



Compass Housing Services Co Ltd

(trading as Home in Place)

ACN 002 862 213

Constitution

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1. Overview and Objects

Overview

- 1.1 This is the *Constitution* for *Home in Place*, which was established in 1985 and previously known as Newmacq Community Housing Company Ltd until September 2007, a company Limited by Guarantee and not having share capital.
- 1.2 The *Constitution* sets out the following:
 - (1) the basis on which *Home in Place* was formed;
 - (2) how *Home in Place* operates; and
 - (3) how *Home in Place* is governed and managed.
- 1.3 Schedule 1 applies to and forms part of the *Constitution*.
- 1.4 The *Constitution* can only be changed or amended by a *Special Resolution* at a *GM* or *AGM*.

Objects

- 1.5 The objects of *Home in Place* comprise the following:
 - (1) to relieve poverty, sickness, destitution, homelessness and distress of persons in need regardless of the *Person's* status including race, gender, sex, sexuality, sexual orientation, disability, health and age;
 - (2) to obtain secure, affordable and sensitively managed housing for poor, needy and underprivileged people and those with a disability;
 - (3) to conduct for-profit activities that further (or are ancillary to) *Home in Place's* objects provided that any profits generated are solely used in the pursuit of *Home in Place's* objects; and
 - (4) to operate in its own right and through subsidiaries and joint ventures in Australia and abroad.
- 1.6 *Home in Place* may do anything that is incidental or conducive to attaining the objects set out in clause 1.5, in any jurisdiction in Australia and abroad.

Powers

- 1.7 Subject to clause 1.8, *Home in Place* has the following powers which may only be used in the pursuit of its objects set out in clause 1.5:
 - (1) the powers of an individual; and
 - (2) all the powers of a *CLG* under the *Corporations Act*.

Not-for-Profit

- 1.8 *Home in Place* must not distribute any income or assets directly or indirectly to its *Members* except as provided in this Constitution, including without limitation to clauses 1.9, 10.11, 10.12, 10.13 and 19.
- 1.9 Clause 1.8 does not stop *Home in Place* from doing the following things provided they are done in good faith:
 - (1) paying or reimbursing a *Member* for goods and/or services they have provided, or expenses they have properly incurred, at fair and reasonable rates; or

- (2) making a payment to a *Member* in the pursuit of *Home in Place's* objects.
- 1.10 No *Member* of *Home in Place* may receive any prize, award, or money, except as a successful competitor at any competition held by *Home in Place* or as otherwise allowed by the *Constitution*.

2. How does a *Person* become a *Member* of *Home in Place*?

Classes of membership

- 2.1 The membership of *Home in Place* comprises a single class of ordinary *Members*.

Membership procedure

- 2.2 Any *Person* who wants to be a *Member* of *Home in Place* must complete a written application and send it to the *Secretary* at *Home in Place's Office*. Membership of *Home in Place* shall be considered on an individual basis, and each eligible applicant shall prepare and lodge an individual application.
- 2.3 An application for membership as a *Member* must be made:
 - (1) in writing, signed by the applicant;
 - (2) in such form as the *Board* may prescribe from time to time; and
 - (3) accompanied by the membership fee, if any, determined by the *Board*.
- 2.4 The *Board* must decide whether to accept or reject any application for membership within a reasonable time after the *Secretary* receives an application. The *Board* may either admit any *Person* as a *Member* if the *Person* is eligible under clause 2.7 and makes an application in accordance with clause 2.3; or may refuse any application for membership at their absolute discretion.
- 2.5 The *Board* is not required to provide a reason for rejecting an application for membership as a General Member. To be eligible to be a *Member*, a *Person* must:
 - (1) consent in writing to become a *Member*; and
 - (2) agree to be bound by this *Constitution*.
- 2.6 When an applicant has been accepted or rejected for membership, the *Secretary* must notify the applicant of the decision of the *Board* in writing within a reasonable period whether the application was successful or not. In case of rejected application for membership, any monies accompanying the application shall be refunded to the unsuccessful applicant, without interest.
- 2.7 A *Person* will only become a *Member* of *Home in Place* when the following occur:
 - (1) the *Person's* application to be a *Member* is accepted by the *Board*; and
 - (2) the *Person* pays the first annual membership fee (if applicable).
- 2.8 The *Member* must pay such membership fees as prescribed from time to time by the *Board*.
The annual membership fee is \$5.00 unless the *Board* determines otherwise.

Register of *Members*

- 2.9 *Home in Place* must establish and maintain a *Register*. The *Register* must be kept by the *Secretary* in accordance with the *Corporations Act* and must contain:
 - (1) for each current *Member*:
 - (a) name;

- (b) address;
 - (c) any alternative address nominated by the *Member* for the service of notice; and
 - (d) date the *Member* was entered on to the *Register*.
- (2) for each *Person* who stopped being a *Member* in the last seven (7) years:
 - (a) name;
 - (b) address;
 - (c) any alternative address nominated by the *Member* for the service of notices; and
 - (d) date the membership started and ended.
- 2.10 *Home in Place* must provide access to the *Register* in accordance with the *Corporations Act*. If the *Board* accepts an application for membership, as soon as practicable, the *Board* must cause the name of the *Person* to be entered in the *Register* together with any other information required by or under the *Corporations Act* and in accordance with clause 2.10.
- 2.11 A *Member* must promptly notify the *Secretary* of any change in the details with respect to that *Member* which are recorded in the *Register*.

3. Liability of *Members* to pay debts and liabilities of *Home in Place*

- 3.1 The liability of every *Member* is limited by the terms of the *Constitution*.
- 3.2 When a *Person* becomes a *Member*, that *Person* agrees to contribute to the property of *Home in Place* in the event *Home in Place* is wound up while that *Person* is a *Member*.
- 3.3 Every *Member* agrees to make payments towards the debts and liabilities of *Home in Place*, including any costs, charges or expenses, if *Home in Place* is wound up.
- 3.4 The liability of every *Member* to make a payment under this clause 3 is limited to \$5.00.

4. When a *Person's* membership may end

- 4.1 The *Board* may, at its discretion, cancel the membership of a *Member*:
 - (1) who has not paid the annual membership fee within two (2) months of the fee becoming payable;
 - (2) whose whereabouts are not presently known to *Home in Place* and have not been known to the *Home in Place* for a continuous period of at least 12 months;
 - (3) who directly or indirectly or through an interposed entity, undertakes employment or is appointed to the board of a Community Housing Provider, Specialist Disability Accommodation Provider or other entity in competition with *Home in Place* or any of its subsidiaries;
 - (4) who is an employee of *Home in Place* and whose employment has since been terminated with *Home in Place* or is due to be terminated with *Home in Place*;
 - (5) who is a *Director* of *Home in Place* and whose *Term* as a *Director* has concluded or is due to be concluded under clause 13; or
 - (6) who has been convicted of a criminal offence.
- 4.2 The *Board* must provide seven (7) calendar days' written notice of its intention to cancel a *Person's* membership under clause 4.1(1-3) before it cancels that membership.
- 4.3 A *Person's* membership will automatically end if the *Member*:

- (1) does not pay the membership fee for twelve (12) months after the annual membership fee becomes payable;
 - (2) dies;
 - (3) submits a written resignation of membership to the Secretary at *Home in Place's Office*;
 - (4) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
 - (5) is a *Person* to whom Part IX of the *Bankruptcy Act 1966* (Cth) applies (except where the *Board* has excused a bankrupt *Member*).
- 4.4 The *Board* may, at its discretion, reappoint a *Director* as a *Member* whose membership has ceased as a result of clause 4.3(5).
- 4.5 If the *Board* reappoints a *Director* under clause 4.4, that *Director* may serve out the remainder of their *Term* as if their membership had never ended.
- 4.6 A *Member* who resigns under clause 4.3(3) is still liable for any annual membership fee and any arrears unpaid at the date of their resignation.
- 4.7 If a *Member* wilfully refuses or otherwise fails to comply with the *Constitution*, the *Board* may censure, suspend, or expel the *Member* from *Home in Place* by a resolution of two-thirds (2/3rd) of the *Directors* present at a *Meeting*.
- 4.8 Clause 4.7 also applies if a *Member* is found guilty of any conduct that the *Board*, acting reasonably, considers unbecoming of a *Member*, or that in the reasonable opinion of the *Board* may be prejudicial to the interests of *Home in Place*.
- 4.9 The *Board* must provide any *Member* alleged to have acted in breach of clause 4.7 with a written notice about the alleged breach at least seven (7) calendar days before a *Meeting* dealing with the alleged breach.
- 4.10 A notice issued under clause 4.9 must set out all of the following:
- (1) all of the actions the *Member* is alleged to have made;
 - (2) all actions the *Board* proposes to take;
 - (3) the time and location of any *Meeting* during which the *Board* will consider the alleged actions; and
 - (4) the *Member's* right to provide an oral (either by themselves or by a representative chosen by the *Member*) or written explanation in relation to the alleged actions at the *Meeting* held by the *Board* under clause 4.9.

5. Meetings of Home in Place and the Board

Who can call a General Meeting of Home in Place?

- 5.1 Subject to, and in accordance with, the procedures set out in the *Corporations Act* relating to a *CLG*, the *Board* in its discretion can call a *General Meeting* at any time.
- 5.2 Subject to, and in accordance with, the procedures set out in the *Corporations Act* relating to a *CLG*, the *Board* must call and arrange to hold a *General Meeting* on the written request of *Members* with at least five per cent (5%) of the votes that may be cast at a *General Meeting* and the *Board* must:
- (1) within twenty-one (21) calendar days of the *Members'* request, give all members notice of the *General Meeting*, and
 - (2) hold the *General Meeting* within two (2) months of the *Members'* request.

For the purpose of a request by *Members* under this clause 5.2:

- (3) the percentage of votes that *Members* have is to be worked out as at 11:59pm the day before the *Members* request the *General Meeting*.
- (4) the *Members* who make the request for a *General Meeting* must:
 - (a) state in the request any resolution to be proposed at the *General Meeting*;
 - (b) sign the request, and
 - (c) give the request to the Secretary.

Separate copies of a document setting out the request may be signed by *Members* if the wording of the request is the same in each copy.

5.3 If the *Board* does not call the *General Meeting* within twenty-one (21) calendar days of being requested under clause 5.2, more than fifty per cent (50%) of the *Members* who made the request under clause 5.2 may call and arrange to hold a ***General Meeting*** provided that:

- (1) to call and hold the *General Meeting*, the *Members* must:
 - (a) as far as possible, follow the procedures for *General Meetings* set out in this *Constitution*;
 - (b) call the *General Meeting* using the list of *Members* on *Home in Place's* member register, which *Home in Place* must provide to the *Members* making the request at no cost, and
 - (c) hold the *General Meeting* within three months after the request was first given to the Secretary.
- (2) *Home in Place* must pay the *Members* who request the *General Meeting* any reasonable expenses they incur because the *Board* did not call and hold the *General Meeting*.

5.4 No action or business conducted at any *Meeting* is valid unless that *Meeting* is conducted in compliance with the *Constitution*, the *Corporations Act* and the *ACNC Act*.

Notice of *General Meeting*

5.5 Notice of a *General Meeting* must be given in accordance with the *Corporations Act* and served in accordance with clauses 5.5 to 5.7.

Directors entitled to notice of *General Meeting*

5.6 A *Director* is entitled to receive notice of and to attend all *General Meetings* and is entitled to speak at those *Meetings*.

Calculation of period of notice

5.7 In computing the period of notice under clause 5.5, both the day on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

Cancellation or postponement of *General Meeting*

5.8 Where a *General Meeting* is convened by the *Board*, they may by notice, whenever they think fit, cancel the *Meeting* or postpone the holding of the *Meeting* to a date and time determined by them.

5.9 Clause 5.8 does not apply to a *Meeting* convened in accordance with the *Corporations Act* by *Members*, by the *Board* on the request of *Members* or to a meeting convened by a court.

Notice of cancellation, postponement or change of place of *General Meeting*

- 5.10 Notice of cancellation, postponement or change of place of a *General Meeting* must state the reason for cancellation or postponement and be given:
- (1) to each *Member* individually; and
 - (2) to each other *Person* entitled to be given notice of a *General Meeting* under the *Corporations Act*.

Contents of notice postponing *General Meeting*

- 5.11 A notice of postponement of a *General Meeting* must specify:
- (1) the postponed date and time for the holding of the *General Meeting*;
 - (2) a place for the holding of the *General Meeting* which may be either the same as or different from the place specified in the notice convening the *General Meeting*; and
 - (3) if the *General Meeting* is to be held in two (2) or more places, the technology that will be used to facilitate the holding of the *General Meeting* in that manner.

Number of clear days for postponement of *General Meeting*

- 5.12 The number of clear calendar days from the giving of a notice postponing the holding of a *General Meeting* to the date specified in that notice for the holding of the postponed meeting must not be less than the number of clear days' notice of the *General Meeting* required to be given under clause 5.5.

Business at postponed *General Meeting*

- 5.13 The only business that may be transacted at a *General Meeting* the holding of which is postponed is the business specified in the original notice convening the *General Meeting*.
- 5.14 Whereby the terms of an instrument appointing a proxy:
- (1) the proxy is authorised to attend and vote at one (1) or more *General Meetings* to be held on or before a specified date; and
 - (2) the date for holding the *General Meeting* is postponed to a date later than the date specified in the instrument of proxy;
- then, by operation of this clause 5.14, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy, unless the *Member* appointing the proxy gives to *Home in Place* at its *Registered Office* notice in writing to the contrary not less than 48 hours before the time to which the holding of the *General Meeting* has been postponed.
- 5.15 The non-receipt of notice of a *General Meeting* or the convening, cancellation or postponement of a *General Meeting* by, or the accidental omission to give notice of a *General Meeting* or the convening, cancellation or postponement of a *General Meeting* to, a *Person* entitled to receive notice does not invalidate any resolution passed at the *General Meeting* or at a postponed *General Meeting* or the convening, cancellation or postponement of a *General Meeting*.

Attendance at *Meetings*

- 5.16 A *Member* may attend or be present at any *Meeting* by any means possible, including in *Person*, by proxy, by power of attorney, by telephone, by video link, or by other means the *Board* sees fit to accept for that *Meeting*.

Holding of General Meetings

5.17 *Home in Place* may hold a *Meeting* of its *Members*:

- (1) at one (1) or more physical venues;
- (2) at one (1) or more physical venues and using virtual meeting technology, in accordance with clause 5.18; or
- (3) using virtual meeting technology, in accordance with clauses 5.22 to 5.25.

Hybrid Meetings

5.18 The *Board* may determine, where it is reasonable to do so, that:

- (1) one (1) or more separate meeting places be linked to the main place of a *General Meeting* by an instantaneous audio-visual communication device; or
- (2) participants may elect to either physically attend the *Meeting* at the main place of a *General Meeting* or attend the *Meeting* via an instantaneous audio-visual communication device, in either case which, by itself or in conjunction with other arrangements:
- (3) gives the *Members* entitled to attend the *Meeting*, as a whole, a reasonable opportunity to participate in proceedings in the main place, including a reasonable opportunity to exercise a right to speak and ask questions (either orally or in writing, at the *Member's* election);
- (4) enables the *Chair* to be aware of proceedings of the *Meeting*;
- (5) enables the *Members* entitled to attend the *Meeting* to vote on a show of hands or on a poll; and
- (6) enables all documents required or permitted to be tabled at the *Meeting* to be made accessible to the *Members* entitled to attend the *Meeting* (either before or during the meeting),

in which case a *Member* present at a separate meeting place, and a *Member* present via an audio-visual communication device, is taken to be present at the *General Meeting* and entitled to exercise all rights as if he or she was present at the main place.

5.19 A *Meeting* that is held in accordance with clause 5.18 must be held at a time that is reasonable at the main place of the *General Meeting*.

5.20 If, before or during the *General Meeting*, any technical difficulty occurs where one (1) or more of the matters set out in clause 5.18 is not satisfied, the *Chair* may pause, interrupt or adjourn the *Meeting* until the difficulty is remedied. All business conducted at that general meeting up to the time of that adjournment shall be valid.

5.21 Nothing in this clause is to be taken to limit the powers conferred on the *Chair* by law.

Virtual Meetings

5.22 The *Board* may determine, where it is reasonable to do so, that there be no physical place of a *General Meeting* and that the *General Meeting* may be conducted virtually such that each participant in the *Meeting* is linked by an instantaneous audio-visual communication device which, by itself or in conjunction with other arrangements:

- (1) gives the *Members* entitled to attend the *Meeting*, as a whole, a reasonable opportunity to participate in proceedings, including a reasonable opportunity to exercise a right to speak and ask questions (either orally or in writing, at the *Member's* election);
- (2) enables the *Chair* to be aware of proceedings of the *Meeting*;
- (3) enables the *Members* attending the *Meeting* to vote on a show of hands or on a poll; and

- (4) enables all documents required or permitted to be tabled at the *Meeting* to be made accessible to the *Members* attending the *Meeting* (either before or during the meeting), in which case a *Member* present via the audio-visual communication device is taken to be present at the *General Meeting* and entitled to exercise all rights as if he or she was present at the *General Meeting*.
- 5.23 A *Meeting* that is held in accordance with clause 5.22 must be held at a time that is reasonable at the *Registered Office of Home in Place*.
- 5.24 If, before or during the *General Meeting*, any technical difficulty occurs where one (1) or more of the matters set out in clause 5.22 is not satisfied, the *Chair* may pause, interrupt or adjourn the *Meeting* until the difficulty is remedied. All business conducted at that general meeting up to the time of that adjournment shall be valid.
- 5.25 Nothing in this clause is to be taken to limit the powers conferred on the *Chair* by law.

Quorum for a *Meeting*

- 5.26 Business can only be transacted, conducted, or discussed at a *General Meeting* if:
- (1) a quorum of four (4) *Members* is present for the *Meeting*; or
 - (2) the *Constitution* otherwise allows.
- 5.27 A *General Meeting*, other than an AGM, must be dissolved if a quorum of four (4) *Members* is not present within half (½) an hour (or thirty (30) minutes) of the *Meeting's* scheduled start time.
- 5.28 If a *Meeting* is dissolved under clause 5.27, that *Meeting* must be adjourned for seven (7) calendar days to a time and place the *Board* determines.
- 5.29 If a quorum of four (4) *Members* is not present within ½ hour (or thirty (30) minutes) of the scheduled start time of a *Meeting* rescheduled under clause 5.28, a quorum for that rescheduled *Meeting* is three (3) *Members*.

How *Meetings* will be run

- 5.30 The *Chair* must preside over every *Meeting*, unless the *Constitution*, the *Corporations Act* or the *ACNC Act* requires otherwise.
- 5.31 The *Chair* has the discretion to delegate any *Person* to preside over a *Meeting*.
- 5.32 The *Deputy Chair* must preside over a *Meeting* held under this clause if the *Chair* is not:
- (1) present at a *Meeting* within ten (10) minutes of the scheduled start time; or
 - (2) able or is unwilling to preside over the *Meeting*.
- 5.33 If the *Deputy Chair* is not able or is unwilling to preside over a *Meeting*, the *Directors* present must elect a *NED* to preside over the *Meeting*.
- 5.34 At any *Meeting*, the *Chair* or *Person* presiding over the *Meeting* must:
- (1) cause minutes to be made of the *Meeting*;
 - (2) cause a record to be made of the names of all present at the *Meeting*;
 - (3) sign the minutes of the previous *Meeting* once those minutes have been approved by the *Board*, unless otherwise approved in accordance with this *Constitution*; and
 - (4) cause the signed minutes to be circulated to the relevant *Members*.
- 5.35 Subject to the *Constitution* or the *Corporations Act*, the *Chair* or *Person* presiding over a *Meeting* must adjourn a motion, business, question, debate, or resolution at a *Meeting* if at least seventy-five per cent (75 per cent) of the *Members* present at that *Meeting* vote in favour of an adjournment.

- 5.36 An adjournment under clause 5.35 does not affect the conduct of other business at a *Meeting*, or prevent a motion, business, question, debate, or resolution at a *Meeting* from being dealt with later in that *Meeting* or at a subsequent *Meeting*.

Annual General Meeting

- 5.37 An AGM must take place by 30 November each year in accordance with the procedure set out in the *Corporations Act* relating to a CLG.
- 5.38 All AGMs are open to the public, except where the *Chair* determines otherwise.
- 5.39 The *Secretary* must cause a notice of an AGM to be made to all interested parties in accordance with the notice of meeting procedures contained in the *Corporations Act* relating to a CLG.

Board Meetings

- 5.40 The *Board* may hold, and determine the time and location of, a *Board Meeting* as it sees fit.
- 5.41 At least six (6) *Board Meetings* of *Home in Place* must be held in each financial year. At least one (1) *Board Meeting* must be held in every period of three (3) consecutive months.
- 5.42 The *Chair* may at any time call a *Board Meeting* to be held at such time and place as the *Chair* chooses.
- 5.43 The *Chair*, upon the request of any *Director*, must call a *Board Meeting* to be held at such time and place as is convenient to the *Directors*. If the *Chair* does not within seven (7) calendar days of a request by a *Director* to convene a *Board Meeting*, make a determination as to the place and time of the *Board Meeting* then the relevant *Director* may call such *Board Meeting* and the *Board Meeting* will be held not less than seven (7) calendar days after the expiry of the first seven (7) calendar day period at the Registered Office of *Home in Place*.
- 5.44 The *Chair* must cause the *Secretary* to send the following to all *Directors* by any means within a reasonable time before a *Board Meeting*:
- (1) a written notice of the time and place of *Board Meeting*; and
 - (2) the agenda for the *Board Meeting*.
- 5.45 A quorum of the *Board* comprises fifty per cent (50 per cent) of the total number of *Directors* in office at any time (rounded down if that is an odd number) or such greater number fixed by the *Board*, but in any event, not less than three (3) *Directors*.
- For example, if there are seven (7) Directors in office at a given time, the quorum will be three (3) Directors (arrived at by rounding seven (7) down to six (6) and then taking fifty per cent (50 per cent) of that rounded down number.*
- 5.46 Subject to clause 9.11 (appointment of *Chair*) if:
- (1) no *Chair* is elected; or
 - (2) at any *Board Meeting* the *Chair*, or in the *Chair's* absence the *Deputy Chair*, is not present within fifteen (15) minutes of the time appointed for holding the *Meeting*,
- then the *Directors* present must choose one (1) of their number to be *Chair* of such *Meeting*.
- 5.47 The *Board* may hold *Meetings* at one (1) or more venues using any technology the *Board* considers appropriate including by way of teleconference, videoconference or webcasts as long as the relevant technology gives all *Directors* a reasonable opportunity to participate in the *Meeting*. Where a *Meeting* is arranged to be held via technology the *Chair* should notify *Directors* accordingly. Participation in these *Meetings* is equivalent to attendance at a regular *Meeting*.

6. Subsidiaries, joint ventures, committees, advisory boards, and advisory groups

Subsidiaries, joint ventures and related entities

- 6.1 Unless otherwise provided in the subsidiary, joint venture or other *Related Bodies Corporate's* constitution, the *Board* will determine the composition and tenure of *Directors* and delegations and powers that the subsidiary, joint venture or other *Related Bodies Corporate* may have.
- 6.2 The *Board* and its delegates duly appointed by the Board will represent *Home in Place* (and exercise its rights) as a 'member' of any subsidiary, joint venture, or other *Related Body Corporate*.
- 6.3 The *Board* may delegate any of its powers or functions to any subsidiary, joint venture or *Related Body Corporate*, to the extent that delegation is permitted under the *Corporations Act*, the *ACNC Act* or common law.

Advisory boards or advisory groups

- 6.4 For clarity, an advisory board or advisory group is not a committee for the purposes of the *Constitution*, the *Corporations Act*, or the *ACNC Act*.
- 6.5 An advisory board or advisory group can only act in an advisory capacity and its resolutions and motions are not binding on the *Board* or *Home in Place*.

Committees

- 6.6 The *Board* may, from time to time, create committees by establishing (and amending) terms of reference for those committees containing objectives, rules and procedures to which those committees must strictly comply.
- 6.7 Any committee created by the *Board* under clause 6.6 must be presided over by a *NED* (who is appointed as the chair of that committee by the *Board*) and must comply with the *Constitution* and any applicable law but otherwise may be comprised of such *persons* as the *Board* sees fit. At any committee meeting, if a committee's chair is absent, the committee members present must choose one (1) of their number to preside over such committee meeting.
- 6.8 Each *Member* of a committee created by the *Board* under clause 6.6 has only one (1) vote, unless a proxy is in effect, in relation to matters at a meeting of that committee.
- 6.9 The *Board* may delegate any of its powers or functions to any committee to the extent that delegation is permitted under the *Corporations Act*, the *ACNC Act* or common law.
- 6.10 A committee may meet or adjourn its meetings as it sees fit.
- 6.11 Any matter required to be dealt with at a meeting of a committee is decided by a vote of the *Majority* of the members of the committee present at that meeting.
- 6.12 Subject to clauses 6.10 and 6.11, in all other respects, the meetings and proceedings of any committee, consisting of two (2) or more *persons* are governed by the provisions in this *Constitution* for regulating the *Board Meetings* so far as those provisions are applicable and not affected by any resolution, direction or regulation made by the *Board* under the following clause 6.13.
- 6.13 Any committee formed, or *Person* or *persons* appointed to a committee under or in connection with clause 6.6 must, in the exercise of the powers so delegated, or functions entrusted, conform to any resolution, direction or regulations that may at any time be imposed by the *Board*.
- 6.14 Each *Person* appointed to a committee, if not otherwise an officer of *Home in Place*, is, when exercising the powers so delegated or functions entrusted, an officer of *Home in Place*.

Remuneration and expenses

- 6.15 The *Board* may provide reasonable remuneration (and reimbursements of reasonable expenses) of any *Person* appointed under this clause 6 (including, without limitation, members of committees, advisory boards, advisory groups and subsidiary boards) at the *Board's* discretion.

7. How a *Person* votes on a motion or resolution

- 7.1 Each *Member* present at a *Meeting* who is entitled to vote has one (1) vote, unless one (1) *Member* has a proxy for another.
- 7.2 No *Member* may vote at a *Meeting* or in relation to a motion or resolution if their annual membership fee is more than one (1) calendar month in arrears as of the date of that *Meeting*.

Resolutions of the *Board* at a *Board Meeting*

- 7.3 A resolution of the *Board* at a *Board Meeting* can only be made if a *Majority* of *Directors* at the *Board Meeting* (who are entitled to vote at that *Meeting*) pass a motion in favour of that proposed resolution, unless otherwise allowed by the *Corporations Act* or the *ACNC Act*. If there is an equality of votes at a *Board Meeting*, the *Chair* (or other *Person* presiding over a *Meeting*) has a casting vote.
- 7.4 The *Board* can only make and pass a motion and resolution outside of a *Board Meeting* by a circulating resolution of the *Board*.
- 7.5 A circulating resolution of the *Boards* will be valid and be passed (or be carried) once a *Majority* of *Directors* have sent to the *Secretary*, by any means possible – whether electronic or otherwise, written confirmation that such *Directors* are in favour of that resolution. Any irregularity in the service of the circulating resolution on *Directors* will not invalidate the resolution if such irregularity would not change the outcome of the resolution. 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. The resolution is passed when the last *Director* to form the *Majority* signs the circulating resolution.

How a motion or resolution will pass or fail at a *General Meeting* or *AGM*

- 7.6 Subject to clause 1.4 and where other *Special Resolutions* are required, an ordinary motion or resolution at a *General Meeting* or *AGM* will:
- (1) pass (or be carried) if the *Majority* of the *Members* present (who are entitled to vote) vote in favour of the motion; and
 - (2) fail if it is not passed (or carried) in accordance with clause 7.6(1).
- 7.7 If there is an equality of votes at a *General Meeting* or *AGM*, the *Chair* (or other *Person* presiding over a *Meeting*) has a casting vote.

Proxy, power of attorney, etc.

- 7.8 If a *Member* wants to appoint a proxy for a *Meeting*, the proposed appointment will only be valid if it is:
- (1) made in writing and signed by the *Member* proposing the appointment; and
 - (2) in the approved form.
- 7.9 The *Board* may determine the approved form for the appointment of a proxy as it sees fit.
- 7.10 If a *Member* appoints a proxy or a power of attorney, the *Member* must cause a copy of the signed appointment of a proxy or power of attorney to be received at *Home in Place's Office* by any means

(electronic or otherwise) no later than 48 hours before a *Meeting* at which the proxy or power of attorney is to be used.

8. Some things that *Home in Place* can and cannot do

- 8.1 *Home in Place* cannot pay, or in any way transfer or cause to be transferred or paid either directly or indirectly, any money, income or property of *Home in Place* to a *Director* or *Member* except as expressly allowed by the *Constitution*.
- 8.2 *Home in Place* can only use any funds it receives (whether in cash or otherwise) in the pursuit of the objects set out under clause 0.5 unless the *Constitution* otherwise allows.
- 8.3 *Home in Place* may pay any *Member*, *Director* or employee of *Home in Place* for services actually rendered to *Home in Place* for goods and/or services supplied in the ordinary course of business.
- 8.4 *Home in Place* has the power to do anything not expressly prohibited by the *Constitution* or by law.
- 8.5 The remuneration of the *NEDs* must be approved by the *members*.

9. What is the *Board* and what does the *Board* do?

Governance of *Home in Place* by the *Board*

- 9.1 The *Board* governs the business, affairs, and operations of *Home in Place* and must do so in accordance with the *Corporations Act*, the *ACNC Act*, common law and any lawful resolutions of *Home in Place*.
- 9.2 The business, affairs, and operations of *Home in Place* are managed under the directions of the *Board*. The *Board* will be entitled to make its own charter from time to time which will be binding on the *Board* until revoked by resolution of the *Board*, the terms of which will be at all times subject to the provisions of this *Constitution*, the *Corporations Act* and the *ACNC Act*.

Who can be a *Member* of the *Board*?

- 9.3 A *Director* must:
 - (1) be a current *Member* of *Home in Place*;
 - (2) be eligible to be a *Director* under the *Corporations Act* and the *ACNC Act*; and
 - (3) consent in writing to act as a *Director* in accordance with the *Corporations Act*.
- 9.4 In the event that it is required under a law, regulation or guideline applicable to *Home in Place*, *Home in Place* must ensure that a *Majority* of the *Directors* are *persons* who have the requisite level or degree of responsibility to the general public.
- 9.5 A current employee of *Home in Place* cannot, unless the *Constitution* otherwise allows:
 - (1) nominate for a position on the *Board*; or
 - (2) be appointed or elected to the *Board*.

Composition of the *Board*

- 9.6 The *Board* will consist of maximum number of *Directors* at any given time is nine (9); comprising of:
 - (1) the *GMD*, if appointed by the *Board* under clause 9.15; and
 - (2) up to eight (8) *NEDs*, who are each elected for a *Term* subject to the nomination and election procedure in clause 12 and the retirement, resignation and removal provisions of clause 13.

- 9.7 *Home in Place* does not have alternate directors.
- 9.8 Commencing from the 2014 *EGM*, no *NED* may be elected or appointed to the *Board* after the 2014 *EGM* for a period of more than four (4) consecutive *Terms* or twelve (12) consecutive years (whichever is the longer period), without a period of three (3) consecutive years during which they are not a *Director*.
- 9.9 The *Board* may act despite any vacancy in its body. If the number falls below five (5), the *Board* may act only:
- (1) in accordance with clause 13.9, to appoint *Directors* up to that minimum number; or
 - (2) to call a *General Meeting*.

Officers of *Home in Place*

- 9.10 The officers of *Home in Place* consist of the *Chair*, the *Deputy Chair*, a *Secretary* and any other officers elected in accordance with the *Constitution*.
- 9.11 The *Board* must, at the first *Board Meeting* after an *AGM* or otherwise as the *Board* determines, elect *NEDs* from among its number to serve as:
- (1) the *Chair* for a *Term* of the lesser of three (3) years or until they cease to be a *NED*; and
 - (2) the *Deputy Chair* for a *Term* of the lesser of three (3) years or until they cease to be a *NED*.
- 9.12 Notwithstanding clause 9.11, a *NED* must not be elected as *Chair* or *Deputy Chair* for more than three (3) *Terms* – each *Term* being three (3) years in length.
- 9.13 The *Board* may, by resolution at any time, remove the *Chair* or *Deputy Chair* from those offices.
- 9.14 The *Board* may elect from among their number such other officers as determined by the *Board* from time to time and may determine the period for which each is to hold office.

Management of *Home in Place*

- 9.15 The *Board* must appoint a *Person* to be the *Group CEO* of *Home in Place*. The *Group CEO* will have day to day responsibility for the management of *Home in Place* under the direction of the *Board*. At the *Board's* discretion, this *Person* may also be appointed a *Director* under clause 9.7(1). Where this occurs, the position of *Group CEO* will be known as the *GMD*.
- 9.16 Subject to this *Constitution*, the *Corporations Act* and the *ACNC Act*, the *Board* may at any time confer upon the *Group CEO* (or *GMD* if appointed to the *Board* under clause 9.15) such powers (for such time) as it thinks fit and impose any conditions or limitations on such powers. The *Board* may at any time revoke, withdraw, alter or vary all or any of such powers.
- 9.17 Subject to the constitution of the subsidiaries, the *Board* may appoint *Person(s)* from time to time to be the chief executive officer of the subsidiaries. The chief executive officers of the subsidiaries will have day to day responsibility for the management of the subsidiaries as delegated by relevant board from time to time.

10. Powers, duties, and obligations of *Directors* and the *Board*

- 10.1 The *Directors* are to manage the business of *Home in Place* and may exercise all the powers of *Home in Place* that are not, by the *Corporations Act* or by this *Constitution*, required to be exercised by *Home in Place* in *General Meeting*.
- 10.2 The *Directors* may resolve to delegate any of their powers to:
- (1) a committee in accordance with clause 6.6;

- (2) a *Director*;
 - (3) an employee of *Home in Place*; or
 - (4) any other *Person*.
- 10.3 The power may be delegated for such time as determined by the *Directors* and the *Directors* may at any time revoke or vary the delegation.
- 10.4 The delegation of power may include the right to sub-delegate.
- 10.5 The delegate must exercise the powers delegated in accordance with any directions of the *Directors*, and the exercise of the power by the delegate is as effective as if the *Directors* had exercised it.
- 10.6 The *Directors* may continue to exercise any power they have delegated.
- 10.7 Each *Director* must comply with the duties described in Governance Standard 5 as set out in the regulations made under the *ACNC Act* and such other obligations as apply under the *Corporations Act* from time to time.
- 10.8 *Directors* have other duties, powers, and obligations under the *Corporations Act*, the *ACNC Act* and common law that are not set out in the *Constitution*.

Remuneration and reimbursement of expenses of *Directors*

- 10.9 Subject to clause 10.10, the *Directors* may, with the prior approval of the *Members*, be paid reasonable remuneration for their services as *Directors*.
- 10.10 Any remuneration of *Directors* approved by *Members* prior to the adoption of this *Constitution* continues in effect unless varied or revoked in accordance with clause 10.9.
- 10.11 A *Director* is entitled to be reimbursed out of the funds of *Home in Place* for such reasonable travelling, accommodation and other expenses as the *Director* may incur when travelling to or from *Meetings* of the *Directors* or a committee of *Directors* or when otherwise engaged on the business of *Home in Place*.

11. Indemnity for *Directors*

- 11.1 To the extent permitted by law, *Home in Place* must indemnify a *Director*, including a previous *Director*, against both of the following:
- (1) any civil or criminal liability that *Person* has in relation to any act or omission by that *Person* in connection with their role as a *Director* when the act or omission was done in good faith; and
 - (2) the legal costs of that *Person* in relation to clause 11.1(1).
- 11.2 To the extent permitted by law, *Home in Place* may pay or agree to pay a premium for a contract insuring a *Director* against any act or omission under this clause 11.

12. How are *Board members* elected?

- 12.1 The *Board* will nominate a *Person* or *Persons* to stand for election as a *NED* at a *GM* in accordance with this clause 12. Notwithstanding any provision of this *Constitution*, the *Members* may appoint *NEDs* by an ordinary resolution at a *GM* or an *AGM*.
- 12.2 In nominating candidates for election under clause 12.1, the *Board* shall consider:
- (1) the needs of *Home in Place* and the *Board* as a whole; and
 - (2) such other matters as the *Board* considers relevant;

and nominate *Persons* who have the necessary skills, experience and competencies to complement the skills, experience and competencies of existing *Directors*.

- 12.3 To undertake the requirements of clauses 12.1 and 12.2, the *Board* will establish a committee of three (3) or more *persons* comprising at least one (1) *NED*. The committee established under this clause 12.3 will be responsible for identifying a *Person* or *Persons* who may be suitable for nomination as *Board* member to be recommended to the *Board* under clauses 12.1 and 12.2.
- 12.4 No *NED* whose term of service on the *Board* finishes at the following *AGM* may vote with respect to their possible re-appointment or re-election during a meeting of the committee during which their re-appointment or re-election is being considered by the committee (established under clause 12.3).
- 12.5 The committee established under clause 12.3 will:
 - (1) Identify the number of vacancies which will occur at the following *AGM* and consider the requirements of clause 12.2 and develop a list of skills and competencies required for the *Board* to meet relevant requirements of clause 12.2. This list of skills and competencies is to be provided to the *Board* and *Members* along with the candidates for election as set out in clause 12.1.
 - (2) Review the collective skills and competencies of those *directors* who are continuing following the next *AGM*.
 - (3) Should a retiring *NED* be eligible and wish to be nominated for re-election, assess the *person* against both their fit with the required skills and competencies and their performance on the *Board*.
 - (4) Following compliance with clause 12.5, determine if any new candidates for election need to be found and, if so, organise a process for sourcing such candidates.
- 12.6 At least twenty-one (21) calendar days before the next *AGM* is to be held, the *Members* will be notified of the names of all candidates who have been nominated in accordance with this clause 12 and who have provided a consent in writing to act as a *NED* if elected. At the *AGM*, the *Members* may by ordinary resolution elect a candidate nominated by the *Board* in accordance with clause 12.1.
- 12.7 Where a candidate nominated by the *Board* is not elected as a *NED* pursuant to clause 12.1, the *Board* may appoint a different *person* as a *NED* to hold office until the next *AGM*. Where that different *person* is elected by *Members* at that next *AGM* their term will be for a two (2) year continuous period from the date of that *AGM* (to harmonise such appointment with the ordinary *Term of Directors*).

Note: See the example in clause 13.3(1) regarding this process.

13. How *Directors* resign, retire, are removed, or cease to be *Directors*

Resignation of *Directors*

- 13.1 A *Director* may resign from the *Board* before their *Term* has expired by giving written notice to the *Secretary* at *Home in Place's Office*.
- 13.2 A *Director's* resignation is effective from the time and date stated in the notice, provided the time and date is after the time the notice was given. If the notice does not have a date or time, the notice is effective from date the *Secretary* receives the notice.

Retirement of *Directors*

- 13.3 A *NED* who is elected by the *Members* will retire in accordance with the following *Triennial Rotation Rule*:

- (1) At the close of each AGM, all *NEDs* who have come to the end of their *term* (including the end of their term if appointed under clauses 12.6 or 12.7) must retire.

For example:

1. *All NEDs nominated by the Board and then elected by the Members at the 2018 AGM must retire at the close of the 2021 AGM (being three (3) years, or one (1) Term, after their election).*
 2. *If a Person is appointed by the Board as a NED at a Board Meeting held after the 2018 AGM, that Person will retire at the end of the 2019 AGM. If that Person is nominated by the Board and then elected by the Members at the 2019 AGM, that Person must retire at the close of the 2022 AGM.*
 3. *Suppose the Board nominates a Person to be a NED and that Person is not elected by the Members at the 2019 AGM. If the Board appoint a different Person to be a NED under clause 13.8 or clause 13.9, that Person must retire at the end of the 2020 AGM. If the Members, at the 2020 AGM then elect that Person as a NED, that Person must retire at the end of the 2022 AGM (being two (2) years from their election by the Member, but three (3) years in total since they first became a NED.*
- (2) The *NEDs* to retire by rotation are those *NEDs* who have been longest in office. *NEDs* who were appointed on the same day may agree among themselves or, failing agreement, the Chair will determine by lot which of them must retire.
- (3) Without limiting this clause 13.3, a *NED* must retire from office at the conclusion of the third AGM after the *NED* was last appointed, even if their retirement results in more than three (3) *NEDs* retiring from office.
- (4) A retiring *NED* remains in office until the conclusion of the AGM but, subject to clause 9.8, will be eligible for re-election at that AGM if nominated by the other *NEDs* pursuant to clause 12.
- 13.4 Each *NED* who is appointed by the *Board* is automatically retired from the *Board* at the first AGM that occurs after their appointment to the *Board*, regardless of the number of vacancies created on the *Board* through each retirement under this clause 13.4.

Removal of *Directors* from the Board

- 13.5 In connection with clauses 4.7 to 4.10, upon a *Member* ceasing to be a *Member*, any such *Member* elected or appointed to the *Board* will immediately cease to be a *Director*.
- 13.6 The *Members* may by resolution passed in *General Meeting* in accordance with section 203D of the *Corporations Act* remove any *Director* and appoint a replacement to serve out the remainder of the replaced *Director's Term*.
- 13.7 If the *Members* by resolution passed in a *General Meeting* in accordance with section 203D of the *Corporations Act* removes a *Director* so that there are two (2) or fewer remaining *Directors*, the *Members* must nominate and elect at that *General Meeting* *NEDs* such that the number of *Directors* will be at least the minimum number under clause 9.

Casual and other vacancies

- 13.8 Should a *NED* who is elected to the *Board* under clause 12 resign or retire, the remaining *Directors* may appoint any eligible *Person* as a *Director* to fill the casual vacancy.
- 13.9 Should the number of *NEDs* be less than that set out in 9.6(2) the *Directors* may appoint any eligible *Person* as a *Director* to fill the vacancy.
- 13.10 A *Director* appointed under clauses 13.8 or 13.9 will hold office to the end of the next AGM.
- 13.11 Subject to clause 9.7, a *Director* appointed under clauses 13.8 or 13.9 is eligible for further appointment as a *Director* as set out in clause 12.

When a *Person* ceases to be a *Director*

- 13.12 The *GMD* automatically and immediately ceases to be a *Director* when they cease to be an employee of *Home in Place*.
- 13.13 A *Director* automatically ceases to be a *Director* if any of the following applies:
- (1) the *Director* is prohibited from being a *Director*, or ceases to be a *Director* or is removed from being a *Director*, pursuant to the *Corporations Act*, the *ACNC Act* or any law or order of a court;
 - (2) the *Director* is a *Person* to whom Part IX or Part X of the *Bankruptcy Act 1966 (Cth)* applies;
 - (3) the *Director* becomes of unsound mind, or a *Person* who is, or whose estate is, liable to be dealt with in any way under any law relating to mental health;
 - (4) the *Director* ceases to be a *Member of Home in Place*;
 - (5) the *Director* gives written notice of resignation as a *Director of Home in Place*;
 - (6) the *Director* dies;
 - (7) the *Director* is removed as a *Director* by a resolution of the *Members*; or
 - (8) the *Director* is absent for three (3) consecutive *Board Meetings* without approval from the *Board*.

Suspension of a *Director*

- 13.14 If the conduct or position of any *Director* is such that continuance in office appears to the *Majority* of the *Directors* to be prejudicial to the interests of *Home in Place* including, without limitation, a failure of a *Director* to perform their duties as a *Director* in accordance with the relevant *Board* charter or code of conduct, a *Majority of Directors* at a *Board Meeting* specifically called for that purpose may suspend that *Director*.
- 13.15 Within fourteen (14) calendar days of the suspension, the *Directors* must call a *General Meeting*, at which the *Members* may either confirm the suspension and remove the *Director* from office or annul the suspension and reinstate the *Director*.

14. Appointment of Secretary and Public Officer

- 14.1 The *Board* may appoint, suspend or remove, at any time one (1) or more *persons* as *Secretary* in accordance with the *Corporations Act* or the *ACNC Act*, on the conditions it determines.
- 14.2 The *Board* must appoint a *Person* as Public Officer of the Company in accordance with the *Income Tax Act Assessment Act 1936 (Cth)*.

15. Execution of documents

- 15.1 *Home in Place* may enter into contracts in accordance with any schedule of delegations for *Home in Place* approved by the *Board*.
- 15.2 With the authority of the *Board*, *Home in Place* may enter any contract or execute any document if the contract or document is signed (by hand or electronic means) by:
- (1) two (2) *Directors*;
 - (2) a *Director* and the *Secretary*; or
 - (3) a delegate duly authorised by the *Board*.

16. Accounts

- 16.1 The *Directors* must cause proper financial records to be kept and, if required by a law, regulation or guideline applicable to *Home in Place* or otherwise considered by the *Directors* to be appropriate, cause the accounts of *Home in Place* to be audited or reviewed accordingly.
- 16.2 The *Board* must provide to *Members*, copies of the audited financial statements and accompanying notes, directors' report and directors' declaration for the year ended 30 June for *Home in Place*, together with a copy of the auditor's report by 31 October each year, as required by the *Corporations Act* or the *ACNC Act*.
- 16.3 No *Member*, unless that *Member* is a *Director*, has a right to inspect any account, book or paper of *Home in Place* unless authorised by a resolution of the *Board* or by law.
- 16.4 Subject to the *Corporations Act* and any relevant law and the *Constitution*, the *Board* must determine the times, places and under what conditions the accounting and other records of *Home in Place* will be available for inspection to *Members* who are not *Directors*.
- 16.5 *Home in Place's* financial year is from 1 July to 30 June, unless the *Board* pass a resolution to change the financial year, provided that any change is permitted by the *Corporations Act* or *ACNC Act*.

17. Audit

- 17.1 The *Board* will appoint a properly qualified auditor in accordance with the *Corporations Act* or the *ACNC Act* (as applicable), whose duties and obligations are regulated by the appropriate law. For the avoidance of doubt, the auditor may only be removed by a *Members'* resolution at a *General Meeting*.

18. How can notices or documents be given or received?

- 18.1 Subject to the *Corporations Act* and any relevant law, any notice or document that is required by the *Constitution* or by law to be given by a *member*, the *Board*, a *Director*, or *Home in Place* may be given by any of the following ways:
 - (1) in the case of a notice or document to a *Member* or a *Director*:
 - (a) by giving that notice or document personally to them;
 - (b) by sending that notice or document to their business or residential address last known to *Home in Place*; or
 - (c) by sending that notice or document to them by any electronic means, including (but not limited to) that *Person's* email address or facsimile number last known to *Home in Place*.
 - (d) sending sufficient information by prepaid post or electronic means to the *Member's* address in the *Register* or any other address the *Member* supplies to the company for giving notices, such as to allow the *Member* to access the document electronically (including providing a URL link to any document or attachment);

provided that, in each case, the document remains readily accessible so as to be useable by the *Member* for subsequent reference.
 - (2) in the case of a notice to *Home in Place*, the *Secretary*, or the *Board*, by sending that notice or document to the *Group CEO* (or *GMD* if appointed), the *Secretary* or the *Board* by any means permitted under clause 18.1(1).
- 18.2 If a notice or document is sent by prepaid post, it is deemed to have been received on 4th *Business Day* after it is sent.
- 18.3 No *Person* is authorised to receive a notice or document under this clause unless authorised by law or the *Constitution*.

Member Correspondence: Election by *Members*

- 18.4 A *Member* may elect to be sent documents, either generally, in respect of a specific class of documents or in respect of a particular document, by the company:
- (1) in physical form in accordance with clause 18.1(1)(a) and (b); or
 - (2) in electronic form in accordance with clause 18.1(1)(c) or (d),
- by notifying *Home in Place* of the election.
- 18.5 A *Member* may elect, by notifying *Home in Place*, not to receive particular documents prescribed by the relevant legislation (such as audited financial statements) from *Home in Place*.
- 18.6 Unless otherwise specified under the *Corporations Act*, *Home in Place* must take reasonable steps to send (or not send) documents in a manner that complies with an election made by a *Member* under clause 18.4 or 18.5:
- (1) commencing on the date nominated by the *Member* in the election or, if the *Member* did not nominate a date, on the first *Business Day* immediately following receipt by *Home in Place* of the *Member's* election; and
 - (2) ending on the date nominated by the *Member* in the election or, if the *Member* did not nominate a date, on the first *Business Day* immediately following receipt by *Home in Place* of a notice from the *Member* withdrawing the election.
- 18.7 *Home in Place* must:
- (1) send the *Members*, at least once in each financial year, a notice; or
 - (2) make a notice readily available on its website,
- setting out *Members'* rights to make an election in accordance with clause 18.4 or 18.5.

19. What happens if *Home in Place* has to be wound up?

- 19.1 *Home in Place* must transfer any surplus asset of any gift fund it operates to another gift fund it operates, or another institution, when the earlier of any of the following occur:
- (1) a gift fund *Home in Place* operates is wound up,
 - (2) *Home in Place's* deductible gift recipient status is revoked, or
 - (3) *Home in Place* is wound up.
- 19.2 The gift fund and institution referred to in clause 19.1 must be endorsed by the Commonwealth Commissioner of Taxation as a deductible gift recipient before a transfer under clause 19.1 is made.
- 19.3 If it is necessary to wind up *Home in Place*, even after all of *Home in Place's* liabilities have been satisfied, no property owned by *Home in Place* can be paid to or distributed to any *Member*.
- 19.4 Subject to clause 19.4A, if *Home in Place* is wound up or deregistered, all property owned by *Home in Place* must be given or transferred to an organisation that is:
- (1) recognised by the Commonwealth Commissioner of Taxation as a public benevolent institution; and
 - (2) registered as a 'community housing provider' under the *Community Housing Providers National Law* (or its successor or replacement law).
- 19.4A Notwithstanding anything else in this *Constitution*, all *Home in Place's* remaining Community Housing Assets in a Participating Jurisdiction on its winding up are to be transferred to another Registered Community Housing Provider that also complies with clause 19.4 and 19.5 or to a Housing Agency in the jurisdiction in which the asset is located. For the purpose of this clause 19.4A, the words 'Community Housing Assets', 'Participating Jurisdiction', 'Registered Community Housing Provider'

and 'Housing Agency' have their definitions under the Community Housing Provider National Law or its amending or repealing statute or statutory instrument.

- 19.5 An organisation to which clause 19.4 applies must also be endorsed as a deductible gift recipient under the *Income Tax Assessment Act 1997* (Cth) or other taxation legislation.
- 19.6 *Home in Place* must only give or transfer its property under this clause to an organisation that has objects similar to those set out under clause 1.5.
- 19.7 The *Members* must, by resolution at any *Meeting*, choose the organisation to which *Home in Place* will give or transfer its property under clause 19.4, unless otherwise required by law.

20. Severing invalid clauses

- 20.1 If a clause or clause of the *Constitution* is or becomes illegal, invalid, void, or unenforceable that clause or clause is to be read down to the extent necessary so that it is not illegal, invalid, void, or unenforceable.
- 20.2 If a clause or clause of the *Constitution* cannot be read down as set out in clause 20.1, that clause or clause is to be severed without affecting the legality or enforceability of the rest of the *Constitution*.

21. Conflicts of Interest

- 21.1 A *Director* must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a *Board Meeting* (or that is proposed in a circular resolution):
 - (1) to the other *Directors*; or
 - (2) if all the *Directors* have the same conflict of interest, to the *Members* at the next *General Meeting*, or at an earlier time if reasonable to do so.
- 21.2 The disclosure of a conflict of interest by a *Director* must be recorded in the minutes of the *Meeting*.
- 21.3 Each *Director* who has a material personal interest in a matter that is being considered at a *Board Meeting* (or that is proposed in a circular resolution) must not, except as provided under clause 21.4:
 - (1) be present at the *Meeting* while the matter is being discussed; or
 - (2) vote on the matter.
- 21.4 A *Director* may still be present and vote if:
 - (1) their interest arises because they are a *Member of Home in Place*, and the other *Members* have the same interest;
 - (2) their interest relates to an insurance contract that insures, or would insure, the *Director* against liabilities that the *Director* incurs as a *Director of Home in Place* (see clause 11.2);
 - (3) their interest relates to a payment by *Home in Place* under clause 11.1 (indemnity), or any contract relating to an indemnity that is allowed under the *Corporations Act*;
 - (4) the Australian Securities and Investments Commission (ASIC) makes an order allowing the *Director* to vote on the matter; or
 - (5) the *Directors* who do not have a material personal interest in the matter pass a resolution that:
 - (a) identifies the *Director*, the nature and extent of the *Director's* interest in the matter and how it relates to the affairs of *Home in Place*; and
 - (b) says that those *Directors* are satisfied that the interest should not stop the *Director* from voting or being present.

Schedule 1 – Interpretation

1. Definitions

The following words and expressions have these meanings in the *Constitution*:

ACNC Act	means the <i>Australian Charities and Not-for-Profits Commission Act 2012 (Cth)</i> .
AGM or Annual General Meeting	means an annual general meeting of <i>Home in Place</i> held in accordance with the <i>Corporations Act</i> .
Board	means the current <i>Directors of Home in Place</i> .
Board Meeting	means a <i>meeting</i> of the <i>Board</i> held in accordance with the <i>Corporations Act</i> .
Business Day	means a day other than: <ul style="list-style-type: none"> (a) A Saturday, Sunday or public holiday in New South Wales; or (b) 27, 28, 29 30 or 31 December.
Group CEO	means the Chief Executive Officer of <i>Home in Place</i> .
Chair	means a <i>Director</i> elected as such under clause 9.11(1).
CLG	means Company Limited by Guarantee.
Compass or Home in Place	means Compass Housing Services Co Ltd (trading as <i>Home in Place</i>).
Constitution	means this document, as amended from time to time.
Corporations Act	means the <i>Corporations Act 2001 (Cth)</i> .
Deputy Chair	means a <i>Director</i> elected as such under clause 9.11(2).
Director	means a current <i>member of Home in Place</i> who is appointed or elected as either the <i>GMD</i> or a <i>NED</i> in accordance with the <i>Constitution</i> .
EGM	means an extraordinary <i>General Meeting</i> .
General Meeting	means a general meeting of <i>Home in Place</i> as defined, and held in accordance with, the <i>Corporations Act</i> .
GMD	means the Group Managing Director of <i>Home in Place</i> (if appointed), who will be the <i>Group CEO</i> and whose role includes both management and governance of <i>Home in Place</i> .
Home in Place or Compass	means Compass Housing Services Co Ltd trading as <i>Home in Place</i> .
Home in Place's Office	means the ACNC registered office of <i>Home in Place</i> .
Majority	means a number which is equal to or more than fifty-one per cent (51 per cent).

Meeting	means an <i>AGM</i> , a <i>Board Meeting</i> , or a <i>GM</i> .
Member	means a <i>Person</i> entered on the <i>Register</i> of the Company as a member of <i>Home in Place</i> , who is a <i>Person</i> and has paid the annual membership fee (if any) prescribed under clause 2.9.
NED	means a non-executive <i>director</i> of <i>Home in Place</i> who is not an employee of <i>Home in Place</i> and whose position is concerned with the governance of <i>Home in Place</i> and, to the extent permissible at law, is not concerned with the day-to-day management of <i>Home in Place</i> .
Person	means a natural person.
Register	has the meaning ascribed to it in clause 2.9.
Related Body Corporate	has the same meaning given to it in the <i>Corporations Act</i> .
Secretary	means a <i>Person</i> appointed as company secretary of <i>Home in Place</i> and specified as 'company secretary' in the ASIC register and 'secretary' in the ACNC register.
Special Resolution	means a resolution of <i>members</i> , of which notice has been sent in accordance with the <i>Corporations Act</i> , that can only be passed when at least seventy-five per cent (75 per cent) of the votes cast by <i>members</i> entitled to vote on the resolution vote in favour of the resolution.
Term	means a period of three (3) continuous years.
Triennial Rotation Rule	has the meaning given to in clause 13.3.

2. Interpretation

In interpreting the *Constitution*, the following apply unless it is inappropriate in the context or otherwise stated in the *Constitution*:

- (1) The *Constitution* must be interpreted in accordance with the *Acts Interpretation Act 1901 (Cth)*.
- (2) Nothing in the *Constitution* is intended to derogate from the *Corporations Act* or the *ACNC Act*. These Acts impose numerous obligations on *Home in Place*, which are not all reproduced in the *Constitution*.
- (3) The *Corporations Act* and the *ACNC Act* prevail over anything in the *Constitution* to the extent the *Constitution* is inconsistent with the *Corporations Act* or the *ACNC Act*.
- (4) The *Constitution* replaces the replaceable rules in the *Corporations Act*.
- (5) Words used in the *Constitution* have the same meaning as those same words used in the *Corporations Act* or the *ACNC Act*.
- (6) Words importing the singular include the plural and vice versa.
- (7) A reference to a *Person* includes that party's executors, administrators, substitutes, successors, and permitted assigns and vice versa.
- (8) Circumstances, conditions and stipulations expressed apply whenever the circumstance arises or the condition or stipulation has to be, or has been, satisfied or performed.
- (9) A reference to any legislation, whether to the whole or part of that legislation, includes any modification, consolidation or amendment to that legislation as well as replacement or subordinate legislation issued under it.
- (10) The meaning of general words is not limited by specific examples introduced by 'including', 'such as', 'for example', or 'even if' or similar expressions.
- (11) Headings are included for convenience and do not affect interpretation.
- (12) Anything required to be written or in writing includes anything that is printed, typed, emailed, sent by facsimile or reproduced in any other mode of reproducing words in a visible form.

3. Corporations Act

In this Constitution unless the contrary intention appears:

- (1) expressions in this Constitution that deal with a matter dealt with by a particular provision of the *Corporations Act* have the same meaning as they have in the *Corporations Act*;
- (2) 'section' means a section of the *Corporations Act*; and
- (3) while the Company is a registered charity under the *ACNC Act*:
 - (a) the provisions of the *Corporations Act* in Part 2G.2 and Part 2G.3 apply as if section 111L(1) of the *Corporations Act* was not enacted; and
 - (b) if one (1) of those provisions includes a reference to ASIC, including a reference to lodge any document with, or seek consent or approval from ASIC, that particular requirement does not apply to the Company.