



# CONSTITUTION

17 September 2012

G21 - Geelong Region Alliance



*G21 is the formal alliance of government, business and community organisations, working together to improve people's lives in the Geelong Region.*

## CONTENTS

1.	NAME	3
2.	OBJECTIVES OF THE COMPANY	3
3.	DEFINITION OF WORDS AND EXPRESSIONS	4
4.	VALUES AND PRINCIPLES	5
5.	NO ASSETS OR INCOME TO BE DISTRIBUTED TO MEMBERS	7
6.	MEMBERSHIP OF THE COMPANY	7
7.	REGISTER OF MEMBERS	8
8.	BOARD OF DIRECTORS	8
9.	COUNCIL NOMINATED DIRECTORS	9
10.	ELECTED DIRECTORS	9
11.	RESTRICTION ON ACTING AS AN ELECTED DIRECTOR	10
12.	TERM IN OFFICE	11
13.	POSITION VACANCIES	11
14.	CHAIRPERSON OF THE BOARD (THE CHAIRPERSON)	12
15.	ROLE OF THE BOARD	12
16.	DUTY OF DIRECTORS	12
17.	PROCEEDINGS OF THE BOARD	13
18.	VOTING AT BOARD MEETINGS	13
19.	COMMITTEES	13
20.	CHIEF EXECUTIVE OFFICER	14
21.	CHIEF EXECUTIVE OFFICER'S GENERAL DUTIES	14
22.	CHIEF EXECUTIVE OFFICER'S FINANCIAL AND COMPLIANCE RESPONSIBILITIES	14
23.	CHIEF EXECUTIVE OFFICER TO HAVE CUSTODY OF THE COMMON SEAL	15
24.	GENERAL MEETINGS OF THE COMPANY	15
25.	PROCEEDINGS AT GENERAL MEETINGS	16
26.	PROXY VOTING AT MEETINGS	17
27.	MINUTES TO BE CONFIRMED AND SIGNED	17
28.	FINANCE	17
29.	FINANCIAL CONTRIBUTIONS	18
30.	CUSTODY AND INSPECTION OF BOOKS AND RECORDS	18
31.	BORROWINGS AND INVESTMENTS	18
32.	INDEMNITY	19
33.	AUDITOR	19
34.	DISSOLUTION	20
35.	LIABILITY OF MEMBERS	20

# CORPORATIONS ACT

## CONSTITUTION OF

### G21 - GEELONG REGION ALLIANCE LTD

A Company Limited by Guarantee and not having a Share Capital  
(Refer to Clause 35 - Liability of Members)

#### PART ONE

#### MATTERS OF A GENERAL NATURE

##### 1. NAME

1.1 The name of the incorporated Company is G21 - Geelong Region Alliance Ltd.

##### 2. OBJECTIVES OF THE COMPANY

2.1 The objective of G21 - Geelong Region Alliance Ltd is to foster and undertake actions that will support sustainable growth and development of the Region. Regard will be given to:

- 2.1.1 Legislative requirements;
- 2.1.2 Available resources;
- 2.1.3 Economic, social and environmental values; and
- 2.1.4 Respecting individual differences between communities.

2.2 The functions of the Company are to build on the existing social, economic and environmental capacity of the Region and to plan and create a sustainable future for the wellbeing of the communities of the Region. This will be achieved through:

- 2.2.1 **Planning:** The maintenance of a Region Strategic Plan that sets out strategies, objectives and actions through consultation with key stakeholders and the community.
- 2.2.2 **Co-ordination:** Ensuring a co-ordinated and integrated approach to the development of the Region Strategic Plan.
- 2.2.3 **Advocacy:** On behalf of the Region to secure funding and influence planning and policy decisions to facilitate the activities of the Company.
- 2.2.4 **Implementation:** Ensuring Region plans and projects are implemented giving regard to Clause 2.1.
- 2.2.5 **Performance Measurement and Indicators:** The setting and monitoring of Region performance indicators, targets and measures.
- 2.2.6 **Research:** The promotion and commissioning of research into activities which underpin the objectives of the Company.

2.2.7 **Reporting:** Ensuring the development, management and reporting to:

2.2.7.1 Members of the Company; and

2.2.7.2 The Region and wider as appropriate.

2.3 In the event that this Constitution is silent on any matter or issue, reference to the Corporations Act and associated Regulations will be made.

### 3. DEFINITION OF WORDS AND EXPRESSIONS

Words or expressions contained in this constitution, unless the contrary intention appears, shall have the following meanings:

**Act** means the Corporations Act 2001 and any statutory modification or re-enactment thereof for the time being in force.

**Board** means the Board of Directors of the Company comprised of Council Nominated Directors and Elected Directors.

**Chairperson** means the Chairperson of the Board.

**Chief Executive Officer** means an officer appointed by the Board to execute or oversee the execution of all Board decisions and to ensure that the Company's affairs are conducted in compliance with this Constitution, the Region Strategic Plan, the directions of the Board and the law.

**Committee** means any committee formed by the Board to assist with the governance of the Company.

**Company** means the G21 - Geelong Region Alliance Ltd.

**Company Secretary** means the person appointed by the Board to carry out the responsibilities of a Company Secretary as defined by the Act.

**Council Nominated Director** means a Director nominated by a Participating Council in accordance with clause 9.

**Council Officer** means an employee of the relevant Participating Council of such seniority and/or with such skills as the Participating Council determines to be an appropriate Director.

**Director** means a Member of the Board of the Company as a Council Nominated Director or Elected Director.

**Elected Director** means a Director elected by the Members or appointed in accordance with Clause 13.

**Extraordinary General Meeting** means a meeting of Members convened in accordance with Clauses 24, 25 and 26.

**Financial year** means the period commencing 1 July and ending 30 June in the following calendar year.

**G21** is the brand name of the Geelong Region Alliance with “G” broadly referring to “Goals” or “Group” and “21” being the 21 Century.

**General Meeting** means the annual general meeting of Members and any meeting of Members apart from the annual general meeting to be known as an Extraordinary General Meeting.

**Member** means a Participating Council or Organisation approved for Membership of the Company in accordance with Clause 6.

**Member Representative** means the representative nominated by the Member to exercise the powers of the Member in accordance with clause 6.

**Memorandum of Understanding** means an agreement between the Company and a Participating Council.

**Officer** means a Director or Secretary of the Company.

**Organisation** means statutory body, State and Federal government department, government agency, company, incorporated association, partnership or sole trader who conducts a business, trade or enterprise.

**Participating Councils** means the Councils that have signed a Memorandum of Understanding with the Company.

**Region** means geographical area representing the municipal districts of Participating Councils.

**Region Strategic Plan** means a plan that sets out strategies, objectives and activities of the Company in relation to its functions as provided in Clause 2 of this Constitution.

**Register** means the Register of Members referred to in Clause 7.

**Regulations** means regulations under the Act.

**Secretary** means Company Secretary as appointed by the Board.

**Special Resolution** means a resolution passed by 75% of Members present and entitled to vote on the resolution at a General Meeting convened for the purposes of considering the resolution of which notice has been given to all Members in accordance with the Act.

**Vacancy** means the retirement, resignation, removal from office or other circumstance that results in an unfilled office of Council Nominated Director, Elected Director or Chairperson.

## 4. VALUES AND PRINCIPLES

The Company is founded and administered to pursue the following values and principles:

### 4.1 G21 VALUES

#### **Sustainability**

The Region’s community, economy and environment are interdependent and outcomes must foster sustainable relationships.

**Community Engagement**

The regional community's diversity of needs requires broad involvement in planning, delivering and evaluating outcomes.

**Community Wellbeing and Capability**

Outcomes must add to the overall wellbeing and capability of the regional community.

**4.2 G21 PRINCIPLES****Building Consensus**

Developing a common Vision, goals and objectives, sharing information and joint support of projects builds trust and benefits the Region.

**Building Partnerships**

A key driver of the Company is building relationships to enhance coordinated regional planning that encourages innovative and efficient use of resources.

**Communication**

Open communication underpins the Company as an imperative that will foster understanding, coordination, cooperation and alignment of purpose and outcomes.

**Community Focussed**

Identifying those served by a project, distinguishing their needs and involving them purposefully in planning, implementation and evaluation processes.

**Diverse Non-Partisan Membership**

A diverse non-partisan membership recognises and values the role that each sector and the community has in planning for the Region's future and therefore ensures membership is balanced and representative of all interests.

**Resourcing**

Partners will collectively identify resources outside of the Company to fund activities or projects beyond the scope or means of any single public or private organisation.

**Support Existing Efforts**

The Company enhances rather than duplicates the efforts of existing public and private organisations working on social and economic development and environmental sustainability.

**Sustainability**

The Region's community, economy and environment are interdependent and outcomes must foster sustainable relationships.

**4.3 MEMORANDUM OF UNDERSTANDING**

The Company may enter into a Memorandum of Understanding with Participating Councils the purpose of which will inter alia be to articulate the arrangements and expectations between the Company and a Participating Council as funding partners for the purposes of the core operations of the Company.

The Company and each Participating Council will comply with the provisions of the Memorandum of Understanding. In the circumstances of any inconsistency between this Constitution and the Memorandum of Understanding, this Constitution shall prevail.

## **5. NO ASSETS OR INCOME TO BE DISTRIBUTED TO MEMBERS**

- 5.1 The income and property of the Company, whensoever derived, shall be applied solely towards the promotion of the objects of the Company as contained in this constitution, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Company.
- 5.2 Provided that nothing herein shall prevent the payment, as good faith compensation by the Company:
  - 5.2.1 of reasonable and proper remuneration to any Officer or servant of the Company, or to any Member of the Company in return for any services actually rendered to the Company; and
  - 5.2.2 of reasonable and proper rent for premises demised or let by any Member to the Company.

## **6. MEMBERSHIP OF THE COMPANY**

- 6.1 Any Organisation with operations based in the Region is eligible to be a Member.
- 6.2 Individual persons are not eligible to be a Member, however being a Member is not a prerequisite for participating in G21 activities.
- 6.3 The application of an Organisation to become a Member must be made in writing and lodged with the Secretary and be in such a form that the Board determines.
- 6.4 As soon as is practicable after the receipt of an application, the Secretary shall refer the nomination to the Board.
- 6.5 The Board must determine whether to approve or reject the application.
- 6.6 If the Board approves an application to become a Member, the Board must as soon as practicable notify the applicant in writing that the application has been approved.
- 6.7 If the Board approves an application, the Secretary must within 28 days enter the applicant's name in the Register.
- 6.8 An applicant becomes a Member and is entitled to exercise the rights of a Member when its name is entered in the Register.
- 6.9 If the Board rejects an application, the Board must, as soon as practicable, notify the applicant in writing that the application has been rejected.
- 6.10 A right, privilege or obligation of an Organisation by reason of being a Member is not capable of being transferred or transmitted to another Organisation.
- 6.11 A Member will continue to be a Member until it resigns, is expelled in accordance with clause 6.12, 6.13 or 6.14, or otherwise ceases to be a Member.

- 6.12 A Member shall be expelled and their name erased from the Register if a Special Resolution is passed to that effect at a General Meeting.
- 6.13 If any Member or Member Representative shall wilfully refuse or neglect to comply with the provisions of the Constitution of the Company, or shall be guilty of any conduct which in the opinion of the Board is unbecoming of a Member or prejudicial to the interest of the Company, the Board shall have power to expel the Member and erase their name from the Register. At least one week before the meeting of the Directors at which a resolution for expulsion is to be considered, the Member shall be provided notice in writing of such meeting and of the intended resolution for expulsion and of the grounds on which it is based and further notifying that the Member shall have a right to provide any statement of explanation or defence to on or about the matters to be considered and of the Member's right to address the Board at the meeting convened to consider the proposed resolution. At the meeting of the Board at which the resolution for expulsion is considered, before the passing of such resolution, the Member Representative shall be given an opportunity of submitting either orally or in writing any statement explanation of or defence against the resolution. The Chair shall have a complete discretion as to the terms upon which such representations can be made, including as to length, and the process which will be followed, including the right for Directors to question the Member Representative in relation to matters raised as the Chair thinks fit.
- 6.14 If a Member does not pay membership fees within 3 months of such fees falling due, the Board may determine that the membership of the Member has ceased, and upon such membership ceasing, the name of the Member shall be removed from the Register.
- 6.15 The rights of a Member shall be exercised by a Member Representative nominated in writing by the Member who will exercise the powers of the Member subject to any restrictions placed on such powers by the Member in nominating the Member Representative. Where for the purposes of this Constitution a Member is required to do any act or thing, or where it is required to give meaning or efficacy to this Constitution a reference to a Member shall be or include a reference to a Member Representative and vice versa.

## **7. REGISTER OF MEMBERS**

- 7.1 The Secretary must keep and maintain a Register of Members containing:
- 7.1.1 the name and address of each Member; and
  - 7.1.2 the date on which each Member's name was entered in the Register and, where relevant, the date any Member ceased to be a Member.

## **PART TWO**

### **MATTERS RELATING TO THE BOARD AND ITS STRUCTURE**

## **8. BOARD OF DIRECTORS**

- 8.1 A Board of Directors shall oversee and control the affairs of the Company as defined by the Act.

8.2 The Board:

- 8.2.1 shall operate in accordance with the provisions of this Constitution, the Act and any applicable Regulations;
- 8.2.2 shall exercise all such powers and functions as may be exercised by the Company other than those powers and functions that are required by this Constitution to be exercised by general meetings of the Company; and
- 8.2.3 subject to this Constitution, the Act and the Regulations, has the power to perform all such acts and things as appear to the Board of Directors to be essential for the proper management of the business and affairs of the Company.

8.3 The Board shall comprise:

- 8.3.1 the Council Nominated Directors; and
- 8.3.2 five Elected Directors.

8.4 No Director may appoint an alternate director to act in his or her place.

## 9. COUNCIL NOMINATED DIRECTORS

- 9.1 Each Participating Council shall nominate two persons as a Council nominated Director, comprising:
  - 9.1.1 one of its Councillors; and
  - 9.1.2 one of its Council Officers.
- 9.2 Where a Vacancy occurs in the office of Council Nominated Director the relevant Participating Council shall notify the Board of a replacement nominee whose appointment in his or her respective capacity shall be automatic.
- 9.3 A Participating Council may at any time remove either of its Council Nominated Directors and replace this person with another nominee of its choosing by notifying the Board, and the appointment of such replacement nominee in his or her capacity shall be automatic.

## 10. ELECTED DIRECTORS

- 10.1 The Elected Director shall be elected at the Annual General Meeting of the Company.
- 10.2 Nominations for election to the office of Elected Director shall:
  - 10.2.1 be made in writing in such a form as the Board may from time to time determine;
  - 10.2.2 be signed by the candidate;

- 10.2.3 be signed by a proposer and seconder, each of whom is a Member Representative; and
- 10.2.4 be lodged with the Company not less than twenty one (21) days before the Annual General Meeting at which the election is to take place.
- 10.3 When the number of candidates does not exceed the number of Vacancies in the office of Elected Director no ballot is to be held and the Chairperson shall declare all such candidates duly elected.
- 10.4 When the number of candidates duly proposed for election to the Board exceeds the number of Vacancies in the office of Elected Director a ballot shall be taken at the Annual General Meeting.
- 10.5 A ballot held pursuant to Clause 10.4 shall be conducted as follows:
  - 10.5.1 each Member Representative present or by proxy shall be handed a ballot paper containing in alphabetical order the names of candidates;
  - 10.5.2 each ballot paper is to be initialled by the Company Secretary or Chairperson;
  - 10.5.3 a Member's vote shall be recorded by striking out the names of all those candidates for whom the member does not wish to vote leaving only the name or names of those candidates for whom they wish to vote;
  - 10.5.4 in the event that the Member leaves more names on the list than there are positions to be filled the Member's ballot paper shall be declared invalid;
  - 10.5.5 the Chairperson shall declare elected the candidate or candidates for whom the greatest number of votes is or are cast;
  - 10.5.6 in the event of candidates for whom the same number of votes is cast the Chairperson shall have a determining or casting vote; and
  - 10.5.7 if a ballot is held pursuant to this clause, the Chairperson shall appoint one or more scrutineers to conduct the ballot. The scrutineers shall count the votes cast for each candidate and notify the Chairperson of the result of the count.
- 10.6 A Vacancy shall be deemed to occur where the term of office of an Elected Director pursuant to clause 12 expires.

## **11. RESTRICTION ON ACTING AS AN ELECTED DIRECTOR**

- 11.1 No person who is a Councillor or Council Officer of any Participating Council shall be eligible to be an Elected Director.
- 11.2 An Elected Director must be a Member Representative of an Organisation.

## 12. TERM IN OFFICE

- 12.1 The term in office for Elected Directors shall be two (2) years. An Elected Director shall hold office until the end of the Annual General Meeting at which time his or her term in office ends. Subject to any specific provision to the contrary in this Constitution or as may otherwise be provided by the Act all Directors shall be eligible for reappointment or re-election.
- 12.2 No Elected Director shall hold office for more than three consecutive two year terms. When an Elected Director has concluded a third consecutive two year term in office they must vacate the office of Elected Director for a minimum of one year following which he or she is eligible for re-election.

## 13. POSITION VACANCIES

- 13.1 A Director may resign from office by giving the Company notice in writing.
- 13.2 A Director ceases to be a Director if that Director:
  - 13.2.1 becomes of unsound mind or a person whose property is liable to be dealt with under a law relating to mental health;
  - 13.2.2 resigns;
  - 13.2.3 is declared bankrupt;
  - 13.2.4 is absent from three consecutive Board meetings without approval of the Board;
  - 13.2.5 attends less than 75% of Board meetings conducted in a financial year without approval of the Board;
  - 13.2.6 is removed from office by his or her nominating Participating Council;
  - 13.2.7 ceases to be a Director by virtue of the Act;
  - 13.2.8 becomes prohibited from being a Director of a company by reason of an order made under the Act;
  - 13.2.9 being an Elected Director is a Member Representative of an Organisation directly or indirectly interested in any contract or proposed contract with the Company provided, however, that such Elected Director shall not vacate their office by reason of their being a Member Representative of any corporation, society or association which has entered or proposes to enter into a contract with the Company if the Elected Director has declared the nature of his or her interest in manner required by the Act;
  - 13.2.10 holds any office for profit under the Company without the consent of the Company in a General Meeting; or
  - 13.2.11 is a Council Nominated Director of a Participating Council which ceases to be a Member.
- 13.3 If a Vacancy occurs in the position of a Council Nominated Director, the Board shall seek a replacement nominee from the relevant Council.

- 13.4 If a Vacancy occurs in the position of an Elected Director the Board shall appoint another person to fill that Vacancy.

An Elected Director appointed by the Board to fill a Vacancy shall complete the term in office of the vacating Elected Director.

#### **14. CHAIRPERSON OF THE BOARD (THE CHAIRPERSON)**

- 14.1 The Chairperson shall be elected by the Board from among the Directors.
- 14.2 The Chairperson shall hold office for a two (2) year term or until such time he or she is no longer a Director. At the end of his or her term as Chairperson he or she may nominate for re-election as Chairperson.
- 14.3 The Board may at any time revoke the appointment of the Chairperson in accordance with Clauses 14.4 and 14.5 and elect another Director to that office following revoking the appointment of the Chairperson.
- 14.4 A resolution to revoke the appointment of the Chairperson pursuant to Clause 14.3 must carry the votes of not less than two thirds of Directors present (if necessary the number of votes required to pass the resolution should be rounded up to the nearest integer) to be successful.
- 14.5 All Directors must receive five (5) working days' notice of any resolution proposed to revoke the appointment of the Chairperson pursuant to Clause 14.4.

#### **15. ROLE OF THE BOARD**

- 15.1 The Board oversees the management of the Company and directs and controls its affairs.
- 15.2 Subject to the provisions of the Act and this Constitution the Board may, by resolution, authorise any person as the Board thinks fit to exercise any powers of the Board, which are delegable by law.
- 15.3 All cheques, promissory notes, drafts bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed in a manner as the Board determines from time to time.

#### **16. DUTY OF DIRECTORS**

##### **16.1 Duty to act in the best interest of the Company**

A Director must act in the best interest of the Company governed. A Director's first loyalty is to the Company, not to individual members or groups of Members or to other organisations or other parties.

##### **16.2 Duty of care and diligence**

In the exercise of his or her powers or the exercise of his or her duties, a Director must exercise the degree of care and diligence that a reasonable person in a like position in an organisation would exercise in the Company's circumstances.

**16.3 No improper use of inside information**

A Director or former Director must not, in relevant circumstances, make improper use of information acquired by virtue of his or her position to gain, directly or indirectly, an advantage for him or herself as or for any other person or to cause detriment to the Company.

**16.4 No gain by improper use of the position**

A Director must not, in relevant circumstances, make improper use of his or her position to gain, directly or indirectly, an advantage for him or herself as or for any other person or to cause detriment to the Company.

**16.5 Not to trade while insolvent**

A Director must not permit the Company to trade while insolvent.

**16.6 Duty to avoid a conflict of interest**

A Director is bound to avoid any conflict between their personal interests and those of the Company.

**17. PROCEEDINGS OF THE BOARD**

17.1 The Board shall meet at least six (6) times in each year or as required at such place and time as the Board may determine with reasonable notice of the meeting to be given to the Directors.

17.2 The quorum for a meeting of the Board shall be a majority in numbers of the Directors.

17.3 At meetings of the Board, the Chairperson, or in his or her absence, a Director selected by the Board, shall preside.

**18. VOTING AT BOARD MEETINGS**

18.1 At all Board meetings all questions are to be decided by a show of hands and the decision of the majority of Directors is the decision of the meeting.

18.2 In the event that there is an equality of votes, the Chairperson shall have the casting vote.

**19. COMMITTEES**

19.1 The Board shall establish an Audit and Risk Committee which shall be governed by such provisions as the Board determines.

19.2 The Board may establish any other committee and delegate any powers of the Board, which are delegable by law.

## PART THREE

### MATTERS RELATING TO THE CHIEF EXECUTIVE OFFICER

#### 20. CHIEF EXECUTIVE OFFICER

20.1 The Board shall appoint a person as Chief Executive Officer of the Company.

#### 21. CHIEF EXECUTIVE OFFICER'S GENERAL DUTIES

21.1 The Chief Executive Officer must, on behalf of the Board, make appropriate arrangements for the recording of minutes of the proceedings and resolutions of Board meetings, Board committee meetings, Annual General and Special Meetings. Subject to the direction of the Board, the Chief Executive Officer is responsible for:

21.2.1 the day-to-day management of the Company;

21.2.2 appointment and supervision of all staff; and

21.2.3 dealing with the correspondence of the Company and for the custody of books, records, documents and securities of the Company.

#### 22. CHIEF EXECUTIVE OFFICER'S FINANCIAL AND COMPLIANCE RESPONSIBILITIES

22.1 The Chief Executive Officer acting within delegations determined by the Board from time to time:

22.1.1 is responsible for the collection and receipt of all monies due to the Company;

22.1.2 shall ensure that all funds are paid into a bank account in the name of the Company and are held for the Company;

22.1.3 must ensure that all expenditure is in accordance with a protocol developed by the Board;

22.1.4 shall present to the Board at each Board meeting a financial statement that reflects an accurate record of the Company's finances to that point in time;

22.1.5 must ensure that proper accounts are kept for the Company and that the accounts of the Company are audited each year in accordance with the Act and any requirement imposed by Government policy or law and submitted to the Annual General Meeting as required by the Act;

22.1.6 must assist the Secretary to comply with the obligations of the Company to make documents available for inspection by a Member in accordance with the provisions of this Constitution;

22.1.7 must ensure that all returns and reports are prepared and lodged in accordance with the Act;

- 22.1.8 must ensure that the Company complies with any requirement of any Government grant or funding authority; and
- 22.1.9 must ensure that the Company complies with all relevant laws, in particular the Act.

### **23. CHIEF EXECUTIVE OFFICER TO HAVE CUSTODY OF THE COMMON SEAL**

- 23.1 The common seal of the Company must be kept in the safe custody of the Chief Executive Officer.
- 23.2 The Chief Executive Officer must ensure that the common seal is only affixed to an instrument after the Board has given that authority.
- 23.3 The Chief Executive Officer must ensure that the affixing of the common seal is attested to by the signature of two Directors or one Director and the signature of the Chief Executive Officer.

## **PART FOUR**

### **MATTERS RELATING TO THE CONDUCT OF MEETINGS**

**Note: Unless specified, the following Clauses in PART FOUR apply to the two types of meeting involving members being the Annual General Meeting and Extraordinary General Meetings.**

### **24. GENERAL MEETINGS OF THE COMPANY**

- 24.1 An annual general meeting of the Company shall be held in accordance with the provisions of the Act. All General Meetings, other than the annual general meetings, shall be called Extraordinary General Meetings.
- 24.2 A minimum of two Directors may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall be convened on such requisition, or in default may be convened by such requisition as provided by the Act.
- 24.3 Subject to the provisions of the Act relating to Special Resolutions and agreements for shorter notice, twenty one days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place the day and the hour of meeting, and in case of special business the general nature of that business, shall be given to such persons as are entitled to receive such notice from the Company.
- 24.4 All business shall be special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, the reports of the Directors and Auditors, the election of Directors and other Officers in the place of those retiring, and the appointment of the Auditors.

## 25. PROCEEDINGS AT GENERAL MEETINGS

- 25.1 No business shall be transacted at any General Meeting unless a quorum of Members (Member Representatives) is present at the time when the meeting proceeds to business. The quorum for a meeting of Members is ten Member Representatives present in person.
- 25.2 If within half an hour from the time appointed for the General Meeting a quorum is not present, the General Meeting, if convened upon the requisition of Members or Directors pursuant to clause 24.2 of this Constitution, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Member Representatives present (being not less than three) shall be a quorum.
- 25.3 The Chairperson of the Board shall preside as Chairperson at every General Meeting of the Company, or if there is no Chairperson of the Board, or if the Chairperson is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, a Director selected by the Board will be Chairperson of the meeting.
- 25.4 The Chairperson of the meeting may, with the consent of any General Meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjournment meeting shall be given as in the case of an original meeting. Save as mentioned above, it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.
- 25.5 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- 25.5.1 by the Chairperson of the meeting; or
- 25.5.2 by at least three Member Representatives present in person.
- Unless a poll is so demanded a declaration by the Chairperson of the meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.
- 25.6 If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairperson of the meeting directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on a question of adjournment shall be taken forthwith.
- 25.7 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

- 25.8 A Member Representative may vote in person and on a show of hands. Every Member Representative shall have one vote and on a poll every Member Representative present shall have one vote.
- 25.9 The person who shall be entitled to represent a Participating Council at a meeting of members shall be the Councillor who fills the position as the Council Nominated Director for the relevant Participating Council, or in his or her absence the Council Officer of such Participating Council who is a Director, and where neither such Director is present such other person as is nominated in writing by the Participating Council and notified to the Secretary of the Company prior to the meeting.

## **26. PROXY VOTING AT MEETINGS**

- 26.1 Each Member Representative is entitled to vote at General Meetings or by proxy by notice given to the Secretary no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.
- 26.2 The notice shall be in such a form as the Board may from time to time determine.

## **PART FIVE**

### **MATTERS RELATING TO THE OPERATION OF THE COMPANY**

## **27. MINUTES TO BE CONFIRMED AND SIGNED**

- 27.1 The minutes of General Meetings and Board Meetings, must include the names of the persons present for each meeting and must be confirmed at a subsequent meeting and signed within one month of the subsequent meeting by a person presiding over that subsequent meeting.

## **28. FINANCE**

- 28.1 The financial year shall be from 1st July to 30th June.
- 28.2 An annual budget shall be prepared each year by the Chief Executive Officer for consideration at the last Board meeting before the end of the financial year.
- 28.3 The Company's financial transactions shall be through a financial institution approved by the Board and the signatories for any cheque accounts shall be in a manner as the Directors determine from time to time.
- 28.4 Directors shall not, by reason only of being such a Director, be liable to contribute towards the payment of the debts and liabilities of the Company or the costs, charges and expenses of the winding up of the Company.

## **29. FINANCIAL CONTRIBUTIONS**

- 29.1 A Memorandum of Understanding shall be agreed between the Company and Participating Councils.
- 29.2 The term of the Memorandum of Understanding will be for a rolling four year period and be reviewed annually by 31 March. The Memorandum of Understanding shall describe the funding commitments to be made by the Participating Councils to the Company, and other general and specific arrangements. If funding is not paid within 3 months of falling due, the Board may terminate that Council's 'Participating Council' status.
- 29.3 Annual Membership fees as determined by the Board from time to time shall be payable by Members on joining and once every financial year.

## **30. CUSTODY AND INSPECTION OF BOOKS AND RECORDS**

- 30.1 The Secretary must keep in their custody or control all books, documents and securities of the Company.
- 30.2 The Register and the financial reports or financial records the Company is required by law to maintain, however compiled, recorded or stored of the Company must be available for inspection free of charge to any Member Representative upon request subject to provisions relating to privacy as defined in relevant legislation.
- 30.3 A Member Representative may make a copy of any document made available pursuant to clause 30.2 subject to provisions relating to privacy as defined in relevant legislation.

## **31. BORROWINGS AND INVESTMENTS**

- 31.1 The Company may borrow money (or obtain any financial accommodation that has the same effect as borrowing money) provided that in any particular case:
  - 31.1.1 it has the approval of all Participating Councils; and
  - 31.1.2 complies with Section 144 of the Local Government Act 1989; and any statutory modification or re-enactment thereof for the time being in force.
- 31.2 Investments will be managed in accordance with Section 143(1) of the Local Government Act 1989 and any statutory modification or re-enactment thereof for the time being in force.

## 32. INDEMNITY

- 32.1 Save as may be prohibited by the Act, the Chief Executive Officer and every Director, auditor, delegate, manager, employee, agent and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability arising out of the execution of the duties of his or her office which is incurred by him or her in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application under the Act in which relief is granted to him or her by the Court in respect of any negligence, default, breach of duty or breach of trust.
- 32.2 Save as may be prohibited by the Act, the Company shall indemnify the Chief Executive Officer, every Director, Officer, auditor, delegate, manager, employee, agent and other officer for the time being of the Company for all damages and costs (including legal costs) for which any such person may become liable to any third party in consequence of any act or omission except wilful misconduct:
- (a) In the case of a Director or Officer made while acting on behalf of and with the express or implied authority of the Company; or
  - (b) In the case of an auditor, delegate, manager, employee, agent or other officer for the time being of the Company, performed or made in the course of and within the scope of his or her employment, duties or engagement by the Company.

## 33. AUDITOR

- 33.1 An auditor must be appointed at the Annual General Meeting.
- 33.2 If there is a vacancy in the office of auditor, the Board shall appoint a person to this office until the next Annual General Meeting.
- 33.3 Any auditor so appointed must be:
- 33.3.1.1 a registered company auditor;
  - 33.3.1.2 a person who is a member of the Australian Society of Certified Practising Accountants; or
  - 33.3.1.3 a person who is a member of the Institute of Chartered Accountants in Australia;
- and the auditor must not be:
- 33.3.2.1 a Director or former Director of the Board;
  - 33.3.2.2 an employee or employer of a Director of the Board;
  - 33.3.2.3 a Member of the same partnership, firm or business as a Director of the Board; or
  - 33.3.2.4 an employee of the Company.

- 33.4 The auditor must carry out such auditing as is required by the Board, Act and government authorities.
- 33.5 The scope of audit is limited to the financial arrangements and transactions under the direct control of the Company and therefore does not include activities or projects that come under the G21 banner but are financially controlled by other organisations.

## 34. DISSOLUTION

- 34.1 The Company may only be wound up and its assets disposed of by Special Resolution of Members at a meeting summoned for such purpose.
- 34.2 In the event of the Company being dissolved, the amount that remains after such dissolution and the satisfaction of all debts and liabilities shall be transferred to any association:
  - 34.2.1 with similar purposes or objectives;
  - 34.2.2 is not carried on for the profit or gain of its individual members; and
  - 34.2.3 is a fund, authority or institution approved by the Commissioner of Taxation under an item in section 302(1) of the Income Tax Assessment Act 1997.

## 35. LIABILITY OF MEMBERS

- 35.1 The liability of Members is limited.
- 35.2 If the Company is wound up every Member who:
  - 35.2.1.1 was a Member of the Company when winding up commenced; or
  - 35.2.1.2 had been a Member of the Company within 12 months of the commencement of winding up;must contribute to the property of the Company such sums up to \$20.00 as may be required for:
  - 35.2.2.1 payment of debts and liabilities of the Company contracted before the Member ceased to be a Member;
  - 35.2.2.2 payment of costs, charges and expenses of winding up; and
  - 35.2.2.3 the adjustment of rights of contributors amongst themselves.