

## CONSTITUTION OF FOUNDATION HOUSING LTD

### 1. DEFINITIONS AND INTERPRETATIONS

1. 1 Where used herein, the following expressions shall have the meanings assigned to them below

“The Act” means the legislation governing company law in Australia;

“Board Appointed Directors” are those members of the Board appointed by the Board in accordance with section 14.1 (b) of this Constitution;

“By-laws” means the by-laws and policies made by the Board from time to time under this Constitution;

“Chairperson” means the Director elected by the Board to the position of Chairperson;

“Chief Executive Officer” means the existing most senior employee in the Company;

“Community Housing Asset” has the meaning contained in the Framework;

“Company” means Foundation Housing Ltd;

“Constitution” means this Constitution and any substituted or amended constitution being in force at the relevant time;

“Deductible Gift Recipient” means an institution, fund or authority that is endorsed as a deductible gift recipient by the Federal Commissioner of Taxation (or their delegate) under Division 30 of the Income Tax Assessment Act 1997 (Cth) or is a specifically listed deductible gift recipient under that Division;

“Deductible Contributions means:

- (a) a contribution of money or property as described in column 2 of item 7 of the table contained in section 30-15 of the Income Tax Assessment Act 1997 (Cth) in relation to a fundraising event; or
- (b) a contribution of money as described in column 2 of item 8 of the table contained in section 30-15 of the Income Tax Assessment Act 1997 (Cth) in relation to a successful bidder at an auction that was a fundraising event, held for the purpose of the Company”

“Director” means a member of the Board;

“Framework” means the Community Housing Regulatory Framework prepared by the Housing Authority as amended from time to time;

“Generally Elected Directors” are those members of the Board appointed by the Company’s members in accordance with section 14.1 (a) of this Constitution;

“Housing Authority” means the Housing Authority as defined in the Housing Act 1980 (WA) as amended from time to time;

“Housing Authority Legal Agreement” means any legal agreement between the Company and the Housing Authority;

“Member” means the members for the time being of the Company;

“Nominee” means the nominated representative of an organisational member of the Company.

“Registered Community Housing Provider” is an organisation that provides community housing in Western Australia and that has successfully achieved registration under the Framework as a tier 1, 2 or 3 provider;

“Registered Public Benevolent Institution” has the meaning contained in section 995-1(1) of the Income Tax Assessment Act 1997 (Cth);

## **2. NAME**

2.1 The name of the Company is Foundation Housing Ltd.

## **3. OBJECTS**

3.1 The Company exists for the following purposes:

- (a) To acquire, construct and provide low cost and affordable housing stock for people in poverty, with low income, who are homeless, socially marginalised, inadequately housed or otherwise disadvantaged;
- (b) To own and manage a portfolio of housing stock for rental to people on low income in housing need;
- (c) To provide property and tenancy management services for the provision of low cost rental housing;
- (d) To develop models for the supply, management and ownership of affordable housing in conjunction with private institutions, government and community agencies;

- (e) To provide opportunities for the involvement of tenants in the operations of the Company;
- (f) To work in partnership with the community to ensure that tenants have access to the support services they require;
- (g) To pursue its objectives/goals within a community development framework; and
- (h) To undertake local housing research to ensure that the Company's housing outcomes enhance the community capacity and well-being where its operations are located.

#### **4. THE COMPANY**

##### **4.1 The Company:**

- (a) is a company limited by guarantee;
- (b) is not carried on for the purpose of profit or gain to its individual members; and
- (c) will apply any operating surplus or other income in promoting its objects.

#### **5. EFFECT OF CONSTITUTION**

##### **5.1 This Constitution has the effect as a contract:**

- (a) between the Company and each member;
- (b) between the Company and each Director; and
- (c) between a member and each other member.

#### **6. BY-LAWS AND POLICIES**

- 6.1 The Directors shall establish and publish by-laws and policies to guide the operation and decision-making of the Company and provide direction to members and employees in areas not otherwise covered by the Act or this Constitution.
- 6.2 By-laws and policies shall not be inconsistent with any element of the Act or this Constitution.
- 6.3 By-laws and policies adopted by the Board may be altered, rescinded or added to when necessary by the Board.

## **7. ALTERATION OF OBJECTS**

- 7.1 The statement of objects and these rules may be altered, rescinded or added to by a special resolution of the Company, in accordance with the Law governing the operations of companies from time to time.

## **8. MEMBERSHIP**

### **General**

- 8.1 The members of the Company will be:
- (a) the persons who consented to become Members in the Company's application for registration; and
  - (b) any other persons, corporations or organisations whom have agreed in writing to support the objects specified in this Constitution and whom the Directors have agreed admit to membership in accordance with this Constitution.
- 8.2 The categories of membership will be:
- (a) Ordinary membership  
A person who has expressed an interest in the work of the Company and has agreed to be bound by the Constitution and any by-laws adopted from time to time shall be eligible for ordinary membership.
  - (b) Organisational membership  
A corporation or organisation engaged in activities or services related to the Company's Objects which has agreed to be bound by the Constitution and any by-laws adopted from time to time shall be eligible for organisational membership.
- 8.3 Employees of the Company are ineligible for membership of the Company.
- 8.4 An application for membership shall be in a form and lodged with the Company in a manner approved by the Board and included in the by-laws.
- 8.5 The Board may either determine on the admission or rejection of an application for membership based on the criteria for membership set out in this Constitution or delegate such determination to any staff member or committee appointed by it for such purpose. In no case shall the Board or its delegate/s be required to give any reason for the rejection of an applicant.
- 8.6 Any corporation or organisation which is a member of the Company may by written notice to the Public Officer appoint an individual to act

as its representative in all matters connected with the Company as permitted by the Act.

- 8.7 The rights and privileges of every member will be personal to each member and will not be transferable by the Member's own act or by operation of law.

### **Membership fees and subscriptions**

- 8.8 Should the Board reject an application for membership, the membership fee shall be refunded to the applicant.
- 8.9 The membership fee and annual subscription to be paid by each member shall be the amount decided by the Board from time to time.
- 8.10 The Board shall determine a fee to be paid for all unwaged members to ensure that membership is accessible for low income tenants and other interested persons.
- 8.11 All annual subscriptions shall become due and payable in advance of the anniversary date of being accepted as a member of the Company.

### **Register of members**

- 8.12 The Public Officer of the Company shall establish and maintain a register of members of the Company specifying the name and address of each person who is a member of the Company together with the date on which the person became a member.
- 8.13 The register may be kept in electronic form.
- 8.14 The register of members shall be kept at the principal place of administration of the Company and shall be open for inspection, free of charge, by any member of the Company at any reasonable hour. This sub-clause does not give members the right to copy the register or membership database.
- 8.15 The register of members will include the name of the nominated representative of each organisational member.

## **9. CESSATION OF MEMBERSHIP**

### **9.1 Unpaid subscription**

If the subscription of a member remains unpaid for a period of two calendar months after it becomes due and notice of the default has been sent to them at any time after the subscription fell due, the member may be debarred from all privileges of membership.

- 9.2 The Board may reinstate the member on payment of all arrears but is not required to do so.

### 9.3 Resignation

A member may at any time by giving notice in writing to the Public Officer resign their membership of the Company but shall continue to be liable for any annual subscription and all arrears due and unpaid at the date of resignation and for all other moneys due by him or her to the Company and in addition for any sum not exceeding \$100.00 for which he or she is liable as a member of the Company under this Constitution.

### 9.4 Unbecoming conduct

9.4.1 If any member refuses or neglects to comply with the provisions of the Constitution or is guilty of conduct which in the opinion of the Board is unbecoming of a member or prejudicial to the interests or objects of the Company, the Board has the power by resolution to censure, suspend, fine or expel the member from the Company.

9.4.2 The member must be given a reasonable opportunity to give an explanation or defence orally or in writing before the meeting passes any resolution. The cost of attendance at the meeting will be met by the member.

9.4.3 Any such member may, by notice in writing lodged with the Public Officer within 14 days after the meeting at which such a resolution is passed by the Board, elect to have the question dealt with by the Company at the next annual General Meeting.

9.4.4 In the event that the member elects to have the matter dealt with at the next annual General meeting of the Company, the resolution of the Board will have no effect unless it is a resolution for suspension or expulsion of the member, in which event the member will be suspended until the next annual General Meeting.

9.4.5 If at such annual General Meeting, the same resolution is passed as an ordinary resolution, the member shall be dealt with accordingly and in the case of a resolution for his or her expulsion, the member shall be expelled.

### 9.5 Corporate and organisational members

Any corporation or organisation which is a member of the Company may by written notice to the Public Officer remove any nominee of the corporation or organisation.

### 9.6 Inactive members

9.6.1 If a member fails to attend two consecutive general meetings without prior notice, the Board has the power by resolution to

consider the member as an inactive member and to expel the member from the Company.

9.6.2 A member expelled in accordance with 9.6.1 shall continue to be liable for any annual subscription and all arrears due and unpaid at the time of expulsion and for all other moneys due by him or her to the Company and in addition for any sum not exceeding \$100.00 for which he or she is liable as a member of the Company under this Constitution

9.6.3 Where the subscription of a member expelled under 9.6.1 is paid, the member will be entitled to a refund representing the period from the time of expulsion until the time of subscription expiry.

## **10. MEMBERS' OBLIGATIONS**

10.1 The liability of members is limited.

10.2 Every member of the Company undertakes to contribute to the assets of the Company in the event of the Company being wound up while he or she is a member, or within one year after he or she ceases to be a member, for the payment of the debts and liabilities of the Company (contracted before he or she ceases to be a member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributions among themselves, such amount as may be required not to exceed one hundred dollars (\$100.00).

## **11. GENERAL MEETINGS**

11.1 Annual General Meetings

11.1.1 An annual General Meeting of the Company will be held in every year at such time and at such place as the Board thinks fit.

11.1.2 Unless the Board determines otherwise, the annual General Meeting will be held within 5 months of the end of the financial year.

11.1.3 An annual General Meeting shall be specified as such in the notice convening it.

11.1.4 In addition to any other business which may be transacted at an annual General Meeting, the business at an annual General Meeting shall be:

- (a) To receive and consider the Statement of Financial Performance for the period ended 30 June and the Statement of Financial Position as at 30 June, both duly audited.

- (b) To appoint an auditor
- (c) To elect Directors to vacant Board positions

11.1.5 For the purposes of 11.1.4, all business shall be special that is transacted at an annual General Meeting, with the exception of the consideration of accounts, the report of auditors and the appointment of auditors.

## 11.2 General meetings

11.2.1 The Board may whenever it thinks fit convene a General meeting of the Company.

11.2.2 General Meetings shall be convened on the requisition of eight (8) members of the Company or 10 per cent of all members of the Company, whichever is the greater, in accordance with the provisions of the Act.

11.2.3 Subject to the provisions of the Act, 21 days notice at the least (exclusive of the day on which the notice is served or deemed to be served) and exclusive of the day and hour of meeting and in the case of special business the general nature of that business shall be given to such persons who are entitled to receive such notices.

## 12. PROCEEDINGS AT GENERAL MEETINGS

### 12.1 Quorum

12.1.1 No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business.

12.1.2 Subject to section 12.2.3, a quorum for a General Meeting is 50% of all Members of the Company.

12.1.3 For the purposes of determining whether a quorum is present at any General Meeting (including any adjourned meeting), persons attending as a proxy or Nominee must be included, except that if a person attending as a proxy and/or a Nominee is also a Member, that person must only be counted once.

### 12.2 Failure to achieve quorum

12.2.1 If within 30 minutes from the time appointed for the meeting a quorum is not present, the meeting if convened upon requisition of the members shall be dissolved.



12.2.2 In any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board may determine.

12.2.3 If at the adjourned meeting a quorum is not present within 30 minutes from the appointed time for the meeting, the members present (being not less than 5) shall be a quorum.

### 12.3 Adjournments

12.3.1 The Chairperson of any 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.

12.3.2 Where a meeting is adjourned for 30 days or more, written notice of the adjourned meeting shall be given as in the case of the original meeting.

12.3.3 Subject to (above clause) it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.

## 13. VOTING

### 13.1 General

13.1.1 Each member entitled to vote has one vote.

13.1.2 No member shall be entitled to vote at any General Meeting if his or her annual subscription is more than one month in arrears at the date of the meeting.

13.1.3 An individual member who may also be the nominee of an organisational member shall only be entitled to one vote and shall not be entitled to be appointed as a proxy by the organisational member of which he or she is the nominee.

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

- (a) by the Chairperson; or
- (b) by at least three (3) members present.

13.1.5 Unless a poll is demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried or carried

unanimously or lost, and an entry to that effect in the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number of proportion of the votes recorded in favour or against the resolution.

13.1.6 The Chairperson may determine any dispute about the admission or rejection of a vote.

13.1.7 The demand for a poll may be withdrawn.

## 13.2 Votes by Proxy

13.2.1 A member entitled to vote may appoint a proxy by a written appointment signed by the appointer.

13.2.2 A member entitled to vote which is a corporation or organisation may appoint a proxy by a written appointment executed in accordance with the Act.

13.2.3 A proxy need not be a member.

13.2.4 Appointment of a proxy must be in a form approved by the Directors. Schedule 1 sets out the form which will be taken to be approved by the Directors unless they resolve to use a different form.

## 14. COMPOSITION OF THE BOARD

### General

14.1 The maximum number of Directors shall be nine (9) comprising:

(a) Generally Elected Directors (“GE Directors”):

A maximum of six (6) Directors elected by the members of the Company

(b) Board Appointed Directors (“BA Directors”):

A maximum of three (3) Directors appointed by the Board of Directors of the Company.

14.2 All GE Directors must be an ordinary member of the Company.

### GE Directors

14.3 A GE Director will be elected for a term of three (3) years and subject to section 14.4, is eligible for re-election as a GE Director.

- 14.4 Subject to section 14.8, a person must not serve more than 3 terms as a GE Director, regardless of whether such terms are served consecutively or not.
- 14.5 For the avoidance of doubt, a person who has served 3 or less terms as a GE Director (regardless of the length of each term) is, subject to section 14.10, eligible to be appointed as a BA Director.
- 14.6 If a person is part way through a term as a GE Director as at 22 November 2019, that term is included for the purposes of section 14.4.
- 14.7 Subject to section 14.8, if a person has completed a term as a GE Director on or before 22 November 2019, all such completed terms (regardless of the length of each term) are included for the purposes of section 14.4.
- 14.8 If a person has served as a GE Director at any time during 2011, any terms served by those persons as a GE Director before 1 January 2016 are excluded for the purposes of section 14.4.

### **BA Directors**

- 14.9 A BA Director will be elected for a term of one (1) year and subject to section 14.10, is eligible for re-election as a BA Director.
- 14.10 Subject to section 14.12, a person must not serve more than 4 terms as a BA Director, regardless of whether such terms are served consecutively or not.
- 14.11 For the avoidance of doubt, a person who has served 4 or less terms as a BA Director is, subject to section 14.4, eligible to be appointed as a GE Director.
- 14.12 If a person has completed a term as a BA Director on or before 22 November 2019, all such completed terms are excluded for the purposes of section 14.10.

## **15. QUALIFICATIONS OF DIRECTORS**

### **Minimum Qualifications Of All Directors**

- 15.1 All Directors of the Company shall demonstrate the required level of qualifications, knowledge, skills and expertise adopted as by-laws by resolution of the Board.

### **Qualifications of Generally Elected Directors**

- 15.2 Each Director elected by the members in accordance with 14.1 (a) of this Constitution must demonstrate expertise in at least one of the following areas of expertise:

- (a) Financial management;
- (b) Legal issues;
- (c) Asset management;
- (d) Organisational management, including human resource management and occupational health and safety;
- (e) Community development and services;
- (f) Affordable housing provision;
- (g) any such expertise as may be determined by the Board from time to time; or
- (h) be an existing tenant of the Company

### **Qualifications of Board Appointed Directors**

15.3 The by-laws of the Company shall set the minimum criteria to be met for all Directors in relation to the areas of expertise nominated in (a) through (h).

## **16. ELECTION OF DIRECTORS BY MEMBERS**

### **Rotation of Directors**

16.1 All GE Director positions that will become vacant at an Annual General Meeting must be notified to the Members of the Company at least forty two (42) days prior to the Annual General Meeting.

### **Nomination process**

16.2 Any person wishing to nominate as a Director must:

- (a) complete and submit a written nomination in a form approved by the Board;
- (b) demonstrate in writing that they meet the qualifications for the vacant Directors' positions

16.3 The written nomination form and any other related documentation must be lodged with the registered office of the Company at least 28 days prior to the Annual General Meeting.

16.4 At least 14 days prior to the Annual General Meeting, each member shall be provided with a summary of all written nominations received as prescribed by section 16.3 (a) of this Constitution.

16.5 If the number of nominations exceeds the number of vacancies, an election will be held.

## **17. DIRECTORS REMUNERATION**

17.1 No payment will be made to any Director of the Company other than for all reasonable expenses that have been pre-approved by the Directors and which are the payment of:

- (a) out-of-pocket expenses incurred by the Directors in the performance of any duty as Director of the Company where the amount payable does not exceed an amount previously approved by the Directors of the Company;
- (b) any service rendered to the Company by the Director in a capacity other than in the capacity as Director, where the provision of the service has the prior approval of the Directors of the Company and where the amount payable is approved by the Directors of the Company and is not more than the amount which commercially would be reasonable payment for the service;
- (c) an indemnity, exemption or insurance premium in respect of a liability incurred in respect of a liability incurred as a Director to which subsection 212 (1) of the Act refers.

17.2 Notwithstanding clause 17.1, the members may approve a resolution for the general remuneration of Directors at each annual General Meeting. Such a resolution shall include the maximum annual amount of remuneration for the Board and remuneration expenditure shall not exceed the maximum amount agreed by the members during the 12 month period from the date of the annual General Meeting.

## **18. REMOVAL OF DIRECTORS**

18.1 The Company may by ordinary resolution at a General Meeting of which notice has been given remove any Director before the expiration of his or her term of office. Any resolution having the effect of removing a Director will not be deemed as passed unless a simple majority of the members present has voted in favour of the resolution at the relevant General Meeting.

18.2 The office of a Director shall become vacant if a Director:

- (a) resigns his or her office by notice in writing to the Company;
- (b) is absent without permission of the Board for more than 3 consecutive Board meetings;
- (c) holds any office of profit in the Company (although payments made under clauses 19.1 and 19.2 of this Constitution does not constitute a profit);

- (d) ceases to be a member of the Company, under clause 14.2 of this Constitution;
- (e) a Director whose person or estate is liable to be dealt with in any way under law relating to mental health; or
- (f) engages in any activity lawful or unlawful that may bring the Company into disrepute.

## **19. FILLING CASUAL VACANCIES**

- 19.1 The Board may appoint a Director to the Board to fill a casual vacancy.
- 19.2 The Board shall determine that the qualifications of the Director filling the casual vacancy meet the needs of the company as prescribed in this Constitution.
- 19.3 A person appointed under clause 19.1 will hold office for the period for which the Director replaced would have held office.

## **20 POWERS AND DUTIES OF THE BOARD**

- 20.1 The business of the Company shall be managed by the Board who may exercise all such powers that the Act or this Constitution bestows and do not require to be exercised at a general meeting.
- 20.2 Without limiting the generality of clause 20.1, the Directors may exercise all the powers of the Company to:
  - (a) borrow money;
  - (b) change any property of the Company; and
  - (c) appoint, supervise and remove employees including the determination of their pay and to describe their responsibilities.
- 20.3. The Board may make by-laws from time-to time and amend or vary the by-laws to regulate the affairs of the Company.
- 20.4 The Board may delegate any of its powers or functions (not being duties imposed on it by general law) to specified Committees, members or employees. The Board may not delegate the power to delegate under this sub-clause.
- 20.5 The funds of the Company shall be used in pursuance of the objects of the Company in such manner as the Board determines.

## **21. PROCEEDING OF BOARD MEETINGS**

### **21.1 Board meetings defined**

For the purpose of this Constitution a Board meeting shall mean a meeting of Directors:

- (a) assembled in person on the same day at the same time and place; or
- (b) where the Directors communicate with each other by any technological means by which they are simultaneously able to hear one another and to participate in discussion notwithstanding they are not physically present in the same place.

### **21.2 Frequency of meetings**

The Board shall meet at least six (6) times per year and will meet as often as it determines is necessary in order to conduct the business of the Company.

### **21.3 Convening meetings**

21.3.1 An annual calendar of regular Board meetings will be prepared and approved by the Board in advance.

21.3.2 Any meeting of the Board can be convened by the Chairperson or by any two members of the Board.

21.3.3 Notice of a meeting of the Board shall be given by the CEO to each Director at least 5 days before the time appointed for the holding of the meeting.

21.3.4 Notice of a meeting given under clause 21.3.2 shall specify the general nature of the business to be transacted at the meeting and no other businesses other than that business shall be transacted at the meeting, except business which the Directors present at the meeting unanimously agree to treat as urgent business.

21.4 Quorum

The quorum necessary for the transaction of the business of the Board shall be:

Number of Directors	Quorum
7 or less	4
8	5
9	5

21.5 Decision-making

21.5.1 Each Director has one vote.

21.5.2 Subject to this Constitution, questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present.

21.6 If at any Board meeting the Chairperson is not present within 10 minutes of the time appointed for the meeting to begin, the Deputy Chairperson shall then be the Chairperson for the duration of that meeting

21.7 If at any Board meeting neither the Chairperson nor the Deputy Chairperson are not present within ten (10) minutes of the time appointed for the meeting to begin then the Directors present shall elect a Director to be the Chairperson of that meeting.

**22. DIRECTORS INTERESTS**

22.1 Defining a Conflict of Interest

For the purposes of this Constitution, a conflict of interest is any situation where a conflict arises between a Director’s personal or other professional interest and their role and responsibilities as a Director of the Company, which could influence performance and/or decision-making.

A conflict of interest exists if it could be seen that preferential treatment is being given to a Director, their friends, family or relatives, business partners, employers or associates.

Conflicts of interest:

- (a) can involve pecuniary or non-pecuniary interests;
- (b) can be actual, potential or perceived; or



- (c) can include situations where a Director has no direct responsibility for decision-making as it could be perceived that, regardless of who makes particular decisions, the Director with an interest could have an influence in how another colleague or the Board comes to a particular decision.

## 22.2 Declarations of Interest

22.2.1 Each Director must disclose to the Company any direct or indirect interest in a matter before the Directors and, in the case of a contract, provide the Company with the names of the parties to the contract, particulars of the contract and the Directors interest in the contract. Failure by a Director to disclose under this clause will not render void or voidable a contract in which the Director has an interest.

22.2.2 Each disclosure made as required by clause 25.2.1 will be completed in writing by the Director. Schedule 2 sets out the form which will be taken to be approved by the Directors unless they resolve to use a different form.

22.2.3 Prior to the commencement of each Board meeting, Directors shall be requested to disclose details of any interest in a matter relating to the business to be transacted at the meeting.

## 22.3 Handling declarations of interest

22.3.1 The Board shall take effective measures to resolve the conflict and could include (but not be limited to):

- (a) No further action being taken as it is considered the conflict is eliminated by disclosure
- (b) Requesting that the Director relinquish or divest themselves of the interest that creates the conflict
- (c) Limiting a Director's access to relevant information
- (d) Making arrangements to ensure the Director's absence from any part of the decision-making process in relation to the conflict.

22.3.2 The action taken by the Board to resolve the conflict will be recorded in the minutes.

22.3.3 The declaration of the interest by the Director will be recorded in the Register of Directors and Employees Interests.

## **23. OFFICE BEARERS**

- 23.1 The office bearers of the Company shall be the Chairperson and Deputy Chairperson.
- 23.2 The office bearers will be elected by the Board to a maximum one (1) year term.
- 23.3 All office bearer positions will be declared vacant at the commencement of the first Board meeting following each annual General Meeting.

### **Chairperson**

- 23.4 The Chairperson will:
- (a) oversee the preparation of meeting agendas;
  - (b) ensure meeting rules of the interim Board are followed;
  - (c) chair meetings;
  - (d) act as a spokesperson for the Company;
  - (e) ensure action is taken on all decisions made at meetings; and
  - (f) ensure Directors follow all approved policy and procedures.

### **Deputy Chairperson**

- 23.5 The Deputy Chairperson will:
- (a) assist the Chairperson in the performance and exercise of his or her duties as requested;
  - (b) act in and exercise the office of the Chairperson in the absence of the Chairperson or in the event of his or her inability to perform in the office; and
  - (c) perform such other duties and functions as the Board may decide.

## **24. COMMITTEES**

- 24.1 The Board may delegate any of their powers, other than those which by law must be dealt with by the Directors as a Board, to a committee or committees.
- 24.2 Any delegation of powers to a committee must be recorded in writing and at least one (1) Director must be present at any Committee meeting in order to exercise any powers delegated by the Board.

24.3 The Board may appoint members to a Committee who are not Directors or members of the Company.

## **25. MINUTES AND REGISTERS**

25.1 The Board of Directors shall cause minutes to be made of:

- (a) all appointments of officers and servants;
- (b) the names of Directors present at all meetings of the Company; and
- (c) decisions at all general meetings and meetings of the Board.

25.2 The minutes of proceedings shall be signed by the Chairperson of the meeting or by the Chairperson of the next succeeding meeting, subject to their approval by the relevant meeting.

25.3 The Board of Directors shall cause registers to be maintained of:

- (a) use of the Company seal;
- (b) disclosures made by Directors or officers of the Company of any direct or indirect interest in a matter before the Directors;
- (c) members of the Company.

## **26. PUBLIC OFFICER**

26.1 The Public Officer of the Company shall be the Chief Executive Officer.

## **27. COMPANY SEAL**

27.1 Use of the Company seal

27.1.1 The Board shall provide for the safe custody of the Company seal which shall only be used by the authority of the Board or a committee of Directors that the Board has authorised to do so.

27.1.2 The Company seal shall not be affixed to any instrument except by the authority of the Board and the affixing of the common seal shall be attested by the signature either of two (2) members of the Board or of 1 member of the Board and of the Public Officer.

27.1.3 The approval of the use of the common seal being affixed to any instrument will be recorded in the Board minutes.

27.2 Company seal register

27.2.1 A register shall be maintained recording each use of the common seal and shall include:

- (a) Date seal affixed and attested by the Board;
- (b) Nature of the instrument;
- (c) Names of the attesting Directors or Public Officer; and
- (d) Date the register entry was made.

27.2.2 The register may be kept in electronic form.

## **28. INSPECTION OF RECORDS**

- 28.1 Except as otherwise required by the Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the financial records and other documents of the Company or any of them will be open for inspection by members other than Directors.
- 28.2 A member other than a Director does not have the right to inspect any financial records or other documents of the Company unless the member is authorised to do so by a court order or a resolution of the Directors.
- 28.3 A Director may inspect financial records and other documents of the Company and may make reasonable requests to the Directors to be provided with copies of such records or documents.
- 28.4 A Director may not have access to any records or documents where such access may contravene confidentiality or privacy legislation.

## **29. FINANCIAL YEAR**

- 29.1 The financial year of the Company shall be from the 1<sup>st</sup> day of July each year to the 30<sup>th</sup> of June in the following year.

## **30. ACCOUNTS**

- 30.1 The Board shall ensure that proper accounting and other records are kept and shall distribute to members a copy of every annual Statement of Financial Position and an annual Statement of Financial Performance accompanied by a copy of the auditor's report as required by the Act.
- 30.2 The Board shall provide each annual General Meeting with a Statement of Financial Position and a Statement of Financial Performance.

### **31. NOTICES**

- 31.1 Any notice required by law or under this Constitution to be given to any member shall be given by sending it by post to the person at the registered address supplied by them to the Company for the giving of notices.
- 31.2 Notice of every General Meeting shall be given in accordance with this Constitution to:
- (a) every member

### **32. INDEMNITY**

- 32.1 The Company is to indemnify each officer of the Company out of the assets of the Company to the relevant extent against any liability incurred by the officer in or arising out of the conduct of the business of the Company or in or arising out of the discharge of the duties of the officer, unless the liability was incurred by the officer through his or her dishonesty, negligence, lack of good faith or breach of duty.

### **33. WINDING UP**

- 33.1 Immediately prior to any winding-up or dissolution of the Company, all Community Housing Assets of the Company must be transferred to the Housing Authority or a Registered Community Housing Provider but only if required by a Housing Authority Legal Agreement.
- 33.2 If, upon the winding-up or dissolution of the Company, there remains, after satisfaction of all its debts and liabilities, any assets whatsoever, the same must not be paid to or distributed among the Members, but must be transferred to one or more institutions, funds or authorities determined by the Members by special resolution which:
- (a) has one or more objects which are similar to one or more of the objects contained in rule 3.1;
  - (b) is a Deductible Gift Recipient and a Registered Public Benevolent Institution; and
  - (c) prohibits distribution of its income and assets among its members to an extent at least as great as is imposed on the Company by this Constitution.
- 33.3 If, upon the revocation of the Company's endorsement as a Deductible Gift Recipient, there remains, after satisfaction of all its debts and liabilities, any gifts, Deductible Contributions or money received because of such gifts or Deductible Contributions, the same must not be paid to or distributed among the Members, but must be transferred

to one or more institutions, funds or authorities determined by the Members by special Resolution which:

- (a) has one or more objects which are similar to one or more of the objects contained in rule 3.1;
- (b) is a Deductible Gift Recipient and a Registered Public Benevolent Institution; and
- (c) prohibits distribution of its income and assets among its members to an extent at least as great as is imposed on the Company by this Constitution.

### **34. AUDITOR**

- 34.1 A properly qualified auditor will be appointed by the Company at each annual General Meeting and the duties of the auditor will be regulated in accordance with the Act.

**Schedule 1**

**PROXY FORM**

The Public Officer  
<Company name inserted here>  
<Company address inserted here>

I/We \_\_\_\_\_  
(please print)

Of \_\_\_\_\_  
(please print)

being a member of <Company name inserted here> appoint:

Name of proxy \_\_\_\_\_  
(please print)

Address of proxy \_\_\_\_\_  
(please print)

Or, if I/we have not nominated a proxy or if the nominee is absent from the meeting, the Chairperson of the meeting as my/our proxy to vote on my/our behalf at the general meeting of <Company name inserted here> to be held on <Date inserted here> at <Time inserted here> and at any adjournment of that meeting.

Proxy instructions

To instruct your proxy how to vote, insert **X** in the appropriate box against each item of business set out below. If you do not instruct your proxy how to vote on a resolution, your proxy may vote as he/she thinks fit or abstain from voting.

I/We instruct my/our proxy to vote as follows:

<b>Resolution</b>	<b>For</b>	<b>Against</b>	<b>Abstain</b>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

This proxy must be signed by the appointing member.

DATED: .....

SIGNATURE: .....

NAME (print): .....

**Schedule 2**

**DECLARATION OF DIRECTORS INTERESTS**

I declare the following interests may be actual, potential or perceived conflicts with my role and responsibilities as a Director of <enter Company name here>.

Contract or proposed contract/s referred to:

.....  
.....  
.....  
.....

Nature of interest:

.....  
.....  
.....  
.....

Nature, Character and extent of Conflict:

.....  
.....  
.....  
.....

Signed on the .....day of ..... 20.....

Signature: ..... Name: .....  
(please print)



## **CONSTITUTION OF FOUNDATION HOUSING LTD**

This constitution was adopted as the Constitution of the Company by special resolution of the Members at the general meeting on 15<sup>th</sup> Day of February 2007.

Additional clause added at 33.2 re DGR status August 08 approved by members.

Amendments to:

- Clause 33 Winding Up
- Clause 1.1 Definitions and Interpretations
- approved by members in July 2013

Amendments to:

- Clause 14 Composition of the Board
- Clause 23 Office Bears
- Clause 33 Winding Up
- approved by members in December 2014

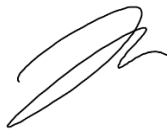
Amendments to:

- Clause 1.1 Definitions and Interpretations
- Clause 33 Winding Up
- approved by members in October 2017

Amendments to:

- Clauses 11.1.1 to 11.1.2 General Meetings
- Clauses 12.1.2 to 12.1.3 Proceedings at General Meetings
- Clauses 14.3 to 14.12 Composition of the Board
- Clauses 16.1 to 16.5 Election of Directors by Members
- approved by members in November 2019

**Certified as a true and complete copy of the Constitution of  
Foundation Housing Limited**



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**Jeremy Jacobs  
Company Secretary**

**November 2019**