

Constitution

Churches of Christ Community Care

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1. PRELIMINARY

1.1 Exclusion of replaceable rules

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

1.2 Definitions

In this Constitution:

“**ACNC**” means the Australian Charities and Not-for-profits Commission.

“**ACNC Legislation**” means the *Australian Charities and Not-for-Profits Commission Act 2012* and the *Australian Charities and Not-for-Profits Commission (Consequential and Transitional) Act 2012*.

“**Act**” means the *Corporations Act 2001* or any statutory modification or re-enactment thereof for the time being in force.

“**Affiliate**” has the same meaning given to that term in the constitution of CCVT.

“**Audit**” includes a review for the purposes of the ACNC Legislation.

“**Auditor**” includes a reviewer for the purposes of the ACNC Legislation.

“**Board**” means the board of Directors for the time being of the Company.

“**CCVT**” means Churches of Christ in Victoria and Tasmania Inc.

“**CCVT Entity**” has the same meaning given to that term in the constitution of CCVT.

“**Company**” means Churches of Christ Community Care.

“**Directors**” means the directors for the time being of the Company and “**Director**” has a corresponding meaning.

“**Chair**” means the chair determined under clause 3.7.

“**Guaranteed Amount**” means the amount set out in clause 1.5(a).

“**Holding Company**” means a body corporate of which the Company is a subsidiary.

“**Member**” means a natural person or body corporate whose name is entered in the Register as a member of the Company in accordance with clause 2.2 and “**Membership**” has the corresponding meaning.

“**Principal Purpose**” means the purpose set out in clause 1.4.

“**Register**” means the register of Members of the Company under the Act.

“**Seal**” means the common seal of the Company (if any).

“**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.

“Special resolution” has the meaning given to that term in the Act, notwithstanding the commencement of the ACNC Legislation.

1.3 Interpretation

In this Constitution:

- (a) Except where a contrary intention appears in this Constitution, if an expression in the Constitution has a meaning in the Act, the meaning from the Act shall apply to the expression.
- (b) Words importing any one gender shall 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.
- (c) Unless expressly provided otherwise, reference to any legislation or to any provision in any legislation includes any modification or re-enactment of it, and legislative provision substituted for it, and all regulations and statutory instruments passed under it.

1.4 Principal purpose and powers

The Principal Purpose for which the Company is established is to:

- (a) Establish and manage caring and benevolent programs that directly serve the community in accordance with the spirit and teaching of Jesus Christ including:
 - (i) Provision of appropriate help to needy persons and families;
 - (ii) Assistance, guidance and a referral service to persons with personal and/or family problems;
 - (iii) Setting up and supporting welfare and social justice programs
 - (iv) Provision of chaplaincy services and pastoral care services to general and mental hospitals and institutions; to prisons and welfare institutions; to industry and to migrants.
- (b) Affiliate and collaborate with organisations related to the foregoing responsibilities or activities as appropriate, and as agreed by the Board.
- (c) Consult with and support churches affiliated with CCVT in matters related to the purposes stated in clause 1.3(a).

To achieve these purposes, the Company is committed to:

- (a) Establishing and managing projects and programs that fulfil the Principal Purposes of the Company;
- (b) Ensuring that any tax deductible gifts or donations for projects and programs that fulfil this purpose will be used strictly within the terms of taxation law;

- (c) Providing leadership to affiliated churches in the initiation of benevolent programs, particularly in areas where “community hotspots” are prevalent;
- (d) Engaging in open dialogue and consultation with affiliated churches, especially those leaders involved in community based mission programs;
- (e) Consulting with other CCVT Entities and Affiliates;
- (f) Providing service, training and support for individual church programs including local CareWorks projects;
- (g) Encouraging collaboration and dialogue between affiliated churches and with other care providers on community benevolence issues and programs;
- (h) Providing or facilitating research and education around an appropriate biblical theology of community mission, welfare and action; and
- (i) Providing or facilitating advocacy on social justice issues as an integral part of Christian mission.

Solely for the purpose of furthering the Principal Purpose, the Company:

- (a) may do all things incidental or conducive to furthering the Principal Purpose; and
- (b) has the capacity and powers of a company under the Act subject to the provisions of this Constitution.

1.5 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, except as provided in this clause 1.5 and clause 1.8.
- (c) This clause does not prohibit indemnification of, or payment of premiums on contracts of insurance for, any Director to the extent permitted by law and this constitution.
- (d) Despite clause 1.5(b), payment may be made in good faith to any Member of the Company:
 - (i) in return for any services actually rendered to the Company;
 - (ii) for goods supplied in the ordinary and usual way of business;
 - (iii) by way of interest on money borrowed from any Member of the Company at a rate not exceeding the rate for the time being fixed by the Board;
 - (iv) of reasonable and proper rent for premises demised or let by any Member of the Company; and

- (v) as a means of carrying out the Company's Principal Purpose.

1.6 Liability of members

The liability of the Members is limited to the Guaranteed Amount, being ten dollars (\$10).

1.7 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.

1.8 Distribution of assets on revocation of endorsement or winding up

- (a) If the Company is a Deductible Gift Recipient and is wound up, or in the event that the Company is endorsed as a Deductible Gift Recipient and the endorsement is revoked by the Commissioner of Taxation, subject to clause 5.11, the following assets remaining after satisfying the Company's liabilities and expenses must be transferred to one or more funds, authorities or institutions that is charitable at law and to which income tax deductible gifts may be made:
 - (i) gifts of money or property for the Principal Purpose received during any time that the Company is endorsed as a Deductible Gift Recipient;
 - (ii) contributions described in item 7 or 8 of the table in section 30-15 of the ITAA 97 in relation to a fund-raising event (as defined by section 995-1 of the ITAA 97) held for that purpose during any time that the Company is endorsed as a Deductible Gift Recipient; and
 - (iii) money received by the Company because of such gifts or contributions during any time that the Company is endorsed as a Deductible Gift Recipient.
- (b) Upon the winding up of the Company, any assets remaining after complying with clause 1.8(a):
 - (i) must not be paid or distributed to a Member or Former member unless that Member or former Member is a charity described in clause 1.8(b)(ii); and
 - (ii) will be given or transferred to such other fund, authority, institution or company which:

- (A) has charitable purposes similar to, or inclusive of, those of the Company as described in this Constitution; and
 - (B) prohibits the distribution of income, profit or assets to its Members in their capacity as Members to at least the same extent as the Company.
- (c) The identity of the fund authority institution or company will 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 fund, authority, institution or company shall be determined by application to the Supreme Court in the State of incorporation.

2. MEMBERSHIP

2.1 Eligibility, application and admission

- (a) Any natural person or corporation (incorporated or otherwise) committed to the Principal Purpose of the Company may be a Member provided:
 - (i) application for Membership is made on the prescribed Application Form and the Membership fee (if any) has been paid;
 - (ii) the applicant 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 applicant 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) As at the date of adoption of this constitution, the sole member of the Company is CCVT, and the membership of all other persons who had been members prior to the adoption of this constitution ceases.
- (d) The minimum number of Members is one.

2.2 Register of members

- (a) The Secretary will maintain a Register of Members at the Company's registered office.
- (b) When an applicant has been accepted for Membership the Secretary will cause the Member's name to be entered in the Register of Members and will send to the Member written notice of the acceptance.
- (c) The address of a Member in that Register will be the address of the Member for the purpose of service of any notices to Members.

- (d) The rights of any Member will not be transferable.

2.3 Discipline of members

- (a) The Board may by resolution expel a Member from the Company if, in their absolute discretion, they decide it is not in the interests of the Company for the person to remain a Member.
- (b) If the Board intends to consider a resolution under clause 2.3(a), at least one week before the meeting at which the resolution is to be considered, they must give the Member written notice:
 - (i) stating the date, place and time of the meeting;
 - (ii) setting out the intended resolution and the grounds on which it is based; and
 - (iii) informing the Member that he or she may attend the meeting and may give an oral or written explanation or submission before the resolution is put to the vote.
- (c) Any Member excluded from the Company may at any time apply to the Board to be readmitted as a Member.
- (d) No person may be a Director following expulsion or during suspension as a Member unless such a person is subsequently readmitted as a Member.

2.4 Cessation of membership

- (a) A person ceases to be a Member on:
 - (i) resignation or expulsion; or
 - (ii) in the case of a natural person:
 - (A) death;
 - (B) becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally;
 - (C) the termination of the person's Membership by the Board or by the Company in general meeting in accordance with this Constitution; or
 - (D) the Directors deeming, in their sole discretion, the Member to be an untraceable member because the person has not responded to correspondence sent to the contact details entered in the Members Register for that Member; or
 - (iii) in the case of a body corporate:
 - (A) being dissolved or otherwise ceasing to exist;

- (B) having a liquidator or provisional liquidator appointed to it;
 - (C) being insolvent; or
 - (D) the Directors deeming, in their sole discretion, the Member to be an untraceable member because the Member has not responded to correspondence sent to the contact details entered in the Members Register for that Member.
- (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 this Constitution.
 - (c) A Member whose Membership is terminated will not make any claim, monetary or otherwise, on the Company, its funds or property except as a creditor thereof.
 - (d) Any person or corporation who for any reason ceases to be a Member shall no longer represent themselves in any manner as being a Member.

3. DIRECTORS

3.1 Appointment and removal of directors

Except as otherwise determined by the board of CCVT, the Directors of the Company shall be the Directors of CCVT.

3.2 Defects in appointment of directors

All acts done by any meeting of the Board or of a committee of the Board or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director or a member of the committee, or to act as a Director, or that person so appointed was disqualified, as valid as if the person had been duly appointed and was qualified to be a Director or to be a member of the committee.

3.3 Powers and duties of directors

- (a) Subject to the Act and to any other provision of this Constitution, the business of the Company shall 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) Directors must comply with any duties imposed on them by law, which may include directors' duties under the ACNC Legislation.
- (d)
 - (i) The Directors may, by power of attorney, appoint any person or persons (either by name or by reference to position or office held) to

be the attorney or attorneys 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.

- (ii) Any such power of attorney may contain such 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.
- (e) All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed, executed, as the case may be in such manner as the Directors determine.

3.4 Meetings of directors

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

3.5 Convening meetings of directors

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

3.6 Quorum for directors' meetings

At a meeting of the Directors, the number of Directors whose presence is necessary to constitute a quorum is such number as is the nearest whole number above one half of the total number of directors, provided that each such Director is entitled under the law to vote on a motion that may be moved at that meeting.

3.7 Chair and office bearers

- (a) From time to time as required, the Board by simple majority (if applicable) shall appoint the Chair from among the Board and determine the period for which such Chair is to hold office.
- (b) Where a meeting of the Board is held and the Chair 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, the Directors present shall elect one of their number to be chair of such meeting or part of it.
- (c) Office Bearers of the Company other than the Chair may be elected by the Board from among the Board by a simple majority for an annual term of office.
- (d) The description, number and duties of the Office Bearers shall be determined by the Board from time to time.
- (e) An Office Bearer, including the Chair, may be elected for more than one successive term.

- (f) The Board may, upon resolution passed by not less than two-thirds of the members of the Board present, remove or suspend the person holding any of the above offices provided that not less than 21 days' notice in writing of an intention to move for such removal or suspension is given to the Secretary by the persons intending to move and second that motion.

3.8 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 shall for all purposes be deemed a decision of the Directors.
- (b) In a case of an equality of votes, the vote shall be lost.

3.9 Delegation of powers

- (a) The Directors may delegate any of their powers to a committee or committees consisting of such of their number as they think fit.
- (b) A committee may be comprised of both Directors and non-Directors.
- (c) A committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of the Directors and a power so exercised shall be deemed to have been exercised by the Directors.
- (d) The members of such a committee may elect one of their number as chair of their meetings.
- (e) 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,

the members present shall elect one of their number to chair the meeting or part of it.

- (f) A committee may meet and adjourn as it thinks proper.
- (g) Questions arising at a meeting of a committee shall be determined by a majority of votes of the members present and voting.
- (h) In the case of an equality of votes, the vote shall be lost.

3.10 Holding meeting using technology

- (a) The Directors may hold a meeting of Directors at two or more venues using any technology that gives the Directors as a whole a reasonable opportunity to participate, including to hear and be heard.

- (b) A Director using this technology is taken to be present in person at the meeting.

3.11 Circulating resolutions

- (a) The Directors of the Company may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is passed when the last Director signs.
- (d) For the purposes of this clause, a document or documents may be transmitted by email, facsimile or other electronic means of transmission.

3.12 Directors' conflicts of interest

- (a) A Director may:
 - (i) hold any office or place of profit in the Company, except that of auditor, unless being or becoming a Director would breach any law by reason of holding that office;
 - (ii) hold any office or place of profit in any other company, body corporate, trust or entity promoted by the Company or in which it has an interest of any kind;
 - (iii) enter into a contract or arrangement with the Company;
 - (iv) participate in any association, institution, fund, trust or scheme for past or present employees or Directors of the Company or persons dependent on or connected with them;
 - (v) act in a professional capacity (or be a member of a firm which acts in a professional capacity) for the Company, except as auditor;
 - (vi) sign or participate in the execution of a document by or on behalf of the Company; and
 - (vii) do any of the above despite the fiduciary relationship of the Director's office:
 - (A) without any liability to account to the Company for any direct or indirect benefit accruing to the Director; and
 - (B) without affecting the validity of any contract or arrangement.
- (b) Subclause 3.12(a) is subject to the provisions of the Act and ACNC Legislation regarding disclosure of and voting on matters involving material personal interests.

3.13 Wholly-owned subsidiaries

If the Company is a wholly-owned subsidiary, the Directors are expressly authorised to act in the best interests of the Holding Company and in doing so are deemed to be acting in good faith and in the best interests of the Company provided that:

- (a) the Company is not insolvent at the time the Directors so act; and
- (b) the Company does not become insolvent because of the Directors' act; and
- (c) the Holding Company is established for purposes which are similar to or inclusive of the Principal Purpose.

4. ADMINISTRATION

4.1 Minutes

The Directors will cause minutes of:

- (a) all proceedings and resolutions of meetings of Members;
- (b) all proceedings and resolutions of meetings of the Directors, including meetings of a committee of Directors;
- (c) resolutions passed by Members without a meeting; and
- (d) resolutions passed by Directors without a meeting,

to be duly entered into the books kept for that purpose in accordance with the Act.

4.2 Members' access to minutes

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

4.3 Accounts

- (a) The Directors will cause to be kept proper books of accounts in which will be kept true and complete accounts of the affairs and transactions of the Company. Proper books will not be deemed to be kept unless the books give a true and fair view of the state of the Company's affairs and explain its transactions.
- (b) The Financial Year will begin on the first day of July and end on the thirtieth day of June.
- (c) The accounts will be held at the registered office or any other place as the Directors think fit.

- (d) The accounts will always be open to inspection by the Directors.
- (e) The Directors will arrange for the financial report, the Directors' report and the Auditors' report to be made out and laid before the Annual General Meeting, if required by the Act and ACNC Legislation.

4.4 Audit

If required by law (whether the Act or the ACNC Legislation or otherwise), the Company must be audited and appoint and remunerate an Auditor for that purpose.

4.5 Inspection of records

- (a) Subject to the Act and the ACNC Legislation, the Directors shall 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 any Members other than CCVT.
- (b) A Member other than CCVT does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors.

4.6 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 shall provide for the safe custody of the Seal.
- (c) The Seal shall 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 the 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.

4.7 By laws and regulations

The Board may from time to time make, amend or rescind By-Laws and Regulations not inconsistent with this Constitution regulating and prescribing matters which are necessary or convenient to be regulated or prescribed for carrying-out or giving effect to this Constitution.

4.8 Alteration of constitution

The Company may only alter this Constitution by special resolution in accordance with the Act.

4.9 Notices

- (a) A notice may be given by the Company to any Member by:
 - (i) serving it on him or her personally;
 - (ii) sending it by post to him or her at his or her address, including any email address, as shown in the Register of Members or the address supplied by him or her to the Company for the giving of notices to him or her; or
 - (iii) sending it by facsimile transmission to a facsimile number 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 shall be 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 shall be 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 shall be 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.

4.10 Officers: indemnities and insurance

- (a) To the extent permitted by the Act:
 - (i) the Company indemnifies every person who is or has been an Officer of the Company or of a related body corporate of the Company

- against any liability for costs and expenses incurred by that person as an Officer; and
- (ii) the Company indemnifies every person who is or has been an Officer of the Company or of a related body corporate of the Company against any liability incurred by that person, as an Officer of the Company or of a related body corporate of the Company, to another person (other than the Company or a related body corporate of the Company) 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 of the Company or of a related body corporate of the Company against a liability:
- (i) incurred by the person in his or her capacity as an Officer of the Company or a related body corporate of the Company or in the course of acting in connection with the affairs of the Company or a related body corporate of the Company or otherwise arising out of the Officer's holding such office provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a related body corporate of the Company or a contravention of sections 182 and 183 of the Act; or
 - (ii) for costs and expenses incurred by that person in defending proceedings, whatever their outcome.
- (c) In the two preceding clauses:
- (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 a related body corporate 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 or a related body corporate of the Company);
 - (ii) the term "**Officer**" has the meaning given to that term in section 9 of the Act;
 - (iii) if the Company is registered with the ACNC and sections 182 and 183 of the Act do not apply to the Company by virtue of the commencement of the ACNC Legislation, then the reference to those sections shall be deemed to be a reference to the equivalent provisions in the ACNC Legislation (if any).
- (d) The indemnities in this clause 4.10:
- (i) are enforceable without the Officer having to first incur any expense or make any payment;

- (ii) are continuing obligations and are enforceable by the Officer even though the Officer may have ceased to be an Officer; and
 - (iii) apply to liabilities incurred both before and after the adoption of this constitution.
- (e) Nothing in this clause 4.10:
- (i) affects any other right or remedy that a person to whom this clause 4.10 applies may have in respect of any liability referred to in this clause 4.10;
 - (ii) limits the capacity of the Company to indemnify or provide or pay for insurance for any person; or
 - (iii) limits or diminishes the terms of any indemnity conferred or agreement to indemnify entered into prior to the adoption of this constitution.
- (f) The Company may enter into a deed with any Officer to give effect to the rights conferred by this clause 4.10 or the exercise of a discretion under this clause 4.10 on such terms as the Board thinks fit.

4.11 Winding up

Subject to clause 1.8, the Company may be dissolved by a Special Resolution of Members.