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CONSTITUTION

CONNECT CHILD & FAMILY SERVICES LIMITED
ACN 617 948 231

1 Definitions and interpretation

1.1 Replaceable Rules

All of the replaceable rules set out in the Act which the Company is entitled to displace, are displaced by the rules set out in this constitution.

1.2 Definitions

The following definitions apply in this constitution:

Act means the *Corporations Act, 2001* (Cth);

Authorisation means any consent, registration, filing, agreement, notarisation, certificate, licence, approval, permit, authority or exemption from, by or with a competent Governmental Agency

Board means the board of Directors of the Company;

Charity Legislation means legislation binding the Company that regulates the registration, reporting obligations or governance of the Company as a charity, as amended or replaced from time to time;

Chief Executive Officer means the person appointed from time to time by the Board to hold the position of chief executive officer (or such similar office) of the Company;

Company means Connect Child & Family Services Limited;

Director means a person appointed to that position by the Members;

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

Insolvency Event means an event by which a person:

- (a) is insolvent, insolvent under administration, or states that it is unable to pay its debts when they become due and payable;
- (b) is placed in or under any form of external administration including if a party or its property is subject to the appointment of an administrator, a controller, receiver or receiver and manager, a liquidator or an official manager;
- (c) is made subject to any compromise or arrangement with any of its creditors or members or scheme for its reconstruction or amalgamation, otherwise than as a result of voluntary corporate reconstruction;
- (d) is wound up or dissolved, or an order or resolution is made to wind up or dissolve the party;
- (e) any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of the relevant person or his or her estate under any laws relating to insolvency;
- (f) is or applies to be protected from any of its creditors under any applicable legislation, or
- (g) has anything similar to any of the events in paragraphs (a) to (e) happen to it under the law of any applicable jurisdiction;

Material Personal Interest means a material personal interest for the purposes of the Act;

Member means a member of the Company from time to time, and **Members** mean more than one Member of the Company;

Secretary means any person appointed to perform the duties of a Secretary of the Company; and

Tax Act means the *Income Tax Assessment Act 1997* (Cth).

1.3 Interpretation

The following rules apply in interpreting this document:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) words or expressions defined in the Act or the Charity Legislation, have those meanings;
- (d) except so far as the contrary intention appears in this constitution, an expression has, in a provision of these rules that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act;
- (e) headings are for convenience only, and do not affect interpretation; and
- (f) a reference to:
 - (i) a party includes its administrators, successors, substitutes by novation and assigns;
 - (ii) any legislation includes legislation varying consolidating or replacing that legislation and includes all regulations or other instruments issued under that legislation;
 - (iii) a person includes a body incorporated or unincorporated, partnership or any legal entity, and
 - (iv) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated.

2 Name and structure

2.1 Name of the Company

The name of the Company is Connect Child & Family Services Limited.

2.2 Company limited by Guarantee

The Company is limited by guarantee and the liability of the Members is limited as provided in this document. The Company is bound to comply with its objects and character as a not-for-profit company limited by guarantee that is a registered entity under the Act and Charity Legislation.

2.3 Constitution

This is the constitution of the Company and comprises its governing document for the purposes of Charity Legislation.

3 Objects

- (a) The object of the Company is to operate equitably providing optimal early childhood services to disadvantaged, distressed, disabled and helpless children and families in the Blue Mountains and surrounding areas.
- (b) To achieve this object the Company may:
 - (i) provide early childhood intervention services and embed those services within a range of family-centred services that relieve children from their current issues and barriers and also promote the growth and development of children;
 - (ii) provide access to a range of high quality equipment and resources that relieve children from their current issues and barriers and promote children's development and support the needs of parents or carers;
 - (iii) assist and support families in obtaining appropriate childhood services;
 - (iv) provide money or other support to any body associated with the provision of childhood services provided to disadvantaged, disabled and helpless children and families provided that body is a body exempt from income tax which may receive tax deductible gifts or contributions under the Tax Act.

4 Income and property

- (a) The Company must apply its income and property solely towards promoting the objects of the Company as stated in rule 3. No part of the Company's income or property may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise to any Member of the Company.
- (b) Nothing in this document prevents the payment in good faith of remuneration to any officers or employees of the Company or to any Member of the Company in return for:
 - (i) any services actually rendered by the Company;
 - (ii) goods supplied in the ordinary course and usual way of business;
 - (iii) interest on money lent to the Company at reasonable rates; or
 - (iv) reasonable rent for premises leased to the Company.

5 Deductible gift recipient status

5.1 General

Any provisions which from time to time are required in order to maintain the status of the Company as a Company to which gifts can be deducted under the Tax Act are deemed to form part of this constitution.

5.2 Winding up or revocation of deductible gift recipient status

On the earlier of the winding up of the Company or the revocation of the Company's deductible gift recipient endorsement under Sub-division 30-BA of the Tax Act, the Company must transfer the following to a fund, authority or institution to which gifts can be deducted under Division 30 of the Tax Act, as approved by the Members:

- (a) any surplus gifts of money or property for the principal purpose of the Company; and
- (b) any surplus contributions described in item 7 or 8 of the table in section 30-15 of the Tax Act in relation to a fund-raising event held for that purpose; and

- (c) any surplus money received by the Company because of such gifts or contributions.

6 Winding up

6.1 Limited liability of Members

If the Company is wound up, each of the Members of the Company undertakes to contribute to the assets of the Company an amount not exceeding \$20 for payment of the debts and liabilities of the Company including the costs of the winding up. This undertaking continues for one year after each of the Members cease to be a Member of the Company.

6.2 Distribution of Property

If the Company is wound up or dissolved, any property remaining after the satisfaction of the debts and liabilities of the Company will not be paid to or distributed among the Members but will be given or transferred to an organisation nominated by the Members which:

- (a) has similar objects to the Company;
- (b) is exempt from income tax under the Tax Act; and
- (c) is an organisation to which gifts can be deducted under the Tax Act.

7 Membership

7.1 Members

- (a) The Members of the Company at the time of adoption of this Constitution are:
 - (i) Robert Crowe
 - (ii) Christine Woodrow
 - (iii) Noel Hiffernan
 - (iv) Peter Carroll
 - (v) Dianne Jackson
- (b) Each Director will also be a Member.

7.2 Cessation of Membership

Any person will automatically cease to be a member of the Company if they:

- (a) cease to be a Director;
- (b) resign as a Member by notice in writing to the Company;
- (c) become the subject of an Insolvency Event or subject to any form of insolvent administration;
- (d) becomes of unsound mind or physically or mentally incapable of performing the functions of that office; or
- (e) die.

8 Management of the Company

8.1 Board

The management of the Company will be vested in the Board.

8.2 Term

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) serves as a Director of the Company for a period of 5 years since their appointment or (re-appointment, as the case may be). In this case, the office of the Director becomes vacant at the next general meeting of the Company;
- (b) is absent without the consent of the Board from 3 successive meetings of the Board and the Members resolve that his or her office be vacated;
- (c) resigns by notice in writing to the Members;
- (d) becomes of unsound mind or physically or mentally incapable of performing the duties of that office as resolved by the Board;
- (e) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the interest as required by the Act;
- (f) is removed from office by ordinary resolution of the Members; or
- (g) ceases to meet the conditions under the Charity Legislation for being a responsible entity of the Company.

8.3 Number of Directors

- (a) Subject to the Act, the Members may increase the number of Directors.
- (b) Subject to rule 8.3(a), there will be:
 - (i) a minimum of 5 Directors; and
 - (ii) a maximum of 11 Directors.

8.4 Method of appointment and removal of Directors

- (a) The Members will make appointments and re-appointments of Directors and, subject to this Constitution, the Act and Charity Legislation, nominate their terms of office and remove Directors by notice in writing addressed to the Board.
- (b) The Members will appoint the Chair of the Board and will nominate the term of office. The Board may appoint one of its number to be Deputy Chair and nominate the term of his or her office.
- (c) Wherever a casual vacancy occurs in the office of Chair or Director, the Members will appoint a person to fill the vacancy and in the case of a casual vacancy in the office of Deputy Chair, the Board may appoint a person to fill the vacancy.
- (d) A Director whose office is vacated in accordance with rule 8.2(a) may be eligible to be re-elected at the general meeting at which the office is vacated. There is no limit to the number of times a Director may be re-elected in this manner.

8.5 Powers and duties of the Board

Except as otherwise required by the Act, any other applicable law or this constitution, the Board:

- (a) has the power to manage the business of the Company;
- (b) may exercise every right, power or capacity of the Company as are not by the Act or by this constitution otherwise required to be exercised by the Company in a general meeting; and
- (c) will have power to perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper management of the affairs of the Company.

8.6 **Negotiable Instruments**

All negotiable instruments must be executed, accepted or endorsed by the Company by the signature of 2 Directors or in any other manner as the Board determines from time to time.

8.7 **Chief Executive Officer**

- (a) Subject always to the express provisions of any relevant employment agreement, the Board has the right to appoint, remove and replace a Chief Executive Officer of the Company from time to time.
- (b) The Company may pay or provide to the Chief Executive Officer fees in an amount or value determined by the Board which does not in any financial year exceed in aggregate the amount last determined by the Company in general meeting (or until so determined, as the Board determines).
- (c) The Chief Executive Officer:
 - (i) may be a Director of the Company; and
 - (ii) reports to, and is subject to any lawful direction or delegation from, the Board.
- (d) The Board may delegate any of its powers to the Chief Executive Officer of the Company for any period and on any terms (including the power to further delegate) as the Board resolves. The Board may revoke or vary any power delegated to the Chief Executive Officer of the Company.
- (e) The Chief Executive Officer of the Company must exercise the powers delegated to him or her in accordance with any directions of the Board.
- (f) Where the Chief Executive Officer is a Director, that person ceases to be a Director if he or she is no longer the Chief Executive Officer.
- (g) Nothing in this constitution requires the Board to appoint a Chief Executive Officer.

8.8 **Holding Offices or entering into Agreements**

A person is not disqualified by reason only of being a Director of the Company from:

- (a) holding any office or place of profit or employment with, or being a member of, any entity dealing with the Company other than that of the Company's auditor; or
- (b) entering into any agreement with the Company.

8.9 **Duty to disclose Material Personal Interests**

- (a) For the purposes of this rule 8.9, a Director has a Material Personal Interest in a matter that relates to the affairs of the Company if that Director would be considered to have a Material Personal Interest under the Act.
- (b) Unless the Act says otherwise, a Director who has a Material Personal Interest in a matter that relates to the affairs of the Company must, at a Directors' meeting as soon as practicable after the Director's appointment or after the Director becomes aware of

their interest in the matter (whichever is later), give the other Directors notice of the interest which must include details-of:

- (i) the nature and extent of the interest;
 - (ii) the relation of the interest to the affairs of the Company; and
 - (iii) any other information the Director is required to disclose under the Act.
- (c) A Director does not need to give notice of an interest under rule 8.9(b) if he or she is not required to do so under the Act.
- (d) A Director who is required to disclose a Material Personal Interest to the Company under this Constitution or the Act must ensure that the nature and extent of the interest is tabled at a Directors' meeting and recorded in the minutes of that meeting.

8.10 Effect of Director having a Material Personal Interest

Each Director must comply with the Act in relation to being present, and voting, at a Board meeting that considers a matter in which the Director has a Material Personal Interest.

8.11 Duty to disclose a conflict of interest

- (a) Unless the Charity Legislation says otherwise, a Director who has a perceived or actual material conflict of interest in accordance with Charity Legislation must, subject to 8.11(b) below, at a Directors' meeting as soon as practicable after the Director's appointment or after the Director becomes aware of their interest in the matter (whichever is later), give the other Directors notice of the interest which must include details of:
- (i) the nature and extent of the interest;
 - (ii) the relation of the interest to the affairs of the Company; and
 - (iii) any other information the Director is required to disclose under the Charity Legislation.
- (b) A Director may disclose a material conflict of interest (within the meaning of the Charity Legislation) that is not a Material Personal Interest in the form of a standing notice to the other Directors with ongoing effect.

9 Proceedings of the Board

9.1 Board Meetings

- (a) The Board may meet together for the dispatch of business and adjourn and otherwise regulate its meetings as the Board thinks fit.
- (b) The Chair or any 2 Directors may at any time and the Secretary must on the requisition of 2 Directors convene a meeting of the Board.
- (c) A Board meeting may be held with one or more of the Directors taking part by telephone, audiovisual link up or other instantaneous communication medium, if the meeting is conducted so that Directors are able to hear the proceedings of the entire meeting and to be heard by all others attending the meeting.
- (d) A Board meeting held solely or partly by technology is treated as held at the place at which the greatest number of the Directors present at the meeting is located or, if equal numbers of Directors are located in each of two or more places, at the place where the Chair of the meeting is located.

- (e) In the absence of the Chair, the Deputy Chair will chair Board meetings. In the absence of both the Chair and Deputy Chair, the Directors present must elect one of their number to chair the Board meeting.

9.2 Frequency of Meetings

The Board must meet at least 3 times in each 12 month period at such place and time as the Board may determine.

9.3 Notice of Board Meeting

The convenor of each Board meeting:

- (a) must give at least 7 days' notice (or such other period as may be unanimously agreed on by the Board) of the meeting (and, if it is adjourned, of its resumption) individually to each Director;
- (b) must give that notice in writing directed to such address as the Director in question furnishes to the Secretary from time to time (which may be an address for electronic notification); and
- (c) must give that notice containing as much information as is reasonably possible concerning the business to be dealt with by the meeting to which it relates,

but failure to give notice to, or non receipt of notice by, a Director does not result in a Board meeting being invalid.

For the avoidance of doubt, notice may be given for any number of scheduled Board meetings in advance, provided that the period of notice given for the first scheduled Board meeting is not less than 24 hours.

9.4 Voting

Subject to this constitution, questions arising at a meeting of the Board will be decided by a majority of votes of Directors present and voting and any such decision will be deemed a decision of the Board. In the case of an equality of votes the Chair of the meeting will not have a second or casting vote and if a majority decision cannot be reached a resolution will not be passed.

9.5 Quorum

At a meeting of the Board four (4) Directors constitutes a quorum. No business will be transacted at any such meeting unless a quorum is present at the time the meeting proceeds to business.

9.6 Continuing Directors

In the event of a vacancy or vacancies in the office of a Director or offices of Directors the remaining Directors may act but if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board they may act only:

- (a) for the purpose of requesting the Members to appoint additional Directors;
- (b) to convene a meeting of Members; or
- (c) in emergencies.

9.7 Written Resolution

If all the Directors entitled to vote have signed a document containing a statement that they are in favour of a resolution of the Board in terms set out in the document, a resolution in those terms will be deemed to have been passed at a meeting of the Board held on the day on which the document was signed and at the time at which the document was last signed by a

Director or if the Directors signed the document on different days on the day on which and at the time at which the document was last signed by a Director.

9.8 Attendance of Non-Directors

The Chair or a majority of the Directors may request the attendance at any meeting of the Board of any person who in their opinion may be able to assist the Board in any matter under consideration.

9.9 Procedure at Board Meetings

Subject to this constitution and the Act the procedure to be followed at a meeting of the Board will be as the Board decides.

9.10 Board Committees

The Board may constitute committees comprised of at least one (1) Director and including other persons suitable to assist and advise the Board in the discharge of its functions. Board committees will be constituted and act in accordance with resolutions of the Board.

10 By-laws

The Board has power to make vary and repeal by-laws from time to time for the proper conduct and management of the Company.

11 Secretary

At least one Secretary of the Company will be appointed by the Board and hold office on such terms and conditions as the Board determines.

12 Company Seals

12.1 Common Seal

The Company will not have a common seal unless the Board resolves to adopt one.

12.2 Use of Seals

Any common seal adopted by the Board may only be used with the authority of the Board.

12.3 Fixing Seals to documents

The fixing of the common seal, or any duplicate seal, to a document must be witnessed:

- (a) by 2 directors;
- (b) by 1 director and 1 Secretary; or
- (c) by any other way resolved by the Board.

13 Accounts and audit

13.1 Keeping accounts

The Board must cause the Company to keep written financial records that:

- (a) correctly record and explain its transactions and financial position and performance;
- (b) would enable true and fair financial statements to be prepared and audited.

13.2 Board responsibilities

The Board must do all things reasonably open to it to:

- (a) ensure that all money payable to the Company is properly collected;
- (b) ensure that all money expended by the Company is properly expended and properly authorised;
- (c) ensure that adequate control is maintained over assets owned by or in the custody of the Company;
- (d) ensure that all liabilities incurred by the Company are properly authorised;
- (e) ensure efficiency and economy of operations and avoidance of waste and extravagance;
- (f) develop and maintain an adequate budgeting and accounting system and
- (g) establish systems and processes to ensure compliance with all laws, Authorisations, regulatory obligations and mandatory standards in relation to the Company's business and operations.

13.3 Right of Access

A Director has a right of access to financial records of the Company at all reasonable times and on giving at least 24 hours' prior notice to the Chief Executive Officer.

13.4 Financial Report

If required by the Act, the Board must cause the Company to prepare a financial report and a directors' report that comply with the Act and must report to Members in accordance with the Act.

13.5 Audit

If required by the Act, the Board must cause the Company's financial report for each financial year to be audited and obtain an auditor's report.

13.6 Inspection of financial records and books

The books of account of the Company must be kept at the registered office of the Company or at such other place as the Board thinks fit and will be open to inspection by the Members of the Company on such reasonable conditions as the Board determines.

14 Indemnity

14.1 Indemnity

Subject to the Act, the Company must, to the extent the person is not otherwise indemnified, indemnify every officer (as defined in the Act) of the Company against a liability:

- (a) incurred to the Company, to a related body corporate or to a person other than the Company (including a liability incurred as a result of appointment or nomination of the Company or subsidiary as a trustee or as an officer of another corporation) unless the liability arises out of conduct involving a lack of good faith or is for a pecuniary penalty order or compensation under the Act; and
- (b) for costs and expenses incurred by the officer in defending civil or criminal proceedings in which judgment is given in favour of that person or in which that person is acquitted, or in connection with an application in relation to those proceedings in which the court grants relief to that person under the Act.

14.2 Insurance

Subject to the Act, the Company may enter into and pay premiums on a contract of insurance in respect of any person, to the fullest extent permitted by the Act.

14.3 Former Officers

The indemnity in favour of officers under rule 14.1 is a continuing indemnity. It applies in respect of all acts done by a person while an officer of the Company, even if the person is not an officer at the time the claim is made.

15 Amendments to constitution

This constitution may be varied or amended from time to time in accordance with the Act.