

Constitution

Royal NSW Canine Council Health and Welfare Charity Limited

A Public Company Limited by Guarantee

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Table of Contents

1	Name of the Company	1
2	Type of Company	1
3	Replaceable Rules	1
4	Amending the Constitution	1
5	Definitions and Interpretation	1
	5.1 Definitions	1
	5.2 Interpretation	3
6	Objects	3
	6.1 Objects	3
	6.2 Income and Property	4
	6.3 Remuneration of Directors	4
	MEMBERSHIP	4
7	Admission to Membership	4
	7.1 Sole Member	4
	7.2 Member Responsibilities and Benefits	4
8	Membership Entitlements Not Transferable	5
9	Representative	5
10	Entrance Fee and Subscriptions	5
11	Cessation of Membership	6
	GENERAL MEETINGS	6
12	Convening of General Meetings	6
	12.1 AGMs	6
	12.2 Convening of General Meetings	6
13	Notice of General Meeting	6
14	Cancellation or Postponement of General Meeting	7
	PROCEEDINGS AT GENERAL MEETINGS	7
15	Quorum	7
16	Chairperson	8
17	Adjournments	8
18	Determination of Questions	9
19	Disqualification	9
20	Objection to Qualification to Vote	9
21	Right of Non-Members to Attend General Meeting	9
	PROXIES	9
22	Right to Appoint Proxies	9

23	Appointing a Proxy	9
	23.1 Appointing a Proxy	9
	23.2 Instrument of Proxy	10
24	Lodgement of Proxies	10
25	Validity of Proxies	10
26	Rights of Proxies and Attorneys	11
	APPOINTMENT AND REMOVAL OF DIRECTORS	11
27	Number and Appointment of Directors	11
	27.1 Number of Directors	11
	27.2 Composition of Board	11
	27.3 Initial Board	12
	27.4 Appointed Directors	12
	27.5 Co-Opted Directors	12
	27.6 Term	12
	27.7 Office Bearers	12
28	General Right to Appoint Directors	13
29	Vacation of Office	13
30	Filling of Vacancies on the Board	14
31	Acting Office Bearers	14
32	Alternate Directors	14
	POWERS AND DUTIES OF DIRECTORS	14
33	Duties of Directors	14
34	Powers of Directors	15
35	Negotiable Instruments	15
36	Conferment of Powers	15
	DIRECTORS' DISCLOSURE OF INTEREST	15
37	Contracts	15
	PROCEEDINGS OF DIRECTORS	16
38	Meetings of Directors	16
39	Quorum	17
40	Chairperson	17
41	Voting	17
42	Resolutions by Directors	18
43	Committees	18
44	Validation of Acts of Directors	18
	MINUTES	19
45	Minutes	19

SECRETARY	19
46 Appointment and Tenure	19
BY-LAWS	19
47 By-Laws	19
EXECUTION OF DOCUMENTS	20
48 Execution of Documents	20
ACCOUNTS AND INSPECTION OF RECORDS	20
49 Accounts and Inspection	20
NOTICES	20
50 Service of Notices	20
WINDING UP	21
51 Winding Up	21
51.1 Surpluses arising from deductible donations	21
51.2 Other surpluses	22
INDEMNITY	22
52 Indemnity	22
53 Payment of Indemnity Policy Premium	23
54 Indemnity to Continue	23

1 Name of the Company

The name of the Company is Royal NSW Canine Council Health and Welfare Charity Limited.

2 Type of Company

- (a) The Company is a not-for-profit public company limited by guarantee.
- (b) Subject to this Constitution, the Member and each person who was a Member during the year ending on the day of the commencement of the winding up of the Company, undertakes to contribute to the property of the Company for:
 - (i) payment of debts and liabilities of the Company; and
 - (ii) payment of the costs, charges and expenses of winding up.
- (c) The amount that the Member or past Member is liable to contribute is limited to \$10.00.

3 Replaceable Rules

This Constitution displaces the Replaceable Rules to the extent that it is inconsistent with any Replaceable Rules.

4 Amending the Constitution

- (a) Subject to **clause 4(b)**, the Member may amend this Constitution by special resolution.
- (b) Any amendment to **clause 6** is of no effect unless the Company has obtained a letter from the ACNC confirming that such amendments would not adversely affect the Company's charitable status.

5 Definitions and Interpretation

5.1 Definitions

In this Constitution, unless there is something in the subject or context which is inconsistent:

ACNC means the Australian Charities and Not-for-Profits Commission.

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

ACNC Regulation means the *Australian Charities and Not-for-profits Commission Amendment Regulation 2013* (Cth).

Alternate Director has the same meaning given to it in section 201K of the Corporations Act.

Appointed Director means a Director appointed pursuant to **clause 27.4**.

Appointor means the board of directors of the Member.

Board means the board of Directors of the Company.

Business Day means a day that is not a Saturday, Sunday or public holiday in New South Wales.

By-Laws means the by-laws adopted and amended by the Board from time to time in accordance with **clause 47**.

Committee means a committee of the Board established in accordance with **clause 43**.

Company means Royal NSW Canine Council Health and Welfare Charity Limited.

Constitution means this constitution as amended or supplemented from time to time.

Co-Opted Director means a person appointed as a Director pursuant to **clause 27.5**.

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

DGR means a deductible gift recipient as defined by the law.

Director means any person holding the position of a director of the Company (and includes Appointed Directors and Co-Opted Directors) and **Directors** means the directors for the time being of the Company or, as the context permits, such number of them as have authority to act for the Company.

Entrance Fee means the entrance fee payable by the Member pursuant to **clause 10**.

Financial Director means a person appointed to that position pursuant to **clause 27.7(a)(iii)**.

Member means:

- (a) Royal New South Wales Canine Council Limited (ACN 062 986 118); or
- (b) a replacement member admitted pursuant to **clause 11(b)**;

and **Membership** has the corresponding meaning.

Member's Guarantee Amount means the amount referred to in **clause 2(c)**.

Objects means the objects of the Company as set out in **clause 6.1**.

Office means the registered office for the time being of the Company.

Office Bearer means a person holding any of the offices specified in **clause 27.7**.

Officer has the same meaning as given to that term in section 9 of the Corporations Act.

President means a person appointed to that position pursuant to **clause 27.7(a)(i)**.

Register means the register of the Member to be kept pursuant to the Corporations Act.

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

Representative means a person authorised in accordance with section 250D of the Corporations Act to act as a representative of a body corporate, as described in **clause 9**.

Secretary means the person appointed as the secretary of the Company and includes any assistant or acting secretary.

Special Resolution has the meaning given to it by the Corporations Act.

Subscription means the subscription fees payable by the Member pursuant to **clause 10**.

Vice-President means a person appointed to that position pursuant to **clause 27.7(a)(ii)**.

5.2 Interpretation

In this Constitution, unless there is something in the subject or context which is inconsistent:

- (a) the singular includes the plural and vice versa;
- (b) each gender includes the other two genders;
- (c) the word **person** means a natural person and any partnership, association, body or entity whether incorporated or not;
- (d) the words **writing** and **written** include any other mode of representing or reproducing words, figures, drawings or symbols in a visible form;
- (e) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (f) a reference to any clause or schedule is to a clause or schedule of this Constitution;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (h) an expression used in a particular Part or Division of the Corporations Act that is given by that Part or Division a special meaning for the purposes of that Part or Division has, unless the contrary intention appears, in any clause that deals with a matter dealt with by that Part or Division the same meaning as in that Part or Division; and
- (i) headings do not form part of or affect the construction or interpretation of this Constitution.

6 Objects

6.1 Objects

- (a) The object of the Company is to prevent or relieve the suffering of canines. The Company will achieve this object by:
 - (i) arranging short-term direct care for canines which have been lost, mistreated or are without owners;
 - (ii) arranging for the rehabilitation of orphaned, sick or injured canines which have been lost, mistreated or are without owners;
 - (iii) funding research into the causes, prevention or cure of diseases in canines;
 - (iv) creating and endowing scholarships and fellowships;
 - (v) providing education in relation to all aspects of canines;
 - (vi) arranging for the training of canines to assist people who are disadvantaged; and
 - (vii) anything ancillary to the Objects referred to in **clause 6.1(a)(i) to 6.1(a)(vi)**.
- (b) The Company can only exercise the powers in section 124(1) of the Corporations Act to:

- (i) carry out the Objects of the Company; and
- (ii) do all things incidental or convenient in relation to the exercise of power under **clause 6.1(b)(i)**.

6.2 Income and Property

- (a) The income and property of the Company will only be applied towards the promotion of the Objects of the Company.
- (b) No income or property of the Company will be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or otherwise to any Member of the Company. However nothing in this Constitution will prevent payment in good faith to the Member:
 - (i) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company;
 - (ii) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent to the Company;
 - (iii) of reasonable and proper rent for premises leased by any Member to the Company; or
 - (iv) of any surpluses or profits, so long as the Member is charitable, and has objects similar to the Objects of the Company.

6.3 Remuneration of Directors

No payment shall be made to any Director (except any executive Director in their capacity as an employee of the Company) other than the payment:

- (a) of out of pocket expenses incurred by the Director in the performance of any duty as a Director where the amount payable does not exceed an amount previously approved by the Board; and
- (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 Board and where the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable for the service.

MEMBERSHIP

7 Admission to Membership

7.1 Sole Member

The Company shall at all times only have one (1) Member which, subject to **clause 11(b)**, is Royal New South Wales Canine Council Limited (ACN 062 986 118).

7.2 Member Responsibilities and Benefits

- (a) The Member agrees to assume the liability to pay the Member's Guarantee Amount.
- (b) The Board will determine from time to time what additional benefits shall attach to Membership.

8 Membership Entitlements Not Transferable

A right, privilege or obligation which the Member has by reason of being the Member of the Company:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates on cessation of the person or entity's Membership.

9 Representative

- (a) The Member must appoint as its Representative a natural person. Normally (but not necessarily) the Representative will be the chairperson of the board (or a person holding a similar position to that of the chairperson of the board) of the Member.
- (b) The Member may appoint more than one (1) Representative, but only one (1) Representative may exercise the Member's powers at any one time.
- (c) The name and address of the Representative will be entered in the Register as the representative of the Member.
- (d) All correspondence and notices from the Company will be served on that Representative and any notice served on a Representative will be deemed to be service on the Member.
- (e) If the appointment of a Representative by the Member is made by reference to a position held, the appointment must identify the position.
- (f) Despite **clause 8**, the Member may remove and replace a Representative where the Member gives written notice to the Board in a form approved by the Board.
- (g) A signature by a Representative of the Member on behalf of the Member is taken to be the signature of the Member for the purposes of this Constitution.
- (h) Any power or right of the Member as granted by this Constitution can be exercised by the Representative of the Member.
- (i) The actions of a Representative bind the Member which is represented by that particular Representative.
- (j) Each Representative will comply with the terms of this Constitution in all matters pertaining to the Company as if the Member himself or herself.

10 Entrance Fee and Subscriptions

- (a) There shall be an Entrance Fee and annual Subscription payable by the Member to the Company, unless the Board determines otherwise.
- (b) Subject to **clause 10(c)**, the amount of the Entrance Fee and annual Subscription shall be payable by the Member at such times and in such manner as determined by the Board from time to time.
- (c) The Board may in its discretion:
 - (i) determine that no Entrance Fee or annual Subscription is payable by the Member in a given year; and
 - (ii) extend the time for payment of the Entrance Fee or annual Subscription by the Member.

- (d) No part of any Entrance Fee or annual Subscription shall be refunded to the Member who ceases to be a Member in accordance with **clause 11**.
- (e) Notwithstanding any other provision of this **clause 10**, the Entrance Fee or annual Subscription shall only be payable by the Member with the prior written consent of the Member which may be withheld in its absolute discretion.

11 Cessation of Membership

- (a) The Member's Membership will only cease if the Member resigns or has:
 - (i) a receiver;
 - (ii) a receiver and manager;
 - (iii) a liquidator;
 - (iv) an administrator;
 - (v) an administrator of a deed of company arrangement; or
 - (vi) a trustee of other person administering a compromise or arrangement between the Member and someone else;appointed to it.
- (b) In the event that the Member ceases to be the Member pursuant to **clause 11(a)**, the Board may admit a new Member to the Company, the choice of that new Member being within the full and unfettered discretion of the Board.

GENERAL MEETINGS

12 Convening of General Meetings

12.1 AGMs

Notwithstanding section 111L of the Corporation Act, the Company must convene and conduct AGMs in accordance with the provisions of the Corporations Act pertaining to AGMs.

12.2 Convening of General Meetings

- (a) Any three (3) Directors may, whenever those Directors think fit, convene a general meeting of the Company.
- (b) The Member shall be entitled to require a general meeting to be convened.
- (c) A general meeting of the Company may be convened at two (2) or more venues using any technology that gives the Member a reasonable opportunity to participate in the meeting.

13 Notice of General Meeting

- (a) Section 111L of the Corporations Act does not apply to the provisions of this **clause 13**.
- (b) Subject to consent to shorter notice being given in accordance with the Corporations Act, at least twenty one (21) days notice of any general meeting must be given specifying:

- (i) the place, day and hour of the meeting;
 - (ii) the general nature of any business to be transacted at the meeting;
 - (iii) if a Special Resolution is to be proposed, the details of and intention to propose it;
 - (iv) if the meeting is to be held in two or more places, the technology that will be used to facilitate this; and
 - (v) any other information required by the Corporations Act.
- (c) Notice of every general meeting must be given in any manner authorised by this Constitution to:
- (i) the Member;
 - (ii) every Director; and
 - (iii) the auditor for the time being of the Company (if any).

14 Cancellation or Postponement of General Meeting

- (a) Subject to the provisions of the Corporations Act (notwithstanding section 111L of the Corporations Act) and this Constitution, the Board may cancel a general meeting of the Company:
- (i) convened by the Board; or
 - (ii) which has been convened by the Member pursuant to **clause 12.2(b)** upon receipt by the Company of a written notice withdrawing the requisition signed by the Member.
- (b) The Board may postpone a general meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the Member relating to the original meeting.
- (c) Where any general meeting is cancelled or postponed or the venue for a general meeting is changed:
- (i) the Board must endeavour to notify in writing each person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by any means permitted by this Constitution and in the case of the postponement of a meeting, the new place, date and time for the meeting; and
 - (ii) any failure to notify in writing any person entitled to receive notice of the meeting or failure of a person to receive a written notice shall not affect the validity of the cancellation, the change of venue or the postponement of the meeting, except for a Representative of the Member or the Member.

PROCEEDINGS AT GENERAL MEETINGS

15 Quorum

- (a) No business may be transacted at any general meeting unless there is a quorum of Members present at all times during the meeting.

- (b) As there is only one (1) Member, one (1) Member shall constitute a quorum for all general meetings.
- (c) If within thirty (30) minutes after the time appointed for holding a general meeting a quorum is not present:
 - (i) the meeting, if convened upon the requisition of Member, shall be dissolved;
 - (ii) in any other case:
 - (A) it will stand adjourned to such other day, time and place as the Board may by notice to the Member appoint; and
 - (B) if at such adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the holding of the meeting, the meeting shall be dissolved.

16 Chairperson

- (a) The President shall preside at each general meeting.
- (b) Where a general meeting is held and:
 - (i) there is no President; or
 - (ii) the President is not present within thirty (30) minutes after the time appointed for the holding of the meeting or, if present, is unwilling to preside at the meeting,then the following person will preside at the meeting in lieu of the President in the order of availability set out below:
 - (iii) Vice-President;
 - (iv) Financial Director;
 - (v) another Director chosen by the Directors present at the meeting; and
 - (vi) a Representative of the Member.
- (c) The rulings of the chairperson of a general meeting on all matters relating to the order of business, procedure and conduct of the meeting shall be final and no motion of dissent from such rulings shall be accepted.

17 Adjournments

- (a) The chairperson of a general meeting at which a quorum is present:
 - (i) may adjourn a meeting with the consent of the meeting; and
 - (ii) must adjourn the meeting if the meeting so directs;to a time and place as determined.
- (b) No business may be transacted at any adjourned general meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.
- (d) It is not necessary to give any notice of an adjournment of a general meeting or of the business to be transacted at the adjourned meeting, except if the meeting

is adjourned for thirty (30) days or more in which case notice of the adjourned meeting must be given as in the case of an original meeting.

18 Determination of Questions

- (a) At any general meeting a resolution to be considered at the meeting shall be decided on the verbal vote of the Member.
- (b) Notwithstanding **clause 18(a)**, where not excluded from doing so by the law, the Member may pass a resolution by the Member recording it and signing the record.

19 Disqualification

No person other than:

- (a) a Representative of the Member; or
- (b) a proxy of:
 - (i) the Member; or
 - (ii) a Representative of the Member;

shall be entitled to a vote at a general meeting.

20 Objection to Qualification to Vote

Any challenge as to the qualification of a person to vote at a general meeting or the validity of any vote tendered may only be raised at the meeting and must be determined by the chairperson whose decision shall be final and conclusive and a vote allowed by the chairperson shall be valid for all purposes.

21 Right of Non-Members to Attend General Meeting

- (a) The chairperson of a general meeting may invite any person who is not the Member to attend and address a meeting.
- (b) Any auditor and any Director of the Company shall be entitled to attend and address a general meeting.

PROXIES

22 Right to Appoint Proxies

A Representative of the Member or the Member who is entitled to attend and vote at a general meeting of the Company may appoint a person as the Representative's or Member's proxy to attend and vote for the Representative or Member at the meeting.

23 Appointing a Proxy

23.1 Appointing a Proxy

The instrument appointing a proxy must be in writing signed by the appointor or the appointor's attorney duly authorised in writing or, if the appointor is a corporation, signed by an authorised officer or attorney of the corporation.

23.2 Instrument of Proxy

- (a) The instrument of proxy is valid if it contains the following information, and any additional information required by the Corporations Act (notwithstanding section 111L of the Corporations Act):
 - (i) the name of a Representative of the Member or Member;
 - (ii) the name of the Company;
 - (iii) the proxy's name or the name of the office of the proxy; and
 - (iv) the meetings at which the instrument of proxy may be used.
- (b) An instrument of proxy may be expressed to be a standing appointment. An instrument of proxy for a specified meeting is only valid for that meeting and any postponement or adjournment of that meeting.
- (c) An instrument of proxy shall not be treated as invalid merely because it does not specify all of the information required by **clause 23.2(a)**.
- (d) An instrument of proxy may be revoked at any time by notice in writing to the Company.

24 Lodgement of Proxies

- (a) An instrument appointing:
 - (i) a proxy and the power of attorney or other authority (if any) under which it is signed or executed or a certified copy of that power or authority; or
 - (ii) an attorney to exercise the Member's voting rights at a general meeting or a certified copy of that power of attorney,must be deposited at the Office or at such other place as is specified for that purpose in the notice convening the general meeting not less than forty eight (48) hours (or such shorter period as the Board may allow) before the time appointed for the holding of the meeting or adjourned meeting as the case may be at which the person named in the instrument proposes to vote. In default, the instrument of proxy or the power of attorney will not be treated as valid.
- (b) For the purposes of this **clause 24** it will be sufficient that any document required to be lodged by a Representative of the Member or the Member be received in legible form by facsimile at the place at which the document is required to be delivered by the Representative of the Member or the Member and the document shall be regarded as received at the time the facsimile was received at that place.
- (c) For the purposes of this **clause 24** it will be sufficient that any document required to be lodged by a Representative of the Member or the Member be received in legible form by email if the notice of meeting so permits at the address and in the form specified in the notice and the proxy shall be regarded as received at the time of the receipt of the email or other electronic transmission by the Company.

25 Validity of Proxies

A vote exercised pursuant to an instrument of proxy, a power of attorney or other instrument of appointment is valid notwithstanding:

- (a) the death or unsoundness of mind of the Representative of the Member;
- (b) the bankruptcy or liquidation of the Representative of the Member or the Member;
- (c) the revocation of the instrument of proxy or the power of attorney or any instrument under which the instrument or the power was granted,

if the Company has not received at its Office written notice of the death, unsoundness of mind, bankruptcy, liquidation or revocation at least forty eight (48) hours (or such shorter period as the Board may allow) prior to the time appointed for the holding of the general meeting or adjourned meeting, as the case may be, at which the instrument of proxy or the power of attorney is exercised.

26 Rights of Proxies and Attorneys

- (a) The instrument appointing a proxy will be taken to confer authority to demand or join in demanding a poll.
- (b) Subject to **clause 26(c)**, unless a Representative of the Member or the Member by the instrument of proxy directs the proxy to vote in a certain manner, the proxy may vote as the proxy thinks fit on any motion or resolution. Otherwise the proxy shall follow the voting instructions contained in the instrument of proxy.
- (c) A proxy will not be revoked by the appointor attending and taking part in any general meeting, but if the appointor votes on a resolution the person acting as proxy for the appointor shall not be entitled to vote in that capacity in respect of the resolution.
- (d) The chairperson of a general meeting may require any person acting as a proxy to establish to the satisfaction of the chairperson that he or she is the person nominated as proxy in the form of proxy lodged under this Constitution. If the person is unable to establish his or her identity, he or she may be excluded from voting.

APPOINTMENT AND REMOVAL OF DIRECTORS

27 Number and Appointment of Directors

27.1 Number of Directors

- (a) The Board of Directors shall consist of not less than eight (8) and not more than ten (10) persons.
- (b) Subject to section 201P of the Corporations Act, the Board may by resolution vary the number of Directors holding office from that referred to in **clause 27.1(a)**.

27.2 Composition of Board

The Board shall consist of:

- (a) eight (8) Appointed Directors; and
- (b) up to two (2) Co-Opted Directors appointed by the Board (the number to be decided by the Board) from time to time.

27.3 Initial Board

The Directors to hold office from the date that the Company is registered shall be:

- (a) Lynette Brown;
- (b) Brian Crump;
- (c) Hugh Gent;
- (d) Karen Hedberg
- (e) Francis Pieterse;
- (f) Christina Rafton;
- (g) Claire Wade; and
- (h) Paul Terrett.

27.4 Appointed Directors

- (a) All Appointed Directors shall be appointed by the Appointor. The Appointor must attempt to appoint persons to the Board who will bring skills, experience, loyalty and networks to the Board, to enable the Board to advance the Objects.
- (b) The Appointor may only appoint a person to the Board who has satisfied the Appointor that the person fulfils the conditions contained in subsection 45.20(3) of the ACNC Regulation.
- (c) The Appointor shall ensure at all times that the chairperson of the board of the Member is an Appointed Director.

27.5 Co-Opted Directors

- (a) The Board can appoint Co-Opted Directors to the Board to fill the positions provided for in **clause 27.2(b)**.
- (b) A Co-Opted Director shall be a person who will bring skills and experience to the Board to enable the Board to advance the Objects.

27.6 Term

- (a) The Appointed Director referred to in **clause 27.4(c)** shall hold office for a term of one (1) year, but shall be eligible for reappointment for further terms of one (1) year each,
- (b) Subject to **clause 27.6(a)**, Appointed Directors shall hold office for a term of two (2) years, but shall be eligible for reappointment for further terms of two (2) years each.
- (c) Co-Opted Directors shall hold office for a term of one (1) year, but shall be eligible for reappointment for further terms of one (1) year each.

27.7 Office Bearers

- (a) The Board shall, at the first meeting of the Board held following the registration of the Company and thereafter at the first meeting of the Board held after an AGM of the Company where an Office Bearer has retired, appoint from amongst the Appointed Directors sitting on the Board at the time of the Board meeting:
 - (i) a President;
 - (ii) a Vice-President;

- (iii) a Financial Director; and
 - (iv) such additional Office Bearer positions as the Board deems necessary from time to time.
- (b) The Office Bearers shall hold office for a term of one (1) year, but shall be eligible for reappointment for two (2) further terms of one (1) year each, provided that Office Bearers shall not hold office beyond their retirement or removal from the Board as an Appointed Director.
- (c) If any Office Bearer is temporarily absent or temporarily unable to perform his or her duties, the Board may authorise another Appointed Director to act in the vacant position during the absence or inability of the Office Bearer.
- (d) Nothing in this **clause 27.7** permits any person to simultaneously hold more than one position of Office Bearer.

28 General Right to Appoint Directors

The Board may act despite any vacancy in their body but if the number falls below the minimum fixed in accordance with **clause 27.1** the Board may act:

- (a) for the purpose of increasing the number of Directors to the minimum; or
 - (b) in emergencies;
- but for no other purpose.

29 Vacation of Office

- (a) Any Director may retire from office on giving written notice to the Company at the Office of his or her intention to retire and the resignation shall take effect at the time expressed in the notice (provided the time is not earlier than the date of delivery of the written notice to the Company).
- (b) The office of a Director shall become vacant if the Director:
 - (i) dies;
 - (ii) is an Appointed Director and is removed from the Board by the Appointor (and such removal can occur at any time and within the full and unfettered discretion of the Appointor);
 - (iii) becomes bankrupt or makes any arrangement or composition with creditors generally;
 - (iv) becomes prohibited from being a director of, or managing, a company by reason of any order made under the Corporations Act;
 - (v) has been disqualified by the Australian Charities and Not-for-Profits Commissioner, at any time during the preceding twelve (12) months, from being a responsible entity of a registered entity under section 45.20(4) of the ACNC Regulation;
 - (vi) becomes of unsound mind or a person whose personal estate is liable to be dealt with in any way under the law relating to mental health;
 - (vii) is removed from office by the Company in general meeting;
 - (viii) resigns by notice in writing to the Company; or

- (ix) is absent without permission of the Board from four (4) consecutive meetings of the Board.

30 Filling of Vacancies on the Board

- (a) In the event of a casual vacancy occurring on the Board:
- (i) in relation to an Appointed Director vacancy, the Appointor must appoint any person to fill that vacancy in accordance with **clause 27.4**; or
 - (ii) in relation to a Co-Opted Director vacancy, the Board can (subject to **clause 27.2(b)**) appoint any person in accordance with **clause 27.5**.
- (b) Any Director appointed pursuant to **clause 30(a)** shall hold office for the remainder of the term of the vacating Director.
- (c) In filling any vacancy on the Board, the Appointor or the Board (as the case may be) will attempt to review the skills matrix of the Board and find a replacement Director who has the skills to fill any gaps in that skills matrix.

31 Acting Office Bearers

- (a) In the event of a vacancy occurring in the position of President, the Vice-President shall assume office as acting President until the next meeting of the Board following an AGM at which time the Board shall elect a new President in accordance with **clause 27.7(a)** for either a full new term or for the balance of the term of the vacating President.
- (b) In the event of a vacancy occurring in the position of Vice-President, another Appointed Director (elected by the Directors at the next meeting of the Board) who is not President, determined by the Board, shall assume office as acting Vice-President until the next meeting of the Board following an AGM at which time the Board shall elect a new Vice-President in accordance with **clause 27.7(a)** for either a full new term or for the balance of the term of the vacating Vice-President.

32 Alternate Directors

Alternate Directors shall not be permitted.

POWERS AND DUTIES OF DIRECTORS

33 Duties of Directors

- (a) Each Director is subject to, and must comply at all times with, the duties set out in Governance Standard 5 in section 45.25 of the ACNC Regulation if the Company is legally required to comply with that regulation.
- (b) In accordance with Governance Standard 4 in section 45.20 of the ACNC Regulation, the Board will take reasonable steps to ensure that the Board does not at any time include a Director who is disqualified from managing a corporation under the Corporations Act or from being a responsible entity under subsection 45.20(4) of the ACNC Regulation.

34 Powers of Directors

- (a) The control, management and conduct of the Company shall be vested in the Board who shall exercise all such powers of the Company as are not by the Corporations Act, the ACNC Act, the ACNC Regulation or by this Constitution required to be exercised in any other manner.
- (b) A Director is, pursuant to section 187 of the Corporations Act, taken to have acted in good faith in the best interests of the Company even if that Director is acting in the best interests of the Member, if the following conditions are satisfied:
 - (i) the Director acts in good faith in the best interests of the Member; and
 - (ii) the Company is not insolvent at the time the Director acts and does not become insolvent because of the Director's act.

35 Negotiable Instruments

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, all requests or arrangements for electronic fund transfers and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed as the case may be by two (2) people authorised by resolution of the Board. The Board may authorise:

- (a) a Director(s);
 - (b) the chief executive officer of the Company; or
 - (c) another staff member of the Company or the Member,
- to sign such instruments.

36 Conferment of Powers

- (a) The Board may from time to time confer upon any Director for the time being or any other person as they may select such of the powers exercisable under this Constitution by the Board as it may think fit for such time and to be exercised for such purposes and on such terms and conditions and with such restrictions as it may think expedient.
- (b) Powers conferred under this **clause 36** may be exercised concurrently with the powers of the Board in that regard and the Board may from time to time withdraw, revoke or vary all or any of such powers.

DIRECTORS' DISCLOSURE OF INTEREST

37 Contracts

- (a) The Company may enter into contracts or arrangements with other companies or bodies in which a Director has an interest, provided it does so according to the usual commercial terms and conditions which apply to such contracts or arrangements.
- (b) Any interest of a Director must be dealt with in accordance with the provisions of the legislation, being either:

- (i) the Corporations Act; or
 - (ii) the ACNC Regulation;
- which shall include disclosing an interest and having the Secretary record all declarations in the minutes of the relevant meeting.
- (c) Subject to **clause 37(b)**, a Director who has an interest in a contract or arrangement made by the Company and has disclosed this interest to the Board may:
 - (i) not be present while the matter is being considered at a meeting;
 - (ii) not vote on the matter;
 - (iii) still 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;
 - (iv) not sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
 - (v) not vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
 - (d) A Director's failure to make disclosure under this **clause 37** does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest.
 - (e) A general notice given to the Board by a Director that the Director is an Officer, a member of, or otherwise interested in any specified corporation or firm stating the nature and the extent of the Director's interest in the corporation or firm shall, in relation to any matter involving the Company and that corporation or firm after the giving of the notice, be a sufficient disclosure of the Director's interest, provided that the extent of the interest is no greater at the time of first consideration of the relevant matter by the Board than was stated in the notice.

PROCEEDINGS OF DIRECTORS

38 Meetings of Directors

- (a) The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as it thinks fit, provided that the Board must meet not less than four (4) times each calendar year.
- (b) A Director may at any time, and the Secretary upon the request of a Director shall, convene a meeting of the Board by giving at least twenty four (24) hours notice of the meeting to all Directors, provided that the Director or Secretary must have used their best endeavours to ensure that the notice was properly served and received.
- (c) Notice of a meeting of the Board need not be in writing.
- (d) Subject to **clause 38(e)**, a Board meeting may be convened or held using any technology consented to by a majority of Directors. The consent may be a standing one. A Director may withdraw consent to the use of a particular technology within a reasonable time period before a Board meeting.

- (e) The particular technology used to convene or hold a Board meeting, pursuant to **clause 38(d)**, must be available and accessible to all Directors who wish to attend the Board meeting.
- (f) All resolutions of the Directors passed at a meeting of the Board where a quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such resolution, shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors. Attendance by a Director at a meeting of Directors waives any objection which that Director may have to a failure to give notice of the meeting.

39 Quorum

- (a) The quorum necessary for the transaction of the Board's business is five (5) Directors being personally present (or in conference in accordance with **clause 38**).
- (b) A quorum must be present at all times during the meeting.
- (c) A Director who is disqualified from voting on a matter pursuant to **clause 37** shall be counted in the quorum despite that disqualification.

40 Chairperson

- (a) The President shall, if present, preside as chairperson of every meeting of the Board.
- (b) If a meeting of Board is held and the President is:
 - (i) not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
 - (ii) if present, does not wish to chair the meeting,then the Vice-President shall preside as chairperson. If the Vice-President is:
 - (iii) not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
 - (iv) if present, does not wish to chair the meeting,then the other Appointed Directors present must elect one of their number to be the chairperson of the meeting.

41 Voting

- (a) A resolution of the Board must be passed by a majority of votes of the Directors present at the meeting who vote on the resolution. A resolution passed by a majority of the votes cast by the Directors will for all purposes be taken to be a determination of the Board.
- (b) Each Director shall have one (1) vote.
- (c) In case of an equality of votes at a meeting of the Board, the chairperson has a casting vote in addition to a deliberative vote.

42 Resolutions by Directors

- (a) The Board may pass a resolution without a Board meeting being held if all of the Directors sign a document containing a statement that they are in favour of the resolution set out in that document. For this purpose, signatures can be contained in more than one document.
- (b) A facsimile transmission which is received by the Company and which purports to have been signed by a Director shall for the purposes of this **clause 42** be taken to be in writing and signed by that Director at the time of the receipt of the facsimile transmission by the Company in legible form.
- (c) An email transmission which is received by the Company and which purports to have been sent by a Director shall for the purposes of this **clause 42** be taken to be in writing and signed by that Director at the time of the receipt of the email transmission by the Company.
- (d) A vote made by a Director using an online voting platform operated or commissioned by the Company shall for the purposes of this **clause 42** be taken to be in writing and signed by that Director at the time the vote was received by the online voting platform.

43 Committees

- (a) The Board may form and delegate any of its powers to a Committee consisting of such Directors and other persons as it thinks fit and may from time to time revoke such delegation.
- (b) The Board has the power to require any Committee to have all decisions made by that Committee ratified by the Board.
- (c) A Committee must in exercise of the powers delegated to it conform to any directions and restrictions that may be imposed on it by the Board. A power so exercised shall be taken to be exercised by the Board.
- (d) The meetings and proceedings of any Committee consisting of more than one person will be governed by the provisions for regulating the meetings and proceedings of the Board contained in this Constitution.
- (e) A minute of all the proceedings and decisions of every Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Corporations Act and this Constitution to be made entered and signed. A copy of such Committee minutes shall be tabled at the next Board meeting.

44 Validation of Acts of Directors

All acts done:

- (a) at any meeting of the Board; or
- (b) by any person acting as a Director,

shall, even if it is discovered afterwards that there was a defect in the appointment or continuance in office of any such Director or person or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had continued in office and was duly qualified to be a Director and had been entitled to vote.

MINUTES

45 Minutes

- (a) The Board must cause minutes to be kept in such a manner as is required by the Corporations Act (notwithstanding the application of section 111L of the Corporations Act, if any) for the purposes of recording:
- (i) the names of the Directors present at each meeting of the Board and of Directors present at each meeting of any Committee;
 - (ii) all orders, resolutions and proceedings of meetings of the Board and of Committees; and
 - (iii) such matters as are required by the Corporations Act or the ACNC Act or the ACNC Regulation to be recorded in the record books of the Company including without limitation all declarations made or notices given by any Director of his interest in any contract or proposed contract or the holding of any office or property whereby any conflict of duty or interest may arise.
- (b) Such minutes shall be signed by the chairperson of the meeting, or the chairperson of the next succeeding meeting and minutes which purport to be signed accordingly shall be received in evidence without any further proof as sufficient evidence that the matters and things recorded by such minutes actually took place or happened as recorded and of the regularity of such matters and things and that the same took place at a meeting duly convened and held.

SECRETARY

46 Appointment and Tenure

- (a) There must be at least one Secretary appointed by the Board for a term and on conditions determined by the Board.
- (b) The Board may remove any Secretary so appointed.

BY-LAWS

47 By-Laws

- (a) The Board may from time to time make such By-Laws as are in its opinion necessary and desirable for the proper control, administration and management of the Company's affairs, operations, finances, interests, effects and property and to amend and repeal those By-Laws from time to time.
- (b) A By-Law must be subject to this Constitution and must not be inconsistent with any provision contained in this Constitution.
- (c) The Board will adopt such measures as it deems appropriate to bring to the notice of the Member all By-Laws, amendments and repeals.

EXECUTION OF DOCUMENTS

48 Execution of Documents

- (a) Without limiting the manner in which the Company may execute any contract, including as permitted under section 127 of the Corporations Act, the Company may execute any agreement, deed or other document by:
- (i) two (2) Directors signing the same; or
 - (ii) any two (2) people (being individuals who have been authorised to execute any document on behalf of the Company in accordance with a schedule of delegated authority approved by the Board from time to time) signing the same.
- (b) Nothing in this Constitution requires the Company to execute any agreement, deed or other document under common seal for the same to be effectively executed by the Company.

ACCOUNTS AND INSPECTION OF RECORDS

49 Accounts and Inspection

The Board shall:

- (a) cause proper financial records to be kept and must, where required by the Corporations Act or the ACNC Act or the ACNC Regulation, prepare and distribute copies of the financial reports of the Company and a Directors' report in accordance with the requirements of the Corporations Act or the ACNC Act or the ACNC Regulation; and
- (b) where required by the Corporations Act or the ACNC Act, cause the financial records to be audited or reviewed by a properly qualified auditor or other entity authorised by the Corporations Act or the ACNC Act (as the case may be); and
- (c) cause the accounting and other records of the Company to be open to inspection, free of charge, by the Member at its registered office during business hours.

NOTICES

50 Service of Notices

- (a) A notice may be given by the Company to the Member by:
- (i) serving it on the Member personally;
 - (ii) sending it by post to the Member or leaving it at the Member's address shown in the Register or otherwise the address supplied by the Member to the Company for the giving of notices;
 - (iii) facsimile to the facsimile number supplied by the Member to the Company for the giving of notices; or
 - (iv) sending it to the electronic address supplied by the Member to the Company for the giving of notices.

- (b) Where the Member has not left at or sent to the Office its place of address for inclusion in the Register as the place at which notices may be given to, the Member shall not be entitled to receive any notice.
- (c) Where a notice is sent by post, service of the notice shall be taken to be effected by properly addressing, prepaying and posting a letter containing the notice and shall be deemed to have been effected on the second day after the date of posting. Service of a notice to the Member outside Australia shall be deemed to have been made in the ordinary course of the post.
- (d) Where a notice is sent by facsimile or other electronic means, service of the notice shall be taken to be effected by properly addressing and sending the notice and in such case shall be taken to have been effected on the business day after it is sent.
- (e) Evidence of service of a notice may be established by proving that the envelope containing the notice and stamped appropriately was properly posted and a certificate given by any Officer of the Company to that effect shall be conclusive evidence of service.

WINDING UP

51 Winding Up

51.1 Surpluses arising from deductible donations

- (a) Subject to **clause 51.1(b)**, if any surplus arising from deductible gifts and contributions, and any money received in respect of such gifts and contributions, remains following the winding up of the Company, that surplus will not be paid or distributed to the Member, but will be given or transferred to another institution(s) or corporation(s) which has:
 - (i) objects which are similar to the Objects;
 - (ii) a constitution which requires its income and property to be applied in promoting its objects;
 - (iii) a constitution which prohibits it from paying or distributing its income and property amongst its members to an extent at least as great as imposed on the Company by **clause 6.2(b)**; and
 - (iv) which is endorsed as a DGR and is charitable.
- (b) If the Member satisfies the requirements set out in **clause 51.1(a)**, it may receive the surplus under that clause.
- (c) The identity of the corporation(s) or institution(s) referred to in **clause 51.1(a)** is to be determined:
 - (i) by the Member; or
 - (ii) if the Member does not decide or does not wish to decide, then by the Board,in writing at or before the time of dissolution and failing such determination being made, by application to the Supreme Court of New South Wales for determination.

- (d) In the event that the Company ever has its endorsement as a DGR revoked, the Company must transfer all remaining gifts, deductible contributions and any money received in respect of such gifts and contributions to another DGR (which may be, but not need be, the Member), such DGR to be determined by the Member, or failing the Member, the Board, and failing such determination being made by either the Board or the Member, by application to the Supreme Court of New South Wales for determination.

51.2 Other surpluses

- (a) Subject to **clause 51.2(b)**, any surpluses remaining which are not within the ambit of **clause 51.1(a)**, will be paid to or distributed to another institution(s) or corporation(s) which has:
- (i) objects which are similar to the Objects;
 - (ii) a constitution which requires its income and property to be applied in promoting its objects; and
 - (iii) a constitution which prohibits it from paying or distributing its income and property amongst its members to an extent at least as great as imposed on the Company by **clause 6.2(b)**.
- (b) If the Member satisfies the requirements set out in **clause 51.2(a)** and is charitable, it may receive the surplus under that clause.
- (c) The identity of the corporation(s) or institution(s) referred to in **clause 51.2(a)** is to be determined:
- (i) by the Member; or
 - (ii) if the Board does not decide or does not wish to decide, then by the Board,

in writing at or before the time of dissolution and failing such determination being made, by application to the Supreme Court of New South Wales for determination.

INDEMNITY

52 Indemnity

To the extent permitted by law every Officer (and former Officer) of the Company shall be indemnified out of the funds of the Company against all costs, expenses and liabilities incurred as such an Officer or employee (or former Officer or employee). However, no such Officer (or former Officer) shall be indemnified out of the funds of the Company under this clause unless:

- (a) it is in respect of a liability to another person (other than the Company or a related body corporate to the Company) where the liability to the other person does not arise out of conduct involving a lack of good faith; or
- (b) it is in respect of a liability for costs and expenses incurred:
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Officer (or former Officer) or in which the Officer (or former Officer) is acquitted; or

- (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the Officer (or former Officer) under the Corporations Act.

53 Payment of Indemnity Policy Premium

- (a) To the extent permitted by law the Company may at the discretion of the Board enter into and/or pay a premium in respect of a policy of insurance insuring an Officer (or former Officer) of the Company against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:
 - (i) a liability arising out of conduct involving a wilful breach of duty in relation to the Company; or
 - (ii) a contravention of sections 182 or 183 of the Corporations Act (or a contravention of Governance Standard 5 in section 45.25 of the ACNC Regulation, as the case may be).
- (b) The Board shall have the discretion to approve the terms and conditions of any such policy of insurance.
- (c) Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his or her actions or omissions then the Company shall not be required to indemnify the Officer under **clause 52** except to the extent that the indemnity affected by the insurance policy does not fully cover the person's liability.

54 Indemnity to Continue

The indemnity granted by the Company contained in **clauses 52** and **53** shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring prior to the date of the deletion or modification.

**AGREEMENT TO TERMS OF CONSTITUTION OF
Royal NSW Canine Council Health and Welfare Charity Limited
(to be incorporated)**

Royal New South Wales Canine Council Limited ACN 062 986 118, which will be the sole member of Royal NSW Canine Council Health and Welfare Charity Limited:

1. agrees to adopt the constitution attached to this statement;
2. notes that the following persons will be appointed as the initial directors and secretary of the company:
 - i. Lynette Karen Brown, Director
 - ii. Brian Crump, Director
 - iii. Karen Isobel Ann Hedberg, Director
 - iv. Francis Marinus Pieterse, Director
 - v. Christine Michele Rafton, Director
 - vi. Claire Margaret Wade, Director
 - vii. Paul Francis Terrett, Director
 - viii. Anthony Hugh Gent, Director/Secretary; and
3. authorises Mills Oakley to sign and lodge the attached Form 201 with the Australian Securities and Investments Commission.

**EXECUTED by ROYAL NEW SOUTH WALES)
CANINE COUNCIL LIMITED (ACN 062 986)
118) in accordance with section 127(1) of the)
Corporations Act 2001)**



Signature of Director

Lynette Brown

Name of Director
(Please print)



Signature of ~~Director~~ / Company Secretary
(delete as applicable)

VIRGINIA GAGAN-WILSON

Name of ~~Director~~ / Company Secretary
(Please print)

We the several persons whose signatures appear hereunder hereby agree to the foregoing constitution:

EXECUTED by ROYAL NEW SOUTH WALES)
CANINE COUNCIL LIMITED (ACN 062 986)
118) in accordance with section 127(1) of the)
Corporations Act 2001)



Signature of Director

LYNETTE BROWN

Name of Director
(Please print)



Signature of ~~Director~~ / Company Secretary
(delete as applicable)

VIRGINIA GAGAN-WILSON

Name of ~~Director~~ / Company Secretary
(Please print)