

Constitution

Of

CORE Community Services

**A COMPANY LIMITED BY GUARANTEE
with ACN**

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1. Dictionary

- 1.1 In this Constitution the following words have the following meaning unless the context specifically requires otherwise:

Act means the Corporations Act (Cth) 2001.

Annual General Meeting means the annual general meeting of the Company.

Board means the Directors of the Company.

Board Term means, in respect of a Director, the period from the date of the first Board meeting immediately after the Annual General Meeting of the year in which the Director is appointed until the date of the Board meeting immediately after the Annual General Meeting in the calendar year two years thereafter.

Chair means the chair of the Board appointed under clause 16.

Company means CORE Community Services ACN 605 945 748

Company's Bank means the bank determined by the Board from time to time at which the bank account/s of the Company is managed.

Constitution means the constitution of Company as modified or repealed from time to time.

Director means a director of the Company appointed under and in accordance with clause 16.

General Meeting means a general meeting of the Company and includes an Annual General Meeting.

Members means a person granted membership of the Company in accordance with clause 7.

Secretary means the secretary of the Company appointed by the Board.

Special Resolution means a resolution passed at any validly held meeting of the Company of which due notice has been given and which has been passed by a 75%.

majority of those present and entitled to vote.

- 1.2 Any reference to a statutory provision means reference to the statutory provision as modified or re-enacted.
- 1.3 This Constitution is subject to the *Corporations Act 2001*.
- 1.4 If there is any term defined in any law, then that term has that meaning in the Constitution.
- 1.5 These rules apply to the exclusion of any replaceable rule imposed by the *Corporations Act 2001*. If there is any inconsistency between these rules and any replaceable rule imposed by the *Corporations Act 2001*, then these rules will prevail.

2. The Company

- 2.1 The name of the Company is CORE Community Services.
- 2.2 The Company is a non-profit company limited by guarantee.

3. Objects of the Company

- 3.1 The objects of the Company are to provide for the direct relief of poverty, sickness, suffering, disability or helplessness suffered by refugees, humanitarian entrants, migrants or any other disadvantaged member of the community in Australia whose distress or suffering arouses compassion in the community, by:
 - a. identifying the needs that require benevolent relief;
 - b. providing direct relief through operating programs in the core areas of aged care, disability, education, employment, counselling and legal assistance and other benevolent relief services;
 - c. encouraging and facilitating the development of programs that enhance the organisational and community strengthening skills of community groups across the region;
 - d. identifying issues and emergent needs in the region through research, consultation and liaison with individuals and groups;
 - e. disseminating information to individuals, community groups and government in the region and providing input to government decision-making processes at all levels;
 - f. advocating on behalf of individuals and groups on issues relevant to the region and promoting advocacy skills among individuals and groups in the region to facilitate their participation in decision making processes;
 - g. developing cultural awareness and understanding among individuals and groups across the region and encouraging the development of co-operation, trust and mutual support;
 - h. supporting and increasing the knowledge and skills of community workers, community leaders, volunteers and communities of interest across the regional in order to promote community development and community strength in principles;
 - i. liaising with government agencies, institutions and planning bodies concerned with the provision of services, facilities and activities to improve quality and access for individuals and groups across the region;
 - j. acting as trustee and performing and discharging the duties and functions incidental thereto, where these are incidental or conducive to the attainment of these items objects; and
 - k. doing such other things as are incidental or ancillary to the attainment of these objects.

4. Liability of Members

- 4.1 The liability of Members is limited.
- 4.2 Each Member must contribute to the assets of the Company in the event the Company is wound up while that Member is a Member or within one year after that Member ceases to be a Member for:
- a. payment of the debts and liabilities of the Company contracted before the time the Member ceased to be a Member; and
 - b. the costs, charges and expenses of winding up the Company.
- 4.3 The liability of a Member to contribute towards the payment of the items set out above is limited to a sum not exceeding ten (10) Australian dollar (\$10.00).

5. Powers of the company

- 5.1 The Company has all the powers of a natural person but its powers must only be used in the pursuit of the objects of the Company.
- 5.2 Without limiting the above, the powers of the Company include:
- a. generally, to organise and direct such activities or actions as may be deemed appropriate for carrying out any of the objects of the Company;
 - b. to acquire and dispose of property, to expend monies and to invest monies in trustee investments and permanent building societies, to borrow on the assets and on the security of future revenue, to enter into contracts and generally to have the control of the affairs, concerns and property of the Company;
 - c. to acquire, deal with, manage, lease, license, hire and/or dispose of real and personal property and equipment for the benefit and advancement of and to provide welfare services for the Members;
 - d. to appoint trustees of property of the Company and to invest any property in such trustees or replacement trustees;
 - e. to affiliate with any society, association or organisation with like objects; and
 - f. to enter into agreements and understandings with the Trust (or its other related entities) relating to any buildings or property used by or under the management and control of the Company.

6. Non-profit company

- 6.1 The company's income and property must be applied solely towards promoting the company's purposes.
- 6.2 No part of the income or property may be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus, or other profit distribution, to any member or director.

- 6.3 This rule 6 does not prohibit indemnification of, or payment of premiums on contracts of insurance for, any director to the extent permitted by law and this constitution.
- 6.4 No director's fees may be paid to the directors.
- 6.5 All other payments to directors must be approved by the directors including, but not limited to:
- a. out-of-pocket expenses incurred by a director in performing a duty as a director of the company; or
 - b. a service rendered to the company by a director in a professional or technical capacity or as an employee, other than in the capacity as a director of the company, where
- 6.6 A service rendered to the company by a director in a professional or technical capacity or as an employee, other than in the capacity as a director of the company, where
- a. the provision of the service has the prior approval of the directors; and
 - b. the amount payable is not more than an amount that commercially would be reasonable payment for the service.

7. Members

- 7.1 A person may apply to the Board in writing to become a Member of the Company.
- 7.2 The Board may, at the Board's sole discretion, grant that person Membership of the Company. In determining eligibility as a Member of the Company, the Board may develop rules or criteria by which an application for membership may be judged.
- 7.2.1. All Members are required to pay an annual membership fee as per the Schedule;
- 7.3 A person ceases to be a Member of the Company if the person:
- a. dies;
 - b. resigns from membership by notice in writing to the Secretary;
 - c. becomes of unsound mind or the person is, or their estate is, liable to be dealt with in any way under a law relating to mental health;
 - d. becomes bankrupt or insolvent or makes any arrangement or composition with his or her creditors; or
 - e. is expelled under clause 7.4.
- 7.4 Subject to clause 7.5, the directors may by resolution expel a member who is not a director from the company if, in their absolute discretion, they decide it is not in the interests of the company for the person to remain a member.
- 7.5 If the directors intend to consider a resolution under clause 7.4, at least one week before the meeting at which the resolution is to be considered, they must give the member written notice:

- a. stating the date, place and time of the meeting;
- b. setting out the intended resolution and the grounds on which it is based; and
- c. informing the member that he or she may attend the meeting and may give an oral or written explanation or submission before the resolution is put to the vote

8. Disciplining of Members

8.1 In the event a complaint is made against a Member who, it is alleged, has:

- a. persistently refused or neglected to comply with a provision of this Constitution or with a reasonable direction of the Board; or
- b. acted in a manner prejudicial to the interests of the Company or in a manner which would bring the Company into disrepute,

then the Board will advise the Member of the complaint and allow that the Member to make written submissions in reply to the complaint within twenty one (21) days from the time the Member was advised of the complaint.

8.2 If, after considering the complaint and any submissions made in respect of the complaint, the Board is reasonably satisfied that such an allegation is proved, the Board may resolve:

- a. to expel the Member from the Company; or
- b. to suspend the Member from Membership for such a period as the Board will determine.

9. Rights associated with Membership

9.1 Each Member of the Company is:

- a. entitled to receive notice of, attend and vote at general meetings of the Company; and
- b. eligible for election or appointment to the Board.

10. General Meetings

10.1 A general meeting called the Annual General Meeting must be held:

- a. at least once in every calendar year;
- b. within six (6) months of the closure of the Company's financial year; and
- c. at a time and place determined by the Board.

10.2 A general meeting may be called by:

- a. any two (2) Members of the Board requisitioning a general meeting of the Company; or

- b. in accord with a members' requisition under the Act; or
 - c. as otherwise provided for in the Act.
- 10.3 The General Meeting must be held as soon as practicable, and not later than two (2) months after the date of the convening notice or the requisition. Members will be given at least fourteen (14) days' notice of General Meetings.
- 10.4 The business of the Annual General Meeting is:-
- d. to receive and consider the accounts, statements and reports prescribed by the *Corporations Act 2001*;
 - e. to appoint Directors;
 - f. to appoint the auditor (where necessary); and
 - g. to deal with any other business included in the notice of meeting.
- 10.5 A copy of the accounts, statements and reports prescribed by the *Corporations Act 2001* to be presented at the Annual General Meeting must be available to Ordinary Members at least twenty one (21) days before the Annual General Meeting.

11. Proceedings at General Meetings

- 11.1 Fifty (50) per cent of Members plus one (1) constitutes a quorum for the transaction of the business of a General Meeting.
- 11.2 If a quorum is not present within half an hour after the appointed time for the commencement of a General Meeting, then:
- a. the meeting, if convened on the requisition of Members, is to be dissolved;
 - b. in any other case, the meeting is to be adjourned to a date, time and place determined by the person chairing the meeting.
- 11.3 If, at the adjourned meeting, a quorum is not present within half an hour after the appointed time for the commencement of the meeting, the meeting is to be dissolved. No business will be transacted at a reconvened General Meeting other than the business for which the meeting was originally convened.

12. Presiding Member

- 12.1 The Chair is to chair each meeting of the Company and each meeting of the Board.
- 12.2 If the Chair is absent from a meeting or unwilling or unable to act, the persons present and eligible to vote at the meeting will appoint one of their number to the chair.

13. Adjournment

- 13.1 The Chair of a General Meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting to a specified time, date and place. No business can

be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

- 13.2 Where a General Meeting is adjourned for fourteen (14) days or more, the Secretary must give written or oral notice of the adjourned meeting in the manner set out in clause 27, stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.

14. Voting

- 14.1 At any meeting of the Company a motion put to the vote of the meeting is to be decided on a show of hands unless a ballot is (before or on the declaration of the result of a show of hands) demanded by:
- a. the Chair; or
 - b. any two (2) Members at a General Meeting.
- 14.2 On a ballot, votes may be cast personally, by post (if postal voting is available for a resolution) or by proxy.
- 14.3 The Board may permit a Member to cast a vote on a resolution by post. The Board may regulate the procedure for postal voting in any way consistent with this constitution. Postal votes must be lodged with the Secretary no later than seven (7) days prior to the date of the meeting.
- 14.4 Every eligible voting Member has one (1) vote on a show of hands. Every eligible voting Member present in person or by post or proxy has one (1) vote on a ballot.
- 14.5 Other than for matters requiring Special Resolutions, all questions and motions will be decided by a simple majority of votes.
- 14.6 If there is an equality of votes, whether on a show of hands or on a ballot, the Chair (or if the Chair is not present, the chair of the meeting) is entitled to a second or casting vote.
- 14.7 If a ballot is not demanded, a declaration by the Chair that a resolution has been carried, or carried unanimously or by a particular majority, or lost, an entry to that effect in the minutes is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- 14.8 If a ballot is demanded, it is to be taken in the manner determined by the Chair.
- 14.9 A demand for a ballot may be withdrawn.

15. Proxies

- 15.1 A document appointing a proxy may be in a common or usual form.
- 15.2 Only an eligible voting Member may be appointed as a proxy.
- 15.3 A proxy is not entitled to vote on a show of hands and on any one vote, can be a proxy for one (1) member only.

- 15.4 If the document appointing a proxy specifies the manner in which the proxy is to vote, the proxy must vote in the specified manner.
- 15.5 The document appointing a proxy must be lodged at the Company's registered office at least forty eight (48) hours before the time for holding the meeting or adjourned meeting.
- 15.6 A vote given in accordance with the terms of a document appointing a proxy is valid despite the occurrence of any one or more of the following events if no notice in writing of any of these events has been received by the Secretary before the commencement of the meeting or adjourned meeting at which the document is used:
- a. the death or unsoundness of mind of the principal;
 - b. the revocation of the proxy; or
 - c. the termination of the membership of the Member.

16. Board

- 16.1 The Board is to consist of a minimum of seven (7) and a maximum of nine (9) Directors.
- 16.2 Each Director will be appointed to hold office, subject to this Constitution, for a Board Term.
- 16.3 Subject to clause 20, the Members must appoint the Directors at the Annual General Meeting.
- 16.4 The Board must appoint a Chair from its own numbers, for the Board Term.
- 16.5 The Board must appoint a Secretary for the Board Term.
- 16.6 The business and operations of the Company are to be managed and controlled by the Board, and for that purpose the Board may exercise the powers of the Company as if they had been expressly conferred on the Board by a General Meeting.
- 16.7 The powers of the Board are subject to any restrictions imposed by the *Corporations Act 2001* or by the Company's Constitution.
- 16.8 The acts of a Director are valid despite any defect that may afterwards be discovered in the appointment or qualification of that Director.

17. First and subsequent Board

- 17.1 The following subscribers to the Constitution constitute the first Board;
- Yvonne Santalucia
 - Adrian Wong
 - Ali Mokhtar
 - Julio Gruttulini
 - Katina Varelis
 - Kay Davis

18. Ending Board Membership

- 18.1 The office of a Director becomes vacant if the Director:
- a. becomes bankrupt or insolvent under administration within the meaning of *Corporations Act 2001*;
 - b. becomes prohibited from becoming a Director by reason of any order made under the *Corporations Act 2001*;
 - c. ceases to be a Director by operation of the *Corporations Act 2001*;
 - d. 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;
 - e. resigns office by notice in writing to the Company;
 - f. ceases to be a Member of the Company; or
 - g. is removed by resolution of the Members in accordance with the *Corporations Act 2001*.

19. Proceedings and powers of the Board

- 19.1 The Board is vested with and responsible for pursuing the objects of the Company and controlling its affairs and property.
- 19.2 All negotiable instruments must be executed by at least two (2) persons authorised by the Board.
- 19.3 Meetings of the Board are to be held as often as necessary to conduct properly the business of the Company, and must be held at least once every two months.
- 19.4 The Chair or any two (2) Directors may, and the Secretary must, if requested by the Chair, or any two (2) Directors, call a meeting of the Board.
- 19.5 The quorum necessary for the transaction of business by the Board is more than half of the Directors presently appointed at any given time.
- 19.6 Oral or written notice of a Board Meeting stating the general nature of the business to be transacted at the meeting will be given to each Director not later than forty eight (48) hours prior to the time appointed for the holding of that meeting. No business other than the business stated in the notice given pursuant to this clause will be transacted at the Board Meeting unless the Directors present unanimously agree to deal with any proposed additional business as urgent business.
- 19.7 In the exercise of its powers, the Board may from time to time make rules and regulations which are incidental to the Constitution.

20. Casual vacancies of Directors

- 20.1 Where a Director retires from office prior to the expiry of that Director's Board Term, the vacancy created by the retirement will be filled by a Director appointed by the Board.
- 20.2 Any Director appointed pursuant to this clause will:
- a. As far as practicable possess the same or similar qualifications as the Director being replaced; and
 - b. hold office, subject to this Constitution, for the balance of the Board Term of the Director being replaced.

21. Transaction of business outside Board meetings

- 21.1 The Board may transact any of its business:
- a. by the circulation of papers among all Directors and a resolution in writing by a majority of those Members (including multiple identical resolutions) is to be taken to be a decision of the Board;
 - b. at a meeting at which Directors (or some Directors) participate by telephone, closed-circuit television or other means of technology, but only if any Member who speaks on a matter before or during the meeting, can be heard by the other Members.
- 21.2 A resolution approved pursuant to this clause is to be recorded in the minutes of the meetings of the Board.

22. Board delegation and Board committees

- 22.1 The Board may, by resolution, delegate to a Director or committee of two (2) or more Directors, the exercise of such of the Board's powers (other than this power of delegation) as are specified in the resolution. The Company or the Board may, by resolution, revoke wholly or in part any such delegation.
- 22.2 A delegation made pursuant to this clause may be made subject to conditions or limitations as to the exercise of any powers delegated, or as to time or circumstances.
- 22.3 Despite a delegation under this clause, the Board may continue to exercise all or any of the powers delegated.

23. Directors' conflicts of interest

- 23.1 No Director will participate in the debate or discussion concerning, or will vote on, a matter before a Board or General Meeting in which that Director has a personal interest leading to a possible conflict of interest.

24. Minutes

- 24.1 The Board must keep minutes of meetings in books provided for the purpose, and, in particular;
- a. of all appointments of officers made by the Board;
 - b. of all names of all the Directors present at each meeting of the Board and of any committee of the Board; and
 - c. of all resolutions and proceedings at all meetings of the Company and of the Board and of committees of the Board.
- 24.2 Minutes must be kept in the English language and recorded in the minute book within fourteen (14) days of the date of the meeting to which they relate, signed by at least one (1) Director present at that meeting and confirmed at the next meeting where it is convenient to do so.

25. Appointment of officers etc.

- 25.1 The Board has the power, if and where necessary, to appoint, remove or suspend officers, employees, agents and contractors and to fix their powers, duties and remuneration in respect of the Company.
- 25.2 The Board may delegate any of its powers to an officer or employee of the Company, subject to any conditions or limitations which the Board decides to impose.
- 25.3 The Board may, at any time, revoke or vary a delegation made pursuant to this clause.

26. Financial records

- 26.1 The Company must keep accounting records to correctly record and explain the Company's transactions and the financial position of the Company.
- 26.2 Each Member has the right to inspect the Company's financial records only in accordance with the *Corporations Act 2001*.
- 26.3 At least once in every year the accounts of the Company must be examined by a qualified auditor who must report to the Members in accordance with the provisions of the *Corporations Act 2001*.

27. Notice

- 27.1 Except for notice of General Meetings, any notice given by the Company to any Member must be given personally, or by email, or by posting it to the Member at the Member's registered address. A notice sent by post is deemed to be received two (2) days after the date of posting. Where possible, notice of a general meeting of the Company and the agenda of the meeting will be displayed by the Secretary at a location determined by the Board from time to time prior to the date appointed for holding of the meeting.

28. Indemnity

- 28.1 Every Director, auditor and other officer of the Company is entitled to be indemnified out of the property of the Company against any liability incurred by the Director, auditor or officer in that capacity:
- a. in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the Director, auditor or officer, or in which the Director, auditor or officer is acquitted; or
 - b. in connection with any application in relation to those proceedings in which relief is granted to the Director, auditor or officer, by the court.
- 28.2 The company may, to the extent permitted by law:
- a. purchase and maintain insurance; or
 - b. pay or agree to pay a premium for insurance, for any Director against any liability incurred by the person as a director of the company where the directors consider it appropriate to do so.

29. Gift Fund

- 29.1 The company must maintain a management account (Gift Fund):
- a. to identify and record Gifts and Deductible Contributions;
 - b. to identify and record any money received by the company because of those Gifts and Deductible Contributions; and
 - c. that does not record any other money or property.
- 29.2 In accordance with section 385-15 of Schedule 1 of the Taxation Administration Act 1953 (Cth), the Gift Account must record and explain all other acts the Company engages in that are relevant to the company's status as a deductible gift recipient and show the use of the Gift Account in accordance with this Constitution.
- 29.3 The Company must use the Gift Fund only for its principal purpose.
- 29.4 For the purpose of this Constitution:
- a. **Gifts and Deductible Contributions** means a contribution of money or property as described in item 7 or item 8 of the table in section 30-15 of the ITAA 97 in relation to a fundraising event held for the principal purpose of the Company; and
 - b. **Gift** means a gift to the company as described in item 1 or item 4 of the table in section 30-15 of the ITAA 97.

30. Distribution of surplus assets

- 30.1 The Members have no right to any surplus assets remaining after the completion of the winding up or dissolution of the Company.
- 30.2 Subject to clauses 30.4 and 30.6, if any property remains on the winding up or dissolution of the Company and after satisfaction of all its debts and liabilities, that property may not be paid to or distributed among the members of the Company but must be given or transferred to some other institution in Australia:
- a. having objects similar to the objects of the Company,
 - b. whose constitution prohibits the distribution of its income and property among its members,
 - c. that is endorsed as a tax concession charity where the Company is endorsed as a tax concession charity under the Income Tax Assessment Act 1997 (Cth), and
 - d. that is endorsed as a public benevolent institution under the Income Tax Assessment Act 1997 (Cth), where the Company is so endorsed.
- 30.3 The institution will be determined by the members of the Company at or before the time of dissolution.
- 30.4 Where the Company has been endorsed as a deductible gift recipient as an organisation or in relation to a public fund under Subdivision 30-BA of the Income Tax Assessment Act 1997 (Cth), then where:
- a. the Company is wound up, or
 - b. the fund is wound up, or
 - c. the endorsement under Subdivision 30-BA of the Income Tax Assessment Act 1997 (Cth) is revoked,
- then any surplus assets of the Company or fund remaining after payment of all liabilities must be transferred to an institution or fund that complies with clause 30.2 and is an endorsed deductible gift recipient.
- 30.5 Where the Company operates more than one fund for which it is a deductible gift recipient, and its endorsement under Subdivision 30-BA of the Income Tax Assessment Act 1997 (Cth) is revoked only in relation to one of those funds, then it may transfer any surplus assets of the fund after payment of all liabilities to any other fund for which it is endorsed as a deductible gift recipient.
- 30.6 Where the Company has been registered as a community housing provider pursuant to the *Community Housing Providers National Law (NSW)*, all remaining community housing assets in a participating jurisdiction on winding up will be transferred to another registered community housing provider or to a housing agency in the jurisdiction in which the asset is located.

31. Amendments

- 31.1 Any addition, alteration or amendment to the Company's Constitution must be made in accordance with the provisions of the *Corporations Act 2001*.
- 31.2 This Constitution may be amended only by a Special Resolution passed at a General Meeting of the Company.
- 31.3 The Constitution must not be amended if, as a result, the Company would cease to be a charity.

32. Application of the Act

- 32.1 Unless the contrary intention appears
 - a. an expression used in a clause that deals with a matter dealt with by a provision of the Act has the same meaning as in that provision; and
 - b. subject to clause 32.1a, an expression in a rule that has a defined meaning for the purposes of the Act has the same meaning as in the Act.
- 32.2 The provisions of this constitution displace each provision of a section or subsection of the Act that applies (or would apply but for this clause) to the Company.
- 32.3 The replaceable rules do not apply to the company except those which operate as mandatory rules for public companies under the Act.

Members Fee Schedule

As per rule 7.2.1, all members are required to pay an annual membership fee of \$10