

Constitution

CBM Australia

ACN - 005 326 849

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PREAMBLE

CBM Australia (formerly Christian Blind Mission International (Australia)) was incorporated in May 1977. The Company is motivated by a desire to bear witness to God's love for the world by following the teaching, example and life of Jesus Christ.

1. NAME

The name of the Company is CBM Australia.

2. PURPOSE

2.1 Principal Purpose and powers

- (a) The Company is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a Charity.
- (b) The Principal Purpose for which the Company is established is to provide benevolent relief to people in need living in poverty, including by promoting and developing culturally and technically appropriate programs for persons who are blind and for those with disabilities, or who are at risk of blindness or other disabilities, regardless of race, religion, ethnicity, indigeneity, disability, age, displacement, caste, gender, gender identity, sexuality, sexual orientation, class and socio-economic status.
- (c) The Company:
 - (i) may do all things incidental or conducive to furthering the Principal Purpose; and
 - (ii) has the capacity and powers of a company under the Act subject to the provisions of this Constitution. These must be used to further the Principal Purpose.

2.2 Application of income and property

- (a) The income and property of the Company must be applied solely towards the Principal Purpose.
- (b) No portion of the profits, income or property of the Company may be paid or transferred directly or indirectly to Members in their capacity as Members.
- (c) Clause 2.2(b) 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 Principal Purpose.
- (d) The Company may only pay fees to a Director for acting as a Director if the Members pass a special resolution to do so.

- (e) 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, or
 - (ii) reimburse a Director for expenses properly incurred by the Director in connection with the affairs of the Company.
- (f) The Company may pay premiums for insurance indemnifying Directors, as allowed for by law (including the Act) and this Constitution.

2.3 Distribution of assets on revocation of endorsement or winding up

- (a) If the Company is a Deductible Gift Recipient any DGR gifts must be deposited in a separate bank account or otherwise identified so that they can be distinguished from other assets of the Company.
- (b) If the Company is a Deductible Gift Recipient and is wound up, or its endorsement as a Deductible Gift Recipient is revoked by the Commissioner of Taxation, any DGR gifts remaining after satisfying the Company's liabilities and expenses must be transferred to a Charity or Charities endorsed as a Deductible Gift Recipient.
- (c) Upon the winding up of the Company, any assets remaining after complying with clause 2.3(a):
 - (i) must not be paid or distributed to the Members in their capacity as Members, and
 - (ii) will be given or transferred to a Charity or Charities which:
 - (iii) has a similar purpose to the Principal Purpose, and
 - (iv) prohibits the distribution of income, profit or assets to its Members in their capacity as Members.
- (d) The Members must decide on or before the time of winding up or revocation by resolution which Charity or Charities will receive a distribution under clause 2.3(a) or 2.3(b). If the Members fail to decide, the matter must be determined by application to the Supreme Court in the State of Victoria.

3. MEMBERSHIP

3.1 General

- (a) The minimum number of Members is one.
- (b) The rights of any Member are not transferable.

3.2 Eligibility

To be eligible for Membership a person must:

- (a) be committed to the Principal Purpose of the Company; and

- (b) affirm the Statement of Christian Identity, as amended from time to time, and set out in Schedule 2.

3.3 Application

- (a) An application for Membership must be made in writing in the form and manner (if any) approved by the Board.
- (b) An applicant must agree in writing to contribute the Guaranteed Amount 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:
 - (i) debts and liabilities of the Company incurred before the Member stopped being a Member, or
 - (ii) costs of winding up.

3.4 Admission

- (a) The Board must consider and resolve whether to accept or reject each application for Membership within a reasonable time.
- (b) The Board may accept or reject any application for Membership in its sole discretion, using such criteria as the Board alone may determine. The Board is not bound to give reasons for the acceptance or rejection of any application.
- (c) If the Board accepts an application, the Secretary must:
 - (i) enter the applicant's details into the Register as soon as practicable; and
 - (ii) send written notice of the acceptance to the Member.
- (d) A person is admitted as a Member of the Company when the person's application has been accepted by the Board and the person's name is entered into the Register.
- (e) If the Board rejects an application, the Secretary must send written notice of the rejection to the applicant as soon as practicable.

3.5 Register

- (a) The Secretary must maintain the Register.
- (b) The Register must contain:
 - (iii) the name, address and date of admission to Membership – for each Member; and
 - (iv) the name, date of admission to Membership and date on which a person stopped being a Member – for each former Member.
- (c) The Secretary may keep the entries regarding former Members separately from the rest of the Register.

- (d) The address of a Member in the Register may serve as the address of the Member for the purpose of service of any notices to the Member.
- (e) The Company must give current Members access to the Register.
- (f) Information that is accessed from the Register must only be used in a manner relevant to the interests or rights of Members.

3.6 Expulsion and suspension of Members

- (a) The Board may suspend or expel a Member from the Company if it decides it is not in the interests of the Company for the person to continue or remain as a Member. The Board has absolute discretion.
- (b) The Board may not pass a resolution to suspend or expel a Member outside of a Board meeting.
- (c) If the Board intends to consider a resolution to suspend or expel a Member, it must give the Member written notice:
 - (i) stating the date, place and time of the meeting where the resolution will be considered;
 - (ii) setting out the intended resolution and the grounds on which it is based; and
 - (iii) informing the Member that they may attend the meeting and may give an oral or written explanation or submission before the resolution is put to the vote.

The notice must be given at least one week before the meeting at which the resolution is to be considered.

- (a) After considering any oral or written explanation or submission under clause A(iii), the Board may resolve at a Board meeting to:
 - (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 Board consider appropriate (however, the person can only make a decision that the Board could have made under this clause); or
 - (vi) require the matter to be determined at a general meeting.
- (b) Any Member expelled from the Company may at any time apply to the Board to be readmitted as a Member.

- (c) No person may become a Director following expulsion or during suspension as a Member unless such a person is subsequently readmitted as a Member.

3.7 Cessation of Membership

- (a) A person ceases to be a Member on:
 - (i) death;
 - (ii) resignation;
 - (iii) termination of the person's Membership in accordance with this Constitution;
 - (iv) the Board deeming, in their sole discretion, the Member to be an untraceable Member because the person has not responded to correspondence sent to the contact details entered in the Register for that Member; or
 - (v) becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally.
- (b) A Member whose Membership is terminated will be liable for all moneys due by that Member to the Company in addition to any sum not exceeding the Guaranteed Amount for which the Member is liable under this Constitution.
- (c) There will be no liability for any loss or injury suffered by a Member as a result of any decision made in good faith under this clause.
- (d) Any person who for any reason ceases to be a Member must not represent themselves in any manner as being a Member.

3.8 Joining Fee and Annual Membership Fee

There is no Joining Fee or Annual Membership Fee payable by Members.

4. MEETINGS AND RESOLUTIONS OF MEMBERS

4.1 Meetings of Members

A meeting of the Members is a general meeting.

4.2 Annual General Meeting

- (a) The Board must call and arrange to hold an Annual General Meeting.
- (b) The business of an Annual General Meeting may include any of the following, even if not referred to in the notice of meeting:
 - (i) the consideration of the annual financial statements, Directors' declaration, Board's report and any auditor's report;
 - (ii) the appointment of Directors; and

- (iii) the appointment of any auditor.

4.3 Convening general meetings

- (a) A general meeting may be called by a resolution of the Board.
- (b) If Members with at least 30% 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 Board must:
 - (i) within 21 days of the Members' request, give all Members notice of a general meeting; and
 - (ii) hold the general meeting within 2 months of the Members' request.
- (c) If the Board does not call the meeting within 21 days of being requested under clause 4.3(b), 50% or more of the Members who made the request may call and arrange to hold a general meeting.
- (d) To call and hold a meeting under clause 4.3(c) 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 Register, 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.
- (e) The Company must pay the Members who request the general meeting any reasonable expenses they incur because the Board did not call and hold the meeting.

4.4 Changes to general meeting arrangements

- (a) The Board may change the venue for, postpone or cancel a general meeting, subject to this clause.
- (b) If a general meeting was convened under clause 4.3(b), then it may not be postponed or cancelled without the prior written consent of the Members who called or requisitioned the meeting.
- (c) If the venue of a general meeting is changed, or if the general meeting is cancelled or postponed under this clause:
 - (i) notice of the change, cancellation or postponement must be given to all persons entitled to receive notices of a general meeting under this Constitution;
 - (ii) a notice of postponement must specify the date, time and place to which the general meeting has been postponed;
 - (iii) clause 4.7 does not apply to a notice of postponement or change of venue; and

- (iv) in the case of a general meeting called under clause 4.3(c) the general meeting must still be held within three months after the request was given to the Company under clause 4.2(b).
- (d) The only business that may be transacted at a general meeting which is postponed is the business specified in the notice convening the meeting.

4.5 Entitlement to receive notice

Notice of a general meeting:

- (a) must be given to every Member and every Director; and
- (b) may be given to any auditor appointed for the Company and in office at the time.

4.6 Notice of general meetings

A notice of general meeting must:

- (a) be in writing;
- (b) specify the place, the day and the time of the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
- (c) state the general nature of the business to be transacted at the meeting;
- (d) if a Special Resolution is to be proposed at the meeting – set out the wording of the resolution and state that it is proposed as a Special Resolution;
- (e) include the information under clause 4.16;
- (f) include any form for the appointment of a proxy which has been approved by the Board for the purpose; and
- (g) specify that notice of a proxy must be given to the Company at least 24 hours before the commencement of the meeting, by delivery to the Company at its registered address or at another address (including an electronic address) specified in the notice of the meeting.

4.7 Timing of notice

- (a) In the case of a general meeting, at least 21 days' notice must be given unless:
 - (i) in the case of an Annual General Meeting, all the Members entitled to attend and vote agree beforehand; and
 - (ii) in the case of any other general meeting, if Members with at least 95% of the votes that may be cast at the meeting agree beforehand.

- (b) A general meeting cannot be called with fewer than 21 days' notice if it is of a kind where a resolution will be moved to remove a Director or auditor, notwithstanding clause 4.7(a).

4.8 Chairperson of general meetings

- (a) The Chair will preside as chairperson at every general meeting.
- (b) If there is no Chair or the Chair is not present within 15 minutes after the time appointed for the holding of the general meeting or the Chair is unwilling to act as chairperson for all or part of the meeting, the following, in order of precedence, may preside unless unable or unwilling to do so:
 - (i) a Deputy Chair (if any);
 - (ii) a Director chosen by a majority of the Directors present;
 - (iii) the only Director present; or
 - (iv) a Member chosen by a majority of the Members present.

4.9 Role of chairperson of general meeting

The chairperson of a general meeting:

- (a) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting; and
- (b) must give the Members as a whole reasonable opportunity to make comments and ask questions.

4.10 Quorum for general meetings

- (a) No business may be transacted at any general meeting, other than the election of a chairperson or adjournment of a meeting, unless a quorum of Members is present at the time when the meeting proceeds to business.
- (b) A quorum of Members for a general meeting is 30% of the total number of Members, and if that number is not a whole number, then the nearest whole number above will be the quorum.
- (c) If a quorum is not present within 15 minutes from the time appointed for a general meeting, then:
 - (i) in the case of a meeting called by, or at the request of Members, the meeting will dissolve;
 - (ii) in any other case:
 - (iii) the meeting stands adjourned to such day, and at such time and place, as the Board determine or, if no determination is made by the Board, to the same day in the next week at the same time and place; and

- (iv) if at the resumption of the meeting a quorum is not present within 15 minutes from the time appointed for the meeting, then the meeting will dissolve.
- (d) A person attending as a proxy is deemed to be a Member present for the purpose of determining a quorum.
- (e) A Member that is suspended is not counted as a Member for the purpose of determining a quorum.

4.11 Adjournment of general meetings

- (a) The chairperson of a general meeting may at any time, and must if so directed by a majority of the Members present and entitled to vote adjourn the meeting or any business, motion, or discussion being considered or remaining to be considered.
- (b) Only unfinished business is to be transacted at a general meeting resumed after an adjournment.
- (c) It is not necessary to give any notice of an adjournment, or of the business to be transacted at any adjourned meeting, unless a meeting is adjourned for one month or more.
- (d) A meeting adjourned under this clause is adjourned to:
 - (i) such day, and at such time and place, as the Directors present decide; and
 - (ii) if no determination is made by the Board, to the same day in the next week at the same time and place.

4.12 Method of Voting

- (a) At a general meeting, voting will occur by show of hands or voices or such other method as the chairperson determines, unless a poll is demanded.
- (b) A poll can be demanded by 75% of the Members (or their proxies) at any time prior to a vote being taken, or immediately after the declaration of a result of a vote conducted by means other than a poll.
- (c) A demand for a poll may be withdrawn.
- (d) If a poll is duly demanded, it will be taken in such a manner as the chairperson directs.
- (e) A poll demanded on the election of the chairperson of the meeting or on a question of adjournment of a meeting must be taken immediately.
- (f) A Member may vote in person or by proxy.

4.13 Voting rights

- (a) On a vote conducted at a general meeting by poll, each Member has one vote.

- (b) On a vote conducted at a general meeting by other means, each person present who is a Member or proxy for a Member, has one vote.
- (c) In the case of a resolution passed without a meeting, in the manner provided under clause 4.18, each Member has one vote.
- (d) A Member that is suspended is not entitled to vote during the period of suspension.

4.14 Decisions of the Members

- (a) Questions arising for determination by the Members will be decided by a majority of votes cast, unless otherwise provided in this Constitution.
- (b) In a case of an equality of votes cast on a motion, the chairperson of the general meeting will have a second or “casting” vote.
- (c) A declaration by the chairperson of the meeting that a resolution has been carried or lost, and an entry to that effect in the minutes is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution – unless a poll is demanded.
- (d) An objection may be raised to the qualification of a voter only at the meeting at which the vote objected to is given or tendered. Any such objection will be referred to the chairperson of the meeting whose decision is final. A vote not disallowed pursuant to such an objection is valid for all purposes.

4.15 Seconding

It is not necessary for a motion to be seconded in order to be put to a vote.

4.16 Proxies

- (a) A Member may appoint a proxy to act on behalf of the Member at one or more general meetings.
- (b) A proxy may exercise any and all of the rights of the Member who appointed it at a general meeting, subject to the following:
 - (i) a proxy is subject to any directions or limitations specified in the proxy appointment; and
 - (ii) a proxy does not have the authority to speak and vote for a Member at a meeting while the Member is at the meeting.
- (c) A proxy does not need to be a Member of the Company.
- (d) The appointment of a proxy must be in writing and signed by the Member making the appointment and in a form as similar as possible to that in Schedule 1.
- (e) A vote given by proxy is valid even if the Member who appointed the proxy revokes the appointment, or ceases to be a Member, provided that the chairperson was not aware of the revocation or cessation of Membership at the time the proxy cast the vote.

4.17 Use of technology in 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.
- (b) A person participating through the use of technology will be deemed to be present at the meeting in person.

4.18 Resolutions without meetings

- (a) This clause does not apply to a Special Resolution, a resolution to remove a Director from office, or a resolution by the Members to appoint or remove an auditor.
- (b) A resolution may be passed without a meeting if:
 - (i) notice has been given of the resolution to all of the Members entitled to vote; and
 - (ii) at least 75% of Members entitled to vote on the resolution approve the resolution in writing.
- (c) For the purpose of this clause:
 - (iii) the notice must include the wording of the resolution and may be distributed by any means, including electronic communication;
 - (iv) approval in writing includes approval given by email and any other means of electronic communication; and
 - (v) a resolution will be deemed to have failed if it has not received the required approval within seven days after the notice is given.
- (d) The resolution is passed at the time when approval is given to the Secretary of the last person necessary for the resolution to pass.

5. DIRECTORS

5.1 Number of Directors

- (a) The minimum number of Directors is three.
- (b) The maximum number of Directors is twelve.

5.2 Composition of the Board

- (a) The Board will comprise the following Directors:
 - (i) a Chair appointed directly by the members; and
 - (ii) up to eleven ordinary Directors.
- (b) The Secretary may attend and speak at Board meetings but is not a Director and may not vote.

5.3 Eligibility

- (a) Any natural person committed to the Principal Purpose is eligible to be appointed or elected as a Chair or other Director provided:
 - (i) the person is a Member;
 - (ii) the person has given written, signed consent to act as a Director;
 - (iii) the person has suitable qualifications, skills and experience to discharge the functions of a Director, as determined by the Board from time to time; and
 - (iv) the person is not ineligible to be a Director under:
 - (A) the Act; or
 - (B) the ACNC Legislation.
- (b) Clause 5.3(iv) will not apply to disqualify a person if an exemption is obtained from the ACNC Commissioner.

5.4 Appointment of Chair and other Directors

- (a) The Members may from time to time by resolution:
 - (i) appoint the Chair; and
 - (ii) appoint the other Directors.
- (b) The Board will have power at any time and from time to time to appoint:
 - (i) a new Chair (whether or not from among the existing Directors); or
 - (ii) other Director;to fill any casual vacancy.

5.5 Term of office

- (a) The term of office of the Chair:
 - (i) is the period specified in the resolution, and if there is no period specified, then a term of up to three years;
 - (ii) commences on the date of appointment; and
 - (iii) expires at the end of the period specified in the resolution or if there is no period specified then at the conclusion of the third Annual General Meeting following the appointment.
- (b) The term of office of the remaining Directors appointed by resolution of the Members:
 - (i) is the period specified in the resolution, and if there is no period specified, then a term of up to three years;

- (ii) commences on the date of appointment; and
 - (iii) expires at the end of the period specified in the resolution or if there is no period specified then at the conclusion of the third Annual General Meeting following the appointment.
- (c) The term of office of a Chair or Director appointed by the Board to fill a casual vacancy pursuant to clause 5.4(b):
- (i) commences on the date of appointment; and
 - (ii) expires at the conclusion of the first Annual General Meeting following the appointment.
- (d) A person may be appointed as:
- (i) a Chair for more than one term of office, subject to a maximum tenure of nine years; and
 - (ii) any other Director for more than one term of office, subject to a maximum tenure of nine years.

5.6 Ceasing to be a Director

- (a) A person stops being a Director, and a casual vacancy is created, if they:
- (i) resign;
 - (ii) die;
 - (iii) cease to be a Member;
 - (iv) are removed by the Members under the Act;
 - (v) are absent without the consent of the Board and without leave of absence, from:
 - (A) three consecutive Board meetings; or
 - (B) at least four Board meetings over 12 months
 - (vi) become subject to a Court order to receive treatment or have their finances managed by another person due to the Director being of unsound mind or having a mental illness; or
 - (vii) becomes ineligible to be a Director under the Act or the ACNC Legislation.
- (b) Clause 5.6(a)(vii) will not create a casual vacancy if an exemption is obtained from the ACNC Commissioner.

5.7 Effect of casual vacancy

- (a) In the event of a casual vacancy in the office of the Chair or any other Director the remaining Directors may act, subject to this clause.

- (b) If the number of Directors in office at any time is not sufficient to constitute a quorum at a Board meeting, or is less than the minimum number of Directors fixed under this Constitution, the remaining Directors must act as soon as possible to:
 - (i) increase the number of Directors to a number sufficient to constitute a quorum and to satisfy the minimum number of Directors required under this Constitution; or
 - (ii) convene a general meeting of the Company for that purpose.
- (c) Until the remaining Directors have acted in accordance with the preceding clause, the Board may only act if and to the extent that there is an emergency requiring them to act.

5.8 Defects in appointment of Directors

Each resolution passed or thing done by, or with the participation of, a person acting as a Director or Member of a committee is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting on the resolution or doing the thing.

5.9 Deputy Chair

- (a) From time to time as required, the Board may appoint a Deputy Chair from among the Board for a term of up to two years.
- (b) The term of office of the Deputy Chair ends at the conclusion of the second annual general meeting following their appointment.
- (c) The Deputy Chair may be appointed for more than one successive term.

5.10 Removal or suspension of Chair and Deputy Chair

- (a) The Board may remove or suspend a person from holding the position of Chair or Deputy Chair by resolution passed at a Board meeting provided:
 - (i) the resolution is passed by not less than two-thirds of the Directors present; and
 - (ii) at least 21 days' notice in writing of the resolution has been given to the Secretary and to the person who is the subject of the resolution
- (b) If the Chair or Deputy Chair is removed or suspended, the individual will continue to serve as an ordinary Director unless and until they cease to be a Director pursuant to clause 5.6.

5.11 Chief Executive Officer

- (a) The Board may appoint a chief executive officer designated by whatever title the Board thinks fit.
- (b) The appointment may be for the period, at the remuneration and on the conditions that the Board thinks fit.
- (c) The Board may remove the chief executive officer at any time, subject to any contract between the Company and the chief executive officer.
- (d) The chief executive officer may attend and speak at all Board meetings and general meetings, but may not vote.

5.12 Secretary

- (a) There must be at least one Secretary.
- (b) The Secretary is to be appointed by the Board on such terms and conditions as the Board thinks fit.
- (c) The Secretary may be, but is not required to be, a Board member.
- (d) A person must not be appointed Secretary unless the person has given the Company a signed consent to act as Secretary.
- (e) The Board may suspend or remove a Secretary.
- (f) An act done by a person acting as a Secretary is not invalidated by reason only of:
 - (i) a defect in the person's appointment as a secretary; or
 - (ii) the person being disqualified to be a secretary,if that circumstance was not known by the person when the act was done.
- (g) The Secretary must identify whether a person is ineligible to be appointed as a Director or responsible person under this Constitution as a result of disqualification by the Act or the ACNC Legislation. The Secretary must:
 - (iii) perform a search of the publicly available registers as soon as practicable after becoming aware that a person has been, or may be, appointed as a Director; and
 - (iv) obtain a declaration from each Director to the effect that they are not disqualified by the Act or the ACNC Legislation, and that they will notify the Secretary as soon as possible in the event that they become disqualified.

6. PROCEEDINGS OF THE BOARD

6.1 Powers of the Board

- (a) The Board is responsible for the management of the business of the Company and may exercise all the powers of the Company (in accordance with the provisions of this Constitution) that are not, by the Act or by this Constitution, required to be exercised by the Members.
- (b) The Board cannot remove a Director or auditor.

6.2 By-laws

- (a) The Board has power to make regulations or by-laws for the general conduct and management of the Company and the business of the Board.
- (b) The Board may revoke and alter such by-laws or regulations as it sees fit.

6.3 Meetings of the Board

The Board may meet together for the dispatch of business and adjourn and otherwise regulate its meetings as it thinks fit.

6.4 Convening Board meetings

A Director may convene or ask the Secretary to convene a Board meeting at any time by giving reasonable notice to all of the other Directors.

6.5 Entitlement to receive notice of Board meetings

- (a) Notice must be given to each Director entitled to vote at the meeting.
- (b) A Director may waive the requirement to receive notice of a Board meeting.

6.6 Content of notice of Board meetings

A notice of a Board meeting:

- (a) must specify the place, the day and the time of the meeting; and
- (b) if the meeting is to be held in two or more places, it must specify the technology that will be used to facilitate this; but
- (c) it does not need to specify the nature of the business to be transacted at the meeting.

6.7 Timing of notice of Board meetings

- (a) Subject to clause 6.7(b), at least 48 hours' written notice must be given of Board meetings to all Directors.
- (b) The Board may unanimously waive the requirement to give 48 hours' notice of Board meetings.

6.8 Chairperson of Board meetings

- (a) The Chair will preside as chairperson at Board meetings.
- (b) If the Chair is not present within 15 minutes after the time appointed for the Board meeting or is unwilling to act as chairperson for all or part of the meeting then:
 - (i) if there is a Deputy Chair, the Deputy Chair will be the chairperson; and
 - (ii) if there is not a Deputy Chair present, willing and able to be the chairperson during all or part of the meeting, the Directors present may elect a Director to be chairperson of the meeting or part of it.

6.9 Quorum for Board meetings

- (a) No business may be transacted at any Board meeting unless a quorum is present.
- (b) A quorum consists of a majority of the total number of Directors.
- (c) A Director on a leave of absence approved by the Board should not be included when calculating the total number of Directors for the purposes of this clause.

6.10 Voting at Board meetings

- (a) A question arising at a Board meeting is to be decided by a majority of votes of Directors present and entitled to vote, unless otherwise provided in this Constitution. Such a decision is for all purposes a decision of the Board.
- (b) Where the votes cast on a motion are equal, the chairperson of the meeting will have a second or "casting" vote.

6.11 Establishment of committees

- (a) The Board may establish one or more committees comprised of such persons as it thinks fit for such purposes as it sees fit. A committee may include, or be comprised of, non-Directors.
- (b) The meetings and proceedings of committees are:
 - (i) subject to any directions of the Board; and
 - (ii) otherwise governed by the provisions of this Constitution which regulate the proceedings of the Board, to the greatest extent practical.

6.12 Delegation of powers

- (a) The Board may delegate any of its powers to one or more Directors, a committee, an employee or any other person, in accordance with the Company's Delegations Policy, as amended from time to time.
- (b) A delegation must be recorded in the Company's minute book.

- (c) The Board may revoke a delegation.
- (d) The Board may specify terms of the delegation (including the power to further delegate).

6.13 Use of technology in Board meetings

- (a) The Board may hold its meetings by using any technology that is agreed to by the Board.
- (b) The Board's agreement may be a standing one.
- (c) A Director may only withdraw his or her consent within a reasonable period before the meeting.
- (d) A Director who is present at a Board meeting through the use of technology is deemed to be present at the meeting.

6.14 Resolutions without meetings

- (a) A resolution of the Board may be passed without a meeting if a majority of the Directors entitled to vote on the resolution sign a notice stating that they are in favour of the resolution.
- (b) The resolution is passed at the time when the last Director necessary to constitute a majority signs.
- (c) For the purpose of this clause:
 - (i) the notice must include the wording of the resolution;
 - (ii) the notice may be distributed by any means, including electronic communication;
 - (iii) separate copies of the notice may be signed; and
 - (iv) a resolution will be deemed to have failed to have been passed if it has not achieved unanimous consent within 48 hours after the notice was given.

7. DIRECTORS' DUTIES AND INTERESTS

7.1 Duties of Directors

Directors must comply with any duties imposed on them by the Act and with the duties described in governance standard 5 of the ACNC Legislation.

7.2 Disclosure of interests

A Director must disclose the nature and extent of any perceived or actual material conflict of interest to the other Directors (or the Members if the other Directors share that conflict).

7.3 Participation in decisions

- (a) A Director who has a material personal interest in a matter that is being considered by the Board must not:

- (i) be present while the matter is being considered at a Board meeting; or
 - (ii) vote on the matter;
- unless permitted by clause 7.3(b).
- (b) A Director may be present or vote if:
- (i) the interest arises because the Director is a Member of the Company, and the interest is held in common with other Members of the Company;
 - (ii) the interest arises in relation to the Director's remuneration as a Director of the Company;
 - (iii) the interest relates to a contract the Company is proposing to enter into that:
 - (iv) is subject to approval by the Members; and
 - (v) will not impose any obligation on the Company if it is not approved by the Members;
 - (vi) the interest arises merely because the Director is a guarantor or has given an indemnity or security for all or part of a loan (or proposed loan) to the Company;
 - (vii) the interest arises merely because the Director has a right of subrogation in relation to a guarantee or indemnity referred to in clause A(vi);
 - (viii) the interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as an officer of the Company (but only if the contract does not make the Company or a Related Body Corporate the insurer);
 - (ix) the interest relates to any payment by the Company or a Related Body Corporate in respect of an indemnity permitted under section 199A of the Act or any contract relating to such an indemnity; or
 - (x) the interest is in a contract, or proposed contract, with, or for the benefit of, or on behalf of, a Related Body Corporate and arises merely because the Director is a director of the Related Body Corporate; or
 - (xi) the Australian Securities and Investments Commission makes an order allowing the Director to vote on the matter; or
 - (xii) 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) states that those Directors are satisfied that the interest should not stop the Director from voting or being present.

7.4 Directors' interests

Provided a Director complies with clauses 7.2 and 7.3, they may:

- (a) hold any other position in the Company, except that of auditor;
- (b) hold any office or place of profit in any other entity promoted by the Company or in which it has an interest of any kind;
- (c) enter into a contract or arrangement with the Company;
- (d) participate in any association, institution, fund, trust or scheme for past or present employees or Directors of the Company or persons dependent on or connected with them;
- (e) act in a professional capacity (or be a Member of a firm which acts in a professional capacity) for the Company, except as auditor;
- (f) sign or participate in the execution of a document by or on behalf of the Company; and
- (g) do any of the above despite the fiduciary relationship of the Director's office:
 - (i) without any liability to account to the Company for any direct or indirect benefit accruing to the Director; and
 - (ii) without affecting the validity of any contract or arrangement

8. ADMINISTRATION

8.1 Minutes

- (a) The Board must cause minutes of:
 - (i) all proceedings and resolutions of general meetings;
 - (ii) all proceedings and resolutions of Board meetings, including meetings of a committee established by the Board;
 - (iii) resolutions passed by Members without a meeting; and
 - (iv) resolutions passed by the Board without a meeting,
 to be saved to the Company's electronic files , within one month of the meeting.
- (b) The Company must ensure that:
 - (i) minutes of a meeting are signed within a reasonable time after the meeting by one of the following:
 - (A) the chairperson of the meeting; or

- (B) the chairperson of the next meeting; and
- (ii) minutes of the passing of a resolution without a meeting are signed by a Director within a reasonable time after the resolution is passed.
- (c) A minute recorded and signed as required by this clause is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.
- (d) The Company's electronic files must be accessible from its registered office or its principal place of business in Australia.

8.2 Accounts and other records of the Company

- (a) The Company must make and keep written financial records that:
 - (i) correctly record and explain its transactions and financial position and performance;
 - (ii) enable true and fair financial statements to be prepared and to be audited; and
 - (iii) are prepared in accordance with ACNC requirements.
- (b) The accounts will be held at the registered office or any other place as the Board thinks fit.
- (c) A Director has a right of access to the financial records at all reasonable times.
- (d) The Company must retain its financial records for at least seven years.
- (e) The Board must take reasonable steps to ensure that the Company's records are kept safe.

8.3 Members' access of Company records

To allow Members to access and inspect the Company's records:

- (a) the Company must give a Member access to the records set out in clauses A(i) and A(iii); and
- (b) the Company may authorise a Member to inspect other records of the Company, including records referred to in clause 8.2.

8.4 Financial year

The financial year will begin on the first day of January and end on the thirty first day of December, unless the Board passes a resolution to change the financial year.

8.5 Audit

- (a) If required by law, the Company must appoint and remunerate an auditor.

- (b) Any auditor 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 their capacity as auditor.
- (c) The Company must give any auditor all communications relating to the general meeting that the Members of the Company are entitled to receive.

8.6 Common seal

The Company does not have a common seal.

8.7 Execution of documents

The Company may execute a document by the signature of:

- (a) two Directors;
- (b) one Director and one Secretary;
- (c) one Director and another person appointed by the Board for that purpose; or
- (d) any person appointed by the Board or the chief executive officer for that purpose, in accordance with any delegations policy approved by the Board from time to time.

8.8 Alteration of Constitution

- (a) The Company may only alter this Constitution by Special Resolution in accordance with the Act.
- (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.

8.9 Notices

- (a) Notices can be served on Members or Directors personally, by post, electronic mail, or such other means as may be generally accepted in business from time to time.
- (b) Notices directed to the last known address (including any virtual or electronic address) of a Member or Director are to be treated as duly served in such time as it would usually take for such notice to be delivered.
- (c) The non-receipt of notice of a general meeting or Board meeting, including notice of postponement or change of venue, does not invalidate anything done or any resolution passed at the meeting if the non-receipt of notice occurred by accident or inadvertent error.
- (d) A person who attends a general meeting or Board meeting waives any objection that person may have to non-receipt of notice of the meeting.
- (e) In calculating a period of notice to be given under this Constitution, both the days on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

8.10 Officers: indemnities and insurance

- (a) The Company indemnifies every person that is or has been an Officer of the Company, or of a wholly-owned subsidiary, against any liability (including without limitation liability for legal costs) incurred as a result of their position as Officer (other than to the Company or a Related Body Corporate) to the full extent permitted by law.
- (b) The Company may pay, or agree to pay, a premium in respect of a contract insuring its Officers, to the extent permitted by law.

8.11 Winding up

Subject to clause 2.3, the Company may be dissolved by a Special Resolution of Members.

8.12 Liability of Members

The liability of a Member is limited to the Guaranteed Amount, being \$20.

8.13 Contribution of a Member on winding up

Every Member undertakes to contribute to the assets of the Company in the event of the Company being wound up while they are a Member, or within one year of ceasing to be a Member such amount as may be required not exceeding the Guaranteed Amount, for the:

- (a) payment of the debts and liabilities of the Company contracted while the Member or past Member was a Member; or
- (b) costs, charges and expenses of winding up.
- (c) interpretation

8.14 Exclusion of replaceable rules

The replaceable rules contained in the Act do not apply to the Company.

8.15 Definitions

In this Constitution:

“**ACNC**” means the Australian Charities and Not-for-profits Commission.

“**ACNC Legislation**” means the Australian Charities and Not-for-profits Commission Act 2012 (Cth) and the Australian Charities and Not-for-profits Commission (Consequential and Transitional) Act 2012 (Cth).

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

“**Annual General Meeting**” means a meeting held once in every calendar year at such time and place as may be determined by the Board, for the purposes of carrying out the business of the Company described in clause 4.2(b) or such of it as is thought necessary by the Board.

“**auditor**” may mean a reviewer, if permitted by the Act or ACNC Legislation.

“**Blind**” means persons having 10% or less of normal vision.

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

“**chairperson**” means the person chairing a meeting.

“**Chair**” means the person appointed to the position of Chair under clause 5.4. The Chair is a Director of the Company.

“**Charity**” has the same meaning as under the *Charities Act 2013* (Cth).

“**Company**” means CBM Australia.

“**Deputy Chair**” means the director appointed to the position of Deputy Chair under clause 5.9.

“**Deductible Gift Recipient**” means an entity to which tax deductible gifts may be made pursuant to Division 30 of the ITAA 97.

“**DGR Gifts**” means:

- (a) gifts of money or property for the Principal Purpose received during any time that the Company is endorsed as a Deductible Gift Recipient;
- (b) contributions described in item 7 or 8 of the table in section 30-15 of the ITAA 97 in relation to a fundraising event (as defined by section 995-1 of the ITAA 97) held for that purpose during any time that the Company is endorsed as a Deductible Gift Recipient; and
- (c) money received by the Company because of such gifts or contributions during any time that the Company is endorsed as a Deductible Gift Recipient.

“**Directors**” means the Directors for the time being of the Company, (including the Chair unless the context otherwise requires) and “**Director**” has the corresponding meaning.

“**Guaranteed Amount**” means the amount set out in clause 8.12.

“**Holding Company**” means a body corporate of which the Company is a subsidiary.

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

“**Member**” means a person whose name is entered in the Register as a Member of the Company in accordance with clause 3.5 and “**Membership**” has the corresponding meaning.

“**Officer**” has the meaning given under the Act.

“**person**” includes a natural person and a corporation within the meaning of s 57A of the Act.

“**poll**” means a method of voting where votes are cast in writing. It includes (but is not limited to) a vote conducted by secret ballot.

“**Principal Purpose**” means the purpose set out in clause 2.1.

“**Register**” means the register of Members of the Company under the Act.

“**Related Body Corporate**” means a body corporate that is a Holding Company, a subsidiary of the Company, or a subsidiary of a Holding Company.

“**Secretary**” means the secretary for the time being of the Company and if there are joint secretaries, any one or more of such joint secretaries.

“**Special Resolution**” means a resolution passed at a general meeting:

- (a) of which notice has been given in accordance with clause 4.6(d); and
- (b) that has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution.

8.16 Interpretation

In this Constitution:

- (a) If an expression in the Constitution has a meaning in the Act, the meaning from the Act will apply to the expression - except where a contrary intention appears in this Constitution.
- (b) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it.

9. TRANSITIONAL PROVISIONS

The following clauses apply notwithstanding anything to the contrary in this Constitution.

9.1 Members

The Members immediately following the adoption of this Constitution will be those Members listed on the Register at the time of adoption.

9.2 Directors

- (a) The Directors immediately following the adoption of this Constitution will be those in office at the time of adoption.
- (b) Directors appointed prior to the adoption of this Constitution may complete their term of office under the previous Constitution. Time served prior to the adoption of this Constitution will be taken into account for the purposes of clause 5.5(d).

SCHEDULE 1

APPOINTMENT OF PROXY – CBM AUSTRALIA

I, _____
(Member)

of _____
(Address)

appoint _____
(Proxy)

as my proxy for the General Meeting of CBM Australia be held on

(Date)

and at any adjournment.

CHOOSE

My proxy can vote on my behalf for all resolutions at the above General Meeting.

OR

My proxy can vote for the resolutions listed below as indicated:

in favour of / against	detail of proposed resolution

Signed _____
(Member)

Date:

SCHEDULE 2**STATEMENT OF CHRISTIAN IDENTITY**

CBM Australia is a Christian international development organisation committed to working alongside people with disabilities in the world's poorest places to transform lives and build inclusive communities where everyone can enjoy their human rights and achieve their full potential.

CBM Australia aspires to follow the teachings and example of Jesus Christ and his command to love God with all our being and to love our neighbour as our self. Jesus modelled and promoted inclusion and sought justice and dignity for those marginalized and excluded by society.

Therefore, CBM Australia seeks to change attitudes, practices and policies that lead to marginalisation, exclusion and poverty and strives for justice for people with disabilities. We join God's mission to restore and to build communities marked by inclusion, justice, respect, equality and peace.

As an expression of Christian faith in action, CBM Australia affirms all people as created equally in God's image and we work with all people irrespective of race, gender, age, status, ability or spiritual beliefs - working with people of all faiths and none and recognising the equal worth of every individual.

This is the spiritual basis for our values and our work.

Approved by the CBM Australia Board, 29 May 2021