



Constitution of Abbeyfield Australia Limited

(As adopted at the Annual General Meeting held 21 November 2009)

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1 Name of Corporation

The name of the company is **Abbeyfield Australia Limited**.

2 Status of the Constitution

2.1 Constitution of Abbeyfield

This is the constitution of Abbeyfield.

2.2 Replaceable Rules

This Constitution displaces the Replaceable Rules, accordingly, none of the Replaceable Rules apply.

3 Interpretation

3.1 Definitions

In this Constitution:

Abbeyfield means Abbeyfield Australia Limited.

Associate Member means an individual who is a member of a Local Association and who takes up membership in accordance with Rule 8.5(c).

Auditor means the person appointed for the time being as the auditor of Abbeyfield.

Board means the Directors present at a meeting, duly convened as a Board meeting, at which a quorum is present.

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in **Melbourne**.

Constitution means the constitution for the time being of Abbeyfield as constituted by this document and any resolutions of Abbeyfield modifying this document.

Corporate Member means a duly incorporated body corporate that takes up membership in accordance with Rule 8.5(a).

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

Director means a person who is a director for the time being of Abbeyfield and **Directors** means more than one Director.

Individual Member means an individual who takes up membership in accordance with Rule 8.5(a).

Life Member means an individual who is nominated for and takes up membership in accordance with Rule 8.5(d).

Local Association means an incorporated association or company which has entered into an affiliation agreement with Abbeyfield for the purpose of carrying out work which is consistent with the objectives of Abbeyfield in a particular geographical area.

Local Association Member means a Local Association that takes up membership in accordance with Rule 8.5(b).

Member means a person who is, or who is registered as, a member of Abbeyfield and **Members** means more than one Member.

Members Guarantee Amount means an amount equal to **\$10.00**.

Membership means being a Member of Abbeyfield.

Register of Members means the register of Members maintained pursuant to the Corporations Act.

Replaceable Rules means the replaceable rules applicable to a company limited by guarantee set out in the Corporations Act.

Seal means the common seal for the time being of Abbeyfield.

Secretary means any person appointed for the time being as, or to perform the functions of, secretary of Abbeyfield.

3.2 Interpretation

In this Constitution:

- (a) the words “including”, “include” and “includes” are to be construed without limitation;
- (b) a reference to legislation is to be construed as a reference to that legislation, any subordinate legislation under it, and that legislation and subordinate legislation as amended, re-enacted or replaced for the time being;
- (c) a reference to a “person” includes a corporate representative appointed pursuant to section 250D of the Corporations Act;
- (d) headings are used for convenience only and are not intended to affect the interpretation of this Constitution; and
- (e) a word or expression defined in the Corporations Act and used, but not defined, in this Constitution has the same meaning given to it in the Corporations Act.

4 Objects and purpose

The objects for which Abbeyfield is established are:

- (a) generally, to assist communities to establish and to maintain affordable, secure and supportive group housing for people in need; and

- (b) more specifically, to provide and manage housing and accommodation of all kinds for the relief, maintenance, care and welfare of:
 - (i) persons who are older, underprivileged, socially disadvantaged, living with a disability, in circumstances of social need or otherwise in necessitous circumstances; and
 - (ii) persons of any age who are underprivileged, socially disadvantaged, living with a disability, in circumstances of social need or otherwise in necessitous circumstances.

5 Powers of Abbeyfield

Abbeyfield has all the legal capacity or powers afforded under section 124 of the Corporations Act.

6 Modification or repeal of this Constitution

6.1 Modifying or repealing Constitution

This Constitution may be modified or repealed only by a special resolution of Abbeyfield in a general meeting.

6.2 Date of effect of modification or repeal

Any modification or repeal of this Constitution takes effect on the date the special resolution is passed or any later date specified, or provided for, in the resolution.

7 Member's liability

7.1 Liability to contribute

Subject to this Constitution, each person who is a Member, and each person who was a Member during the year ending on the day of the commencement of the winding up of Abbeyfield, undertakes to contribute to the property of Abbeyfield for:

- (a) payment of debts and liabilities of Abbeyfield;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) any adjustment of the rights of the contributories among Members.

7.2 Limited liability

The amount that each Member or past Member is liable to contribute is limited to the amount of the Member's Guarantee Amount.

8 Members

8.1 Number of Members

Abbeyfield must have at least one Member.

8.2 Pre-condition to Membership

A person is not entitled to become a Member unless that person agrees in writing to assume the liability to pay the Member's Guarantee Amount.

8.3 Becoming a Member

Subject to the Corporations Act, a person becomes a Member on the registration of that person's name in the Register of Members.

8.4 Categories of Membership

- (a) Subject to satisfying the eligibility for Membership criteria, the Board may admit a person to one of the following categories of Membership:
 - (i) Individual Member;
 - (ii) Corporate Member;
 - (iii) Life Member;
 - (iv) Local Association Member; or
 - (v) Associate Member.
- (b) Each category of Membership shall have the rights and liabilities as set out in this Constitution.

8.5 Eligibility for Membership

A person is not eligible to be:

- (a) an Individual Member or Corporate Member unless:
 - (i) an Application for Membership has been accepted by the Board; and
 - (ii) the then current annual subscription fee has been paid;
- (b) a Local Association Member unless they have:
 - (i) entered into an Affiliation Agreement with Abbeyfield; and
 - (ii) an Application for Membership has been accepted by the Board;
- (c) an Associate Member unless:
 - (i) they have been nominated for Membership by a Local Association Member who continues to be a Member; and
 - (ii) an Application for Membership has been accepted by the Board; and
 - (iii) the then current annual subscription fee has been paid;

or

- (d) a Life Member unless they have provided their consent to nomination as a Life Member, and have then been nominated and appointed by the Board (at its discretion).

8.6 Application for Membership

The Board may prescribe the form and content of the application for each category of Membership.

8.7 Consideration for application for Membership

The Board must consider the application or nomination and either accept or reject the application or nomination. The Board may decline any application or nomination for Membership and need not give reasons why the application or nomination was not accepted.

8.8 Registration as Member

If the Board accepts an application or nomination for Membership, as soon as practicable, the Board must register the name of the person in the Register of Members.

8.9 Members right to attend and vote at meetings

- (a) All Members shall have the right to attend and receive notice of any meeting of Members of Abbeyfield.
- (b) The following categories of Members shall have voting rights:
 - (i) Individual Member;
 - (ii) Corporate Member;
 - (iii) Life Member; and
 - (iv) Local Association Member.

8.10 Conduct of Members

The Board may regulate the conduct of the Members and in doing so may:

- (a) make by-laws and issue codes of conduct for the continuation of sound practice;
- (b) investigate the conduct of any Member; and
- (c) subject to rule 10.3, by majority vote, suspend or otherwise sanction any Member for conduct which breaches this Constitution, which breaches any of the policies, by laws or codes or which the Board in its complete discretion considers is otherwise unacceptable.

8.11 Annual subscription fees

- (a) The Board may determine the amount of annual subscription fees.

- (b) Each Individual Member, Corporate Member and Associate Member must pay the annual subscription fee to Abbeyfield no later than 30 days after receipt of a valid tax invoice from Abbeyfield.

9 Rights of Members are non-transferable

The rights and obligations of a Member are personal and are not transferable.

10 Cessation of Membership

10.1 Cessation of Membership

A person ceases to be a Member:

- (a) if the person resigns as a Member in accordance with this Constitution;
- (b) if the person ceases to satisfy the eligibility requirements for Membership under this Constitution;
- (c) in the case of an Associate Member, if the Local Association Member nominating the Associate Member ceases to be a Member;
- (d) if the person is expelled as a Member in accordance with this Constitution;
- (e) if the person who is required to pay an annual subscription fee fails to pay that fee to Abbeyfield within six (6) months of it becoming due (unless the Board resolves otherwise by majority vote);
- (f) if the Member, being a natural person dies, or being a body corporate is wound up or deregistered;
- (g) if the Member, being a natural person, is subject to assessment or treatment under any mental health law and the Board resolves by majority vote that the person should cease to be a Member;
- (h) if the person becomes a bankrupt (unless the Board resolves otherwise by majority vote).

10.2 Resignation of Member

A Member may resign from Abbeyfield by providing the Secretary a letter of resignation.

10.3 Expulsion of Member

- (a) If by resolution the Board decides that it is not in the best interests of Abbeyfield for a person to remain as a Member, the Board may expel any person from membership of Abbeyfield provided that:
 - (i) the Board has first given the person fourteen (14) days' notice in writing of the proposal to expel and a reasonable opportunity to be heard in relation to the proposal; and

- (ii) the resolution of the Board is passed by a majority of at least three quarters of the Board members present voting by secret ballot.
- (b) Where a Member is expelled in accordance with rule 10.3(a):
 - (i) that Member may appeal the decision of the Board in writing;
 - (ii) the remaining Members will at the following annual general meeting by resolution decide whether or not it is in the best interests of Abbeyfield for that person to remain as a Member;
 - (iii) the resolution is passed by a majority of at least three quarters of the Members present at the annual general meeting; and
 - (iv) the person not act as a Member unless the remaining Members have passed the resolution in accordance with rule 10(b)(ii).

11 Maintenance of Register of Members

11.1 Register of Members

The Secretary must maintain a Register of Members setting out:

- (a) the name and address of each Member;
- (b) the date on which each person became a Member; and
- (c) in respect of each person who has ceased to be a Member, the date on which that person ceased to be a Member.

11.2 Inspection of Register of Members

The Register of Members must be kept at Abbeyfield's registered office. A Member may inspect the Register of Members. No amount may be charged for inspection.

12 General meetings

12.1 Business at annual general meeting

The business of an annual general meeting may include any of the following, even if not referred to in the notice of the meeting:

- (a) the consideration of the annual financial report, Directors' report and Auditor's report;
- (b) the election of the Directors;
- (c) the appointment of the Auditor; and
- (d) determination of the Auditor's remuneration.

12.2 Director convening a general meeting

Any Director may convene a general meeting by issuing a notice under rule 12.4.

12.3 Meetings requested by Members

- (a) If the Board receives a request from five or more Members eligible to vote at any general meeting the Board must within 21 days after the date of receipt of that request, give notice convening a general meeting.
- (b) The request must detail any proposed resolution, the names of the Members requesting the meeting and be signed by all of the Members making the request. For this purpose, signatures of the Members may be contained in more than one document.
- (c) A general meeting requested by the Members must be held no later than two calendar months after the request is received.

12.4 Notice of general meeting

At least 21 days' written notice of a general meeting must be given to the Members, Directors and Auditor. The notice must:

- (a) state the date, time and place (or places) of the meeting;
- (b) state the general nature of the business to be conducted at the meeting;
- (c) state any proposed resolutions; and
- (d) contain a statement informing the Members of the right to appoint a proxy.

12.5 Shorter notice of general meeting

Subject to the Corporations Act, shorter notice of a general meeting may be given if the calling of the notice of the general meeting on shorter notice is agreed to:

- (a) in the case of an annual general meeting, by all Members entitled to attend and vote at the meeting; and
- (b) in the case of any other general meeting, by 95% of the Members entitled to attend and vote at the general meeting,

and accordingly, any such general meeting will be treated as having been duly convened.

12.6 Notice of resumption of an adjourned meeting

If a general meeting is adjourned for 30 days or more, at least 30 days' notice must be given to the Members, Directors and Auditor of the day, time and place (or places) for the resumption of the adjourned general meeting.

12.7 General meetings at two or more places

A general meeting may be held in two or more places. If a general meeting is held in two or more places, Abbeyfield must use technology that gives Members a reasonable opportunity to participate at that general meeting.

12.8 Postponement or cancellation of general meeting

- (a) Subject to this Constitution and the Corporations Act, the Board may change the place (or places) of, postpone or cancel a general meeting.
- (b) If a general meeting is convened pursuant to a request by Members, the Board may not postpone or cancel the general meeting without the consent of the requesting Members.
- (c) If a Director has convened a general meeting, only the Director who convened the general meeting may change the place (or places) of the general meeting, or postpone or cancel the general meeting.

12.9 Notice of change, postponement or cancellation of meeting

- (a) If the place (or places) of a general meeting is changed, notice must be given to each Member and each person entitled to receive notice of the meeting of the new place (or places) of the meeting no later than 2 Business Days before the proposed meeting.
- (b) If a general meeting is postponed, notice must be given to each Member and each other person entitled to receive notice of the new date, time and place (or places) of the meeting.
- (c) If a general meeting is cancelled, notice must be given to each Member and each other person entitled to receive notice of general meetings.

12.10 Omission to give notice relating to general meeting

No resolution passed at or proceedings at any general meeting will be invalid because of any unintentional omission or error in giving or not giving notice of:

- (a) that general meeting;
- (b) any change of place (or places) of that general meeting;
- (c) postponement of that general meeting including, the date, time and place (or places) for the resumption of the adjourned meeting; or
- (d) resumption of that adjourned general meeting.

13 Proceedings at general meetings

13.1 Quorum

- (a) A quorum at a general meeting is 10 or more Members and the quorum must be present at all times during the general meeting.
- (b) In determining whether a quorum is present, individuals attending as Local Association Member delegates, body corporate representatives or proxies will be counted. If a Member has appointed more than one Local Association Member delegate, body corporate representative or proxy, then only one of these individuals will be counted for determining quorum. If an individual is attending as a Member and also as a Local Association Member delegate, body corporate representative or proxy,

then that Member will be counted only once for the purposes of determining quorum.

13.2 Lack of quorum

- (a) If a quorum is not present within 30 minutes after the time appointed for a general meeting or ceases to be present at any time during the general meeting, the general meeting shall be adjourned to be resumed on a day, time and place (or places) as determined by the Members present, which shall be no sooner than the same day in the following week.
- (b) If a quorum is not present within 30 minutes after the time appointed for the resumption of the adjourned general meeting or ceases to be present during the meeting, the general meeting is dissolved.

13.3 Chairing general meetings

- (a) The Chairman of the Board shall preside at every General Meeting.
- (b) If there is no Chairman, or if the Chairman is not present within thirty minutes after the time appointed for holding the meeting, or is unwilling to act, one of the Vice-Chairmen shall preside.
- (c) If neither the First or Second Vice-Chairman is present, or neither of the Vice Chairmen is willing to act, then the Members shall elect one of their number to preside.

13.4 Conduct of general meetings

The Chairman of each general meeting has charge of conduct of that meeting, including the procedures to be adopted and the application of those procedures at that meeting.

13.5 Adjournment

- (a) The Chairman of a general meeting at which a quorum is present may adjourn the general meeting to another date, time and place (or places).
- (b) No business may be transacted on the resumption of an adjourned or postponed general meeting other than the business referred to in the notice convening the adjourned or postponed general meeting.

14 Proxy

14.1 Appointment of proxy

- (a) A Member who is entitled to attend and to vote at a general meeting of Abbeyfield may appoint a person as proxy to attend, speak and vote for that Member. The instrument appointing a proxy may permit the exercise of any power.
- (b) A proxy may be, but does not have to be, a Member.
- (c) An appointment of a proxy may be a standing one.

- (d) A proxy is not entitled to vote if the Member who has appointed the proxy is present in person at the meeting.

14.2 Proxy instruments

- (a) An appointment of a proxy must be in writing and be signed by the Member appointing the proxy or by the duly authorised attorney of the Member.
- (b) Where a proxy is signed pursuant to a power of attorney, a copy of the power of attorney (certified as a true copy of the original) must be attached to the proxy instrument sent to Abbeyfield.
- (c) An instrument appointing a proxy may direct the way in which a proxy is to vote on a particular resolution. If an instrument contains a direction, the proxy must vote as directed in the instrument, and is not entitled to vote on the proposed resolution except as directed in the instrument. If an instrument does not contain a direction, the proxy is entitled to vote on the proposed resolution as the proxy considers appropriate.
- (d) If a proxy is appointed to vote on a particular resolution by more than one member, that proxy:
 - (i) may vote on a show of hands in the same way if each instrument appointing the proxy directs the proxy to vote in the same way or does not direct the proxy how to vote;
 - (ii) may not vote on a show of hands unless each instrument appointing the proxy and directing the proxy to vote in a particular way directs the proxy to vote in the same way.

14.3 Proxy to be received by Abbeyfield

An instrument purporting to appoint a proxy is not effective unless it is received, together with any additional documentation, including a copy of the power of attorney (certified as a true copy of the original), by Abbeyfield at least 48 hours before the general meeting or, as the case may be, the resumption of an adjourned general meeting, at any of the following:

- (a) the registered office;
- (b) a facsimile number at the registered office; or
- (c) a place, facsimile number or electronic address specified for that purpose in the notice of the general meeting.

14.4 Power to demand poll

A proxy may demand, or join in demanding, a poll in accordance with this Constitution.

14.5 Revocation of proxy

Subject to rule 14.6, the appointment of a proxy may be revoked by the Member who appointed the proxy by notice to Abbeyfield from the Member or, as the

case may be, the duly authorised attorney of the Member, stating that the appointment of a proxy is revoked or by appointing a new proxy.

14.6 Validity of votes of proxy

A vote cast by a proxy will be valid unless, not less than 48 hours before the start of a general meeting (or, in the case of an adjourned or postponed general meeting, not less than 48 hours before the resumption of the adjourned or postponed general meeting) at which a proxy votes:

- (a) the Member who appointed the proxy ceases to be a Member; or
- (b) Abbeyfield receives notice of:
 - (i) the revocation of the instrument appointing the proxy;
 - (ii) the appointment of a new proxy; or
 - (iii) the revocation of any power of attorney under which the proxy was appointed.

14.7 No liability

Abbeyfield is not responsible for ensuring that any directions provided in the instrument appointing the proxy or the way in which a proxy is to vote on a particular resolution are complied with, and accordingly is not liable if those directions are not complied with.

15 Local Association Member delegation

15.1 Appointment of delegate

- (a) A Local Association Member who is entitled to attend and to vote at a general meeting of Abbeyfield may appoint an individual as its delegate to attend, speak and vote on behalf of that Local Association Member.
- (b) A delegate appointed in accordance with rule 15.2 may exercise any power that the Local Association Member is permitted to exercise at law and in accordance with this Constitution.
- (c) A delegate may be, but does not have to be, a Member.
- (d) An appointment of a delegate may be a standing one.

15.2 Delegation instruments

- (a) The instrument appointing a delegate must be in writing and be signed by the Local Association Member appointing the delegate or by the duly authorised officer or attorney of the Local Association Member.
- (b) Where a delegation is signed pursuant to a power of attorney, a copy of the power of attorney (certified as a true copy of the original) must be attached to the delegation instrument sent to Abbeyfield.
- (c) An instrument appointing a delegate may direct the way in which a delegate is to vote on a particular resolution. If an instrument contains

such a direction, then the delegate must vote as directed in the instrument, and is not entitled to vote on the proposed resolution except as directed in the instrument. If an instrument does not contain a direction, the delegate is entitled to vote on the proposed resolution as the delegate considers appropriate.

- (d) If a delegate is appointed to vote on a particular resolution by more than one Local Association Member, that delegate:
 - (i) may vote on a show of hands in the same way if each instrument appointing the delegate directs the delegate to vote in the same way or does not direct the delegate how to vote;
 - (ii) may not vote on a show of hands unless each instrument appointing the delegate and directing the delegate to vote in a particular way directs the delegate to vote in the same way.

15.3 Delegation to be received by Abbeyfield

An instrument purporting to appoint a delegate is not effective unless it is received, together with any additional documentation, including a copy of the power of attorney (certified as a true copy of the original), by Abbeyfield at least 48 hours before the general meeting or, as the case may be, the resumption of an adjourned general meeting, at any of the following:

- (a) the registered office;
- (b) a facsimile number at the registered office; or
- (c) a place, facsimile number or electronic address specified for that purpose in the notice of the general meeting.

15.4 Delegate to demand poll

A delegate may demand, or join in demanding, a poll in accordance with this Constitution.

15.5 Revocation of delegation

Subject to rule 15.6, the appointment of a delegate may be revoked by the Local Association Member who appointed the delegate by notice to Abbeyfield from the Local Association Member or, as the case may be, the duly authorised officer or attorney of the Local Association Member, stating that the appointment of a delegate is revoked or by appointing a new delegate.

15.6 Validity of votes of delegate

A vote cast by a delegate will be valid unless, not less than 48 hours before the start of a general meeting (or, in the case of an adjourned or postponed general meeting, not less than 48 hours before the resumption of the adjourned or postponed general meeting) at which a delegate votes:

- (a) the Local Association Member who appointed the delegate ceases to be a Local Association Member; or

- (b) Abbeyfield receives notice of:
 - (i) the revocation of the instrument appointing the delegate;
 - (ii) the appointment of a new delegate; or
 - (iii) the revocation of any power of attorney under which the delegate was appointed.

15.7 No liability

Abbeyfield is not responsible for ensuring that any directions provided in the instrument appointing the delegate or the way in which a delegate is to vote on a particular resolution are complied with, and accordingly is not liable if those directions are not complied with.

16 Voting

16.1 Entitlement to vote

- (a) Each Member entitled to vote at a general meeting may vote in person or by proxy.
- (b) The following Members have one vote whether on a show of hands, or on a poll:
 - (i) Individual Member;
 - (ii) Corporate Member; and
 - (iii) Life Member.
- (c) A Local Association Member has five votes whether on a show of hands, or on a poll.

16.2 Casting vote

If on any ordinary resolution an equal number of votes is cast for and against a resolution, the Chairman will have a casting vote.

16.3 Proxy vote to be identified

Before a vote is taken the Chairman must inform the Members present whether any proxy votes have been received and, if so, how the proxy votes are to be cast.

16.4 Voting on resolution

At any general meeting, a resolution put to a vote must be determined by a show of hands unless a poll is demanded in accordance with this Constitution.

16.5 Objection to right to vote

- (a) A challenge to a right to vote at a general meeting:
 - (i) may only be made at that general meeting; and
 - (ii) must be determined by the Chairman.

- (b) A determination made by the Chairman in relation to a challenge to a right to vote is binding on all Members and is final.

16.6 Written resolutions

Members may pass a resolution without a general meeting being held if all the Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. For this purpose, signatures of the Members may be contained in more than one document.

16.7 Minutes

- (a) Unless a poll is demanded in accordance with this Constitution, a declaration by the Chairman that a resolution has, on a show of hands, been:
 - (i) carried;
 - (ii) carried unanimously;
 - (iii) carried by a particular majority; or
 - (iv) lost or not carried by a particular majority,is conclusive evidence of the fact declared. An entry to that effect made in the minutes book of Abbeyfield signed by the Chairman is evidence of that fact unless the contrary is proved.
- (b) Within one month after each general meeting, the Directors must record or cause to be recorded in the minutes book:
 - (i) the proceedings and resolutions of each general meeting;
 - (ii) any declarations at each general meeting ; and
 - (iii) all resolutions passed by Members without a general meeting.
- (c) The Chairman, or the Chairman of the next meeting, must sign the minutes within one month after the general meeting.
- (d) The minute books must be kept at the registered office.
- (e) Members may inspect the minute books. No amount may be charged for inspection.

16.8 Disputes to be resolved by Chairman

The Chairman will determine any dispute in relation to any vote, and the determination of the Chairman is binding on all Members and is final.

17 Poll

17.1 Chairman may determine to take a poll

The Chairman of a general meeting may determine that a poll be taken on any resolution.

17.2 Right to demand poll

A poll may be demanded on any resolution at a general meeting by at least five Members entitled to vote on the resolution.

17.3 Procedure for demanding poll

- (a) A poll may be demanded:
 - (i) before a vote on a show of hands is taken;
 - (ii) before the result of a vote on a show of hands is declared; or
 - (iii) immediately after the result of a vote on a show of hands is declared.
- (b) If a poll is demanded on the election of a Chairman or on the question of an adjournment, it must be taken immediately. If a poll is demanded on any other matter, it may be taken in the manner and at the time and place (or places) as the Chairman directs.
- (c) A demand for a poll may be withdrawn at any time by the person or persons who demanded it. A demand for a poll which is withdrawn does not invalidate the result of a show of hands declared before the demand for the poll was made.
- (d) A demand for a poll does not prevent the general meeting continuing for the transaction of any business other than the question on which a poll has been duly demanded.

18 Appointment and removal of Directors

18.1 Number of Directors

Abbeyfield must have at least five Directors. At least two Directors must reside ordinarily in Australia.

18.2 Appointment of Directors

- (a) Abbeyfield may by resolution at a general meeting appoint a natural person as a Director.
- (b) The Board may by resolution at a Board meeting appoint a natural person as a Director, as an additional Director or to fill the office of a Director vacated when a Director ceases to be a Director.
- (c) An appointment of a person as a Director is not effective unless a signed consent to the appointment is provided by that person to Abbeyfield. The appointment of a person as a Director will take effect on the later of the date of appointment and the date on which Abbeyfield receives the signed consent.

18.3 Confirmation of appointment

If a person is appointed as a Director by the Board, Abbeyfield must confirm the appointment at the next annual general meeting. If the appointment is not confirmed, the person ceases to be a Director at the conclusion of the annual general meeting.

18.4 Removal of Director

- (a) Abbeyfield may remove a Director by resolution at a general meeting.
- (b) At least two months' notice must be given to Abbeyfield of the intention to move a resolution to remove a Director at a general meeting.
- (c) If notice of intention to move a resolution to remove a Director at a general meeting is received by Abbeyfield, that Director must be given a copy of the notice as soon as practicable.
- (d) The Director must be informed that the Director:
 - (i) may submit a written statement to Abbeyfield for circulation to the Members before the meeting at which the resolution is put to a vote; and
 - (ii) may speak to the motion to remove the Director at the general meeting at which the resolution is to be put to vote.
- (e) At least 21 days' notice must be given to the Members of a general meeting at which the resolution for the removal of a Director is proposed. The notice must set out the proposed resolution and the grounds for the proposed resolution.

18.5 Cessation of Directorship

A person ceases to be a Director and the office of Director is vacated if the person:

- (a) is removed from office as a Director by a resolution of Abbeyfield at a general meeting;
- (b) resigns as a Director in accordance with this Constitution;
- (c) is subject to assessment or treatment under any mental health law and the Board resolves that the person should cease to be a Member;
- (d) dies;
- (e) is disqualified from acting as a Director under the Corporations Act; or
- (f) is absent from two consecutive Board meetings without leave of absence from the Board and the Board does not resolve that the Director should not cease to be a Director.

18.6 Rotation of Directors

- (a) At each annual general meeting, one-third of the Directors are subject to retirement by rotation (or, if the number of Directors is not a multiple of

three then the number nearest to but not exceeding one-third of the Directors must retire from office as Directors).

- (b) The Directors to retire by rotation at each annual general meeting must include any Director who wishes to retire and does not wish to be re-appointed as a Director. Any further Director required to retire must be the Director who has been in office the longest as Director.
- (c) If there are two or more Directors that have been in office for an equal amount of time, and an agreement cannot be reached between those Directors on who will retire, the Chairman will determine the Director or Directors who will retire.
- (d) A retiring Director is eligible for re-appointment.
- (e) Unless a resolution is passed to appoint some other person to fill the office of Director to be vacated by the retiring Director, a retirement by rotation at a general meeting does not become effective until the end of the meeting.

18.7 Resignation of Directors

A Director may resign from the office of Director by giving notice of resignation to Abbeyfield at its registered office.

19 Powers and duties of Board

- (a) Subject to this Constitution and the Corporations Act, the activities of Abbeyfield, including the implementation of the objects of Abbeyfield, are to be managed by, or under the direction of, the Board.
- (b) Subject to this Constitution and the Corporations Act, the Board may exercise all powers of Abbeyfield that are not required to be exercised by Abbeyfield in a general meeting.
- (c) The powers of the Board include the power to:
 - (i) determine the policies of Abbeyfield with respect to its operations to fulfil the objects of Abbeyfield;
 - (ii) appoint sub-committees and advisory committees as it thinks fit, whether wholly comprised of Members of Abbeyfield or not, and prescribe the functions of and delegate powers to such committees and sub-committees;
 - (iii) appoint a patron and one or more vice-patrons of Abbeyfield;
 - (iv) appoint the Chief Executive Officer of Abbeyfield to manage the operations of Abbeyfield;
 - (v) determine the policy for investment and dealing with any monies of Abbeyfield which it does not immediately require in the pursuit of its objects;

- (vi) borrow or otherwise raise money;
 - (vii) mortgage, charge (including in the form of a floating charge) any of Abbeyfield's assets (both present and future); and
 - (viii) issue debentures and other securities, and any instrument (including any bond).
- (d) The Board may delegate any of its powers to:
- (i) a Director;
 - (ii) a committee of Directors;
- or
- (iii) any other person,
- subject to any conditions or limitations that the Board considers to be appropriate.

20 Negotiable instruments

All negotiable instruments and all receipts for money paid to Abbeyfield must be signed, drawn, accepted, endorsed or otherwise executed on behalf of Abbeyfield by two (2) Board Members.

21 Reimbursement for expenses

Directors are entitled to be reimbursed by Abbeyfield for reasonable costs and expenses incurred or to be incurred in connection with their role, including in connection with attendance at meetings of the Board and committees of the Board.

22 Board meetings

22.1 Convening meetings

- (a) In the ordinary course, the Secretary will convene Board meetings in accordance with the determinations of the Board.
- (b) A Director may at any time convene a Board meeting by notice to the other Directors.

22.2 Notice of meetings

- (a) Reasonable notice of each Board meeting (being not less than 5 Business Days notice) must be given to the Directors entitled to receive notice except in the case of emergency (or with the consent of all Directors).
- (b) Each notice must state:
 - (i) the date, time and place (or places) of the Board meeting;

- (ii) the general nature of the business to be conducted at the Board meeting; and
- (iii) any proposed resolutions.

22.3 Omission to give notice

No resolution passed at or proceedings at any Board meeting will be invalid because of any unintentional omission or error in giving or not giving notice of:

- (a) that Board meeting;
- (b) any change of place (or places) of that Board meeting;
- (c) postponement of that Board meeting; or
- (d) resumption of that adjourned Board meeting.

22.4 Use of technology

- (a) A Board meeting may be convened or held using any technology consented to by all Directors. The consent may be a standing one. A Director may withdraw consent to the use of a particular technology within a reasonable time period before a Board meeting.
- (b) If a number of Directors equal to the quorum is able to hear or to see and to hear each other Director contemporaneously using any technology consented to by all Directors, there is a meeting and that meeting is quorate. The rules relating to meetings of Directors apply to each such meeting as determined by the Chairman of the meeting.
- (c) A Director participating at a meeting using technology consented to by all Directors is treated as being present in person at the meeting.
- (d) A meeting using technology consented to by all Directors is to be taken to be held at the place determined by the Chairman of the meeting.
- (e) A Director may not leave a meeting using technology consented to by all Directors unless the Chairman consents to that Director leaving.
- (f) A Director is presumed conclusively to have been present and to have formed part of a quorum at all times during a meeting using technology consented to by all Directors, unless the Chairman consents to that Director leaving in which case that Director will be treated as having been present until that Director leaves.

22.5 Quorum at meetings

A quorum at a Board meeting is at least fifty-one per cent (51%) of the Directors present in person. The quorum must be present at all times during the Board meeting.

22.6 Chairman of meetings

- (a) The Chairman of Abbeyfield shall preside as Chairman at every Board Meeting;

- (b) If there is no Chairman, or if the Chairman is not present within thirty minutes after the time appointed for holding the meeting, or is unwilling to act, one of the Vice-Chairmen shall preside as Chairman.
- (c) If neither the First nor Second Vice-Chairmen is present, or neither of the Vice Chairmen is willing to act, then the Members shall elect one of their number to preside as Chairman.

22.7 Passing resolutions at meetings

- (a) A resolution of the Board must be passed by a majority of the votes cast by the Directors entitled to vote on the resolution.
- (b) Each Director present in person is entitled to vote and has one vote.

22.8 Casting vote

If on any resolution an equal number of votes is cast for and against a resolution, the Chairman has a casting vote.

22.9 Conduct of meetings

The Chairman of each Board meeting has charge of conduct of that meeting, of the procedures to be adopted and the application of those procedures at that meeting.

22.10 Written resolutions

The Board may pass a resolution without a Board meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. For this purpose, signatures can be contained in more than one document, with each document to be identical to each other document.

22.11 Minutes of meetings

- (a) Within four months after each Board meeting, the Directors must record or cause to be recorded in the minute books:
 - (i) the proceedings and resolutions of each Board meeting; and
 - (ii) all resolutions passed without a Board meeting.
- (b) The Chairman, or the Chairman of the next Board meeting, must sign the minutes within one month after the meeting.
- (c) The minute books must be kept at the registered office.
- (d) The Directors may inspect the minute books. No amount may be charged for inspection.

22.12 Meetings of committees of the Board

The rules of this Constitution relating to meetings (including resolutions and minutes) and proceedings of the Board with any necessary modifications apply to the meeting of any committee of the Board except that a quorum for a meeting of any committee is from time to time to be determined by the Board.

23 Directors' interests

23.1 Declaration of interest

- (a) Any Director who has a material personal interest in a contract or proposed contract of Abbeyfield, holds any office or owns any property such that the Director might have duties or interests which conflict or may conflict either directly or indirectly with the Director's duties or interests as a Director, must give the Board notice of the interest at a Board meeting.
- (b) A notice of a material personal interest must set out:
 - (i) the nature and extent of the interest; and
 - (ii) the relation of the interest to the affairs of Abbeyfield.
- (c) The notice must be provided to the Board at a Board meeting as soon as practicable.

23.2 Voting by interested Directors

A Director who has a material personal interest in a matter that is being considered at a Board meeting must not:

- (a) vote on the matter at a meeting; or
- (b) be present while the matter is being considered at the meeting (and accordingly will not count for the purposes of determining whether there is a quorum),

unless the other directors, who do not have a material personal interest in the matter, have passed a resolution authorising the interested director to do so in accordance with section 195(2) of the Corporations Act.

24 Appointment of Office Bearers

- (a) The office bearers of Abbeyfield shall consist of:
 - (i) a Chairman;
 - (ii) a First Vice-Chairman;
 - (iii) a Second Vice-Chairman;
 - (iv) a Secretary; and
 - (v) a Treasurer.
- (b) Abbeyfield must have at least one Secretary.
- (c) The Board shall elect the office bearers from among their number annually.
- (d) Any office bearer appointed may be removed at any time by the Board.

25 Removal and remuneration of Auditor

25.1 Remuneration of Auditor

The remuneration of the Auditor may be determined by Abbeyfield at a general meeting. If the remuneration is not determined at a general meeting, it may be determined by the Directors at a Board meeting.

25.2 Removal of Auditor

- (a) Abbeyfield may remove an Auditor by resolution at a general meeting.
- (b) At least two months' notice must be given to Abbeyfield of the intention to move a resolution to remove an Auditor at a general meeting.
- (c) If notice of an intention to move a resolution to remove the Auditor at a general meeting is received by Abbeyfield, the Auditor must be given a copy of the notice as soon as practicable.
- (d) The notice of an intention must also inform the Auditor that the Auditor:
 - (i) may submit written representations to Abbeyfield within seven days after receiving the notice and that the Auditor may request Abbeyfield to send a copy of the written representations to the Members before the resolution is voted upon; and
 - (ii) may speak at the general meeting or request that the written representations be read at the general meeting at which the resolution is to be put to a vote.

25.3 Auditor's attendance at general meetings

The Auditor must be notified of, and may attend, any general meeting. The Auditor is entitled to be heard at any general meeting it attends on any part of the business of the general meeting which concerns the Auditor.

26 Seal

- (a) If Abbeyfield has a Seal the Directors must provide for the safe custody of the Seal (and any duplicate of it).
- (b) The Seal (and any duplicate of it) must not be used without the prior authority of the Board, and when used, the Seal must be used in accordance with any direction of the Board.
- (c) If a document is to be executed by the use of the Seal, the fixing of the Seal must be witnessed by two Directors or a Director and Secretary.

27 Financial records

27.1 Members' access to financial records

The Board or Abbeyfield may by ordinary resolution, authorise any Member to inspect books of Abbeyfield subject to such restrictions or on such conditions as the Board considers to be reasonable.

27.2 Directors' access to financial records

Any Director may at any time access and inspect any financial record and any other record of Abbeyfield.

27.3 Access to financial records after ceasing to be a Director

The Board may determine that any person who is to cease or has ceased to be a Director may continue to have access to and inspect any financial record and any other record of Abbeyfield relating to the time during which the person was a Director.

28 Notices

28.1 General

Any notice, statement or other communication under this Constitution must be in writing, except that any notice convening a Board meeting does not need to be in writing.

28.2 How to give a communication

- (a) In addition to any other way allowed by the Corporations Act, a notice or other communication may be given by being:
 - (i) personally delivered;
 - (ii) left at the person's current address as recorded in the Register of Members;
 - (iii) sent to the person's address as recorded in the Register of Members by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail;
 - (iv) sent by fax to the person's current fax number for notices; or
 - (v) sent by email to the person's current email address for notices.

28.3 Communications by post

A communication is given if posted:

- (a) within Australia to an Australian address, three Business Days after posting;
- (b) outside Australia to an address outside Australia, ten Business Days after posting.

28.4 Communications by fax

A communication is given if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.

28.5 Communications by email

A communication is given if sent by email, when the information system from which the email was sent produces a confirmation of delivery report which indicates that the email has entered the information system of the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the information system of the recipient.

28.6 After hours communications

If a communication is given:

- (a) after 5:00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9:00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

29 Indemnity and Insurance

29.1 Indemnity

To the extent permitted by the Corporations Act and subject to the Corporations Act, Abbeyfield must indemnify each officer and Director or any person who has been an officer or Director of Abbeyfield out of the assets of Abbeyfield against any liability, loss, damage, cost or expense incurred by the officer or Director in or arising out of the conduct of any activity of Abbeyfield or in or arising out of the proper performance of the officer's or Director's duties including any liability, loss, damage, cost, charge and expense incurred by that officer or Director in defending any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted to be done by the officer or Director in which judgment is given in the officer's or Director's favour or in which the officer or Director is acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the court to the officer or Director.

29.2 Documenting indemnity

Abbeyfield may enter into an agreement containing an indemnity in favour of any officer, Director or employee. The Board will determine the terms of the indemnity contained in the agreement.

29.3 Insurance

- (a) To the extent permitted by the Corporations Act and subject to the Corporations Act, Abbeyfield may pay any premium in respect of a contract of insurance between an insurer and an officer, Director or employee or any person who has been an officer, Director or employee of Abbeyfield in respect of the liability suffered or incurred in or arising out of the conduct of any activity of Abbeyfield and the proper performance by the officer, Director or employee of any duty.
- (b) If the Board determines, Abbeyfield may execute a document containing rules under which Abbeyfield agrees to pay any premium in relation to such a contract of insurance.

30 Non-profit

The income and property of Abbeyfield must be applied solely towards the promotion of the objects of Abbeyfield as set out in this Constitution and no portion of it is to be paid, distributed or transferred directly or indirectly by way of profit to Members. This does not prevent the payment in good faith of remuneration to any officers or servants of Abbeyfield in return for any services rendered to Abbeyfield if such payment is not more than an amount that would be commercially reasonable for the services.

31 Winding up

If Abbeyfield is wound up any property that remains after satisfaction of all debts and liabilities of Abbeyfield, the payment of the costs, charges and expenses of winding up and any adjustment of the rights of the contributories among Members must be transferred to any organisation which has similar objects and which is approved by the Commissioner of Taxation as a public benevolent institution for the purpose of any Commonwealth Taxation Act.