

A COMPANY LIMITED BY GUARANTEE

Constitution of Live & Learn International- Australia Ltd

ACN 605 502 341

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1. PRELIMINARY

1.1 Exclusion of replaceable rules

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

1.2 Definitions and interpretation

In this Constitution:

- (a) **ACNC Act** means the *Australian Charities and Not-for-profits Commission Act 2012*, and related legislative instruments for the time being in force.
- (b) **Affiliate** means a not for profit organisation:
 - (i) established in a country other than Australia;
 - (ii) committed to reducing poverty, and fostering greater understanding and action towards a sustainable future through education, community mobilization and supportive partnerships; and
 - (iii) that has signed an Affiliate Agreement with the Company.
- (c) **Board** means the board of Directors for the time being of the Company.
- (d) **Chair** means the person appointed to the office of chairperson under clause 6.10(a).
- (e) **Corporations Act** means the *Corporations Act 2001* or any statutory modification or re-enactment thereof for the time being in force.
- (f) **the Company** means Live & Learn International-Australia Ltd ACN 605 502 341.
- (g) **Declared Developing Country** means a country declared by the Minister for Foreign Affairs to be a developing country under section 30-85 of the ITAA 97;
- (h) **Deductible Contribution** 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.
- (i) **Directors** means the directors for the time being of the Company.
- (j) **Eligible Entity** means an overseas aid fund which is charitable at law and is established under item 9.1.1 of the table in subsection 30-80(1) ITAA 97, gifts to which are deductible;
- (k) **Gift** means a gift as described in item 1 of the table in section 30-15 of the ITAA 97 to the Company.

- (l) **Guaranteed Amount** is \$50.00.
- (m) **ITAA 97** means the Income Tax Assessment Act 1997
- (n) **Member** means a member or body corporate whose name is entered in the Register.
- (o) **Office bearers** means a Director appointed as an office bearer under clause 6.10 including the Chair, Deputy Chair, Secretary and Treasurer.
- (p) **Principal Purpose** means the purpose set out in clause 1.3.
- (q) **Register** means the Register of Members under clause 2.4.
- (r) **Responsible Person** means an individual who:
 - (i) performs a significant public function;
 - (ii) is a member of a professional body having a code of ethics or rules of conduct;
 - (iii) is officially charged with spiritual functions by a religious institution;
 - (iv) is a director of a company whose shares are listed on the Australian Stock Exchange;
 - (v) has received formal recognition from government for services to the community;
 - (vi) is an individual before whom a statutory declaration may be made; or
 - (vii) is approved as a Responsible Person by the Commissioner.
- (s) **Seal** means the common seal of the Company (if any).
- (t) **Secretary** means the secretary for the time being of the Company and if there are joint secretaries, any one or more of such joint secretaries.
- (u) Except so far as the contrary intention appears in this Constitution, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.
- (v) Words importing any one gender must be deemed and taken to include all genders and the singular to include the plural and the plural the singular unless the contrary as to gender or number is expressly provided.

1.3 **Vision Statement**

The Company's vision is:

"an equitable and sustainable world free of poverty".

1.4 **Principal Purpose**

- (a) The Principal Purpose for which the Company is established is to provide sustainable development and relief to persons in Declared Developing Countries.
- (b) Solely in furtherance of the Principal Purpose, the activities the Company will undertake may include, but are not limited to:
 - (i) social, economic and cultural development projects and programs;
 - (ii) direct or indirect policy and advocacy work in furtherance of the Principal Purpose;
 - (iii) sustainability projects and programs;
 - (iv) humanitarian aid;
 - (v) facilitation and coordination of Affiliate projects and programs;
 - (vi) establish and operate an overseas aid fund endorsed by the Commissioner of Taxation as a deductible gift recipient under item 9.1.1 of section 30-80 of the ITAA 97; and
 - (vii) all other things incidental or conducive to furthering the Principal Purpose.

1.5 **The Principal Purpose is charitable.**

The Principal Purpose is charitable.

1.6 **Application of income and property**

- (a) The income and property of the Company must be applied solely towards the Principal Purpose.
- (b) No portion of the profits, income or property of the Company may be paid or transferred directly or indirectly to Members or Directors by way of dividend.
- (c) Payment may be made in good faith to any Member:
 - (i) in return for any services actually rendered to the Company;
 - (ii) for goods supplied in the ordinary way of business;
 - (iii) by way of interest on money borrowed from any Member at a rate not exceeding the rate fixed by the Board; and
 - (iv) of reasonable rent for premises let by any Member.
- (d) A Director may not be paid directors fees for serving as a director but payments may be made to Directors in the following circumstances:

- (i) for the payment of out-of-pocket expenses incurred in carrying out the duties of a Director where the payments do not exceed an amount previously approved by the Board; or
- (ii) for any service rendered to the Company in a professional or technical capacity where the provision of that service has the prior approval of the Board and the amount payable is approved by a resolution of the Board and is on reasonable commercial terms; or
- (iii) as an employee of the Company where the terms of employment have been approved by a resolution of the Board.

1.7 Liability of Members

The liability of the Members is limited to the Guaranteed Amount.

1.8 Contribution of Members on winding up

Every Member undertakes to contribute to the assets of the Company in the event of the Company being wound up while he or she is a Member, or within one year of ceasing to be a Member such amount as may be required not exceeding the Guaranteed Amount, for:

- (a) the payment of the debts and liabilities of the Company contracted whilst the Member or past Member as the case may be was a Member;
- (b) the costs charges and expenses of winding up; and
- (c) the adjustment of the rights of the contributors or Members amongst themselves.

1.9 Distribution of assets on revocation of endorsement

- (a) Where the endorsement of the Company as a deductible gift recipient is revoked by the Commissioner of Taxation, the following assets remaining after satisfying the Company's liabilities and expenses must be transferred to such other Eligible Entity or Entities in Australia to which income tax deductible gifts may be made:
 - (i) Gifts of money or property for the Principal Purpose;
 - (ii) Deductible Contributions made to an eligible fundraising event for the Principal Purpose; and
 - (iii) Money received by the Company as a consequence of those Gifts or Deductible Contributions.
- (b) The identity of the Eligible Entity or Entities will be decided by the Members by ordinary resolution as near as practicable following receipt of a notice of revocation from the Commissioner of Taxation. If the Members fail to decide, the Eligible Entity or Entities shall be determined by application to the Supreme Court in the State of incorporation.

1.10 **Distribution of assets on winding up**

- (a) Where on the winding up or dissolution of the Company, there is a surplus of assets including assets of the Public Fund after satisfying all the Company's liabilities and expenses, the surplus:
 - (i) must not be paid or distributed to Members; and
 - (ii) must be given or transferred to such other Eligible Entity or Entities in Australia to which income tax deductible gifts may be made which:
 - (A) has a similar purpose to the Principal Purpose; and
 - (B) prohibits the distribution of income, profit or assets to its Members.
- (b) The identity of the Eligible Entity or Entities must be decided by the Members by ordinary resolution on or before the time of such winding up or dissolution. If the Members fail to decide, the institution shall be determined by application to the Supreme Court in the State of incorporation.

2. ASSOCIATE MEMBERSHIP AND MEMBERSHIP

2.1 **Associate Members: Eligibility**

- (a) Associate Members of the Company include:
 - (i) Those body corporates listed in clause 2.1(b); and
 - (ii) any other category of Associate Member as determined by special resolution of the Company at a general meeting.
- (b) The following not-for-profit organisations are deemed to be Associate Members upon establishment of the Company without the need to follow any Associate Membership application process:
 - (i) Live & Learn Environmental Education Society Committee Registration No. 28029, Vanuatu;
 - (ii) Live & Learn Environmental Education Tonga Trust, Registration No. 153, Tonga;
 - (iii) Live & Learn Environmental Education Kiribati, Registration No.23/12, Kiribati;
 - (iv) Live & Learn Environmental Education Inc, Registration No.5-1975, Papua New Guinea;
 - (v) Live & Learn Environmental Education Registered Trustee (incorporated), No. 13 of 1999, Solomon Island;
 - (vi) Live & Learn Environmental Education, Registration No. 542, Fiji;
 - (vii) Live & Learn Environmental Education, Registration No. 882, Cambodia;
 - (viii) Live & Learn for Environmental and Community, Registration No. A-802, Vietnam; and

- (ix) Live & Learn Environmental Education, Maldives.

2.2 Associate Member rights

- (a) An Associate Member must not vote at any meeting of the Company.
- (b) An Associate Member may nominate persons as Members of the Company – such nomination to be notated in the person's application for membership in Appendix 1;
- (c) An Associate Member is not a Member for the purposes of the Act and is not liable for the Guaranteed Amount described at clause 1.8.
- (d) An Associate Member may be admitted to the Company using such process as the Board determines.
- (e) An Associate Member has such rights as determined by resolution at a general meeting.

2.3 Members: Eligibility, application and admission

- (a) Any natural person or organisation committed to the Principal Purpose may apply to become a Member provided:
 - (i) Application for membership is made on the prescribed Application Form in Appendix 1 and the determined fee has been paid;
 - (ii) The person or organisation agrees in writing to provide a guarantee of not less than the Guaranteed Amount to defray such liabilities and expenses of the Company upon its winding up or dissolution;
 - (iii) The Application for Membership has been accepted by the Board and such acceptance may be determined by the Board using any criteria as the Board alone may determine; and
 - (iv) The name of the Member has been entered in the Register of Members.
- (b) The Board may decline any application for membership and is not bound to give reasons why the application was not accepted.
- (c) When an applicant has been accepted for membership the Secretary must send to the applicant written notice of their acceptance.
- (d) The first Member is the subscriber to this Constitution who is not required to apply for membership.
- (e) The minimum number of Members is 1.

2.4 Register of Members

- (a) The Secretary must maintain the Register at the Company's registered office.

- (b) When an applicant has been accepted for membership the Secretary must cause the Member's name to be entered in the Register and must send to the Member written notice of the acceptance.
- (c) The address of a Member in the Register will be the address of the Member for the purpose of service of any notices to Members.
- (d) The rights of any Member are not transferable.

2.5 Cessation of membership

- (a) A Member ceases to be a Member on:
 - (i) resignation;
 - (ii) expulsion or suspension in accord with this Constitution; or
 - (iii) death (if the Member is a natural person).
- (b) A Member whose membership is terminated will be liable for all moneys due by that Member to the Company in addition to any sum not exceeding the Guaranteed Amount for which the Member is liable under clause 2.1 of this Constitution.
- (c) Except as a creditor, a Member whose membership is terminated will not make any claim, monetary or otherwise, on the Company, its funds or property.
- (d) Any person who for any reason ceases to be a Member must not represent themselves in any manner as being a Member.

3. DISCIPLINE OF MEMBERS

3.1 Board may take disciplinary action

- (a) The Board may take disciplinary action against a Member in accordance with clause 3 if it is determined that the Member:
 - (i) has failed to comply with these Rules;
 - (ii) refuses to support the purposes of the Company; or
 - (iii) has engaged in conduct prejudicial to the Company.

3.2 Disciplinary subcommittee

- (a) If the Board is satisfied that there is a reasonable basis for disciplinary action against a Member, the Board must appoint a disciplinary subcommittee to hear the matter and determine what action, if any, to take against the Member.
- (b) The members of the disciplinary subcommittee:
 - (i) may be Directors, Members, or anyone else; but
 - (ii) must not be biased against, or in favour of, the Member concerned.

3.3 **Notice to member**

- (a) Before disciplinary action is taken against a Member, the Secretary must give written notice to the Member:
 - (i) stating that the Company proposes to take disciplinary action
 - (ii) against the Member;
 - (iii) stating the grounds for the proposed disciplinary action;
 - (iv) specifying the date, place and time of the meeting at which the disciplinary subcommittee intends to consider the disciplinary action (the disciplinary meeting);
 - (v) advising the member that he or she may do one or both of the following:
 - (A) attend the disciplinary meeting and address the disciplinary subcommittee at that meeting;
 - (B) give a written statement to the disciplinary subcommittee at any time before the disciplinary meeting; and
 - (C) setting out the Member's appeal rights under clause 3.5.
- (b) The notice must be given no earlier than 28 days, and no later than 14 days, before the disciplinary meeting is held.

3.4 **Decision of subcommittee**

- (a) At the disciplinary meeting, the disciplinary subcommittee must:
 - (i) give the Member an opportunity to be heard; and
 - (ii) consider any written statement submitted by the Member.
- (b) After complying with clause 3.4(a), the disciplinary subcommittee may:
 - (i) take no further action against the member; or
 - (ii) subject to clause 3.4(c):
 - (A) reprimand the Member;
 - (B) suspend the membership rights of the Member for a specified period; or
 - (C) expel the Member from the Company.
- (c) The disciplinary subcommittee may not fine the Member.
- (d) The suspension of membership rights or the expulsion of a Member by the disciplinary subcommittee under this clause takes effect immediately after the vote is passed.

3.5 **Appeal rights**

- (a) A person whose membership rights have been suspended or who has been expelled from the Company under clause 3.4 may give notice to the effect that he or she wishes to appeal against the suspension or expulsion.
- (b) The notice must be in writing and given:
 - (i) to the disciplinary subcommittee immediately after the vote
 - (ii) to suspend or expel the person is taken; or
 - (iii) to the Secretary not later than 48 hours after the vote.
- (c) If a person has given notice under clause 3.5(a), a disciplinary appeal meeting must be convened by the Board as soon as practicable, but in any event not later than 21 days, after the notice is received.
- (d) Notice of the disciplinary appeal meeting must be given to each Member who is entitled to vote as soon as practicable and must:
 - (i) specify the date, time and place of the meeting; and
 - (ii) state:
 - (A) the name of the person against whom the disciplinary action has been taken;
 - (B) the grounds for taking that action; and
 - (C) that at the disciplinary appeal meeting the Members present must vote on whether the decision to suspend or expel the person should be upheld or revoked.

3.6 **Conduct of disciplinary appeal meeting**

- (a) At a disciplinary appeal meeting:
 - (i) no business other than the question of the appeal may be conducted;
 - (ii) the Board must state the grounds for suspending or expelling the Member and the reasons for taking that action; and
 - (iii) the person whose membership has been suspended or who has been expelled must be given an opportunity to be heard.
- (b) After complying with clause 3.6(a), the Members present and entitled to vote at the meeting must vote by secret ballot on the question of whether the decision to suspend or expel the person should be upheld or revoked.
- (c) A Member may not vote by proxy at the meeting.
- (d) The decision is upheld if not less than three quarters of the Members voting at the meeting vote in favour of the decision.

3.7 Expelled Member may reapply for membership

- (a) Any Member expelled from the Company may at any time apply to the Board to be readmitted as a Member.
- (b) A Member who has been expelled from the Company or during their term of suspension as a Member, may not cast a vote at general meetings of the Company and may not serve as a Director.

4. PATRON

- (a) The Company may from time to time at any general meeting appoint a person, not necessarily a member, to be Patron of the Company.
- (b) A Patron must not, as Patron, have any rights or obligations in relation to the Company other than rights to receive notices of, and to attend general meetings of Members
- (c) A Patron ceases office upon resignation or by resolution of members in general meeting.

5. MEETINGS OF MEMBERS

5.1 Annual general meeting

- (a) Subject to the Corporations Act and ACNC Act, a general meeting must be held at least once in every calendar year and within the period of five months after the end of the financial year at such time and place as may be determined by the Directors to be called the “Annual General Meeting”;
- (b) General meetings of the Company other than the Annual General Meeting may be called “special general meetings”.
- (c) The business of the Annual General Meeting may include any of the following, even if not referred to on the notice of meeting:
 - (i) the consideration of the Annual Information Statements, Financial Statements, Directors’ Declaration and Directors’ Report, and Auditor’s Report;
 - (ii) the election of Directors;
 - (iii) the appointment of the auditor; and
 - (iv) the fixing of the auditor’s remuneration.

5.2 Convening general meetings

- (a) A general meeting may only be called:
 - (i) by a Directors’ resolution; or
 - (ii) in accordance with the process specified for a Members’ requisition under the s249D Corporations Act; or
 - (iii) as otherwise provided in the Corporations Act.

- (b) The Directors may change the venue for, postpone or cancel a general meeting, provided that if the general meeting was not called by a Directors' resolution or was called in accordance with a Members' requisition under the Corporations Act, then it may not be postponed or cancelled without the prior written consent of the persons who called or requisitioned the meeting.

5.3 Notice of general meetings

- (a) A notice of meeting of Members must specify:
 - (i) the place, the day and the time of the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
 - (ii) the general nature of the business to be transacted at the meeting; and
 - (iii) such other information as is required by section 249L of the Corporations Act.
- (b) The Company may hold a meeting of its Members at 2 or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.
- (c) Subject to the provisions of the Corporations Act relating to agreements for shorter notice, at least 21 days' notice must be given of a meeting of Members.
- (d) Notice of every meeting of Members must be given in the manner authorised by clause 8.7 to:
 - (i) every Member and to every Director; and
 - (ii) the auditor for the time being of the Company.
- (e) No other person is entitled to receive notices of meetings of Members.

5.4 Chair of general meetings

- (a) The Chair must preside as chair at every General Meeting.
- (b) If there is no Chair or the Chair is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting, the Deputy Chair will chair the meeting.
- (c) If the Deputy Chair is not present or is present but is unwilling to act for all or part of the meeting, the Members present may elect one of their number to chair the meeting (or part of it).

5.5 Quorum for general meetings

- (a) No business may be transacted at any meeting of Members unless a quorum of Members is present at the time when the meeting proceeds to business.

- (b) A quorum of Members for a meeting is:
 - (i) If there is only one Member, that Member; or
 - (ii) a number equal to 33% of all Members.
- (c) For the purpose of determining whether a quorum is present, a person attending as a representative of a Member is deemed to be a Member.

5.6 Adjournment of general meetings

- (a) If a quorum is not present within fifteen minutes from the time appointed for the meeting:
 - (i) where the meeting was convened upon the request of Members - the meeting must be dissolved; or
 - (ii) in any other case:
 - (A) the meeting stands adjourned to such day, and at such time and place, as the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place; and
 - (B) if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting, then the meeting may be dissolved.
- (b) The chair must adjourn a meeting of Members from time to time and from place to place if the Members present with a majority of votes that may be cast at that meeting agree or direct the chair to do so. No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting of Members is adjourned for thirty days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- (d) Except as provided by the preceding paragraph, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

5.7 Voting at general meetings

- (a) Subject to the Corporations Act in relation to special resolutions, question arising at any meeting of Members must be decided by simple majority of votes cast by Members present at the meeting.
- (b) A resolution put to the vote is decided on a show of hands unless a poll is demanded (before a vote is taken or immediately after a declaration of the result of the show of hands) by:
 - (i) The chair of the meeting;
 - (ii) At least 2 Members present; or

- (iii) A Member or Members present representing at least 5% of the Members entitled to vote on the resolution.
- (c) Unless a poll is so demanded, a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (d) The demand for a poll may be withdrawn.
- (e) If a poll is duly demanded, it must be taken in such a manner as the chair directs and unless the meeting is adjourned, the result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.
- (f) A poll demanded on the election of the chair or on a question of adjournment must be taken immediately.
- (g) In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting of Members at which the show of hands takes place or at which the poll is demanded will have a casting vote in addition to any vote the chair may have in the capacity as a Member.
- (h) Subject to any rights or restrictions for the time being attached to any Member:
 - (i) at meetings of Members or classes of Members each Member entitled to vote may vote in person or representative; and
 - (ii) on a show of hands every person present who is a Member or representative of a Member has one vote, and on a poll every person present in person or representative has one vote.
- (i) If the membership is held jointly and more than one such joint Member votes, only the vote of the Member whose name appears first in the Register counts.
- (j) 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 relating to mental health, his or her committee or trustee or such other person as properly has the management of his or her estate may exercise any rights of the Member in relation to a meeting of Members as if the committee, trustee or other person were the Member.
- (k) A Member is not entitled to vote at a meeting of Members unless all sums presently payable by the Member in respect of the Company have been paid.

- (l) An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- (m) Any such objection must be referred to the chair of the meeting of Members, whose decision is final.
- (n) A vote not disallowed pursuant to such an objection is valid for all purposes.

6. DIRECTORS

6.1 Appointment and removal of Directors

- (a) The number of the Directors must be not less than 3.
- (b) The Members may by resolution passed at a general meeting:
 - (i) determine the method for electing a Director;
 - (ii) fix the number of Directors or increase or reduce the number of Directors (but so that the number is not less than 3); and
 - (iii) determine in what rotation a Director is to go out of office.
- (c) Subject to clause 6.1(b)(i), Members may appoint a person to be a Director by resolution passed at a general meeting. The resolution may specify the period during which the Director is to hold office and if it does so specify the Director will cease to hold office at the expiration of that period but will be eligible for reappointment. If the Members' resolution does not specify the term of the Director's appointment, the Director must hold office in accordance with clause 6.4.
- (d) A Director must have suitable qualifications, skills and experience (as determined by the Board) to discharge the function of a Director.
- (e) A Director need not be a Member but is entitled to receive notices of and attend and speak at meetings of Members.
- (f) No person (not being a retiring Director) is eligible for election to the office of Director unless:
 - (i) such person has, at least 28 days before the meeting, left at the registered office of the Company a duly signed notice in writing giving such persons consent to their nomination; and
 - (ii) Notice of every candidate for the position of Director is served by the Board on Members at least 14 days before the meeting at which the election is to take place.

- (g) Subject to the Corporations Act, the Company in general meeting may at any time by ordinary resolution remove any appointed or elected Director before the expiration of that Director's period of office and, if so desired, elect another person in that Director's stead. The person so elected must hold office during such time only as the Director in whose place such person is elected would have held office if such Director had not been removed.

6.2 Vacancies

- (a) In the event of a vacancy in the office of a Director, and the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they must act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or of convening a meeting of Members for that purpose.
- (b) The Directors have power to:
 - (i) appoint a new Director to fill any casual vacancy; and
 - (ii) appoint additional Directors.
- (c) Any Director so appointed may hold office only until the next following Annual General Meeting of the Company and may then be eligible for election but a term filling a casual vacancy or as a co-opted additional Director must not then be taken into account in determining the number of Directors who are to retire by rotation at such meeting.
- (d) In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act, the office of a Director becomes vacant if the Director:
 - (i) becomes of unsound mind;
 - (ii) resigns their office by notice in writing to the Company;
 - (iii) is absent without the consent of Directors from 3 consecutive meetings of the Board;
 - (iv) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his or her interest as required by clause 6.15; or
 - (v) is expelled or suspended as a Member in accordance with clause 2.5.

6.3 Defects in appointment of directors

All acts done by a meeting of the Directors or by any person acting as a Director are valid, despite that it is afterwards discovered that there was a defect in the appointment of a person to be a Director, or to act as a Director, or that person so appointed was disqualified.

6.4 **Rotation of directors**

Subject to clause 6.1(b)(iii), the following provisions apply to all Directors:

- (a) At every Annual General Meeting those Directors who have been in office for 3 years or until the third Annual General Meeting following such Directors' appointment (whichever is the longer) must retire.
- (b) The Directors or Director to retire under clause 6.4(a) must be the Directors or Director longest in office since last being elected but as between Directors who were elected on the same day, the Director or Directors to retire must (in default of agreement between them) be determined by lot.
- (c) The Company at any general meeting at which any Directors retire may fill up the vacated office by electing a like number of persons to be Directors and may fill up any other vacancies.
- (d) If, at any Annual General Meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled up, the retiring Directors, or such of them as have not had their places filled up, may (if willing to act) be re-appointed and continue in office until the third Annual General Meeting following such Directors' re-appointment.
- (e) A Director or Directors reappointed under clause 6.4(d) must not continue in office beyond the third Annual General Meeting following such Directors' re-appointment unless such continuation is approved by a special resolution of members.

6.5 **Powers and duties of directors**

- (a) Subject to the Corporations Act and to any other provision of this Constitution, the business of the Company must be managed by the Directors, who may pay all expenses incurred.
- (b) Without limiting the generality of the preceding paragraph, the Directors may exercise all the powers of the Company to borrow money, to charge any property or business of the Company or give any other security for a debt, liability or obligation of the Company or of any other person.
- (c) Without limiting the generality of powers of the Directors, the Directors may enter the Company into contractual relations with an Affiliate by way of:
 - (i) an "Affiliate Agreement" to set out relationships between the Company and the Affiliate; and
 - (ii) A Contract to deliver specific services between the Company and the Affiliate.

- (d) The Directors may, by power of attorney, appoint any person (either by name or by reference to position or office held) to be the attorney of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
- (e) Any such power of attorney may contain provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in him or her.
- (f) All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, must be signed, drawn, accepted, endorsed, executed, as the case may be in such manner as the Directors determine.

6.6 Power to make by-laws

Subject to the Corporations Act and this Constitution, the Board has power to make by-laws concerning:

- (a) membership application and qualification for membership of the Company;
- (b) delegation of powers to committees under clause 6.12; and
- (c) any other matter which the Board believes suitable for including in such by laws.

6.7 Meetings of directors

The Board may meet together for the dispatch of business and adjourn and otherwise regulate its meetings as it thinks fit.

6.8 Convening meetings of directors

The Board may at any time, and a Secretary must on the requisition of a Director, convene a meeting of the Directors.

6.9 Quorum for directors' meetings

A quorum consists of:

- (a) If the Directors have fixed a number for the quorum greater than 3, that number of Directors present at the meeting; or
- (b) In any other case, 3 Directors present at the meeting.

6.10 **Chair and office bearers**

- (a) At the first Directors' meeting following each Annual General Meeting the Directors must elect one of their number as Chair by a simple majority for an annual term of office.
- (b) A retiring Chair is eligible for re-election to that office.
- (c) Where a meeting of the Directors is held and:
 - (i) a Chair has not been elected as provided by the preceding two paragraphs; or
 - (ii) the person so elected is not present within ten minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting,the Directors present must elect one of their number to chair such meeting or part of it.
- (d) At the first Directors' meeting following each Annual General Meeting the Directors must appoint the Secretary and other Office Bearers other than the Chair, as they see fit.
- (e) The duties of the Office Bearers must be determined by the Board.
- (f) An Office Bearer, including the Chair, may be elected for more than one successive term.

6.11 **Voting at directors' meetings**

- (a) Subject to this Constitution, questions arising at a meeting of Directors shall be decided by a majority of votes of Directors present and voting and any such decision must for all purposes be deemed a decision of the Directors.
- (b) A Director must not appoint a proxy for the purpose of voting at directors' meetings.
- (c) In a case of an equality of votes, the Chair of the meeting must have a casting vote in addition to any vote the Chair may have in the capacity as a Director.

6.12 **Delegation of powers**

- (a) Directors may delegate any of their powers to a committee or committees consisting of such of their number and such other qualified persons as they think fit.
- (b) A committee to which any powers have been so delegated must exercise the powers delegated in accordance with any directions of the Directors and a power so exercised are deemed to have been exercised by the Directors.
- (c) The Members of such a committee may elect 1 of their number as Chair of their meetings.

- (d) Where such a meeting is held and:
 - (i) a Chair has not been elected as provided by the preceding paragraph; or
 - (ii) the person so elected is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting,

Members present may elect one of their number to be Chair of the meeting or part of it.

- (e) Subject to any by-laws, a committee may meet and adjourn as it thinks proper.
- (f) Questions arising at a meeting of a committee must be determined by a majority of votes of committee members present and voting.
- (g) In the case of an equality of votes, the Chair must not have a casting vote in addition to any vote the Chair may have in the capacity as a committee member.

6.13 Electronic meetings of Directors

- (a) A meeting of Directors may be called or held using any technology consented to by all the Directors. Consent of a Director for the purposes of this clause may be standing one. A Director may only withdraw their consent within a reasonable time before the meeting of Directors.
- (b) A minute of the proceedings at a meeting held using technology is sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chair of the meeting.

6.14 Circulating resolutions

- (a) A resolution of Directors is deemed to have been passed at a meeting of the Directors at the time at which a document containing the resolution is last signed by a Director.
- (b) For the purposes of the preceding section, 2 or more separate documents containing statements in identical terms each of which is signed by 1 or more Directors must together be deemed to constitute one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate document.

6.15 Directors' conflicts of interest

- (a) Subject to the Corporations Act, no Director may be disqualified by their office or of the fiduciary relation thereby established, from contracting or entering into any arrangement with the Company, nor may any such contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested be avoided, nor may any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or agreement.
- (b) Every Director must observe the provisions of section 191 of the Corporations Act relating to the disclosure of the interest of Directors which might create duties or interests in conflict with their duties or interests as Directors.
- (c) Subject to the Corporations Act, a Director must not as a Director be present at a meeting of Directors or vote in respect of any contract or arrangement in which such Director is interested in the manner described in the preceding clause being considered at that meeting.
- (d) A Director who is interested in any contract or arrangement may despite such interest attest the affixing of the Seal of the Company to any document evidencing or otherwise connected with such contract or arrangement.

7. LIVE & LEARN INTERNATIONAL-AUSTRALIA PUBLIC FUND

7.1 Company may establish Public Fund

- (a) The Company may establish and maintain an overseas aid fund called the "Live & Learn International-Australia Public Fund" to support the Principal Purpose:
 - (i) to identify and record Gifts and Deductible Contributions;
 - (ii) to identify and record any money received by the Live & Learn International-Australia Public Fund because of those Gifts and Deductible Contributions; and
 - (iii) that does not receive any other money or property.

7.2 The Public Fund Management Committee

- (a) The Live & Learn International-Australia Public Fund must be managed by a management committee appointed by the Company in general meeting.
- (b) To avoid doubt, the Board, or a sub-committee delegated by the Board may be the Live & Learn International-Australia Public Fund Management Committee.
- (c) The Live & Learn International-Australia Public Fund Management Committee must comprise a majority of Responsible Persons.
- (d) Where a sub-committee has been delegated by the Committee to manage the Live & Learn International-Australia Public Fund, that sub-committee must comprise a majority of Responsible Persons.

- (e) The Live & Learn International-Australia Public Fund Management Committee must comprise a majority of Australian citizens who live permanently in Australia.

7.3 Public must be invited

The public must be invited to contribute to the Live & Learn International-Australia Public Fund.

7.4 Rules of Public Fund

- (a) The Live & Learn International-Australia Public Fund Management Committee must ensure that:
 - (i) The Live & Learn International-Australia Public Fund is operated on a not-for-profit basis.

7.5 Application of Public Fund Income and Capital

- (a) The Live & Learn International-Australia Public Fund Management Committee must apply for no other purpose than the Principal Purpose:
 - (i) Gifts and Deductible Contributions made to the Live & Learn International-Australia Public Fund; and
 - (ii) Any money received because of those gifts.
- (b) For the avoidance of doubt no part of the Live & Learn International-Australia Public Fund may be paid or distributed, indirectly or directly, by way of dividend, bonus or other profit distribution, to the Company or its members.

7.6 Receipts

- (a) Receipts for Gifts must be issued in the name of the Live & Learn International-Australia Public Fund, including the following details:
 - (i) The date the donation was received;
 - (ii) The name of the Company and ABN;
 - (iii) Full name of the Live & Learn International-Australia Public Fund;
 - (iv) Name of the donor;
 - (v) An indication that the Live & Learn International-Australia Public Fund is an overseas aid fund under item 9.1.1 of the table in subsection 30-80 (1) ITAA97;
 - (vi) The amount received: and
 - (vii) That the amount is a gift.
- (b) Receipts issued for Deductible Contributions must state:
 - (i) The date the donation was received;
 - (ii) The name of the Company and ABN;
 - (iii) Full name of the Live & Learn International-Australia Public Fund;

- (iv) Name of the donor;
 - (v) An indication that the Live & Learn International-Australia Public Fund is an overseas aid fund under item 9.1.1 of the table in subsection 30-80 (1) ITAA97
 - (vi) the fact that the contribution was made for a right to attend a specified fundraising event or for the purchase of goods or services as a successful bidder at a fundraising auction;
 - (vii) the amount of the contribution (if money); and
 - (viii) the GST inclusive market value of the right or the goods or services received in return for the contribution.
- (c) Proper accounting records and procedures must be kept and used for the Live & Learn International-Australia Public Fund.

7.7 Public Fund Bank Account

The Live & Learn International-Australia Public Fund Management Committee must maintain a separate bank account for the Live & Learn International-Australia Public Fund.

7.8 Winding up

- (a) At the first occurrence of:
- (i) the winding up of the Live & Learn International-Australia Public Fund; or
 - (ii) the Live & Learn International-Australia Public Fund ceasing to be endorsed as a deductible gift recipient under item 9.1.1 of the table in subsection 30-80(1) ITAA97

any surplus Gifts and Deductible Contributions of the Live & Learn International Public Fund must be transferred to an Eligible Entity or Eligible Entities as the Company decides.

- (b) Where gifts to an Eligible Entity are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B of the ITAA 97 are satisfied, a transfer under this section must be made in accordance with those conditions.

8. ADMINISTRATION

8.1 Minutes

- (a) Directors must cause minutes of:
- (i) all proceedings and resolutions of meetings of Members;
 - (ii) all proceedings and resolutions of meetings of the Directors, including meetings of a committee of Directors;
 - (iii) resolutions passed by Members without a meeting;
 - (iv) resolutions passed by Directors without a meeting,
- to be duly entered into the books kept for that purpose in accordance with the Corporations Act.

- (b) A minute recorded and signed in accordance with the Corporations Act is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.
- (c) Books containing the minutes of meetings of Members and resolutions passed by Members without a meeting will be open for inspection by a Member free of charge.

8.2 **Accounts**

- (a) Directors must keep true and complete books of accounts of the transactions of the Company.
- (b) The Financial Year will begin on the first day of July and ends on the thirtieth day of June.
- (c) The accounts must be held at the registered office or any other place as Directors think fit.
- (d) The accounts must always be open to inspection by the Directors.
- (e) Directors must arrange for the financial report, the Directors' report and the Auditors or Reviewers' report (if required by the ACNC Act) to be made out and laid before the Annual General Meeting.
- (f) Directors must arrange for any information statement or financial statement as required by the ACNC Act to be made out.

8.3 **Audit**

- (a) A registered company auditor must be appointed.
- (b) The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the Corporations Act and the ACNC Act.

8.4 **Inspection of records**

- (a) Subject to the Corporations Act, the Directors must determine whether and to what extent, and at what time and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of Members other than Directors.
- (b) A Member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in a meeting of Members.

8.5 **Execution of documents**

- (a) The Company may have a Seal, known as the common seal, on which its name, its Australian Company Number and the words "Common Seal" are engraved.

- (b) If the Company has a seal the Directors must provide for the safe custody of the Seal.
- (c) The Seal must be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to authorise the use of the Seal.
- (d) The Company may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by:
 - (i) two Directors; or
 - (ii) one Director and one Secretary; or
 - (iii) one Director and another person appointed by the Directors for that purpose.

The signature of such persons may be affixed to the document by manual, autographic or mechanical means.

- (e) The Company may execute a document without using a seal if the document is signed by:
 - (i) two Directors; or
 - (ii) one Director and one Secretary; or
 - (iii) one Director and another person appointed by Directors for that purpose.
- (f) A facsimile signature may not be affixed to a document unless the auditors, internal auditors or bankers of the Company have reported to the Board in writing that the document may be sealed in that manner.

8.6 Alteration of constitution

The Company must only alter this Constitution by special resolution passed at a general meeting of Members.

8.7 Notices

- (a) A notice must be given by the Company to any Member either:
 - (i) by serving it on the Member;
 - (ii) by sending it by post to the Member at the member's address, including any email address, as shown in the Register of Members or the address supplied by the Member to the Company for the giving of notices to that Member; or
 - (iii) by sending it by facsimile transmission to a facsimile number supplied by the Member to the Company for the giving of notices to the Member.
 - (iv) by sending it by email to an email address supplied by the Member to the Company for the giving of notices to the Member.

- (b) Where a notice is sent by post, service of the notice is deemed to be effective by properly addressing, prepaying and posting a letter containing the notice, and to have been effected, in the case of a notice to a Member, on the day after the date of its posting and, in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- (c) Where a notice is sent by facsimile, service of the notice is deemed to be effected on receipt by the Company of a transmission report confirming successful transmission.
- (d) Where a notice is sent by email, service of the notice is deemed to be effected 24 hours after the transmission of the email unless the person transmitting the email is notified at any time that the email was undelivered or undeliverable.
- (e) A notice may be given by the Company to joint members by giving notice to the joint member first named in the Register of Members.

8.8 **Officers: indemnities and insurance**

- (a) To the extent permitted by the Corporations Act:
 - (i) the Company indemnifies every person who is or has been an Officer against any liability for costs and expenses incurred by that person in defending any proceedings in which judgement is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any proceedings in which the Court grants relief to the person under the Corporations Act; and
 - (ii) the Company indemnifies every person who is or has been an Officer against any liability incurred by that person, as an Officer to another person, unless the liability arises out of conduct involving a lack of good faith.
- (b) The Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer against a liability:
 - (i) incurred by the person in his or her capacity as an Officer or in the course of acting in connection with the affairs of the Company except where the liability arises out of conduct involving a wilful breach of duty in relation to the Company or wilful breach of a governance standard under the ACNC Act; or
 - (ii) for costs and expenses incurred by that person in defending proceedings, whatever their outcome.

- (c) In the two preceding sections:
 - (i) the term “proceedings” means any proceedings whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in his or her capacity as such an Officer or in the course of acting in connection with the affairs of the Company or otherwise arising out of the Officer’s holding such office (including proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Company).

8.9 **Winding up**

- (a) Subject to clause 1.10, the Company must be dissolved by a special resolution of Members at a meeting of Members.

APPENDIX 1

Application for Membership of
Live & Learn International-Australia Ltd

I, of
(name and occupation) *(address)*

desire to become a Member of Live & Learn International-Australia Ltd (“the company”).

In the event of my admission as a Member, I agree to be bound by the constitution of the company for the time being in force.

Signature of Applicant

Date

I, , a member of the Company or
(name)

Authorised representative of an Associate Member (as the case may be),
nominate the applicant, who is personally known to me, for Membership.

Signature of Proposer

Date

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