CONSTITUTION

of

Animal Therapies Ltd

ACN 624 565 859

A Company Limited By Guarantee

as at March 2026

Contents

Preliminary 2

Charitable purposes and powers 2

Members 3

Dispute resolution and disciplinary procedures 5

General meetings of members 6

Members' resolutions and statements 9

Voting at general meetings 10

Directors 12

Powers of directors 13

Duties of directors 14

Directors' meetings 15

Secretary 17

Minutes and records 17

Notice 18

Financial matters 19

Indemnity, insurance and access 19

Winding up 19

Definitions and interpretation 20

Preliminary

1. Name of the company

The name of the **company** is **Animal Therapies Ltd** (the **company**).

2. Type of company

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

3. Liability of members limited to the guarantee

3.1 Each member must contribute an amount not more than $5 (the guarantee) to the property of the **company** if the **company** is wound up:

(a) while the member is a member, or within 12 months after they stop being a member, and

(b) at the time of winding up, the debts and liabilities of the **company**, including the costs of winding up, incurred before the member stopped being a member exceed the company's assets.

3.2 The liability of each member is limited to the amount of the guarantee.

Charitable purposes and powers

4. Object

4.1 The **company's** object is to become Australia's leading institution in promoting the prevention and management of mental illness, disease, disability, and human suffering through **animal-assisted services**, including **assistance animals.**

4.2 It does this through:
(a) providing access to these services,
(b) creating inclusive environments,
(c) offering relief and support, and
(d) promoting public awareness and acceptance.

4.3 Additionally, the **company** seeks to:
(a) further the advancement of a national register for **animal-assisted services**, and
(b) provide access to relevant education, information, and research.

5. Powers

Subject to clause 6, the **company** has all the powers of a company limited by guarantee under the **Corporations Act** which may only be used to carry out its purpose(s) set out in clause 4.

6. Not-for-profit

6.1 The **company** must not distribute any income or assets directly or indirectly to its members, except as provided in clauses 6.2 and 71.

6.2 Clause 6.1 does not stop the **company** from doing the following things, provided they are done in good faith:

(a) paying a member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the **company**, or

(b) making a payment to a member in carrying out the **company**'s charitable purpose(s).

7. Amending the constitution

7.1 The members may amend this constitution by passing a **special resolution**.

7.2 Any amendment to this constitution will take effect from the date of the **special resolution**, or from any later date specified in the resolution.

7.3 Notwithstanding the provisions of clause 7.1, the members must not pass a **special resolution** that amends this constitution if passing it would mean the **company** would no longer be a charity.

Members

8. Membership and register of members

8.1 The members of the **company** are:

i. any **person** who has an interest or involvement in animal-assisted services, and
ii. actively supports the objects of the company, and
iii. that the board admits as a member, in accordance with this constitution, and who has not since ceased to be a member.

8.2 The **membership classes** are:

(a) Ordinary member**:** Any individual who:

i. is a recipient, or seeks to be a recipient, of animal-assisted services, or
ii. is a carer of a recipient or individual seeking to be a recipient of animal-assisted services.

(b) Professional member: Any individual or body (**incorporated** or unincorporated) who provides animal-assisted services to the public.

(c) Affiliate member: Any individual or body (**incorporated** or unincorporated) that has an interest or involvement in animal-assisted services.

(d) Supporter Member: any **person** who

i. has an interest in or involvement in animal-assisted services, and
ii. opts in to receive communications on activities e.g. subscribing to newsletter, fundraising, promotional, or community engagement.

For clarity, a Supporter Member is not a member for the purposes of the Corporations Act. Supporter members do not have the right have the right to vote at any general meeting, nor to stand for or hold any office in the company. There is no fee for this **membership class.**

(e) Honorary Life member: the directors may award honorary life membership of the **company** to an individual who has made a significant contribution to the **company**, whether or not that individual is a member of the **company.**

8.3 All members other than Supporter members have the right to vote at any general meeting.

8.4 In this Constitution, references to voting members do not include Supporter members.

8.5 The **board** may from time to time

i. determine eligibility criteria and operational rules for each **membership class** from time to time, and/or

ii. remove or vary any of the above **membership classes** or create new classes as it sees fit.

8.6 In the event that a member is in a class that ceases to exist, the **board** will determine, in its discretion, the relevant class to which the member will be transferred provided that this does not significantly impact the Member's rights and privileges.

8.7 The **company** must establish and maintain a register of members. The register of members must contain:

(a) for each current member:

i. name
ii. address
iii. date the member was entered on to the register.

(b) for each person who stopped being a member in the last 7 years:
    i. name
    ii. address
    iii. dates the membership started and ended.

8.8 The **company** must allow:

(a) Members of the **company** to inspect the register free of charge.
(b) Other persons to inspect the register for a prescribed fee.

8.9 Information that is accessed from the register of members must only be used in a manner relevant to the interests or rights of members.

9. How to apply to become a member

A **person** may apply to become a member of the **company** by stating that they:

(a) want to become a member, and
(b) support the purpose(s) of the **company**, and
(c) agree to comply with the **company**'s constitution, including paying the guarantee under clause 3.1 if required.

10. Approving membership

10.1 The board, or someone delegated the power to admit members, must consider an application for membership within a reasonable time after receiving the application.

10.2 If an application is approved, the applicant must as soon as possible be:

(a) entered into the register of members, and
(b) notified that their application has been approved, the **membership class**, and the date that their membership started (see clause 11).

10.3 If an application for membership is rejected, the applicant must be notified as soon as possible, but the notification does not have to include reasons.

10.4 For the avoidance of doubt, an application may be approved even if the application does not state the matters listed in clause 9. In that case, by applying to be a member, the applicant agrees to those three matters.

11. When a person becomes a member

11.1 An applicant will become a member when they are entered on the register of members.

11.2 An Honorary Life member, who was previously a member, will have the date when their nomination is approved recorded in the register, but their original membership date will be maintained.

12. Membership fees

12.1 The **board** may, in its absolute discretion, determine the fee applying to each **Membership Class** as described in clause 8 from time to time, subject to the provisions of clause 8.2(d)8.2(d)

12.2 A member must pay the fees as relevant to their **membership class** as and when they fall due.

12.3 A newly appointed member is not entitled to any of the rights of a member until all applicable fees have been paid.

13. Transfer of membership

13.1 Membership of the **company** and the associated rights cannot be transferred or sold.

14. When a person stops being a member

A **person** immediately stops being a member if they:

(a) die,

(b) fail to pay any required membership fee in accordance with clause 12 within one month after the date on which that membership fee becomes due or such later time as the board may determine,
(c) for an **incorporated** member, are wound up or otherwise dissolved or deregistered,
(d) resign, by writing to the secretary,
(e) are expelled under clause 16, or
(f) have not responded within three months to a written request that they confirm in writing that they want to remain a member.

Dispute resolution and disciplinary procedures

15. Dispute resolution

15.1 The dispute resolution procedure in this clause applies to disputes (disagreements) under this constitution between a member or director and:

(a) one or more members,
(b) one or more directors, or
(c) the **company**.

15.2 A member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 16 until the disciplinary procedure is completed.

15.3 Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it, or within a timeframe agreed by those involved.

15.4 If those involved in the dispute do not resolve it under clause 15.3, they must within 10 days (or within a timeframe agreed by those involved):

(a) tell the **board** about the dispute in writing, and
(b) agree or request that a mediator be appointed, and
(c) attempt in good faith to settle the dispute by mediation.

15.5 The mediator must:

(a) be chosen by agreement of those involved, or
(b) where those involved do not agree:
    i. for disputes between members, a person chosen by the board, or
    ii. for other disputes, a person chosen by the president of the law institute or society in the state or territory in which the **company** has its registered office.

15.6 A mediator chosen by the **board** under clause 15.5(b)(i):

(a) may be a member or former member of the **company**,
(b) must not have a personal interest in the dispute, and
(c) must not be biased towards or against anyone involved in the dispute.

15.7 When conducting the mediation, the mediator must:

(a) allow those involved a reasonable chance to be heard, and
(b) allow those involved a reasonable chance to review any written statements, and
(c) ensure that the mediation is conducted in a manner free from bias, and
(d) not make a decision on the dispute.

16. Disciplining members

16.1 In accordance with this clause, the board may resolve to warn, suspend, or expel a member from the **company** if the board consider that:

(a) the member has breached this constitution, or
(b) the member's behaviour is causing, has caused, or is likely to cause harm to the **company**.

16.2 At least 14 days before the **board** meeting at which a resolution under clause 16.1 will be considered, the secretary must notify the member in writing:

(a) that the **board** is considering a resolution to warn, suspend or expel the member,
(b) that this resolution will be considered at a **board** meeting and the date of that meeting,
(c) what the member is said to have done or not done,
(d) the nature of the resolution that has been proposed, and
(e) that the member may provide an explanation to the **board**, and details of how to do so.

16.3 Before the **board** passes any resolution under clause 16.1, the member must be given a chance to explain or defend themselves by:

(a) sending the directors a written explanation before that **board** meeting, and/or
(b) speaking at the meeting.

16.4 After considering any explanation under clause 16.3, the **board** may:

(a) take no further action, or
(b) warn the member, or
(c) suspend the member's rights as a member for a period of no more than 12 months,
(d) expel the member, or
(e) refer the decision to an unbiased, independent person on conditions that the board considers appropriate (however, the person can only make a decision that the board could have made under this clause.

16.5 The **board** cannot fine a member.

16.6 The member must be given written notice of the decision under clause 16.4 as soon as possible.

16.7 Disciplinary procedures must be completed as soon as reasonably practical.

16.8 There will be no liability for any loss or injury suffered by the member as a result of any decision made in good faith under this clause.

General meetings of members

17. Calling a general meeting

17.1 The **board** may call a **general meeting**, including an annual **general meeting**.

17.2 If members with at least 5% of the votes that may be cast at a **general meeting** (subject to a minimum of 10 members) make a written request to the **company** for a **general meeting** to be held for a proper purpose, the **board** must:

(a) within 21 days of the members' request, give all members notice of a **general meeting**, and
(b) hold the **general meeting** within 2 months of the members' request.

17.3 The percentage of votes that members have (under clause 17.2) is to be worked out as at midnight before the members requested the meeting.

17.4 The members who make the request for a **general meeting** must:

(a) state in the request any resolution to be proposed at the meeting
(b) sign the request, and
(c) give the request to the **company.**

17.5 The members making the request may sign the request by signing a physical form of the document by hand or by signing an electronic form of the document using electronic means, which identifies the person and indicates the person's intention.

17.6 Separate copies of a document setting out the request may be signed by members if the wording of the request is the same in each copy.

17.7 If the **board** does not call the meeting within 21 days of being requested under clause 17.2, 50% or more of the members who made the request may call and arrange to hold a **general meeting**.

17.8 To call and hold a meeting under clause 17.7 the members must:
(a) as far as possible, follow the procedures for **general meeting**s set out in this constitution,
(b) call the meeting using the list of members on the **company**'s member register, which the **company** must provide to the members making the request at no cost, and
(c) hold the **general meeting** within three months after the request was given to the **company**.

17.9 The **company** must pay the members who request the **general meeting** any reasonable expenses they incur because the board did not call and hold the meeting.

18. Using technology to hold meetings

18.1 The **company** may hold a **general meeting** at two or more venues using any **virtual meeting platform** or using a **virtual meeting platform** only, where the platform gives members a reasonable opportunity to participate, including to hear and be heard.

18.2 Anyone using this platform is taken to be present in person at the meeting.

18.3 If the general meeting is held using a **virtual meeting platform** only, then

(a) The place of the meeting is taken to be the registered office of the company, and
(b) The time of the meeting is taken to be the time at the registered office of the company.

18.4 If the **general meeting** is held at more than one physical venue (whether or not it is also held using a **virtual meeting platform**), then:

(a) The place of the meeting is taken to be the main physical venue of the meeting as set out in the notice of the meeting, and
(b) The time of the meeting is taken to be the time at the main physical venue of the meeting as set out in the notice of the meeting.

19. Notice of general meetings

19.1 Notice of a **general meeting** must be given to:

(a) each member entitled to vote at the meeting, and
(b) each director, and
(c) the auditor (if any).

19.2 Notice of a **general meeting** must be provided in writing at least 21 days before the meeting.

19.3 Subject to clause 19.4, notice of a **general meeting** may be provided less than 21 days before the meeting if members with at least 95% of the votes that may be cast at the meeting agree beforehand.

19.4 Notice of a **general meeting** cannot be provided less than 21 days before the meeting if a resolution will be moved to remove an auditor.

19.5 Notice of a **general meeting** must include:

(a) the place, date and time for the meeting (and if the meeting is to be held in two or more places or virtually, the **virtual meeting platform** that will be used to facilitate this), and
(b) a statement regarding the member's right to request documents be sent in electronic or physical form, and
(c) the general nature of the meeting's business, and
(d) if applicable, that a **special resolution** is to be proposed and the words of the proposed resolution, and
(e) a statement that members have the right to appoint proxies and that, if a member appoints a proxy:
i. the proxy does not need to be a member of the **company**,

ii. the proxy form must be delivered to the **company** at its registered address or the address (including an electronic address) specified in the notice of the meeting, and,

iii. the proxy form must be delivered to the **company** at least 48 hours before the meeting.

19.6 If a **general meeting** is adjourned for one month or more, the members must be given new notice of the resumed meeting.

20. Quorum at general meetings

20.1 For a **general meeting** to be held, at least 10 members (a quorum) must be present (in **person**, by proxy or by representative) for the whole meeting. When determining whether a quorum is present, a **person** may only be counted once (even if that **person** is a representative or proxy of more than one member).

20.2 No business may be conducted at a **general meeting** if a quorum is not present.

20.3 If there is no quorum present within 30 minutes after the starting time stated in the notice of **general meeting**, the **general meeting** is adjourned to the date, time and place that the **chairperson** specifies. If the **chairperson** does not specify one or more of those things, the meeting is adjourned to:

(a) if the date is not specified – the same day in the next week, or
(b) if the time is not specified – the same time, or
(c) if the place is not specified – the same place.

20.4 If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

21. Right of non-members to attend meetings

21.1 The **chairperson** of a **general meeting** may invite any **person** to attend and address a meeting.

21.2 The auditor (if any) or any director of the **company** is entitled to attend and address a **general meeting**.

21.3 The **company** must give the auditor (if any) any communications relating to the **general meeting** that a member of the **company** is entitled to receive.

22. Representatives of members

22.1 An **incorporated** member may appoint as a representative:

(a) one individual to represent the member at meetings and to sign resolutions under clause 28, and
(b) the same individual or another individual for the purpose of being appointed or elected as a director.

22.2 The appointment of a representative by a member must:

(a) be in writing, and
(b) include the name of the representative, and
(c) be signed on behalf of the member, and
(d) be given to the **company** or, for representation at a meeting, be given to the **chairperson** before the meeting starts.

22.3 A representative has all the rights of a member relevant to the purposes of the appointment as a representative.

22.4 The appointment may be standing.

23. Chairperson for general meetings

23.1 The **chairperson** is entitled to chair general meetings.

23.2 The members present and entitled to vote at a general meeting may choose a director or member to be the **chairperson** for that meeting if:

(a) there is no **chairperson**, or
(b) the **chairperson** is not present within 30 minutes after the starting time set for the meeting, or
(c) the **chairperson** is present but says they do not wish to act as chairperson of the meeting.

24. Role of the chairperson

24.1 The **chairperson** is responsible for the conduct of the **general meeting**.

24.2 The **chairperson** must give members a reasonable opportunity to make comments and ask questions, including to the auditor (if any).

24.3 The **chairperson** does not have a casting vote.

25. Adjournment of meetings

25.1 If a quorum is present, a **general meeting** must be adjourned if a majority of members present direct the chairperson to adjourn it.

25.2 Only unfinished business may be dealt with at a meeting resumed after an adjournment.

Members' resolutions and statements

26. Members' resolutions and statements

26.1 Members with at least 5% or a minimum 10 (whichever is the lower) of the votes that may be cast on a resolution may give:

(a) written notice to the **company** of a resolution they propose to move for a proper purpose at a **general meeting** (**members' resolution**), and/or
(b) a written request to the **company** that the **company** give all of its members a statement about a proposed resolution or any other matter that may properly be considered at a **general meeting** (**members' statement**).

26.2 A notice of a members' resolution must set out the wording of the proposed resolution and be signed by the members proposing the resolution.

26.3 A request to distribute a member statement must set out the statement to be distributed and be signed by the members making the request.

26.4 Separate copies of a document setting out the notice or request may be signed by members if the wording is the same in each copy.

26.5 The percentage of votes that members have (as described in clause 26.1) is to be worked out as at midnight before the request or notice is given to the **company**.

26.6 If the **company** has been given notice of a members' resolution for a proper purpose under clause 26.1(a), the resolution must be considered at the next **general meeting** held more than two months after the notice is given.

26.7 This clause does not limit any other right that a member has to propose a resolution at a **general meeting**.

27. Company must give notice of proposed resolution or distribute statement

27.1 If the **company** has been given a notice or request under clause 26.1:

(a) in time to send the notice of proposed members' resolution or a copy of the members' statement to members with a notice of meeting, it must do so at the **company**'s cost, or
(b) too late to send the notice of proposed members' resolution or a copy of the members' statement to members with a notice of meeting, then the members who proposed the

resolution or made the request must pay the expenses reasonably incurred by the **company** in giving members notice of the proposed members' resolution or a copy of the members' statement. However, at a **general meeting**, the members may pass a resolution that the **company** will pay these expenses.

27.2 The **company** does not need to send the notice of proposed members' resolution or a copy of the members' statement to members if:

(a) it is more than 1 000 words long, or
(b) the board considers it may be defamatory, or
(c) clause 27.1(b) applies, and the members who proposed the resolution or made the request have not paid the **company** enough money to cover the cost of sending the notice of the proposed members' resolution or a copy of the members' statement to members, or
(d) in the case of a proposed members' resolution, the resolution does not relate to a matter that may be properly considered at a **general meeting** or is otherwise not a valid resolution able to be put to the members.

28. Resolutions without meetings

28.1 Subject to clause 28.3, the **board** may put a resolution to the members to pass a resolution without a **general meeting** being held.

28.2 The **board** must notify the auditor (if any) as soon as possible that a resolution has or will be put to members, and set out the wording of the resolution.

28.3 The **company** cannot pass resolutions for the below without holding a meeting:

(a) for a resolution to remove an auditor,
(b) for passing a **special resolution**, or
(c) where the **Corporations Act** or this constitution requires a meeting to be held.

28.4 A resolution is passed if 75% of the members entitled to vote on the resolution sign or agree to the resolution, in the manner set out in clause 28.5.

28.5 Members may sign:

(a) a single document setting out the resolution and containing a statement that they agree to the resolution, or
(b) separate copies of that document, as long as the wording is the same in each copy.

28.6 The **company** may send a resolution by email to members and members may agree by sending a reply email to that effect, including the text of the resolution in their reply.

Voting at general meetings

29. How many votes a member has

Each member has one vote, with the exception of supporter members as described in clause 8.2(d).

30. Challenge to member's right to vote

30.1 A member or the **chairperson** may only challenge a **person's** right to vote at a **general meeting** at that meeting.

30.2 If a challenge is made under clause 30.1, the **chairperson** must decide whether or not the person may vote. The **chairperson's** decision is final.

31. How voting is carried out

31.1 Voting must be conducted and decided by:

(a) a show of hands, or
(b) a vote in writing, or

(c) another method chosen by the **chairperson** that is fair and reasonable in the circumstances.

31.2 Before a vote is taken, the **chairperson** must note whether any proxy votes have been received and, if so, how the proxy votes will be cast.

31.3 On a show of hands, the **chairperson's** decision is conclusive evidence of the result of the vote.

31.4 The **chairperson** and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands.

32. When and how a vote in writing must be held

32.1 A vote in writing may be demanded on any resolution instead of or after a vote by a show of hands by:

(a) at least five **members present** who are entitled to vote on the relevant resolution, or
(b) **Members present** with at least 5% or a minimum 10 (whichever is the lower) of the votes that may be passed on the relevant resolution (worked out as at the midnight before the vote in writing is demanded), or
(c) The **chairperson** of the meeting.

32.2 A vote in writing must be taken when and how the **chairperson** directs, unless clause 32.3 applies.

32.3 A vote in writing must be held immediately if it is demanded under clause 32.1:

(a) For the election of a **chairperson** under clause 23.2, or
(b) To decide whether to adjourn the meeting.

32.4 A demand for a vote in writing may be withdrawn.

33. Appointment of proxy

33.1 A member may appoint a proxy to attend and vote at a **general meeting** on their behalf.

33.2 A proxy does not need to be a member.

33.3 A proxy appointed to attend and vote for a member has the same rights as the member to:

(a) speak at the meeting, and
(b) vote in a vote in writing (but only to the extent allowed by the appointment), and
(c) join in to demand a vote in writing under clause 32.1.

33.4 An appointment of proxy (proxy form) must be signed by the member appointing the proxy and must contain:

(a) the member's name and address,
(b) the **company**'s name,
(c) the proxy's name or the name of the office held by the proxy, and
(d) the meeting(s) at which the appointment may be used.

33.5 A proxy appointment may be standing (ongoing).

33.6 Proxy forms must be received by the **company** at the address stated in the notice under clause 19.5(e) or at the **company**'s registered address at least 48 hours before a meeting.

33.7 A proxy does not have the authority to speak and vote for a member at a meeting while the member is at the meeting.

33.8 Unless the **company** receives written notice before the start or resumption of a **general meeting** at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the appointing member:

(a) dies, or
(b) is mentally incapacitated, or
(c) revokes the proxy's appointment, or

(d) revokes the authority of a representative or agent who appointed the proxy.

33.9 A proxy appointment may specify the way the proxy must vote on a particular resolution.

34. Voting by proxy

34.1 A proxy is not entitled to vote on a show of hands (but this does not prevent a member appointed as a proxy from voting as a member on a show of hands).

34.2 When a vote in writing is held, a proxy:

(a) does not need to vote, unless the proxy appointment specifies the way they must vote,
(b) if the way they must vote is specified on the proxy form, must vote that way, and
(c) if the proxy is also a member, or holds more than one proxy, may cast the votes held in different ways.

Directors

35. Number of directors

35.1 The **company** must have at least three and no more than nine directors.

35.2 The **board** may appoint a person as a director at any time to:

(a) serve as a director, or
(b) fill a casual vacancy,

provided the total number of directors does not exceed the maximum number fixed under clause 35.

35.3 A person is eligible for appointment as a director of the **company** if they:

(a) are a member of the **company**, or a representative of a member of the **company** (appointed under clause 22), and
(b) give the **company** their signed consent to act as a director of the **company**, and
(c) are not ineligible to be a director under the **Corporations Act** or the **ACNC Act**.

35.4 If the number of directors is reduced to fewer than three or is less than the number required for a quorum, the continuing directors may act but only:

(a) in an emergency
(b) for the purpose of increasing the number of directors to three (or higher if required for a quorum), or
(c) to call a **general meeting**.

36. Election of chairperson

The directors must elect a director as the **company**'s **chairperson**.

37. Term of office

37.1 The term of office for a director commences at the conclusion of the **board** meeting at which directors ratified their appointment.

37.2 A director must not hold office for a period of more than nine years, unless:

(a) any subsequent appointment after the nine year period is approved by a **special resolution** at a **general meeting**, and
(b) provided that such a director must not hold office for more than twelve years.

37.3 A director who retires under clause 37.1 may be reappointed, subject to the provisions of clause 37.2

37.4 A director holding office at the time of the adoption of this constitution shall be taken to have been appointed as at the time this constitution becomes effective.

38. When a director stops being a director

38.1 A director stops being a director if they:

(a) give written notice of resignation as a director to the **company**,
(b) die, or
(c) are removed as a director by a resolution of the members, or
(d) stop being a member of the **company,** or
(e) are a representative of a member, and that member stops being a member, or
(f) are a representative of a member, and the member notifies the **company** that the representative is no longer a representative, or
(g) are absent for 3 consecutive board meetings without approval from the directors, or
(h) become ineligible to be a director of the **company** under the **Corporations Act** or the **ACNC Act**.

Powers of directors

39. Powers of directors

39.1 The directors are responsible for managing and directing the activities of the **company** to carry out the purpose(s) set out in clause 4.

39.2 The directors may use all the powers of the **company** except for powers that, under the **Corporations Act** or this constitution, may only be used by members.

39.3 The board must decide on the responsible financial management of the **company** including:

(a) any suitable written delegations of power under clause 40, and
(b) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.

39.4 If the **company** is required to have an auditor, the auditor may only be removed by an ordinary resolution at a **general meeting**.

40. Delegation of directors' powers

40.1 The directors may delegate any of their powers and functions to a committee, a director, an employee of the **company** (such as a chief executive officer) or any other person, as they consider appropriate.

40.2 The **company** must keep appropriate records of any delegations.

41. Payments to directors

41.1 The **company** must not pay directors' fees.

41.2 The **company** may:

(a) pay a director for work they do for the **company**, other than as a director, if the amount is no more than a reasonable fee for the work done, or
(b) reimburse a director for expenses properly incurred by the director in connection with the affairs of the **company.**

41.3 Any payment made under clause 41.2 must be approved by the board.

42. Execution of documents

42.1 The **company** may execute a document without using a common seal if the document is signed by:

(a) two directors of the **company**
(b) a director and the secretary, or
(c) or some other person or combination of persons appointed by the **board** for that purpose,

whether by signing a physical form of the document by hand or by signing an electronic form of the document using electronic means, which identifies the individual and indicates the individual's intention.

43. Validity

An act done by a director, or by a meeting of the directors, or a **committee** attended by a director is not invalid just because:

(a) of a defect in the appointment of the director
(b) the person is disqualified from being a director or has vacated office, or
(c) the person is not entitled to vote,

if that circumstance was not known by the individual or the directors or the **committee**, as the case may be, when the act was done.

Duties of directors

44. Duties of directors

44.1 The directors must comply with their duties:

(a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the **company,**
(b) to act in good faith in the best interests of the **company** and to further the charitable purpose(s) of the **company** set out in clause 4,
(c) not to misuse their position as a director,
(d) not to misuse information they gain in their role as a director,
(e) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 45.
(f) to ensure that the financial affairs of the **company** are managed responsibly, and
(g) not to allow the **company** to operate while it is insolvent.

45. Conflicts of interest

45.1 A director must not, without the prior written approval of the board, engage in any business activity or service (whether directly or indirectly) that may reasonably be perceived to compete with, the core business of the company.

45.2 A director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of board (or that is proposed in a resolution to be passed under clause 52.2):

(a) to the other directors, or
(b) if all of the directors have the same conflict of interest, to the members at the next **general meeting**, or at an earlier time if reasonable to do so.

45.3 The disclosure of a conflict of interest by a director must be recorded in the minutes of the meeting.

45.4 Each director who has a material personal interest in a matter that is being considered at a board meeting (or that is proposed in a resolution to be passed under clause 52) must not:

(a) be present at the meeting while the matter is being discussed, or
(b) vote on the matter,

except as provided under clause 45.5.

45.5 A director may still be present and vote if:
(a) their interest arises because they are a member of the **company**, and the other members have the same interest, or
(b) their interest relates to an insurance contract that insures, or would insure, the director against liabilities that the director incurs as a director of the **company** (see clause 67), or

(c) their interest relates to a payment by the **company** under clause 66 (indemnity), or any contract relating to an indemnity that is allowed under the **Corporations Act,**

(d) the Australian Securities and Investments Commission (ASIC) makes an order allowing the director to vote on the matter, or

(e) the directors who do not have a material personal interest in the matter pass a resolution that:

i. identifies the director, the nature and extent of the director's interest in the matter and how it relates to the affairs of the **company**, and

ii. says that those directors are satisfied that the interest should not stop the director from voting or being present.

Directors' meetings

46. When the directors meet

The directors may decide how often, where and when they meet.

47. Calling board meetings

47.1 A director may call a board meeting by giving reasonable notice to all of the other directors.

47.2 A director may give notice in writing or by any other means of communication that has previously been agreed to by the board.

48. Chairperson for directors' meetings

48.1 The **chairperson** is entitled to chair board meetings.

48.2 The directors at a board meeting may choose a director to chair that meeting if the **chairperson** is:

(a) not present within 30 minutes after the starting time set for the meeting, or

(b) present but does not want to act as **chairperson** of the meeting.

49. Quorum at directors' meetings

49.1 Unless the directors determine otherwise, the quorum for a board meeting is a majority (ie more than 50%) of directors.

49.2 A quorum must be present for the whole board meeting.

50. Using technology to hold directors' meetings

50.1 The directors may hold their meetings by using any **virtual meeting platform** that is agreed to by all of the directors.

50.2 The directors' agreement may be a standing (ongoing) one.

50.3 A director may only withdraw their consent under clause 50.1 within a reasonable period before the meeting.

51. Passing directors' resolutions

A board resolution must be passed by a majority of the votes cast by directors present and entitled to vote on the resolution.

52. Resolutions of directors without a meeting

52.1 The directors may pass a resolution without a directors' meeting being held.

52.2 A resolution is passed if 75% of the directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 52.3 or clause 52.4.

52.3 Each director may sign:

(a) a single document setting out the resolution and containing a statement that they agree to the resolution, or

(b) separate copies of that document, as long as the wording of the resolution is the same in each copy.

52.4 The **company** may send a resolution by email to the directors and the directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.

52.5 The resolution is passed when the last director signs or otherwise agrees to the resolution in the manner set out in clause 52.3 or clause 52.4.

By-laws

53. By-laws

53.1 The **board** may, in its absolute discretion, make by-laws to give effect to this constitution.

53.2 Members and directors must comply with by-laws as if they were part of this constitution.

Committees and subcommittees

54. Committees and subcommittees

54.1 The **board** may establish or dissolve such **committees** and **subcommittees** as it considers appropriate to pursue the objects and purposes of the **company**.

54.2 **Committees** and **subcommittees** can be either **standing** or **ad-hoc**.

54.3 The **board** will determine the membership and terms of reference of any **committee** or **subcommittee**, subject to clauses 54.4, 54.5, and 54.6.

54.4 Only directors shall be eligible to serve as members of a **committee**.

54.5 Members of **subcommittees** need not be members of the **company**.

54.6 Employees of the **company** are not eligible to be members of a **committee** or **subcommittee**, but may provide secretariat or advisory input as directed by the **board** or a delegate (eg Chief Executive Officer).

54.7 Notwithstanding the provisions of clause 54.1, the **board** must establish a standing Audit committee.

55. Delegation of powers to committees and subcommittees

55.1 The directors may delegate any of their powers (which powers may be delegated so as to be concurrent with, or to the exclusion of, the powers of the **board**) to a **committee** or **subcommittee**.

55.2 A **committee** or **subcommittee** must exercise the powers delegated to it in accordance with any directions of the **board**.

55.3 A power so delegated when exercised by a **committee** or **subcommittee** is treated as having been exercised by the **board**.

56. Operation of committees and subcommittees

56.1 To the greatest extent practicable, meetings and procedures of **committees** and **subcommittees** are governed by the provisions of this Constitution and any by-laws adopted under clause 53 which regulate meetings and procedures of the **board**.

56.2 The **board** shall make such other by-laws as it considers appropriate in relation to the operation of **committees** and **subcommittees**, including, but not limited to:

(a) functions and powers; and
(b) tenure of members; and
(c) conduct of meetings (including how meetings are called).

and may amend, repeal or substitute such by-laws from time to time.

Secretary

57. Appointment and role of secretary

57.1 The **company** must have at least one secretary, who may also be a director.

57.2 A secretary must be appointed by the directors (after giving the **company** their signed consent to act as secretary of the **company**) and may be removed by the board.

57.3 The **board** must decide the terms and conditions under which the secretary is appointed, including any remuneration.

57.4 The secretary must ensure that the following are maintained:

(a) a register of the **company**'s members, and
(b) the minutes and other records of **general meeting**s (including notices of meetings), directors' meetings and resolutions.

Minutes and records

58. Minutes and records

58.1 The **company** must, within one month, make and keep the following records:

(a) minutes of proceedings and resolutions of **general meetings,**
(b) minutes of any other resolutions of members,
(c) a copy of a notice of each **general meeting**, and
(d) a copy of a members' statement distributed to members under clause 27.

58.2 The **company** must, within one month, make and keep the following records:

(a) minutes of proceedings and resolutions of directors' meetings (including meetings of any **committees** and **subcommittees**), and
(b) minutes of any other resolutions of directors.

58.3 To allow members to inspect the **company**'s records:

(a) the **company** must give a member access to the records set out in clause 58.1, and
(b) the directors may authorise a member to inspect other records of the **company**, including records referred to in clause 58.2.

58.4 The **board** must ensure that minutes of a **general meeting** or a board **meeting** are signed within a reasonable time after the meeting by:

(a) the chairperson of the meeting, or
(b) the chairperson of the next meeting.

58.5 The **board** must ensure that minutes of the passing of a resolution passed without a meeting (of members or directors) are signed by a director within a reasonable time after the resolution is passed.

59. Financial and related records

59.1 The **company** must make and keep written financial records that:

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

59.2 The **company** must also keep written records that correctly record its operations.

59.3 The **company** must retain its records for at least 7 years.

59.4 The **board** must take reasonable steps to ensure that the **company**'s records are kept safe.

Notice

61 What is notice

61.1 Anything written to or from the **company** under any clause in this constitution is written notice and is subject to clauses 62 to 64, unless specified otherwise.

61.2 Clauses 62 to 64 do not apply to a notice of proxy under clause 33.6.

62 Notice to the company

Written notice or any communication under this constitution may be given to the **company,** the **board**, or the secretary by:

(a) delivering it to the **company**'s registered office, or
(b) posting it to the **company**'s registered office or to another address chosen by the **company** for notice to be provided, or
(c) sending it to an email address or other electronic address notified by the **company** to the members as the **company**'s email address or other electronic address, or
(d) sending it to the fax number notified by the **company** to the members as the **company**'s fax number.

63 Notice to members

63.1 Written notice or any communication under this constitution may be given to a member:

(a) in person, or
(b) by posting it to, or leaving it at the address of the member in the register of members or an alternative address (if any) nominated by the member for service of notices, or
(c) sending it to the email or other electronic address nominated by the member as an alternative address for service of notices (if any), or
(d) sending it to the fax number nominated by the member as an alternative address for service of notices (if any), or
(e) if agreed to by the member, by notifying the member at an email or other electronic address nominated by the member, that the notice is available at a specified place or address (including an electronic address).

63.2 If a member elects to receive documents in physical form or electronic form, the company must take reasonable steps to send documents in a manner that complies with the election.

63.3 If the **company** does not have an address for the member, the **company** is not required to give notice in person.

64 When notice is taken to be given

64.1 A notice:

(a) delivered in person, or left at the recipient's address: is taken to be given on the day it is delivered, or
(b) sent by post: is taken to be given on the third **business day** after it is posted to the address notified by the recipient and payment of postage costs, or
(c) sent by email, fax or other electronic method: is taken to be given when it is sent, unless the sender receives an automated message that the notice has not been delivered, and
(d) given under clause 63.1(e): is taken to be given on the **business day** after the notification that the notice is available is sent.

64.2 If the delivery or receipt of a notice is on a day which is not a **business day** or is after 5.00pm on a **business day**, it is deemed to be received at 9.00am on the following **business day**.

Financial matters

65 Company's financial year

The **company**'s financial year is from 1 July to 30 June, unless the **board** passes a resolution to change the financial year.

Indemnity, insurance and access

66 Indemnity

66.1 The **company** indemnifies each officer of the **company** out of the assets of the **company**, to the extent permitted by law (including the **Corporations Act**), against all losses and liabilities (including costs, expenses and charges) incurred by that individual as an officer of the **company**.

66.2 In this clause, 'officer' means a director or secretary and includes a director or secretary after they have ceased to hold that office.

66.3 The indemnity is a continuing obligation and is enforceable by an officer:

(a) even though that individual is no longer an officer of the **company**, and
(b) is enforceable without that individual having first to incur any expense or make any payment.

67 Insurance

To the extent permitted by law (including the **Corporations Act**), and if the **board** considers it appropriate, the **company** may pay or agree to pay a premium for a contract insuring an individual who is (or has been) an officer of the **company** against any liability incurred by them as an officer of the **company**.

68 Directors' access to documents

68.1 A director has a right of access to the financial records of the **company** at all reasonable times.

68.2 The **board** may resolve to give a director or former director access to other records, including documents provided for or available to the directors.

Winding up

69 Winding up voluntarily

If permitted by law, the **company** may be wound up voluntarily by **special resolution**.

70 Surplus assets not to be distributed to members

If the **company** is wound up, any **surplus assets** must not be distributed to a member or a former member of the **company**, unless that member or former member is a charity described in clause 74.

71 Distribution of surplus assets

71.1 Subject to the **Corporations Act** and any other applicable Act, and any court order, any **surplus assets** that remain after the **company** is wound up must be distributed to one or more charities:

(a) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 4, and
(b) which also prohibit the distribution of any **surplus assets** to its members to at least the same extent as the **company**.

71.2 The decision as to the charity or charities to be given the **surplus assets** must be made by a **special resolution** of 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.

Definitions and interpretation

72 Reading this constitution with the Corporations Act

72.1 The replaceable rules set out in the **Corporations Act** do not apply to the **company**.

72.2 While the **company** is a **registered charity**, the **ACNC Act** and the **Corporations Act** override any clauses in this constitution which are inconsistent with those Acts, as they apply to a **registered charity**.

72.3 If the **company** is not a **registered charity** (even if it remains a charity), the **Corporations Act** overrides any clause in this constitution which is inconsistent with that Act.

72.4 A word or expression that is defined in the **Corporations Act**, or used in that Act and covering the same subject, has the same meaning as in this constitution.

73 Interpretation

In this constitution:

(a) the words 'including', 'for example', or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression, and

(b) reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations).

74 Definitions

In this constitution:

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

Ad-hoc committee means a committee established by the **board** for a specific purpose or project, typically for a limited duration, which is disbanded once its assigned task or function is completed. The scope, authority, and reporting requirements of an ad hoc committee are determined by the **board** at the time of its formation.

Animal-assisted services are delivered by qualified, fully insured professionals who integrate animals into their scope of practice.

Assistance animals are defined in Section 9.2, Disability Discrimination Act 1992 (Cth) [i]

Board means the body of individuals appointed as directors of the **company** who are authorised to manage and control the affairs of the **company**, acting collectively and in accordance with the **Corporations Act 2001 (Cth)** and this Constitution.

Business day means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in the place where the **company's** registered office is located.

Committee means a body established by the **board** to assist in discharging its governance or oversight responsibilities. Only directors of the **company** may serve as members of a **committee**. A **committee** operates under terms of reference approved by the **board** and exercises powers delegated to it by the **board**.

Company means the **company** referred to in clause 1.

Corporations Act means the Corporations Act 2001 (Cth).

Chairperson means a person elected by the directors to be the **company**'s chairperson under clause 36.

General meeting means a meeting of members.

Incorporated body means an entity that

i. is a body corporate under Australian or foreign law, or

ii. has been formally registered or created through a statutory process, and

iii. has separate legal personality from its members or founders.

Member present means a **member present** in person, by representative, or by proxy, at a **general meeting**.

Membership Class (or ***Class of Membership***) means the categories of membership outlined in clause 8.2.

Person means an individual or body, whether **incorporated** or not.

Registered charity means a charity that is registered under the **ACNC Act**.

Special resolution means a resolution:

i. of which notice has been given under clause 19.5(d), and

ii. that has been passed by at least 75% of the votes cast by **members present** and entitled to vote on the resolution.

Standing committee means a **committee** established by the **board** with an ongoing role and continuing authority to carry out specific functions or oversee key areas of the **company's** operations, governance, or compliance, as set out in the **committee's** terms of reference.

Subcommittee means a body established by the **board** to support or assist in specific projects or functions A **subcommittee** operates under terms of reference approved by the **board** and exercises powers delegated to it by the **board**. **Subcommittees** may include individuals who are not directors, provided that the **board** retains ultimate oversight of the **subcommittee's** functions and reporting.

Surplus assets means any assets of the **company** that remain after paying all debts and other liabilities of the **company**, including the costs of winding up.

Virtual meeting platform means any technology that allows members to participate in a meeting, including by asking questions orally and in writing, without being physically present at the meeting.

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[i]

Section 9.2, Disability Discrimination Act 1992 (Cth)

(2) For the purposes of this Act, an ***assistance animal*** is a dog or other animal:

(a) accredited under a law of a State or Territory that provides for the accreditation of animals trained to assist a person with a disability to alleviate the effect of the disability; or

(b) accredited by an animal training organisation prescribed by the regulations for the purposes of this paragraph; or

(c) trained:

(i) to assist a person with a disability to alleviate the effect of the disability; and

(ii) to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.

Note: For exemptions from Part 2 for discrimination in relation to assistance animals, see section 54A.