# Constitution of Queensland Aboriginal & Torres Strait Islander Child Protection Peak Limited ACN 132 666 525

**As last amended on 12th November 2018**



Liability limited by a scheme approved under the professional standards legislation

# Contents

PRELIMINARY ..... 1

1. Definitions ..... 1

2 Interpretation ..... 1

3 Replaceable rules ..... 1

OBJECTS ..... 1

4 Objects ..... 1

MEMBERSHIP ..... 2

5 Admission ..... 2

6 Membership Fee ..... 3

7 Register of Members ..... 4

8 Rights of Members ..... 4

9 Member Representatives ..... 4

10 Suspension of a Member ..... 6

11 Expulsion of a Member ..... 7

12 Ceasing to be a Member ..... 7

13 Powers of attorney ..... 8

14 Calling general meeting ..... 8

15 Notice of general meeting ..... 9

16 Member ..... 9

17 Chairperson ..... 10

18 Adjournment ..... 11

19 Decision on questions ..... 11

20 Taking a poll ..... 11

21 Offensive material ..... 12

VOTES OF MEMBERS ..... 12

22 Entitlement to vote ..... 12

23 Objections ..... 12

24 Votes by proxy ..... 12

25 Document appointing proxy ..... 12

26 Lodgement of proxy ..... 13

27 Validity ..... 13

QATSICPP COUNCIL ..... 14

28 Council ..... 14

APPOINTMENT AND REMOVAL OF DIRECTORS ..... 14

29 Number of Directors ..... 14

30 Regional Directors ..... 14

31 Independent Directors ..... 15

32 Additional and casual Directors ..... 15

33 Appointment of Chairperson ..... 16

34 Nomination of a Chairperson ..... 16

35 Retirement ..... 16

36 Vacation of office ..... 16

POWERS AND DUTIES ..... 17

37 Powers and duties of Directors ..... 17

PROCEEDINGS OF DIRECTORS ..... 17

38 Directors' meetings ..... 17

39 Decision on questions ..... 18

PAYMENTS TO DIRECTORS ..... 18

40 Payments to Directors ..... 18

41 Directors' interests ..... 19

42 Alternate Directors ..... 20

43 Remaining Directors ..... 20

44 Delegation ..... 20

45 Written resolutions ..... 21

46 Validity of acts of Directors ..... 21

47 Minutes and Registers ..... 21

LOCAL MANAGEMENT ..... 22

48 Local management ..... 22

49 Appointment of attorneys and agents ..... 22

EXECUTIVE ..... 23

50 Executive ..... 23

51 Deputy Chairperson ..... 23

52 Secretary ..... 23

53 Treasurer ..... 24

SEALS ..... 24

54 Common Seal ..... 24

55 Duplicate Seal ..... 24

INSPECTION OF RECORDS ..... 24

56 Inspection of records ..... 24

NOTICES ..... 25

57 Service of notices ..... 25

INCOME AND PROPERTY OF THE COMPANY ..... 25

58 Income and property of Company ..... 25

AUDIT AND ACCOUNTS ..... 26

59 Audit and accounts ..... 26

GIFT FUND ..... 26

60 Operation of gift fund ..... 26

61 Transfer of the gift fund in specified circumstances ..... 26

WINDING UP ..... 26

62 Winding up ..... 26

INDEMNITY ..... 27

63 Indemnity ..... 27

64 Amendments to Constitution ..... 28

Schedule 1 - Definitions ..... 29

Annexure A - Regions ..... 33

## PRELIMINARY

### 1. Definitions

1.1 The words and phrases used in this Constitution have the meanings set out at Schedule 1.

1.2 Subject to clause 1.1, in this Constitution, except where the context otherwise requires, an expression in a clause of this Constitution has the same meaning as in the Corporations Act. Where the expression has more than one meaning in the Corporations Act and a provision of the Corporations Act deals with the same matter as a clause of this Constitution, that expression has the same meaning as in that provision.

### 2 Interpretation

2.1 In this Constitution, except where the context otherwise requires:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Constitution, and a reference to this Constitution includes any schedule or annexure;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to A$, $A, dollar or $ is to Australian currency;

(f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and

(g) a reference to a provision of the Corporations Act will or the ITAA will be taken to be a reference to any successors to those provisions.

### 3 Replaceable rules

3.1 To the extent permitted by law, the replaceable rules in the Corporations Act do not apply to the Company.

## OBJECTS

### 4 Objects

4.1 The Company is established as a not for profit charitable institution whose objects are to:

(a) provide leadership in advocacy, lobbying and representation for its Members and to provide Members with assistance, support, guidance and development services, and in so doing promote the safety and wellbeing of Aboriginal and Torres Strait Islander children, young people and their families;

(b) fulfil the functions of a peak state body representing as well as directly responding to the interests and needs of organisations committed to Aboriginal and Torres Strait Islander child protection, including their professional capabilities, service quality and

standards, service operations, governance, financial management and information management;

(c) support and strengthen the capacity of Members to promote and effectively represent the rights and interests of Aboriginal and Torres Strait Islander children, young people and their families and communities, including effective service planning, programming and delivery as well as effective relationship management with government agencies and other service providers in their service area;

(d) support and strengthen the capacity of Members to provide residential care services, services for family support including early intervention foster and kinship care services and statutory advice and information on children at risk of coming into care of the State;

(e) initiate or undertake research that contributes to improved knowledge, community awareness and more effective policy and programs that lead towards providing quality and best cultural practice across the spectrum of child protection services;

(f) provide a strong and collective State-wide voice when liaising, lobbying negotiating, advising or collaborating with government and other stakeholder organisations on all matters impacting on families with a purpose of strengthening families to safeguard children and reducing the over representation of Aboriginal and Torres Strait Islander children and young people in the child protection system; and

(g) do all such other things necessary, incidental or conducive to achieving the above objects.

4.2 The Company may only exercise the powers in section 124(1) of the Corporations Act to:

(a) carry out the objects in this clause; and

(b) do all things incidental or convenient in relation to the exercise of power under clause 4.2(a).

## MEMBERSHIP

## 5 Admission

5.1 The number of Members of the Company is unlimited.

5.2 Subject to clause 13, the Members of the Company are:

(a) Members of the Company as at the date of the adoption of this Constitution; and

(b) any other individual or organisation eligible under clause 5.3 or 5.4 who the Board admit to membership in accordance with this Constitution.

5.3 An organisation is eligible to become a Full Member if the organisation:

(a) is an Aboriginal and Torres Strait Islander Community Controlled Service or an Aboriginal and Torres Strait Islander Child Protection Agency;

(b) provides child protection, statutory services, alternative care, family support, residential care, kinship, child and family wellbeing services and foster care and related services to the community which it services;

(c) comply with QATSICPP Statewide Practice Standards in the delivery of DCCSDS funded child and family wellbeing services;

(d) is based in, or provides services to Queensland;

(e) agrees to assume the liability to pay the Members guarantee set out in clause 62.1; and

(f) pays the Membership Fee.

5.4 Applications for membership of the Company must be in a form approved by the Board, signed by the applicant and include:

(a) a copy of the current constitution or constituent document of the applicant (where applicable);

(b) a nomination of the Region that the applicant believes it is best suited;

(c) a written commitment that the applicant will abide by:

(i) this Constitution; and

(ii) the Charter of Corporate Governance.

5.5 The Board will consider each application for membership at the next Board meeting after the application is received, provided that the application is received at least one week prior to the Board meeting, otherwise the application will be considered at the following Board meeting. In considering an application for membership, the Board may:

(a) accept or reject the application;

(b) accept the application with a variation to the Region; or

(c) ask the applicant to give more information or evidence of eligibility for membership.

5.6 If the Board asks for more information or evidence under clause 5.6(c), its determination of the application for membership is deferred until the next Board meeting after the information or evidence is given.

5.7 The Board does not have to give any reason for rejecting an application for membership.

5.8 As soon as practicable following the acceptance or rejection of an application for membership, the Secretary will send the applicant written notice of the acceptance or rejection (as applicable).

5.9 An applicant that has its application accepted with a variation to the Region under clause 5.6(b) must notify the Secretary within 15 Business Days of the date of the notice of acceptance if it wishes to withdraw its application. The applicant will be deemed to have accepted the variation to the Region if it has not withdrawn its application within 15 Business Days of the notice of acceptance under clause 5.9.

## 6 Membership Fee

6.1 The Board may determine the annual membership fee payable by each Member. Until otherwise determined by the Board the annual membership fee will be $200 (**Membership Fee**).

6.2 The Membership Fee period will commence on 1 July of each year, and the Membership Fee will be due in advance within 30 days of this date.The first Membership Fee payable by Members as at the date of the adoption of this Constitution will be payable within 30 days of the date from which Membership Fees are determined by the Board to be paid.

6.3 The Board may determine that any Member admitted to membership between 1 January and 30 June will pay only one-half of the Membership Fee until that Member's next annual Membership Fee falls due.

6.4 If a Member does not pay the Membership Fee within 30 days after it becomes due the Directors:

(a) will give the Member notice that the Membership Fee is overdue; and

(b) if the Membership Fee remains unpaid 21 days from the date of that notice, may terminate that Member's membership.

## 7 Register of Members

7.1 Upon admission as a Member, the organisation will be entered into the Register.

7.2 The Secretary must maintain the Register which must include:

(a) the name and address of each Member;

(b) the type of membership of each Member and the date of any change membership type;

(c) the name and address of each Full Member's Member Representative;

(d) the date on which the Member was admitted as a member of the Company;

(e) the date (where applicable) when each Member resigns or ceases to be a Member;

(f) where a Member is readmitted after previously resigning or having their membership terminated, this will be recorded in conjunction with the dates of their original admission, termination or resignation and readmission; and

(g) a current copy of each Members constitution or constituent document (where applicable).

7.3 The Register must be kept at the Company's registered office where it will be made available for inspection by any Member at a time and date convenient to the Secretary and the Member concerned.

7.4 The Member must notify the Secretary of any change of any of its details that are recorded in the Register, including providing an updated constitution within 30 days of any change to its constitution.

## 8 Rights of Members

8.1 Subject to clause 11.6, Full Members are entitled to:

(a) receive notices of general meetings of the Company;

8.2 speak and to vote at general meetings of the Company.No Member may use the name of the Company in support of any political campaign, or in support of any candidate for public office, other than with written consent of the Board.

8.3 The rights and privileges of every Member are personal to each Member and are not transferable by the Member's own act or by operation of law.

## 9 Member Representatives

9.1 Each Full Member must by written notice to the Secretary appoint a person to act as its Member Representative in all matters connected with the Company as permitted by the Corporations Act.

9.2 The Member Representative must be:

(a) an Aboriginal or Torres Strait Islander person;

(b) at least 18 years of age; and

(c) a current director or employee of the Member.

9.3 A Full Member may replace its Member Representative at any time by written notice to the Secretary.

9.4 The Board may by notice to the Full Member require that the Full Member to replace its Member Representative where that Member Representative:

(a) unlawfully discloses any Confidential Information of the Company or a Member;

(b) is convicted of an indictable offence;

(c) violates the Company's policies and procedures that apply to Member Representatives;

(d) causes harm or threatens to cause harm to another Member Representative or any officer or employee of the Company;

(e) makes false representations to or about the Company or a Director;

(f) steals from the Company;

(g) wilfully destroys property belonging to the Company;

(h) has committed any act or omission that is in the opinion of the Board injurious to the reputation, interests or activities of the Company; or

(i) makes any unauthorised comment to the media in relation to the Company.

9.5 Subject to clause 9.10, a Member Representative is entitled to:

(a) exercise at a general meeting all the powers that the Full Member that appointed him or her could exercise if it were a person;

(b) stand for election in its Region in as an office bearer or Director;

(c) vote in its Region in an election for the appointment of a Member Representative as a Director for the Region; and

(d) be counted towards a quorum on the basis that the Full Member is to be considered personally present at a general meeting by its Member Representative.

9.6 A certificate executed in accordance with section 127 of the Corporations Act is rebuttable evidence of the appointment of or the removal of the appointment (as appropriate) of the Member Representative.

9.7 The chairperson of a general meeting may allow a Member Representative to vote on the condition that he or she subsequently establishes his or her status as a Member Representative within a period prescribed by and to the satisfaction of the chairperson of the general meeting.

9.8 Member Representatives must:

(a) convey all communications from the Board to the board of the Full Member appointing the Member Representative;

(b) use its best endeavours to obtain the views of the board of the Full Member appointing the Member Representative in relation to:

(i) the moving of and voting on motions at general meetings;

(ii) voting for the election of Member Representatives in their Region as a Director; and

(iii) such other business of the Company in which the Member Representative may have a role from time to time (other than the role of Director).

9.9 Full Members will be bound by the actions of its Member Representative.

9.10 A Member Representative's entitlements under this Constitution are suspended if the

appointing Full Member is suspended and cease if the appointing Full Member ceases to be a Full Member.

## 10 Suspension of a Member

10.1 If a Member:

(a) unlawfully discloses any Confidential Information of the Company or a Member;

(b) does not comply with this Constitution;

(c) is no longer eligible to be a Member, in accordance with clause 5.3 (for Full Members);

(d) has committed any act or omission that will, in the opinion of the Board be injurious to the reputation or interests or activities of the Company;

(e) violates any of the Company's policies and procedures that apply to the Member;

(f) makes false representations to the Company;

(g) makes any unauthorised comment to the media in relation to the Company,

the Board may resolve to suspend the Member's membership for a period of time and may require certain conditions are met for the suspension to be lifted.

10.2 If the Board resolves to suspend a Member, the Secretary must promptly give written notice of the suspension to the Member.

10.3 A Member suspended by the Board may appeal its suspension by giving notice to the Secretary within 30 days of the issue of the notice of suspension.

10.4 At the next general meeting of the Company held after the Member gives notice under clause 11.3:

(a) the Member appealing its suspension will be given an opportunity at the general meeting to present the Member's case fully, and a Director may present the Board's case in response; and

(b) the Full Members at the general meeting will vote to either:

(i) lift the suspension;

(ii) affirm the suspension; or

(iii) terminate the Member's membership,

and the decision of the Members at that general meeting is final.

10.5 A Member will remain suspended until the earlier of:

(a) the date the Full Members resolve to lift the suspension or terminate the Member's membership under clause 11.4(b);

(b) if a period of suspension is imposed with no conditions, the date the period of suspension lapses;

(c) if conditions must be satisfied to lift the suspension, the date that the conditions are satisfied; or

(d) when the Member ceases to be a Member pursuant to clause 13.

10.6 Any Member suspended in accordance with this clause 11, during suspension is not permitted to:

(a) vote at any meeting of Members;

(b) use any of the Company's property; or

(c) participate in any of the activities of the Company.

## 11 Expulsion of a Member

11.1 The Board may expel a Member from the Company, where that Member:

(a) unlawfully discloses any Confidential Information of the Company or a Member;

(b) does not comply with this Constitution;

(c) is no longer eligible to be a Member, in accordance with clause 5.3 (for Full Members);

(d) has committed any act or omission that will, in the opinion of the Board be injurious to the reputation or interests or activities of the Company;

(e) violates any of the Company's policies and procedures that apply to the Member;

(f) makes false representations to the Company; or

(g) makes any unauthorised comment to the media in relation to the Company.

11.2 The Board must allow the Member to have a full and fair opportunity to present evidence in defence of the proposed expulsion and the Board must consider the evidence presented before resolving to expel the Member and cancel the Member's membership.

11.3 If the Board resolves to expel a Member, the Secretary must promptly give notice of the expulsion to the Member.

11.4 Any Member who is expelled by the Board under clause 12.1, may appeal its expulsion by giving notice to the Secretary within 30 days of the issue of notice that the Board has resolved to expel the Member.

11.5 At the next general meeting of the Company held after the Member has given notice under clause 12.4:

(a) the Member will be given an opportunity at the general meeting to present the Member's case fully, and a Director may present the Board's case in response; and

(b) the Full Members at the general meeting will vote to confirm or reject the decision of the Board to expel the Member and the decision of the Full Members at that general meeting is final.

## 12 Ceasing to be a Member

12.1 A Member's membership of the Company will cease:

(a) if the Member gives the Secretary written notice of resignation, from the date of receipt of that notice by the Secretary;

(b) where the Full Members have resolved to terminate a Member's membership under clause 11.4(b) or 12.5(b), on the date of the resolution;

(c) if a suspended Member does not satisfy the conditions of suspension within the required timeframe, on the expiry of that timeframe unless the period is extended by the Board;

(d) if a Member is expelled in accordance with clause 12, on the earlier of:

(i) the date that the Full Members pass the resolution to expel the Member; or

(ii) the expiry of the appeal period under clause 12.4;

(e) if a liquidator is appointed in connection with the winding up of the Member, the date of appointment of the liquidator;

(f) if the Member or the Member's property becomes subject to a personal insolvency arrangement under Part X *Bankruptcy Act 1966* (Cth) or a debt agreement under Part IX *Bankruptcy Act 1966* (Cth), on the commencement date of that arrangement or agreement;

(g) if the Member is deregistered, on that date; or

(h) if an order is made by a Court for the winding up or deregistration of the Member, on the date of the Court order.

12.2 Any Member ceasing to be a Member:

(a) will not be entitled to have any claim upon any portion of the property or assets of the Company;

(b) will remain liable for and will pay to the Company all Membership Fees and money due to the Company at the date of ceasing to be a Member;

(c) is not permitted to:

(i) use any of the Company's property; or

(ii) participate in any of the activities of the Company.

## 13 Powers of attorney

13.1 If a Member executes or proposes to execute any document or do any act by or through an attorney which affects the Company or the Member's membership in the Company, that Member must deliver the instrument appointing the attorney to the Secretary for notation.

13.2 If the Secretary asks the Member to file with it a certified copy of the instrument for the Company to retain, the Member will promptly comply with that request.

13.3 The Secretary or the Board may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.

# GENERAL MEETINGS

## 14 Calling general meeting

14.1 Any Director may, at any time, call a general meeting.

14.2 A Member may:

(a) only request the Directors to call a general meeting in accordance with section 249D of the Corporations Act; and

(b) not request or call and arrange to hold a general meeting except under section 249E or 249F of the Corporations Act.

## 15 Notice of general meeting

15.1 Subject to the provisions of the Corporations Act allowing general meetings to be held with shorter notice, at least 21 days written notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) of a general meeting must be given to:

(a) every Member;

(b) every Director;

(c) the Secretary; and

(d) the Auditor,

and no other person is entitled to receive notice of a general meeting.

15.2 A notice calling a general meeting:

(a) must specify the place, date and 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;

(b) must state the general nature of the business to be transacted at the meeting;

(c) if a special resolution is to be proposed at the meeting, must set out an intention to propose the special resolution and state the resolution;

(d) may specify a place, facsimile number and electronic address for the purposes of proxy; and

(e) must for each Region, state the names of each Member and each Full Member's Member Representative.

15.3 A notice of an annual general meeting need not state that the business to be transacted at the meeting includes:

(a) the consideration of the annual financial report, Directors' report and the Auditor's report;

(b) the election of Directors; or

(c) the appointment and fixing of the remuneration of the Auditor.

15.4 The Directors may postpone or cancel any general meeting whenever they think fit (other than a meeting called as the result of a request under clause 15.2).

15.5 The Directors must give notice of the postponement or cancellation of a general meeting to all persons referred to in clause 16.1 who are entitled to receive notice of a general meeting from the Company.The failure or accidental omission to send a notice of a general meeting (including a proxy appointment form) to any Member or the non-receipt of a notice (or form) by any Member does not invalidate the proceedings at or any resolution passed at the general meeting.

# PROCEEDINGS AT GENERAL MEETINGS

## 16 Member

16.1 In clauses 17.2, 18, 20 and 23, **Member** includes a Member present in person, through its Member Representative or by proxy.

16.2 Quorum

(a) No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business.

(b) A quorum for a meeting of Members is a majority of Full Members.

(c) If a quorum is not present within 30 minutes after the time appointed for the start of the general meeting:

(i) if the general meeting was called on the requisition of Members, it is automatically dissolved; or

(ii) in any other case:

A. it will stand adjourned to the same time and place seven days after the meeting, or to another day, time and place determined by the Directors; and

B. if at the adjourned general meeting a quorum is not present within 30 minutes after the time appointed for the start of the general meeting, the quorum for the adjourned general meeting will be the number of Full Members present at the adjourned general meeting provided there is at least one Full Member in attendance.

## 17 Chairperson

17.1 The Chairperson, or in the Chairperson's absence the Deputy Chairperson, of Directors' meetings will be the chairperson at every general meeting.

17.2 The Directors present may elect a chairperson of a general meeting if:

(a) there is no Chairperson or Deputy Chairperson;

(b) neither the Chairperson nor Deputy Chairperson is present within 15 minutes after the time appointed for the start of the general meeting; or

(c) the Chairperson and Deputy Chairperson are unwilling to act as chairperson of the general meeting.

17.3 If no election is made under clause 18.2, then:

(a) the Full Members may elect one of the Directors present as chairperson; or

(b) if no Director is present or is willing to take the chair, the Full Members may elect one of the Member Representatives present as chairperson for that meeting.

17.4 If there is a dispute at a general meeting about a question of procedure, the chairperson of the meeting may determine the question.

17.5 The Chairperson does not have a casting vote in addition to his or her deliberative vote.

## 18 Adjournment

18.1 The Chairperson of a general meeting at which a quorum is present:

(a) in his or her discretion may adjourn the general meeting with the meeting's consent; and

(b) must adjourn the general meeting if the meeting directs him or her to do so.

18.2 An adjourned general meeting may take place at a different venue to the initial general meeting.

18.3 The only business that can be transacted at an adjourned general meeting is the unfinished business of the initial general meeting.

18.4 Notice of an adjourned general meeting must only be given in accordance with clause 16.1 if a general meeting has been adjourned for more than 21 days.

## 19 Decision on questions

19.1 Subject to the Corporations Act in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.

19.2 A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded in accordance with the Corporations Act.

19.3 Unless a poll is demanded:

(a) a declaration by the Chairperson that a resolution has been carried, carried by a specified majority, or lost; and

(b) an entry to that effect in the minutes of the meeting,

are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.

19.4 The demand for a poll may be withdrawn.

19.5 A decision of a general meeting may not be impeached or invalidated on the ground that a person voting at the general meeting was not entitled to do so.

## 20 Taking a poll

20.1 A poll will be taken when and in the manner that the Chairperson directs.

20.2 The result of the poll will be the resolution of the meeting at which the poll was demanded.

20.3 The Chairperson may determine any dispute about the admission or rejection of a vote.

20.4 The Chairperson's determination, if made in good faith, will be final and conclusive.

20.5 A poll demanded on the election of the chairperson or the adjournment of a general meeting must be taken immediately.

20.6 After a poll has been demanded at a general meeting, the general meeting may continue for the transaction of business other than the question on which the poll was demanded.

## 21 Offensive material

21.1 A person may be refused admission to, or required to leave and not return to, a meeting if the person:

(a) refuses to permit examination of any article in the person's possession; or

(b) engages in any conduct or is in possession of any:

(i) electronic or recording device;

(ii) placard or banner; or

(iii) other article,

which the chairperson considers to be dangerous, offensive or liable to cause disruption.

# VOTES OF MEMBERS

## 22 Entitlement to vote

22.1 Subject to clause 11.6, a Full Member entitled to vote has one vote.

## 23 Objections

23.1 An objection to the qualification of a voter may only be raised at the general meeting or adjourned general meeting at which the voter tendered its vote.

23.2 An objection must be referred to the chairperson of the general meeting, whose decision is final.

23.3 A vote is valid for all purposes unless it is disqualified by the chairperson under clause 24.2.

## 24 Votes by proxy

24.1 If a Full Member appoints a proxy, proxies or an attorney, the proxy, proxies or attorney may not vote on a show of hands.

24.2 A proxy need not be a Full Member.

24.3 A proxy may demand or join in demanding a poll.

24.4 A proxy or attorney may vote on a poll.

24.5 A proxy may vote or abstain as he or she chooses except where the appointment of the proxy directs the way the proxy is to vote on a particular resolution. If a proxy votes at all, the proxy will be deemed to have voted all directed proxies in the manner directed.

## 25 Document appointing proxy

25.1 An appointment of a proxy is valid if it is signed by the Full Member making the appointment and contains the information required by section 250A(1) of the Corporations Act. The Directors may determine that an appointment of proxy is valid even if it only contains some of the information required by section 250A(1) of the Corporations Act.

25.2 For the purposes of clause 26.1, an appointment received at an electronic address will be taken to be signed by the Full Member if:

(a) a personal identification code allocated by the Company to the Full Member has been input into the appointment; or

(b) the appointment has been verified in another manner approved by the Directors.

25.3 A proxy's appointment is valid at an adjourned general meeting.

25.4 A proxy or attorney may be appointed for all general meetings or for any number of general meetings or for a particular purpose.

25.5 Subject to clause 41, unless otherwise provided for in the proxy's appointment or in any instrument appointing an attorney, the appointment of the proxy or the attorney will be taken to confer authority:

(a) to vote on:

(i) any amendment moved to the proposed resolutions and on any motion that the proposed resolution not be put or any similar motion; and

(ii) any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the general meeting,

even though the appointment may specify the way the proxy or attorney is to vote on a particular resolution; and

(b) to vote on all motions before the general meeting.

25.6 If a proxy appointment is signed by the Full Member but does not name the proxy or proxies in whose favour it is given, the chairperson may either exercise the proxy or complete the appointment by inserting the name or names of one or more Directors or the Secretary.

## 26 Lodgement of proxy

26.1 The written appointment of a proxy or attorney must be received by the Company, at least 48 hours (unless otherwise specified in the notice of meeting to which the proxy relates) before:

(a) the time for holding the general meeting or adjourned general meeting at which the proxy or attorney proposes to vote; or

(b) the taking of a poll at which the proxy or attorney proposes to vote.

26.2 The Company receives an appointment of a proxy or a power of attorney when it is received at:

(a) the Company's registered office;

(b) a facsimile number at the Company's registered office; or

(c) a place, facsimile number or electronic address specified for that purpose in the notice of meeting.

## 27 Validity

27.1 A vote cast in accordance with an appointment of proxy or power of attorney is valid even if before the vote was cast the appointor:

(a) died;

(b) became mentally incapacitated; or

(c) revoked the proxy or power,

unless any written notification of the death, mental incapacitation or revocation was received by the Company before the relevant general meeting or adjourned general meeting.

## QATSICPP COUNCIL

### 28 Council

28.1 There will be a Council of the Corporation called the QATSICPP Council which will inform and advise strategy and policy of QATSICPP.

28.2 The Council will comprise of a representative of each member.

28.3 The Council will meet once a year at it is own cost or by arrangement determined by the Directors.

28.4 The Chairperson will chair each Council Meeting.

## APPOINTMENT AND REMOVAL OF DIRECTORS

### 29 Number of Directors

29.1 There will not be more than 9 nor less than 6 Directors unless:

(a) there is a change in the number of Regions, in which case the number of Directors will increase or decrease (as applicable) by the same increase or decrease in the number of Regions; or

(b) the company in general meeting by resolution changes the maximum or minimum number.

29.2 The Directors will consist of not more than:

(a) one Regional Director Torres Strait Region;

(b) one Regional Director from Remote Region;

(c) two Regional Directors from the Regional Region;

(d) two Regional Directors from the Urban Region;

(e) two independent Directors appointed by the Board pursuant to clause 31 (**Independent Directors**); and

(f) the Chairperson.

### 30 Regional Directors

30.1 Regional Directors will be elected at the general meeting immediately prior to the expiry of the term of the current Regional Directors in accordance with this clause 30.

30.2 After the election of the Chairperson under clause 33.1 the Full Members for each Region will elect one Member Representative from the Full Members within their Region to be the Director for that Region (**Regional Director**).

30.3 Where there is a deadlock in the election of a Regional Director, the other Directors will

appoint the Director for that Region from the nominees with the highest number of votes for that Region at the next Directors meeting after the general meeting.

30.4 Where there are only two Full Members in a Region, the Member Representatives will alternate as the Director for that Region.

30.5 On the Board, a Regional Director will act as the representative of his or her Region and not as the representative of the Full Member that appointed him or her as its Member Representative.

30.6 If the conduct or position of any Director is such that continuance in office appears to the majority of the Directors to be prejudicial to the interest of the Company, a majority of Directors at a meeting of the Directors specifically called for that purpose may suspend that Director.

30.7 Within 30 days of the suspension, the Directors must call a general meeting, at which the Full Members may either confirm the suspension and remove the Director from office in accordance with clause 36.1(d) or annul the suspension and reinstate the Director.

## 31 Independent Directors

31.1 Independent Directors will be appointed and removed by a 75% majority vote of Regional Directors.

31.2 The term of an Independent Director's appointment is one year. Each year the Board may resolve by 75% majority vote to continue an Independent Director's appointment for a further one year term.

31.3 When Regional Directors are considering the appointment of Independent Directors under clause 31.1, the Regional Directors will have regard to the mix of skills desirable to properly govern and manage the Company's business. Examples of desired skills are set out below:

(a) experience in the delivery of Aboriginal and Torres Strait Islander child protection services;

(b) corporate governance;

(c) education/capacity building;

(d) community engagement;

(e) research and development;

(f) financial management;

(g) business development/marketing/legal.

31.4 Independent Directors must not be a:

(a) Member Representative; or

(b) director, officer, employee or member of a Member.

## 32 Additional and casual Directors

32.1 Casual vacancies for Regional Directors may be filled by a Member Representative (other than the Director who ceased to be the Director for that Region) elected by the Full Members for that Region.

32.2 A Director appointed under clause 32.1 will hold office until the next general meeting of

the Company when the Director may be re-elected.

## 33 Appointment of Chairperson

33.1 At the general meeting immediately prior to the expiry of the term of the Chairperson, the Full Members will elect a new Chairperson for a two year term commencing on the expiry of the current Chairperson's term.

33.2 If a Regional Director is elected Chairperson, the person's office as Regional Director immediately becomes vacant.

## 34 Nomination of a Chairperson

34.1 To be eligible for election as Chairperson, the person:

(a) must be at least 18 years of age;

(b) must be an Aboriginal or Torres Strait Islander person;

(c) must be a current director or employee of a Full Member; and

(d) may be a Member Representative.

34.2 The Secretary will include in the notice of meeting for the general meeting where the Chairperson will be elected a request for nominations for the position of Chairperson.

34.3 Nominations for the election of the Chairperson must:

(a) be in writing;

(b) include a signed consent to the nomination by the nominee;

(c) be signed by the Full Member making the nomination;

(d) be left the Company's registered office; and

(e) be received 24 hours before the time of the scheduled general meeting and no nominations will be accepted after this time.

34.4 The Secretary will announce the names of the nominees for election as Chairperson at the general meeting and if there is more than one nominee voting will be by secret ballot and the person with the most votes wins. If there is only one nominee that person will be appointed Chairperson.

## 35 Retirement

35.1 A Director must retire from office at the conclusion of the next general meeting after the expiry of their two year term.

35.2 Subject to clause 35.3, 36.1(a), 36.1(b), 36.1(d) and 36.1(f), a retiring Director will be eligible for re-election.

35.3 A retiring Director will be ineligible for re-election after serving three consecutive terms in office.

## 36 Vacation of office

36.1 The office of a Director immediately becomes vacant if the Director:

(a) is prohibited by the Corporations Act from holding office or continuing as a Director;

(b) cannot fully participate in the governance of the Company whether due to mental incapacity, physical infirmity, extended absence from the country or any other reason or cause which in the opinion of the Directors renders the Director incapable of performing his or her duties;

(c) resigns by notice in writing to the Company;

(d) is removed by a resolution of the Company;

(e) is absent from Directors' meetings for six consecutive months without leave of absence from the Directors;

(f) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act; or

(g) is a Regional Director and the person ceases to be a Member Representative of a Full Member.

## POWERS AND DUTIES

### 37 Powers and duties of Directors

37.1 The business of the Company is managed by the Directors who may exercise all powers of the Company that this Constitution and the Corporations Act do not require to be exercised by the Company in general meeting.

37.2 Without limiting the generality of clause 37.1, the Directors may exercise all the powers of the Company to:

(a) borrow money;

(b) charge any property or business of the Company;

(c) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person; and

(d) guarantee or become liable for the payment of money or the performance of any obligation by or of any other person.

37.3 The Chairperson will be:

(a) the public spokesperson for the Company; and

(b) responsible for ensuring that when appropriate, culturally appropriate protocol and confidentiality apply in the Company's activities and meetings.

## PROCEEDINGS OF DIRECTORS

### 38 Directors' meetings

38.1 A Director may at any time, and the Secretary must on the request of a Director, call a Directors' meeting.

38.2 The Board must meet at least twice each calendar year.

38.3 A Directors' meeting must be called on at least seven days notice of a meeting to each Director (or such other period unanimously agreed on by the Board).

38.4 It is not necessary to give notice of a meeting of the Directors to an Australian resident whom the Secretary, when giving notice to the other Directors, reasonably believes to be temporarily outside Australia.

38.5 Subject to the Corporations Act, a Directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.

38.6 The Directors need not all be physically present in the same place for a Directors' meeting to be held.

38.7 Subject to clause 41, a Director who participates in a meeting held in accordance with this Constitution is taken to be present and entitled to vote at the meeting.

38.8 The Directors may meet together, adjourn and regulate their meetings as they consider appropriate.

38.9 A quorum is a majority of Directors.

38.10 Where a quorum cannot be established for the consideration of a particular matter at a meeting of Directors, the Chairperson may call a general meeting to deal with the matter.

38.11 Notice of a meeting of Directors may be given in writing, or the meeting may be otherwise called using any technology consented to by all the Directors.

38.12 If no Chairperson is elected or in the absence of the Chairperson and the Deputy Chairperson the Directors present must elect an Independent Director to be chairperson of the meeting.

## 39 Decision on questions

39.1 Subject to this Constitution, questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present and voting and, subject to clause 41, each Director has one vote.

39.2 The Chairperson of a meeting will not have a casting vote in addition to his or her deliberative vote.

# PAYMENTS TO DIRECTORS

## 40 Payments to Directors

40.1 No payment will be made to any Director (other than an Independent Director) of the Company other than payment:

(a) of out of pocket expenses incurred by the Director in the performance of any duty as Director of the Company where the amount payable does not exceed an amount previously approved by the Directors of the Company;

(b) for any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Directors of the Company and where the amount payable is approved by the Directors of the Company and is not more than an amount which commercially would be reasonable payment for the service; and

(c) relating to an indemnity in favour of the Director and permitted by section 199A of the Corporations Act or a contract of insurance permitted by section 199B.

40.2 The Independent Directors may be paid a stipend for their role on the Board which will be fixed by the Board from time to time, but in any event the stipend must be:

(a) commensurate with the services provided; and

(b) an insignificant amount in comparison to the revenue of the Company.

## 41 Directors' interests

41.1 No contract made by a Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which a Director may be interested is avoided or rendered voidable merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.

41.2 No Director contracting with, or interested in any arrangement involving the Company is liable to account to the Company for any profit realised by or under any such contract or

arrangement merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.

41.3 A Director is not disqualified from contracting with the Company merely because of being a Director.

41.4 Any Director having a direct or indirect material personal interest in any contract or arrangement that the Company proposes to enter will declare his or her interest immediately by written notice to the Chairperson. A general notice that the Director is an employee of a particular Member and is to be regarded as interested in all transactions with that Member will be a sufficient disclosure under this clause for that Director and the relevant transactions and the Director will not be required to give special notice relating to any particular transaction with that Member.

41.5 Subject to clause 41.6, a Director who has a material personal interest in a matter that is being considered at a Directors' meeting must not:

(a) be present while the matter is being considered at the meeting; or

(b) vote on the matter,

unless permitted by the Corporations Act to do so, in which case the Director may:

(c) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;

(d) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and

(e) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.

41.6 The prohibition on voting in clause 41.5 will not apply to any contract or arrangement:

(a) in relation to a Member who employs a Director;

(b) to give the Director any security for advances;

(c) for an indemnity of the Director; or

(d) where the Director is interested merely as a shareholder or director of another company.

41.7 A Director may be or become a director or other officer of, or otherwise interested in, any

related body corporate or any other body corporate promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and is not accountable to the Company for any remuneration or other benefits received by the Director as a director or officer of, or from having an interest in, that body corporate.

41.8 A Director who has an interest described in clause 41.7 must provide written notice to the Secretary when the interest arises and when the Director no longer has the interest.

## 42 Alternate Directors

42.1 The Full Members in each Region may elect a Member Representative within their Region (other than the Director for the Region) as the Region's alternate Director for the term of office of that Region's Regional Director.

42.2 An Alternate Director is entitled to notice of Directors' meeting and if the Director for the Region is not present at a meeting, is entitled to attend, be counted in a quorum and vote as a Director.

42.3 An Alternate Director is an officer of the Company and is not an agent of the Director from the same Region.

42.4 The provisions of this Constitution which apply to Directors also apply to Alternate Directors.

42.5 The appointment of an Alternate Director may be:

(a) revoked at any time by the Full Members in the Alternate Director's Region; and

(b) ends automatically when the Director for that Region ceases to be a Director.

42.6 Any appointment or revocation under this clause must be effected by written notice delivered to the Secretary.

## 43 Remaining Directors

43.1 The Directors may act even if there are vacancies on the Board.

43.2 If the number of Directors is not sufficient to meet the minimum number of Directors required under clause 29, the Directors may act only to:

(a) appoint a Director; or

(b) call a general meeting.

## 44 Delegation

44.1 The Directors may delegate any of their powers, other than those which by law must be dealt with by the Directors as a Board, to a person, persons, committee or committees (**Delegate**).

44.2 The Directors may at any time revoke any delegation of power.

44.3 At least one member Delegate must be a Director.

44.4 A Delegate must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.

44.5 A Delegate may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.

44.6 Meetings of any committee of Directors will be governed by the provisions of this

Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors. The provisions apply as if each committee member was a Director.

## 45 Written resolutions

45.1 The Directors may pass a resolution without a Director's 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. The resolution is passed when the last Director signs.

45.2 For the purposes of clause 45.1, separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.

45.3 Any document referred to in this clause may be in the form of a facsimile or electronic transmission.

45.4 The minutes of Directors' meetings must record that a meeting was held and a resolution passed in accordance with this clause.

## 46 Validity of acts of Directors

46.1 If it is discovered that:

(a) there was a defect in the appointment of a person as a Director or member of a Directors' committee; or

(b) a person appointed to one of those positions was disqualified,

all acts of the Directors or the Directors' committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

## 47 Minutes and Registers

47.1 The Directors must cause minutes to be made of:

(a) the names of the Directors present at all Directors' meetings and meetings of Directors' committees;

(b) the names of the Member Representatives or proxies at all general meetings;

(c) all proceedings and resolutions of general meetings, Directors' meetings and meetings of Directors' committees;

(d) all resolutions passed by Directors in accordance with clause 45;

(e) all appointments of officers;

(f) all orders made by the Directors and Directors' committees; and

(g) all disclosures of interests made under clause 41.

47.2 All Member Representatives, Directors and any other persons present at a general meeting must sign their name in an attendance book and this record will be included in the minutes related to that general meeting.

47.3 Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body.

47.4 The Company must keep all registers required by this Constitution and the Corporations Act.

## LOCAL MANAGEMENT

## 48 Local management

48.1 The Directors will appoint a chief executive officer who will be responsible for:

(a) the day-to-day management of the Company;

(b) delivering to the Directors within two months after the end of each Financial Year, the annual reports of the Company describing the level of activity, achievements and such other information as required in sufficient detail and if required under the Corporations Act, contain the audited financial statements for the Financial Year in accordance with the financial and other reporting requirements of the Company under the Corporations Act; and

(c) carrying out such other activities for the

Company, in accordance with the directions of the

Directors.

48.2 The Directors may appoint such other executives as it sees fit to provide support for the CEO on operational issues relating to the Company or delegate authority to the CEO to make such appointments.

48.3 The Directors may provide for the management and transaction of the affairs of the Company in any places and in such manner as they think fit.

48.4 Without limiting clause 48.3 the Directors may:

(a) establish local boards or agencies for managing any of the affairs of the Company in a specified place and appoint any persons to be members of those local boards or agencies; and

(b) delegate to any person appointed under clause 48.4(a) any of the powers, authorities and discretions that may be exercised by the Directors under this Constitution,

on any terms and subject to any conditions determined by the Directors.

48.5 The Directors may at any time revoke or vary any delegation under this clause.

## 49 Appointment of attorneys and agents

49.1 The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the Corporations Act appoint any person to be the attorney or agent of the Company:

(a) for the purposes;

(b) with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution);

(c) for the period; and

(d) subject to the

conditions, determined by the

Directors.

49.2 An appointment by the Directors of an attorney or agent of the Company may be made in favour of:

(a) any member of any local board or committee established by the Directors;

(b) any company;

(c) the members, directors, nominees or managers of any company or firm;

(d) any fluctuating body of persons whether nominated directly or indirectly by the Directors;

(e) CEO or other executives of the Company; or

(f) any professional advisor to the Company.

49.3 A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.

49.4 The Directors may appoint attorneys or agents by facsimile or electronic transmission to act for and on behalf of the Company.

49.5 An attorney or agent appointed under this clause may be authorised by the Directors to sub- delegate all or any of the powers, authorities or discretions for the time being vested in it.

## EXECUTIVE

## 50 Executive

50.1 The Company's executive is made up of the:

(a) Chairperson;

(b) Deputy Chairperson;

(c) Secretary; and

(d) Treasure

r; (**Executive**).

50.2 The Board will appoint the Deputy Chairperson, Secretary and Treasurer from within their number and each of them will hold office until the expiry of their term as a Director.

50.3 A person cannot hold more than one Executive position.

50.4 The Board will delegate authority to the Executive in accordance with clause 44.

50.5 The Executive must report all decisions and actions to the Board at the next Board meeting.

## 51 Deputy Chairperson

51.1 The Deputy Chairperson will during any absence of the Chairperson act as chairperson and undertake the duties provided for in this Constitution.

## 52 Secretary

52.1 The Secretary must keep the minutes of meetings and records:

(a) of all appointments of the Executive and Directors;

(b) required under this Constitution and the Corporations Act.

52.2 The Secretary must keep ASIC informed of all notifiable information within the

required timeframes.

52.3 The Secretary may with the approval of the Board delegate any of its duties to the CEO, another employee of the Company or an outsourced provider, but will at all times remain responsible for those delegated duties and will routinely report to the Board.

## 53 Treasurer

53.1 The Treasurer is responsible for ensuring that:

(a) all monies due and owing to the Company are collected;

(b) all payments properly authorised are made; and

(c) true records of books and accounts are kept showing the financial affairs of the Company.

53.2 The Treasurer may, with the approval of the Board delegate any of their duties to the CEO, another employee of the Company or an outsourced provider, but shall at all times remain responsible for those delegated duties and will routinely report to the Board in relation to the fulfillment of those duties.

# SEALS

## 54 Common Seal

54.1 If the Company has a Seal:

(a) the Directors must provide for the safe custody of the Seal;

(b) the Seal must not be used without the authority of the Directors or a Directors' committee authorised to use the Seal;

(c) every document to which the Seal is affixed must be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Directors to countersign the document.

## 55 Duplicate Seal

55.1 If the Company has a Seal, the Company may have one or more duplicate Seals of the Seal each of which:

(a) must be a facsimile of the Seal with 'Duplicate Seal' on its face;

(b) must not be used except with the authority of the Directors.

# INSPECTION OF RECORDS

## 56 Inspection of records

56.1 Except as otherwise required by the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the financial records and other documents of the Company or any of them will be open for inspection by Members other than Directors.

56.2 Except as otherwise required by the Corporations Act, a Member other than a Director does not have the right to inspect any financial records or other documents of the Company

unless the Member is authorised to do so by a court order or a resolution of the Directors.

## NOTICES

### 57 Service of notices

57.1 Notice may be given by the Company to any person who is entitled to notice under this Constitution:

(a) by serving it on the person; or

(b) by sending it by post, facsimile transmission or electronic notification to the person at the person's address shown in the Register or the address supplied by the person to the Company for sending notices to the person.

57.2 A notice sent by post is taken to be served:

(a) by properly addressing, prepaying and posting a letter containing the notice; and

(b) on the day after the day on which it was posted.

57.3 A notice sent by facsimile transmission or electronic notification is taken to be served:

(a) by properly addressing the facsimile transmission or electronic notification and transmitting it; and

(b) on the day after its despatch.

57.4 If a Member does not have an address recorded in the Register a notice will be taken to be served on that Member 24 hours after it was posted on a notice board at the Company's registered office.

57.5 A Member whose address recorded in the Register is not in Australia may specify in writing an address in Australia to be taken to be the Member's address for the purposes of clause 57.

57.6 A certificate in writing signed by a Director, Secretary or other officer of the Company that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.

57.7 Subject to the Corporations Act the signature to a written notice given by the Company may be written or printed.

57.8 All notices sent by post outside Australia must be sent by prepaid airmail post.

## INCOME AND PROPERTY OF THE COMPANY

### 58 Income and property of Company

58.1 The income and property of the Company will only be applied towards the promotion of the objects of the Company set out in clause 4.

58.2 No income or property will be paid or transferred directly or indirectly to, or for the benefit of any Member of the Company except as bona fide compensation:

(a) for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or

(b) expenses incurred on behalf of the Company.

## AUDIT AND ACCOUNTS

### 59 Audit and accounts

59.1 The Directors must cause the Company to keep written financial records in relation to the business of the Company in accordance with the requirements of the Corporations Act.

59.2 The Directors must cause the financial records of the Company to be audited in accordance with the requirements of the Corporations Act.

59.3 On the third year of an Auditor's appointment the Board will review the appointment and at the next general meeting after the review recommend to the Members that the Auditor be re- appointed or replaced).

59.4 The results of the audit must form part of the report provided to the Members at the next annual general meeting of the Company.

## GIFT FUND

### 60 Operation of gift fund

60.1 Where the ITAA requires that a gift fund be established for the receipt of tax deductible donations, the Company must establish a separate gift fund account to which such donations must be credited.

60.2 The Gift Fund Account must only be used or applied for purposes that are consistent with the objects of the Company and separate records must be maintained as to the receipt and disbursement of moneys from that account.

### 61 Transfer of the gift fund in specified circumstances

61.1 On:

(a) revocation of the endorsement of the Company under sub-division 30-B of the ITAA; or

(b) the winding up of the gift fund by the Company,

any balance in the Gift Fund Account must be transferred to such other gift fund, gift funds, entity or entities having objects similar to the objects of the Company as will be determined by the Members at or before that time, provided that each recipient must be endorsed as a deductible gift recipient under sub-division 30-BA of the ITAA.

## WINDING UP

### 62 Winding up

62.1 If the Company is wound up:

(a) each Member; and

(b) each person who has ceased to be a Member in the preceding

year, undertakes to contribute to the property of the Company for the:

(c) payment of debts and liabilities of the Company (in relation to clause 62.1(b), contracted before the person ceased to be a Member) and payment of costs, charges and expenses of winding up; and

(d) adjustment of the rights of the contributories amongst

themselves, such amount as may be required, not exceeding $10.

62.2 If any surplus remains following the winding up of the Company, the surplus must not be paid to or distributed amongst Members, but must be given or transferred to another organisation which, by its founding principles or purposes, is:

(a) an organisation with similar or complementary purposes to those of the Company or has the capacity to specifically apply the surplus in such a manner;

(b) not carried on for profit or gain of its individual members;

(c) required to apply its profits (if any) or other income in promoting purposes similar or complementary to the objects of the Company or has the capacity to specifically apply its profits or other income in such a manner; and

(d) endorsed as a deductible gift recipient under sub-division 30-BA of the ITAA,

such organisation to be determined by the Members at or before the winding up and in default, by application to the Supreme Court of Queensland for determination.

## INDEMNITY

## 63 Indemnity

63.1 To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act the Company indemnifies every person who is or has been an officer of the Company against any liability (other than for legal costs) incurred by that person as such an officer of the Company (including liabilities incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).

63.2 To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act, the Company indemnifies every person who is or has been an officer of the Company against reasonable legal costs incurred in defending an action for a liability incurred by that person as such an officer of the Company (including such legal costs incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).

63.3 The amount of any indemnity payable under clauses 63.1 or 63.2 will include an additional amount (**GST Amount**) equal to any GST payable by the officer being indemnified (**Indemnified Officer**) in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a Tax Invoice.

63.4 For the purposes of this clause, **officer** means:

(a) a Director; or

(b) a Secretary.

## AMENDMENTS TO CONSTITUTION

## 64 Amendments to Constitution

64.1 This Constitution must not be amended other than in accordance with the Corporations Act.

64.2 Subject to clause 64.1, the Company may revoke, add to or vary this Constitution provided that:

(a) no part of the Gift Fund Account or the income of the Gift Fund Account is transferred to any institution, organisation, fund or authority that is not a charitable organisation endorsed to receive donations under sub-division 30-B of the ITAA;

(b) no part of the Gift Fund Account or the income of the Gift Fund Account becomes able to be used or applied for purposes that are not consistent with the objects of the Company; and

(c) unless the Commissioner of Taxation consents to the revocation, addition or variation:

(i) no amendment is allowed to be made to or affecting the objects of the Company; and

(ii) no amendment is allowed to be made which authorises the Company to invest money of the Gift Fund Account other than in a manner in which trustees are permitted to invest under the laws of Australia or any Australian State or Territory.

## Schedule 1 - Definitions

| | |
|---|---|
| **Aboriginal** | means a person who:<br>(a) is a member of the Aboriginal race of Australia;<br>(b) is indigenous to Australia (for the purpose of government); and<br>(c) identifies as an Aboriginal person and is accepted by the Aboriginal community as an Aboriginal person. |
| **Aboriginal Community Controlled Service**<br>**or**<br>**Aboriginal and Torres Strait Islander Child Protection Agency** | means an incorporated Aboriginal and/or Torres Strait Islander board management elected by a local Aboriginal and Torres Strait Islander community membership and which:<br>(a) actively provides culturally appropriate child protection, statutory services, alternative care, family support, residential care, kinship and foster care and related services to the community which it service; and<br>(b) has rules preventing the distribution of property to individual members of the organisation. |
| **Alternate Director** | means a person appointed as an alternate Director under clause 42.1. |
| **ASIC** | means the Australian Securities and Investment Commission. |
| **Auditor** | means the Company's auditor. |
| **Board** | means the board of Directors of the Company. |
| **CEO** | means the person appointed as chief executive officer under clause 48.1. |
| **Chairperson** | means the person appointed as chairperson under clause 33. |
| **Charter of Corporate Governance** | means the Company's corporate governance charter as amended from time to time. |
| **Company** | means Queensland Aboriginal & Torres Strait Islander Child Protection Peak Limited ACN 132 666 525. |
| **Community Controlled** | means:<br>(a) the empowering of a community through the adoption of appropriate organisational structures which enable all Aboriginal and Torres Strait Islander people in the local community the opportunity to be represented as members and to be involved in the decision making process and, therefore, the right to participate and contribute to the goals, structure and operations of the local community's services; and<br>(b) responsibility and accountability to the community having regard to local cultural perceptions and imperatives. |

| | |
|---|---|
| **Confidential Information** | means all information which is:<br>(a) by its nature, confidential;<br>(b) indicated by the Company or another Member to be confidential;<br>(c) reasonably likely to be of a confidential nature,<br>but excludes information that:<br>(d) that is in the public domain otherwise than as a result of a breach of this agreement or other obligation of confidence; or<br>(e) that is already known by, or rightfully received, or independently developed, by the recipient of that information free from any obligation of confidence. |
| **Constitution** | means the constitution of the Company as amended from time to time. |
| **Corporations Act** | means the *Corporations Act 2001* (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company. |
| **Deputy Chairperson** | means the person appointed as the deputy chairperson under clause 50.2. |
| **Director** | includes any person occupying the position of director of the Company. |
| **Directors** | means all or some of the Directors acting as a board. |
| **Executive** | has the meaning given to that term by clause 50.1. |
| **Financial Year** | means the period of 12 months beginning on 1 July of any year and ending on 30 June of the succeeding year provided that the first financial year will include the period commencing on date of registration of the Company and ending on 30 June of the immediately following year. |
| **Full Member** | means an organisation admitted as a 'Full Member' under clause 5 or transferred to 'Full Member' under clause 10. |
| **Gift Fund Account** | means the gift fund account established under clause 60. |
| **GST** | has the meaning given to that term by the GST Act. |
| **GST Act** | means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or any replacement or other relevant legislation and regulations. |
| **GST Amount** | has the meaning given to that term by clause 63.3. |
| **Independent Director** | has the meaning given to the term by clause 29.2(b). |
| **Indemnified Officer** | has the meaning given to that term by clause 63.3. |
| **ITAA** | means the *Income Tax Assessment Act 1936* (Cth) or the *Income Tax Assessment Act 1997* (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company |
| **Member** | means a Full Member. |

| | |
|---|---|
| **Membership Fee** | means the fee described in clause 6.1. |
| **Member Representative** | means a person appointed under clause 9.1 as a representative of a Member. |
| **Region** | means each of the separate areas identified in on the map attached at Annexure A, which may be varied or replaced by the Board from time to time. |
| **Regional Director** | has the meaning given to that term by clause 30.2. |
| **Register** | means the register of Members of the Company. |
| **Seal** | means the Company's common seal (if any). |
| **Secretary** | means any person appointed by the Directors to perform any of the duties of a secretary of the Company and if there are joint secretaries, any one or more of such joint secretaries. |
| **Tax Invoice** | has the same meaning as in the GST Act, including any applicable legislative determinations and public rulings issued through the Australian Taxation Office. |
| **Treasurer** | means the person appointed as treasurer under clause 50.2. |
| **Torres Strait Islander** | means a person who:<br>(a) is a member of the Torres Strait Islander race of Australia;<br>(b) is indigenous to Australia (for the purposes of government); and<br>(c) is a descendent who identifies as a Torres Strait Islander and is accepted by the Torres Strait Islander Community as a Torres Strait Islander person. |

## Annexure A - Regions