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Perth Foundation for Women Ltd

A Company Limited by Guarantee

ACN: 655 314 131

ABN: 24 655 314 131

Constitution



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1. Preliminary

1.1. Name of the company

The name of the **company** is Perth Foundation for Women Ltd (the **company**).

1.2. Type of company

The **company** is a not-for-profit public **company** limited by guarantee which is established to be, and to continue as, a charity.

1.3. Limited liability of member

The liability of the member is limited to the amount of the guarantee in clause 1.4.

1.4. The guarantee

The member must contribute an amount not more than \$2 (the guarantee) to the property of the **company** if the **company** is wound up while the member is a member, or within 12 months after they stop being a member, and this contribution is required to pay for the:

- (a) debts and liabilities of the **company** incurred before the member stopped being a member; or
- (b) costs of winding up.

1.5. Definitions

In this constitution, words and phrases have the meaning set out in clauses 19.1 and 19.3.

2. Charitable Purposes and Powers

2.1. Object

The object of the **company** is to pursue the charitable purposes of providing services, support and relief to women who are experiencing, or at risk of experiencing family violence, homelessness, poverty or distress (including as a result of sickness, disability, destitution, suffering, misfortune, or helplessness) (referred to in this clause as 'women in need'), including but not limited to:

- (a) advancing the welfare of **women in need**;



- (b) collaborating with both domestic and international entities operating for operating for the benefit of **women in need**;
- (c) supporting the development and implementation of projects and programs for **women in need** and their families who are experiencing or at risk of experiencing domestic and family violence and/or homelessness;
- (d) providing services, support and relief to **women in need**;
- (e) raising funds to support the objects and activities of the **company**;
- (f) promoting and raising public awareness of the objects and activities of the **company**; and
- (g) doing all such things as are incidental or conducive to the attainment of the object of the **company**.

2.2. Charitable Purpose

The **company** may only pursue charitable purposes and must do so predominantly in Australia.

2.3. Powers

Subject to clause 2.4, the **company** has the following powers, which may only be used to carry out its purpose(s) set out in clause 2.1:

- (a) the powers of an individual; and
- (b) all the powers of a **company** limited by guarantee under the **Corporations Act**.

2.4. Not-for-profit

- (a) The income and property of the **company**, however derived, must be applied solely towards the promotion of the objects of the **company** as set out in clause 2.1.
- (b) The **company** must not distribute any income or assets directly or indirectly to its member, except as provided in clauses 2.4(c) and 14.1.
- (c) Clause 2.4(a) does not stop the **company** from doing the following things, provided they are done in good faith:



- (i) paying a member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the **company**;
or
- (ii) making a payment to a member in carrying out the **company's** charitable purpose(s).

2.5. Amending the constitution

- (a) Subject to clause 2.5(b), the member may amend this constitution by passing a **special resolution**.
- (b) The member must not pass a **special resolution** that amends this constitution if passing it causes the **company** to no longer be a charity.

3. Member

3.1. Membership and member register

- (a) The sole member of the **company** is the **Zonta Club of Perth**.
- (b) The **company** must establish and maintain a member register. The member register must be kept by the secretary and must contain, for the sole member:
 - (i) name;
 - (ii) address;
 - (iii) any alternative address nominated by the member for the service of notices;
 - (iv) date the member was entered on to the register, and
 - (v) if applicable, dates the membership started and ended.
- (c) The **company** must give the member access to the member register.
- (d) Information that is accessed from the member register must only be used in a manner relevant to the interests or rights of the member.



3.2. When a person stops being a member

The member stops being a member if it:

- (a) is wound up or otherwise dissolved or deregistered (for an incorporated member);
- (b) resigns, by writing to the secretary; or
- (c) has not responded within three months to a written request from the secretary that it confirms in writing that it wants to remain a member.

4. Dispute Resolution and Disciplinary Procedures

4.1. Dispute resolution

- (a) The dispute resolution procedure in this clause applies to disputes (disagreements) under this constitution between the sole member or director and:
 - (i) one or more directors; or
 - (ii) the **company**.
- (b) Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it.
- (c) If those involved in the dispute do not resolve it under clause 4.1(b), they must within 10 days:
 - (i) tell the directors about the dispute in writing;
 - (ii) agree or request that a mediator be appointed; and
 - (iii) attempt in good faith to settle the dispute by mediation.
- (d) The mediator must:
 - (i) be chosen by agreement of those involved; or
 - (ii) where those involved do not agree, a person chosen by either the Commissioner of the Australian Charities and Not-for-profits Commission or the president of the law institute or society in the state or territory in which the **company** has its registered office.



- (e) When conducting the mediation, the mediator must:
 - (i) allow those involved a reasonable chance to be heard;
 - (ii) allow those involved a reasonable chance to review any written statements;
 - (iii) ensure that those involved are given natural justice; and
 - (iv) not make a decision on the dispute.

5. Member representatives

5.1. Representatives of member

- (a) The member may appoint as a representative one individual to represent the member at meetings, to act on its behalf in all dealings with the **company**, correspondence with the **company**, matters relating to the business of the **company**, and to sign **member resolutions** under clause 7.1 (**member representative**).
- (b) The **member representative** appointed under clause 5.1(a) must not concurrently be a director of the **company**.
- (c) The appointment of the **member representative** by the member must:
 - (i) be in writing;
 - (ii) include the name of the representative (who must be a member of the **Zonta Club of Perth**);
 - (iii) be signed on behalf of the member, by the President or Vice President of the member; and
 - (iv) be given to the **company** or, for representation at a meeting, be given to the **chairperson** before the meeting starts.
- (d) The **member representative** has all the rights of a member relevant to the purposes of the appointment as a representative.
- (e) Subject to clause 5.1(f), the member may choose the period for which the individual is to hold office as the **member representative**.



- (f) An individual may hold office as a **member representative** for a period of no more than 5 years.

6. General Meetings of Members

6.1. General meetings called by directors

- (a) The directors may call a **general meeting**.
- (b) If the member makes a written request to the **company** for a **general meeting** to be held, the directors must:
 - (i) within 21 days of the member's request, issue notice of a **general meeting**; and
 - (ii) hold the **general meeting** within 2 months of the member's request.
- (c) The member requesting a **general meeting** must:
 - (i) state in the request any resolution to be proposed at the meeting;
 - (ii) sign the request; and
 - (iii) give the request to the **company**.

6.2. General meetings called by member

- (a) If the directors do not call the meeting within 21 days of being requested under clause 6.1(b), the member may call and arrange to hold a **general meeting**.
- (b) To call and hold a meeting under clause 6.2(a) the members must:
 - (i) as far as possible, follow the procedures for **general meetings** set out in this constitution; and
 - (ii) hold the **general meeting** within three months after the request was given to the **company**.
- (c) The **company** must pay the members who request the **general meeting** any reasonable expenses they incur because the directors did not call and hold the meeting.



6.3. Notice of general meetings

- (a) Notice of a **general meeting** must be given to:
 - (i) the member;
 - (ii) each director; and
 - (iii) the auditor (if any).
- (b) Notice of a **general meeting** must be provided in writing at least 21 days before the meeting.
- (c) Subject to clause 6.3(d), notice of a meeting may be provided less than 21 days before the meeting if the member agrees beforehand.
- (d) Notice of a meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
 - (i) remove a director;
 - (ii) appoint a director in order to replace a director who was removed; or
 - (iii) remove an auditor.
- (e) Notice of a **general meeting** must include:
 - (i) the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
 - (ii) the general nature of the meeting's business; and
 - (iii) if applicable, that a **special resolution** is to be proposed and the words of the proposed resolution.
- (f) If a **general meeting** is adjourned (put off) for one month or more, the members must be given new notice of the resumed meeting.

6.4. Quorum at general meetings

- (a) For a **general meeting** to be held, the **member representative** forms a quorum (**member quorum**) and must be present for the whole meeting.



- (b) No business may be conducted at a **general meeting** if a **member quorum** is not present.
- (c) If there is no **member quorum** present within 30 minutes after the starting time stated in the notice of **general meeting**, the **general meeting** is adjourned to the date, time and place that the **chairperson** specifies. If the **chairperson** does not specify one or more of those things, the meeting is adjourned to:
 - (i) if the date is not specified – the same day in the next week;
 - (ii) if the time is not specified – the same time; and
 - (iii) if the place is not specified – the same place.
- (d) If no **member quorum** is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

6.5. Auditor's right to attend meetings

- (a) The auditor (if any) is entitled to attend any **general meeting** and to be heard by the member on any part of the business of the meeting that concerns the auditor in the capacity of auditor.
- (b) The **company** must give the auditor (if any) any communications relating to the **general meeting** that a member of the **company** is entitled to receive.

6.6. Using technology to hold meetings

- (a) The **company** may hold a **general meeting** at two or more venues using any technology that gives the members as a whole a reasonable opportunity to participate, including to hear and be heard.
- (b) Anyone using this technology is taken to be present in person at the meeting.

6.7. Chairperson for general meetings

The person appointed under clause 8.4 is entitled to chair **general meetings**.



6.8. Role of the chairperson

- (a) The **chairperson** is responsible for the conduct of the **general meeting**, and for this purpose must give the member a reasonable opportunity to make comments and ask questions (including to the auditor (if any)).
- (b) The **chairperson** does not have a casting vote.

6.9. Adjournment of meetings

- (a) If a **member quorum** is present, a **general meeting** must be adjourned if the member directs the **chairperson** to adjourn it.
- (b) Only unfinished business may be dealt with at a meeting resumed after an adjournment.

7. Member Resolutions

7.1. Member resolutions

- (a) Subject to clause 7.1(c), the directors may put a resolution to the member to pass a resolution without a **general meeting** being held (**member resolution**).
- (b) The directors must notify the auditor (if any) as soon as possible that a **member resolution** has or will be put to the member and set out the wording of the resolution.
- (c) **Member resolutions** cannot be used:
 - (i) for a resolution to remove an auditor, appoint a director or remove a director; or
 - (ii) where the **Corporations Act** or this constitution requires a meeting to be held.
- (d) A **member resolution** is passed if the member signs the **member resolution**, in the manner set out in clause 7.1(f).
- (e) The member may sign a single document setting out the **member resolution** and a statement that the member agrees with the resolution.
- (f) The **company** may send a **member resolution** by email to the member and the member may agree by sending a reply email to that effect, including the text of the resolution in their reply.



8. Directors

8.1. Number of directors

- (a) Subject to clause 8.1(b), the **company** must have at least three and no more than nine directors, comprising a maximum of:
 - (i) three directors appointed under clause 8.3(a);
 - (ii) two directors appointed under clause 8.3(b); and
 - (iii) four appointed under clause 8.3(d).
- (b) The **company** must not have more directors appointed under clause 8.3(d) than who are appointed under clause 8.3(a) and 8.3(b) combined.

8.2. Initial directors

The initial directors are the people who have agreed to act as directors and who are named as proposed directors in the application for registration of the **company**. Apart from the initial directors and directors appointed under clause 8.3, the member may elect a director by a resolution passed in a **general meeting**.

8.3. Appointment of directors

- (a) A person is automatically appointed as a director of the **company** if they:
 - (i) are the president, vice president and immediate past president of the **Zonta Club of Perth**;
 - (ii) give the **company** their signed consent to act as a director of the **company**; and
 - (iii) are not ineligible to be a director under the **Corporations Act** or the **ACNC Act**.
- (b) A person is appointed as a director of the **company** if they:
 - (i) are a member of the **Zonta Club of Perth**;
 - (ii) are elected to become a director of the **company** by the members of the **Zonta Club of Perth** in **general meeting**;



- (iii) give the **company** their signed consent to act as a director of the **company**; and
 - (iv) are not ineligible to be a director under the **Corporations Act** or the **ACNC Act**.
- (c) A person appointed under clause 8.3(a) or 8.3(b) remains a director until the earlier of:
 - (i) ceasing to be a president, vice president or immediate past president as the case may be of the **Zonta Club of Perth**;
 - (ii) ceasing to be a member of the **Zonta Club of Perth**; or
 - (iii) ceasing to be a director under clause 8.5.
- (d) The directors may appoint a person as a director to fill a casual vacancy or as an additional director if that person:
 - (i) gives the **company** their signed consent to act as a director of the **company**; and
 - (ii) is not ineligible to be a director under the **Corporations Act** or the **ACNC Act**.
- (e) A person appointed under clause 8.3(d) remains a director until the earlier of:
 - (i) the expiry of 3 years from the date of appointment; or
 - (ii) ceasing to be a director under clause 8.5.
- (f) If the number of directors is reduced to fewer than three or is less than the number required for a quorum, the continuing directors may act for the purpose of increasing the number of directors to three (or higher if required for a quorum) or calling a **general meeting**, but for no other purpose.

8.4. Chairperson

- (a) The **company** must have a **chairperson**.
- (b) The **chairperson** must be:
 - (i) the President of the member; or



- (ii) if the President of the member is unable or unwilling to act, a person who:
 - (1) is a director under 8.3(a) or 8.3(b); and
 - (2) is elected by a majority of the directors that were appointed under clause 8.3(a) and 8.3(b).
- (c) Subject to clause 8.4(d), the **chairperson** shall be the **chairperson** for each directors' meeting.
- (d) If no **chairperson** under clauses 8.4(a) or 8.4(b) is available, nominated or otherwise present within 30 minutes after the starting time set for the meeting, the **chairperson** of the meeting shall be a person elected by the directors.

8.5. When a director stops being a director

- (a) A director stops being a director if they:
 - (i) give written notice of resignation as a director to the **company**;
 - (ii) die;
 - (iii) are removed as a director by a resolution of the member;
 - (iv) are absent for **3** consecutive directors' meetings without approval from the directors; or
 - (v) become ineligible to be a director of the **company** under the **Corporations Act** or the **ACNC Act**.

9. Powers of Directors

9.1. Powers of directors

- (a) The directors are responsible for managing and directing the activities of the **company** to achieve the purpose(s) set out in clause 2.1.
- (b) The directors may use all the powers of the **company** except for powers that, under the **Corporations Act** or this constitution, may only be used by members.
- (c) The directors must decide on the responsible financial management of the **company** including:



- (i) any suitable written delegations of power under clause 9.2; and
 - (ii) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
- (d) The directors cannot remove a director or auditor. Directors and auditors may only be removed by a members' resolution at a **general meeting**.

9.2. Delegation of directors' powers

- (a) The directors may delegate any of their powers and functions to a committee, a director, an employee of the **company** (such as a chief executive officer); or any other person, as they consider appropriate.
- (b) The delegation must be recorded in the **company's** minute book.

9.3. Reimbursement of expenses of directors

A director may not be paid any remuneration for services as a director. However, the **company** may reimburse a director for expenses properly incurred by the director in connection with the affairs of the **company**. Any such payment shall be approved by a majority of directors.

9.4. Insurance for directors

The **company** may pay premiums for insurance indemnifying directors, as allowed for by law (including the **Corporations Act**) and this constitution.

9.5. Execution of documents

The **company** may execute a document without using a common seal if the document is signed by two directors of the **company** who were appointed under clause 8.3(a) or clause 8.3(b).

10. Duties of Directors

10.1. Duties of directors

The directors must comply with their duties as directors under legislation and common law (judge-made law), and with the duties described in governance standard 5 of the regulations made under the **ACNC Act** which are:



- (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the **company**;
- (b) to act in good faith in the best interests of the **company** and to further the charitable purpose(s) of the **company** set out in clause 2.1;
- (c) not to misuse their position as a director;
- (d) not to misuse information they gain in their role as a director;
- (e) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 10.2;
- (f) to ensure that the financial affairs of the **company** are managed responsibly; and
- (g) not to allow the **company** to operate while it is insolvent.

10.2. Conflicts of interest

- (a) 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 meeting of directors (or that is proposed in a **circular resolution**):
 - (i) to the other directors; or
 - (ii) if all of 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.
- (b) The disclosure of a conflict of interest by a director must be recorded in the minutes of the meeting.
- (c) Each director who has a material personal interest in a matter that is being considered at a meeting of directors (or that is proposed in a **circular resolution**) must not, except as provided under clauses 10.2(d):
 - (i) be present at the meeting while the matter is being discussed; or
 - (ii) vote on the matter.
- (d) A director may still be present and vote if:



- (i) their interest arises because they are a member of the **company**, and the other members have the same interest;
- (ii) their interest relates to an insurance contract that insures, or would insure, the director against liabilities that the director incurs as a director of the **company** (see clause 17.2);
- (iii) their interest relates to a payment by the **company** under clause 17.1 (indemnity), or any contract relating to an indemnity that is allowed under the **Corporations Act**;
- (iv) the Australian Securities and Investments Commission (**ASIC**) makes an order allowing the director to vote on the matter; or
- (v) the directors who do not have a material personal interest in the matter pass a resolution that:
 - (1) identifies the director, the nature and extent of the director's interest in the matter and how it relates to the affairs of the **company**; and
 - (2) says that those directors are satisfied that the interest should not stop the director from voting or being present.

11. Directors' Meetings

11.1. When the directors meet

The directors may decide how often, where and when they meet.

11.2. Calling directors' meetings

- (a) A director may call a directors' meeting by giving reasonable notice to all of the other directors.
- (b) A director may give notice in writing or by any other means of communication that has previously been agreed to by all of the directors.

11.3. Chairperson for directors' meetings

- (a) The **chairperson** is entitled to chair directors' meetings.
- (b) The directors at a directors' meeting may choose a director to be the **chairperson** for that meeting if the elected **chairperson** is:



- (i) not present within 30 minutes after the starting time set for the meeting; or
- (ii) present but does not want to act as **chairperson** of the meeting.

11.4. Quorum at directors' meetings

- (a) Unless the directors determine otherwise, the quorum for a directors' meeting is a majority (more than 50%) of directors of the **company (directors' quorum)**.
- (b) A **directors' quorum** must be present for the whole directors' meeting.

11.5. Using technology to hold directors' meetings

- (a) The directors may hold their meetings by using any technology (such as video or teleconferencing) that is agreed to by all of the directors (**the directors' agreement**).
- (b) The **directors' agreement** may be a standing (ongoing) one.
- (c) A director may only withdraw their consent to the **directors' agreement** within a reasonable period before the meeting.

11.6. Passing directors' resolutions

A **directors' resolution** must be passed by a majority of the votes cast by directors present and entitled to vote on the resolution.

11.7. Circular resolutions of directors

- (a) The directors may pass a **circular resolution** without a directors' meeting being held.
- (b) A **circular resolution** is passed if all the directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 11.7(c) or clause 11.7(d)
- (c) Each director may sign:
 - (i) a single document setting out the resolution and containing a statement that they agree to the resolution; or
 - (ii) separate copies of that document, as long as the wording of the resolution is the same in each copy.



- (d) The **company** may send a **circular resolution** by email to the directors and the directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.
- (e) A **circular resolution** is passed when the last director signs or otherwise agrees to the resolution in the manner set out in clause 11.7(c) or clause 11.7(d).

12. Secretary

12.1. Appointment and role of secretary

- (a) The **company** must have at least one secretary, who may also be a director.
- (b) A secretary must be appointed by the directors (after giving the **company** their signed consent to act as secretary of the **company**).
- (c) The directors must decide the terms and conditions under which the secretary is appointed.
- (d) The role of the secretary includes:
 - (i) maintaining a register of the **company's** members; and
 - (ii) receiving, filing, and circulating all correspondence directed to the **company**; and
 - (iii) maintaining the minutes and other records of **general meetings** (including notices of meetings), directors' meetings and **circular resolutions**.

13. Minutes and Records

13.1. Minutes and records

- (a) The **company** must, within one month of each **general meeting**, make and keep the following records:
 - (i) minutes of proceedings and resolutions of **general meetings**;
 - (ii) minutes of **circular resolutions** of members; and
 - (iii) a copy of a notice of each **general meeting**.



- (b) The **company** must, within one month of each directors' meeting, make and keep the following records:
 - (i) minutes of proceedings and resolutions of directors' meetings (including meetings of any committees); and
 - (ii) minutes of **circular resolutions** of directors.
- (c) The **company** must allow members to inspect the **company's** records and in so doing:
 - (i) the **company** must give a member access to the records set out in clause 13.1(a); and
 - (ii) the directors may authorise a member to inspect other records of the **company**, including records referred to in clause 13.1(b) and clause 13.2(a).
- (d) The directors must ensure that minutes of a **general meeting** or a directors' meeting are signed within a reasonable time after the meeting by:
 - (i) the **chairperson** of the meeting; or
 - (ii) the **chairperson** of the next meeting.
- (e) The directors must ensure that minutes of the passing of any **member's resolution** and any **circular resolution** are signed by a director within a reasonable time after the resolution is passed.

13.2. Financial and related records

- (a) The **company** must make and keep written financial records that:
 - (i) correctly record and explain its transactions and financial position and performance; and
 - (ii) enable true and fair financial statements to be prepared and to be audited.
- (b) The **company** must also keep written records that correctly record its operations.
- (c) The **company** must retain its records for at least 7 years.
- (d) The directors must take reasonable steps to ensure that the **company's** records are kept safe.



14. By-laws

14.1. By-laws

- (a) The directors may pass a resolution to make by-laws to give effect to this constitution.
- (b) The member and each and every director of the **company** must comply with by-laws as if they were part of this constitution.

15. Notice

15.1. What is notice

Anything written to or from the **company** under any clause in this constitution is written notice and is subject to clauses 15.2 to 15.4, unless specified otherwise.

15.2. Notice to the company

Written notice or any communication under this constitution may be given to the **company**, the directors or the secretary by:

- (a) delivering it to the **company's** registered office;
- (b) posting it to the **company's** registered office or to another address chosen by the **company** for notice to be provided;
- (c) sending it to an email address or other electronic address notified by the **company** to the members as the **company's** email address or other electronic address; or
- (d) sending it to the fax number notified by the **company** to the members as the **company's** fax number.

15.3. Notice to member

- (a) Written notice or any communication under this constitution may be given to the member:
 - (i) in person;
 - (ii) by posting it to, or leaving it at the address of the member in the member register or an alternative address (if any) nominated by the member for service of notices;



- (iii) sending it to the email or other electronic address nominated by the member as an alternative address for service of notices (if any); or
 - (iv) if agreed to by the member, by notifying the member at an email or other electronic address nominated by the member, that the notice is available at a specified place or address (including an electronic address).
- (b) If the **company** does not have an address for the member, the **company** is not required to give notice in person.

15.4. When notice is taken to be given

A notice:

- (a) delivered in person, or left at the recipient's address, is taken to be given on the day it is delivered;
- (b) sent by post, is taken to be given on the third day after it is posted with the correct payment of postage costs;
- (c) sent by email, fax or other electronic method, is taken to be given on the business day after it is sent; and
- (d) given under clause 15.3(a)(v) is taken to be given on the business day after the notification that the notice is available is sent.

16. Financial Year

16.1. Company's financial year

The **company's** financial year is from **1 April** to **31 March**, unless the directors pass a resolution to change the financial year.

17. Indemnity, Insurance and Access

17.1. Indemnity

- (a) The **company** indemnifies each officer of the **company** out of the assets of the **company**, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the **company**.
- (b) In this clause, 'officer' means a director or secretary and includes a director or secretary after they have ceased to hold that office.



- (c) In this clause, 'to the relevant extent' means:
 - (i) to the extent that the **company** is not precluded by law (including the **Corporations Act**) from doing so; and
 - (ii) for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).
- (d) The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the **company**.

17.2. Insurance

To the extent permitted by law (including the **Corporations Act**), and if the directors consider it appropriate, the **company** may pay or agree to pay a premium for a contract insuring a person who is or has been an officer of the **company** against any liability incurred by the person as an officer of the **company**.

17.3. Directors 'access to documents

- (a) A director has a right of access to the financial records of the **company** at all reasonable times.
- (b) If the directors agree, the **company** must give a director or former director access to:
 - (i) certain documents, including documents provided for or available to the directors; and
 - (ii) any other documents referred to in those documents.

18. Winding Up

18.1. Surplus assets not to be distributed to members

If the **company** is wound up, any **surplus assets** must not be distributed to a member or a former member of the **company**, unless that member or former member is a charity described in clause 18.2(a).

18.2. Distribution of surplus assets

- (a) Subject to the **Corporations Act** and any other applicable Act, and any court order, any **surplus assets** (including 'gift funds' defined



in clause 18.4) that remain after the **company** is wound up must be distributed to one or more charities:

- (i) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 2.1;
 - (ii) which also prohibit the distribution of any **surplus assets** to its members to at least the same extent as the **company**; and
 - (iii) that is or are deductible gift recipients within the meaning of the Income Tax Assessment Act 1997 (Cth).
- (b) The decision as to the charity or charities to be given the **surplus assets** must be made by a **special resolution** of the member at or before the time of winding up. If the member does not make this decision, the **company** may apply to the Supreme Court to make this decision.

18.3. Revocation of deductible gift recipient endorsement

If the **company's** deductible gift recipient endorsement is revoked (whether or not the **company** is to be wound up), any surplus gift funds must be transferred to one or more charities that meet the requirements of 18.2(a)(i), (ii) and (iii), as decided by the directors.

18.4. Definitions

For the purpose of this clause:

- (a) 'gift funds' means:
 - (i) gifts of money or property for the principal purpose of the **company**
 - (ii) contributions made in relation to a fund-raising event held for the principal purpose of the **company**, and
 - (iii) money received by the **company** because of such gifts and contributions; and
- (b) 'contributions' and 'fund-raising event' have the same meaning as in Division 30 of the Income Tax Assessment Act 1997 (Cth).



19. Definitions and Interpretation

19.1. Definitions

In this constitution:

Term	Meaning
ACNC Act	Australian Charities and Not-for-profits Commission Act 2012 (Cth)
chairperson	the company's chairperson appointed under clause 8.4
circular resolution	a resolution by directors, without a director's meeting being held, as provided for by clause 11.7
company	the company referred to in clause 1.1
Corporations Act	Corporations Act 2001 (Cth)
directors' agreement	an agreement by the directors to hold a meeting by using any technology, as provided for by clause 11.5
directors' resolution	a resolution passed by a majority of directors, provided for by clause 11.6
directors' quorum	the quorum for a meeting of directors, defined in clause 11.4(a)
general meeting	a meeting of the member
member quorum	a quorum for a general meeting under clause 6.4
member representative	a person appointed as a representative of the member under clause 5.1



Term	Meaning
member resolution	a resolution passed by the member without a general meeting being held
registered charity	a charity that is registered under the ACNC Act
special resolution	a resolution: <ul style="list-style-type: none">(a) of which notice has been given under clause 6.3(e)(iii); and(b) that has been passed by the member entitled to vote on the resolution
surplus assets	any assets of the company that remain after paying all debts and other liabilities of the company , including the costs of winding up
women in need	has the meaning provided under clause 2.1
Zonta Club of Perth	the Zonta Club of Perth Inc ABN 55 339 469759

19.2. Reading this constitution with the Corporations Act

- (a) The replaceable rules set out in the **Corporations Act** do not apply to the **company**.
- (b) While the **company** is a **registered charity**, the **ACNC Act** and the **Corporations Act** override any clauses in this constitution which are inconsistent with those Acts.
- (c) If the **company** is not a **registered charity** (even if it remains a charity), the **Corporations Act** overrides any clause in this constitution which is inconsistent with that Act.
- (d) A word or expression that is defined in the **Corporations Act**, or used in that Act and covering the same subject, has the same meaning as in this constitution.



19.3. Interpretation

In this constitution:

- (a) the words 'including', 'for example', or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression;
- (b) the word 'women' includes girls under 18 years of age; and
- (c) reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations).