

Constitution of Queensland Affordable Housing Consortium Ltd

A company limited by guarantee

History:

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Constitution of Queensland Affordable Housing Consortium Ltd

1 General

1.1 Name of Company

The name of the Company is Queensland Affordable Housing Consortium Ltd.

1.2 Liability of Members

The liability of Members is limited.

1.3 Replaceable Rules

The Replaceable Rules do not apply to the Company.

2 Definitions and interpretation

2.1 Definitions

In this document:

Term	Definition
ASIC	means the Australian Securities and Investments Commission.
Board	means the board of directors of Queensland Affordable Housing Consortium Ltd.
Business Day	means a day that is not a Saturday, Sunday or public holiday where the Office is located.
Chairman	includes an acting chairman under rule 8.5.
Committee	means a committee to which powers have been delegated by the Board under rule 13.7.
Company	means Queensland Affordable Housing Consortium Ltd.
Constitution	means the constitution of the Company.
Corporations Act	means <i>Corporations Act 2001</i> (Cth) and <i>Corporations Regulations 2001</i> (Cth).
Director	means a person appointed or elected to the office of director of the Company and includes an alternate director appointed to the Board.
Executive Officer	for the purposes of rule 21, means a person who is concerned, or takes part in, the management of the Company (regardless of the person's designation and whether or not the person is a director of the Company).

Term	Definition
Fee Date	means 1 July each year.
Founding Member	means Queensland Community Housing Coalition Ltd ABN 33 010 981 067.
Gift	means a donation, gift, settlement, benefaction or other voluntary transfer or disposition of money, money's worth, property or benefits.
Gift Fund	means the fund maintained under rule 17.
Liability	for the purposes of rule 21, includes any claim, action, suit, proceeding, investigation, inquiry, damage, loss, cost or expense.
Member	means any person who becomes a member under the Corporations Act or this Constitution.
Members Present	means members present at a general meeting of the Company in person, or by their appointed representative, proxy, or attorney.
Office	means the registered office of the Company.
Officer	for the purposes of rule 21, means a director or Secretary of the Company or a person: <ul style="list-style-type: none"> (a) who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Company; (b) who has the capacity to affect significantly the Company's financial standing; or (c) under whose instructions or wishes the Board is accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship with the Board or the Company).
Proceedings	for the purposes of rules 21.2 and 21.4 has the meaning set out in rule 21.5.
Register	means the register of Members of the Company established under the Corporations Act.
Registered Address	means the address of the Member specified in the Register or another other address notified by the Member to the Company as the place they will accept service of notices.
Replaceable Rules	means the replaceable rules under the Corporations Act and includes any replaceable rules that become or may become a provision of the Corporations Act.
Seal	means the common seal of the Company if any.
Secretary	means a person appointed as secretary of the Company and includes a person appointed to perform the duties of secretary.

2.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

3 Objects and powers

3.1 Objects of Company

The objects of the Company are:

- (a) to be a charitable institution in terms of item 1.1 of section 50-5 of the Income Tax Assessment Act;
- (b) To provide affordable housing to people in need, including:
 - (i) low income households;
 - (ii) people with specific needs;
 - (iii) households in housing stress;
 - (iv) households denied access to general market housing; and

- (v) households requiring a subsidised housing solution.
- (c) to investigate, develop and provide a range of innovative and quality housing options to meet housing need;
- (d) to promote and contribute to social inclusion and mixed income, mixed tenure neighbourhoods through the integration of affordable housing in mainstream residential developments;
- (e) to work with governments, community groups and the private sector in pursuit of the companies objects;
- (f) to improve access and choice for disadvantaged households and those in housing stress;
- (g) to achieve a substantial balance between social, economic and environmental outcomes in pursuit of its primary object;
- (h) to efficiently and effectively manage the company in a viable and sustainable way; and
- (i) to promote the objects of the Company in any manner the Board considers appropriate, and to do things incidental or conducive to the attainment of these objects.

3.2 Separate objects

Each of the objects in rule 3.1 is a separate object of the Company, and must not be construed by reference to any other object.

3.3 Powers of the Company

The Company has all the powers of an individual and a body corporate, subject to rule 3.4.

3.4 No power to issue shares

The Company has no power to issue or allot shares.

4 Non-profit nature of the Company

4.1 Non-profit

- (a) The income and property of the Company must only be applied towards the promotion of the objects of the Company set out in this Constitution.
- (b) No income or property may be paid or transferred, directly or indirectly, to a Member except for payments to a Member:
 - (i) in return for services rendered by or goods supplied by the Member to the Company in the ordinary and usual course of business; or
 - (ii) as principal payments on money lent by the Member, and interest payments if the interest is at a commercial rate.

4.2 No distribution of profits to Members on winding up

- (a) Where property remains after the winding-up or dissolution of the Company, and satisfaction of all its debts and liabilities, it must not be distributed among the Members.

- (b) Property referred to in rule 4.2(a) must be given to another fund, authority or institution with objects similar to the objects of the Company and a prohibition on distribution of its income and property among its members to an extent at least as great as is imposed on the Company under this Constitution.
- (c) The fund, authority or institution to receive property under rule 4.2(b) must be decided by the Members at or before the time of the dissolution.

4.3 Limited liability on winding up

- (a) The liability of the Members is limited.
- (b) If the Company is wound up while a person is a Member, or within one year after the person ceases to be a Member, the person must contribute to the assets of the Company for:
 - (i) the payment of the debts and liabilities of the Company contracted before the person ceased to be a Member;
 - (ii) the costs of winding up; and
 - (iii) the adjustment of the rights of the contributors among themselves.
- (c) The maximum liability of each Member under rule 4.3(b) is \$10.

5 Membership

5.1 Organisation of Membership

All applications for Membership admitted shall be allocated and entered in the Register of the Company. The number of Members of the Company is unlimited.

5.2 Types of membership

- (a) Until otherwise decided by the Members in general meeting, the classes of membership will be:
 - (i) Founding Member;
 - (ii) Ordinary Members; and
 - (iii) Associate Members.

5.3 Founding Member

- (a) The Founding Member shall have the following rights:
 - (i) to attend any general meeting of the Company;
 - (ii) to vote;
 - (iii) to appoint and remove the Chairman under clause 10.1(c); and
 - (iv) to approve any changes to the Constitution under clause 22.1

5.4 Ordinary Membership

- (a) Any body corporate that is a non profit organisation directly undertaking activities in community and affordable housing and is supportive of the objects of the Company may apply for Ordinary Membership of the Company.
- (b) An Ordinary Member once admitted and so long as they pay the annual Membership Fee as and when it falls due shall be entitled to:
 - (i) attend any general meeting of the Company; and
 - (ii) vote at any general meeting of the Company.

5.5 Associate Members

- (a) Any individual who:
 - (i) is not less than 18 years of age at the date of application;
 - (ii) is supportive of the objects of the Company; and
 - (iii) satisfies the Board at the time of application that they are representative of any other organisation or government agency that is not a body corporate but is otherwise supportive of the objects of the Company;may apply for Associate Membership of the Company.
- (b) Any body corporate that is supportive of the objects of the Company may apply for Associate Membership of the Company.
- (c) An Associate Member once admitted and so long as they pay the annual Membership Fee as and when it falls due shall be entitled to
 - (i) attend any general meeting of the Company; and
 - (ii) vote on the appointment and removal of directors; but
 - (iii) will not have any other voting rights at any general meeting of the Company.

5.6 Form of Application

- (a) An application for Ordinary Membership or Associate Membership must:
 - (i) be in writing in a form approved by the Board;
 - (ii) be signed by the applicant;
 - (iii) be accompanied by any other documents or evidence as to qualification for the type of Membership applied for which the Board requires;
 - (iv) be accompanied by the Application Fee (if any) and the Membership Fee; and
 - (v) state the type of Membership the applicant nominates or is nominated for.
- (b) If the applicant is a body corporate it must nominate one person (**Nominated Representative**) to represent it in the Company. The application form must:

- (i) state the name and residential address of the Nominated Representative; and
 - (ii) be signed by the Nominated Representative.
- (c) An application form must be accompanied by the:
 - (i) Application Fee (if any); and
 - (ii) Membership Fee.

5.7 Admission to Membership

- (a) The Board may in its absolute discretion, in accordance with the law, accept or reject any application for Membership.
- (b) The Board need give no reason for the rejection of an application.
- (c) If an application for Membership is rejected the Secretary must notify the applicant in writing and the Application Fee (if any) and Membership Fee must be refunded to the applicant as soon as reasonably possible.
- (d) If an applicant is accepted for Membership, the name and details of that person must be entered in the Register of Members and the Secretary must notify the applicant in writing of such acceptance.

5.8 Notification by Members

- (a) Each Member must promptly notify the Secretary in writing of any change in their qualification to be a Member of the Company.
- (b) Each corporate member must promptly notify the Secretary in writing of any change in its Nominated Representative.
- (c) A Nominated Representative must consent to the nomination in writing.

5.9 Register of Members

- (a) The Secretary must ensure that a Register of Members is kept by the Company in accordance with the Law.
- (b) The following must be entered in the Register of Members in respect of each Member:
 - (i) the full name of the Member;
 - (ii) the residential address, facsimile number and electronic mail address (if any) of the Member;
 - (iii) the type of Membership;
 - (iv) the date of admission to and cessation of Membership;
 - (v) the date of last payment of the Member's Membership Fee;
 - (vi) in the case of a Corporate Member, the full name, address, facsimile number and electronic mail address (if any) of its Nominated Representative;

- (vii) the type of Membership the applicant nominates or is nominated for; and
 - (viii) such other information as the Board requires.
- (c) Each Member and Nominated Representative must notify the Secretary in writing of any change in that person's name, address, facsimile number or electronic mail address within one month after the change.

5.10 Application Fee

The Application Fee payable by each applicant for Membership is the sum the Board determines for each type of Membership.

5.11 Membership Fee

- (a) The Membership Fee payable by a Member of the Company is the sum the Board determines.
- (b) All Membership fees for Ordinary Members are due and payable in advance on the Fee Date each year.
- (c) If a person is admitted to ordinary Membership of the Company during the months of January to June the Board may reduce the Membership fees payable by the applicant in respect of the remainder of the period until the following Fee Date.

5.12 Unpaid Membership Fees

- (a) If the Membership fees of a Member remains unpaid for 2 months after it becomes payable, the Member ceases to be entitled to any of the rights or privileges of Membership. The rights or privileges of Membership may be reinstated at the absolute discretion of the Board, upon payment of all arrears.

6 Financial records

6.1 Keeping of financial records

- (a) The financial year of the Company begins on 1 July and ends at 30 June in the following calendar year.
- (b) Proper books and financial records must be kept recording the financial affairs of the Company. The Company must comply with the relevant accounting and auditing requirements of the Corporations Act.
- (c) The Board must distribute to all Members at the end of each financial year, copies of the financial report including a copy of the auditor's report and any other documentation as required by the Corporations Act.
- (d) The Board must lay before the Members at each annual general meeting the financial statements required under rule 6.1(c).

6.2 Banking of money

All the money of the Company must be deposited in an account in the name of the Company at a bank chosen by the Board.

6.3 Appointment of auditor

The Company must appoint a qualified auditor as required by the Corporations Act. No Member may act as auditor of the Company.

6.4 Inspection of records of the Company

- (a) The Board may decide whether and to what extent, and at what time and place and under what conditions the financial records and other documents of the Company or any of them will be open to the inspection by Members other than the Board.
- (b) No Member other than a Director has the right to inspect any document of the Company except as set out in the Corporations Act or as authorised by the Board.

7 General meetings

7.1 General meetings

- (a) General meetings of the Company may be called and held at the times and places and in the manner decided by the Board. Except as permitted by the Corporations Act, the Members may not convene a meeting of the Company. By resolution of the Board any general meeting (other than a general meeting which has been requisitioned or called by Members under the Corporations Act) may be cancelled or postponed before the date on which it is to be held.
- (b) The Chairman of a general meeting may exclude from the meeting any person:
 - (i) in possession of a pictorial-recording or sound-recording device;
 - (ii) in possession of a placard or banner;
 - (iii) in possession of an object considered by the Chairman to be dangerous, offensive or liable to cause disruption;
 - (iv) who refuses to produce or to permit examination of any object, or the contents of any object or container, in the person's possession;
 - (v) who behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
 - (vi) who is not a Member (or a proxy, attorney or corporate representative of a Member), a Director or the auditor of the Company.
- (c) A person, whether or not a Member, who is invited by the Board or the Chairman to attend a general meeting, may be present.

7.2 Notice of general meeting

- (a) At least 21 days' notice of a general meeting must be given to Members by the Board in the form and in the manner the Board decides, subject to the Corporations Act. Inadvertent failure to give notice of any general meeting to a person entitled to notice does not invalidate a resolution passed at that meeting.
- (b) Subject to the Corporations Act, if the meeting is to be held at two or more places the notice must set out details of the technology used to conduct the meeting.

8 Proceedings of meetings

8.1 Business of general meetings

- (a) The business of an annual general meeting is:
 - (i) to receive and consider the financial and other reports required by the Corporations Act to be laid before each annual general meeting;
 - (ii) to elect Directors in the place of those retiring under this document;
 - (iii) when relevant to appoint an auditor; and
 - (iv) to transact any other business which, under this document, is required to be transacted at any annual general meeting.
- (b) All other business transacted at an annual general meeting and all business transacted at other general meetings is special business.
- (c) Except with the approval of the Board, with the permission of the Chairman or under the Corporations Act, no person may move at any meeting either:
 - (i) any resolution or any amendment of a resolution about any special business of which notice has been given under rule 7.2; or
 - (ii) any other resolution which does not constitute part of special business of which notice has been given under rule 7.2.
- (d) The auditors and their representative may attend and be heard on any part of the business of a meeting concerning the auditors. The auditors or their representative, if present at the meeting, may be questioned by the Members, as a whole, about the audit.

8.2 Quorum

- (a) Two Members Present constitute a quorum at a general meeting where the number of Members is 10 or less. Where the number of Members is more than 10, the number of Members Present required to constitute a quorum at a general meeting is 5. If the Company at any time has only one Member or where a class of Members is constituted by one Member, the quorum is 1.
- (b) If the requisite quorum is not present at the commencement of the business, no business can be transacted except the election of a chairman and the adjournment of the meeting.

8.3 Adjournment in absence of quorum

If within 15 minutes after the time specified for a general meeting a quorum is not present, the meeting, if convened upon a requisition or called by Members, is to be dissolved, and in any other case it is to be adjourned to the same day in the next week (or, where that day is not a Business Day, the Business Day next following that day) at the same time and place and if, at the adjourned meeting, a quorum is not present within 30 minutes after the time specified for holding the meeting, the meeting is to be dissolved.

8.4 Chairman

- (a) The Chairman of the Board must be chairman at every general meeting.

- (b) If at any general meeting:
- (i) the Chairman of the Board is not present at the specified time for holding the meeting; or
 - (ii) the Chairman of the Board is present but is unwilling to act as chairman of the meeting,
- the deputy Chairman of the Board must be chairman at the meeting.
- (c) If at any general meeting:
- (i) there is no Chairman of the Board or deputy Chairman of the Board;
 - (ii) the Chairman of the Board and deputy Chairman of the Board are not present at the specified time for holding the meeting; or
 - (iii) the Chairman of the Board and the deputy Chairman of the Board are present but each is unwilling to act as Chairman of the meeting,
- the Directors present may choose another Director as chairman of the meeting and if no Director is present or if each of the Directors present are unwilling to act as chairman of the meeting, a Member chosen by the Members Present may act as chairman of the meeting.

8.5 Acting Chairman

If during any general meeting the Chairman acting under rule 8.4 is unwilling to act for any part of the proceedings, the Chairman may withdraw from the chair during the relevant part of the proceedings and may nominate any person who immediately before the general meeting was a Director or who has been nominated for election as a Director at the meeting to be acting Chairman of the meeting during the relevant part of the proceedings. Upon the conclusion of the relevant part of the proceedings the acting Chairman is to withdraw and the Chairman is to retake the chair.

8.6 General conduct of meeting

- (a) Except as set out in the Corporations Act, the general conduct of each general meeting of the Company and the procedures to be adopted at the meeting are as decided by the Chairman.
- (b) The Chairman may at any time he or she considers it necessary for the proper and orderly conduct of the meeting 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.
- (c) The Chairman may require the adoption of any procedure which is in the Chairman's opinion necessary or desirable for the proper and orderly casting or recording of votes at any general meeting of the Company, whether on a show of hands or on a poll.

8.7 Adjournment

- (a) The Chairman may at any time during the course of the meeting adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting or any debate or discussion and may adjourn any business,

motion, question, resolution, debate or discussion either to a later time at the same meeting or to an adjourned meeting.

- (b) If the Chairman exercises a right of adjournment of a meeting under this rule, the Chairman has the sole discretion to decide whether to seek the approval of the Members Present to the adjournment and, unless the Chairman exercises that discretion, no vote may be taken by the Members Present in respect of the adjournment.
- (c) No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

8.8 Voting

- (a) Each question submitted to a general meeting must be decided in the first instance by a show of hands of the Members Present and entitled to vote. Subject to rule 8.8(b) in the case of an equality of votes, the Chairman has, both on a show of hands and at a poll, a casting vote in addition to the vote or votes to which the Chairman may be entitled as a Member or as a proxy, attorney or, if applicable, a duly appointed corporate representative of a Member.
- (b) On a show of hands, where the Chairman has two or more appointments that specify different ways to vote on a resolution, the Chairman must not vote as a proxy but has a casting vote in the case of an equality of votes cast by Members entitled to vote at the meeting.

8.9 Declaration of vote on a show of hands – when poll demanded

- (a) At any meeting, unless a poll is demanded, a declaration by the Chairman that a resolution has been passed or lost, having regard to the majority required, and an entry to that effect in the book to be kept of the proceedings of the Company signed by the Chairman of that or the next succeeding meeting, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution. A poll may be demanded:
 - (i) before a vote is taken;
 - (ii) before the voting results on a show of hands are declared; or
 - (iii) immediately after the voting results on a show of hands are declared.
- (b) A poll may be demanded by:
 - (i) the Chairman;
 - (ii) at least two Members Present entitled to vote on the resolution.
- (c) No poll may be demanded on the election of a Chairman of a meeting.

8.10 Taking a poll

- (a) If a poll is demanded under rule 8.9, it must be taken in the manner and at the time and place the Chairman directs, and the result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.
- (b) The demand for a poll may be withdrawn.

- (c) In the case of any dispute about the admission or rejection of a vote, the Chairman's decision is final.

8.11 Continuation of business

A demand for a poll does not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. A poll demanded on any question of adjournment is to be taken at the meeting immediately and without adjournment.

8.12 Special meetings

Rules about general meetings apply to any special meeting of any class of Members held under this document or the Corporations Act.

9 Votes of members

9.1 Voting rights

- (a) The entitlement of Members to vote on a show of hands and on a poll is as set out in rule 5.4(a).
- (b) If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law about mental health, his committee or trustee or other person who has the management of his estate may exercise any rights of the Member about a general meeting as if the committee, trustee or other person were the Member.
- (c) A Member whose annual subscription is more than one month in arrears at the date of the general meeting is not entitled to vote at that meeting.
- (d) Subject to rule 9.1, where a person may vote in more than one capacity, that person is entitled only to one vote on a show of hands.
- (e) If the person appointed as proxy has two or more appointments that specify different ways to vote on the resolution, the proxy must not vote on a show of hands.

9.2 Appointment of proxies

- (a) Any Member entitled to vote at a general meeting may appoint one proxy.
- (b) A proxy need not be a Member entitled in their own right to vote.
- (c) The document appointing a proxy (and the power of attorney, if any, under which it is signed or proof of the power of attorney to the satisfaction of the Board) must be deposited duly stamped (if necessary) at the Office, faxed to the Office or deposited, faxed or sent by electronic mail to any other place specified in the notice of meeting, at least 48 hours (or a lesser period as the Board may decide and stipulate in the notice of meeting) before the time for holding the meeting or adjourned meeting or poll at which the person named in the document proposes to vote.
- (d) No document appointing a proxy is, except as set out in this rule, valid after the expiration of 12 months after the date of its execution. Any Member may deposit at the Office an document duly stamped (if necessary) appointing a proxy and the appointment is valid for all or any stipulated meetings of the Company until revocation.

9.3 Voting by corporation

- (a) Any corporation, being a Member and entitled to vote, may by resolution of its directors or other governing body or by proxy document, authorise any person, though not a Member, or any person occupying a particular office, to act as its representative.
- (b) That representative is entitled to exercise for the corporation the same powers at meetings as the corporation.

9.4 Validity of vote

- (a) A vote given as required by the terms of an proxy document or power of attorney is valid despite:
 - (i) the previous death or unsoundness of mind of the principal; or
 - (ii) the revocation of the proxy document or power of attorney in respect of which the vote is given,

if no written notice of the death, unsoundness of mind or revocation has been received at the Office before the meeting or any adjourned meeting.
- (b) A proxy is not revoked by the principal attending and taking part in the meeting, unless the principal actually votes on the resolution for which the proxy is proposed to be used.

9.5 Form and execution of proxy document

- (a) A document appointing a proxy must be in writing signed by the appointor or his or her attorney. If the appointor is a corporation the appointment must be signed by a duly authorised officer, in a form acceptable to the Board.
- (b) The proxy document is deemed to include the right to demand or join in demanding a poll and (except to the extent to which the proxy is specifically directed to vote for or against any proposal) the power to act generally at the meeting for the person giving the proxy.
- (c) A document appointing a proxy, unless the contrary is stated, is valid for any adjournment of the meeting, as well as for the meeting to which it relates. Any duly signed proxy which is incomplete may be completed by the Secretary on authority from the Board and as permitted by the Corporations Act and the Board may authorise completion of the proxy by the insertion of the name of any Director as the person in whose favour the proxy is given.

9.6 Board to issue forms of proxy

- (a) The Board may issue with any notice of general meeting of Members or any class of Members, forms of proxy for use by the Members.
- (b) Each form must enable the Member to write in the proxy's name. It may provide that if the Member leaves this blank, the proxy is to be a person named on the form.
- (c) The form may include the names of any of the Directors, or of any other person, as a suggested proxy.
- (d) The forms must allow the Member to direct the proxy to vote for or against (or abstain from voting on) any proposed resolution.

9.7 Attorneys of members

A Member may appoint an attorney to act on the Member's behalf at all or specified meetings of the Company. The power of attorney or proof of the power of attorney must be delivered to the Office or elsewhere as directed, with evidence to the satisfaction of the Board of the due execution of the power of attorney. The attorney may appoint a proxy for the Member.

10 The Board

10.1 Directors

- (a) The names of the first Directors are those persons named as directors in the application for registration of the Company.
- (b) The Board consists of at least 3 and up to 8 directors.
- (c) The Chairman shall be appointed by the Founding Member from the directors referred to in 10.1(b).
- (d) The Founding Member will have the power to remove a Director as Chairman, but not from the office of director.
- (e) Any Chairman may resign by written notice delivered to the Secretary. The resignation takes effect when the notice is received by the Secretary or on a later date specified in the notice.

10.2 Election of Directors

- (a) Elections take place as follows:
 - (i) two Members entitled to vote under rule 5.4(a) may nominate any person to serve as a Director;
 - (ii) no person is eligible for election as a Director unless the nominee gives written consent;
 - (iii) the nomination and consent must be left at the Office at least 25 days, and at most 35 days, before the meeting;
 - (iv) the candidates' names (in alphabetical order) and the proposers' and seconders' names must be forwarded to Members with the notice of annual general meeting;
 - (v) at the annual general meeting each Member is entitled to cast a vote 'for' or 'against' the appointment of a named candidate for a vacant position for which they have nominated;
- (b) if there are insufficient nominations for available positions, the Chairman may seek the nomination of candidates at the annual general meeting.

10.3 Retirement of Directors

- (a) Subject to rule 10.4, within 2 months of each anniversary of the date of incorporation of the Company, the Board must consider and decide which, if any, of the Directors are to retire within the next 12 months.

- (b) A Director who is not required to retire under clause 10.4 must retire from office at the conclusion of the third year following his or her appointment as a Director.
- (c) All Directors are eligible for reappointment for up to three consecutive terms.
- (d) If there is any query or dispute, the Board is to determine which of the Directors are to retire.

10.4 Retirement following Incorporation – transitional provisions only

- (a) On the day that is two years after the date of incorporation of the Company, 50% of the Directors must retire from office.
- (b) On the day that is three years after the date of incorporation of the Company, the remaining Directors from incorporation must retire from office.

10.5 Qualification for membership of the Board

- (a) All Directors must be natural persons.

10.6 Casual vacancies

- (a) The Board has power to appoint a qualified person as a Director either to fill a casual vacancy among the Board or as an addition to the existing members but so that the total number of Directors must not exceed the number fixed under this Constitution.
- (b) Any person appointed under this rule holds office until the next general meeting when an election must be held to fill the vacancy but the person is not to be taken into account in deciding the number of Directors to retire by rotation at the meeting. Any person appointed under this rule is eligible for election at that general meeting.
- (c) The Members in general meeting may by ordinary resolution elect a qualified person as a Director but so that the total number of Directors do not at any time exceed the number fixed under this Constitution.

11 Vacation of office

11.1 Resignation

A Director may resign from the Board by written notice delivered to the Secretary. The resignation takes effect when the notice is received by the Secretary, or on a later date specified in the notice.

11.2 Removal

- (a) A Director may be removed from office by ordinary resolution of the Members at a general meeting of the Company convened for that purpose. At the meeting the Director must be given the opportunity to present his or her case orally or in writing.
- (b) A Director removed under rule 11.2 retains office until the dissolution or adjournment of the general meeting at which the he or she is removed.

11.3 Disqualification

- (a) The office of a Director is vacated:
 - (i) upon a Director becoming an insolvent under administration, suspending payment to creditors, or compounding with or assigning the Director's estate for the benefit of creditors;
 - (ii) upon a Director becoming a person of unsound mind or is a patient under laws about mental health, or whose estate is administered under laws about mental health;
 - (iii) upon a Director being absent from meetings of the Board for three consecutive calendar months without leave of absence from the Board where the Board has not, within 14 days of having been served by the Secretary with a notice giving particulars of the absence, resolved that leave of absence be given;
 - (iv) upon a Director resigning office by written to the Company;
 - (v) upon a Director being removed from office under the Corporations Act; or
 - (vi) upon a Director being prohibited from being a director by reason of the operation of law.
- (b) A Director who vacates office under rule 11.3(a) is not to be taken into account in deciding the number of Directors to retire by rotation at any annual general meeting.

11.4 Directors who are employees of the Company

The office of director who is an employee of the Company and/or any of its subsidiaries, becomes vacant upon the Director ceasing to be employed (so that they are no longer employed by the Company or any subsidiary of the Company) but the person concerned is eligible for reappointment or re-election as a Director of the Company.

12 Exercise of voting power

12.1 Exercise of voting power in other corporations

The Board may exercise the voting power conferred by the shares in any corporation owned by the Company at the Board's discretion (including voting in favour of any resolution appointing any of the Directors as directors of that corporation). A Director may vote in favour of the exercise of those voting rights even if the Director is, or may be about to be appointed, a director of that other corporation and may be interested in the exercise of those voting rights.

13 Proceedings of the Board

13.1 Procedures about Board meetings

- (a) The Board may meet together, upon each Director being given reasonable notice, for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Until otherwise decided by the Board, two Directors form a quorum.

- (c) Notice is considered given to a Director, and all Directors are considered to have consented to the method of giving notice, if notice is sent by mail, personal delivery, facsimile transmission or by electronic mail to the usual place of residence, fax number or electronic address of the Director (if any fax number or electronic address is notified to the Company) or at any other address given to the Secretary by the member subject to the right of the Director to withdraw the consent within a reasonable period before a meeting.

13.2 Meetings by telephone or other means of communication

- (a) The Board may meet either in person or by telephone or by other means of communication consented to by all Directors subject to the right of a Director to withdraw their consent within a reasonable period before a meeting.
- (b) All persons participating in the meeting must be able to hear and be heard by all other participants.
- (c) A meeting conducted by telephone or other means of communication is deemed to be held at the place agreed upon by the Directors attending the meeting, if one or more of the Directors present at the meeting is at that place for the duration of the meeting.

13.3 Votes at meetings

Questions arising at any Board meeting are decided by a majority of votes. The Chairman has a casting vote if the votes are equal.

13.4 Convening of meetings

A meeting of the Board must be convened if:

- (a) called by the Chairman or the Board at any time, or
- (b) called by the Secretary, upon the request of any Director.

13.5 Chairman

The Board may elect a deputy Chairman of its meetings and decide the period for which each is to hold office. If at any meeting the Chairman and the deputy Chairman are not present at the time specified for holding the meeting (or, if being present, the relevant Directors refuse to act as Chairman or deputy Chairman), the Directors present may choose one of their number to be Chairman of the meeting.

13.6 Powers of meetings

A meeting of the Board or any adjournment of a meeting at which a quorum is present is competent to exercise any of the authorities, powers and discretions for the time being vested in or exercisable by the Board.

13.7 Delegation of powers to Committees

- (a) The Board may, subject to the law, delegate any of its powers to Committees consisting of one or more Directors or any other person the Board thinks fit.
- (b) A delegate of the Board may be authorised to sub-delegate any of the powers for the time being vested in the delegate.

13.8 Proceedings of Committees

- (a) Committee proceedings are governed by the proceedings in this document that apply to meetings and proceedings of the Board.
- (b) A Committee must follow instructions imposed by the Board.
- (c) A Committee is under the control and direction of the Board and has no power in the management of the Company.

13.9 Validity of acts

- (a) Acts of the Board, a Committee or a Director, even if 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, are valid as if each person was duly appointed and qualified, and continued to be a Director or a member of the Committee (as the case may be).
- (b) If the number of Directors is reduced below the minimum number fixed under this document, the continuing Directors may act to increase the number of Directors to that number, or to call a general meeting of the Company, but for no other purpose.

13.10 Resolution in writing

- (a) A resolution in writing of which notice has been given to all Directors and which is signed by all the members entitled to vote on the resolution is as valid and effectual as if it had been passed at a meeting of the Board. It may consist of several documents in the same form each signed by one or more of the Directors.
- (b) For the purposes of this rule the references to 'Director' include any alternate for the time being present in Australia who is appointed by a Director not for the time being present in Australia but does not include any other alternate Director.
- (c) A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with their authority is deemed to be a document in writing signed by that Director.

14 Powers of the Board

14.1 General powers of the Board

- (a) The Board will be responsible for the overall direction and control of the management of the Company and the formulation of policies to be applied in carrying out the Company's Charitable Objects.
- (b) The management and control of the business and affairs of the Company are vested in the Board, which (in addition to the powers and authorities conferred upon them by this document) may exercise all powers and do all things as are within the power of the Company and are not by this document or by Corporations Act directed or required to be exercised or done by the Company in general meeting.
- (c) The Board may make regulations and by-laws consistent with the Constitution, which in the opinion of the Board are necessary or desirable for the proper control, administration and management of the Company's finances, affairs and property, or are necessary for the convenience, comfort and well-being of the Members (including the terms of entry of

Members to the Company's premises and any event or function sponsored, promoted, facilitated or conducted by the Company) and amend or rescind any regulations and by-laws.

- (d) A regulation or by-law of the Company made by the Board may be disallowed by the Company in a later general meeting.
- (e) A resolution or regulation made by the Company in general meeting cannot invalidate prior acts of the Board which would have been valid if that resolution or regulation had not been passed or made.

14.2 Directors may contract with Company

- (a) A Director is not disqualified by the office of director from contracting or entering into any arrangement with the Company or any other person either as buyer, seller or otherwise. No contract or arrangement with the Company or any other person by a Director or any contract or arrangement by or for the Company or any other person in which a Director is in any way interested may be avoided for that reason.
- (b) A Director need not account to the Company for any profit realised by any contract or arrangement, by reason of holding the office of or of the fiduciary relationship established by the office.
- (c) No Director may as a director vote in respect of any contract or arrangement in which the Director has directly or indirectly any material personal interest if to do so would be contrary to the Corporations Act and if the Director does vote his vote may not be counted. The Director must not be counted in the quorum present at the meeting. These prohibitions may be relaxed or suspended by ordinary resolution passed at a general meeting, subject to the Corporations Act.
- (d) A Director interested in any contract or arrangement may, despite the interest, attest the affixing of the Seal to, or otherwise sign any document evidencing or otherwise connected with the contract or arrangement.

15 Company Secretary

- (a) The Secretary shall be appointed by the Board and holds office on the terms and conditions the Board decides. The Secretary may also be a Director of the Company.
- (b) If the Secretary is not also a director, they are entitled to attend and be heard on any matter at all Directors' and general meetings.
- (c) The Directors may, subject to the terms of the Secretary's employment contract, suspend, remove or dismiss the Secretary.

16 Other salaried officers

The Board may appoint and dismiss officers and employees on the terms it thinks fit.

17 Gift Fund

17.1 Establishment of Gift Fund

- (a) The Company may establish, maintain and use only for the purposes of furthering the objects set out in rule 3.1, the Gift Fund:
 - (i) to which Gifts received by the Company must be made;
 - (ii) to which any money received by the Company because of those Gifts must be credited; and
 - (iii) that does not receive any other money or property.
- (b) The Gift Fund property must:
 - (i) be used predominately for the purpose of providing relief and services to people from:
 - (A) poverty;
 - (B) suffering;
 - (C) misfortune; or
 - (D) disability or helplessness; and
 - (ii) operate for the public benefit.
- (c) The Gift Fund comprises:
 - (i) all money, investments, property and other assets paid or transferred to and accepted by the Company as additions to the Gift Fund;
 - (ii) all accretions to the Gift Fund;
 - (iii) all accumulations of income; and
 - (iv) the money, investments, property and assets described above or into which they are converted.
- (d) The Gift Fund is an asset of the Company and must be applied in accordance with the Constitution.

17.2 Winding up of Gift Fund

- (a) Where the Gift Fund is endorsed as a Deductible Gift Recipient (DGR) and in event its endorsement is revoked, any surplus:
 - (i) gifts of money or property for the principle purpose of the Gift Fund;
 - (ii) contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation; and
 - (iii) money received by the Gift Fund because of such gifts or contributions,

must be transferred to a fund, authority or institution to which income tax deductible gifts can be made.

- (b) In the event of the Gift Fund being wound up, any surplus of its liabilities shall be transferred to another organisation in Australia to which income tax deductible gifts can be made

17.3 Name of Gift Fund

The name of the Gift Fund is 'Queensland Affordable Housing Consortium Gift Fund' or another name determined by the Board.

18 The Seal

18.1 Company Seal is optional

The Company may have a Seal.

18.2 Affixing the Seal

- (a) The Seal must only be used with the authority of the Board.
- (b) Every document to which the Seal is affixed must be signed by a Director and countersigned by the Secretary or by a second Director, or another person appointed by the Board for the purpose.
- (c) The Board may affix a signature by mechanical means.

18.3 Execution of documents without a Seal

The Company may sign a document without a seal, including a deed, by having the document signed by:

- (a) two Directors; or
- (b) a Director and the Secretary.

18.4 Other ways of executing documents

Despite rules 18.2 and 18.3, any document including a deed, may also be signed by the Company in any other manner permitted by law.

19 Minutes

19.1 Contents of minutes

The Board must ensure that minutes are duly recorded in any manner it thinks fit and include:

- (a) the names of the Directors present at each meeting of the Company, the Board and of Committees; and
- (b) details of all resolutions and proceedings of general meetings of the Company and of meetings of the Board and Committees.

19.2 Signing of minutes

The minutes of a meeting of the Board or of a Committee or of the Company, if signed by the Chairman of the meeting or by the Chairman of the next meeting, are prima facie evidence of the matters stated in the minutes.

20 Notices

20.1 Service of notices

- (a) A notice may be given by the Company to a Member, or in the case of joint Members, to the Member whose name stands first in the Register:
 - (i) personally;
 - (ii) by leaving it at the Member's Registered Address;
 - (iii) by sending it by prepaid post or facsimile transmission to the Member's Registered Address; or
 - (iv) by sending it to the electronic address (if any) nominated by the Member.
- (b) All notices sent by prepaid post to Members whose Registered Address is not in Australia may be sent by airmail or some other way that ensures that it will be received quickly.

20.2 When notice deemed to be served

- (a) A notice sent by post is considered served at the expiration of 48 hours after the envelope containing the notice is posted. It is sufficient to prove that the envelope containing the notice was properly addressed and posted.
- (b) A notice served on a Member personally or left at the Member's Registered Address is considered served when delivered.
- (c) A notice served on a Member by facsimile transmission is considered served when the transmission is sent. A facsimile is considered sent when the Company's facsimile system generates a message confirming successful transmission of the total number of pages of the notice to the addressee.
- (d) A notice served on a Member by electronic means is considered served when the electronic message is sent.

20.3 Member not known at Registered Address

Where a Member does not have a Registered Address or where the Company has bona fide reason to believe that a Member is not known at the Member's Registered Address, all future notices are considered given to the Member if the notice is exhibited in the Office, for a period of 48 hours (and is considered served at the commencement of that period), until the Member informs the Company of a Registered Address.

20.4 Signature to notice

The signature on any notice given by the Company may be written or printed.

20.5 Reckoning of period of notice

Where a given number of days' notice or notice extending over any other period is required to be given, the day of service is not to be counted in the number of days or other period.

20.6 Service on deceased Members

A notice delivered or sent by post to the Registered Address of a Member under these rules is (despite that the Member is then dead and whether or not the Company has notice of the Member's death) considered served and the service is for all purposes deemed to be sufficient service of the notice or document on the Member's heirs, executors or administrators.

20.7 Persons entitled to notice of general meeting

- (a) Notice of every general meeting is to be given to:
 - (i) each Member individually who may vote at general meetings of the Company;
 - (ii) each Director; and
 - (iii) the auditor for the time being of the Company.
- (b) Other persons may receive notices of general meetings at the discretion of the Chairman.

20.8 Notification of change of address

Every Member must notify the Company of any change of his or her address and any new address must be entered in the Register. Upon entry it becomes the Member's Registered Address.

21 Indemnity and insurance

21.1 Indemnity in favour of Directors, Secretaries and Executive Officers

Subject to the Corporations Act and rule 21.2, the Company must indemnify each Director, Secretary and Executive Officer to the maximum extent permitted by law, against any Liability incurred by them because of their holding office as, and acting in the capacity of, director, Secretary or Executive Officer of the Company, other than:

- (a) a Liability owed to the Company or a related body corporate of the Company;
- (b) a Liability for a pecuniary penalty order under section 1317G Corporations Act or a compensation order under section 1317H Corporations Act; or
- (c) a Liability owed to a person other than the Company that did not arise out of conduct in good faith.

21.2 Indemnity for legal costs

The Company must indemnify each Director, Secretary and Executive Officer to the maximum extent permitted by law, against any Liability for legal costs incurred by them in respect of a Liability incurred by them because of their holding office as, and acting in the capacity of, director, Secretary or Executive Officer of the Company other than for legal costs incurred:

- (a) in defending or resisting Proceedings, in which the Director, Secretary or Executive Officer is found to have a Liability for which they could not be indemnified under rule 21.1;
- (b) in defending or resisting criminal Proceedings in which the Director, Secretary or Executive Officer is found guilty;
- (c) in defending or resisting Proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (but this rule 21.2(c) does not apply to costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing Proceedings for the court order); or
- (d) in Proceedings for relief to the Director, Secretary or Executive Officer under the Corporations Act in which the court denies the relief.

21.3 Indemnity for employees

Subject to the Corporations Act and rule 21.4, the Company may indemnify an employee, who is not a Director, Secretary or Executive Officer of the Company, to the maximum extent permitted by law, against any Liability incurred by them because of their holding office as, and acting in the capacity of, an Officer of the Company, other than:

- (a) a Liability owed to the Company or a related body corporate of the Company;
- (b) a Liability for a pecuniary penalty order under section 1317G Corporations Act or a compensation order under section 1317H Corporations Act; or
- (c) a Liability owed to a person other than the Company that did not arise out of conduct in good faith.

21.4 Indemnity for legal costs of employees

The Company may indemnify an employee other than a Director, Secretary or Executive Officer to the maximum extent permitted by law, against any Liability for legal costs incurred in respect of a Liability as, or because of their holding office as, and acting in the capacity of, an Officer of the Company other than for legal costs incurred:

- (a) in defending or resisting Proceedings, in which the Officer is found to have a Liability for which they could not be indemnified under rule 21.3;
- (b) in defending or resisting criminal Proceedings in which the Officer is found guilty;
- (c) in defending or resisting Proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (but this rule 21.4 does not apply to costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing Proceedings for the court order); or
- (d) in proceedings for relief to the Officer under the Corporations Act in which the court denies the relief.

21.5 Proceedings

For the purposes of rule 21.2 and 21.4, 'proceedings' includes the outcomes of the proceedings and any appeal about the proceedings.

21.6 Insurance for the benefit of Directors, Secretaries and Executive Officers

Subject to the Corporations Act, the Company may pay a premium for a contract insuring a person who is or has been a Director, Secretary or Executive Officer of the Company acting in that capacity against:

- (a) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
- (b) a liability arising from negligence or other conduct.

21.7 Insurance for other Officers

Subject to the Corporations Act, the Company may pay a premium for a contract insuring a person who is or has been an employee and also an Officer of the Company, acting in that capacity, but who is not a Director, Secretary or Executive Officer of the Company against:

- (a) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
- (b) a Liability arising from negligence or other conduct.

21.8 When insurance may not be provided by the Company

The Company must not pay, nor agree to pay, a premium for a contract insuring a person who is or has been a Director, Secretary or Executive Officer or an employee who is also an Officer of the Company, against a Liability (other than one for legal costs) arising out of:

- (a) conduct involving a wilful breach of duty about the Company; or
- (b) a contravention of section 182 or section 183 Corporations Act.

21.9 Definitions for rule 21

In rule 21:

Term	Definition
Executive Officer	means a person who is concerned, or takes part in, the management of the Company (regardless of the person’s designation and whether or not the person is a director of the Company).
Liability	for the purposes of rule 21 includes any claim, action, suit, proceeding, investigation, inquiry, damage, loss, cost or expense.
Officer	for the purposes of rule 21 means: <ul style="list-style-type: none">(a) a director or Secretary of the Company;(b) a person:<ul style="list-style-type: none">(i) who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Company;(ii) who has the capacity to affect significantly the Company’s financial

Term	Definition
	standing; or
	(iii) under whose instructions or wishes the Board is accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship with the Board or the Company).

22 Amendments of Constitution

22.1 Consent of the Founding Member

- (a) The company may, in a general meeting, modify or repeal the Constitution for a provision of this Constitution by special resolution, and with consent of the Founding Member, in accordance with the Law.