

## **Community Company Constitution**

### **Corporations Act 2001**

#### **A Company limited by guarantee and not having a share capital**

### **CONSTITUTION OF ECOVILLAGE COMMUNITY LIMITED**

#### **Version 1 October 2018**

#### **OVERVIEW**

#### **This is the Constitution of ECOVILLAGE COMMUNITY LIMITED**

The Company is a company limited by guarantee. The company is a not for profit company. The liability of its members is limited to the amount they have agreed to pay in the guarantee. The Company must always have at least one member and at least three directors.

The Constitution sets out the basis on which the Company is to be managed. Nothing in the Constitution is intended to derogate from the *Corporations Act*. That Act:

- imposes many obligations on the Company, its Directors and its Officers which are not reproduced in this Constitution; and
- overrules anything in this Constitution to the extent that they are inconsistent.

This Constitution replaces the replaceable rules in the *Corporations Act*. Words used in the Constitution which have a meaning in the *Corporations Act* have the same meaning in this Constitution (unless expressly stated otherwise).

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## 1. NAME OF COMPANY

The name of the Company is Ecovillage Community Limited.

## 2. INTERPRETATION

### (a) In this Constitution:-

- i. **The Act** means the Corporations Act 2001 and any reference to that Act or any Section thereof shall be read as though the word “or any statutory modification thereof or any statutory provision substituted therefore” were added to such reference.
- ii. **Board** means the board of directors of the Company;
- iii. **The Company** means the above named Company;
- iv. **The Ecovillage** means the whole of the development at Currumbin Creek Road, Currumbin Valley and known as “The Ecovillage at Currumbin”
- v. **Local Authority** means the Council of the City of the Gold Coast;
- vi. **Liability** means any expenses, costs, charges or outgoings of the Company which the Company is unable to pay and discharge as and when they fall due;
- vii. **Not for Profit** means THAT at no time shall any surplus or income of the Company be paid to or distributed among its Members, including the Directors and Office Holders of the Company-other than pursuant to Clause 4 (b) hereof.
- viii. **The objective** means the principle objective of the Ecovillage Community Limited is to facilitate the attainment of the Ecovillage community’s sustainable environmental, social and amenity outcomes by actions consistent with the values of the Company.
- ix. **Ordinary Members** are members of the Company who have been granted Ordinary Membership pursuant to Clause 6(e) hereof.
- x. **Property** means any legal or equitable estate or interest (whether present or future, vested or contingent, or tangible or intangible) in real or personal property of any description (including money), and includes things in action.
- xi. **The Seal** means the common seal of the Company if there is one.
- xii. **Secretary** means any person appointed to perform the duties of a secretary of the Company and includes an honorary secretary.
- xiii. **State** means the State of Queensland.
- xiv. **The Values** mean the underlying values that guide actions leading towards the attainment of the main objective.
  - i. These values are:
    - a. Environmental sustainability
    - b. Social sustainability
    - c. Economic sustainabilitywith values being given consideration, without marginalisation of any one value in any decision making processes.
  - ii. The value and principle community objective guided actions may include:
    1. Environmental

- a. Restore, maintain and improve biodiversity through the protection and enhancement of significant pre-existing habitat.
- b. Minimise harmful impacts on air, soil and water, and respect all elements of the natural environment whether living or inanimate.
- c. Minimise energy and resource consumption through:-
  - i. The application of energy efficient design and construction principles; and
  - ii. The reduction of motor vehicle usage; and
  - iii. The reuse and recycling of water, wastes and other materials; and
  - iv. User awareness of consumption.
- d. Minimise impacts on the global environment by optimising local sustainable food and material production.
- e. Foster a deep sense of human connection to, and interdependence with, the natural environment.

## 2. Social

- a. Respect and honour indigenous and non-indigenous cultural, historical and spiritual values.
- b. Enable social equity, diversity and interdependence, honour personal differences and cater for the needs of individuals through different life stages.
- c. Optimise well-being, safety and comfort to provide an enduring and high quality of life;
- d. Foster and promote social cohesion within the Ecovillage community, attachment to place and a sense of belonging.
- e. Utilise aesthetic sensitivity to create a sense of place and beauty.
- f. Promote awareness and understanding of sustainable living.
- g. Facilitate integration of The Ecovillage with the broader community through shared achievement, common objectives and openness.

## 3. Economic

- a. Promote initial and ongoing economic viability.
- b. Minimise operational and maintenance costs.
- c. Minimise obsolescence through design based on life cycle costing.
- d. Provide for change and re-use at minimal cost.
- e. Facilitate economic productivity and contribution to local and global systems and economics.

- xv. **The Vision** means to establish and maintain the reputation of the Ecovillage Community as *a world leading ecologically sustainable and conscious community where people and nature flourish in beauty, harmony and integrity.*

### (b) Interpretation

Unless otherwise required by or repugnant to the context, in these Rules:-

- i. Special Meaning given by Act**  
Words which are given a special meaning by the Act have the same meaning in these Rules.
  - ii. Number**  
Words importing the singular number only include the plural number and vice versa.
  - iii. Gender**  
Words denoting one gender only include the other genders.
  - iv. Persons**  
Words importing persons shall include corporations.
  - v. Other Parts of Speech**  
Where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
  - vi. Other References**  
A reference to:
    - i. Any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replaced legislation;
    - ii. Any other agreement or instrument where amended or replaced means that agreement or instrument as amended or replaced;
    - iii. A clause, schedule, annexure or exhibit is a reference to a clause of, annexure to, schedule to or exhibit to this Constitution;
    - iv. A group of persons includes any one or more of them; and
    - v. Anything or amount is a reference to the whole and to each part of it.
- (c) Headings and Tables of Contents**  
Headings and Table of Contents must be ignored in the interpretation of this Constitution.
- (d) References to and Calculations of Time**
  - i. A reference to:
    - i. A time of day means that time of day in the State of Queensland;
    - ii. A business day means a day during which banks are open for general banking business in Brisbane in the State of Queensland;
    - iii. Where a period of time is calculated and dates from a given day or the day of an act or event, it must be calculated exclusive of that day.
    - iv. Where something is done or received after 5.00pm on any day, it will be deemed to have been done or received on the following day;
    - v. A provision of this Constitution which has the effect of requiring anything to be done on or by a date which is not a Business Day must, unless the context otherwise requires, be interpreted as if it required it to be done on or by the immediately following Business Day.

### **3. OBJECTS AND POWERS**

#### **(a) Objects**

The object for which the Company is established is to:

- i. Facilitate the attainment of the Ecovillage community's sustainable environmental, social and amenity outcomes by actions consistent with the values of the Company as expressed in the Constitution.

#### **(b) In pursuing its objects the Company shall:-**

- i. Give each value consideration, without marginalisation of any one factor in any decision making process; and
- ii. Always have regard to the Vision.

#### **(c) Powers**

Solely for the purpose of carrying out the above objects and not otherwise the Company has power to:

- i. Apply for and obtain any approvals from any Government or other authority, whether state, municipal, local or otherwise as necessary or convenient for the purposes of the Company.
- ii. Enter into any arrangement with any Government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think is desirable to obtain; and to carry out, exercise and comply with any such arrangement, rights, privileges and concessions.
- iii. Enter into any arrangement/contract with other entities that are perceived as consistent with the Company's Objective and Values.
- iv. Appoint, employ, engage, remove or suspend such agents, consultants, manager, clerks, secretaries, employees, servants, workers and other persons as may be necessary or convenient for the purposes of the Company.
- v. Invest and deal with the money of the Company not immediately required in such manner as may be permitted by law for investment of trust funds.
- vi. Make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- vii. Sell, improve, manage, develop, exchange, lease, sub-lease, licence, concession, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company and, as relevant, to determine and receive the consideration payable therefore.
- viii. Take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations, annual subscriptions or otherwise.
- ix. Print, publish and distribute for reward or otherwise any newspapers, newsletters, brochures, information sheets, periodicals, books, leaflets, promotional material and merchandise that the Company may think desirable for the promotion of its objects.
- x. Make donations for patriotic or charitable purposes.

- xi. Accept donations, with the explicit recognition that the Company is not a registered charity and these donations would not be tax- deductible by the gifter.
- xii. Commence and carry on such other business and activities as the Company determines in its absolute discretion including, without limitation:-
  - i. The planting, growing and harvesting of special timber trees, crops, fruits and nuts as may be determined by the Licensee;
  - ii. The acquisition, cultivation, processing and sale of agricultural products including the operation of a wholesale nursery;
  - iii. The operation of equipment, motor vehicle and/or bicycle hire facilities;
  - iv. Operating a convenience shop and providing ancillary services;
  - v. Convening and holding social events;
  - vi. Running and dealing with of livestock (including poultry);
  - vii. All aspects of animal husbandry;
  - viii. Vermiculture;
  - ix. Aquaculture;
  - x. Operating an apiary and collecting and selling honey;
  - xi. Processing and selling food products;
  - xii. Conducting education classes;
  - xiii. Conducting tours of the “Ecovillage” facilities situated within the common property of the Scheme;
  - xiv. Collection, processing, repair and sale of reusable and recycled materials and items;
- xiii. Arrange, co-ordinate and facilitate social events.
- xiv. Act as managers or to employ any contractors, manager, solicitor, accountant, clerks, workmen, employees or servants or any agents to transact all or any business of whatever nature required to be done in accordance with the Objects of the Company including the receipt and payment of moneys and the Company shall decide the remuneration to be allowed and paid and all charges and expenses so incurred.

#### **4. APPLICATION OF INCOME AND PROPERTY**

- (a) The income and property of the Company whensoever derived, shall be applied towards the promotion of the objects of the Company as set forth in this Constitution provided THAT at no time shall any surplus or income of the Company be paid to or distributed among the Ordinary Members, including the Directors -and Office holders-of the Company.
- (b) Nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Company or to any member of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual way of business nor prevent the payment of interest at a rate not exceeding the rate for the time being fixed by this Constitution on money borrowed from any member of the Company or reasonable and proper rent for premises demised or let by any member to the Company.

#### **5. LIABILITY OF MEMBERS**

- (a) The liability of the members is limited.

- (b) Every Ordinary Member of the Company undertakes to contribute to the property of the Company in the event of the same being wound up while he is a member, or within one year after that person ceases to be a member, for payment of the debts and liabilities of the Company (contracted before he ceases to be a member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding ONE DOLLAR (\$1.00).
- (c) True accounts shall be kept of the sums of money received and expended by the Company, and the matter in respect of which such receipt and expenditure takes place and of the property, credits and liabilities of the Company and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being in force, shall be open to the inspection of members. It can be agreed at an AGM that audit need or not need be done on the financial records for each year.

## 6. MEMBERSHIP

- (a) The membership of the Company shall consist of:-
  - i. Such persons as the Board shall admit to membership in accordance with this Constitution.
- (b) There is one class of membership:-  
Ordinary Membership;
- (c) Subject to compliance with Clauses 6(d), 6(e) and 7(a) hereof, any person having attained the age of 18 years and having a desire to further the aims and objects of the Company shall be eligible for membership of the Company.
- (d) **Ordinary Membership** may only be granted by the Board of the Company to any person who makes application to become a member of the Company and who ascribes to further the aims and objects of the Company.
- (e) The application for membership shall be made in writing, signed by the applicant and shall be in such form as the Board from time to time prescribes.
- (f) At the next meeting of the Board after the receipt of any application for membership, such application shall be considered by the Board, who shall thereupon determine upon the admission or rejection of the applicant. Any applicant who is rejected should be given the reason for his/ her rejection.
- (g) When an applicant has been accepted for membership the Secretary shall forthwith send to the applicant written notice of his acceptance and a request for payment of his entrance fee and first annual subscription. Upon payment of the entrance fee and first annual subscription the applicant shall become a member of the Company, provided nevertheless that if such payment be not made within two calendar months after the date of the notice, the Board may in its discretion cancel its acceptance of the applicant for membership of the Company.
- (h) Every person elected to membership shall be required to pay within one month of the date of notice of election the fees and/or subscription specified in the account rendered to them with the notice of election failing which payment the election may be declared null and void.
- (i) The entrance fee and annual subscription and any other annual fees and charges payable by any class of members of the Company shall be such as the Directors shall from time to time



prescribe, provided that until the Directors shall otherwise resolve the entrance fee shall be \$1.00 and the annual subscription shall be \$1.00.

- (j) All annual subscriptions shall become due and payable in advance on the first day of July in every year.

## **7. CESSATION OF MEMBERSHIP**

- (a) If the subscription of a member shall remain unpaid for a period of two calendar months after it becomes due then the member may after notice of the default shall have been sent to that member by the Secretary or Treasurer be debarred by resolution of the Board from all privileges of membership provided that the Board may reinstate the member on payment of all arrears if the Directors think fit to do so.

- (b) A member may at any time by giving notice in writing to the Secretary resign their membership of the Company but shall continue liable for any annual subscription and all arrears due and unpaid at the date of their resignation and for all other moneys due by that member to the Company and in addition for any sum not exceeding ONE DOLLAR (\$1.00) for which the member is liable as a member of the Company under the provisions of this Constitution.

- (c) If any member shall wilfully refuse or neglect to comply with the provisions of this Constitution or shall be guilty of any conduct which in the opinion of the Board is unbecoming of a member or prejudicial to the interest of the Company the Board shall have power by resolution to censure, suspend or expel the member from the Company.

Provided that at least one week before the meeting of the Board at which such a resolution is passed the member shall have had notice of such meeting and of what is alleged against them and of the intended resolution and that the member shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence the member may think fit and provided further that any such member may by notice in writing lodged with the Secretary at least twenty-four hours before the time for holding the meeting at which the resolution is to be considered by the Board, elect to have the question dealt with by the Company in general meeting and in that event an extraordinary general meeting of the Company shall be called for the purpose and if at the meeting such a resolution be passed by a majority of two-thirds of those present and voting (such vote to be taken by ballot) the member concerned shall be censured, suspended or expelled as resolved.

## **8. GENERAL MEETINGS**

- (a) An annual general meeting of the Company shall be held in accordance with the provisions of the Act. All general meetings, other than the Annual General Meetings, shall be called general meetings.

- (b) Any two (2) members of the Board may whenever they think fit convene a general meeting, and general meetings shall be convened on such requisition or in default may be convened by such requisitions as provided by the Act.

- (c) Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, twenty-one (21) days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, and exclusive of the day for which the notice is

given) specifying the place, the day and the hour of meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Company.

- (d) For the purpose of the foregoing provision all business shall be special that is transacted at a general meeting and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets, and the report of the Board and Auditors, the election of officers and other members of the Board in the place of those retiring, and the appointment of the Auditors, if necessary.

## **9. PROCEEDING AT GENERAL MEETING**

- (a) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. A quorum shall be:-

- i. Where the Company has only one member, that member being present; or
- ii. Where the Company has more than one member, two members represented by at least one (1) Ordinary Member present in person and two (2) Directors.

- (b) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

- (c) The Chairperson shall preside as Chairperson at every general meeting of the Company, or if there is no Chairperson, or if the Chairperson is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Secretary shall be the Chairperson, or if the Secretary is not present or is unwilling to act then the members present shall elect one of their number to be Chairperson of the meeting.

- (d) The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjournment meeting.

### **(e) Passing of Resolutions of the Company**

Notwithstanding anything to the contrary herein contained, a resolution put to the vote of the members of the Company should in the first instance be decided by Consensus. If the resolution cannot be decided by Consensus then the following provisions, as relevant, shall govern the passing of the resolution by the Company.

- (f) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:-

- i. At least five members entitled to vote on the resolution;
- ii. Members with at least 5% of the votes that may be cast on the resolution on a poll;  
or
- iii. The Chairperson.

And unless a poll is so demanded a declaration by the Chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

- (g) If a poll is duly demanded it shall be taken in such a manner and either at once or after an interval of adjournment or otherwise as the Chairperson directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a Chairperson or on a question of adjournment shall be taken forthwith.
- (h) In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- (i) A member of a Company who is entitled to attend and cast a vote at a meeting of the Company's members may appoint a person as the member's proxy to attend and vote for the member at the meeting. The appointment may specify the proportion or number of votes that the proxy may exercise.
- (j) Each member may appoint a proxy.
- (k) A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by that member's Directors or by their trustee or by such other person as properly has the management of that member's estate, and any such Directors, trustee or other person may vote by proxy or attorney.
- (l) No member shall be entitled to vote at any general meeting if their annual subscription shall be more than one month in arrears at the date of the meeting.
- (m) The instrument appointing a proxy shall be in writing under the hand of the appointer or of their attorney duly authorised in writing or, if the appointer is a corporation, under the hand of an officer or attorney duly authorised. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A member shall be entitled to instruct their proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as they think fit.
- (n) The instrument appointing a proxy may be in the following form or in a common or usual form.

I, \_\_\_\_\_, being a member of \_\_\_\_\_, hereby appoint \_\_\_\_\_ of \_\_\_\_\_ or failing \_\_\_\_\_ of \_\_\_\_\_ as my proxy to vote for me on my behalf at the (annual or ordinary, as the case may be) general meeting of the Company, to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and at any adjournment thereof. My proxy is hereby authorised to vote \*in favour of / against the following resolutions.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

(Note: In the event of the member desiring to vote for or against any resolution, he or she shall instruct the proxy accordingly. Unless otherwise instructed, the proxy may vote as he or she thinks fit. \*Strike out whichever is not desired.)

- (o) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within the State as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
- (p) A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument of the authority under which the instrument was executed, if no intimation in writing of such death, unsoundness of mind or revocation as aforesaid has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

## 10. THE DIRECTORS

- (a) No person shall be eligible to be a Director of the Company who is not an Ordinary Member of the Company.
- (b) Consistent with the ACT, at least two of the Directors must reside in Australia.
- (c) The Company may appoint a person as a Director by resolution passed in General Meeting.
- (d) Appointment by Directors
  - i. The Directors of the Company may appoint a person as a Director. A person can be appointed as a Director in order to make up a quorum for a directors' meeting even if the total number of Directors of the Company is not enough to make up that quorum.
  - ii. If the appointment is not confirmed, by resolution within 2 months after the appointment is made, the person ceases to be a director of the company at the end of those 2 months.

## 11. THE BOARD OF DIRECTORS (INCLUDING OFFICE BEARERS)

- (a) The business and affairs of the Company shall be managed by the Board of Directors.
- (b) The office-bearers of the Company shall consist of a Chairperson, a Secretary and a Treasurer.
- (c) The Board of Directors shall consist of the office-bearers and up to four (4) other members of the Company all of whom shall be elected as herein provided.
- (d) At the annual general meeting of the Company in each year, the office-bearers and up to four (4) other members of the Board shall be elected from among the members and such office-bearers and other members of the Board of Directors shall hold office until the next annual general meeting when they shall retire but they shall be eligible for re-election.
- (e) The Company may from time to time by ordinary resolution passed at a general meeting increase or reduce the number of office-bearers or other members of the Directors.
- (f) The election of office-bearers and other members of the Board of Directors shall take place in the following manner:

- i. Any two members of the Company shall be at liberty to nominate a member to be a director to serve as an office-bearer or other member of the Directors.
  - ii. The nomination, which shall be in writing and signed by the proposer and seconder, and by the candidate attesting to the candidate's willingness to serve as a director and that s(he) is aware of the statutory duties, and eligibility criteria of Directors as listed in the ACT and in the Company constitution. The eligibility criteria include being a member of the Company, and consistent with the Act, a person who is disqualified from managing corporations under Part 2D.6 of the ACT may only be appointed as director of a company if the appointment is made with permission granted by ASIC under section 206F or leave granted by the Court under section 206G.
  - iii. The nomination shall be lodged with the Secretary at least fourteen (14) days before the annual general meeting at which the election is to take place.
  - iv. A list of the candidates' names in alphabetical order, with the proposers' and seconders' names shall be posted in a conspicuous place at the registered address of the Company (The Ecovillage Community Company, Box 3, 639 Currumbin Creek Road, Currumbin Valley) for at least seven (7) days immediately preceding the annual general meeting.
  - v. Balloting lists shall be prepared (if necessary) containing the names of the candidates only in alphabetical order, and each member present at the annual general meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.
  - vi. In case there shall not be sufficient number of candidates nominated the Directors may fill up the remaining vacancy or vacancies.
- (g) Appointment by Directors
- i. The Directors shall have power at any time, and from time to time, to appoint any member of the Directors, either to fill a casual vacancy or as an addition to the existing office-bearers or other members of the Directors but so that the total number of office-bearers or other members of the Directors shall not at any time exceed the number fixed in accordance with this Constitution. Any office-bearer or other member of the Directors so appointed shall hold office only until the next following annual general meeting.
  - ii. The Directors of the Company may appoint a person as a Temporary Director. A person can be appointed as a Temporary Director in order to make up a quorum for a directors' meeting even if the total number of Directors of the Company is not enough to make up that quorum.
  - iii. If the appointment is not confirmed, by resolution within 2 months after the appointment is made, the person ceases to be a director of the company at the end of those 2 months.
- (h) Removal of Directors
- i. The Company may by ordinary resolution of which special notice has been given remove any office-bearers or other member of the Directors before the expiration of their period of office, and may by an ordinary resolution appoint another person in their stead, the person so appointed shall hold office only until the next following annual general meeting.

- ii. The office of the member of the Directors shall become vacant if the member:-
- iii. Becomes bankrupt or makes any arrangement or composition with its creditors generally;
- iv. Becomes prohibited from being a director of a Company by reason of any order made under the Act;
- v. Ceases to be a member of the Directors pursuant to Chapter 2D, Part 2D.6 of the Act;
- vi. Ceases to be an Ordinary Member of the Company;
- vii. Becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- viii. Resigns their office by notice in writing to the Company;
- ix. For more than six months is absent without permission of the Directors from meetings of the Directors held during that period;
- x. Holds any office of profit under the Company;
- xi. Ceases to be a member of the Company; or
- xii. Fails to disclose directly or indirectly any conflict of interest in any contract or proposed contract with the Company. Provided always that nothing in this paragraph shall affect the foregoing provisions of the Constitution.

## 12. POWERS AND DUTIES OF THE BOARD

- (a) All decisions by the Board of Directors are to be guided by the statements in its Constitution of Object, Values and Vision.
- (b) The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting the registering of the Company and may exercise all such powers of the Company as are not, by the Act or by this Constitution, required to be exercised by the Company in general meeting, subject, nevertheless, to this Constitution, to the provisions of the Act, as may be prescribed by the Company in general meeting; provided that any rule, regulation or by-law of the Company made by the Directors may be disallowed by the Company in general meeting and provided further that no resolution of or regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that resolution or regulation had not been passed or made.
- (c) The Directors may exercise all the powers of the Company to borrow money.
- (d) For the purposes of this Constitution the rate of interest payable in respect to money lent by members to the Company shall not exceed the lowest rate paid for the time being by banks in the State in respect of term deposits.
- (e) All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two members of the Directors or in such other manner as the Directors from time to time determines.
- (f) The Directors shall cause minutes to be made:
  - i. Of all appointments of officers and servants;
  - ii. Of all names of members of the Directors present at all meetings of the Company and of the Directors; and
  - iii. Of all proceedings at all meetings of the Company and the Directors.

Such minutes shall be signed by the Chairperson of the meeting at which the proceedings were held or by the Chairperson of the next succeeding meeting.

- (g) The Directors may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A member of the Directors may at any time and the Secretary shall on the requisition of a member of the Directors summon a meeting of the Directors.
- (h) Subject to this Constitution questions arising at any meeting of the Directors shall be decided by a majority of votes and a determination by majority of the members of the Directors shall for all purposes be deemed a determination of the Directors. In case of an equality of votes the Chairperson of the meeting shall have a second or casting vote.
- (i) The quorum necessary for the transaction of business of the Directors shall be a majority of the total Directors as provided in this Constitution or such greater number as may be fixed by the Directors.
- (j) The continuing members of the Directors may act notwithstanding any vacancy in the Directors, but if and so long as their number is reduced below the number fixed by or pursuant to this Constitution as the necessary quorum of the Directors, the continuing member or members may act for the purpose of increasing the number of members of the Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
- (k) The Chairperson shall preside as Chairperson at every meeting of the Directors, or if there is no Chairperson, or if at any meeting the Chairperson is not present within ten minutes after the time appointed for holding the meeting, the Secretary shall be Chairperson or if the Secretary is not present at the meeting then the members may choose one of their number to be Chairperson of the meeting.
- (l) The Board may appoint one or more advisory boards consisting of such member or members of the Directors as the Directors thinks fit. Such advisory boards shall act in an advisory capacity only. They shall conform to any regulations that may be imposed by the Directors and subject thereto shall have power to co-opt any member or members of the Company and all members of such advisory boards shall have one vote.
- (m) All acts done by any meeting of the Directors or by any person acting as a member of the Directors shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Directors or person acting as aforesaid, or that the members of the Directors or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Directors.
- (n) A resolution in writing signed by all members of the Board of Directors in Australia for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Directors.

### 13. SECRETARY

- (a) The Secretary shall in accordance with the Act be appointed by the Directors for such term, upon such conditions as it thinks fit, and any secretary so appointed may be removed by it.
- (b) Nothing herein shall prevent the Directors from appointing a member of the Company as Honorary Secretary and member so appointed shall forthwith become an office-bearer of

the Company and, if not already a member of the Directors, ex officio a member of the Directors and he shall be subject to the provisions of this Constitution.

#### **14. SIGNING ON BEHALF OF THE COMPANY**

- (a) The Company may execute a document without using a common seal if the document is signed by:
- i. Two (2) directors of the Company; or
  - ii. A director and a Company secretary of the Company; or
  - iii. If the Company has a sole director who is also the sole Company secretary – that director.
- (b) The Company may use a common seal. If the seal is fixed to a document the seal is to be witnessed by:-
- i. Two (2) directors of the Company; or
  - ii. A director and a Company secretary of the Company; or
  - iii. If the Company has a sole director who is also the sole Company secretary – that director.

#### **15. ACCOUNTS**

- (a) The Directors shall cause proper accounting and other records to be kept and shall distribute copies of every profit and loss account and balance-sheet (including every document required by law to be attached thereto) accompanied by a copy of the Auditors report thereon as required by the Act provided, however, that the Directors shall cause to be made out and laid before each annual general meeting a balance-sheet and profit and loss account made up to a date not more than five months before the date of the meeting.
- (b) The Directors shall from time to time determine in accordance with this Constitution at what times and places and under what conditions or regulations the accounting and other records of the Company shall be open to the inspection of members.

#### **16. AUDIT**

- (a) The members may elect to not have the Financial Accounts/statements audited if they consider it warranted.

#### **17. NOTICE**

- (a) Any notice required by law or by or under this Constitution to be given to any member shall be given by sending it by post to that member at their registered address, or (if the member has no registered address within the State) to the address, if any, within the State supplied by that member to the Company for the giving of notices to him, unless the member has authorised in writing, that such notifications be delivered electronically. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting 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.
- (b) Notice of every general meeting shall be given in any manner hereinbefore authorised to:-



- i. Every member except those members who (having no registered address within the State) have not supplied to the Company an address within the State for the giving of notices to them; and
  - ii. The auditor or auditors for the time being of the Company.
- (c) No other person shall be entitled to receive notices of general meetings.

**18. WINDING UP**

- (a) If upon the winding-up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, in no case shall any such surplus property be paid to or distributed among the Ordinary Members (including Directors and Officers) of the Company.

**19. INDEMNITY**

- (a) Consistent with the ACT, every member of the Directors, auditor, secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability arising out of the execution of the duties of their office which is incurred by them in defending the proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence default breach of duty or breach of trust.

We agree to the terms of this Constitution

Name of Signatories

Signature of Signatories

\_\_\_\_\_ (Director)

\_\_\_\_\_

\_\_\_\_\_ (Director)

\_\_\_\_\_

\_\_\_\_\_ (Director)

\_\_\_\_\_

\_\_\_\_\_ (Director)

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\_\_\_\_\_ (Director)

\_\_\_\_\_

\_\_\_\_\_ (Director)

\_\_\_\_\_

\_\_\_\_\_ (Director)

\_\_\_\_\_

Dated this                      day of                      in the year of 20