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**ECOllaboration Ltd
ABN 76 089 875 342**

**CONSTITUTION**

**A Company limited by guarantee under the
*Corporations Act 2001* (Cth)**

**A registered entity under the**

***Australian Charities and Not-for-profit Commission Act 2012* (Cth).**

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| Constitution Version 1  | **Version 1****2015** | First adopted by the Company in Annual General Meeting on & effective from 14th December 2015 |

**CONTENTS**

[1. PRELIMINARY 7](#_Toc436647638)

[1.1 Company limited by guarantee 7](#_Toc436647639)

[1.2 Liability of Members 7](#_Toc436647640)

[1.3 Objects of the Company 7](#_Toc436647641)

[1.4 Powers 7](#_Toc436647642)

[1.5 Application of income and property 7](#_Toc436647643)

[1.6 Certain payments allowed 7](#_Toc436647644)

[1.7 Replaceable rules 8](#_Toc436647645)

[1.8 Definitions 8](#_Toc436647646)

[1.9 Interpretation of this document 9](#_Toc436647647)

[2. MEMBERSHIP 10](#_Toc436647648)

[2.1 Membership 10](#_Toc436647649)

[2.2 Classes of membership 10](#_Toc436647650)

[2.3 Purpose of members 10](#_Toc436647651)

[2.4 Members' fees & services 10](#_Toc436647652)

[2.5 Members are not to receive a material benefit 11](#_Toc436647653)

[2.6 Limited liability of members 11](#_Toc436647654)

[2.7 Membership Application 11](#_Toc436647655)

[2.8 Individual Members 11](#_Toc436647656)

[2.9 Rights of Individual Members 11](#_Toc436647657)

[2.10 Branch Members 11](#_Toc436647658)

[2.11 Rights of Branch Members 12](#_Toc436647659)

[2.12 Life Members 12](#_Toc436647660)

[2.13 Rights of Life Members 12](#_Toc436647661)

[2.14 Corporate Members 12](#_Toc436647662)

[2.15 Rights of Corporate Members 12](#_Toc436647663)

[2.16 Affiliate Members 12](#_Toc436647664)

[2.17 Rights of Affiliate Members 13](#_Toc436647665)

[2.18 Associate Members 13](#_Toc436647666)

[2.19 Rights of Associate Members 13](#_Toc436647667)

[2.20 Ceasing to be a member 13](#_Toc436647668)

[2.21 Resigning as a member 13](#_Toc436647669)

[2.22 Expelling a member 13](#_Toc436647670)

[3. REGISTER OF MEMBERS 14](#_Toc436647671)

[3.1 Requirement to maintain 14](#_Toc436647672)

[3.2 Content of Registers 14](#_Toc436647673)

[4. MEETINGS OF MEMBERS 15](#_Toc436647674)

[4.1 Annual general meeting 15](#_Toc436647675)

[4.2 Calling meetings of members 15](#_Toc436647676)

[4.3 Technology 15](#_Toc436647677)

[4.4 Ballot 15](#_Toc436647678)

[4.5 Notice of meeting 16](#_Toc436647679)

[4.6 Short notice 17](#_Toc436647680)

[4.7 Postponement or cancellation 17](#_Toc436647681)

[4.8 Fresh notice 17](#_Toc436647682)

[4.9 Accidental omission 17](#_Toc436647683)

[5. PROCEEDINGS AT MEETINGS OF MEMBERS 17](#_Toc436647684)

[5.1 Member present at meeting 17](#_Toc436647685)

[5.2 Quorum 17](#_Toc436647686)

[5.3 Quorum not present 17](#_Toc436647687)

[5.4 Chairing meetings of members 18](#_Toc436647688)

[5.5 Attendance at meetings of members 18](#_Toc436647689)

[5.6 Adjournment 18](#_Toc436647690)

[5.7 Business adjourned at meetings 18](#_Toc436647691)

[6. VOTING AT MEETINGS OF MEMBERS 18](#_Toc436647692)

[6.1 Method of voting 18](#_Toc436647693)

[6.2 Number of votes 19](#_Toc436647694)

[6.3 Casting vote of Chairman 19](#_Toc436647695)

[6.4 Voting restrictions 19](#_Toc436647696)

[6.5 Decision on right to vote 19](#_Toc436647697)

[6.6 Demand for a poll 19](#_Toc436647698)

[6.7 When and how polls may be taken 19](#_Toc436647699)

[6.8 Prior to voting 20](#_Toc436647700)

[6.9 Electronic voting 20](#_Toc436647701)

[7. PROXIES 20](#_Toc436647702)

[7.1. Appointment for particular meeting, standing appointment and revocation 20](#_Toc436647703)

[7.2 Form of appointment of proxy 21](#_Toc436647704)

[7.3 Deposit of proxy appointment forms 21](#_Toc436647705)

[7.4 Position of proxy if Member present 21](#_Toc436647706)

[7.5 More than one current proxy appointments 21](#_Toc436647707)

[7.6 Continuing authority 21](#_Toc436647708)

[7.7 Electronic proxy appointment 21](#_Toc436647709)

[8. BOARD OF MANAGEMENT 22](#_Toc436647710)

[9. DIRECTORS 22](#_Toc436647711)

[9.1 Number of Directors 22](#_Toc436647712)

[9.2 Too few or no Directors 22](#_Toc436647713)

[9.3 Eligibility 23](#_Toc436647714)

[9.4 Appointment by the Board 23](#_Toc436647715)

[9.5 Election by general meeting 23](#_Toc436647716)

[9.6 Eligible candidates 23](#_Toc436647717)

[9.7 Retirement of Directors 23](#_Toc436647718)

[9.8 Time of retirement 23](#_Toc436647719)

[9.9 Board Transition 23](#_Toc436647720)

[9.10 Removal from office 24](#_Toc436647721)

[9.11 Cessation of Director's appointment 24](#_Toc436647722)

[10. ALTERNATE DIRECTORS 24](#_Toc436647723)

[10.1 Appointment of Alternates 24](#_Toc436647724)

[10.2 Notice of Board meetings 24](#_Toc436647725)

[10.3 Obligations and entitlements of Alternates 25](#_Toc436647726)

[10.4 Termination of appointment 25](#_Toc436647727)

[10.5 Appointments and revocations in writing 25](#_Toc436647728)

[11. SECRETARY 25](#_Toc436647729)

[11.1 Appointment of Secretary 25](#_Toc436647730)

[11.2 Removal from office 25](#_Toc436647731)

[11.3 Cessation of Secretary's appointment 26](#_Toc436647732)

[12. Chairman 26](#_Toc436647733)

[12.1 Appointment and power of the Chairman 26](#_Toc436647734)

[12.2 Cessation of Chairman’s appointment 26](#_Toc436647735)

[12.3 Chairman as Director 26](#_Toc436647736)

[13. TREASURER 27](#_Toc436647737)

[13.1 Appointment and power 27](#_Toc436647738)

[13.2 Cessation of Treasurer's appointment 27](#_Toc436647739)

[13.3 Treasurer as Director 27](#_Toc436647740)

[14. DIRECTORS' DUTIES AND INTERESTS 27](#_Toc436647741)

[14.1 Compliance with duties under Australian law and the general law 27](#_Toc436647742)

[14.2 Director can hold other offices A 27](#_Toc436647743)

[14.3 Disclosure of interests 28](#_Toc436647744)

[14.4 Director interested in a matter 28](#_Toc436647745)

[14.5 Agreements with third parties 28](#_Toc436647746)

[14.6 Confidentiality 28](#_Toc436647747)

[15. DIRECTORS' REMUNERATION 29](#_Toc436647748)

[15.1 Restrictions on payments to Directors 29](#_Toc436647749)

[15.2 Payments to Directors with Board approval 29](#_Toc436647750)

[16. OFFICERS' INDEMNITY AND INSURANCE 29](#_Toc436647751)

[16.1 Indemnity 29](#_Toc436647752)

[16.2 Insurance 30](#_Toc436647753)

[16.3 Former officers 30](#_Toc436647754)

[16.4 Deeds 30](#_Toc436647755)

[17. POWERS OF THE BOARD 30](#_Toc436647756)

[17.1 Powers generally 30](#_Toc436647757)

[17.2 Exercise of powers 30](#_Toc436647758)

[17.3 Extraordinary expenditure 30](#_Toc436647759)

[17.4 Single, shared and co-ordinated functions 30](#_Toc436647760)

[17.5 Annual Fees 31](#_Toc436647761)

[18. EXECUTING NEGOTIABLE INSTRUMENTS 31](#_Toc436647762)

[19. EXECUTIVE OFFICERS 31](#_Toc436647763)

[19.1 Appointment of chief executive officer 31](#_Toc436647764)

[19.2 Role of chief executive officer 31](#_Toc436647765)

[20. DELEGATION OF BOARD POWERS 31](#_Toc436647766)

[20.1 Power to delegate 31](#_Toc436647767)

[20.2 Power to revoke delegation 31](#_Toc436647768)

[20.3 Terms of delegation 32](#_Toc436647769)

[20.4 Proceedings of committees 32](#_Toc436647770)

[21. NOMINATION AND SELECTION COMMITTEE 32](#_Toc436647771)

[21.1 Composition 32](#_Toc436647772)

[21.2 Role and responsibilities 32](#_Toc436647773)

[22. BOARD MEETINGS 32](#_Toc436647774)

[22.1 Convening Board meetings 33](#_Toc436647775)

[22.2 Use of technology 33](#_Toc436647776)

[22.3 Written resolution 33](#_Toc436647777)

[22.4 Notice of Board meeting 33](#_Toc436647778)

[22.5 Quorum 34](#_Toc436647779)

[22.6 Chief executive officer 34](#_Toc436647780)

[22.7 Observers 34](#_Toc436647781)

[22.8 Majority decisions 34](#_Toc436647782)

[22.9 Chairing Board meetings 34](#_Toc436647783)

[22.10 Valid proceedings 34](#_Toc436647784)

[22.11 Accidental omission 35](#_Toc436647785)

[22.12 Procedural rules 35](#_Toc436647786)

[23. MINUTES 35](#_Toc436647787)

[23.1 Minutes must be kept 35](#_Toc436647788)

[23.2 Minutes as evidence 35](#_Toc436647789)

[23.3 Inspection of minute books 35](#_Toc436647790)

[24 COMPANY SEALS 35](#_Toc436647791)

[24.1 Common Seal 35](#_Toc436647792)

[24.2 Use of seals 35](#_Toc436647793)

[24.3 Fixing seals to documents 35](#_Toc436647794)

[25. FINANCIAL REPORTS AND AUDIT 36](#_Toc436647795)

[25.1 Company must keep financial records 36](#_Toc436647796)

[25.2 Financial reporting 36](#_Toc436647797)

[25.3 Audit or review 36](#_Toc436647798)

[25.4 Conclusive reports 36](#_Toc436647799)

[25.5 Inspection of financial records and books 36](#_Toc436647800)

[25.6 Funds and Accounts 36](#_Toc436647801)

[26. Public FUND 36](#_Toc436647802)

[26.1 Establishment of Public Fund 37](#_Toc436647803)

[26.2 Rules of the Fund 37](#_Toc436647804)

[26.3 Requirements of the Public Fund 37](#_Toc436647805)

[26.4 Ministerial Rules 37](#_Toc436647806)

[26.5 Conduit Policy 37](#_Toc436647807)

[26.6 Winding-up 37](#_Toc436647808)

[26.7 Statistical Information 38](#_Toc436647809)

[27. TAX EXEMPTION AND DEDUCTIBILITY 38](#_Toc436647810)

[27.1 If exemption granted 38](#_Toc436647811)

[27.2 Certification 38](#_Toc436647812)

[28. WINDING UP 38](#_Toc436647813)

[29. NOTICES 39](#_Toc436647814)

[29.1 Definitions 39](#_Toc436647815)

[29.2 Form of notices by Company 39](#_Toc436647816)

[29.3 When notice is given by Company 39](#_Toc436647817)

[29.4 Certificate of service by Company 40](#_Toc436647818)

[29.5 Overseas Members 40](#_Toc436647819)

[29.6 Business days 40](#_Toc436647820)

[29.7 Counting days 40](#_Toc436647821)

[29.8 Notices to `lost' Members 40](#_Toc436647822)

1. PRELIMINARY

1.1 Company limited by guarantee

The Company is a not‑for‑profit public company limited by guarantee which is established to be, and continue as a charity.

1.2 Liability of Members

The liability of members is limited to the amount of the guarantee in clause 2.6.

1.3 Objects of the Company

The objects for which the Company is established are to:

1. further the Purpose of the Company, namely:

*To advance the achievement of resilient landscapes by resilient communities*

1. underpin the achievement of landscape and community resilience by:
2. supporting knowledge and skills development, connection to place and social networks with reinforcing values and beliefs;
3. promoting and establishing environmentally sound infrastructure from a diverse economic base;
4. undertaking projects and technical investigations in support of the objectives;
5. providing leadership and skilled governance with a broad outlook;
6. maintaining a public fund called the ECOllaboration Public Fund compliant with 30-E of the Income Tax Assessment Act 1997 for the specific purpose of supporting the objects of ECOllaboration Ltd.
7. do such things as may be incidental or conducive to the attainment of the Objects and Purpose set out in clause 1.3(a).

1.4 Powers

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

1. carry out the objects of the Company; and
2. do all things incidental or convenient in relation to the exercise of power under clause 1.4(a).

1.5 Application of income and property

Subject to rule 1.6 and 15:

1. the Company must apply its income solely towards promoting the objects of the Company as stated in clause 1.3; and
2. no part of the Company's income may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise to members.

1.6 Certain payments allowed

Clause 1.5 does not prevent the payment of:

1. reasonable remuneration to any officer or employee of the Company, or to any member of the Company or other person, in return for services rendered to the Company;
2. interest on money lent by a member to the Company at a rate not exceeding the rate charged by Australian banks for overdrawn accounts;
3. reasonable remuneration for goods or services supplied in the ordinary course of business to the Company by a member.

1.7 Replaceable rules

The replaceable rules referred to in the Corporations Act do not apply to the Company and are replaced by the rules set out in this document.

1.8 Definitions

The following definitions apply in this document:

1. **ACNC Act** means the Australian Charities and Not-for-Profit Commission Act 2012 (Cth).
2. **Affiliate Member** means a Corporate Entity that is recognised as an Affiliate Member under clause 2.10.
3. **Alternate** means an alternate Director appointed under clause 10.1.
4. **Annual Fee** means the annual fee determined and payable in accordance with clause 17.5.
5. **Australian law** has the same meaning given by the Income Tax Assessment Act 1997 (Cth) and includes the Corporations Act and the ACNC Act.
6. **Ballot** means a ballot conducted in accordance with this document, and includes a ballot conducted by post or electronic means.
7. **Board** means the Directors acting collectively under this document.
8. **Branch** or **Company Branch** means any validly chartered activity or group with or without registered business names that the Board resolves is a Branch.
9. **Corporate Entity** means any type entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any administrator or successor in law of that entity or body of persons.
10. **Corporations Act** means the *Corporations Act 2001 (Cth).*
11. **Company** means ECOllaboration Ltd ABN 76 089 875 342.
12. **Director** means a person who is, for the time being, a director of the Company and includes, where appropriate, an Alternate.
13. **Electronic Voting System** means a system approved **by the Board that enables members** and Directors to submit their votes, **nominations or proxy appointments or otherwise exercise** a right or power under this **document by electronic means.**
14. **Financial Year means the year ending on 30th June.**
15. **Fund** means the public fund established under this document.
16. **Group** means the collection of branches, business units and services of ECOllaboration Ltd.
17. **Initial Members** means a person who is named as a member in the application for registration of the Company.
18. **ITTA** means the *Income Tax Assessment Act 1936* (Cth) or the *Income Tax Assessment Act 1997* (Cth) as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.
19. **Land** and **Landscapes**, for the purpose of the objects of the company, includes
soils, water and vegetation and the ecosystems these support.
20. **Life Member** means a person who is recognised as a Life Member under clause 2.10.
21. **Member** means a person or a Corporate Entity whose name is entered as a Member in the register of members of the Company
22. **Members Charter** means the Members’ Charter governing the conduct of the Members as issued by the Company (if any) and amended from time to time.
23. **Nomination and Selection Committee** means the committee established under clause 21.
24. **Objects** means the objects of the Company set out in clause 1.3.
25. **Ordinary resolution** means a resolution passed at a meeting of members by a majority of the votes cast by members entitled to vote on the resolution.
26. **Register** means the register of members kept as required by the Corporations Act and this document.
27. **Registered Entity** means a registered entity under the ACNC Act.
28. **Responsible Person** means a responsible entity under the ACNC Act.
29. **Secretary** means, during the term of that appointment, a person appointed as secretary of the Company in accordance with this document
30. **Special Resolution** has the meaning given to that term by the Corporations Act.

1.9 Interpretation of this document

Headings and marginal notes are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply:

1. A reference to:
2. legislation (including subordinate legislation) is to that legislation as amended, modified in relation to the Company, re-enacted or replaced, and includes any subordinate legislation issued under it;
3. 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;
4. a **person** means an individual and any executor, administrator or successor in law of that person, and excludes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity; and
5. anything (including a right, obligation or concept) includes each part of it.
6. A singular word includes the plural, and vice versa.
7. A word which suggests one gender includes the other genders.
8. If a word is defined, another part of speech has a corresponding meaning.
9. Two or more separate documents in identical terms, each of which is signed by one or more Directors or members, are to be treated as one document.
10. If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
11. The word agreementincludes an undertaking or other binding arrangement or understanding, whether or not in writing.
12. A power to do something includes a power, exercisable in the like circumstances, to revoke or undo it.
13. A reference to a power is also a reference to authority or discretion.
14. A reference to something being signed includes a signature being represented in any visible original, printed or electronic form.
15. A reference to something being written or in writing includes that thing being represented or reproduced in any mode in a visible form.
16. A word (other than a word defined in clause 1.6) which is defined by the Corporations Act or the ACNC Act has the same meaning in this document where it relates to the same matters as the matters for which it is defined in the Corporations Act or the ACNC Act.

2. MEMBERSHIP

2.1 Membership

The members of the Company are:

1. Initial Members; and
2. any other person that the Board allow to be a member in accordance with this constitution.

2.2 Classes of membership

The members of the Company shall comprise the following classes:

1. Individual Members
2. Branch Members;
3. Life Members;
4. Corporate Members; and
5. Affiliate Members.

2.3 Purpose of members

The role of the member is to:

1. enable the Company to engage with the community in furthering the objects of the Company;
2. support and assist the Company in furthering its Objects;
3. undertake the role of members of the Company for the purposes of the Corporations Act; and
4. carry out the roles for the respective type of Members as provided in the Company’s Member Charter.

2.4 Members' fees & services

Subject to Australian law and this document, the Board may:

1. set, impose, vary or cancel any fees or subscriptions payable by Members in connection with their status as Members, including fees payable by a Members’ Charter;
2. set, impose, vary or cancel the dates on which those fees or subscriptions are payable and collected;
3. offer, promote, vary, cancel, participate or be involved in any matter or thing which relates to services to members.

2.5 Members are not to receive a material benefit

1. The Company must not distribute any income or assets directly or indirectly to its Members;
2. Without limiting clause 2.5(a), the Company must ensure that Members do not receive a material benefit from their status as members that will infringe, contravene, jeopardise, overturn or otherwise render void or obsolete, any status, classification or recognition obtained or attributed to the Company or a Group Company under Australian law, including for charitable, registration or tax (including GST) purposes.

2.6 Limited liability of members

For so long as a person or Corporate Entity is a member and for one year after they cease to be a member, each member must contribute an amount not exceeding one dollar ($1.00) for payments of the debts and liabilities of the Company (including the costs of winding up) if it is wound up.

2.7 Membership Application

A person may apply to become a Member by submitting an application, in a form approved by the Board, to the Company:

1. the Board will consider each application for membership at the next Board meeting after the application is received;
2. the Board may:
3. accept or reject the application; or
4. ask the applicant for evidence of eligibility for membership.
5. if the Board asks for more evidence of eligibility under clause 2.7(b)(ii), determination of the application of the applicant’s membership is deferred until the evidence is provided;
6. the Board does not need to give any reason for rejecting an application of membership; and
7. as soon as practicable following the determination of an application, the Secretary will send the applicant written notice of the acceptance or rejection (as applicable) of membership.

2.8 Individual Members

A person is eligible to become an Individual Member if the person:

1. is committed and adheres to the Members’ Charter;
2. pays the applicable fee;
3. agrees to assume the liability to pay the guarantee set out in clause 2.6.

2.9 Rights of Individual Members

Subject to this Constitution, Individual Members are entitled to:

1. receive information on the activities, programs and financial position of the Company;
2. receive notices of general meetings of the Company;
3. speak and vote at general meetings of the Company;
4. be counted in a request by Members to convene a general meeting of the Company; and
5. be counted for a quorum in general meetings of the Company.

2.10 Branch Members

A Member may nominate to become a Branch Member if that Member:

1. is committed and adheres to the Branch Charter;
2. pays the applicable fee.

2.11 Rights of Branch Members

Subject to this Constitution, Branch Members have the same rights as those of Individual Members together with any right conferred on them by the Branch Charter.

2.12 Life Members

1. Subject to clause 2.13, a Member who either:
2. was, as at the date this Constitution was first adopted by the Company, recognised as a life member of Maroochy Waterwatch Inc.; or
3. is conferred life membership of the Company in accordance with this Constitution.
4. The Board may, by resolution, confer life membership of the Company on any Member who has given outstanding service to the Company.
5. A candidate for life membership must be nominated by at least two members of the Board.

2.13 Rights of Life Members

Subject to this Constitution, Life Members are entitled to:

1. receive information on the activities, programs and financial position of the Company;
2. receive notices of general meetings of the Company;
3. speak and vote at general meetings of the Company;
4. be counted in a request by Members to convene a general meeting of the Company; and
5. be counted for a quorum in general meetings of the Company.

2.14 Corporate Members

An incorporated organisation is eligible to be a Corporate Member if the organisation:

1. is committed and adheres to the Members’ Charter;
2. pays the applicable fee; and
3. agrees to assume the liability to pay the guarantee set out in clause 2.6.

2.15 Rights of Corporate Members

Subject to this Constitution, Corporate Members are entitled to:

* + 1. receive information on the activities, programs and financial position of the Company;
		2. receive notices of general meetings of the Company;
		3. speak and vote at general meetings of the Company;
		4. be counted in a request by Members to convene a general meeting of the Company; and
		5. be counted for a quorum in general meetings of the Company;
		6. nominate a person to exercise the rights of the Corporate Member.

2.16 Affiliate Members

An organisation is eligible to be an Affiliate Member if the organisation:

1. is committed and adheres to the Members’ Charter;
2. pays the applicable fee; and
3. agrees to assume the liability to pay the guarantee set out in clause 2.6.

2.17 Rights of Affiliate Members

Subject to this Constitution, Affiliate Members are entitled to:

1. receive information on the activities, programs and financial position of the Company;
2. receive notices of general meetings of the Company;
3. speak and vote at general meetings of the Company;
4. be counted in a request by Members to convene a general meeting of the Company; and
5. be counted for a quorum in general meetings of the Company;
6. nominate a person to exercise the rights of the Affiliate Member.

2.18 Associate Members

A person is eligible to be known as an Associate Member if the person:

1. is committed and adheres to the Members’ Charter;
2. is part of an approved program managed by the Company;
3. pays the applicable fee; and
4. agrees to assume the liability to pay the guarantee set out in clause 2.6.

2.19 Rights of Associate Members

Subject to this Constitution, Associate Members are entitled to:

1. receive information on the activities, programs and financial position of the Company;
2. receive notices of general meetings of the Company

2.20 Ceasing to be a member

A member automatically ceases to be a Member if the member:

1. resigns from the Company;
2. where the Member is an individual:
3. dies;
4. becomes mentally incapacitated or whose estate is liable to be dealt with in any way under the laws relating to mental health;
5. where the Member is not an individual:
6. a liquidator is appointed over the Member;
7. the Member is deregistered;
8. an order is made by a Court for the winding up or deregistration of the Member.
9. is expelled under clause 2.22.

2.21 Resigning as a member

Amember may resign from the Company by giving written notice to the Board.

**2.22 Expelling a member**

1. The Board may expel a Member if the Member:
2. does not comply with this Constitution, the Members’ Charter, a Branch Charter or any by-laws, rules or regulations of the Company;
3. appears to have ceased to take part in the activities of the Company and does not within three months after written notice is sent by the Company enquiring if that Member intends to remain a Member, inform the Company in writing that they desire to stay a Member;
4. has fees in arrears for three months or more; or
5. undertakes conduct that in the opinion of the Board is prejudicial to the interests of the Company.
6. At least 21 days before the Board holds a meeting at which the Board will vote on a motion to expel a member, the Board must give a written notice to the Member which states:
7. the allegations against the Member;
8. the proposed resolution to expel the Member;
9. that the Member has an opportunity at the meeting to address the allegations either orally or in writing; and
10. that if the Member notifies the Secretary in writing at least 48 hours before the meeting, the Member may elect to have the question of that Member's expulsion dealt with by the Company in general meeting.
11. If the Member elects to have the question of that Member’s expulsion dealt with by the Company in general meeting, the Member’s rights as a Member are suspended until the Company at general meeting have voted on whether or not to expel the Member;
12. The Company must expel a Member and remove the Member's name from the Register where a special resolution is passed by Members voting for the Member to be expelled;
13. A Member expelled from the Company does not have any claim on the Company, its funds or property.

3. REGISTER OF MEMBERS

3.1 Requirement to maintain

The Company must coordinate the establishment, and ensure the maintenance, of:

1. a Register of members of the Company; and
2. a register of Members of each Branch.

3.2 Content of Registers

The Member Register and the Branch Members register set up and maintained under clause 3.1 must comply with the requirements of the Corporations Act to the extent applicable, and must contain the following information:

1. the name and address of each Member;
2. the electronic address of each Member, which the Member must provide to the Company unless the Member is unable to have an electronic address;
3. the date on which the entry of the Member's name in the Register is made;
4. the name and details of each person that stopped being a member within the last 7 years;
5. the date on which the person stopped being a member; and
6. an index of Members' names if the Company has more than 50 Members and the Register itself is not kept in a form that operates effectively as an index.

4. MEETINGS OF MEMBERS

4.1 Annual general meeting

1. The Company must hold an annual general meeting at least once in each calendar year and within 5 months after the end of the Financial Year.
2. The business of an annual general meeting must include:
3. provision to Members of information on the activities and programs of the Company in the preceding Financial Year;
4. consideration of such audited annual financial and directors' reports as may be required by Australia law;
5. the election or re-election of Directors of the Company, by those Members entitled to vote, if an election or re-election of Directors is required by this Constitution; and
6. the appointment or removal of the Company's auditors, if the appointment or removal of auditors is required by Australia law.

4.2 Calling meetings of members

A meeting of Members:

1. may be convened at any time by the Board or a Director;
2. must be convened by the Board as soon as reasonably practicable on a request by Members in accordance with section 249D of the Corporations Act;
3. may be called by Members in accordance with section 249E of the Corporations Act, if the Board does not call a meeting within 21 days after receipt of a valid request by Members under clause 4.2(b); and may be called by Members in accordance with section 249F of the Corporations Act.4.3

4.3 Technology

A meeting of members may be held at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

4.4 Ballot

1. In respect of any business which may be validly considered at a meeting of Members under this document, the Board may (in lieu of such meeting), submit any question or resolution to the vote of the Members by conducting a Ballot.
2. Subject to this clause 4.4, the requirements set out in clauses 4.5, 4.6, 4.7, 4.8, 4.9, 6.2(a), 6.9 and 7 apply to a Ballot conducted under this clause 4.4.
3. An appointment of proxy by a Member is not valid in relation to a Ballot.
4. If a member casts both a vote by post and a vote by electronic means, then the Secretary must:
5. if one of the votes is invalid, accept the valid vote; and
6. if both votes are valid, accept the vote received first.
7. if there are an equal number of votes for and against, the Chairman has a casting vote.
8. The Secretary is responsible for counting all votes received from members in respect of a Ballot and must promptly advise the Board of the result of the Ballot.
9. In all other respects, subject to this document, the Board may determine any other procedures or matters in relation to the conduct of any Ballot.
10. A resolution approved by Ballot under this clause 4.4 shall have the same force and effect as such a resolution would have if carried at a duly constituted meeting of members.
11. If there is a dispute by any member in relation to the validity or conduct of any Ballot:
12. that member must within 30 days of the closing date of the Ballot, give notice in writing to the Board stating the grounds of the complaint;
13. upon receipt of the notice, the Board may investigate and determine the complaint; and
14. no right of appeal shall arise as a result of the Board's decision on the complaint.

4.5 Notice of meeting

* 1. Subject to clause 4.6, at least 21 days' written notice of a meeting of members must be given individually to:
1. each Member; and
2. each Director (and an Alternate).
	1. A notice of a meeting of members must clearly and concisely set out:
3. the place, date and time for the meeting and, if:
4. the meeting is to be held in 2 or more places, the technology that will be used to facilitate this; and
5. the Company has an Electronic Voting System that permits members to vote by electronic means at or prior to a meeting, the electronic means that will be used to facilitate this; or
6. if a Ballot is to be conducted, the means that will be used to facilitate this and the date and time on which the Ballot closes; and
7. the general nature of the meeting's business ; and
8. if a special resolution is tobe proposed at the meeting—set out an intention to propose the special resolution and state the resolution; and
9. if a member is entitled to appoint a proxy—contain a statement setting out the member's rights and responsibilities in relation to a proxy.

 4.6 Short notice

A resolution may be proposed and passed at a meeting of which less than 21 days' notice has been given, if:

1. either:
2. the Company has elected to convene a meeting of Members as the annual general meeting and all the Members entitled to attend and vote agree; or
3. those Members, who together have power to cast at least 95% of the votes that may be cast at the meeting, agree; and
4. the meeting is not convened to remove or appoint a Director or to remove an auditor.

 4.7 Postponement or cancellation

Subject to clauses 4.1 and 4.2(c), the Board may:

1. postpone a meeting of Members;
2. cancel a meeting of Members; or
3. change the place for a general meeting,

by written notice given individually to of those entitled to be given notice of the meeting.

4.8 Fresh notice

If a meeting of Members is postponed or adjourned for one month or more, the Company must give new notice of the resumed meeting.

4.9 Accidental omission

The accidental omission to give notice to, or the non-receipt of notice by, any of those entitled to it does not invalidate any resolution passed at a meeting of Members.

5. PROCEEDINGS AT MEETINGS OF MEMBERS

5.1 Member present at meeting

Ifa Member has appointed a proxy to act at a meeting of Members, that Member is taken to be present at a meeting at which the proxy is present.

5.2 Quorum

1. Subject to clause 5.3(b), the quorum for each meeting of Members the number of board Members plus one who are entitled to vote.
2. Each Member present may only be counted once toward a quorum.
3. if a Member has appointed more than one proxy only one of them may be counted towards a quorum.

5.3 Quorum not present

If a quorum is not present within 15 minutes after the time for which a meeting of Members is called:

1. the meeting is dissolved, if called as a result of a request of members under clause 4.2(b); and
2. in any other case:
3. the meeting is adjourned to the date, time and place that the Board decides and notifies to Members, and if no decision is notified before then, to the same time on the same day in the next week at the same place; and
4. if a quorum, which, for the purposes of this clause 5.3(b) is 5 members, is not present at the adjourned meeting, the meeting is dissolved.

 5.4 Chairing meetings of members

1. The Chairman may chair meetings of Members.
2. If there is no Chairman or if the Chairman is unable or unwilling to chair the meeting, the Members present must elect a Director present to chair the meeting.
3. If no Director is present or if all Directors present declined to take the chair, the Members present must elect a Member present to chair the meeting.

 5.5 Attendance at meetings of members

1. Every Member has the right to attend all meetings of Members.
2. Every Director has the right to attend and speak at all meetings of Members.
3. The auditor has the right to attend any meeting of Members and to speak on any part of the business of the Meeting which concerns the auditor in the capacity of the auditor.

5.6 Adjournment

Subject to clause 4.8, the chairperson of a meeting of Members at which a quorum is present:

1. may; and
2. must, if directed by ordinary resolution of the meeting,

adjourn it to another time and place.

5.7 Business adjourned at meetings

The only business that may be transacted at a meeting resumed after an adjournment is the business left unfinished immediately before the adjournment.

6. VOTING AT MEETINGS OF MEMBERS

6.1 Method of voting

1. A resolution or question put to the vote at a meeting of Members must be decided on a show of hands unless a poll is demanded under clause 6.6 either before or on declaration of the result of the vote on a show of hands.
2. Unless a poll is demanded, the chairperson's declaration of a decision on a show of hands is final.
3. If the Company has an Electronic Voting System that permits Members to vote by electronic means at or prior to a meeting, a vote cast by a Member by electronic means is taken to have been cast at the meeting on the show hands or poll and is to be regarded and counted accordingly.

6.2 Number of votes

Subject to clause 6.4:

1. each Member has one vote on a show of hands or a poll; and
2. a Member who is present and entitled to vote and is also a proxy of another Member has one vote on a show of hands.

6.3 Casting vote of Chairman

If there are an equal number of votes for and against a resolution or question at a meeting of Members the Chairman has a second and casting vote.

6.4 Voting restrictions

1. if an appointment of a proxy specifies the way the proxy is to vote on a particular resolution or question:
2. the proxy must not vote on a show of hands; and
3. the proxy must vote on a poll, and must vote that way, and if it does not, the vote must be treated as being cast that way.
4. A Member is not entitled to vote at any meeting of Members if the Member's annual membership fee in relation to the Company is more than one month in arrears at the date of the meeting.

6.5 Decision on right to vote

1. A Member or a Director may challenge a person's right to vote at a meeting of Members.
2. A challenge may only be made at the meeting.
3. A challenge, or any other doubt as to the validity of a vote, must be decided by the chairperson, whose decision is final.
	1. Demand for a poll
4. A poll may be demanded on any resolution put to the vote at a meeting of Members (except a resolution concerning the election of the chairperson of a meeting) by:
5. at least one Member who, if voting was to be on a poll, would be entitled to vote on the resolution or question;
6. at least two Directors; or
7. the chairperson.
8. The demand for a poll does not affect the continuation of the meeting for the transaction of other business and may be withdrawn by the person making the demand.

6.7 When and how polls may be taken

If a poll is demanded:

1. if the resolution is for the adjournment of the meeting, the poll must be taken immediately and, subject to clause 6.7(c), in the manner that the chairperson of the meeting directs;
2. in all other cases, the poll must be taken at the time and place and, subject to clause 6.7(c), in the manner that the chairperson of the meeting directs;
3. votes which are required to be cast in a given way must be treated as cast in that way;
4. a person voting who has the right to cast two or more votes need not cast all those votes and may cast those votes in different ways; and
5. the result of the poll is the resolution of the meeting at which the poll was demanded.

6.8 Prior to voting

At a meeting before Members vote on a resolution, the Chairman must inform the meeting:

1. whether any proxy votes have been received and, if so:
2. how many appointments of proxy the Company has received that validly appoint a person present at the meeting as proxy;
3. how many of the appointments of proxy direct the proxies how to vote on the resolution or question; and
4. how the proxies are directed to vote on the resolution or question; and
5. whether any votes have been received by electronic means prior to the meeting and, if so:
6. how many valid votes by electronic means the Company has received prior to the meeting; and
7. how the votes by electronic means received prior to the meeting have voted on the resolution or question.

6.9 Electronic voting

1. If the Company has an Electronic Voting System that permits Members to vote at or prior to a meeting or by Ballot, then the Board may determine:
2. that the Members may cast their votes by electronic means; and
3. the manner in which Members will be identified for the purposes of voting.
4. If the Board makes such a determination:
5. Members may vote by electronic means, but, subject to clauses 4.4(c) and 6.4, may only vote once;
6. a Member who votes by electronic means must ensure that his or her vote is cast in accordance with any instructions given for voting by electronic means; and
7. the Secretary shall:
8. provide an interactive copy of the voting paper in a secure online system to facilitate voting by electronic means;
9. make available to Members all information reasonably necessary to facilitate voting by electronic means; and
10. ensure that each Member cannot vote, and ensure the fact that each Member has not voted, by electronic means more than once on a resolution or question.

7. PROXIES

7.1. Appointment for particular meeting, standing appointment and revocation

1. A Member may appoint a proxy to act at a particular meeting of Members or make a standing appointment and may revoke any appointment.
2. A proxy must be a Member.

7.2 Form of appointment of proxy

1. An appointment of a proxy is not effective for a particular meeting of Members unless made by written notice to the Company containing:
2. the Member's name and address;
3. the Company's name;
4. the proxy's name or the name of the office held by the proxy;
5. the meetings at which the appointment may be used, and signed or otherwise authenticated by the Member in accordance with this document or in a manner satisfactory to the Board.
6. An appointment of proxy may specify the way a proxy is to vote on a particular resolution.

7.3 Deposit of proxy appointment forms

An appointment of a proxy or attorney is not effective for a particular meeting of Members unless they are received by the Company at least 48 hours before the time for which the meeting was called or, if the meeting has been adjourned, before the meeting is resumed.

 7.4 Position of proxy if Member present

The appointment of a proxy is not revoked by the Member attending and taking part in the general meeting, but if the Member votes on a resolution, the proxy is not entitled to vote, and must not vote, as the Member's proxy on the resolution.

 7.5 More than one current proxy appointments

1. An appointment of proxy by a Member is revoked (or, in the case of a standing appointment, suspended for that particular meeting) if the Company receives a further appointment of proxy from that Member which would result in there being more than one proxy of that Member entitled to act at a meeting.
2. The appointment of proxy made first in time is the first to be treated as revoked or suspended by this rule.

 7.6 Continuing authority

An act done at a meeting of Members by proxy is valid even if, before the act is done, the appointing Member:

1. dies or becomes mentally incapacitated;
2. becomes bankrupt; or
3. revoked the appointment or revokes the authority under which the appointment was made by a third party, unless the Company has received written notice of the matter before the start or resumption of the meeting at which the vote is cast.

7.7 Electronic proxy appointment

Subject to clauses 7.2 and 7.3, if the Company has an Electronic Voting System that permits a Member to appoint a proxy:

1. then the Board may determine:
2. that a Member may appoint a proxy by electronic means; and
3. the manner in which a Member will be identified for the purposes of appointing a proxy; and
4. if the Board makes such a determination:
5. a Member may appoint a proxy by electronic means;
6. a Member who appoints a proxy by electronic means must ensure that his or her appointment is made in accordance with any instructions given for appointing by electronic means; and
7. the Secretary shall:
8. provide an interactive copy of the appointment of proxy form in a secure online system to facilitate appointing a proxy by electronic means; and
9. make available to Members all information reasonably necessary to facilitate appointing a proxy by electronic means.

8. BOARD OF MANAGEMENT

The affairs of the Company will be managed by a Board constituted in accordance with clause 9.

9. DIRECTORS

 9.1 Number of Directors

Not counting Alternates, the Company must have at least 5 Directors and, until otherwise decided by ordinary resolution passed at a general meeting of the Company, not more than 8 Directors.

* 1. Too few or no Directors
1. If the number of Directors is reduced below the minimum required by clause 9.1, the continuing Directors may act as the Board only:
2. to appoint Directors to meet that minimum number; and
3. to convene a meeting of Members.
4. If there are no Directors as a result of Members exercising their powers under clause 9.10 or a person otherwise ceasing to be a Director under clause 9.11, then, subject to this document and the *Corporations Act* requirements
5. 5 persons nominated by the Nomination and Selection Committee shall be appointed as a Director;
6. the Directors appointed under clause 9.2(b)(i) shall remain in office and act as the Board only until new Directors are elected by the Company in general meeting in accordance with this document; and
7. the meeting of Members to be convened under clause 9.2(b)(ii) must be called by the Board and held within 3 months after the date on which the Directors were appointed under clause 9.2(b)(i).

9.3 Eligibility

1. A Director must be a Member or be admitted to Membership within one month of appointment.
2. Neither the auditor of the Company or any partner, director or employee of the auditor is eligible to act as a Director.

9.4 Appointment by the Board

1. Subject to this document and the number of Directors for the time being fixed under clause 9.1 not being exceeded, the Board may appoint a suitably skilled and experienced person to be a Director at any time except during a general meeting.
2. Any Director so appointed automatically retires at the next annual general meeting and is eligible for election by that annual general meeting.

9.5 Election by general meeting

Subject to this document, Australian law and the number of Directors for the time being fixed under clause 9.1 not being exceeded, the Members may elect Directors by ordinary resolution passed at a general meeting of the Company.

* 1. Eligible candidates
1. The Company in general meeting cannot validly elect a person as a Director unless:
2. the person retires under clause 9.4 or clause 9.7, is eligible to seek election or re-election and does so in accordance with clause 9.6(b); or
3. the Nomination and Selection Committee recommends that the person be elected.
4. A Director may offer himself or herself for election or re-election without being nominated by the Nomination and Selection Committee if, at least 38 days before the date fixed for the annual general meeting of the Company, the Director gives written notice to the Board that he or she is seeking election or re-election.
5. The Company must notify Members of every candidate for election as a Director at least seven days before the relevant general meeting.

9.7 Retirement of Directors

1. All Directors must retire from office at the annual general meeting.
2. All directors are eligible for re-election, except where the Director has served as a Director for a continuous period of 9 years.

9.8 Time of retirement

A Director's retirement under clause 9.4 or 9.7 takes effect at the end of the relevant annual general meeting unless the Director is re-elected at that meeting.

9.9 Board Transition

A person who was an officer bearer or a member of the management committee of Maroochy Waterwatch Inc. will automatically become an or office bearer or Director of ECOllaboration at the end of the special general meeting of the Company at which this Constitution is first adopted unless that meeting calls for an election of directors.

9.10 Removal from office

In addition to the power of Members to remove a Director under Australian law, the Company by ordinary resolution may remove a Director from office whether or not a Director's appointment was expressed to be for a specified period.

9.11 Cessation of Director's appointment

A person automatically ceases to be a Director if the person:

1. dies;
2. is not permitted by Corporations Act (or an order made under the Corporations Act) to be a Director;
3. becomes disqualified from managing corporations under the Corporations Act and is not given permission or leave to manage the Company under the Corporations Act;
4. is not permitted by the ACNC Act to be a Responsible Person of a Registered Entity. becomes disqualified from being a Responsible Person of a Registered Entity under the ACNC Act and is not given permission to be a Responsible Person of the Company under the ACNC Act;
5. becomes of unsound mind or physically or mentally incapable of performing the functions of that office;
6. has a material personal interest in a matter relating to the affairs of the Company and fails to give the other Directors notice of the interest;
7. fails to attend (either personally or by an Alternate) three consecutive Board meetings (not including meetings of a committee of the Board) without leave of absence from the Board;
8. resigns by notice in writing to the Company;
9. has served as a Director appointed under clause 9.2(b)(i) for a period of 9 months after the date on which the Director was so appointed;
10. ceases to be eligible to act as a Director under clause 9.3;
11. is removed from office under clause 9.10; or
12. has served as a Director for a continuous period of 9 years.

10. ALTERNATE DIRECTORS

10.1 Appointment of Alternates

1. Subject to clause 9.3, the Nomination and Selection Committee may appoint a person, other than a Director, who is approved by the Board to act as an Alternate for any Director who may be absent for a specified period each time the Director is unable to attend a Board meeting or act as a Director.
2. The same Alternate cannot act for more than one director.
3. A second Alternate may be appointed and act in the manner described in clause 10.1 (a) if more than one Director is absent for a specified period

10.2 Notice of Board meetings

1. The Company must give an Alternate notice of Board meetings.

10.3 Obligations and entitlements of AlternatesAn Alternate:

1. may attend and vote in place of the absent Director at a Board meeting at which the absent Director is not present;
2. when acting as Alternate, is an officer of the Company and subject to all the duties, and entitled to exercise all the powers and rights, of the absent Director as a Director; and
3. with the approval of the Board, is entitled to reasonable travelling, accommodation and other expenses incurred in attending meetings of the Board or while otherwise engaged on the business of the Company on the same basis as other Directors but is not entitled to any other remuneration from the Company.

10.4 Termination of appointment

1. The appointment of an Alternate may at any time be revoked by the Nomination and Selection Committee whether or not that appointment is for a specified period.
2. The assignment of an Alternate to act for an absent Director immediately ceases if the absent Director ceases to be a Director.

10.5 Appointments and revocations in writing

1. The Selection Committee must appoint, and revoke the appointment of, any Alternate in writing.
2. The appointment or revocation is not effective until a copy is provided to the Company.

11. SECRETARY

11.1 Appointment of Secretary

1. Subject to clause 11.1(b), the Board:
2. must appoint at least one individual; and
3. may appoint more than one individual;

to be the Secretary on such terms and conditions as the Board may determine from time to time including but not limited to acting as the company’s Public Officer.

(b) An appointment, after this Constitution was first adopted, of a Secretary and the terms and conditions of that appointment must only be made and determined upon the prior recommendation of the Nomination and Selection Committee.

11.2 Removal from office

1. Subject to clause 11.2(b), the Board may remove a Secretary from that office whether or not the appointment was expressed to be for a specified term.
2. The removal of a Secretary must only be carried out upon the prior recommendation of the Nomination and Selection Committee.

11.3 Cessation of Secretary's appointment

The person automatically ceases to be a Secretary if the person:

1. dies;
2. is not permitted by the Corporations Act (or an order made under the Corporations Act) to be a Secretary of a Company;
3. becomes disqualified from managing corporations under the Corporations Act and is not given permission or leave to manage the Company under the Corporations Act;
4. is not permitted by the ACNC Act to be a Responsible Person of a Registered Entity;
5. becomes disqualified from being a Responsible Person of a Registered Entity under the ACNC Act and is not given permission to be a Responsible Entity of the Company under the ACNC Act;
6. becomes of unsound mind or physically or mentally incapable of performing the functions of that office;
7. resigns by notice in writing to the Company; or
8. is removed from office under clause 11.2.

12. Chairman

12**.1 Appointment and power of the Chairman**

1. Subject to clause 12.1(b), at the first Board meeting following cessation of the appointment of a Chairman under clause 12.2 the Board must elect, by simple majority vote, a Director to be the Chairman.
2. The Chairman must only be elected upon the prior recommendation of the Nomination and Selection Committee.
3. The Board may delegate any of the powers of the Board to the Chairman:
4. on the terms and subject to any restrictions that Board decides; and
5. so as to be concurrent with, or to the exclusion of, the powers of the Board.

This rule does not limit clause 20.

12.2 Cessation of Chairman’s appointment

A person automatically ceases to be Chairman:

1. upon the commencement of the first Board meeting following the next annual general meeting occurring after their appointment, but is eligible to be re-elected as the Chairman, subject to the other rules of this document;
2. if the Board removes the Chairman from the office of Chairman (which, without affecting the rights of that Chairman under any contract between the Company and the Chairman, the Board has power to do);
3. if by resolution of a special general meeting; or
4. if the Chairman ceases for any reason to be a Director.

12.3 Chairman as Director

For the avoidance of doubt, subject to this document, a Chairman:

1. has all the duties, and can exercise all the powers and rights, of a Director; and
2. is subject to the same rules regarding resignation, removal and retirement from office as the other Directors.

13. TREASURER

13.1 Appointment and power

1. Subject to clause 13.1(b), at the first Board meeting following cessation of the appointment of Treasurer under clause 13.2 the Board must elect, by simple majority vote, a Director to be the Treasurer.
2. A Treasurer must only be elected upon the prior recommendation of the Nomination and Selection Committee.
3. The Board may delegate any of the powers of the Board to the Treasurer and may revoke the delegation at any time.
4. on the terms and subject to any restrictions the Board decides; and
5. so as to be concurrent with, or to the exclusion of, the powers of the Board,
6. An alternate cannot be Treasurer unless agreed to by the Board,

This rule does not limit clause 20.

13.2 Cessation of Treasurer's appointment

A person automatically ceases to be a Treasurer:

1. upon the commencement of the first Board meeting following the next annual general meeting occurring after their appointment, but is eligible to be re-elected as the Treasurer, subject to the other rules of this document; or
2. if the Board removes the Treasurer from the office of Treasurer (as applicable) (which, without affecting the rights of the Treasurer under any contract between the Company and the Treasurer, the Board has power to do); or
3. if by resolution of a general meeting; or
4. if the Treasurer ceases for any reason to be a Director.

13.3 Treasurer as Director

For the avoidance of doubt, subject to this document, a Treasurer:

1. has all the duties, and can exercise all the powers and rights, of a Director; and
2. is each subject to the same rules regarding resignation, removal and retirement from office as the other Directors.

14. DIRECTORS' DUTIES AND INTERESTS

14.1 Compliance with duties under Australian law and the general law

Each Director must comply with his or her duties under Australian law and under the general law.

14.2 Director can hold other offices ADirector may:

1. hold any office or place of profit or employment other than that of the Company's auditor or any director or employee of the auditor;
2. be a Member of any corporation (including the Company) or partnership other than the Company's auditor; or
3. be a creditor of any corporation (including the Company) or partnership; or
4. enter into any agreement with the Company.

14.3 **Disclosure of interests**

Each Director must comply with Australian law and the general law in respect of disclosure of conflicts of interest or duty.

14.4 Director interested in a matter

Subject to Australian law and the general law:

1. a Director who has a material personal interest in a matter that is being considered at a Board meeting must not, except as provided in clause 14.4(b):
2. be present while the matter is being considered at the meeting; or
3. vote on the matter;
4. the Director may be present and vote if Directors who do not have a material personal interest in the matter have passed a resolution that:
5. identifies the Director, the nature and extent of the Director's interest in the matter and its relation to the affairs of the Company; and
6. states that those Directors are satisfied that the interest should not disqualify the Director from voting or being present;
7. the Company may proceed with any transaction in relation to which a Director has any interest or conflict of duty and the Director may participate in the execution of any relevant document by or on behalf of the Company;
8. the Director may retain any benefits accruing to the Director under the transaction, but only if the Director discloses an interest that is required to be disclosed before the transaction is entered into; and
9. the Company cannot avoid the transaction merely because of the existence of the Directors interest or conflict of duty.

14.5 Agreements with third parties

The Company cannot avoid an agreement with a third-party merely because a Director:

1. fails to make a disclosure of any conflict of interest or duty; or
2. is present at, or counted in the quorum for, a Board meeting that considers or votes on the agreement.
	1. Confidentiality
3. Every Director or Secretary must keep the transactions and affairs of the Company and the state of its financial reports confidential unless required to disclose them:
4. in the course of duties as an officer or employee of the Company;
5. by the Board or the Company in general meeting; or by law.
6. If required by the Company, a Director, Secretary, auditor, trustee, committee Member or other person engaged by it must sign a confidentiality undertaking consistent with this rule.

15. DIRECTORS' REMUNERATION

15.1 Restrictions on payments to Directors

Subject to clauses 15.2 and 16, the Company must not pay fees or other remuneration to a Director.

15.2 Payments to Directors with Board approval

With the approval of the Board the Company may pay to a Director:

1. reasonable expenses (including travelling and accommodation) incurred in carrying out duties as a Director;
2. reasonable remuneration for any service rendered to the Company by the Director in a professional or technical capacity where the amount payable is approved by the Board and is on reasonable commercial terms;
3. interest on money lent by the Director to the Company at a rate not exceeding the rate charged by Australian banks for overdrawn accounts;
4. reasonable remuneration for goods supplied by the Director to the Company in the ordinary course of business; and
5. reasonable rent for premises leased by the Director to the Company.

16. OFFICERS' INDEMNITY AND INSURANCE

16.1 Indemnity

1. Subject to and so far as permitted by Australian law:
2. the Company must indemnify every officer of the Company and may indemnify its auditor against a Liability incurred as such an officer or auditor to a person (other than the Company or a related body corporate) including a Liability incurred as a result of appointment or nomination by 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; and
3. the Company may make a payment (whether by way of advance, loan or otherwise) in respect of legal costs incurred by an officer or employee or auditor in defending an action for a Liability incurred as such an officer, employee or auditor or in resisting or responding to actions taken by a government agency or a liquidator.
4. In this rule, Liability means a liability of any kind (whether actual or contingent and whether fixed or unascertained) and includes costs, damages and expenses, including costs and expenses incurred in connection with any investigation or enquiry by a government agency or a liquidator.

16.2 Insurance

Subject to Australian law, the Company may enter into, and pay premiums on, a contract of insurance in respect of any person.

16.3 Former officers

The indemnity in favour of officers under clause 16.1 is a continuing indemnity and it applies in respect of all acts done by a person while an officer of the Company or one of its wholly owned subsidiaries even though the person is not an officer at the time the claim is made.

16.4 Deeds

Subject to Australian law, the Company may, without limiting a person's rights under this clause 16, enter into an agreement with a person who is or has been an officer of the Company or any of the Companies subsidiaries, to give effect to the rights of the person under clause 16 on any terms and conditions that the Board thinks fit.

17. POWERS OF THE BOARD

17.1 Powers generally

Except as otherwise required by Australian law or this document, the Board:

1. has power to manage the business of the Company; and
2. may exercise every right, power or capacity of the Company to the exclusion of the Company in general meeting and the Members.

17.2 Exercise of powers

A power of the Board can be exercised only:

1. by resolution passed at a meeting of the Board or otherwise in accordance with clause 22; or
2. in accordance with a delegation of the power under clauses 12.1, 13.1 and 20.

17.3 Extraordinary expenditure

Unless otherwise determined by the Board, each and every resolution for expenditure by the Company for projects or promotion of or by the Company other than for day-to-day management, salaries, rentals or other necessary company running or overhead expenses must first be approved by the Board or otherwise be in accordance with, and part of, the budget of the Company previously approved by the Board.

17.4 Single, shared and co-ordinated functionsThe Company will

1. as part of transitional arrangements, establish a Charter for the inaugural Company Branch to be known as Maroochy Waterwatch encompassing selected community activities formerly undertaken by Maroochy Waterwatch Inc..;
2. establish additional Company Branches with governing Charters when this is beneficial to the achievement of its objectives;
3. actively engage in discussions with the Branches on shared and individual functions and seek to develop, promote and implement across the Company Branches:
	1. aligned policies, strategy and practices
	2. coordinated organisational management and business systems and procedures as may be set out in the Company Branch Charter or otherwise established and approved by the Company in accordance with this Constitution.

17.5 Annual Fees

1. The Board has the power to determine the amount and time of payment of the Fee payable by each Member and Branch for Company operations, development and the provision of single, shared or co-ordinated functions by the Company.
2. In exercising its power under clause 17.5(a), the Board must take into account the advice and recommendations of the Company Branch.

18. EXECUTING NEGOTIABLE INSTRUMENTS

Negotiable instruments can be executed, accepted or endorsed for and on behalf of the Company by being signed by two Directors or a Director and Secretary or in such other manner (including the use of electronic signatures if thought appropriate) as the Board may decide with the appropriate implementation of safeguards.

19. EXECUTIVE OFFICERS

19.1 Appointment of chief executive officer

1. Subject to clause 19.1(b), the Board may appoint a person as the chief executive officer of the Company on such terms and conditions as the Board may determine from time to time.
2. The appointment to a vacancy in the role of chief executive officer and the terms and conditions of that appointment must only be made and determined upon the prior recommendation of the Nomination and Selection Committee.

19.2 Role of chief executive officer

The chief executive officer shall be responsible to the Board and shall carry out such roles and functions as the Board may determine from time to time.

20. DELEGATION OF BOARD POWERS

20.1 Power to delegate

The Board may delegate any of its powers to a committee, a Director, an employee of the Company or any other person.

20.2 Power to revoke delegation

The Board may revoke a delegation previously made whether or not the delegation is expressed to be for a specified period.

20.3 Terms of delegation

1. A delegation of powers under clause 20.1 may be made:
2. for a specified period or without specifying a period; and
3. on the terms (including power to further delegate) and subject to any restrictions the Board decides.
4. A document of delegation may contain provisions for the protection and convenience of those who deal with the delegate that the Board thinks appropriate.

20.4 Proceedings of committees

Subject to the terms on which a power of the Board is delegated to a committee, the meetings and proceedings of committees are, to the greatest extent practical, governed by the rules of this document which regulate the meetings and proceedings of the board.

21. NOMINATION AND SELECTION COMMITTEE

* 1. Composition
1. Subject paragraph 21.1(b) of this rule, the Board must establish a Nomination and Selection Committee to be comprised of such Directors and others as the Board may from time to time determine.
2. The Nomination and Selection Committee must comprise at least three Members
3. The Nomination and Selection Committee must appoint a chairperson from its Members.

21.2 Role and responsibilities

The Nomination and Selection Committee is responsible for:

1. identifying and recommending to the Company, candidates for:
2. election as a Director in accordance with clauses 9.4 and 9.6;
3. appointment as a Secretary in accordance with clause 11;
4. election as President and Treasurer in accordance with clauses 12 and 13 (as the case may be); and
5. appointment as chief executive office in accordance with clause 19;
6. seeking and considering submissions from Branches and individual Members of suitably skilled and experienced candidates for election as a Director;
7. developing and implementing processes to identify and assess, and identifying and assessing, the necessary and desirable competencies and characteristics for Board Membership and regularly assessing the extent to which those competencies and characteristics are represented on the Board;
8. ensuring succession plans are in place to maintain an appropriate balance of skills on the Board and reviewing those plans, in addition to any other roles, responsibilities or powers of the Nomination and Selection Committee under this document or as may be delegated by the Board under clause 20.

22. BOARD MEETINGS

22.1 Convening Board meetings

A Director may at any time, and a Secretary must on the request of a Director, convene a Board meeting.

22.2 Use of technology

1. A Board meeting may be held using any means of technology by which each Director participating can hear and be heard by each other Director participating.
2. A Board meeting held solely or partly by technology is treated as held at the place at which the greatest number of Directors present at the meeting is located or, if an equal number of Directors is located in each of two or more places, at the place where the chairperson of the meeting is located.

22.3 Written resolution

1. Subject to clause 22.4, if a majority of the Directors entitled to receive notice of a Board meeting and to vote on a resolution set out in writing:
2. sign a document containing a statement that they are in favour of a resolution set out in writing; or
3. vote by electronic means in favour of the resolution set out in writing, a Board resolution in those terms is passed at the time when the last Director so signs or votes by electronic means.
4. For the purposes of clause 22.3(a)(ii):
5. if the Company has an Electronic Voting System that permits Directors to vote, then the Board may determine:
6. that the Directors may vote by electronic means; and
7. the manner in which Directors will be identified for the purposes of voting; and
8. if the Board makes such a determination:
9. Directors may vote by electronic means, but may only vote once;
10. a Director who votes by electronic means must ensure that his or her vote is cast in accordance with any instructions given for voting by electronic means; and
11. the Secretary shall:
12. provide an interactive copy of the voting paper in a secure online system to facilitate voting by electronic means;
13. make available to Directors all information reasonably necessary to facilitate voting by electronic means; and
14. ensure that each Director cannot vote, and ensure the fact that each Director has not voted, by electronic means more than once on a resolution or question.

22.4 Notice of Board meeting

1. The convener of each Board meeting must give, at least 5 business days before the meeting, notice in writing of the meeting (and, if it is adjourned, of its resumption) together with the papers necessary for and to be considered at the meeting at the same time to:
2. each Director who can be contacted; and
3. each Alternate.
4. In cases of urgency, a Board meeting may be held without the notice required under clause 22.4(a), provided that as much notice as is practicable is given by whatever means will reach each Director and, if necessary, each Alternate, as soon as possible.

**22.5 Quorum**

1. Unless the Board decides otherwise, the quorum for a Board meeting is at least half of the number of Directors on the Board from time to time and a quorum must be present for the whole meeting.
2. A Director is treated as present at a meeting if:
3. the meeting is held using technology in accordance with clause 22.2; or
4. the meeting is held another way and the Board resolves the basis on which Directors are treated as present and the Director is so treated.

22.6 Chief executive officer

The chief executive officer of the Company (if any) is entitled to receive notice of, attend and participate in meetings of the Board but is not entitled to vote at Board meetings.

22.7 Observers

1. The Board may invite other persons to attend and address its meetings, and permit other persons to attend and observe its meetings, as it sees fit.
2. No such person is entitled to address a Board meeting or otherwise participate in the deliberations of the Board without the prior consent of the Board.

22.8 Majority decisions

1. A resolution of the Board must be passed by a majority of the votes cast by Directors entitled to vote on the resolution.
2. If an equal number of votes is cast for and against resolution, the Chairman (or a Director elected to chair the meeting) will have a second or casting vote.

22.9 Chairing Board meetings

The Chairman must chair meetings of the Board, but if:

1. the Chairman is not at the meeting within 15 minutes, the Directors present must elect a Director present to chair the meeting.

22.10 Valid proceedings

Each resolution passed or thing done by, or with the participation of, a person acting as a Director or Member of a committee is valid even if it is later discovered that:

1. there was a defect in the appointment of the person; or
2. the person was disqualified from continuing in office, voting on the resolution or doing the thing.

22.11 Accidental omission

The accidental omission to give notice to or the non-receipt of notice by any of those entitled to it does not invalidate any resolution passed at a Board meeting.

22.12 Procedural rules

TheBoard may adjourn and subject to this document, otherwise regulate its meetings as it decides.

23. MINUTES

23.1 Minutes must be kept

The Board must cause minutes of:

1. proceedings and resolutions of meetings of the Company's Members;
2. the names of Directors present at each Board meeting, committee meeting or meeting of the Company;
3. proceedings and resolutions of Board meetings (including meetings of committee to which board powers delegated under clause 20);
4. resolutions passed by Directors without a meeting;
5. disclosures and notices of Directors interests; and
6. all appointments of officers and employees, to be kept in accordance with Australian law.

23.2 Minutes as evidence

A minute recorded and signed in accordance with Australian law is evidence of the proceeding, resolution or declaration to which it relates unless the contrary is proved.

23.3 Inspection of minute books

The Company must allow Members to inspect, and provide copies of, the minute books for the meetings of Members in accordance with the Corporations Act.

24 COMPANY SEALS

24.1 Common Seal

The Board:

1. may decide whether or not the Company has a common seal; and
2. is responsible for the safe custody of that seal (if any) and any duplicate seal it decides to adopt under the Corporations Act.

24.2 Use of seals

The common seal and duplicate seal (if any) may only be used with the authority of the Board, which must not be given if the use of a seal does not comply with the Corporations Act.

24.3 Fixing seals to documents

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

1. by two Directors;
2. by one Director and one Secretary; or
3. by any other signatories or in any other way authorised by the Board.

25. FINANCIAL REPORTS AND AUDIT

25.1 Company must keep financial records

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

1. correctly record and explain its transactions (including transactions undertaken as trustee) and financial position and performance; and
2. would enable true and fair financial statements to be prepared and, if required by Australian law, audited, and must allow a Director and, where the financial statements are required by Australian law to be audited or reviewed, the auditor to inspect those records at all reasonable times.

25.2 Financial reporting

If and as may be required by Australian law, the Board must cause the Company to prepare a financial report and a Directors report and must report to Members.

25.3 Audit or review

The eligibility, appointment, removal, remuneration, rights and duties of the auditor are regulated by Australian law. iI and as may be required by Australian law, the Board must cause the Company's financial report each financial year to be audited or reviewed and obtain an auditor's report. .

25.4 Conclusive reports

1. Audited or reviewed financial reports laid before the Company in general meeting are conclusive except as regards errors notified to the Company within three months after the relevant general meeting.
2. If the Company receives notice of an error within that period, it must immediately correct the report and the report as corrected is then conclusive.

25.5 Inspection of financial records and books

Subject to Australian law, the Board or the Company by ordinary resolution may authorise a Member who is not a Director, who has made a reasonable request for a proper purpose, to inspect any document of the Company.

25.6 Funds and Accounts

1. The funds of the Company must be kept in a financial institution decided by the Board and in an account in the name of the company or registered business names.
2. The company has the power to borrow funds.

26. Public FUND

26.1 Establishment of Public Fund

1. The Company may establish and maintain a public fund to be called the 'ECOllaboration Public Fund’ for the specific purpose of supporting the environmental objects/purposes of the Company.
2. The Fund (if any) is established to receive all gifts of money or property for this purpose and any money received because of such gifts must be credited to its bank account.
3. The Fund must not receive any other money or property into its account and it must comply with subdivision 30-E of the *Income Tax Assessment Act 1997.*

26.2 Rules of the Fund

1. The objective of the Fund is to support the Company's environmental purposes.
2. Members of the public are to be invited to make gifts of money or property to the Fund for the environmental purposes of the Company.
3. Money from interest on donations, income derived from donated property, and money from the realisation of such property is to be deposited into the Fund.
4. A separate bank account is to be opened to deposit money donated to the Fund, including interest accruing thereon, and gifts to it are to be kept separate from other Funds of the Company.
5. Receipts are to be issued in the name of the Fund and proper accounting records and procedures are to be kept and used for the Fund.
6. The Fund will be operated on a not-for-profit basis.
7. A committee of management of no fewer than three persons, a majority of whom must be such persons as required by the Guidelines to the Register of Environmental Organisations, will be appointed by the Company and must administer the Fund.

26.3 Requirements of the Public Fund

The Company must inform the ministerial department responsible for the environment as soon as possible if:

1. it changes its name or the name of its Fund; or
2. there is any change to the membership of the management committee of the Fund; or
3. there has been any departure from the model rules for the public funds located in the Guidelines to the Register of Environmental Organisations.

26.4 Ministerial Rules

The Company agrees to comply with any rules that the ministers with responsibility for treasury or the environment may make to ensure that gifts made to the Fund are only used for its principal purpose.

26.5 Conduit Policy

Any allocation of funds or property to other persons or organisations will be made in accordance with the established purposes of the Company and not be influenced by the preference of the donor.

26.6 Winding-up

In case of the winding-up of the Fund, any surplus assets are to be transferred to another fund with similar objectives that is on the Register of Environmental Organisations.

26.7 Statistical Information

1. Statistical information requested by the ministerial department responsible for the environment on donations to the Fund will be provided within four months at the end of the financial year.
2. An audited financial statement for the Company and its Fund will be supplied with the annual statistical returned.
3. The statement will provide information on the expenditure of Fund monies and the management of Fund assets.

27. TAX EXEMPTION AND DEDUCTIBILITY

27.1 If exemption granted

If the Company has been notified by the Australian Taxation Office that its income is exempt from income tax:

1. the Company must, if required by the Australian Taxation Office, promptly notify the Australian Taxation Office of all amendments to the Constitution; and
2. on winding up the remaining assets of the Company may only be given to an entity that is also exempt from income tax (to the extent that such a payment is permitted at law).

27.2 Certification

The Company may apply to the Australian Taxation Office for a certification or endorsement that gifts and contributions to the Company are or will be an allowable deduction.

28. WINDING UP

In the event of the winding up of the Company, subject to clause 26.6 and Australian law, any surplus property remaining after satisfaction of all the Company's debts and liabilities:

1. must not be paid to, or distributed amongst, the Members of the Company, unless that Member is a charity described in clause 26.6; and
2. must be paid or transferred to one or more charities in Australia, the constituent documents of which:
3. require the charity to pursue objects similar to those of the Company and to apply its income solely towards promoting those objects; and
4. prohibit the charity from making distributions to its members to at least the same extent as the company and paying fees to its directors, the corporation or institution to be determined by the Directors, or failing determination, by the liquidator of the Company.
5. The decision as to the charity or charities to receive the surplus property must be made by Special Resolution of the Members at or before the time of winding up. If the Members do not make this decision, the Company may apply to the Supreme Court to make this decision.

29. NOTICES

29.1 Definitions

For the purposes of this clause 29, a person means:

1. an individual, a Member and a Director; and
2. any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, including an Affiliate Member, and any executor, administrator or successor in law.

29.2 Form of notices by Company

A notice is properly given by the Company to a person if it is:

1. in writing signed on behalf of the Company by a company officer or employee;
2. addressed to the person to whom it is to be given; and
3. either sent by electronic means to the electronic address nominated by that person, or:
4. sent by fax to the fax number nominated by that person; or
5. sent by prepaid mail to that person's postal address; or
6. delivered personally to that person's delivery address,

however, the fact that a person has supplied a delivery or postal address or an email address or a fax number does not require the Company to give any notice in that manner to that person, unless the person has not supplied, or is unable to have, an electronic address.

29.3 When notice is given by Company

A notice to a person by the Company is regarded as given to and received by the person:

1. if it is sent by electronic means:
2. when the Company's electronic system logs the notice as having been sent by 5.00pm (the time being that in the place from which it is sent) on a business day—on that day; or
3. when the Company's electronic system logs the notice as having been sent after 5.00pm (the time being that in the place from which it is sent) on a business day, or on a day that is not a business day — on the next business day;
4. if it is sent by fax:
5. when the Company's fax system logs the notice as having been sent by 5.00pm (the time being that in the place from which it is sent) on a business day—on that day; or
6. when the Company's fax system logs the notice as having been sent after 5.00pm (the time being that in the place from which it is sent) on a business day, or on a day that is not a business day — on the next business day;
7. if it is sent by mail to an address:
8. within Australia - one business day after posting; or
9. outside Australia - three business days after posting; and
10. if it is delivered personally:
11. by 5.00pm (the time being that time in the place of receipt) on a business day - on that day; or
12. after 5.00pm (the time being that time in the place receipt) on a business day, or on a day that is not a business day - on the next business day.

29.4 Certificate of service by Company

A certificate in writing signed by a Director or a Secretary stating that a notice was sent is conclusive evidence of service.

29.5 Overseas Members

A Member whose postal or delivery address is not in Australia must notify the Company in writing of an electronic address or, if the Member is unable to have an electronic address, a postal or delivery address in Australia to which notices may be sent.

29.6 Business days

For the purposes of clause 29.3, a business day is a day that is not a Saturday, Sunday or Public holiday in the place to which the notice is sent.

29.7 Counting days

If a specified period must pass after a notice is given before an action may be taken, neither the day on which the notice is given nor the day on which the action is to be taken may be counted in reckoning the period.

29.8 Notices to `lost' Members

Notices to members are considered lost if:

1. on two or more consecutive occasions a notice served on a Member in accordance with clause 30 is returned as unclaimed or with an indication that the Member is not known at the address to which it was sent; or
2. the Board believes that on other reasonable grounds that a Member is not at the address shown in the Register or notified to the Company under clause 29.5, the Company may give effective notice to that Member by exhibiting the notice at the Company's registered office for at least 48 hours.

This rule ceases to apply if the Member gives the Company notice of a new address.