



Constitution of Foundation for
Australian Agricultural Women

ACN 068 035 950

The Corporations Act
A Company limited by guarantee

Constitution of Foundation for Australian Agricultural Women



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Constitution of Foundation for Australian Agricultural Women ACN 068 035 950, a public company limited by guarantee.

1. Preliminary

1.1 Definitions

The following definitions apply in this Constitution unless the context requires otherwise:

AGM means annual general meeting.

Agricultural Women means women involved in or having a connection to agriculture in Australia

Applicant means a person who completes an Application Form pursuant to Clause 6.4

Application Form means a form approved by the Board from time to time by which a person may apply to be a Member of the Company.

Board means the Directors for the time being of the Company or those of them who are present at a meeting of Directors at which there is a quorum.

Business Days means any week day not including weekends or public holidays

Chair means the person occupying the position of Chair or acting Chair of the Directors under Clause 16.3.

Clause means a clause in this Constitution.

Commonwealth means the Commonwealth of Australia.

Company means Foundation for Australian Agricultural Women

Constitution means this constitution as amended from time to time.

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

Department means the Department of Agriculture, Fisheries and Forestry or, if the name of the Department is changed, the department of state of the Commonwealth that deals with the subject matter of the Statutory Funding Agreement.

Director means a person appointed or elected to the office of director of the Company in accordance with this Constitution.

Director Nomination Form means a form approved by the Board from time to time by which Members may nominate a Director.

Fees mean the subscriptions payable by Members under Clause 6.14.

Financial Year means a period commencing on 1 July and ending on 30 June.

Member means a person admitted as a Member under Clause 6 who is recorded on the Register as a Member pursuant to Clause 6.13.

Members Present means, in connection with a meeting of Members, the Members present at the venue or venues for the meeting, in person or by proxy, by attorney or, where the Member is a body corporate, by representative.



Month means a calendar month.

Ordinary Vote means a vote by Members determined on the basis that each Member has one vote.

Person and words importing persons means any person including partnerships, associations and bodies corporate, unincorporated bodies and all other entities or associations recognised by laws as well as individuals.

Quarter means each of the periods 1 January to 31 March inclusive, 1 April to 30 June inclusive, 1 July to 30 September inclusive and 1 October to 31 December inclusive, in any year.

Register means the register of Members of the Company.

Seal means any common seal or duplicate common seal of the Company.

Secretary means a person appointed to the office of secretary of the Company in accordance with this Constitution.

Selection Committee means at least 2 persons appointed by the Board to recommend appointment of new Directors

Subscription means an amount under Clause 7.13 in any Financial Year as determined by the Board

Year means a successive period of 12 Months.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless any contrary intention appears in this Constitution or the context requires otherwise.

- (a) The singular includes the plural and conversely.
- (b) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (c) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it.
- (d) A word or phrase given a meaning in the Corporations Act has the same meaning in this Constitution.
- (e) Headings and endnotes do not form part of and do not affect the construction of this Constitution.

1.3 Replaceable Rules

The replaceable rules contained in the Corporations Act do not apply to the Company.



2. Objects

The objects for which the Company is established are:

- (i) To provide assistance for Agricultural Women with management, education, training and technology, because they are physically, emotionally, financially or geographically disadvantaged.
- (ii) to promote:
 - (A) recognition of Agricultural Women by government, business and the community;
 - (B) agricultural and business networking;
- (iii) to resource and facilitate the establishment of services and programs which respond to identified needs and empower, influence and partner for the benefit of Agricultural Women;
- (iv) to fund research that will benefit Agricultural Women;
- (v) to facilitate continuous improvement in skills and talents of Agricultural Women;
- (vi) to manage the Company's assets and invest its reserves in a prudent manner.

3. Powers

The Company shall have all the powers set out in the Corporations Act to the extent necessary to carry out its Objects.

The Company may accept any gift of money or property, whether subject to any special trust or not, for any one or more of the objects of the Company, provided that if the gift is subject to a trust, the Company may only deal with that gift of property in the manner allowed by law with respect to that trust.

The Company may make donations or grants to further the objects of the Company.

4. Liability and Contributions of Members

4.1 Limited Liability

The liability of the Members is limited.

4.2 Contribution

Each Member of the Company undertakes to contribute to the assets of the Company if the Company is wound up while a Member, or within one year after it ceasing to be a Member, for:

- (a) the payment of the debts and liabilities of the Company, contracted before he, she or it ceased to be a Member;
- (b) the expenses of winding up the Company; and



- (c) the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding \$50 or such other amount as determined by the Board.

5. Use of Property by the Company

5.1 Application of Company Property

All income and property of the Company must be applied solely towards the promotion of the objects of the Company as set out in Clause 2. No portion of the income or property may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit or return of capital to Members of the Company or to any person claiming through them.

5.2 Payment of Company Expenses

Nothing in Clause 5.1 prevents:

- (a) the payment in good faith of remuneration to any officer or employee of the Company (whether Directors of the Company or not), or to any Member of the Company or other person in return for any services rendered, or to be rendered to the Company, or for property or goods supplied, or to be supplied in the ordinary and usual way of business; and
- (b) the payment of interest at a rate not exceeding the rate for the time on money borrowed from any Member of the Company or any lending institution approved by the Board; and
- (c) the reimbursement of out-of-pocket expenses incurred on reasonable commercial terms in carrying out the duties of a Director where the amount does not exceed an amount previously approved by a resolution of the Board; and

5.3 Remuneration Resolution

At any meeting of the Directors at which a resolution is put for the purposes of clause 5.2 (**remuneration resolution**), the Director who is or Directors who are the object of the remuneration resolution and any member of their immediate family or families are not entitled to:

- (a) be heard in discussion on the remuneration resolution;
- (b) propose or second the remuneration resolution;
- (c) vote on the remuneration resolution;
- (d) be present at the meeting when the remuneration resolution is discussed or put to the vote,

except if the resolution affects all Directors equally.



6. Use of Property on Merger or Winding Up

6.1 Surplus

If, on the merger, winding up or dissolution of the Company, after the satisfaction of all its debts and liabilities, any property remains (*surplus*), the surplus must not be paid or distributed among the Members of the Company.

6.2 Transfer of Surplus

The surplus must be given or transferred to some other institution or institutions:

- (a) having objects similar to the objects of the Company; and
- (b) which come within Subdivision 30-B of the *Income Tax Assessment Act 1997 (Commonwealth)*; and
- (c) whose constituent document prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company under or by virtue of clause 6.1.

6.3 Choice of Transferee

The transferee entity under clause 6.2 will be chosen by the Members (as the Members were constituted at the commencement of the winding up). If the Members do not choose an entity within a reasonable time, any Member at the commencement of the winding up apply to the Supreme Court of Victoria to choose the entity.

7. Membership

7.1 Classes of Members

The Members of the Company may include:

- (a) Members who are natural persons; and
- (b) Honorary Members

A Director is deemed to be a Member during her or his term of appointment as a Director.

7.2 Persons Eligible to be a Member

A person is eligible to be a Member, other than an Honorary Member, if the person is a natural person

7.3 Persons eligible to be an Honorary Member

A person is eligible to be an Honorary Member, if the person is, on the recommendation of the Board, at any AGM elected as an Honorary Member and

- (a) has rendered long and outstanding service to the Company; or
- (b) has served the community in a manner consistent with the Objects of the Company.



7.4 Composition of Members

The Members shall include the Directors, Members approved under clause 7.5 and Honorary Members.

7.5 Application for Membership

A person may only apply to be a Member of the Company by completing and giving to the Company an Application Form in writing that includes:

- (a) the person's name and address and, if relevant, organisation which they represent;
- (b) a statement that the person agrees to be bound by the Constitution of the Company;
- (c) such other matters as the Board may determine; and
- (d) a statement that to the best of the person's knowledge and belief all statements in the Application Form are correct.

Every Applicant shall be deemed to have agreed to become a Member of the Company on receipt by the Secretary, or delegated authority, of that Applicant's application.

7.6 Admission as a Member

The Board may in its complete discretion after considering the application:

- (a) if it is satisfied that the person is eligible to be a Member of the Company, admit the person as a Member of the Company; or
- (b) otherwise decline to admit the person as a Member of the Company.

The Board must give the person written notice of the Board's decision on the application.

7.7 Initial Members

- (a) Subject to this clause 7.7(c), each of the persons who were members of the Company on the date this Constitution was adopted will remain Members.
- (b) The Board will determine whether an initial member is a Member or an Honorary Member. In making this determination the Board will have regard to the eligibility criteria in clauses 7.2 and 7.3.
- (c) If a person who was a member of the Company on the date this Constitution was adopted does not satisfy the eligibility criteria in clauses 7.2 and 7.3, that person will no longer be a Member.
- (d) The Board will notify each Member of the Company on the date this Constitution was adopted in writing whether the Member is:
 - (i) a Member,
 - (ii) an Honorary Member; or
 - (iii) no longer a Member.



7.8 Joint Membership

Joint Memberships of the Company are not permitted.

7.9 Cessation of Membership

A person ceases to be a Member of the Company:

- (a) automatically, if the person:
 - (i) resigns from Membership by notice in writing to the Company;
 - (ii) the Member dies or the Member becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under the law relating to mental health;
 - (iii) if the Member's Subscription is in arrears for a period of more than three months
 - (iv) if the Member becomes bankrupt or insolvent or is wound up or makes any arrangement or compromise with its creditors;
- (b) on the date specified by the Directors, if the person:
 - (i) is expelled from the Company under clause 10 ;
 - (ii) in the case of an Honorary Member, retires by written notice to the Secretary, but otherwise shall not be subject to retirement except on special resolution for his or her retirement passed by a 75% majority of members present at a meeting of the Company entitled to vote.

7.10 Membership not Transferable

All rights, privileges or obligations, which a person has as a Member of the Company, are personal to the Member and are not capable of being transferred or transmitted to another person.

7.11 Members to Notify Changes in Information

- (a) A Member must give to the Company notice of any change in the Member's name or address within 21 days of the change occurring;
- (b) A Member must give the Company notice if it has ceased to be eligible to be a Member within 21 days of it ceasing to be eligible.

7.12 Additional Information in the Register

- (a) The Company must enter in the Register, in addition to the information required by Chapter 2C of the Corporations Act, whether the Member's Fees are paid in full
Prior to each general meeting of members the Company must update the Register
- (b) A Member has no right to challenge or dispute a determination, entry, adjustment or amendment to the Register made by the Company under this Clause 7.12.



7.13 Fees

- (a) All Members of the Company other than Honorary Members, shall be required to pay annual or other Subscriptions as is determined from time to time by the Board and approved by the Company at a general meeting.
- (b) Member's subscriptions for the Financial Year shall be due by the 30 September of that year.
- (c) The first year's subscription shall be made at the time of making application for membership and shall cover the residue of the current Financial Year from the date of the election.
- (d) In the case of a Member elected after 30 September in any year the Board may make such reduction in the Subscription to the current year as it deems fit.
- (e) The Board may fix reduced annual subscriptions for different classes of Members.
- (f) The Board may at its discretion and on such terms as it thinks fit, at any time and from time to time waive or remit the payment of any subscription or arrears or other monies or any portion/s due or overdue and owing or to become due and owing by any Member to the Company who may have been absent from Australia or for any other reason which the Board shall deem sufficient, and in any such case waive the provisions of paragraph 7.13(a).

8. Rights of Members

8.1 Voting Rights

Each Member is entitled to one vote at a meeting of Members (including, but not limited to, a vote in respect of changes to the amount of the Fees).

8.2 Other Rights

Each Member has the rights contained in the Corporations Law of a Member of a company limited by guarantee including:

- (a) be appointed as member of the Board or any committees or sub-committees;
- (b) receive a notice of a meeting of Members in accordance with clause 11;
- (c) attend and speak at meetings of Members; and
- (d) receive an annual report of the Company.

9. Rights of Honorary Members

9.1 Voting Rights

An Honorary Member is not entitled to cast a vote at a meeting of Members.



9.2 Other Rights

An Honorary Member has the same rights, apart from voting rights, as Members but shall have none of the liabilities of Members as regards Fees.

10. Discipline of Members

10.1 Initial Resolution of Directors

Where the Directors are of the opinion that a Member:

- (a) has refused, neglected or failed to comply with a provision of this Constitution; or
- (b) has acted in a manner prejudicial to the reputation or interests of the Company,

then the Directors may, by resolution (*initial resolution*):

- (c) reprimand the Member;
- (d) suspend the Member from Membership of the Company for a specified period; or
- (e) expel the Member from the Company.

10.2 Effect of the Initial Resolution

An initial resolution is of no effect unless it is confirmed at a meeting of the Directors in accordance with the clause 10.3. For that purpose, the meeting of Directors must be held not earlier than 14 days and not later than 28 days after service on the Member of a notice under the clause 10.3.

10.3 Notice of Initial Resolution

The secretary must, as soon as practicable following the passing of the initial resolution, cause a notice in writing to be served on the Member. The notice must:

- (a) set out the initial resolution and the grounds on which it is based;
- (b) state that the Member may personally address the Directors at a meeting of the Directors to be held not earlier than 14 days and not later than 28 days after service of the notice;
- (c) state the date, place and time of that meeting of the Directors; and
- (d) inform the Member that the Member may submit to the Directors at or prior to the date of that meeting written representations relating to the initial resolution and speak to that representation.

10.4 Final Resolution of Directors

At a meeting of the Directors held as referred to in clause 10.3, the Directors must:

- (a) give the Member an opportunity to speak to the written representations;
- (b) give due consideration to any written representations submitted to the Directors by the Member at or prior to the meeting; and
- (c) by resolution of two-thirds of those present and voting, with such vote to be taken by ballot (*final resolution*) confirm, vary or revoke the initial resolution.



10.5 Effect of the Final Resolution

The resolution may take effect immediately, after any period of time or only on conditions specified in the final resolution.

10.6 Right of Appeal

There is no right of appeal from the final resolution of the Directors.

10.7 Confirmation Notice to a Member

The secretary must, within 7 days of the passing of the final resolution, by notice in writing, inform the Member of the fact and that there is no right of appeal from the final resolution under this Constitution.

11. Meetings of Members

11.1 Convening a General Meeting

Any 5 Directors may convene a general meeting of the Members whenever those Directors think fit.

11.2 Requisition of Meetings

A Member or Members may call a general meeting of Members only in accordance with section 249C of the Corporations Act, which provides that:

the directors of a company must call and arrange to hold a general meeting on the request of:

- (a) *members with at least 5% of the votes that may be cast at the general meeting; or*
- (b) *at least 100 members who are entitled to vote at the general meeting.*

Upon receipt of a requisition of meeting by Members the Company shall convene a meeting within 14 days from the date of receipt of requisition.

Notice of General Meeting

- (a) Subject to the provision of the Corporations Act relating to shorter notice, at least 21 days notice of a general meeting of Members must be given to:
 - (i) each Member; and
 - (ii) each Director.
- (b) Every notice of a meeting of Members must:
 - (i) specify the place, date and time of meeting;
 - (ii) state the general nature of the meeting's business; and
 - (iii) if a special resolution is to be proposed, set out an intention to propose the special resolution and state the resolution.

11.3 Notice of AGM

- (a) Notice of an AGM must be given to each Member at least 21 days prior to the date of the AGM.



- (b) The notice must:
 - (i) specify the place, date and time of meeting;
 - (ii) state the general nature of the meeting's business;
 - (iii) be sent with a Proxy Form (as required by clause 11.7).

11.4 Business of Annual General Meeting

The business of an AGM is to:

- (a) receive the Company's financial statements, the Directors' statement and report and the auditor's report on the financial statements;
- (b) ratify the appointment of Directors;
- (c) appoint or reappoint the auditor;
- (d) transact any other business which under this Constitution or the Corporations Act is required to be transacted at an AGM;
- (e) general business under clause 11.5.

All other business transacted at an Annual General Meeting, and all business transacted at other meetings of Members, is deemed to be special business.

11.5 General Business

- (a) At any Annual General Meeting a Member present may:
 - (i) ask questions of the Board in relation to the Company's activities, financial statements and the Director's report;
 - (ii) propose from the floor a resolution relating to the Company's activities (a **General Business Resolution**).
- (b) If a General Business Resolution is proposed, a vote on that resolution will be an Ordinary Vote taken on a show of hands. A poll may not be demanded on a General Business Resolution.
- (c) A General Business Resolution must be considered by, but is not binding on, the Board.

11.6 Special Business

No special business may be transacted at any meeting of Members other than that stated in the notice calling the meeting unless it is a matter that is required by this Constitution or the Corporations Act to be transacted at such meeting.

11.7 Proxy Voting by Full Members

A Member may appoint a proxy to attend and vote at any meeting at which the Member is entitled to attend and vote. To be valid, a proxy must be in writing, comply with section 250A of the Corporations Act and be delivered to the place nominated by the Directors in the notice of meeting (or, if no place is nominated, the registered office) at least 24 hours before the scheduled



commencement of the meeting. A proxy may be delivered by email, facsimile transmission or any other means deemed appropriate by the Board.

11.8 Omission to give Notice

The accidental omission to give notice of a meeting of Members to, or the non-receipt of any such notice by, a person entitled to receive it, or the accidental omission to advertise (if necessary) such meeting, does not invalidate the proceedings at, or any resolution passed at, any such meeting.

11.9 Cancellation or Postponement of Meeting

The Directors may cancel or postpone the holding of any meeting of Members. If the meeting was called by requisitioning Members or in response to a requisition by Members, the Directors may only cancel or postpone the holding of it with the consent of a majority of the requisitioning Members.

11.10 Notice of Cancellation or Postponement

The Directors may notify the Members of a cancellation or postponement of a meeting by such means as they see fit. If any meeting is postponed for 28 days or more, then no less than 5 days' notice must be sent to the Members of the postponed meeting. It is not necessary to specify in such notice the nature of the business to be transacted at the postponed meeting.

11.11 Special Resolutions

Except where this Constitution provides otherwise, any resolution of Members shall be determined on the basis of an Ordinary Vote, including any matter required under the Corporations Act to be determined by a special resolution (including a special resolution to change the Constitution).

12. Conduct of Meetings of Members

12.1 Quorum

- (a) No business may be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- (b) Except as otherwise provided in this Constitution, 5 Members Present constitutes a quorum.
- (c) If there is not a quorum at a general meeting within 30 minutes after the time specified in the notice of the meeting, the meeting is dissolved unless the Chair or the Directors adjourn the meeting to a date, time and place determined by the Chair or the Directors. If no quorum is present at any adjourned meeting within 30 minutes after the time for the meeting, the meeting is dissolved.

12.2 Chair

- (a) Subject to clause 12.2(b), the President, or in the Chair's absence the Vice-President is entitled to preside as Chair at every general meeting.



- (b) Where a general meeting is held and:
 - (i) there is no Chair; or
 - (ii) the Chair is not present within 10 minutes after the time appointed for the meeting or does not wish to act as Chair of the meeting,the Directors present may choose one of their number or, the Members Present may elect one of their number to be Chair of the meeting.
- (c) The general conduct of each general meeting of the Company and the procedures to be adopted at the meeting are as determined at, during or prior to the meeting by the Chair.
- (d) The Chair may make rulings without putting the question (or any question) to the vote if the Chair considers action is required to ensure the orderly conduct of the meeting.
- (e) At any time the Chair considers it necessary or desirable for the proper and orderly conduct of the meeting, the Chair may demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Members Present.
- (f) Any determination by the Chair in relation to matters of procedure (including any procedural motions moved at, or put to, any meeting) or any other matter arising directly or indirectly from the business is final (including any procedural motions moved at, or put to, any meeting). Any challenge to a right to vote (whether on a show of hands or on a poll) or to a determination to allow or disregard to vote may only be made at the meeting and may be determined by the Chair whose decision is final.
- (g) If a person purports to cast a vote in contravention of this Constitution, the Chair may determine that the vote be disregarded and treated as not having been cast.
- (h) Nothing contained in this Clause limits the powers conferred on a Chair by law.

12.3 Voting at Meetings

- (a) At meetings of Members each Member entitled to attend and vote may attend and vote in person or by proxy;
- (b) Each Member who is entitled to vote has:
 - (i) on a show of hands (or on the voices) one Ordinary vote; and
 - (ii) on a poll, has one Ordinary vote;
- (c) Each question submitted to a general meeting is to be decided by a show of hands of the Members Present and entitled to vote, unless a poll is demanded.
- (d) In the case of an equality of votes, the Chair has, both on a show of hands and on a poll, a casting vote in addition to the vote or votes to which the Chair may be entitled as a Member or as a proxy, attorney or properly appointed representative of a Member.
- (e) Unless a poll is demanded:
 - (i) a declaration by the Chair following a vote on a show of hands that a resolution has been passed or lost; and



- (ii) an entry made in the book containing the minutes of proceedings of the Company,

is conclusive.

- (f) A poll may be demanded by:

- (i) the Chair; or

- (ii) at least one Member having the right to vote at the meeting.

- (g) No poll may be demanded on the election of a Chair of a meeting or, unless the Chair otherwise determines, the adjournment of a meeting. A demand for a poll may be withdrawn.

- (h) No objection may be made to the validity of any vote except at the meeting or adjourned meeting or poll at which such vote is tendered. Every vote allowed at any such meeting or poll is treated as valid. In recording votes the latest copy of the Register held in the registered office must be adopted and acted on as the voting roll.

12.4 Procedure for Polls

- (a) When demanded, a poll may be taken in the manner and at the time the Chair directs.
- (b) The result of a poll may be announced in the manner and at the time (whether during the relevant meeting or afterwards) as the Chair considers appropriate.
- (c) The result of the poll is the resolution of the meeting at which the poll was demanded.
- (d) The demand for a poll does not prevent a meeting from continuing for the transaction of any business other than that on which a poll has been demanded. A poll demanded on any question of adjournment is to be taken at the meeting and without adjournment.

13. Appointment and Removal of Directors

13.1 Number of Directors

The number of Directors shall be not less than 5 and not more than 12 unless otherwise determined by a general meeting.

13.2 Eligibility to be a Director

To be eligible for appointment or election as a Director a person must have skills relevant to the management of the Company as determined by the Board.

13.3 Appointment of Directors

Subject to clause 13.7 and 13.8, Directors are appointed in the following manner:

- (a) the Company calls for nominations at least 3 months before an Annual General Meeting with nominations closing not less than 21 days following the call for nominations for consideration by the Selection Committee;
- (b) if 1 candidate only is validly nominated by the Selection Committee:



- (A) the Company sends voting papers to all Members eligible to vote, listing the candidate nominated and requesting the Members to vote either "Yes" or "No" in respect of the election of the candidate (and specifying a closing date for voting not less than 14 days following the sending of voting papers and a place for sending votes);
 - (B) Members who wish to vote, vote for the candidate by ticking, crossing or otherwise marking in an unambiguous way either "Yes" or "No" and sending the voting paper to the address for sending votes specified on the voting paper;
 - (C) the returning officer appointed by the Directors counts the votes cast recording for the candidate the number of "Yes" votes and the number of "No" votes cast;
 - (D) if there are more "Yes" votes than "No" votes cast, the candidate is elected;
- (ii) if more than 1 candidate is validly nominated:
- (A) the Selection Committee may recommend a person to be a Director not less than 2 Months before an Annual General Meeting
 - (B) the Company sends voting papers to all Members eligible to vote, listing the recommended candidates for election in alphabetical order (and specifying a closing date for voting not less than 14 days following the sending of voting papers and a place for sending votes);
 - (C) Members who wish to vote, vote for not more than 1 candidate for each position by ticking, crossing or otherwise marking in an unambiguous way the voting paper with the candidate for whom they wish to vote and sending the voting paper to the address for sending votes specified on the voting paper;
 - (D) the returning officer appointed by the Directors counts the votes cast by recording for each candidate, as may be relevant, the number of votes based on an Ordinary Vote;
 - (E) the candidate with the most Ordinary Votes in the case of an election of a Director, is elected;
- (iii) Subject to clause 13.6(a), the term of a Director appointed under this clause will commence at the conclusion of the Annual General Meeting of the Director's election.
- (iv) in the event that the Members fail to ratify the appointment of a Director appointed under clause 13.9(a), that Director will cease to be a Director and may not be reappointed to the Board within 2 years.



13.4 Selection Committee

The Board may establish a Selection Committee that will recommend appointment of Directors to the Board. The Selection Committee shall be comprised of at least 2 Members appointed by the Board.

- (a) In selecting candidates for appointment as Directors by the Members the Selection Committee must endeavour to ensure that:
 - (i) the Directors will collectively have an appropriate balance of skills and experience in the following areas:
 - (A) appreciation of the needs of rural women living, working and studying in a non-metropolitan environment
 - (B) fundraising;
 - (C) promotion;
 - (D) business and financial management;
 - (E) business development; and
 - (ii) the Board includes at least one Director who can demonstrate from his or her experience that he or she is highly skilled in corporate governance.

13.5 Qualifications of Directors

A majority of the directors must be residents of Australia and must fall within one or more of the categories which demonstrate responsibility to the general community:

- (a) people with honours;
- (b) clergy and church authorities;
- (c) trustees or board members of a non-profit school or college;
- (d) Justices of the Peace;
- (e) judges/magistrate;
- (f) public servants with more than five years of services;
- (g) solicitors;
- (h) doctors;
- (i) accountants (must be CPA, ASA, ICA or NIA registered);
- (j) persons holding public or elected office (majors, town clerks, councillors, members of parliament);
- (k) directors of large public companies with responsibilities under the Corporations Act;
- (l) senior academics or senior teachers with more than five years experience;
- (m) people who hold or have held other public positions;
- (n) past or present office holders of other community organisations; and



- (o) any other person whose appointment is approved by the Commissioner or a Deputy Commissioner of Taxation.

13.6 Term of Office

- (a) Directors shall hold office for up to 3 years and then may offer themselves for re-election subject to clause 13.5;
- (b) Subject to clause 13.8 no Director may hold office for a consecutive period of more than 9 years and a Director is ineligible for re-election or re-appointment if they would be in office for a consecutive period of more than 9 years if they served a full term following such re-election or re-appointment. A Director having completed a maximum 9 consecutive year term shall be eligible for reappointment after at least 24 months since she or he ceased to be a Director of the Company;
- (c) At each annual general meeting of the Company;
 - i) each director appointed under clause 13.9 to fill a casual vacancy since the last annual meeting; and
 - ii) one third of the directors rounded down if necessary to the nearest whole number,must retire from office as directors.

13.7 Taking Office

- (a) A Director must sign consent to act as director of the Company before being appointed.
- (b) The Board shall as soon as practicable after its appointment but not later than its first meeting after the AGM in each year elect from its Members a President, Vice-President, Treasurer and Secretary who collectively constitute the Executive. Such business shall take precedence over all other business except the reading and confirmation of the minutes.

13.8 Initial Directors

Each of the persons who were Directors of the Company on the date this Constitution was adopted will remain Directors of the Company and may hold office as a Director for a maximum of ten years subject to approval by a majority of the Board.

13.9 Interim and Casual Appointments

- (a) The Board shall have the power (subject to this Constitution) whenever and as often as they decide to appoint a Member of the Company to be a member of the Board to fill casual vacancies on the Board.
- (b) The Board must appoint a person with the requisite qualifications to fill the casual vacancy. A person so appointed will hold office only until the next Annual General Meeting.



- (c) A person under this paragraph is subject to ratification at the next Annual General Meeting.

13.10 Resignation of Director

Any Director may retire from office by giving notice in writing to the Company of the Director's intention to do so. Such resignation takes effect immediately unless the resignation is stated in the notice to take effect at some future time not exceeding three months from the date of the giving of the notice.

13.11 Vacation of Office

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

- (a) 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;
- (b) resigns by notice in writing to the Company;
- (c) ceases to become a Member of the Company;
- (d) removed from office by a motion passed at the Annual General Meeting or a special general meeting called for the purpose;
- (e) in the opinion of the Board, becomes incapable of acting or refuses to act;
- (f) is absent without the consent of the Directors from the previous 3 consecutive meetings of the Directors; or
- (g) dies.

13.12 Less than Minimum Number of Directors

The continuing Directors may act despite any vacancy in their body. If the number falls below the minimum number fixed in accordance with clause 13.1 the Directors may act only:

- (a) to appoint Directors up to that minimum number;
- (b) to call a meeting of Members; or

13.13 No Power to Appoint Alternate Director

No Director or the Board has power to appoint an alternate Director.

14. Appointment of a Chief Executive Officer

14.1 Appointment of a Chief Executive Officer

The Board may appoint a person as Chief Executive Officer for a period ending on the happening of events (if any) stipulated by the Board, and at remuneration and on terms determined by the Board.



14.2 Powers of Chief Executive Officer

The Board may, on the terms and conditions and with any restrictions as they determine, delegate to a Chief Executive Officer any of the powers exercisable by them, except duties imposed upon Directors under the Corporations Act, and may at any time withdraw, suspend or vary any of those powers conferred on the Chief Executive Officer. The conferring of powers by the Board on a Chief Executive Officer does not exclude the exercise of those powers by the Board.

15. Proceedings of Directors

15.1 Proceedings

- (a) The Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they determine.
- (b) The Directors must meet not less than 4 times each Financial Year. The Directors may meet more regularly if they think fit.
- (c) A quorum for a meeting of Directors is 50% plus one (1) of total appointed Directors.
- (d) Notice of meeting of the Directors may be given by mail (electronic or otherwise), personal delivery or facsimile transmission to the usual place of business or residence of the Director or at any other address given to the Secretary by the Director or by any technology agreed by all the Directors, no less than 7 days prior to the commencement of the meeting.

15.2 Meetings by Technology

- (a) For the purposes of the Corporations Act, each Director, by consenting to be a Director (or by reason of the adoption of this Constitution), consents to the use of each of the following technologies for holding a Directors' meeting:
 - (i) video;
 - (ii) telephone;
 - (iii) electronic mail;
 - (iv) any other technology which permits each Director to communicate with every other Director; or
 - (v) any combination of these technologies.

A Director may withdraw the consent given under this Clause in accordance with the Corporations Act.

- (b) Where the Directors are not all in attendance at one place and are holding a meeting using technology and each Director can communicate with the other Directors:
 - (i) the participating Directors are, for the purpose of every provision of this Constitution concerning meetings of the Directors, taken to be assembled together at a meeting and to be present at that meeting; and



- (ii) all proceedings of those Directors conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were physically present in the one location.

15.3 Chair of Directors

- (a) The Directors may elect one of their number as their Chair and may decide the period for which the Chair is to hold office as Chair.
- (b) Where a meeting of Directors is held and:
 - (i) a Chair has not been elected as provided by clause 15.3(a); or
 - (ii) the Chair is not present at the time appointed for the holding of the meeting or does not wish to Chair the meeting,the Directors present may elect one of their number to be Chair of the meeting.

15.4 Directors' Voting Rights and Exercise of Powers

- (a) Each Director has one vote.
- (b) Subject to this Constitution, questions arising at a meeting of Directors are decided by a majority of votes of Directors present and voting.
- (c) In the case of an equality of votes, the Chair of the meeting has a casting vote in addition to the Chair's deliberative vote.
- (d) Subject to Clause 5 and the Corporations Act, a Director:
 - (i) who has an interest in a matter may vote in respect of that matter if it comes before the Directors and may be counted as part of the quorum;
 - (ii) may enter into contracts with, or otherwise have dealings with, the Company; and
 - (iii) may hold other offices in the Company.
- (e) A Director is not liable to account to the Company for any profit realised by any contract or arrangement, by reason only of holding the office of Director or of the fiduciary relationship established by the office.
- (f) Despite having an interest in any contract or arrangement a Director may participate in the execution of any document evidencing or connected with the contract or arrangement, whether by signing, sealing or otherwise.

15.5 Director's Contracts with the Company

- (a) In relation to Director's contracts and conflicts of interest, but subject to this Constitution:
 - (i) despite any rule of law or equity to the contrary, no Director is disqualified by that office from contracting with the Company;
 - (ii) any such contract, or any contract entered into by or on behalf of the Company in which any Director is in any way interested, is not avoided;



- (iii) any Director so contracting or being so interested is not liable to account to the Company for any profit realised by any such contract by reason only of such director holding that office or of the fiduciary relationship thereby established;
 - (iv) the nature of the Director's interests must be disclosed by that Director at the meeting of the Directors at which the contract is determined on if that interest then exists and has not been disclosed and, in any other case, at the first meeting of the Directors after the acquisition of those interests; and
 - (v) a Director may not vote in that capacity in respect of any contract or arrangements in which the Director is interested, however, such director may, despite that interest, participate in the execution of any instrument by or on behalf of the Company, whether through signing or sealing it or otherwise.
- (b) Despite anything in the clause 15.5(a), a Director's entitlement to vote, or be present, at a meeting of the Directors is restricted in accordance with section 195 of the Corporations Act (and every other mandatory law) as it may apply from time to time to the Company which provides:
- A director of a public company who has a material personal interest in a matter that is being considered at a directors' meeting must not:
- (a) be present while the matter is being considered at the meeting; or
 - (b) vote on the matter.
- (c) A general notice given to the Directors by any Director to the effect that he:
- (i) is an officer or a member of, or interested in, any specified firm or body corporate; and
 - (ii) is to be regarded as interested in all transactions with such firm or body,
- is sufficient disclosure as required by the Corporations Act as regards such Director and those transactions. After such general notice it is not necessary for such Director to give any special notice relating to any transaction with such firm or body.
- (d) A Director may be, or become, a director or other officer of, or otherwise interested in, any body corporate promoted by the Company or in which the Company may be interested, or which holds any membership in the Company. No such Director is accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such body corporate. The Directors may exercise the voting power conferred by the shares or owned by the Company, or exercisable by them as directors of such other body corporate in such manner in all respects as they think fit. This includes the exercise of that voting power in favour of any resolution appointing themselves, or any of them as directors or other officers of such body corporate. Any Director may vote in favour of the exercise of such voting power in that manner despite the fact that he may be, or be about to be, appointed a director or other officer of such corporation and as such is, or may become, interested in the exercise of such voting power in that manner.



15.6 Committees

- (a) The Directors may delegate any of their powers, except for duties imposed upon Directors under the Corporations Act, to committees consisting of any 1 or more Directors or any other person or persons as the Directors think fit. In the exercise of delegated power, any committee formed or person or persons appointed to the committee must conform to any regulations that may be imposed by the Directors. A delegate of the Directors may be authorised to sub-delegate any of the powers for the time being vested in the delegate.
- (b) The meetings and proceedings of any committee are to be governed by the provisions of this Constitution for regulating the meetings and proceedings of the Directors so far as they are applicable and are not in conflict with or superseded by, any regulations made by the Directors under clause 15.6(a).
- (c) Nothing in this clause 15.6 limits the power of the Directors to delegate.

15.7 Written Resolutions

A resolution in writing signed by all Directors or a resolution in writing of which notice has been given to all Directors and which is signed by a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of the Directors) is a valid resolution of the Directors and is effective when signed by the last of all the Directors or the last of the Directors constituting the majority, as required. The resolution may consist of several documents in the same form each signed by one or more of the Directors. A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with the Director's authority is considered a document in writing signed by the Director and is deemed to be signed when received in legible form.

15.8 Defects in Appointments

All actions at any meeting of the Directors or by a committee or by any person acting as a Director are, despite the fact that it is afterwards discovered that there was some defect in the appointment of any of the Directors or the committee or that any of them were disqualified, valid as if every person had been properly appointed and was qualified and continued to be a Director or a member of the committee.

16. Powers of the Directors

16.1 Powers Generally

Subject to the Corporations Act and to any other provisions of this Constitution, the management and control of the Company and of the business and affairs of the Company is vested in the Directors who may exercise all such powers of the Company and do all such acts or things not expressly required by this Constitution or by the Corporations Act to be exercised or done by a meeting of Members. No resolution passed by a meeting of Members invalidates any prior act of the Directors, which would have been valid if that resolution had not been adopted or passed.



16.2 Borrowing

Subject to obtaining the prior approval of Members by an Ordinary Vote at a meeting of the Members, the Directors, by a unanimous resolution of them, have the power to raise or borrow any sum or sums of money and to secure the payment or repayment of such moneys and any other obligation or liability of the Company in such manner and on such terms as they think fit. This includes:

- (a) upon the security of any mortgage; or
- (b) upon bills of exchange, promissory notes or other obligations or otherwise.

16.3 Execution of Negotiable Instruments

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company may be signed, drawn, accepted, endorsed or otherwise executed as the case may be, in such manner as the Directors at any time determine.

16.4 Appointment of Attorney

The Directors may at any time, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as they may think fit. Any such powers of attorney may, subject to the requirements of the Corporations Law:

- (a) contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit; and
- (b) authorise any such attorney to delegate all or any of the powers authorities and discretions vested in the attorney.

16.5 Delegation

The Directors may at any time, except for duties imposed upon Directors under the Corporations Act, confer upon any Director, or such other person as they may select, such of the powers exercisable under this Constitution by the Directors for such time as they may think fit and to be exercised for such objects and purposes and upon such terms and with such restrictions as they think expedient. They may confer such powers whether collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Directors in that respect. They may at any time revoke, withdraw, alter or vary all or any of such powers.

16.6 Validity of Acts

Despite anything contained in this Constitution, if it is found that some formality required by this Constitution to be done has been inadvertently omitted or has not been carried out, such omission does not invalidate any resolution, act, matter or thing which but for such omission would have been valid.



17. Secretary

17.1 Appointment of Secretary

The Directors must appoint a Secretary in a honorary or paid capacity, who holds office until the Directors terminate the Secretary's services or the Secretary resigns.

17.2 Duties of Secretary

The Secretary must perform such duties as are required of that person by the Corporations Act and this Constitution. The Secretary must also perform such duties and exercise such powers as may at any time be directed by the Directors.

17.3 Assistant Secretary

The Directors may also appoint an assistant secretary or assistant secretaries and temporary substitutes for the Secretary. Any such assistant secretary or temporary substitute is, for the purposes of this Constitution, treated as and may fulfil the duty of the Secretary subject to any limitation prescribed by the Directors.

17.4 Delegates

The Secretary may delegate any of his obligations as secretary to any person and on such terms as the Directors approve.

18. Treasurer

18.1 Appointment of Treasurer

The Directors must appoint a Treasurer, who holds office until the Directors terminate the treasurer's services or the Treasurer resigns.

18.2 Duties of Treasurer

The Treasurer shall be responsible for the receipt of the Fees and all other monies paid to the Company and shall be responsible for the payment of accounts by the Board and for the maintenance of appropriate records and arrangements for their audit.

18.3 Delegates

The Treasurer may delegate any of her obligations as Treasurer to any person and on such terms as the Directors approve.

19. Disputes

19.1 Negotiation

- (a) If there is a dispute or difference (***Dispute***) between the Directors arising out of or in connection with obligations under this Constitution, then within ten Business Days of a



Director notifying the other party in writing of the Dispute, they must meet and use all reasonable endeavours acting in good faith to resolve the Dispute by joint discussions.

- (b) If the Dispute is not settled within ten Business Days of notification under paragraph (a), the parties will, refer the Dispute to the President of the Foundation for Australian Agricultural Women. The President must use all reasonable endeavours acting in good faith to resolve the Dispute by joint discussions.
- (c) If the President is a party to the Dispute then the parties will submit the Dispute to an independent mediator.

19.2 Arbitration

- (a) If within 20 Business Days (or any other period agreed to by the parties) after referral of the Dispute under clause 19.1 (b) and (c), the Dispute is not settled, the parties will submit the Dispute to an independent Arbitrator agreed to by both parties and finally settle the Dispute.
- (b) The decision of the Arbitrator will be final and binding on both parties.

19.3 Continuation of rights and obligations

Despite the existence of a Dispute, each party must continue to perform their duties under this Constitution.

20. Seals and their Use

The Company may have a common seal and a duplicate common seal, which are to be used by the Company as determined by the Directors.

21. Notices

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- (a) A notice may be given by the Company to any Member by, in its discretion:
 - (i) serving it on the Member personally;
 - (ii) sending it by post to the Member or leaving it at the Member's address as shown in the Register or the address supplied by the Member to the Company for the giving of notices;
 - (iii) sending it to the fax number supplied by the Member to the Company for the giving of notices;
 - (iv) sending it electronically to the electronic mail address given by the Member to the Company for giving notices; or
 - (v) serving it in any manner contemplated in this clause 21(a) on a Member's attorney as specified by the Member in a notice given under clause 21(b).
 - (b) By written notice to the Secretary left at or sent to the registered office of the Company, a Member may request that all notices to be given by the Company or the Directors be



served on the Member's attorney at an address specified in the notice and the Company may do so in its discretion.

- (c) Notice to a Member whose address for notices is outside Australia may be sent by airmail, air courier, fax or electronic mail.
- (d) Any notice sent by post is considered to have been served at the expiration of 24 hours after the envelope containing the notice is posted and, in proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted. Any notice served on a Member personally or left at the Member's registered address is considered to have been served when delivered. Any notice served on a Member by facsimile or other electronic transmission is considered to have been served when the transmission is sent.

22. Indemnity of Officers, Insurance and Access

- (a) The Company is to indemnify each officer of the Company out of the assets of the Company to the relevant extent against any liability incurred by the officer in or arising out of the conduct of the business of the Company or in or arising out of the discharge of the duties of the officer.
- (b) Where the Directors consider it appropriate, the Company may execute a documentary indemnity in any form in favour of any officer of the Company or a subsidiary.
- (c) Where the Directors consider it appropriate, the Company may:
 - (i) make payments by way of premium in respect of any contract effecting insurance on behalf or in respect of an officer of the Company against any liability incurred by the officer in or arising out of the conduct of the business of the Company or in or arising out of the discharge of the duties of the officer; and
 - (ii) bind itself in any contract or deed with any officer of the Company to make the payments.
- (d) Where the Directors consider it appropriate, the Company may:
 - (i) give a former Director access to certain papers, including documents provided or available to the Directors and other papers referred to in those documents; and
 - (ii) bind itself in any contract with a Director or former Director to give the access.
- (e) In this clause 22:
 - (i) **officer** means:
 - (A) a Director or secretary, executive officer or employee; or
 - (B) a person appointed as a trustee by, or acting as a trustee at the request of, the Company,and includes a former officer.



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- (ii) **duties of the officer** includes, in any particular case where the Directors consider it appropriate, duties arising by reason of the appointment, nomination or secondment in any capacity of an officer by the Company or, where applicable, the subsidiary of the Company to any other corporation.
- (iii) **to the relevant extent** means:
- (A) to the extent the Company is not precluded by law from doing so;
 - (B) to the extent and for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including, but without limitation, a subsidiary or an insurer under any insurance policy); and
 - (C) where the liability is incurred in or arising out of the conduct of the business of another corporation or in the discharge of the duties of the officer in relation to another corporation, to the extent and for the amount that the officer is not entitled to be indemnified and is not actually indemnified out of the assets of that corporation.
- (iv) **liability** means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or other body.