



Constitution of Froniditha Care

A company limited by guarantee

Australian Company Number (ACN 138 152 682)

Australian Business Number (ABN 71 424 124 816)

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Preliminary

1. Nature of the Company

1.1 Name of the company

The name of the company is Fronditha Care (the **Company**).

1.2 Type of company

The Company is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a charity.

1.3 Limited liability of Members

The liability of Members is limited to the amount of the guarantee in clause 1.4.

1.4 The Guarantee

Each Member must contribute an amount not more than \$50 (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; or
- (b) costs of winding up.

2. Definitions and interpretation

2.1 Definitions

In this Constitution:

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

Annual Subscription Fee means the fee payable by Members to be determined by the Board on an annual basis.

Board means the Board of Directors of the Company constituted in accordance with this Constitution.

Benefactor has the meaning given to it in clause 4.

By-laws means a corporate policy or regulation determined by the Directors to assist in the implementation of the Constitution that Directors and Members must comply with.

Company means Fronditha Care.

Constitution means this Constitution and any supplementary, substituted or amended Constitution in force from time to time.

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

Current Directors mean the Directors of the Company at the date that this Constitution came into operation, as specified in the table provided at Schedule 1.

Director means any person formally and lawfully appointed as a Director of the Company.

General Meeting means a meeting of Members and includes the annual General Meeting, under clause 10.3(a).

Guarantee means that amount that each Member must contribute as specified in clause 1.4.

Life Member or Life Governor means any person or corporation who is a Life Member or Life Governor at the date that this Constitution came into operation, with the eligibility criteria to become a Life Member or Life Governor to be determined as corporate policy by the Board from time to time in accordance with clause 18.

Member means a person approved as a Member of the Company by the Directors, and who has paid the Annual Subscription Fee for one or more years (up to five years) and includes a Life Member and a Life Governor.

Member Present means, in connection with a General Meeting, a Member present in person, by representative or by proxy at the venue or venues for the meeting.

Office Bearer means a Director of the Board who holds one of the following positions;

- (a) President;
- (b) Vice President;
- (c) Treasurer; and
- (d) Secretary.

Patron means a person that:

- (a) has provided distinguished service to the Company; and/or
- (b) is of high office who can represent and promote the best interests of the Company.

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

Secretary means the secretary of the Company as described at clause 16 and is also an Officer Bearer.

Special Resolution means a resolution:

- (a) of which notice has been given under clause 10.4(e)(iii); and
- (b) that has been passed by at least 75% of the votes cast by Members Present and entitled to vote on the resolution.

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.

2.2 Reading this Constitution with the Corporations Act

- (a) The replaceable rules set out in the Corporations Act do not apply to the Company.
- (b) 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.
- (c) 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.

- (d) 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.

2.3 Interpretation

In this Constitution:

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

3. Charitable purposes and powers

3.1 Object

- (a) The principal object of the Company is to operate a non-denominational organization that is committed to directly relieving sickness, destitution, suffering and misfortune of the aged, within the Greek community.
- (b) In pursuit of the Company's principal object, the Company offers the following services to provide care and support for aged people within the Greek community:
 - (i) domiciliary services such as home care, nursing, meals on wheels, home maintenance and visiting services;
 - (ii) day care centres and services;
 - (iii) services to those in needy circumstances;
 - (iv) recreational, social and cultural services;
 - (v) interpreting, translating and communication services;
 - (vi) educational, information and consulting services;
 - (vii) welfare and social work services;
 - (viii) advisory services;
 - (ix) affordable housing;
 - (x) residential and community services;
 - (xi) disability support and services;
 - (xii) research into the problems of old age;
 - (xiii) assistance to persons conducting research into the problems of old age;
 - (xiv) publicise the problems of old age;
 - (xv) advocacy and lobbying for action relating to issues of old age;
 - (xvi) provide non-financial advice and assistance to persons planning for their old age; and
 - (xvii) co-operate and work with other organisations with similar objectives in the research, planning and implementation of the above services and objectives.

- (c) In providing the above services, the Company always endeavours to:
 - (i) plan, design and implement its services with particular consideration given to clients socio-economic, ethnic, cultural, linguistic and religious backgrounds;
 - (ii) deliver its services to those clients most in need, with particular consideration given to clients financial status, health, degree of dependency and resources (including the availability of other care-givers); and
 - (iii) provide services to other needy groups where appropriate and in keeping with the general aims and objectives of the Company.

3.2 Powers

Subject to clause 3.3, the Company has the following powers, which may only be used to carry out its purpose(s) as set out in clause 3.1:

- (a) the powers of an individual; and
- (b) all the powers of a company limited by guarantee under the Corporations Act.

3.3 Not-for-profit

- (a) The Company must not distribute any income or assets directly or indirectly to its Members, except as provided in clauses 3.3(b) and 23.
- (b) Clause 3.3(a) does not stop the Company from doing the following things, provided they are done in good faith:
 - (i) paying a Member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the Company; or
 - (ii) making a payment to a Member in carrying out the Company's charitable purpose(s).

3.4 Amending the Constitution

- (a) Subject to clause 3.4(b), the Members may amend this Constitution by passing a Special Resolution.
- (b) The Members must not pass a Special Resolution that amends this Constitution if passing it causes the Company to no longer be a charity.

4. Benefactor

4.1 Board appointed

- (a) The Board may determine from time to time to appoint a person or company as a Benefactor of the Company.
- (b) A person may be appointed as a Benefactor if they have:
 - (i) conferred any significant benefit on the Company other than by contributing financially thereto; or
 - (ii) at any time on their own behalf made a one off donation to the Company of \$5,000 or more (or such other amount as the Board determines from time to time).

- (c) A company may be appointed as a Benefactor if it has:
 - (i) conferred any significant benefit on the Company other than by contributing financially thereto; or
 - (ii) at any time on its own behalf made a one off donation to the Company of \$10,000 or more (or such other amount as the Board determines from time to time).

5. Patron

5.1 Board appointed

- (a) The Board may determine from time to time to appoint a person as a Patron.
- (b) In determining whether to appoint a person as a Patron, the Board may consider, but is not limited to, the following:
 - (i) tenure of service to the Company;
 - (ii) significant contributions to the Company, whether financial or otherwise;
 - (iii) leadership provided towards the promotion of the Company and its services; and
 - (iv) any other type of service the Board considers appropriate.

5.2 Patron duties

Any duties of the Patron shall be determined as corporate policy by the Board from time to time in accordance with clause 18.

6. Members

6.1 Membership and register of Members

- (a) The Members of the Company are:
 - (i) Members that are recorded as Members in the register of Members at the date that this Constitution came into operation; and
 - (ii) any other person that the Directors allow to be a Member, in accordance with this Constitution.
- (b) The Company must establish and maintain a register of Members. The register of Members must be kept by the Secretary and must contain:
 - (i) for each Member:
 - (A) name;
 - (B) address;
 - (C) any alternative address nominated by the Member for the service of notices; and
 - (D) the date the Member was entered on to the register.
 - (ii) for each person who stopped being a Member in the last seven years:
 - (A) name;

- (B) address;
 - (C) any alternative address nominated by the Member for the service of notices; and
 - (D) the dates the membership started and ended.
- (c) The Company must give Members access to the register of Members.
- (d) Information that is accessed from the register of Members must only be used in a manner relevant to the interests or rights of Members.

6.2 Who can be a Member

- (a) A person will be eligible to be a Member under clause 6.4 if they:
 - (i) are 18 years of age or older;
 - (ii) are members of the Greek community;
 - (iii) support the purposes of the Company; and
 - (iv) have the support of two Members.
- (b) In this clause, 'person' means an individual or incorporated body.

6.3 Who cannot be a Member

- (a) An employee of the Company is excluded from being a Member.
- (b) A former employee of the Company is excluded from being a Member for a period of 5 years from the date that person ceased being an employee of the Company.

6.4 How to apply to become a Member

- (a) A person (as defined in clause 6.2(b)) may apply to become a Member of the Company by writing to the Secretary stating that they:
 - (i) want to become a Member;
 - (ii) support the purposes of the Company;
 - (iii) agree to pay the entrance fee and Annual Subscription Fee; and
 - (iv) agree to comply with the Company's Constitution, including paying the Guarantee under clause 1.4 if required.
- (b) A person's application must also include letters of support from two Members.

6.5 Directors decide whether to approve membership

- (a) The Directors must consider an application for membership within a reasonable time after the Secretary receives the application.
- (b) If the Directors consider it necessary, prior to making a decision about an application, the Directors can request that the applicant provides the Board with a national criminal history check, as well as an overseas criminal check if the applicant has resided overseas in the 10 years prior to applying to become a Member.

- (c) If the Directors approve an application, the Secretary must as soon as possible, write to the applicant to tell them that their application was approved, and requesting payment of the entrance fee and Annual Subscription Fee within 28 days of receipt of notification.
- (d) 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.

6.6 When a person becomes a Member

An applicant will become a Member and recorded on the register of Members once the applicant has paid the entrance fee and Annual Subscription Fee.

6.7 When a person stops being a Member

- (a) A person immediately stops being a Member if they:
 - (i) die;
 - (ii) are wound up or otherwise dissolved or deregistered (for an incorporated Member);
 - (iii) resign, by writing to the Secretary;
 - (iv) are suspended or expelled under clause 8.5; or
 - (v) 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.
- (b) For avoidance of doubt, a right, privilege or obligation of a Member is not capable of being transferred or transmitted to another person.

6.8 Annual Subscription Fee

- (a) All Members are required to pay the Annual Subscription Fee by no later than 30 June (**Due Date**).
- (b) If a Member fails to pay the Annual Subscription Fee within 28 days of the Due Date that Member's membership will be suspended and shall only be reinstated if the Member's Annual Subscription Fee is paid within six months of the Due Date.
- (c) If a Member fails to pay the Annual Subscription Fee within six months of the Due Date, that Member's membership will be cancelled, and that Member will be required to complete a new application in accordance clause 6.4 to re-join as a Member.
- (d) A concessional Annual Subscription Fee will be available for financially disadvantaged people.
- (e) A Member must pay their Annual Subscription Fee by the Due Date to be eligible to vote at the annual General Meeting or other General Meetings.

7. Dispute resolution

7.1 Dispute resolution

- (a) The dispute resolution procedure in this clause applies to disputes (disagreements) under this Constitution between a Member or Director and:
 - (i) one or more Members;

- (ii) one or more Directors; or
 - (iii) the Company.
- (b) Upon becoming aware of the dispute, those involved must try to resolve it between themselves within 14 days.
- (c) If those involved in the dispute do not resolve it under clause 7.1(b), they must within 10 days:
- (i) tell the Directors about the dispute in writing;
 - (ii) agree or request that a mediator be appointed; and
 - (iii) attempt in good faith to settle the dispute by mediation.

7.2 Mediation

- (a) The mediator must:
- (i) be chosen by agreement of those involved; or
 - (ii) where those involved do not agree:
 - (A) for disputes between Members, a person chosen by the Directors; or
 - (B) 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 institute or society in the state or territory in which the Company has its registered office.
- (b) A mediator chosen by the Directors under clause 7.2(a)(ii)(A);
- (i) may be a Member or former Member of the Company;
 - (ii) must not have a personal interest in the dispute; and
 - (iii) must not be biased towards or against anyone involved in the dispute.

7.3 Conduct of Mediation

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.

8. Disciplining Members

8.1 Discipline

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 has engaged in serious misconduct; or
- (c) the Member's behaviour is causing, has caused, or is likely to cause harm to the Company.

8.2 Member notification

At least 14 days before the Directors' meeting at which a resolution under clause 8.1 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; and
- (d) that the Member may provide an explanation to the Directors, and details of how to do so.

8.3 Suspension of voting rights

If the Directors consider it appropriate or necessary, the Directors can suspend the voting rights of the Member until the Directors' meeting at which a resolution under clause 8.1 will be considered.

8.4 Member reply

Before the Directors pass any resolution under clause 8.1, 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 Directors' meeting.

8.5 Directors action

- (a) After considering any reply under clause 8.3, the Directors may:
 - (i) take no further action;
 - (ii) warn the Member;
 - (iii) suspend the Member's rights as a Member for a period of no more than 12 months;
 - (iv) expel the Member;
 - (v) 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
 - (vi) require the matter to be determined at a General Meeting.
- (b) Despite any decision made under clause 8.5(a) the Directors cannot fine the Member.
- (c) The Secretary must give written notice to the Member of the decision under clause 8.5(a) as soon as possible.
- (d) Disciplinary procedures must be completed as soon as reasonably practical.
- (e) 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.

9. Disciplining Directors

9.1 Discipline

In accordance with this clause, the Directors may resolve to call a General Meeting to remove a Director from the Board, if the Directors consider that:

- (a) the Director has breached this Constitution;
- (b) the Director has engaged in serious misconduct;
- (c) the Director has knowingly misled the Board or a General Meeting;
- (d) the Director's actions or behaviour is likely to bring the Company's reputation into disrepute; or
- (e) the Director's behaviour is causing, has caused, or is likely to cause harm to the Company.

9.2 Director notification

At least 14 days before the Directors' meeting at which a resolution under clause 9.1 will be considered, the Secretary must notify the Director in writing:

- (a) that the Directors are considering a resolution to call a General Meeting to remove the Director from the Board;
- (b) that this resolution will be considered at a Directors' meeting and the date of that meeting;
- (c) what the Director is said to have done or not done;
- (d) subject to clause 9.3, that the Director is required to step down from the Board until the Directors' meeting at which a resolution under clause 9.1 will be considered; and
- (e) that the Director may provide an explanation to the Directors, and details of how to do so.

9.3 Director to step down

If the Directors consider it appropriate or necessary, the Directors can require that the Director steps down from the Board until the Directors' meeting at which a resolution under clause 9.1 will be considered.

9.4 Director reply

Before the Directors pass any resolution under clause 9.1, the Director 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 Directors' meeting.

9.5 Directors action

- (a) After considering any reply under clause 9.4, the Directors may:
 - (i) take no further action;
 - (ii) warn the Director; or

- (iii) resolve to call a General Meeting to remove the Director, in which case the Director will be required to remain absent from the Board until a decision is made at that General Meeting.
- (b) The Secretary must give written notice to the Director of the decision under clause 9.5 as soon as possible.
- (c) There will be no liability for any loss or injury suffered by the Director as a result of any decision made in good faith under this clause.

10. General Meetings of Members

10.1 General Meetings called by Directors

- (a) Any three Directors may whenever they think appropriate, call a General Meeting.
- (b) If Members with at least 5% of the votes that may be cast at a General Meeting make a written request to the Company for a General Meeting to be held, the Directors must:
 - (i) within 21 days of the Members' request, give all Members notice of a General Meeting; and
 - (ii) hold the General Meeting within two months of the Members' request.
- (c) The percentage of votes that Members have in clause 10.1(b) is to be calculated as at midnight before the Members request the meeting.
- (d) The Members who make the request for a General Meeting must:
 - (i) state in the request any resolution to be proposed at the meeting;
 - (ii) sign the request; and
 - (iii) give the request to the Company.
- (e) 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.

10.2 General Meetings called by Members

- (a) If the Directors do not call the meeting within 21 days of being requested under clause 10.1(b), 50% or more of the Members who made the request may call and arrange to hold a General Meeting.
- (b) To call and hold a meeting under clause 10.2(a) the Members must:
 - (i) as far as possible, follow the procedures for General Meetings set out in this Constitution;
 - (ii) call the meeting using the list of Members on the Company's register of Members, which the Company must provide to the Members making the request at no cost; and
 - (iii) hold the General Meeting within three months after the request was given to the Company.
- (c) The Company must pay the Members who request the General Meeting any reasonable expenses they incur because the Directors did not call and hold the meeting.

10.3 Annual General Meeting

- (a) A General Meeting, called the annual General Meeting, must be held at least once in every calendar year.
- (b) Even if these items are not set out in the notice of meeting, the business of an annual General Meeting may include:
 - (i) a review of the Company's activities;
 - (ii) a review of the Company's finances;
 - (iii) any auditor's report (if any);
 - (iv) the election of Directors; and
 - (v) the appointment and payment of auditors (if any).
- (c) 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.
- (d) 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.

10.4 Notice of General Meetings

- (a) Notice of a General Meeting must be given to:
 - (i) each Member entitled to vote at the meeting; and
 - (ii) the auditor (if any).
- (b) Notice of a General Meeting must be provided in writing at least 21 days before the meeting.
- (c) Subject to clause 10.4(d), notice of a meeting may be provided less than 21 days before the meeting if:
 - (i) for an annual General Meeting, all the Members entitled to attend and vote at the annual General Meeting agree beforehand; or
 - (ii) for any other General Meeting, Members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- (d) Notice of a meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
 - (i) remove a Director;
 - (ii) appoint a Director in order to replace a Director who was removed; or
 - (iii) remove an auditor (if any).
- (e) Notice of a General Meeting must include:
 - (i) 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);

- (ii) the general nature of the meeting's business;
- (iii) if applicable, that a Special Resolution is to be proposed and the words of the proposed resolution;
- (iv) a statement that Members have the right to appoint proxies and that, if a Member appoints a proxy:
 - (A) the proxy does not need to be a Member of the Company;
 - (B) the proxy form must be delivered to the Company at its registered address or the address (including an electronic address) specified in the notice of the meeting; and
 - (C) the proxy form must be delivered to the Company at least 48 hours before the meeting.
- (f) If a General Meeting is adjourned (put off) for one month or more, the Members must be given new notice of the resumed meeting.

10.5 Quorum at General Meetings

- (a) For a General Meeting to be held, at least 10% of Members (a quorum) must be present (in person, by proxy or by representative) for the whole meeting.
- (b) When determining whether a quorum is present, a person may only be counted once (even if that person is a representative or proxy of more than one Member).
- (c) No business may be conducted at a General Meeting if a quorum is not present.
- (d) 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:
 - (i) if the date is not specified – the same day in the next week;
 - (ii) if the time is not specified – the same time; and
 - (iii) if the place is not specified – the same place.
- (e) If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

10.6 Auditor's right to attend meetings

- (a) 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.
- (b) 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.

10.7 Representatives of Members

- (a) An incorporated Member may appoint as a representative:

- (i) one individual to represent the Member at meetings and to sign circular resolutions under clause 11.3; and
 - (ii) the same individual or another individual for the purpose of being appointed or elected as a Director.
- (b) The appointment of a representative by a Member must:
- (i) be in writing;
 - (ii) include the name of the representative;
 - (iii) be signed on behalf of the Member; and
 - (iv) be given to the Company or, for representation at a meeting, be given to the Chairperson before the meeting starts.
- (c) A representative has all the rights of a Member relevant to the purposes of the appointment as a representative.
- (d) The appointment may be standing (ongoing).

10.8 Using technology to hold meetings

- (a) 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.
- (b) Anyone using this technology is taken to be present in person at the meeting.

10.9 Chairperson for General Meetings

- (a) The President is entitled to chair General Meetings.
- (b) The Vice President will be the chairperson for General Meetings if:
 - (i) there is no President; or
 - (ii) the President is not present within 30 minutes after the starting time set for the General Meeting; or
 - (iii) the President is present but says they do not wish to act as chairperson of the General Meeting.
- (c) If the Vice President is not present or is present but is unwilling to act as chairperson for all or part of the General Meeting, the Members Present and entitled to vote may choose a Director or Member to be the chairperson for that General Meeting.

10.10 Role of the chairperson

- (a) 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)).
- (b) The chairperson does not have a casting vote.

10.11 Adjournment of meetings

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

11. Members' resolutions and statements

11.1 Members with at least 5%

- (a) Members with at least 5% of the votes that may be cast on a resolution may give:
 - (i) written notice to the Company of a resolution they propose to move at a General Meeting (Members' resolution); and/or
 - (ii) 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).
- (b) A notice of a Members' resolution must set out the wording of the proposed resolution and be signed by the Members proposing the resolution.
- (c) A request to distribute a Members' statement must set out the statement to be distributed and be signed by the Members making the request.
- (d) 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.
- (e) The percentage of votes that Members have (as described in this clause) is to be worked out as at midnight before the request or notice is given to the Company.
- (f) If the Company has been given notice of a Members' resolution under clause 11.1(a), the resolution must be considered at the next General Meeting held more than two months after the notice is given.
- (g) This clause does not limit any other right that a Member has to propose a resolution at a General Meeting.

11.2 Company notice of proposed resolution or distribute statement

- (a) If the Company has been given a notice or request under clause 11.1:
 - (i) 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
 - (ii) 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.
- (b) The Company does not need to send the notice of proposed Members' resolution or a copy of the Members' statement to Members if:

- (i) it is more than 1,000 words long;
- (ii) the Directors consider it may be defamatory;
- (iii) clause 11.2(a)(ii) 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
- (iv) 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.

11.3 Circular resolutions of Members

- (a) Subject to clause 11.3(c), the Directors may put a resolution to the Members to pass a resolution without a General Meeting being held (a circular resolution).
- (b) The Directors must notify the auditor (if any) as soon as possible that a circular resolution has or will be put to Members, and set out the wording of the resolution.
- (c) Circular resolutions cannot be used:
 - (i) for a resolution to remove an auditor, appoint a Director or remove a Director;
 - (ii) for passing a Special Resolution, unless otherwise agreed by all Members; or
 - (iii) where the Corporations Act or this Constitution requires a meeting to be held.
- (d) A circular resolution is passed if all the Members entitled to vote on the resolution sign or agree to the circular resolution, in the manner set out in clause 11.3(e) or clause 11.3(f).
- (e) Members may sign:
 - (i) a single document setting out the circular resolution and containing a statement that they agree to the resolution; or
 - (ii) separate copies of that document, as long as the wording is the same in each copy.
- (f) 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.

12. Voting at General Meetings

12.1 How many votes a Member has

Each Member has one vote.

12.2 Challenge to Member's right to vote

- (a) A Member or the chairperson may only challenge a person's right to vote at a General Meeting at that meeting.
- (b) If a challenge is made under clause 12.2(a), the chairperson must decide whether or not the person may vote. The chairperson's decision is final.

12.3 How voting is carried out

- (a) Voting must be conducted and decided by:
 - (i) a show of hands; or
 - (ii) a vote in writing; or
 - (iii) another method chosen by the chairperson that is fair and reasonable in the circumstances.
- (b) 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.
- (c) On a show of hands, the chairperson's decision is conclusive evidence of the result of the vote.
- (d) 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.

12.4 When and how a vote in writing must be held

- (a) A vote in writing may be demanded on any resolution instead of or after a vote by a show of hands by:
 - (i) at least two thirds of the Members Present;
 - (ii) Members Present with at least 5% 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
 - (iii) the chairperson.
- (b) A vote in writing must be taken when and how the chairperson directs, unless clause 12.4(c) applies.
- (c) A vote in writing must be held immediately if it is demanded under clause 12.4(a);
 - (i) for the election of a chairperson under clause 10.9(c); or
 - (ii) to decide whether to adjourn the meeting.
- (d) A demand for a vote in writing may be withdrawn.

12.5 Appointment of proxy

- (a) A Member may appoint a proxy to attend and vote at a General Meeting on their behalf.
- (b) A proxy can be a Member or a non-Member.
- (c) A proxy is limited to the General Meeting that a Member cannot attend.
- (d) A proxy appointed to attend and vote for a Member has the same rights as the Member to:
 - (i) speak at the meeting;
 - (ii) vote in a vote in writing (but only to the extent allowed by the appointment); and
 - (iii) join in to demand a vote in writing under clause 12.4(a).

- (e) An appointment of proxy (proxy form) must be signed by the Member appointing the proxy and must contain:
 - (i) the Member's name and address;
 - (ii) the Company's name;
 - (iii) the proxy's name or the name of the office held by the proxy;
 - (iv) the matters of substance to be determined at the General Meeting and any specific directives given by the Member on the way the proxy must vote on a particular resolution (if required); and
 - (v) the General Meeting at which the proxy appointment may be used.
- (f) Proxy forms must be received by the Company at the address stated in the notice under clause 10.4(e)(iv) or at the Company's registered address at least 48 hours before a meeting.
- (g) A proxy does not have the authority to speak and vote for a Member at a meeting while the Member is at the meeting.
- (h) Unless the Company receives written notice before the start or resumption of a General Meeting at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the appointing Member:
 - (i) dies;
 - (ii) is mentally incapacitated;
 - (iii) revokes the proxy's appointment; or
 - (iv) revokes the authority of a representative or agent who appointed the proxy.

12.6 Voting by proxy

- (a) A proxy is not entitled to vote on a show of hands (but this does not prevent a Member appointed as a proxy from voting as a Member on a show of hands).
- (b) When a vote in writing is held, a proxy:
 - (i) does not need to vote, unless the proxy appointment specifies the way they must vote;
 - (ii) if the way they must vote is specified on the proxy form, must vote that way; and
 - (iii) if the proxy is also a Member or holds more than one proxy, may cast the votes held in different ways.

12.7 Non-Solicitation

A Member will be subject to disciplinary proceedings under clause 8 if that Member is found to be, either directly or indirectly, unreasonably soliciting Members' proxy appointments.

13. Directors

13.1 Number of Directors

The Company must have at least five and no more than nine Directors.

13.2 Election and appointment of Directors

- (a) Apart from the Directors appointed under clause 13.3(b), the Members may elect a Director by a resolution passed in a General Meeting.
- (b) Each of the Directors must be appointed by a separate resolution, unless:
 - (i) the Members Present have first passed a resolution that the appointments may be voted on together; and
 - (ii) no votes were cast against that resolution.

13.3 Eligibility to become a Director

- (a) Prior to a person being eligible for election as a Director of the Company they must:
 - (i) be a Member of the Company, or a representative of a Member of the Company (appointed under clause 10.7);
 - (ii) be nominated by way of letter of endorsement by two Members or representatives of Members entitled to vote (unless the person was previously elected as a Director at a General Meeting and has been a Director since that meeting);
 - (iii) provide the Board with relevant information (as determined by the Board from time to time in accordance with clause 18) to satisfy the Board that the person has the suitable qualifications, skills and experience to perform the duties of a director;
 - (iv) provide the Company with a national criminal history check, which includes overseas criminal checks if the person has resided overseas in the past 10 years prior to being eligible;
 - (v) provide the Company with bankruptcy checks from the Australian Financial Security Authority or its equivalent from time to time;
 - (vi) give the Company their signed consent to act as a Director of the Company; and
 - (vii) not be ineligible to be a Director under the Corporations Act or the ACNC Act.
- (b) The Directors may appoint a person as a Director to fill a casual vacancy or as an additional Director if that person satisfies the same requirements as set out in clause 13.3(a) (other than 13.3(a)(ii)).
- (c) If the number of Directors is reduced to fewer than the number required for a quorum at a meeting of Directors (five Directors), the continuing Directors may act for the purpose of increasing the number of Directors to the number required for a quorum at a meeting of Directors or calling a General Meeting to increase the number of Directors, but for no other purpose.

13.4 Election of chairperson

Upon being elected as the President under clause 20, the President is also elected as the chairperson.

13.5 Term of office

- (a) A Director's term is three years.
- (b) A Director must retire at the end of its three year term in accordance with clause 13.5(f).
- (c) Other than a Director appointed under clause 13.3(b), a Director's term of office starts at the end of the annual General Meeting at which they are elected by Members and ends at the end of the annual General Meeting at which they retire.
- (d) Any time spent as a Director appointed under clause 13.3(b) will not count toward that Director's term.
- (e) A Director who has held office for three consecutive terms (nine years) must retire in accordance with clause 13.5(f) and is excluded from nominating to be a Director for a period of three years from the date of the annual General Meeting at which the Director retired.
- (f) At each annual General Meeting:
 - (i) any Director appointed by the Directors to fill a casual vacancy or as an additional Director in accordance with clause 13.3(b) must retire; and
 - (ii) at least one third of the remaining Directors must retire.
- (g) The Directors who must retire at each annual General Meeting under clause 13.5(f)(ii) will be the Directors who have been longest in office since last being elected. Where Directors were elected on the same day, the Director(s) to retire will be decided by lot unless they agree otherwise.
- (h) A Director who retires under clause 13.5(f) may nominate for election or re-election as a Director, subject to clause 13.5(e).

13.6 Directors' term is transitional

If at any time, this Constitution is supplemented, substituted or amended, the time a Director has held office under this Constitution is not extinguished, and transitions across to any supplemented, substituted or amended Constitution.

13.7 When a Director stops being a Director

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) are subject to clauses 9.3 or 9.5(a)(iii);
- (e) stop being a Member of the Company;
- (f) are a representative of a Member, and that Member stops being a Member;
- (g) are a representative of a Member, and the Member notifies the Company that the representative is no longer a representative;

- (h) are absent for three consecutive Directors' meetings without approval from the Directors; or
- (i) become ineligible to be a Director of the Company under the Corporations Act or the ACNC Act.

13.8 Powers of Directors

- (a) The Directors are responsible for managing and directing the activities of the Company to achieve the purpose(s) set out in clause 3.1.
- (b) 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.
- (c) The Directors must decide on the responsible financial management of the Company including:
 - (i) any suitable written delegations of power under clause 13.9; and
 - (ii) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
- (d) The Directors cannot remove a Director or auditor.
- (e) Directors and auditors may only be removed by a Members' resolution at a General Meeting.

13.9 Delegation of Directors' powers

- (a) 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.
- (b) The delegation must be recorded in the Company's minute book.

13.10 Payments to Directors

- (a) The Company must not pay fees to a Director for acting as a Director.
- (b) The Company may:
 - (i) 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 subject to clause 14.2; or
 - (ii) reimburse a Director for expenses properly incurred by the Director in connection with the affairs of the Company.
- (c) Any payment made under clause 13.10(b) must be approved by the Directors.
- (d) The Company may pay premiums for insurance indemnifying Directors, as allowed for by law (including the Corporations Act) and this Constitution.

13.11 Execution of documents

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

- (a) two Directors of the Company; or

- (b) one Director and the Secretary.

14. Duties of Directors

14.1 Duties of Directors

- (a) 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:
 - (i) 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;
 - (ii) 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 3.1;
 - (iii) not to misuse their position as a Director;
 - (iv) not to misuse information they gain in their role as a Director;
 - (v) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 14.2;
 - (vi) to ensure that the financial affairs of the Company are managed responsibly; and
 - (vii) not to allow the Company to operate while it is insolvent.

14.2 Conflicts of interest

- (a) 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):
 - (i) to the other Directors; or
 - (ii) 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.
- (b) The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.
- (c) Each Director who has a material personal interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution) must not, except as provided under clauses 14.2(d):
 - (i) be present at the meeting while the matter is being discussed; or
 - (ii) vote on the matter.
- (d) A Director may still be present and vote if:
 - (i) their interest arises because they are a Member of the Company, and the other Members have the same interest;
 - (ii) 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 22.2);

- (iii) their interest relates to a payment by the Company under clause 22.1 (indemnity), or any contract relating to an indemnity that is allowed under the Corporations Act;
- (iv) the Australian Securities and Investments Commission (**ASIC**) makes an order allowing the Director to vote on the matter; or
- (v) the Directors who do not have a material personal interest in the matter pass a resolution that:
 - (A) 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
 - (B) says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

15. Directors' meetings

15.1 When the Directors meet

The Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they see fit, but must meet at least (11) times per annum.

15.2 Calling Directors' meetings

- (a) An Office Bearer may call a Directors' meeting by giving reasonable notice to all of the other Directors.
- (b) Two Directors may call a Directors' meeting by giving reasonable notice to all of the other Directors.
- (c) Notice of a Directors' meeting may be given in writing or by any other means of communication that has previously been agreed to by all of the Directors.

15.3 Chairperson for Directors' meetings

- (a) The President is entitled to chair Directors' meetings.
- (b) The Vice President will be the chairperson for a Directors' meetings if:
 - (i) there is no President;
 - (ii) the President is not present within 30 minutes after the starting time set for the meeting; or
 - (iii) the President is present but does not want to act as chairperson of the meeting.
- (c) If the Vice President is not present or is present but is unwilling to act as chairperson for all or part of a Director's meeting, the Directors at the Directors' meeting may choose a Director to be the chairperson for that meeting.

15.4 Quorum at Directors' meetings

- (a) Unless the Directors determine otherwise, the quorum for a Directors' meeting is five Directors.
- (b) A quorum must be present for the whole Directors' meeting.

- (c) If there is no quorum for any of the 11 scheduled Directors' meetings, the meeting shall stand adjourned to the same place and at the same hour of the same day in the following week, or as otherwise agreed.

15.5 Using technology to hold Directors' meetings

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

15.6 Passing Directors' resolutions

- (a) A Directors' resolution must be passed by a majority of the votes cast by Directors present and entitled to vote on the resolution.
- (b) For the avoidance of doubt, in the case of an equality of votes, the chairperson shall have a casting vote.

15.7 Circular resolutions of Directors

- (a) The Directors may pass a circular resolution without a Directors' meeting being held.
- (b) 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 15.7(c) or clause 15.7(d).
- (c) Each Director may sign:
 - (i) a single document setting out the resolution and containing a statement that they agree to the resolution; or
 - (ii) separate copies of that document, as long as the wording of the resolution is the same in each copy.
- (d) 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.
- (e) A circular resolution is passed when the last Director signs or otherwise agrees to the resolution in the manner set out in clause 15.7(c) or clause 15.7(d).

16. Secretary

16.1 Appointment and role of Secretary

- (a) The Company must have a Secretary.
- (b) In addition to any duties specified under clause 20.1(b), the role of the Secretary includes:
 - (i) maintaining a register of the Company's Members; and
 - (ii) maintaining the minutes and other records of General Meetings (including notices of meetings), Directors' meetings and circular resolutions.

17. Minutes and records

17.1 Minutes and records

- (a) The Company must, within one month, make and keep the following records:
 - (i) minutes of proceedings and resolutions of General Meetings;
 - (ii) minutes of circular resolutions of Members;
 - (iii) a copy of a notice of each General Meeting; and
 - (iv) a copy of a Members' statement distributed to Members under clause 11.2.
- (b) The Company must, within one month, make and keep the following records:
 - (i) minutes of proceedings and resolutions of Directors' meetings (including meetings of any committees); and
 - (ii) minutes of circular resolutions of Directors.
- (c) To allow Members to inspect the Company's records:
 - (i) the Company must give a Member access to the records set out in clause 17.1; and
 - (ii) the Directors may authorise a Member to inspect other records of the Company, including records referred to in clause 17.1(b) and clause 17.2(a).
- (d) The Directors must ensure that minutes of a General Meeting or a Directors' meeting are signed within a reasonable time after the meeting by:
 - (i) the chairperson of the meeting; or
 - (ii) the chairperson of the next meeting.
- (e) 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.

17.2 Financial and related records

- (a) The Company must make and keep written financial records that:
 - (i) correctly record and explain its transactions and financial position and performance; and
 - (ii) enable true and fair financial statements to be prepared and to be audited.
- (b) The Company must also keep written records that correctly record its operations.
- (c) The Company must retain its records for at least seven years.
- (d) The Directors must take reasonable steps to ensure that the Company's records are kept safe.

18. By-laws

18.1 By-laws

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

19. Notice

19.1 What is notice

Anything written to or from the Company under any clause in this Constitution is written notice and is subject to clauses 19.1 to 19.3, unless specified otherwise.

19.2 Notice to the Company

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

- (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.

19.3 Notice to Members

- (a) Written notice or any communication under this Constitution may be given to a Member:
 - (i) in person;
 - (ii) 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;
 - (iii) sending it to the email or other electronic address nominated by the Member as an alternative address for service of notices (if any);
 - (iv) sending it to the fax number nominated by the Member as an alternative address for service of notices (if any); or
 - (v) 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).
- (b) If the Company does not have an address for the Member, the Company is not required to give notice in person.

19.4 When notice is taken to be given

A notice:

- (a) delivered in person, or left at a the recipient's address, is taken to be given on the day it is delivered;
- (b) sent by post, is taken to be given on the third day after it is posted with the correct payment of postage costs;
- (c) sent by email, fax or other electronic method, is taken to be given on the business day after it is sent; and
- (d) given under clause 19.3(a)(v) is taken to be given on the business day after the notification that the notice is available is sent.

20. Office Bearer

20.1 Election and duties

- (a) All Office Bearers will be elected by the Board by a simple majority on an annual basis.
- (b) The duties of the Office Bearers shall be determined as corporate policy by the Board from time to time in accordance with clause 18 and each Office Bearer must adhere to the relevant corporate policy or policies.

21. Financial year

21.1 Company's financial year

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

22. Indemnity, insurance and access

22.1 Indemnity

- (a) 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.
- (b) In this clause, 'officer' means a Director or Secretary and includes a Director or Secretary after they have ceased to hold that office.
- (c) In this clause, 'to the relevant extent' means:
 - (i) to the extent that the Company is not precluded by law (including the Corporations Act) from doing so; and
 - (ii) 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).
- (d) The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the Company.

22.2 Insurance

To the extent permitted by law (including the Corporations Act), and if the Directors consider it appropriate, the Company may pay or agree to pay a premium for a contract insuring a person

who is or has been an officer of the Company against any liability incurred by the person as an officer of the Company.

22.3 Directors' access to documents

- (a) A Director has a right of access to the financial records of the Company at all reasonable times.
- (b) If the Directors agree, the Company must give a Director or former Director access to:
 - (i) certain documents, including documents provided for or available to the Directors; and
 - (ii) any other documents referred to in those documents, which are necessary to understand those documents.

23. Winding up

23.1 Surplus assets not to be distributed to Members

If the Company is wound up, any surplus assets must not be distributed to a Member or a former Member of the Company, unless that Member or former Member is a charity described in clause 23.2(a).

23.2 Distribution of surplus assets

- (a) Subject to the Corporations Act and any other applicable Act, and any court order, any surplus assets that remain after the Company is wound up must be distributed to one or more charities:
 - (i) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 3.1; and
 - (ii) which also prohibit the distribution of any surplus assets to its Members to at least the same extent as the Company.
- (b) The decision as to the charity or charities to be given the surplus assets must be made by a Special Resolution of Members at or before the time of winding up. If the Members do not make this decision, the Company may apply to the Supreme Court to make this decision.

Schedule 1 – Table of Current Directors

Name	Appointment Date	Tenure end date if Director serves 3 consecutive terms (9 years) in accordance with clause 13.5(e)	Retirement date if Director serves 3 consecutive terms (9 years) in accordance with clause 13.5(f)
Faye Spiteri	02.12.2009	02.12.2018	2019 annual General Meeting
Paul Mavroudis	27.10.2010	27.10.2019	2019 annual General Meeting
Jill Taylor	01.05.2013	01.05.2022	2022 annual General Meeting
Tim Dionyssopoulos	01.06.2016	01.06.2025	2025 annual General Meeting
Soula Cargakis	14.11.2016	14.11.2025	2025 annual General Meeting
Eugenia Pedagogos	01.11.2017	01.11.2026	2026 annual General Meeting
Aspasia Georgiou	26.11.2018	26.11.2027	2027 annual General Meeting
Panagiota Kalodimos	26.11.2018	26.11.2027	2027 annual General Meeting