

THE HOUSING CONNECTION



Constitution

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CONSTITUTION OF THE HOUSING CONNECTION

Part 1 - Preliminary

1. Interpretation

- (1) In this Constitution, except in so far as the context or subject-matter otherwise indicates or requires:

"ASIC" means the Australian Securities and Investments Commission;

"Board" means the Board of Directors of The Housing Connection, as hereby constituted from time to time;

"Constitution" means the Constitution of The Housing Connection, as amended from time to time;

"director" means a member of the Board who is appointed to perform the duties of director of The Housing Connection, from time to time.

"members" means a member of The Housing Connection whose name appear on the register of members;

"Rules" means the rules made, or amended, by The Housing Connection at a general meeting, from time to time for the management and operation of The Housing Connection;

"Secretary" means any person appointed to perform the duties of company secretary of The Housing Connection, from time to time;

"special general meeting" means a general meeting of The Housing Connection other than the annual general meeting;

"the Act" means the Corporations Act 2001 (Cth);

"The Housing Connection" means The Housing Connection as incorporated under the Corporations Act 2001 (Cth).

- (2) In this Constitution:
- (a) a reference to a function includes a reference to a power, authority and duty; and
 - (b) a reference to the exercise of a function includes, where the function is a duty, a reference to the performance of the duty.
- (3) The provisions of the Interpretation Act, 1897, apply to and in respect of this Constitution in the same manner as those provisions would so apply if this Constitution were an instrument made under the Act.
- (4) The provisions of this Constitution shall replace any existing Constitutions of The Housing Connection and shall take effect on and from the date on which The Housing Connection is incorporated under the Act.

Part 2 - Statement of Objects, Principles and Applications of Principles

The Objects of the Housing Connection are:

To establish, undertake and coordinate activities, which will assist people with disabilities.

Principles

People supported by The Housing Connection have the same basic rights as other members of Australian society. They also have rights needed to ensure that their specific needs are met. Their rights, which apply irrespective of the nature, origin, type or degree of disability, include the following:

- (a) People supported by The Housing Connection are individuals who have the inherent right to respect for their human worth and dignity;
- (b) they have the right to live in, and be part of, the community;
- (c) they have the right to realise their individual capacities for physical, social, emotional and intellectual development;
- (d) they have the same rights as other members of Australian society to services, which will support their attaining a reasonable quality of life;
- (e) they have the right to choose their own lifestyle and to have access to information provided in a manner appropriate to their disability and cultural background, necessary to allow informed choice;
- (f) they have the same rights as other members of Australian society to make the decisions, which affect their lives;
- (g) they have the same rights as other members of Australian society to receive services provided by The Housing Connection in a manner which results in the least restriction of their rights and opportunities;
- (h) they have the right to pursue any grievance in relation to services provided by The Housing Connection without fear of the service being discontinued or of recrimination.
- (i) they have the right to protection from neglect, abuse and exploitation.

Application of Principles

The Housing Connection must apply the principles set out in this part. In particular, services must be designed and administered so as to achieve the following:

- (a) to have, as its focus, the achievement of positive outcomes for persons supported by The Housing Connection, such as increased independence, choice of accommodation options, and integration into the community;
- (b) to ensure that people supported by The Housing Connection have a secure place to live, a choice concerning the people with whom they live, and to live in a manner that maximises their independence;
- (c) to contribute to ensuring that the conditions of the everyday life of persons with disabilities are the same as, or as close as possible to, norms and patterns which are valued in the general community, including the accumulation of assets and possessions of their choice;
- (d) to form part of local, coordinated service systems and other services generally available to members of the community, wherever possible;
- (e) to meet the individual needs and goals of the people receiving a service from The Housing Connection;
- (f) to meet the needs of the people supported by The Housing Connection who experience an additional disadvantage as a result of their gender, ethnic origin, or Aboriginality;
- (g) to ensure that people supported by The Housing Connection have the opportunity to establish and maintain a positive image and status in the community in which they live and promote recognition of their competences;
- (h) to promote the participation of people supported by The Housing Connection in the life of the local community through maximum physical and social integration in that community;
- (j) to ensure that The Housing Connection is accountable to the people it supports, the advocates of those persons, the State and the community generally for the provision of information from which the quality of those services can be judged;
- (k) to provide opportunities for people supported by The Housing Connection to learn and grow, and to reach goals and enjoy lifestyles, which are valued by the community generally, and are appropriate to their chronological age;
- (l) to ensure that people supported by The Housing Connection participate in the decisions that affect their lives, including the selection of the people who will support them;

- (m) to ensure that people supported by The Housing Connection have access to advocacy support where necessary to ensure adequate participation in decision-making about the service they receive;
- (n) to recognise the importance of preserving the family relationships and the cultural and linguistic environments of the people supported by The Housing Connection, and to ensure that they can freely develop relationships with people on whom they can rely, with whom they can share, and with whom they can do things;
- (o) to ensure that appropriate avenues exist for people supported by The Housing Connection to raise and have resolved any grievances about the service, and to ensure that a person raising any such grievance does not suffer any reprisal;
- (p) to provide people supported by The Housing Connection with, and encourage them to make use of, avenues for participating in the planning and operation of the service and programs which they receive and to provide opportunities for consultation in relation to the development of major policy and program changes;
- (q) to respect the rights of people supported by The Housing Connection to privacy and confidentiality.

Part 3 - Membership

2. Membership Qualifications

A person is qualified to be a member of The Housing Connection if, but only if:

- (a) the person is a person referred to in section 231 of the Act and has not ceased to be a member of The Housing Connection at any time after incorporation of The Housing Connection under the Act; or
- (b) the person is a natural person who:
 - (i) has been nominated for membership of The Housing Connection as provided by clause 3; and
 - (ii) has been approved for membership of The Housing Connection by the Board.

3. Nomination for membership

- (1) A nomination of a person for membership of The Housing Connection:
 - (a) shall be made by a member of The Housing Connection in writing in the form set out in Appendix 1 to this Constitution; and
 - (b) shall be lodged with the Secretary of The Housing Connection.
- (2) As soon as practicable after receiving a nomination for membership, the Secretary shall refer the nomination to the Board, which shall determine whether to approve or to reject the nomination.
- (3) Where the Board determines to approve a nomination for membership, the Secretary shall, as soon as practicable after that determination, notify the nominee of that approval and request the nominee to pay within the period of 28 days after receipt by the nominee of the notification the sum payable under this Constitution by a member as entrance fee and annual subscription.
- (4) The Secretary shall, on payment by the nominee of the amounts referred to in clause 3(3) within the period referred to in that clause, enter the nominee's name in the register of members and, upon the name being so entered, the nominee becomes a member of The Housing Connection.

4. Titles

The only authorised titles of members of The Housing Connection will be "Member of The Housing Connection".

5. The Rules

The Housing Connection at a general meeting may, by ordinary resolution, make, alter and repeal the Rules to regulate all matters which by the Constitution are to be, or may be, prescribed by the Rules provided that no rule will have any validity or effect if it amounts to or involves such an alteration of, or addition to, the Constitution as could only be legally made by a special resolution of The Housing Connection in a general meeting.

6. Cessation of Membership

A person ceases to be a member of The Housing Connection if the person:

- (a) dies;
- (b) resigns that membership;
- (c) is expelled from The Housing Connection; or
- (d) fails to pay outstanding fees before the expiry of twelve months from the due date.

7. Membership Entitlements Not Transferable

A right, privilege or obligation which a person has by reason of being a member of The Housing Connection:

- (a) is not capable of being transferred or transmitted to another person;
- (b) terminates upon cessation of the person's membership.

8. Resignation of Membership

- (1) A member of The Housing Connection is not entitled to resign that membership except in accordance with this clause.
- (2) A member of The Housing Connection who has paid all amounts payable by the member to The Housing Connection in respect of the member's membership may resign from membership of The Housing Connection by first giving notice (being not less than 1 month or not less than such other period as the Board may determine) in writing to the Secretary of the member's intention to resign and, upon the expiration of the period of notice, the member ceases to be a member.
- (3) Where a member of The Housing Connection ceases to be a member pursuant to clause 8(2) and in every other case where a member ceases to hold membership, the Secretary shall make an appropriate entry in the register of members recording the date on which the member ceased to be a member.

9. Register of Members

- (1) The Secretary of The Housing Connection shall establish and maintain a register of members of The Housing Connection specifying the name and address of each person who is a member of The Housing Connection together with the date on which the person became a member.
- (2) The register of members shall be kept at the principal place of business of The Housing Connection and shall be open for inspection, free of charge, by any member of The Housing Connection at any reasonable hour.

10. Fees, Subscriptions, etc.

- (1) A member of The Housing Connection shall, upon admission to membership, pay to The Housing Connection a joining fee as determined by the Board at its discretion from time to time.
- (2) In addition to any amount payable by the member under clause 10(1), a member of The Housing Connection shall pay to The Housing Connection an annual membership fee as determined by the Board at its discretion from time to time:
 - (a) except as provided by subclause 10(2)(b), before 1st July in each calendar year; or
 - (b) where the member becomes a member on or after 1st July in any calendar year - upon becoming a member and before 1st July in each succeeding calendar year.

11. Notices

- (1) Any notice required by the Constitution to be served or given by The Housing Connection upon a person may be served upon or given to such person either personally or by sending it electronically or by pre-paid post, addressed to such person at his or her address set out in the register of members or, in the case of a person who is not a member of The Housing Connection, at the last known address of such person.
- (2) A notice, if served or sent by:
 - (a) pre-paid post, will be deemed to have been received by the addressee on the third day following that on which such notice was posted, and in proving such service it will be sufficient to prove that the notice was properly addressed, pre-paid and posted.
 - (b) electronically, will be deemed to have been received by the addressee on the third day following that on which such notice was sent, and in proving such service it will be sufficient to prove that the notice was properly addressed, and sent.

12. Members' Liabilities

- (1) The liability of the members of The Housing Connection is limited.
- (2) Each member of The Housing Connection undertakes to contribute to the assets of The Housing Connection in the event of The Housing Connection being wound up during the time that person is a member of The Housing Connection, or within 1 year after that person ceases to be a member of The Housing Connection, for payment of the debts and liabilities of The Housing Connection contracted before that person ceased to be a member of The Housing Connection, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding \$2.00.

13. Disciplining of Members

- (1) Where the Board is of the opinion that a member of The Housing Connection:
 - (a) has persistently refused or neglected to comply with a provision or provisions of this Constitution; or
 - (b) has persistently and wilfully acted in a manner prejudicial to the interests of The Housing Connection; or
 - (c) is convicted of a criminal offence,the Board may, by resolution:
 - (i) expel the member from The Housing Connection; or
 - (ii) suspend the member from membership of The Housing Connection for a specified period.
- (2) A resolution of the Board under clause 13(1) is of no effect unless the Board, at a meeting held not earlier than 14 days and not later than 28 days after service on the member of a notice under clause 13(3), confirms the resolution in accordance with this clause.
- (3) Where the Board passes a resolution under clause 13(1), the Secretary shall, as soon as practicable, cause a notice in writing to be served on the member:
 - (a) setting out the resolution of the Board and the grounds on which it is based;
 - (b) stating that the member may address the Board at a meeting to be held not earlier than 14 days and not later than 28 days after service of the notice;
 - (c) stating the date, place and time of that meeting; and
 - (d) informing the member that the member may do either or both of the following:
 - (i) attend and speak at that meeting;
 - (ii) submit to the Board at or prior to the date of that meeting written representations relating to the resolution.
- (4) At a meeting of the Board held as referred to in clause 13(3) the Board shall:
 - (a) give to the member an opportunity to make oral representations;

- (b) give due consideration to any written representations submitted to the Board by the member at or prior to the meeting; and
 - (c) by resolution determine whether to confirm or to revoke the resolution.
- (5) Where the Board confirms a resolution under clause 13(4), the Secretary shall, within 7 days after that confirmation, by notice in writing inform the member of the fact and of the member's right of appeal under clause 14.
- (6) A resolution confirmed by the Board under clause 13(4) does not take effect:
- (a) until the expiration of the period within which the member is entitled to appeal against the resolution where the member does not exercise the right of appeal within that period; or
 - (b) where, within that period, the member exercises the right of appeal, unless and until The Housing Connection confirms the resolution pursuant to clause 14(4).

14. Right of Appeal of Disciplined Member

- (1) A member may appeal to The Housing Connection in general meeting against a resolution of the Board which is confirmed under clause 13(4), within 7 days after notice of the resolution is served on the member, by lodging with the Secretary a notice to that effect.
- (2) Upon receipt of a notice from a member under clause 14(1), the Secretary shall notify the Board, which shall convene a general meeting of The Housing Connection to be held within 21 days after the date on which the Secretary received the notice.
- (3) At a general meeting of The Housing Connection convened under clause 14(2):
 - (a) no business other than the question of the appeal shall be transacted;
 - (b) the Board and the member shall be given the opportunity to state their respective cases orally or in writing, or both; and
 - (c) the members present shall vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- (4) If, at the general meeting, The Housing Connection passes a special resolution in favour of the confirmation of the resolution, the resolution is confirmed.

Part 4 – The Board

15. Powers, Duties, and Responsibilities of the Board

- (1) The Board shall be called the Board of Directors of The Housing Connection and, subject to the Act and this Constitution and to any resolution passed by The Housing Connection in general meeting:
 - (a) shall control and manage the property, affairs and activities of The Housing Connection including its sub-committees, will be directed and managed by the Board;
 - (b) may exercise all powers of The Housing Connection other than those powers that are required by the Act, the Constitution or the Rules to be exercised by a general meeting of members of The Housing Connection;
 - (c) has power to perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper management of the affairs of The Housing Connection;
 - (d) may not act contrary to the provisions of the Act, the Constitution or the Rules; and
 - (e) may delegate any of its powers to a director or any other persons or a sub-committee (in accordance with clause 27).
- (2) The Board, for the purposes of the objects of The Housing Connection, may exercise all of the powers of The Housing Connection to borrow money, and to mortgage or charge its undertaking and property (or any part thereof), and to issue debentures, debenture stock and other securities (whether outright or as security for any debt, liability or obligation of The Housing Connection).

- (3) No change to the Constitution or the Rules will invalidate any prior act of the Board which would have been valid if such change had not been made.
- (4) The Board must record minutes of all annual general meetings, general meetings and Board meetings to be entered into books kept for that purpose, in accordance with the Act. Such minutes should be signed by the Chair of the relevant meeting or by the Chair of the next succeeding meeting.
- (5) The Board will have power to appoint, remove and suspend employees of The Housing Connection, to determine their powers and duties, and to make such arrangements and enter into such agreements with them (or any of them) as the Board thinks fit, and (subject to the provisions of the Constitution) to pay them such salaries, wages and other remuneration (by way of pensions, gratuities or otherwise) as the Board may think proper, and the Board may delegate the powers contained in this clause (but not this power of delegation).

16. Constitution and Membership

- 1) The business of The Housing Connection will be conducted by the Board which shall be constituted as follows:
 - a) A Chair, elected in accordance with clause 16(5);
 - b) A Treasurer, elected in accordance with clause 16(6) and
 - c) Up to 6 additional directors each of whom shall be elected pursuant to clause 16(2).
- 2) Term of Appointment of Directors
 - a) A director is elected for three years as nominated in the Notice of Annual General Meeting, subject to clause 16(3).
 - b) At the expiry of a term of appointment, or on earlier retirement under clause 16(3), a director is eligible for re-election provided that no director may serve as a director for a period longer than six consecutive years.
 - c) At the expiry of six consecutive years, a director is not eligible for re-election for a period of twelve months or until the Annual General Meeting in following year whichever occurs first, and then is eligible for re-election under this clause 16(2).
 - d) In determining the term, the period from appointment to a casual vacancy under clause 16(3) to the annual general meeting at which members first elect that director is excluded. A retiring Director remains in office until the end of the meeting.
- 3) Retirement by Rotation
 - a) At each annual general meeting, at least two directors must retire from office.
 - b) The directors to retire by rotation at an annual general meeting are those Directors who have been longest in office since their last election. Directors elected on the same day may agree among themselves or determine by lot which of them must retire.
 - c) A director must retire from office at the conclusion of the third annual general meeting after the meeting at which the Director was elected.
- 4) In the event of a casual vacancy occurring in the membership of the Board, the Board may appoint a member of The Housing Connection to fill the vacancy and the member so appointed shall hold office, subject to this Constitution, until the conclusion of the next annual general meeting following the date of the appointment, at which the Director may be elected and he or she may be taken into account in determining the number of Directors who must retire by rotation at the meeting in accordance with clause 16(2)(a).
- 5) The Board shall appoint a person from members of the Board to hold office as Chair of The Housing Connection, for such term and upon such conditions as it thinks fit. The Board may by resolution at any time remove any Chair so appointed from that office. No person may hold the position of Chair for longer than a consecutive 6-year period.
- 6) The Board may appoint a person from members of the Board to hold office as Treasurer for such term and upon such conditions as it thinks fit. The Board may by resolution at any time remove any Treasurer so appointed from that office. No person may hold the position of Treasurer for longer than a consecutive 6-year period.
- 7) The Directors of The Housing Connection in office immediately before the amendments to this clause 16 of the Constitution becomes effective are the Directors immediately after that time and, for the purposes of Clause 16(2)(b) will each be taken to have held office from the date of the 2019 Annual General Meeting.

17. Election of Members

- (1) Nominations of candidates for election as members of the Board of The Housing Connection:
 - (a) shall be made in writing, signed by 2 members of The Housing Connection and accompanied by the written consent of the candidate (which may be endorsed on the form of nomination); and
 - (b) shall be delivered to the Secretary of The Housing Connection not less than 7 days before the date fixed for the holding of the annual general meeting at which the election is to take place.
- (2) If insufficient nominations are received to fill all vacancies on the Board, the candidates nominated shall be deemed to be elected and further nominations shall be received at the annual general meeting.
- (3) If insufficient further nominations are received, any vacant positions remaining on the Board shall be deemed to be casual vacancies.
- (4) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.
- (5) If the number of nominations received exceeds the number of vacancies to be filled, a ballot shall be held.
- (6) The ballot for the election of members of the Board shall be conducted at the annual general meeting in such usual and proper manner as the Board may direct.
- (7) A nomination of a candidate for election under this clause shall lapse if that candidate has been elected to another office at the same meeting.
- (8) Where the number of members of the Board will fall below the quorum due to retiring under clause 16(2), and/or insufficient nominations are received to ensure a quorum, retiring Board members may continue to act for three (3) months, during which time new members must be appointed to the Board.

18. Chair

The Chair is responsible for chairing meetings of the Board and for developing, articulating and advancing the objects of The Housing Connection. The Chair is entitled to attend and speak at any meeting held by a sub-committee.

A nominated Director or member is responsible for chairing meetings of the Board in the absence of the Chair and any other duties required by the Board.

19. Directors

The Directors are responsible for the successful operation of The Housing Connection's affairs and for the growth and development of the Housing Connection in accordance with the Housing Connection's mission statement and strategic objectives. The Directors are entitled to attend and speak at any meeting held by a sub-committee. The Directors are responsible for fulfilling all the duties of a director of a public company and any other duties required by the Board.

20. Secretary

- (1) The Board will, in accordance with the Act, appoint one (1) or more Secretaries for such term and upon such conditions as it thinks fit. Any Secretary so appointed may be removed by the Board at any time.

- (2) The Secretary of The Housing Connection shall, as soon as practicable after being appointed as Secretary, lodge notice with The Housing Connection of his or her address and contact details.
- (3) Minutes of proceedings at a meeting shall be signed by the Chair of the meeting or by the Chair of the next succeeding meeting.
- (4) It is the duty of the Secretary to:
 - (a) prepare all agendas, notices and correspondence for all members and Board members of any meeting or business of The Housing Connection;
 - (b) keep minutes of:
 - (i) all appointments of members of the Board;
 - (ii) the names of members of the Board present at a Board meeting or a general meeting; and
 - (iii) all proceedings at Board meetings and general meetings; and
 - (c) keep the register of members of The Housing Connection up to date and current and ensure all necessary documents and notices are lodged with ASIC in accordance with the Act.

21. Accounts

- (1) The Board of The Housing Connection shall ensure that:
 - (a) all money due to The Housing Connection is collected and received and that all payments authorised by The Housing Connection are made;
 - (b) correct books and accounts are kept at the registered office showing the financial affairs of The Housing Connection including full details of all receipts and expenditure connected with the activities of The Housing Connection;
 - (c) at least once in every year the accounts of The Housing Connection will be examined and the correctness of the balance sheet ascertained by a qualified auditor.

22. Auditor

- (1) The directors must take all reasonable steps to appoint an auditor within 1 month after the day on which The Housing Connection is registered as a company unless The Housing Connection at a general meeting has appointed an auditor. An auditor so appointed shall hold office until The Housing Connection's first annual general meeting.
- (2) The appointment, remuneration, powers and duties of the auditor of The Housing Connection will be regulated in accordance with the Act, the Constitution and any rules made by The Housing Connection from time to time.

23. Casual vacancies

For the purpose of this Constitution, a casual vacancy in the office of a member of the Board occurs if the member:

- (a) dies;
- (b) ceases to be a member of The Housing Connection;
- (c) ceases to be a director by virtue of the Act;
- (c) becomes bankrupt or makes an arrangement or composition with his or her creditors generally;
- (d) resigns office by notice in writing given to the Secretary;
- (e) is removed from office under clause 24;
- (f) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (g) is absent without the consent of the Board from three (3) consecutive meetings of the Board, and the Board, in its discretion, determines at a meeting of the Board that such absence amounts to a casual vacancy for the purposes of this clause 23.

- (h) becomes prohibited from being a director of a company by reason of any order made under the Act; or
- (i) is directly or indirectly interested in any contract or arrangement (or proposed contract or arrangement) with The Housing Connection but does not declare his or her interest in accordance with clause 27(6).

24. Removal of member

- (1) The Housing Connection in a general meeting may by resolution remove any member of the Board from the office of member before the expiration of the member's term of office and may by resolution appoint another person to hold office until the expiration of the term of office of the member so removed.
- (2) Where a member of the Board to whom a proposed resolution referred to in clause 24(1) relates makes representations in writing to the Secretary or Chair (not exceeding a reasonable length) and requests that the representations be notified to the members of The Housing Connection, the Secretary or the Chair may send a copy of the representations to each member of The Housing Connection or, if they are not so sent, the member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

25. Meetings and Quorum

- (1) The Board shall meet at least 3 times in each period of 12 months at such place and time as the Board may determine.
- (2) Additional meetings of the Board may be convened by the Chair or by any member of the Board.
- (3) Oral or written notice of a meeting of the Board shall be given by the Secretary to each member of the Board at least 48 hours (or such other period as may be unanimously agreed upon by the members of the Board) before the time appointed for the holding of the meeting.
- (4) Notice of a meeting given under clause 25(3) shall specify the general nature of the business to be transacted at the meeting and no business other than that business shall be transacted at the meeting, except business which the Board members present at the meeting unanimously agree to treat as urgent business.
- (5) Any 3 members of the Board constitute a quorum for the transaction of the business of a meeting of the Board.
- (6) No business shall be transacted by the Board unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present the meeting stands adjourned to the same place and at the same hour of the same day in the following week.
- (7) If, at the adjourned meeting, a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall be dissolved.
- (8) At a meeting of the Board the Chair shall be the chair of the meeting; or in their absence once of the remaining members of the Board as may be chosen by the members present at the meeting will act as chair of the meeting.

26. Delegation by Board to Sub-Committee

- (1) The Board may, by instrument in writing, delegate to one or more sub-committees (consisting of such member or members of The Housing Connection as the Board thinks fit) the exercise of such of the functions of the Board as are specified in the instrument, other than:
 - (a) this power of delegation; and
 - (b) a function, which is a duty, imposed on the Board by the Act or by any other law.

- (2) A function the exercise of which has been delegated to a sub-committee under this clause may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.
- (3) A delegation under this section may be made subject to such conditions or limitations as to the exercise of any function the subject thereof, or as to time or circumstances, as may be specified in the instrument of delegation.
- (4) Notwithstanding any delegation under this rule, the Board may continue to exercise any function delegated.
- (5) Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this clause has the same force and effect as it would have if it had been done or suffered by the Board.
- (6) The Board may, by instrument in writing, revoke wholly or in part any delegation under this clause.
- (7) A sub-committee may meet and adjourn as it thinks proper.
- (8) A delegation may empower a sub-committee to invite non-members of The Housing Connection to join that sub-committee 'ex-officio' for a period not exceeding twelve months at a time.

'Ex-officio' members of a sub-committee must be approved by the Board, and must not represent a majority of numbers on the sub-committee. They shall remain 'ex-officio' members only so long as the Board approves.

'Ex-officio' members of a sub-committee may vote on matters before the sub-committee, but shall be bound by clause 27 of The Housing Connection's Rules governing voting and decisions.

27. Voting and decisions

- (1) Questions arising at a meeting of the Board or of any sub-committee appointed by the Board shall be determined by a majority of the votes of members of the Board or sub-committee present at the meeting.
- (2) Each member present at a meeting of the Board or of any sub-committee appointed by the Board (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the Chair may exercise a second or casting vote.
- (3) Subject to clause 25(5), the Board may act notwithstanding any vacancy on the Board.
- (4) Any act or thing done or suffered, or purporting to have been done or suffered, by the Board or by a sub-committee appointed by the Board, is valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any member of the Board or sub-committee.
- (5) Matters to be resolved by circulating resolution will be decided by not less than a two-thirds (2/3) majority of votes entitled to be cast. Any vote on a circulating resolution received by electronic means is taken to have been signed or authorised by the Director under whose name the vote is returned.
- (6) A Director must, as soon as practicable after the relevant facts have come to his or her knowledge, disclose to the Board the nature and extent of any interest he or she has in any contract or arrangement (or proposed contract or arrangement) with The Housing Connection.
- (7) Without prejudice to the provisions of clause 48(2), a Director may not vote in respect of any contract or arrangement (or proposed contract or arrangement) in relation to which he or she

is in any way, whether directly or indirectly, interested or in respect of any matter arising out of such contract or arrangement; and if a Director does so vote, his or her vote will not be counted.

- (8) If there are not enough directors to form a quorum for a directors meeting because of clause 27(7), 1 or more of the directors (including those who have an interest in the matter) may call a general meeting and the general meeting may pass a resolution to deal with the matter.

Part 5 – General Meetings

28. Annual general meetings - holding of

- (1) With the exception of the first annual general meeting of The Housing Connection, The Housing Connection shall, at least once in each calendar year and within the period of 5 months after the expiration of each financial year of The Housing Connection, convene an annual general meeting of its members.
- (2) The Housing Connection shall hold its first annual general meeting within the period of 18 months after its registration under the Act.
- (3) Clauses 28(1) and 28(2) have effect subject to any extension or exemption granted by ASIC under the Act.
- (4) The annual general meeting is to be held in addition to any other meetings held by The Housing Connection in each year.

29. Annual general meetings - calling of and business at

- (1) The annual general meeting of The Housing Connection shall, subject to the Act and to clause 28, be convened on such date and at such place and time as the Board thinks fit.
- (2) In addition to any other business, which may be transacted at an annual general meeting, the business of an annual general meeting shall be:
 - (a) to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting;
 - (b) to receive from the Board reports upon the activities of The Housing Connection during the last preceding financial year;
 - (c) to elect members of the Board of The Housing Connection; and
 - (d) to receive and consider the annual financial report, directors' report and auditor's report for the last financial year that ended before the annual general meeting, which is, required to be submitted to members pursuant to section 317 of the Act; and
 - (e) to appoint the auditor of The Housing Connection at the first annual general meeting (and at each subsequent annual general meeting to fill any vacancy in the office of auditor).
- (3) An annual general meeting shall be specified as such in the notice convening it.

30. Special general meetings - calling of

- (1) The Board may, whenever it thinks fit, convene a special general meeting of The Housing Connection.
- (2) The Board shall, on the requisition in writing of not less than 5 per cent of the total number of members, convene a special general meeting of The Housing Connection.
- (3) A requisition of members for a special general meeting:
 - (a) shall state the purpose or purposes of the meeting;
 - (b) shall be signed by the members making the requisitions;
 - (c) shall be lodged with the Secretary; and
 - (d) may consist of several documents in a similar form, each signed by one or more of the members making the requisition.

- (4) If the Board fails to convene a special general meeting to be held within 1 month after the date on which a requisition of members for the meeting is lodged with the Secretary, any one or more of the members who made the requisition may convene a special general meeting to be held not later than 3 months after that date.
- (5) A special general meeting convened by a member or members as referred to in clause 30(4) shall be convened as nearly as is practicable in the same manner as general meetings are convened by the Board and any member who thereby incurs expense is entitled to be reimbursed by The Housing Connection for any expense so incurred.

31. Notice

- (1) The Secretary shall, at least 21 days before the date fixed for the holding of an annual general meeting, cause to be sent electronically or by post to each member at the member's address appearing in the register of members, a notice specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting in accordance with clause 29(2).
- (2) Except where the nature of the business proposed to be dealt with at a general meeting (which is not an annual general meeting) requires a special resolution of The Housing Connection, the Secretary shall, at least 21 days before the date fixed for the holding of the general meeting, cause to be sent electronically or by post to each member at the member's address appearing in the register of members, a notice specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
- (3) Where the nature of the business proposed to be dealt with at a general meeting requires a special resolution of The Housing Connection, the Secretary shall, at least 21 days before the date fixed for the holding of the general meeting, cause notice to be sent to each member in the manner provided in clause 31(1) specifying, in addition to the matter required under clause 31(1), the intention to propose the resolution as a special resolution.
- (4) The Housing Connection may call a general meeting or an annual general meeting on shorter notice in accordance with section 249H of the Act.
- (5) No business other than that specified in the notice convening a general meeting shall be transacted at the meeting except, in the case of an annual general meeting, business that may be transacted pursuant to clause 29(2).
- (6) A member desiring to bring any business before a general meeting may give notice in writing of that business to the Secretary who shall include that business in the next notice calling a general meeting given after receipt of the notice from the member.

32. Procedure

- (1) No item of business shall be transacted at a general meeting unless a quorum of members entitled under this Constitution to vote is present during the time the meeting is considering that item.
- (2) Five members present in person (being members entitled under this Constitution to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting.
- (3) If, within half an hour after the appointed time for the commencement of a general meeting, a quorum is not present, the meeting if convened upon the requisition of members shall be dissolved and in any other case shall stand adjourned to the same day in the following week at the time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.

- (4) If, at the adjourned meeting, a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present (being not less than 3) shall constitute a quorum.

33. Presiding member

- (1) The Chair or, in the Chair's absence, a nominated Director or member, shall preside as Chair at each general meeting of The Housing Connection.

34. Adjournment

- (1) The Chair of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- (2) Where a general meeting is adjourned for 14 days or more, the Secretary shall give written or oral notice of the adjourned meeting to each member of The Housing Connection stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- (3) Except as provided in clauses 34(1) and (2), notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

35. Making of decisions

- (1) A question arising at a general meeting of The Housing Connection shall be determined on a show of hands and, unless before or on the declaration of the show of hands a poll is demanded, a declaration by the Chair that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of The Housing Connection, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- (2) At a general meeting of The Housing Connection, a poll may be demanded by the Chair or by not less than 3 members present in person or by proxy at the meeting.
- (3) Where a poll is demanded at a general meeting, the poll shall be taken:
 - (a) immediately in the case of a poll which relates to the election of the Chair of the meeting or to the question of an adjournment; or
 - (b) in any other case, in such manner and at such time before the close of the meeting as the Chair directs, and the resolution of the poll on the matter shall be deemed to be the resolution of the meeting on that matter.

36. Special resolution

A resolution of The Housing Connection is a special resolution if:

- (a) it is passed by a majority which comprises not less than three-quarters of such members of The Housing Connection as, being entitled under this Constitution so to do, vote in person or by proxy at a general meeting of which not less than 21 days' written notice specifying the intention to propose the resolution as a special resolution was given in accordance with this Constitution; or
- (b) where it is made to appear to the Board that it is not possible or practicable for the resolution to be passed in the manner specified in paragraph (a) - the resolution is passed in a manner specified by the Board.

37. Voting

- (1) Upon any question arising at a general meeting of The Housing Connection a member has one vote only.

- (2) All votes shall be given personally or by proxy in accordance with section 249X of the Act.
- (3) In the case of an equality of votes on a question at a general meeting, the Chair of the meeting is entitled to exercise a second or casting vote.
- (4) A member or proxy is not entitled to vote at any general meeting of The Housing Connection unless all money due and payable by the member or proxy to The Housing Connection has been paid, other than the amount of the annual subscription payable in respect of the then current year.

38. Appointment of proxies

- (1) A member who is entitled to attend and vote at a meeting of members may appoint a person as the member's proxy to attend and vote for the member at the meeting by notice given to the Secretary no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.
- (2) The notice appointing the proxy shall be in the form set out in Appendix 2 to this Constitution.

Part 6 - Miscellaneous

39. Insurance

- (1) The Housing Connection shall affect and maintain insurance pursuant to section 44 of the Act.
- (2) In addition to the insurance required under clause 39(1), The Housing Connection may affect and maintain other insurance.

40. Funds - source

- (1) The funds of The Housing Connection shall be derived from entrance fees and annual subscription of members, donations and, subject to any resolution passed by The Housing Connection in general meeting, such other sources as the Board determines.
- (2) All money received by The Housing Connection shall be deposited as soon as practicable and without deduction to the credit of The Housing Connection's bank account.
- (3) The Housing Connection shall, as soon as practicable after receiving any money, issue an appropriate receipt.

41. Funds - management

- (1) The assets and income of The Housing Connection shall be applied solely in furtherance of its above-mentioned objectives and no portion shall be distributed directly or indirectly to the members of the organisation except as bona fide compensation for services rendered or expenses incurred on behalf of The Housing Connection.
- (2) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by any 2 members of the Board or employees of The Housing Connection, being members or employees authorised to do so by the Board.

42. Alteration of objects and rules

The statement of objects and this Constitution may be altered, rescinded or added to only by a special resolution of The Housing Connection.

43. Execution of documents

- (1) The common seal of The Housing Connection shall be kept in the custody of the Secretary.
- (2) The common seal shall not be affixed to any document except by the authority of the Board and the affixing of the common seal shall be attested by the signatures either of 2 directors or of a director and a Secretary.
- (3) A document may be executed without using the common seal if the document is signed by:
 - (a) two directors; or
 - (b) a director and a secretary.

44. Custody of books, etc.

Except as otherwise provided by this Constitution, the Secretary shall keep in his or her custody or under his or her control all records, books and other documents relating to The Housing Connection.

45. Inspection of books, etc.

The records, books and other documents of The Housing Connection shall be open to inspection, free of charge, by a member of The Housing Connection at any reasonable hour.

46. Service of notices

- (1) For the purpose of this Constitution, a notice may be served by or on behalf of The Housing Connection upon any member either personally or by sending it by post to the member at the member's address shown in the register of members.
- (2) Where a document is sent to a person by properly addressing, prepaying and posting to the person a letter containing the document, the document shall, unless the contrary is proved, be deemed for the purposes of this Constitution to have been served on the person at the time at which the letter would have been delivered in the ordinary course of post.

47. Surplus property

- (1) If, upon the winding up or dissolution of The Housing Connection, there remains after the satisfaction of all debts and liabilities any property whatsoever, such property will not be paid to or distributed among the Members of The Housing Connection, but will be given or transferred to some other institution or institutions having objects similar to the objects of The Housing Connection, and which prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on The Housing Connection under clause 48. Such institution(s) are to be determined by the Board at or before the time of winding up or dissolution, or, in default thereof, by a judge in Equity of the Supreme Court of New South Wales, and if and so far as effect cannot be given to the foregoing provision, then to some charitable object.
- (2) If The Housing Connection is wound up or if the endorsement of the organisation as a deductible gift recipient is revoked, the following assets remaining after the payment of the organisation's liabilities shall be transferred to a fund, authority or institution to which income tax deductible gifts can be made:
 - Gifts of money or property for the principal purposes of the organisation
 - Contributions made in relation to an eligible fundraising event held for the principal purposes of the organisation
 - Money received by the organisation because of such gifts and contributions

Part 7 - Additional Rules Applicable to Charities

48. Payment, etc., of office bearers and members

- (1) The income and property of The Housing Connection will be applied solely towards the promotion of the objects of The Housing Connection.
- (2) A member of the Board shall not be appointed to any salaried office of The Housing Connection or any office of The Housing Connection paid by fees, and no remuneration or other benefit in money or money's worth shall be given by The Housing Connection to any member of the Board except that nothing will prevent:
 - (a) repayment of out-of-pocket expenses such as travelling and other expenses properly incurred in:
 - (i) attending directors' meetings or any meetings of sub-committees of directors;
 - (ii) attending any general meetings of The Housing Connection;
 - (iii) connection with The Housing Connection's business;
 - (b) interest at a rate not exceeding interest at the rate for the time being which is or would be charged by The Housing Connection's bankers for money lent to The Housing Connection; and
 - (c) reasonable and proper rent for premises let to The Housing Connection.
- (3) All other payments not referred to in clause 48(2) which The Housing Connection makes to its directors are subject to approval of the Board.

49. Vacation of office

Without limiting the operation of clause 23, the office of a member of the Board shall become vacant if:

- (a) The member holds an office of profit in The Housing Connection;
- (b) The member is directly or indirectly interested in any contract or proposed contract with The Housing Connection.

Appendix 2

PROXY FORM

THE HOUSING CONNECTION

I
of
in the State/Territory of being a member of The Housing
Connection entitled to vote at its general meeting, hereby appoint
..... of
or, failing such person,
..... of
or, in the event that no proxy or alternate proxy is specified above or such person is absent
from the general meeting, I hereby appoint the Chair of the meeting as my proxy to vote for me
and on my behalf at the annual general meeting / the general meeting of

to be held on the day of 20, and at any adjournment
thereof.

The proxy may vote as he or she thinks fit.

Signed this day of 20

.....