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**UNITED NATIONS YOUTH AUSTRALIA LIMITED**

**CONSTITUTION**

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***Corporations Act 2001 (Cth)***

**Public company limited by guarantee**

**United Nations Youth Australia Limited**

**ACN 165 080 795**

**1. NATURE OF COMPANY AND LIABILITY**

**Nature of Company**

- 1.1 The Company is a public company limited by guarantee.
- 1.2 The Company must apply its income and property solely to promoting its objects.

**Liability of Members and guarantee on winding up**

- 1.3 The liability of the Members is limited. Every Member undertakes to contribute \$20 to the assets of the Company if it is wound up while that person is a Member, or within one year afterwards, for:
  - 1.3.1 payment of the Company's debts and liabilities contracted before they ceased to be a Member; and
  - 1.3.2 costs and expenses of winding up.

**2. OBJECTS**

- 2.1 The objects of the Company are to:
  - 2.1.1 promote the aims of the United Nations Charter and to support the United Nations in achieving those aims;
  - 2.1.2 instil in every young Australian a deeper understanding of global issues and the work of the United Nations;
  - 2.1.3 promote respect for and awareness of universal human rights;
  - 2.1.4 empower young people at every level of decision-making;
  - 2.1.5 provide young people with the skills and opportunities to realise their full potential as decision makers;
  - 2.1.6 facilitate discussion and debate throughout the community on issues of global significance;
  - 2.1.7 support the Members in the Company's shared and continuing mission to open young eyes to the world; and,
  - 2.1.8 foster a membership of committed volunteers who act on the basis of goodwill, giving shape and hope to our future.

- 2.2 In order to achieve the objects of the Company specified in clause 2.1 the Company will:
- 2.2.1 use every effort promote the Company's objects in a manner that does not promote or oppose a political party or a candidate for political office;
  - 2.2.2 do such other things, including working with partner organisations, as may seem proper to fulfil the objects;
  - 2.2.3 seek to raise money to further the aims of the Company and secure sufficient funds for the purposes of the Company;
  - 2.2.4 receive any funds and distribute these funds in a manner that best attains the object of the Company; and
  - 2.2.5 do all such things as are incidental, convenient or conducive to the attainment of all or any of the above.
- 2.3 For the avoidance of doubt, it is not an object of the Company to control the management, structure, or activities of any Voting Member, except to the extent this constitution expressly otherwise provides.

### **3. MEMBERSHIP**

#### **Classes of membership**

- 3.1 The membership of the Company will be divided into the following classes of membership:
- 3.1.1 Voting Members; and
  - 3.1.2 Associate Members.

#### **Voting Members and Associate Members**

- 3.2 The Voting Members of the Company are:
- 3.2.1 United Nations Youth Australian Capital Territory Inc.;
  - 3.2.2 United Nations Youth New South Wales Inc.;
  - 3.2.3 United Nations Youth Northern Territory Inc.;
  - 3.2.4 United Nations Youth Queensland Inc.;
  - 3.2.5 United Nations Youth South Australia Inc.;
  - 3.2.6 United Nations Youth Tasmania Inc.;
  - 3.2.7 United Nations Youth Victoria Inc.;
  - 3.2.8 United Nations Youth Western Australia Inc.; and

3.2.9 any other body corporate that is admitted as a Voting Member and listed in the Register.

3.3 An Associate Member of the Company is any individual who is:

3.3.1 an ordinary member of a Voting Member; or

3.3.2 appointed as an Associate Member by the Board, in their absolute discretion.

#### **Membership**

3.4 The Members of the Company are the initial Members as identified in the application for incorporation of the Company to the Australian Securities and Investments Commission and such other persons as the Company admits to membership in accordance with this constitution.

#### **Membership not transferable**

3.5 A Member's rights, privileges and benefits of membership are personal to the Member and membership of the Company is not transferable.

#### **Application for Voting Membership**

3.6 Any incorporated association, whose objects are substantially the same as the Company's objects, and which is incorporated in an Australian state or territory other than a state or territory in which a current Voting Member is incorporated, may apply to be a Voting Member of the Company.

#### **Application for Associate Membership**

3.7 Any individual who, on the date of application, is not an Associate Member by virtue of their membership in a Division, and is at least sixteen (16) years old, but not older than twenty four (24) years, may apply to be Associate Member of the Company.

3.8 Ordinary Members of a Voting Member are not required to submit a further application to become an Associate Member.

#### **Members**

3.9 Voting Members must:

3.9.1 in order to maintain membership, pay the annual subscription in accordance with clause 4; and

3.9.2 otherwise comply with the provisions of this Constitution.

3.10 A Voting Member has the right to receive notices of, and to attend, and to be heard, at any general meeting and has the right to vote at any general meeting.

3.11 An Associate Member has the right to receive notices of, and to attend, and to be heard at, any general meeting but does not have the right to vote at any general meeting.

3.12 Voting Members must not:

- 3.12.1 communicate with a Minister, Department, Agency or Commission of the Australian Government, or agencies of the United Nations or the United Nations itself, except as necessary to comply with Law;
- 3.12.2 carry out any activity with three or more Voting Members;
- 3.12.3 engage, participate in, or organise any international activity irrespective of whether that activity takes place within Australia;
- 3.12.4 impose any membership fee, application fee, or subscription on their members or voting members as a condition of membership or voting membership;
- 3.12.5 have any member or voting member of their organisation other than a person who:
  - 3.12.5.1 is a natural person, and,
  - 3.12.5.2 is at least sixteen (16) years old, but not older than twenty four (24) years old, and,
  - 3.12.5.3 has agreed to conditions of membership which may be prescribed by a resolution of the Voting Members, and,
  - 3.12.5.4 has not been removed from the Register of Members of the Company, without a resolution of the Company permitting that person to resume membership; or,
- 3.12.6 maintain any form of governance other than a democratic form of governance, whereby the actions of the Voting Member are the product of appropriate democratic and transparent decision-making processes;
- 3.12.7 falsify or fail to provide any records required to execute the provisions of this Constitution; or
- 3.12.8 fail to approve and enforce, as that Voting Member's policy, an ethical investment and sponsorship policy, a comprehensive child safe policy, risk management framework, code of conduct, and privacy and data protection policy approved by resolution of the Board; such resolution may be approved or amended only with at least fourteen (14) days notice to the Voting Members.

**Form of application**

3.13 An application for membership must comply with the following requirements:

- 3.13.1 it must be signed by the applicant; and

- 3.13.2 it must be accompanied by such documents or evidence as determined necessary by the Board.

#### **Admission to membership**

- 3.14 Individuals notified by a Voting Member to the Company as being Ordinary Members of the Voting Member, become an Associate Member from the date of notification.
- 3.15 Subject to clause 3.14, the Board must consider all other applications for Associate membership as soon as practicable after its receipt and determine, in its absolute discretion, the admission or rejection of the applicant.
- 3.16 The Company in a General Meeting must consider any application for Voting membership at the next General Meeting after its receipt and determine, in its absolute discretion, the admission or rejection of the applicant.
- 3.17 The Board may in its absolute discretion determine the category of membership suitable for an applicant.
- 3.18 The Board does not have to give reasons for accepting or rejecting an application or granting a particular category of membership.
- 3.19 If an application for membership is rejected, any application fee and any annual subscription paid by the applicant must be refunded to the applicant.
- 3.20 If an applicant is accepted for membership, the Secretary must notify the applicant of admission in the form of a receipt for the application fee, if any, and annual subscription or in such other form as the Board may determine from time to time and the name and details of the applicant must be entered in the Register.
- 3.21 An applicant that is accepted for membership becomes a Member when the applicant's name is entered in the Register.

#### **Register of Members**

- 3.22 A register of the Members of the Company must be kept in accordance with the Corporations Act.
- 3.23 The following details must be entered in the Register in respect of each Member:
- 3.23.1 the full name of the Member, including the ACN or ABN of a Member that is a body corporate;
  - 3.23.2 the address of the Member (being the registered address in the case of a corporate Member); and
  - 3.23.3 the date on which the entry of the Member's name in the Register is made.
- 3.24 The Register must also show the following information, which may be kept separately from the rest of the Register:

- 3.24.1 the name and details of each person who stopped being a Member within the last seven years; and
  - 3.24.2 the date on which each such person stopped being a Member.
- 3.25 The Company may also keep further registers recording other information about Members that is not required to be kept under the Corporations Act.
- 3.26 The following details may be entered in a register referred to in clause 3.25:
  - 3.26.1 the telephone number, facsimile number and email address (as applicable) of the Member;
  - 3.26.2 the category of membership;
  - 3.26.3 the date of last payment of the Member's annual subscription (if applicable);
  - 3.26.4 in the case of a Member other than an individual, the full name, address, telephone number, facsimile number and email address (as applicable) of its representative;
  - 3.26.5 in the case of an Associate Member, the Member's age and birth date; and
  - 3.26.6 such other information as the Board may require.
- 3.27 Each Voting Member must notify the Secretary in writing of any change in that person's name, address, telephone or facsimile number or email address within one month after the change.

#### **4. APPLICATION FEE AND ANNUAL SUBSCRIPTION**

##### **Application fee**

- 4.1 The application fee payable by each applicant for Voting Membership is such sum as the Board may prescribe from time to time, and for the avoidance of doubt may be nil.
- 4.2 There is no application fee payable in respect of Associate Membership.

##### **Annual subscription**

- 4.3 The amount of the annual subscription payable may be different for each Voting Member.
- 4.4 The total amount to be raised from annual subscriptions paid by Voting Members will be determined by an ordinary resolution of Members at each annual general meeting. The Members may by an ordinary resolution alter the total amount to be raised at any time.
- 4.5 The method of calculating annual subscriptions payable by each Voting Member will be determined by a Special Resolution of Voting Members. For the avoidance of doubt, the method of calculating annual subscriptions payable by each Voting Member does not need to be revised each year.



- 4.6 There is no annual subscription fee payable by Associate Members.
- 4.7 All annual subscriptions are due and payable in arrears on 31 May in each year.
- 4.8 If a Voting Member demonstrates hardship, the Board may:
  - 4.8.1 reduce the annual subscription payable by that Member; and
  - 4.8.2 waive outstanding fees due from previous financial years,in such manner as it thinks fit.

#### **Unpaid annual subscriptions**

- 4.9 A Member ceases to be entitled to any of the rights or privileges of membership if any annual subscription payable by the Member in accordance with this clause 4, remains unpaid for one month after it becomes payable and a notice of default is given to the Member pursuant to a resolution of the Board. However, the rights or privileges of membership may be reinstated on payment or waiver of all arrears if the Board (in its absolute discretion) so resolves.

### **5. REMOVAL AND CESSATION OF MEMBERSHIP**

#### **Resignation**

- 5.1 A Member may resign from membership of the Company by giving written notice to the Secretary.
- 5.2 The resignation of a Member is deemed to take effect from the date of receipt of the notice of resignation or such later date as is provided in the notice. The resignation does not limit the Member's liability under this constitution.

#### **Failure to pay**

- 5.3 If a Member has not paid all arrears of annual subscriptions in accordance with clause 4.7 or, if paid, the Member's rights and privileges are not reinstated by the Board in accordance with clause 4.9, each of the following applies in respect of that Member:
  - 5.3.1 the Member remains liable for all the obligations and liabilities of membership for six months after the date of notification under clause 4.9; and
  - 5.3.2 the Member ceases to be a Member and the Member's name must be removed from the Register at the end of the six month period.

#### **Other cessation of membership**

- 5.4 A Member ceases to be a Member immediately upon any Termination Event occurring in respect of the Member.

### **Removal from membership**

- 5.5 The Board may convene a meeting of Members to consider the removal of a Member from the Register if the Board, in its absolute discretion, resolves that the person is no longer considered suitable for membership of the Company.
- 5.6 The Board must provide at least 21 days written notice to any Member of any intention to remove that person from the Register, so as to enable the Member to provide any written representations to the Company.
- 5.7 Where a Member makes any written representations and the Member requests that the representations be notified to Members of the Company, the Company must:
- 5.7.1 state that the representations have been made in any notice of the resolution given to Members of the Company; and
  - 5.7.2 send a copy of the representations to every Member of the Company to whom the notice of the meeting has been or is sent.
- 5.8 The requirements in clause 5.7 do not apply to the Company if the representations are received by it too late for it to satisfy those requirements. If a copy of the representations is not so sent because they were received too late, or because of the Company's default, then the Member may, without affecting any right to be heard orally, require the representations be read out at the meeting.
- 5.9 Copies of the representations need not be sent out and the representations need not be read out at the meeting if the Board is satisfied on reasonable grounds that the rights conferred by clause 5.7 are being abused, including to secure needless publicity for a defamatory matter.
- 5.10 The Board must give reasons for recommending the removal of any Member from the Register.
- 5.11 A Special Resolution of Voting Members is required to remove a Member.

## **6. NO PROFITS FOR MEMBERS**

### **Transfer of income or property**

- 6.1 The Company may not pay or transfer any income or property, directly or indirectly to any Member.
- 6.2 The Company must not pay a dividend to any Member.

### **Payments, services and information**

- 6.3 Nothing in this clause 6 prevents the Company making a payment in good faith of any of the following:
- 6.3.1 an amount to any Member in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual course of business;

- 6.3.2 reasonable and proper interest on money borrowed from any Member;
  - 6.3.3 reasonable and proper rent for premises let by any Member to the Company; or
  - 6.3.4 reimbursement of expenses reasonably and properly incurred by any Member on the Company's behalf with the consent of the Board.
- 6.4 Nothing in this clause 6 prevents the Company from providing services or information to Members on terms which are different from the terms on which services or information are provided to persons who are not Members.
- 7. GENERAL MEETINGS**
- Convening of meetings by Directors**
- 7.1 Any Director may convene a general meeting.
- Convening of meetings by Members**
- 7.2 The Board must call and arrange to hold a general meeting:
- 7.2.1 at least once in each 12 month period following the date of registration of the Company (**annual general meeting**);
  - 7.2.2 within 21 days after a written request, signed by at least one Voting Member, is received by the Company (such a meeting must be held not later than two months after the request is received by the Company); and
  - 7.2.3 if required to do so under the Corporations Act.
- Notice of general meeting**
- 7.3 The Board may give notice of a general meeting by any form of communication permitted by the Corporations Act, providing that the notice of a general meeting:
- 7.3.1 is given to Members 21 days in advance of the meeting, except where all Voting Members otherwise agree (to the extent permitted by the Corporations Act);
  - 7.3.2 specifies the place, the day and the hour of meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate the meeting;
  - 7.3.3 specifies the general nature of the business to be transacted; and
  - 7.3.4 specifies any other matters as are required by the Corporations Act.
- 7.4 The accidental omission to give notice of any general meeting to, or the non-receipt of a notice by, a person entitled to receive notice does not invalidate a resolution passed at the general meeting.

### **Cancellation of general meetings**

- 7.5 The Board may cancel a general meeting, other than a general meeting which the Board is required to convene and hold under the Corporations Act or a general meeting called in accordance with clause 7.2.2.
- 7.6 The Board may cancel a general meeting if notice of the cancellation is given to all persons entitled to receive notice of the meeting at least two business days prior to the time of the meeting as specified in the notice of meeting.

### **Quorum at general meetings**

- 7.7 The Members in a general meeting may not transact any business unless a quorum of Members is present at the time when the meeting proceeds to business.
- 7.8 Except as otherwise set out in this constitution, a quorum for the purposes of a general meeting is the following number of Members present in person or by representative:
- 7.8.1 51 per cent of the total number of Voting Members entitled to vote at the meeting at the time, rounding up; and
  - 7.8.2 Seventeen (17) Associate Members who are not Directors, or at least 10% of the total number of Associate Members, whichever is fewer.
- 7.9 If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the chairperson:
- 7.9.1 if the meeting was convened by or on the requisition of Members, it must be dissolved; or
  - 7.9.2 otherwise, it must stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Board.
- 7.10 If a meeting has been adjourned to another time and place determined by the Board, not less than five business days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.

### **Quorum at adjourned general meetings**

- 7.11 At the adjourned meeting, 51 per cent of Voting Members, entitled to vote at the meeting, and either seventeen (17) Associate Members, who are not Directors or at least 10% of the total number of Associate Members, whichever is fewer, present in person or by representative, is a quorum. If a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

### **Appointment of chairperson**

- 7.12 Every general meeting must be chaired by a chairperson. The chairperson will be determined as follows:

- 7.12.1 if the Board has elected a Director as Chair in accordance with clause 12.6, that person is entitled to chair every general meeting;
- 7.12.2 secondly, the Directors present at the meeting must elect one of their number to chair that meeting if either one of the following applies:
  - 7.12.2.1 no Chair has been elected in accordance with clause 12.6; or
  - 7.12.2.2 the Chair is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act; and
- 7.12.3 thirdly, the Voting Members entitled to vote at the meeting present in person or by representative at the meeting must elect one of those Members to chair that meeting if either of the following applies:
  - 7.12.3.1 there are no Directors present within 15 minutes after the time appointed for the holding of the meeting; or
  - 7.12.3.2 all Directors present decline to chair the meeting.

#### **Chairperson's powers**

- 7.13 The chairperson may temporarily vacate the chair at a general meeting in favour of another person present at any time and for any reason they see fit, and must do so if the Members are voting on the chairperson's election or re-election as a Director (if applicable).
- 7.14 Subject to the terms of this constitution regarding adjournment of meetings, the chairperson's ruling on all matters relating to the order of business, procedure and conduct of the general meeting may be overturned on a motion of dissent agreed to by 51% of the Voting Members.
- 7.15 The chairperson may, in his or her absolute discretion, refuse any person admission to a general meeting, or expel the person from the general meeting and not permit them to return, if the chairperson reasonably considers that the person's conduct is inappropriate. Inappropriate conduct in a general meeting includes:
  - 7.15.1 the use of offensive or abusive language which is directed to any person, object or thing;
  - 7.15.2 attendance at the meeting while under the influence of any kind of drug, or using or consuming any drug at the meeting, including any alcoholic substance; and
  - 7.15.3 possession of any article, including a recording device or other electronic device or a sign or banner, which the chairperson considers is dangerous, offensive or disruptive or likely to become so.

#### **Adjournment of meetings**

- 7.16 The chairperson may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting to another time and to another place.

- 7.17 The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- 7.18 When a meeting is adjourned for 20 business days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- 7.19 Except when a meeting is adjourned for 20 business days or more, it is not necessary to give a notice of an adjournment or of the business to be transacted at an adjourned meeting.

#### **Voting on show of hands**

- 7.20 At a general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is demanded before that vote is taken or before the result is declared or immediately after the result is declared.
- 7.21 If a poll is not duly demanded, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

#### **Demand for a poll**

- 7.22 A poll may be demanded by either:
- 7.22.1 the chairperson;
  - 7.22.2 a Director; or
  - 7.22.3 any Voting Member.
- 7.23 The demand for a poll may be withdrawn.
- 7.24 The demand for a poll does not prevent the continuance of a meeting for the transaction of business other than the question on which a poll is demanded.
- 7.25 If a poll is duly demanded, it must be taken in the manner and, except as to the election of a chairperson or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the chairperson directs or as the Voting Members determine. The result of the poll is the resolution of the meeting at which the poll is demanded.
- 7.26 A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.

#### **Voting rights of Voting Members**

- 7.27 On a show of hands every person present who is a Voting Member or who represents a corporation who is a Member has one vote.
- 7.28 On a poll every Voting Member present in person or representative has one vote.

### **Vote of the chairperson at general meetings**

- 7.29 The chairperson of a general meeting is not entitled to a second or casting vote. On a matter in which the votes are evenly divided, the question shall be resolved in the negative.

### **Objections to voter qualification**

- 7.30 No objection may be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- 7.31 An objection to the qualification of a voter must be referred to the chairperson, whose decision is final.
- 7.32 A vote not disallowed according to an objection as provided in this constitution is valid for all purposes.

### **Mode of meeting for Members**

- 7.33 A general meeting may be called or held (including at more than one venue) using any technology that gives the Members as a whole a reasonable opportunity to participate in the meeting. The Members may otherwise regulate their meetings as they think fit.

### **Resolution in writing**

- 7.34 A resolution in writing, signed by all Members entitled to vote on the resolution, is to be treated as a determination of the Members passed at a meeting of the Members duly convened and held.

### **Form of resolution in writing**

- 7.35 A resolution in writing may consist of several documents in like form, each signed by one or more Voting Members and if so signed it takes effect on the latest date on which a Voting Member signs one of the documents.
- 7.36 In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of Members, is to be treated as a resolution in writing, and a document bearing a facsimile of a signature is to be treated as signed.

### **Resolutions of members binding on Board**

- 7.37 The Board must act in accordance with all resolutions made by the Voting Members.

## **8. REPRESENTATIVES**

### **Representatives of Members**

- 8.1 At meetings of Members each Voting Member entitled to vote may vote in person or by representative in accordance with clauses 7.27 and 7.28.
- 8.2 Subject to the terms of their appointment, a person representing a corporation which is a Voting Member has all the powers of a Voting Member, except where expressly stated to the contrary.

### **Appointment and removal of representatives**

- 8.3 A Member which is a corporation may from time to time appoint one or more natural persons as its representative in any matters connected with the Company, including as permitted by the Corporations Act.
- 8.4 A Member may appoint, and remove, its representative for the time being by written notice to the Secretary in such form as the Board may prescribe from time to time.
- 8.5 For the avoidance of doubt, a representative is entitled to exercise the powers of the Member which appointed him or her (in accordance with clause 8.2) and, where the Member is a Voting Member, a representative present must be counted towards a quorum on the basis that the Member is to be considered personally present at the general meeting by its representative.

## **9. APPOINTMENT AND RETIREMENT OF DIRECTORS**

### **Initial Directors**

- 9.1 The initial Directors of the Company to be appointed on the day the Company is registered will be those individuals named in the application to register the Company who have consented to act as Directors.

### **Number of Directors**

- 9.2 The number of Directors must not be less than six (6) nor more than ten (10) until otherwise determined in accordance with this constitution.
- 9.3 At the annual general meeting held in 2014, the Company shall designate no more than four (4) Directors to be “Independent Directors”. Independent Directors are identical in all respects to ordinary Directors, except as this constitution expressly otherwise provides. An Independent Director is eligible to be succeeded upon retirement only by another Independent Director,
- 9.4 There will be a preference for ten (10) Directors holding office at any time, where practicable.
- 9.5 The Company may, by special resolution, increase or reduce the number of Directors, increase or reduce the number of Independent Directors, and may also determine in what rotation the increased or reduced number is to go out of office.

### **Qualifications of Directors**

- 9.6 A person is only eligible for the appointment of Director of the Company if the person is an Associate Member as defined in this constitution.

### **Re-election of Directors at first AGM**

- 9.7 At the first annual general meeting of the Company, and at the annual general meeting held in 2014, all the Directors of the Company must retire from office and the Members must elect up to a total of ten (10) Directors from the nominations.



- 9.8 Nominations for the position of Director at the first annual general meeting and the annual general meeting held in 2014 may be submitted by a Member or a retiring Director.

#### **Retirement of Directors**

- 9.9 At each annual general meeting of the Company following the first annual general meeting the following Directors must retire from office:
- 9.9.1 Each Independent Director; and,
  - 9.9.2 Any other Director who has been in office for twenty-three months or more since that Director's election, or last re-election as a Director; and
  - 9.9.3 Sufficient additional ordinary Directors such that one half of the Directors for the time being other than the Independent Directors, or, if their number is not two or a multiple of two, then the number nearest one half, will retire at this annual general meeting (for the avoidance of doubt, this number may be zero).
- 9.10 The Directors to retire at an annual general meeting are those who have been longest in office since their last election. If two or more persons became Directors on the same day, those to retire shall be determined by lot unless they otherwise agree among themselves.
- 9.11 Directors retiring at an annual general meeting will act as a director until the conclusion of that meeting and are eligible for re-election to the extent permitted by law and this constitution.
- 9.12 A Director may retire from office by giving notice in writing to the Company of that Director's intention to retire. A notice of resignation takes effect at the time which is the later of the time of giving the notice to the Company and the expiration of the period, if any, specified in the notice.

#### **Casual vacancies**

- 9.13 The Board may at any time appoint a person to be a Director to fill a casual vacancy. The total number of Directors may not exceed the number fixed in accordance with this constitution.
- 9.14 A Director appointed under clause 9.13 holds office only until the next general meeting after the appointment and is then eligible for re-election.

#### **Removal from office**

- 9.15 The Company may by ordinary resolution remove a Director from office and may by ordinary resolution appoint another person as a replacement.

#### **Vacation of office**

- 9.16 In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act or another provision of this constitution, the office of Director immediately becomes vacant if any of the following occurs:
- 9.16.1 the Director becomes bankrupt;

- 9.16.2 the Director becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health or guardianship;
- 9.16.3 the Director ceases to be an Associate Member;
- 9.16.4 the Director is absent from at least three consecutive Board meetings or at least five Board meetings over a consecutive period of 12 months without the prior written consent of the Board; or
- 9.16.5 the Director becomes prohibited from being a director by reason of an order made under the Corporations Act.

## **10. DIRECTORS' REMUNERATION**

### **Remuneration of Directors**

- 10.1 The Company will not pay or give any remuneration or other benefit in money or money's worth to any Director, except payment for expenses in accordance with clause 10.2.

### **Payment for expenses**

- 10.2 Each Director will be reimbursed for out-of-pocket expenses approved by the Board, that are reasonably and properly incurred by the Director in connection with Company business (including travel and accommodation expenses). Alternatively, the Company may pay such amounts on the Director's behalf.

## **11. POWERS OF THE BOARD**

- 11.1 The Board may exercise all those powers of the Company as are not, by the Corporations Act or by this constitution, required to be exercised by the Members in general meeting or otherwise.
- 11.2 In exercising its powers under clause 11.1, the Board must comply with all applicable resolutions of the Company.
- 11.3 The Board must maintain a formal record (**By-Laws**) in a consolidated form of all resolutions of continuing force and effect, noting which were approved by the members and which by the Board, and must make the formal consolidated record available for inspection by Members on request. The Board must give notice of each Board resolution to the Voting Members within seven days after the resolution is approved.

## **12. PROCEEDINGS OF DIRECTORS**

### **Convening of Board meetings**

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

### **Notice of Board meetings**

- 12.2 The person convening a Board meeting must ensure that notice of the Board meeting is given to each Director at least 24 hours before the meeting or at another time determined by Board resolution, except:
- 12.2.1 all Directors may waive in writing the required period of notice for a particular meeting; and
  - 12.2.2 it is not necessary to give a notice of a meeting of Directors to a Director who is out of Australia or who has been given leave of absence by the Board.

### **Quorum at Board meetings**

- 12.3 At a Board meeting, the number of Directors whose presence is necessary to constitute a quorum is six (6).
- 12.4 If the number of Directors is reduced below the number necessary for a quorum of Directors, the continuing Director or Directors may act only to:
- 12.4.1 appoint additional Directors to the number necessary for a quorum in accordance with clause 9.13; or
  - 12.4.2 convene a general meeting of the Company.

### **Voting at Board meetings**

- 12.5 The Board must determine any questions arising at a Board meeting by a majority of votes of Directors present and voting.

### **Chair**

- 12.6 The Board may elect a Director, other than an Independent Director, as Chair to chair Board meetings, and may determine the period for which the Chair will hold office.
- 12.7 If no Chair is elected, or if at any meeting the Chair is not present within ten minutes after the time appointed for holding the meeting or is unwilling to act, the Directors present must choose one of their number to chair that meeting.

### **Chairperson's vote at Board meetings**

- 12.8 The Chair (or other Director chairing the meeting in accordance with clause 12.7) has a second or casting vote at Board meetings.

### **Participation where Directors interested**

- 12.9 A Director may be present and may vote on a matter before the Board if and to the extent that they are permitted to do so under the Corporations Act.
- 12.10 If there are not enough Directors to form a quorum as a result of a Director having an interest which disqualifies them from voting then one or more of the Directors (including those who

have the disqualifying interest in the matter) may call a general meeting of the Company and the general meeting may pass a resolution to deal with the matter.

- 12.11 Subject to compliance with the Corporations Act, a Director may execute or participate in the execution of a document by or on behalf of the Company.

#### **No disqualification**

- 12.12 Subject to compliance with the Corporations Act, a Director or any entity in which the Director has a direct or indirect interest (as applicable) may:

- 12.12.1 enter into a contract or arrangement with an Associated Party;
- 12.12.2 hold any office or place of profit (other than auditor) in an Associated Party; or
- 12.12.3 act in a professional capacity (or be a member of a firm that so acts) other than as auditor of an Associated Party.

- 12.13 Despite the fiduciary nature of a Director's office and the Director's fiduciary obligations:

- 12.13.1 any contract or arrangement entered into in accordance with clause 12.12.1 by the Director or any entity in which the Director has a direct or indirect interest is not invalid or voidable; and
- 12.13.2 a Director may do any of the things specified in clause 12.12 without any liability to account to the Company or any other person for any direct or indirect benefit accruing to the Director or any entity in which the Director has a direct or indirect interest.

#### **Exercise of rights**

- 12.14 If the Company holds or owns membership, shares or other interests in another body corporate, trust or other entity, the Board may exercise any and all voting rights conferred by the membership, shares or interests in any manner the Board considers fit.

#### **Delegation of powers**

- 12.15 The Board may delegate any of its powers to any person, as the Board sees fit. This includes delegating any of the Board's powers to committees consisting of Directors or other persons (as the Board sees fit) to act in Australia or elsewhere.

- 12.16 A committee's exercise of a power in accordance with this constitution is to be treated as the exercise of that power by the Board.

- 12.17 A committee must conform to the directions of the Board in the exercise of any powers delegated to it.

#### **Proceedings of committees**

- 12.18 Except as provided in a direction of the Board, the meetings and proceedings of a committee formed by the Directors must be governed by the provisions of this constitution, in so far as

they are applicable, as if meetings and proceedings of the committee are meetings and proceedings of the Board.

#### **Validity of acts of Directors**

- 12.19 All acts done by a Board meeting or of a committee of Directors or by a person acting as a Director are valid even if it is later discovered that there is a defect in the appointment of a person to be a Director or a member of the committee or that they or any of them were disqualified or were not entitled to vote.

#### **Minutes**

- 12.20 The Board must cause minutes of all proceedings of general meetings, of Board meetings and of committees formed by the Directors to be entered, within one month after the relevant meeting is held, in books kept for the purpose.
- 12.21 The Board must cause all minutes, except resolutions in writing treated as determinations of the Board, to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.

#### **Resolution in writing**

- 12.22 A resolution in writing signed by all Directors entitled to vote on the resolution (excluding Directors who have requested and been given leave of absence by the Board) is to be treated as a determination of the Board passed at a Board meeting duly convened and held.
- 12.23 A resolution in writing may consist of several documents in like form, each signed by one or more Directors and if so signed it takes effect on the latest date on which a Director signs one of the documents.

#### **Meetings and Resolutions by alternate means**

- 12.24 A Directors' meeting may be called or held using any technology consented to by all the Directors.
- 12.25 The consent to use technology for meetings may be a standing consent. A Director may only withdraw their consent within a reasonable period before the meeting.
- 12.26 In relation to a resolution, a document generated by electronic means, which purports to be a resolution of Directors, is to be treated as a resolution in writing and the document is to be treated as signed if:
- 12.26.1 a method is used to identify the person and to indicate the person's intention in respect of the resolution; and
  - 12.26.2 the method used is accepted, by the Board as reliable and appropriate; or
  - 12.26.3 the method used is proven in fact to have fulfilled the functions described in clause 12.26.1.

### **13. NATIONAL PRESIDENT**

#### **Appointment**

- 13.1 The Voting Members shall at the Company's annual general meeting appoint an Associate Member to the position of National President for the period of one year (with the possibility of re-appointment), but otherwise on the terms, including as to remuneration, the Board sees fit, provided always that the National President cannot be a Director for the period that they are the National President.
- 13.2 The National President:
- 13.2.1 Is the chief executive officer of the Company under the Corporations Act and any other Law;
  - 13.2.2 Shall be invited to attend all Board meetings and receive all communications of the Board except those communications and meetings from which the Board expressly votes to exclude the National President.
- 13.3 The Board may from time to time appoint another person, who must be an Associate Member, to act temporarily as National President, if:
- 13.3.1 The National President is absent from duty or from Australia or is (in the Board's determination) incapable of acting as the National President; or
  - 13.3.2 The position of the National President is vacant, other than at the annual general meeting.

#### **Termination**

- 13.4 Subject to the law, the Board by a vote of two thirds of the Directors presently in office may terminate the appointment of the National President. For the avoidance of doubt, the Company in general meeting also has the power to terminate the appointment of the National President.
- 13.5 A person's appointment as National President automatically terminates if they are appointed as a Director or ceases to be a Member.

### **14. SECRETARY**

- 14.1 The Board may appoint one or more Secretaries and may at any time terminate the appointment or appointments.
- 14.2 The Board may determine the terms and conditions of appointment of a Secretary, including remuneration. Any one of the Secretaries may carry out any act or deed required by this constitution, the Corporations Act or by any other statute to be carried out by the secretary of the Company.

## **15. INDEMNITY AND INSURANCE**

### **Indemnity**

- 15.1 Every officer and past officer of the Company must be indemnified by the Company, to the fullest extent permitted by law, against a liability incurred by that person as an officer of the Company or a subsidiary of the Company, including without limitation legal costs and expenses incurred in defending an action.

### **Insurance premiums**

- 15.2 The Company may pay the premium on a contract insuring a person who is or has been an officer of the Company to the fullest extent permitted by Law.

## **16. SEALS AND EXECUTION OF DOCUMENTS**

### **Custody of Seal**

- 16.1 If the Company has one, the Board must provide for the safe custody of the Seal.

### **Execution of documents**

- 16.2 The Company may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by any of the following:

16.2.1 by two Directors;

16.2.2 by a Director and the Secretary; or

16.2.3 by a Director and some other person appointed by the Directors for the purpose.

- 16.3 Nothing in this clause 16 limits the manner in which the Company may execute a document without the use of a Seal.

### **Official seals**

- 16.4 The Company may have for use in place of the Seal outside the jurisdiction where the Seal is kept one or more official seals, to be used in accordance with procedures approved by the Board.

## **17. GIFT FUND REQUIREMENTS**

### **Company to maintain a Gift Fund**

- 17.1 The Company must maintain a Gift Fund in accordance with this clause 17 for so long as it seeks or has obtained endorsement as a DGR from the Australian Taxation Office, or the Company is named as a DGR in ITAA 7.

### **Rules applying to the Gift Fund**

- 17.2 The following rules apply to any Gift Fund established and maintained by the Company:

- 17.2.1 the Gift Fund must have a name;
- 17.2.2 the Company must maintain sufficient documents to provide evidence of the Gift Fund's purpose and operations;
- 17.2.3 the Company must maintain a separate bank account for the Gift Fund;
- 17.2.4 the following must be credited to the Gift Fund:
  - 17.2.4.1 all gifts of money or property to the Company for the Principal Purpose; and
  - 17.2.4.2 all money or property received by the Company because of those gifts;
- 17.2.5 no other money or property may be credited to the Gift Fund; and
- 17.2.6 the Company must use any gifts, money or property of the kind referred to in clause 17.2.4 only for the Principal Purpose.

#### **Winding up of Gift Fund**

- 17.3 Despite clause 18, if the Gift Fund is wound up or the Company ceases to be a DGR for any reason, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it must be transferred to a fund, authority or institution to which income tax deductible gifts can be made. For the avoidance of doubt, if a Gift Fund operated by the Company is wound up but the Company remains a DGR and operates any other gift fund in accordance with this clause 17, any surplus assets of the Gift Fund that is being wound up may be transferred to any other gift fund operated by the Company.

#### **Definitions**

- 17.4 In this clause 17 the following definitions apply:
  - "DGR" means a "deductible gift recipient" within the meaning of section 30–227 of ITAA 97;
  - "Gift Fund" means a fund that is maintained for the Principal Purpose;
  - "ITAA 97" means *Income Tax Assessment Act 1997* (Cth); and
  - "Principal Purpose" means the purposes of the Company as reflected in the objects of the Company specified in clause 2, or any of those purposes.

### **18. SURPLUS ASSETS ON WINDING UP OR DISSOLUTION**

- 18.1 Subject always to clause 17.3, upon the winding up or dissolution of the Company, any remaining property after satisfaction of all debts and liabilities, will not be paid to or distributed among the Members, but will be given or transferred to some other institution or company which satisfies both of the following requirements:
  - 18.1.1 it has objects similar to the objects of the Company; and



18.1.2 its constituent documents prohibit the distribution of its income and property among its members on terms substantially to the effect of clause 6.

18.2 This is to be determined by ordinary resolution of the Company at or before the time of winding up or dissolution of the Company and, in default of any such determination, by the Supreme Court of the State or Territory in which the Office is located.

## **19. ACCOUNTS, AUDIT AND RECORDS**

### **Accounts**

19.1 The Board must cause proper accounting and other records to be kept in accordance with the Corporations Act.

### **Reports**

19.2 To the extent required by the Corporations Act, the Board must cause the company to:

19.2.1 prepare financial reports in accordance with the Corporations Act;

19.2.2 prepare directors' reports in accordance with the Corporations Act;

19.2.3 notify each Member of the Member's right to receive reports from the Company; and

19.2.4 provide members with reports, in a form and within such timeframe as may be required by the Corporations Act.

### **Audit**

19.3 Except where the Board otherwise determines or the Corporations Act requires, when the Company is a Small Company Limited by Guarantee or its annual (or consolidated) revenue is less than \$1 million, no auditor will be appointed.

19.4 If the Company's annual (or consolidated) revenue exceeds \$1 million, or if required by the Corporations Act, a registered company auditor must be appointed.

19.5 The remuneration of any auditor appointed must be fixed and the auditor's duties regulated in accordance with the Corporations Act.

### **Rights of inspection**

19.6 Subject to the Corporations Act:

19.6.1 the duly appointed representatives of a Voting Member have the right to inspect, upon reasonable request, the accounting records and other documents of the Company;

19.6.2 the Board may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them are open to the inspection of

Members, and a Member does not have the right to inspect any document of the Company except as provided by clause 19.6.1, Law or authorised by the Board or by the Company in general meeting; and

- 19.6.3 despite clause 19.6.1 and 19.6.2, the Board may refuse access to a document where the Board (acting reasonably) considers that such access would or would be likely to cause the Company to lose the benefit of any form of evidentiary privilege, including legal professional privilege.

## **20. NOTICES**

### **Persons authorised to give notices**

- 20.1 A notice by either the Company or a Member in connection with this constitution may be given on behalf of the Company or Member by a solicitor, Director, Company Secretary or other authorised officer of the Company or Member.
- 20.2 The signature of a person on a notice given by the Company may be written, printed or stamped.

### **Method of giving notices**

- 20.3 In addition to the method for giving notices permitted by statute, a notice by the Company or a Member in connection with this constitution may be given to the addressee by any of the following means:
- 20.3.1 by delivering it to a street address of the addressee;
- 20.3.2 by sending it by prepaid ordinary post (airmail if outside Australia) to a street or postal address of the addressee; or
- 20.3.3 by sending it by facsimile or email to the facsimile number or email address of the addressee.

### **Addresses for giving notices to Members**

- 20.4 The street address or postal address of a Member is the street or postal address of the Member shown in the Register.
- 20.5 The facsimile number or email address of a Member is the number or address which the Member may specify by written notice to the Company as the facsimile number or email address to which notices may be sent to the Member.

### **Address for giving notices to the Company**

- 20.6 The street and postal address of the Company is the Office.
- 20.7 The facsimile number or email address of the Company is the number or address which the Company may specify by written notice to the Members as the facsimile number or email address to which notices may be sent to the Company.

#### **Time notice of meeting is given**

- 20.8 A notice of meeting given in accordance with this constitution is to be taken as given, served and received at the following times:
- 20.8.1 if delivered in writing to the street address of the addressee, at the time of delivery;
  - 20.8.2 if it is sent by prepaid ordinary post (airmail if outside Australia) to the street or postal address of the addressee, on the business day after posting; or
  - 20.8.3 if sent by facsimile or email to the facsimile number or email address of the addressee, at the time transmission is completed.

#### **Time other notices are given**

- 20.9 A notice given in accordance with this constitution is to be taken as given, served and received at the following times:
- 20.9.1 if delivered in writing to the street address of the addressee, at the time of delivery;
  - 20.9.2 if it is sent by prepaid ordinary post (airmail if outside Australia) to the street or postal address of the addressee, on the 2nd (5th if outside Australia) business day after posting; or
  - 20.9.3 if sent by facsimile or email to the facsimile number or email address of the addressee, at the time transmission is completed.

#### **Proof of giving notices**

- 20.10 The sending of a notice by facsimile or email and the time of completion of transmission may be proved conclusively by production of the relevant one of the following:
- 20.10.1 a transmission report by the facsimile machine from which the notice was transmitted which indicates that a facsimile of the notice was sent in its entirety to the facsimile number of the addressee; or
  - 20.10.2 a print out of an acknowledgment of receipt of the email or equivalent proof that the email was successfully transmitted.

#### **Persons entitled to notice of meeting**

- 20.11 Notice of every general meeting must be given by a method authorised by this constitution to all of the following persons:
- 20.11.1 every Member;
  - 20.11.2 every Director;

20.11.3 every person (if any) entitled to a membership in consequence of the death or bankruptcy of a Member who, but for the Member's death or bankruptcy, would be entitled to receive notice of the meeting; and

20.11.4 the auditor for the time being of the Company, if any.

20.12 No other person is entitled to receive notices of general meetings.

## 21. DEFINITIONS AND INTERPRETATION

### Definitions

21.1 In this constitution the following definitions apply:

**"Associated Party"** means each of the following:

- (a) the Company;
- (b) any Related Body Corporate of the Company; and
- (c) any other body corporate, trust or entity promoted by the Company or in which the Company has an interest of any kind;

**"Board"** means the Directors acting as the board of the Company;

**"Chair"** means the National President or the Director elected under clause 12.6 to preside as chairperson at National Executive meetings for the time being;

**"Company"** means United Nations Youth Australia Limited ACN 165 080 795;

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

**"Director"** means a person occupying the position of a director of the Company;

**"Independent Director"** means a director designated as an Independent Director by a special resolution of the Company;

**"Insolvency Event"** means, in relation to a Member, anything that reasonably indicates that there is a significant risk that the Member is or will become unable to pay its debts as they fall due. This includes any of the following (as applicable):

- (a) a meeting of the Member's creditors being called or held;
- (b) a step being taken to make the Member bankrupt;
- (c) an application is presented or an order is made for the sequestration of the Member's estate;
- (d) a step being taken to wind the Member up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, liquidator or provisional liquidator appointed to the Member or any of its assets or such an appointment taking place;

- (f) the Member entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the Member ceases or threatens to cease to carry on its main business;

**"Law"** means a law of the Commonwealth or of the Australian Capital Territory or any other law of a State or Territory applicable and includes all regulations and statutory instruments made pursuant to any laws.

**"Member"** means a person whose name is entered in the Register as a member of the Company;

**"National Executive"** means the committee of the Board consisting of the National Officers as defined in the By-Laws of the Company;

**"National President"** means the person (if any) appointed under clause 13.1 for the time being;

**"Office"** means the registered office of the Company;

**"Register"** means the register of Members kept by the Company under the Corporations Act;

**"Related Body Corporate"** has the meaning given in the Corporations Act;

**"Seal"** means, if the Company has one, the common seal of the Company;

**"Secretary"** means a person appointed to perform the duties of a secretary of the Company;

**"Small Company Limited By Guarantee"** has the meaning given in the Corporations Act; and

**"Termination Event"** means:

- (a) an Insolvency Event occurs in respect of the Member;
- (b) if a Member is an individual, the death of that Member or that Member becoming of unsound mind or becoming a person whose property is liable to be dealt with under a law about mental health; and
- (c) if a Member is an individual and has attained the age of twenty-five (25) years on 1 December in any year.

**"UN"** when unaccompanied by other context means "United Nations;"

## **Interpretation**

21.2 In this constitution, unless the context otherwise requires:

- 21.2.1 a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative

provision, in either case whether before, on or after the date of this constitution;

- 21.2.2 a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
- 21.2.3 a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this constitution;
- 21.2.4 where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- 21.2.5 a word which indicates the singular indicates the plural, a word which indicates the plural indicates the singular, and a reference to any gender indicates the other genders;
- 21.2.6 an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority;
- 21.2.7 a reference to "dollars" or "\$" means Australian dollars;
- 21.2.8 references to the word "include" or "including", or to the word "exclude" or "excluding", are to be interpreted without limitation;
- 21.2.9 a reference to a time of day means that time of day in the place where the Office is located;
- 21.2.10 a reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place where the Office is located;
- 21.2.11 where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
- 21.2.12 a term of this constitution which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

#### **References to this constitution**

- 21.3 A reference to this constitution, where amended, means this constitution as so amended.

#### **Replaceable rules**

- 21.4 Each of the provisions of the Corporations Act which would but for this clause apply to the Company as a replaceable rule within the meaning of the Corporations Act are displaced and do not apply to the Company.

### **Application of Corporations Act**

21.5 Unless the context otherwise requires:

- 21.5.1 an expression used but not defined in this constitution has the same meaning given in the Corporations Act; and
- 21.5.2 where an expression referred to in clause 21.5.1 has more than one meaning in the Corporations Act and a provision of the Corporations Act deals with the same matter as the relevant clause of this constitution, the expression has the same meaning as in that provision.