, as a proposed member of the company.

ITAA 97 means the Income Tax Assessment Act 1997 (Cth).

Law includes the relevant provisions of the Corporations Act 2001 (Cth).

Member present means, in connection with a general meeting, a member present in person or by representative at the venue or venues for the meeting.

Notice Address means, in respect of each member or Director the last contact address for that person as recorded in the records of the Company.

Office or Registered Office means the registered office for the time being of the Company.

Register means the Register of members of the Company required to be kept by section 169 of the Law.

Registered charity means a charity that is registered under the *ACNC Act*.

Related body corporate of a body corporate means a body corporate which is related to that body corporate within the meaning of the Law.

Rules means the provisions of this Constitution as amended, modified or supplemented.

Special resolution means a resolution:

- i. Of which notice has been given under clause 22.5(c), and
- ii. That has been passed by at least 75% of the votes cast by members present and entitled to vote on the resolution, or
- iii. Assigned to that expression by section 9 of the Law.

Surplus assets means any assets of the Company that remain after paying all debts and other liabilities of the company, including the costs of winding up.

75. Reading this Constitution with the Corporations Act

- 75.1. The replaceable rules set out in the Corporations Act do not apply to the Company.
- 75.2. While the Company is a registered charity, the ACNC Act and the Corporations Act override any clauses in this Constitution which are inconsistent with those Acts.
- 75.3. If the Company is not a registered charity (even if it remains a charity), the Corporations Act overrides any clause in this Constitution which is inconsistent with that Act.
- 75.4. A word or expression that is defined in the Corporations Act or used in that Act and covering the same subject, has the same meaning as in this Constitution.

76. Interpretation

- 76.1. In this Constitution, unless the context or subject matter otherwise requires:
 - (a) The words 'including', 'for example', or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression.
 - (b) Reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations).
 - (c) Headings and the Table of Contents are inserted for convenience only and do not affect the interpretation of this agreement.
 - (d) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
 - (e) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Constitution (however, a schedule or attachment does not form part of this Constitution).
 - (f) Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
 - (g) A word which indicates the singular indicates the plural, a word which indicates the plural indicates the singular, and a reference to any gender indicates the other genders.
 - (h) An expression importing a natural person includes any association, trust, partnership, joint venture, body corporate, public authority, corporation, government authority or other legal entity, and where necessary, includes successor bodies.
 - (i) A reference to 'dollars' or '\$' means Australian dollars.
 - (j) References to the word 'include' or 'including', or to the word 'exclude' or 'excluding', are to be interpreted without limitation.
 - (k) A reference to a time of day means that time of day in the place where the Office is located.
 - (l) References to months means calendar months.
 - (m) A reference to a business day means a day other than a Saturday, Sunday or a public holiday on which banks are open for business generally in the place where the Office is located.
 - (n) Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.

- (o) A term of this Constitution which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.
- (p) References to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English.
- (q) References to signature and signing includes due execution of a document by a corporation or other relevant entity.