



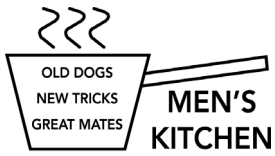
CONSTITUTION

of the

MEN'S KITCHEN ASSOCIATION LIMITED

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of the

Men's Kitchen Association Limited

Australian Company Number (ACN) 647 828 064

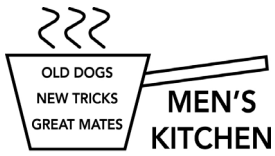
Australian Business Number (ABN) 81 647 828 064

A company limited by guarantee

Version History

Version date:	31 October 2024
Changes made:	Amended to: <ul style="list-style-type: none">• bring into line with the requirements of the Corporations Act and best practice, and remove any inconsistencies;• clarify the membership categories; and• clarify director eligibility provisions.
Date approved:	31 October 2024

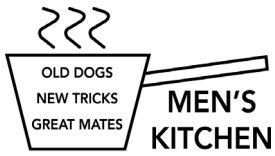
Version date:	30 April 2021
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Date approved:	24/12/2020



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1 Preliminary

1.1 Name of the company

The name of the company is the Men's Kitchen Association Limited (the **company**).

1.2 Type of Company

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

1.3 Limited liability of members

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

1.4 The guarantee

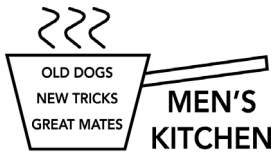
- a) Each **member** must contribute an amount not more than \$10.00 (the **guarantee**) to the property of the **company** if the **company** is wound up while the **member** is a member, or within 12 months after they stop being a member, and this contribution is required to pay for the:
 - i. debts and liabilities of the **company** incurred before the **member** stopped being a **member**; or
 - ii. costs of winding up.
- b) For the avoidance of doubt, other than the liability of **members**, as expressed in clause 1.4(a)), **members** carry no liability for the debts and liabilities of the **company**.

1.5 Definitions

In this **constitution**, words and phrases have the meaning set out in clauses 33 and 34.

2 Objects

- 2.1 The object for which the **company** is established, as a health promotion charity, is to promote the prevention and control of the **physical and mental illnesses** arising from loneliness and social isolation. These



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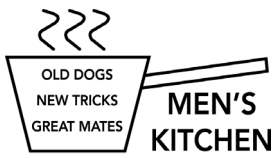
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objects are to be achieved through increased social connection, the development of essential life skills and improved access to support services, including by, but not limited to:

- a) establishing, organising and coordinating events and **kitchens** at public venues throughout Australia available to those at risk of **physical and mental illnesses** through poor nutrition;
- b) providing social connection and inclusion opportunities for persons who are experiencing, or are at risk of experiencing, the **physical and mental illnesses** arising as a result of loneliness and social isolation;
- c) providing a platform, and being a conduit, for health professionals and service providers to deliver health promotion and preventative health strategies directed at persons who are experiencing, or are at risk of experiencing, the **physical and mental illnesses** arising as a result of loneliness and social isolation;
- d) generating and facilitating group discussions regarding the prevention and control of the **physical and mental illnesses** that arise as a result of loneliness and social isolation;
- e) implementing and providing targeted support services, education and programs to persons who are experiencing, or are at risk of experiencing, the **physical and mental illnesses** that arise as a result of loneliness and social isolation;
- f) providing support, guidance and easily accessible and digestible information to persons who are experiencing, or are at risk of experiencing, the **physical and mental illnesses** that arise as a result of loneliness and social isolation;
- g) developing partnerships or associations with other organisations, community groups and businesses to fulfil the **company's** object and help carry out the activities listed in this clause 2.1;
- h) raising funds and seeking donations of goods and services from the public and volunteers to support the object of the **company**; and
- i) doing all things that are incidental or ancillary to the attainment of the object of the **company**.

And for the avoidance of doubt, it is confirmed that this **constitution** requires the **company** to pursue charitable purposes only and to apply its income in promoting those purposes.

- 2.2 The **company** may only exercise the powers in section 124(1) of the Corporations Act to:



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- a) carry out the objects in this clause; and
- b) do all things incidental or convenient in relation to the exercise of power under clause 2.2a).

3 Income and property of Company

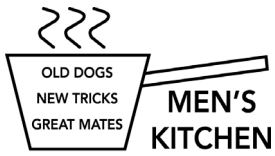
- 3.1 The income and property of the **company** will only be applied towards the promotion of the **objects** of the **company** set out in clause 2, and the **company** will not be carried on for the profit or gain of the **members**, neither while it is operating nor on a winding up.
- 3.2 No income, profits or assets (whether in money, property or other benefits) will be paid, distributed or transferred directly or indirectly to any **member** of the **company** except, for payments to a **member** as genuine compensation for services provided to, or reasonable expenses incurred on behalf of, the **company**, or such other payments, distributions or transfers as may be permitted by the **applicable not-for-profit laws**.

4 Receipts

- 4.1 If the **company** accepts a gift, contribution or donation of money or property, the **company** must issue receipts if and as required by, and otherwise comply with, all applicable laws in relation to any such gift, contribution or donation, including without limitation the **applicable not-for-profit laws**.
- 4.2 The **company** may seek gifts, contributions or donations of money or property from the public.

5 Amending the constitution

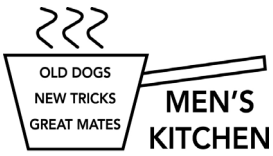
- 5.1 Subject to clause 5.2, the **members** may amend this **constitution** by passing a **special resolution**.
- 5.2 The **members** must not pass a **special resolution** that amends this **constitution** if passing it causes the **company** to no longer be a charity.



6 Members

6.1 Membership and register of **members**

- a) The members of the company are:
 - i. the persons who consent to be a **member** in the application for registration of the **company**; and
 - ii. any other person that the directors allow to be a **member**, in accordance with this **constitution**,and whose membership has not ceased pursuant to clause 6.6.
- b) The **company** must have at least one (1) **member** at all times. Should the number of **members** drop below this quantity the directors must appoint additional member(s) within three months of that event.
- c) The **company** must establish and maintain a register of **members**. The register of **members** must be kept by the secretary and must contain:
 - i. for each current member:
 - A name;
 - B address;
 - C any alternative address nominated by the **member** for the service of notices;
 - D date the **member** was entered on to the register; and
 - E the **member's** category of membership;
 - ii. for each person who stopped being a **member** in the last 7 years:
 - A name;
 - B address;
 - C any alternative address nominated by the **member** for the service of notices; and
 - D dates the membership started and ended.
- d) The **company** must give current **members** access to the register of **members**.
- e) Information that is accessed from the register of **members** must only be used in a manner relevant to the interests or rights of **members**.
- f) **Members** must notify the **company** of changes to their information.

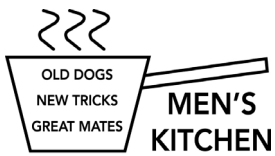


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- i. a **member** must give the **company** notice of any changes to the **member's** name or address within 21 days of the change occurring; and
 - ii. a **member** must give the **company** notice if it has ceased to be eligible to be a **member** of the **company** within 21 days of ceasing to be eligible.
 - g) Additional information on the register
 - i. in addition to the information required by Section 2C of the Corporations Act, the **company** must record whether a **member** is financial or not prior to each general meeting; and
 - ii. a **member** has no right to challenge or dispute a determination, entry, adjustment or amendment to the register made by the **company**.
- 6.2 Who can be a **member**
- a) A person who:
 - i. supports the purposes of the **company** and meets any other eligibility criteria set by the **company** in a membership policy from time to time; or
 - ii. is a director of the **company**,
is eligible to apply to be a **member** of the **company** under clause 6.3.
 - b) In this clause, 'person' means an individual or incorporated body.
 - c) Subject to this **constitution** and applicable law (including the Corporations Act), the directors may from time to time, vary and replace:
 - i. the categories of membership of the **company** (including the rights attached, or not attaching, to a particular category of membership) provided that such a determination, variation or replacement will have no effect unless and until it is approved by a resolution of the **company** passed in general meeting by not less than a majority of the **members** entitled to vote on the resolution; and
 - ii. the qualifications for admission, and continued membership, in a particular category of membership (including any membership fees payable on application or on a periodic basis).
 - d) For the avoidance of doubt, a person who participates in the activities of the company from time to time and in any capacity, is



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not a **member** unless they have expressly applied and have been accepted as a **member** under the provisions of this **constitution**.

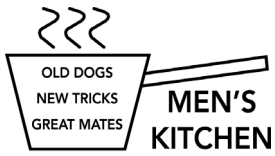
6.3 How to apply to become a **member**

A person (as defined in clause 6.2b)) may apply to become a **member** of the **company** by applying in writing to the secretary stating that they:

- a) want to become a **member**;
- b) support the purpose of the **company**;
- c) agree to comply with the **company constitution**, including paying the guarantee under clause 1.4 if required;
- d) agree to pay the **membership fees** (if any); and
- e) agree to comply with the **expectations of members**.

6.4 Directors decide whether to approve membership

- a) The directors must consider an application for membership within a reasonable time after the secretary receives the application.
- b) Directors may approve an application for membership for a specific period of time, with or without the applicant having requested a specified term.
- c) If the directors approve an application, the secretary must as soon as possible:
 - i. enter the new **member** on the register of **members**; and
 - ii. write to the applicant to tell them that their application was approved, and the date that their membership started (see clause 6.5). If the directors approved the applicant's membership for a finite period, the secretary must advise the applicant of that fact.
- d) If the directors reject an application, the secretary must write to the applicant as soon as possible to tell them that their application has been rejected but does not have to give reasons and if the applicant had prepaid any annual **membership fees** that amount must be returned to the applicant.
- e) For the avoidance of doubt, the directors may approve an application even if the application does not state the matters listed under clause 6.3. In that case, by applying to be a member, the applicant agrees to each of those matters.
- f) Membership of the **company** is not transferable.



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- g) Notwithstanding this clause 6.4, the directors of the **company** will admit any person as a **member** immediately following their appointment as a director of the **company**, provided that the relevant director has complied with the requirements in clause 6.3.

6.5 When a person becomes a **member**

Other than the initial **members** listed on the **company's** registration application, an applicant will become a **member** when the applicant has been entered on the register of **members**.

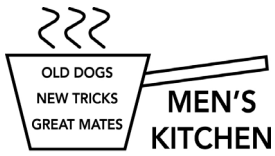
6.6 When a person stops being a **member**

- a) A person immediately stops being a **member** if they:
- i. resign, by writing to the secretary;
 - ii. have allowed their membership to lapse (see clause 6.8c));
 - iii. are expelled under clause 8.4d);
 - iv. have not responded within three months to a written request from the secretary that they confirm in writing that they want to remain a **member**;
 - v. were appointed as a **member** for specified time period and that period has ended without the person's membership term being extended;
 - vi. in the case of a **member** who was accepted as a **member** under clause 6.4g), that **member** ceases to be a director of the **company** (unless the **member** has retired as a director at the end of their term of office and is re-appointed pursuant to clause 24.4);
 - vii. die; or
 - viii. are wound up or otherwise dissolved or deregistered (for an incorporated member).
- b) The directors may determine, at their absolute discretion, that a **member** is an untraceable **member** because they are not contactable at their registered address, do not attend **company** meetings or otherwise communicate with the **company**. An untraceable **member** ceases to be a **member** on the date the directors make a determination.

6.7 Rights of members

- a) Voting rights

Each **member** is entitled one vote at a meeting of **members**.



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b) Other rights

Each **member** has the rights contained in the Corporations Act as a **member** of a company limited by guarantee, including to:

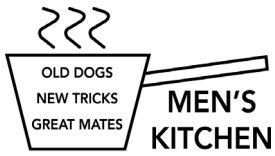
- i. receive a notice of a meeting of **members** in accordance with clause 12;
- ii. attend and speak at meetings of **members**; and
- iii. receive an annual report of the **company**.

6.8 Membership fees

- a) The directors may determine the **membership fees** or any other fee payable by **members** for a particular period. In determining the fee, the directors may provide for different fees for different categories of **members**, based on such factors as it sees fit.
- b) The directors must give **members** not less than one month's notice of any change to the fees.
- c) If a **member** fails to pay their **membership fees** by the due date, the directors must notify the **member** of the non-payment. If a period of three (3) calendar months (or any greater period determined by the directors) passes after such notification without payment having been made in full, the **member** will be deemed to have allowed their membership to lapse.
- d) Payment of **membership fees** renders a **member** financial. A **member** whose fees are not paid by the due date is not financial and, for so long as any amount of their fees remains outstanding, is not entitled to attend meetings of the **company**, is not entitled to vote at general meetings and is not entitled to nominate a candidate or stand as a candidate for election as a director.
- e) In the event that a **member** stops being a **member** for any reason the directors may, in their absolute discretion, determine a proportional reimbursement of any annual **membership fees** paid by the **member**.

6.9 Removal from the register

- a) If a **member** ceases to be a **member**, their name must be removed from the register.
- b) On the removal of a **member's** name from the register:
 - i. the **member** will forfeit all rights and privileges attaching to membership and all rights which the **member** may have against the **company** arising out of the membership; and



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- ii. the **company** will have no liability to that **member** arising from the **member** ceasing to be a **member** or the **member's** removal from the register.

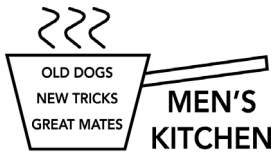
6.10 Surviving liability

Any **member** who ceases to be a **member** remains liable:

- a) for any money owing to the **company**; and
- b) if the **company** is wound up within one year of the date of cessation of membership, for the guarantee amount under clause 1.4.

7 Dispute resolution

- 7.1 The dispute resolution procedure in this clause applies to disputes (disagreements) under this **constitution** between a **member** or director and:
 - a) one or more **members**
 - b) one or more directors; or
 - c) the **company**.
- 7.2 A **member** must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 8 until the disciplinary procedure is completed.
- 7.3 Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it.
- 7.4 If those involved in the dispute do not resolve it under clause 7.3, they must within 10 days:
 - a) tell the directors about the dispute in writing;
 - b) agree or request that a mediator be appointed; and
 - c) attempt in good faith to settle the dispute by mediation.
- 7.5 The mediator must:
 - a) be chosen by agreement of those involved; or
 - b) where those involved do not agree:
 - i. for disputes between **members**, a person chosen by the directors; or



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- ii. for other disputes, a person chosen by either the Commissioner of the Australian Charities and Not-for-profits Commission or the president of the Law Society of New South Wales.

7.6 A mediator chosen by the directors under clause 7.5b)i):

- a) may be a **member** or former **member** of the **company**;
- b) must not have a personal interest in the dispute; and
- c) must not be biased towards or against anyone involved in the dispute.

7.7 When conducting the mediation, the mediator must:

- a) allow those involved a reasonable chance to be heard;
- b) allow those involved a reasonable chance to review any written statements;
- c) ensure that those involved are given natural justice; and
- d) not make a decision on the dispute.

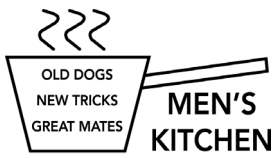
8 Disciplining members

8.1 In accordance with this clause, the directors may resolve to warn, suspend or expel a **member** from the **company** if the directors consider that:

- a) the **member** has breached this **constitution**; or
- b) the **member's** behaviour is causing, has caused, or is likely to cause harm to the **company**.

8.2 At least 14 days before the directors' meeting at which a resolution under clause 8.1 will be considered, the secretary must notify the **member** in writing:

- a) that the directors are considering a resolution to warn, suspend or expel the **member**;
- b) that this resolution will be considered at a directors' meeting and the date of that meeting;
- c) what the **member** is said to have done or not done;
- d) the nature of the resolution that has been proposed; and
- e) that the **member** may provide an explanation to the directors, and details of how to do so.



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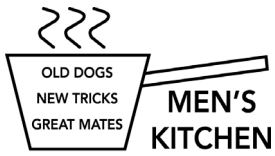
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- 8.3 Before the directors pass any resolution under clause 8.1, the **member** must be given a chance to explain or defend themselves by:
- sending a written explanation to the directors before that directors' meeting; and/or
 - speaking at the meeting.
- 8.4 After considering any explanation under clause 8.3, the directors may:
- take no further action;
 - warn the **member**;
 - suspend the **member's** rights as a **member** for a period of no more than 12 months;
 - expel the **member**;
 - refer the decision to an unbiased, independent person on conditions that the directors consider appropriate (however, the person can only make a decision that the directors could have made under this clause); or
 - require the matter to be determined at a **general meeting**.
- 8.5 The directors cannot fine a member.
- 8.6 The secretary must give written notice to the **member** of the decision under clause 8.4 as soon as possible.
- 8.7 Disciplinary procedures must be completed as soon as reasonably practical.
- 8.8 There is no right of appeal from the final resolution of the directors.

9 General meetings called by directors

- 9.1 The directors may call a **general meeting**.
- 9.2 If **members** with at least 10% of the votes that may be cast at a **general meeting** make a written request to the **company** for a **general meeting** to be held, the directors must:
- within 21 days of the **members'** request, give all **members** notice of a **general meeting**; and
 - hold the **general meeting** within 2 months of the **members'** request.



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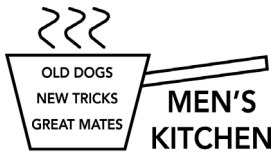
- 9.3 The percentage of votes that **members** have (in clause 9.2) is to be worked out as at midnight before the **members** request the meeting.
- 9.4 The **members** who make the request for a **general meeting** must:
- state in the request any resolution to be proposed at the meeting;
 - sign the request; and
 - give the request to the **company**.
- 9.5 Separate copies of a document setting out the request may be signed by **members** if the wording of the request is the same in each copy.

10 General meetings called by members

- 10.1 If the directors do not call the meeting within 21 days of being requested under clause 9.2, 50% or more of the **members** who made the request may call and arrange to hold a **general meeting**.
- 10.2 To call and hold a meeting under clause 10.1 the **members** must:
- as far as possible, follow the procedures for **general meetings** set out in this **constitution**;
 - call the meeting using the list of **members** on the **company's member register**, which the **company** must provide to the **members** making the request at no cost; and
 - hold the **general meeting** within three months after the request was given to the **company**.
- 10.3 The **company** must pay the **members** who request the **general meeting** any reasonable expenses they incur because the directors did not call and hold the meeting.

11 Annual general meeting

- 11.1 A **general meeting**, called the annual **general meeting**, must be held:
- within 18 months after registration of the **company**; and
 - after the first annual **general meeting**, at least once in every calendar year.
- 11.2 Even if these items are not set out in the notice of meeting, the business of an annual **general meeting** may include:



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- a) a review of the **company's** activities;
- b) a review of the **company's** finances;
- c) any auditor's report;
- d) the election of directors; and
- e) the appointment and payment of auditors, if any.

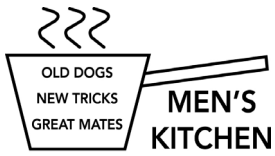
11.3 Before or at the annual **general meeting**, the directors must give information to the **members** on the **company's** activities and finances during the period since the last annual **general meeting**.

11.4 The chairperson of the annual **general meeting** must give **members** as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the **company**.

12 Conduct of general meetings

12.1 Notice of general meetings

- a) Notice of a **general meeting** must be given to:
 - i. each **member** entitled to vote at the meeting;
 - ii. each director; and
 - iii. the auditor (if any).
- b) Notice of a **general meeting** must be provided in writing at least 21 days before the meeting.
- c) Subject to clause 12.1d), notice of a meeting may be provided less than 21 days before the meeting if:
 - i. for an annual **general meeting**, all the **members** entitled to attend and vote at the annual **general meeting** agree beforehand; or
 - ii. for any other **general meeting**, **members** with at least 95% of the votes that may be cast at the meeting agree beforehand.
- d) Notice of a meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
 - i. remove a director;
 - ii. appoint a director in order to replace a director who was removed; or
 - iii. remove an auditor.
- e) Notice of a **general meeting** must include:



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- i. the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
- ii. the general nature of the meeting's business;
- iii. if applicable, that a **special resolution** is to be proposed and the words of the proposed resolution;
- iv. a statement that **members** have the right to appoint proxies and that, if a **member** appoints a proxy:
 - A the proxy does not need to be a **member** of the **company**;
 - B the proxy form must be delivered to the **company** at its registered address or the address (including an electronic address) specified in the notice of the meeting; and
 - C the proxy form must be delivered to the **company** at least 48 hours before the meeting.

12.2 Special business

No special business may be transacted at any meeting of **members** other than that stated in the notice of meeting unless it is a matter required by this **constitution** or by the Corporations Act to be transacted at such meeting.

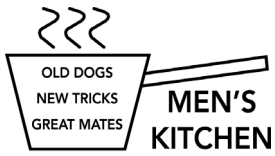
12.3 Omission to give notice

The accidental omission to give notice of a meeting of **members** to, or the non-receipt of any such notice by, a person entitled to receive it, or the accidental omission to advertise (if necessary) such meeting, does not invalidate the proceedings at, or any resolution passed by, any such meeting.

12.4 Cancellation of meetings

The directors may cancel or postpone the holding of any meeting of **members**. If the meeting was requested by **members** under clause 9 or in response to a request by **members**, the directors may only cancel or postpone the meeting if it is with the consent of the majority of the requesting **members**.

12.5 Notice of rescheduling of a cancelled or postponed meeting



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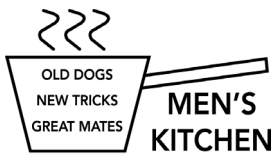
The directors may notify **members** of the rescheduling of a cancelled or postponed meeting by such means as they see fit. If any meeting is postponed for 28 days or more, then no less than five days' notice must be sent to the **members** advising the new date of the postponed meeting. It is not necessary to respecify in such notice the nature of the business to be transacted at the postponed meeting.

13 Quorum at general meetings

- 13.1 For a **general meeting** to be held, ten percent (10%) of **members** or three **members**, whichever is the greater number of **members**, (a quorum) must be present (in person, by proxy or by representative) for the whole meeting, unless the **company** has three or less **members**, in which case quorum will be a majority of members. When determining whether a quorum is present, a person may only be counted once (even if that person is a representative or proxy of more than one member).
- 13.2 No business may be conducted at a **general meeting** if a quorum is not present.
- 13.3 If there is no quorum present within 30 minutes after the starting time stated in the notice of **general meeting**, the **general meeting** is adjourned to the date, time and place that the chairperson specifies. If the chairperson does not specify one or more of those things, the meeting is adjourned to:
- if the date is not specified – the same day in the next week;
 - if the time is not specified – the same time; and
 - if the place is not specified – the same place.
- 13.4 If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

14 Auditor's right to attend meetings

- 14.1 The auditor (if any) is entitled to attend any **general meeting** and to be heard by the **members** on any part of the business of the meeting that concerns the auditor in the capacity of auditor.



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- 14.2 The **company** must give the auditor (if any) any communications relating to the **general meeting** that a **member** of the **company** is entitled to receive.

15 Members representatives

- 15.1 A **member** that is a body corporate may appoint an individual as its representative provided by the Corporations Act. For the avoidance of doubt:

- a) one individual who may represent the **member** at meetings and sign circular resolutions under clause 22.
- b) the same individual or another individual who may be nominated for the purpose of being appointed or elected as a director, and
- c) the same individual or another individual who may be invited to become an advisory group member.

- 15.2 The appointment of a representative by a **member** must:

- a) be in writing;
- b) specify any limitations or restrictions on the appointment;
- c) include the name of the representative;
- d) be signed on behalf of the **member**; and
- e) be given to the **company** or, for representation at a meeting, be given to the chairperson before the meeting starts.

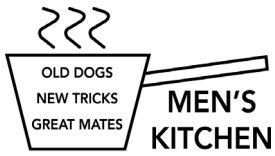
- 15.3 Subject to clause 15.2b), a representative has all the rights of a **member** relevant to the purposes for which the representative was appointed.

- 15.4 The appointment may be standing (ongoing).

16 Using technology to hold meetings

- 16.1 The **company** may hold a **general meeting** at two or more venues using any technology that gives the **members** as a whole a reasonable opportunity to participate, including to hear and be heard.

- 16.2 Anyone using this technology is taken to be present in person at the meeting.



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17 Chairperson for general meetings

17.1 The elected chairperson is entitled to chair general meetings.

17.2 The **members** present and entitled to vote at a general meeting may choose a director or **member** to be the chairperson for that meeting if:

- a) there is no elected chairperson; or
- b) the elected chairperson is not present within 30 minutes after the starting time set for the meeting; or
- c) the elected chairperson is present but says they do not wish to act as chairperson of the meeting.

18 Role of the chairperson

18.1 The chairperson is responsible for the conduct of the **general meeting**, and for this purpose must give **members** a reasonable opportunity to make comments and ask questions (including to the auditor (if any)).

18.2 The chairperson does not have a casting vote.

19 Adjournment of meetings

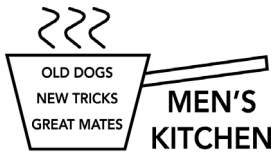
19.1 If a quorum is present, a **general meeting** must be adjourned if a majority of **members present** direct the chairperson to adjourn it.

19.2 Only unfinished business may be dealt with at a meeting resumed after an adjournment.

20 Members' resolutions and statements

20.1 **Members** with at least 10% of the votes that may be cast on a resolution may give:

- a) written notice to the **company** of a resolution they propose to move at a **general meeting (members' resolution)**; and/or
- b) a written request to the **company** that the **company** give all of its **members** a statement about a proposed resolution or any other matter that may properly be considered at a **general meeting (members' statement)**.



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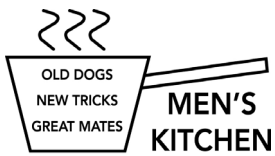
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- 20.2 A notice of a **members'** resolution must set out the wording of the proposed resolution and be signed by the **members** proposing the resolution.
- 20.3 A request to distribute a **members'** statement must set out the statement to be distributed and be signed by the **members** making the request.
- 20.4 Separate copies of a document setting out the notice or request may be signed by **members** if the wording is the same in each copy.
- 20.5 The percentage of votes that **members** have (as described in clause 20.1) is to be worked out as at midnight before the request or notice is given to the **company**.
- 20.6 If the **company** has been given notice of a **members'** resolution under clause 20.1a), the resolution must be considered at the next **general meeting** held more than two months after the notice is given.
- 20.7 This clause does not limit any other right that a **member** has to propose a resolution at a **general meeting**.

21 Company must give notice of proposed resolution or distribute statement

- 21.1 If the **company** has been given a notice or request under clause 20 in time to send the notice of proposed **members'** resolution or a copy of the **members'** statement to **members** with a notice of meeting, it must do so at the **company's** cost.
- 21.2 The **company** does not need to send the notice of proposed **members'** resolution or a copy of the **members'** statement to **members** if:
- it is more than 1,000 words long;
 - the directors consider it may be defamatory; or
 - in the case of the proposed **members'** resolution, the resolution does not relate to a matter that may be properly considered at a **general meeting** or is otherwise not a valid resolution able to be put to the **members**.



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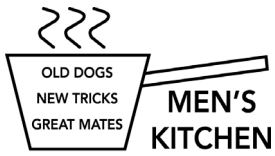
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22 Circular resolutions of members

- 22.1 Subject to clause 22.3, the directors may put a resolution to the **members** to pass a resolution without a **general meeting** being held (a circular resolution).
- 22.2 The directors must notify the auditor (if any) as soon as possible that a circular resolution has or will be put to **members** and set out the wording of the resolution.
- 22.3 Circular resolutions cannot be used:
- for a resolution to remove an auditor, appoint a director or remove a director; or
 - where the Corporations Act or this **constitution** requires a meeting to be held.
- 22.4 A circular resolution is passed once a majority of the **members** entitled to vote on the resolution, in the manner set out in clause 22.5 or clause 22.6.
- 22.5 **Members** may sign:
- a single document setting out the circular resolution and containing a statement that they agree to the resolution; or
 - separate copies of that document, as long as the wording is the same in each copy.
- 22.6 The **company** may send a circular resolution by email to **members** and **members** may agree by sending a reply email to that effect, including the text of the resolution in their reply.

23 Voting at general meetings

- 23.1 How many votes a **member** has
- Each **member** entitled to vote has one vote.
- 23.2 Challenge to **member's** right to vote
- A **member** or the chairperson may only challenge a person's right to vote at a **general meeting** at that meeting.



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- b) If a challenge is made under clause a, the chairperson must decide whether or not the person may vote. The chairperson's decision is final.

23.3 How voting is carried out

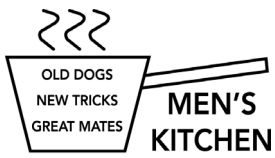
- a) Voting must be conducted and decided by:
 - i. a show of hands;
 - ii. a vote in writing; or
 - iii. another method chosen by the chairperson that is fair and reasonable in the circumstances.
- b) Before a vote is taken, the chairperson must state whether any proxy votes have been received and, if so, how the proxy votes will be cast.
- c) On a show of hands, the chairperson's decision is conclusive evidence of the result of the vote.
- d) The chairperson and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands.

23.4 When and how a vote in writing must be held

- a) A vote in writing may be demanded on any resolution instead of or after a vote by a show of hands by:
 - i. At least five **members** present;
 - ii. **members present** with at least 5% of the votes that may be cast on the resolution on the vote in writing (worked out as at the midnight before the vote in writing is demanded), or
 - iii. the chairperson.
- b) A vote in writing must be taken when and how the chairperson directs, unless clause c applies.
- c) A vote in writing must be held immediately if it is demanded under clause a:
 - i. for the election of a chairperson under clause 17.2; or
 - ii. to decide whether to adjourn the meeting.
- d) A demand for a vote in writing may be withdrawn.

23.5 Appointment of proxy

- a) A **member** may appoint a proxy to attend and vote at a **general meeting** on their behalf.



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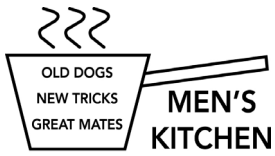
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- b) A proxy does not need to be a member.
- c) A proxy appointed to attend and vote for a **member** has the same rights as the **member** to:
 - i. speak at the meeting;
 - ii. vote in a vote in writing (but only to the extent allowed by the appointment); and
 - iii. join in to demand a vote in writing under clause 23.4a).
- d) An appointment of proxy (proxy form) must be signed by the **member** appointing the proxy and must contain:
 - i. the **member's** name and address;
 - ii. the **company's** name;
 - iii. the proxy's name or the name of the office held by the proxy; and
 - iv. the meeting(s) at which the appointment may be used.
- e) A proxy appointment may be standing (ongoing).
- f) Proxy forms must be received by the **company** at the address stated in the notice under clause 12.1e)iv.B or at the **company's** registered address at least 48 hours before a meeting.
- g) A proxy does not have the authority to speak and vote for a **member** at a meeting while the **member** is at the meeting.
- h) Unless the **company** receives written notice before the start or resumption of a **general meeting** at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the appointing member:
 - i. dies;
 - ii. is mentally incapacitated;
 - iii. revokes the proxy's appointment; or
 - iv. revokes the authority of a representative or agent who appointed the proxy.
- i) A proxy appointment may specify the way the proxy must vote on a particular resolution.

23.6 Voting by proxy

- a) A proxy is not entitled to vote on a show of hands (but this does not prevent a **member** appointed as a proxy from voting as a **member** on a show of hands).
- b) When a vote in writing is held, a proxy:



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- i. does not need to vote, unless the proxy appointment specifies the way they must vote;
- ii. if the way they must vote is specified on the proxy form, must vote that way; and
- iii. if the proxy is also a **member** or holds more than one proxy, may cast the votes held in different ways.

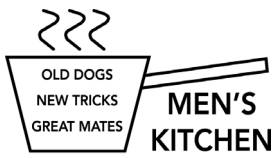
24 Directors

24.1 Number of directors

The **company** must have at least three and no more than seven directors.

24.2 Election and appointment of directors

- a) The initial directors are the people who have agreed to act as directors and who are named as proposed directors in the application for registration of the **company**.
- b) Apart from the initial directors and directors appointed under clause 24.2f) , the **members** may elect a director by a resolution passed in a **general meeting**.
- c) Each of the directors must be appointed by a separate resolution, unless:
 - i. the **members present** have first passed a resolution that the appointments may be voted on together; and
 - ii. no votes were cast against that resolution.
- d) A person is eligible for election as a director of the **company** if they are:
 - i. invited by the directors to stand for election as a director, and:
 - A have been nominated by two current directors (unless the person was previously elected as a director at a general meeting and has been a director since that meeting); and
 - B give the **company** their signed consent to act as a director of the **company**; and
 - C are not ineligible to be a director under the Corporations Act or the ACNC Act; or
 - ii.



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are nominated by two **members** or representatives of **members** entitled to vote (unless the person was previously elected as a director at a **general meeting** and has been a director since that meeting), and:

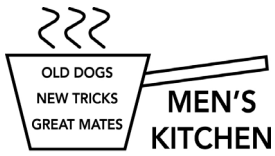
- A give the **company** their signed consent to act as a director of the **company**; and
 - B are not ineligible to be a director under the Corporations Act or the ACNC Act.
- e) A director must, immediately following their appointment as a director, be admitted as and remain a **member**.
- f) The directors may appoint a person as a director to fill a casual vacancy or as an additional director if that person:
- i. gives the **company** their signed consent to act as a director of the **company**; and
 - ii. is not ineligible to be a director under the Corporations Act or the ACNC Act.
- g) If the number of directors is reduced to fewer than three, the continuing directors may act for the purpose of increasing the number of directors to three (or higher if required for a quorum) or calling a **general meeting**, but for no other purpose.

24.3 Election of chairperson

The directors must elect a director as the **company's elected chairperson**.

24.4 Term of office

- a) At each annual **general meeting**:
 - i. any director appointed by the directors to fill a casual vacancy or as an additional director must retire; and
 - ii. at least one-third of the remaining directors must retire.
- b) The directors who must retire at each annual **general meeting** under clause 24.4a)ii will be the directors who have been longest in office since last being elected. Where directors were elected on the same day, the director(s) to retire will be decided by lot unless they agree otherwise.
- c) Other than a director appointed under clause 24.2e), a director's term of office starts at the end of the annual **general meeting** at which they are elected and ends at the end of the annual **general meeting** at which they retire.



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- d) Each director must retire at least once every three years, even if it means that more than one-third of directors retire at an annual general meeting.
- e) A director who retires under clause a may be nominated for election or re-election, subject to clause 24.4f); and
- f) A director who has held office for a continuous period of nine years or more may only be re-appointed or re-elected by a **special resolution**.

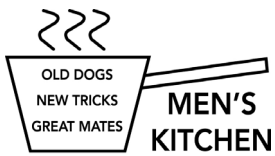
24.5 When a director stops being a director

A director stops being a director if they:

- a) give written notice of resignation as a director to the **company**;
- b) die;
- c) becomes of unsound mind or a person who is liable to be dealt with under the law relating to mental health;
- d) in the opinion of the other directors, becomes incapable of acting or refuses to act;
- e) do not meet the qualification requirement in clause 24.2e);
- f) are removed as a director by a resolution of the **members**;
- g) are absent for three consecutive directors' meetings without approval from the directors; or
- h) become ineligible to be a director of the **company** under the **Corporations Act** or the **ACNC Act**.

24.6 Powers of directors

- a) The directors are responsible for managing and directing the activities of the **company** to achieve the purpose set out in clause 2.
- b) The directors may use all the powers of the **company** except for powers that, under the Corporations Act or this **constitution**, may only be used by **members**.
- c) The directors must decide on the responsible financial management of the **company** including:
 - i. any suitable written delegations of power under clause 24.7; and
 - ii. how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.



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- d) The directors cannot remove a director or auditor. Directors and auditors may only be removed by a **members'** resolution at a **general meeting**.

24.7 Delegation of directors' powers

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

24.8 Payments to directors

- a) The **company** must not pay fees to a director for acting as a director.
- b) The **company** may:
 - i. pay a director for work they do for the **company**, other than as a director, if the amount is no more than a reasonable fee for the work done; or
 - ii. reimburse a director for expenses properly incurred by the director in connection with the affairs of the **company**.
- c) Any payment made under clause 24.8b) must be approved by the directors.
- d) The **company** may pay premiums for insurance indemnifying directors, as allowed for by law (including the Corporations Act) and this **constitution**.

24.9 Execution of documents

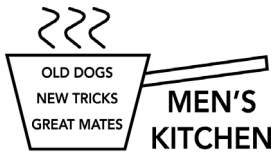
The **company** may execute a document without using a common seal if the document is signed by:

- a) two directors of the **company**; or
- b) a director and the secretary.

24.10 Duties of directors

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

- a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the **company**;



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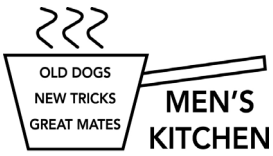
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- b) to act in good faith in the best interests of the **company** and to further the charitable purpose of the **company** set out in clause 2;
- c) not to misuse their position as a director;
- d) not to misuse information they gain in their role as a director;
- e) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 24.11;
- f) to ensure that the financial affairs of the **company** are managed responsibly; and
- g) not to allow the **company** to operate while it is insolvent.

24.11 Conflicts of interest

- a) A director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of directors (or that is proposed in a circular resolution):
 - i. to the other directors; or
 - ii. if all of the directors have the same conflict of interest, to the **members** at the next **general meeting**, or at an earlier time if reasonable to do so.
- b) The disclosure of a conflict of interest by a director must be recorded in the minutes of the meeting.
- c) Each director who has a material personal interest in a matter that is being considered at a meeting of directors (or that is proposed in a circular resolution) must not, except as provided under clause d:
 - i. be present at the meeting while the matter is being discussed; or
 - ii. vote on the matter.
- d) A director may still be present and vote if:
 - i. their interest arises because they are a **member** of the **company**, and the other **members** have the same interest;
 - ii. their interest relates to an insurance contract that insures, or would insure, the director against liabilities that the director incurs as a director of the **company** (see clause 31.2);
 - iii. their interest relates to a payment by the **company** under clause 31.1 (indemnity), or any contract relating to an indemnity that is allowed under the Corporations Act;



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- iv. the Australian Securities and Investments Commission (ASIC) makes an order allowing the director to vote on the matter;
or
- v. the directors who do not have a material personal interest in the matter pass a resolution that:
 - A identifies the director, the nature and extent of the director's interest in the matter and how it relates to the affairs of the **company**; and
 - B says that those directors are satisfied that the interest should not stop the director from voting or being present.

24.12 Directors' meetings

- a) When the directors meet

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

- b) Calling directors' meetings

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

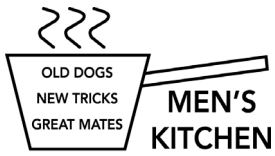
- c) Chairperson for directors' meetings

- i. The **elected chairperson** is entitled to chair directors' meetings.
- ii. The directors at a directors' meeting may choose a director to be the chairperson for that meeting if the **elected chairperson** is:
 - A not present within 30 minutes after the starting time set for the meeting; or
 - B present but does not want to act as chairperson of the meeting,
 - C or has provided notice to the secretary ahead of the meeting that they will not be present.

- d) Quorum at directors' meetings

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

- e) Using technology to hold directors' meetings



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

f) Passing directors' resolutions

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

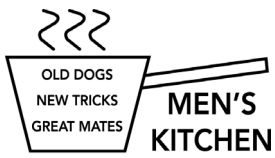
g) Circular resolutions of directors

- i. The directors may pass a circular resolution without a directors' meeting being held.
- ii. A circular resolution is passed if a majority of the directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause iii or clause iv.
- iii. Each director may sign:
 - A a single document setting out the resolution and containing a statement that they agree to the resolution;
 - or
 - B separate copies of that document, as long as the wording of the resolution is the same in each copy.
- iv. The **company** may send a circular resolution by email to the directors and the directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.
- v. A circular resolution is passed when the last director constituting a majority vote signs or otherwise agrees to the resolution in the manner set out in clause 24.12g)iii or clause 24.12g)iv.

25 Secretary

25.1 Appointment and role of secretary

- a) The **company** must have at least one secretary, who may also be a director.
- b) A secretary must be appointed by the directors (after giving the **company** their signed consent to act as secretary of the **company**) and may be removed by the directors.



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- c) The role of the secretary includes:
 - i. Maintaining a register of the **company's members**; and
 - ii. maintaining the minutes and other records of **general meetings** (including notices of meetings), directors' meetings and circular resolutions.

26 Minutes and records

26.1 The **company** must, within one month, make and keep the following records:

- a) minutes of proceedings and resolutions of **general meetings**;
- b) minutes of circular resolutions of **members**;
- c) a copy of a notice of each **general meeting**; and
- d) a copy of a **members'** statement distributed to **members** under clause 21.

26.2 The **company** must, within one month, make and keep the following records:

- a) minutes of proceedings and resolutions of directors' meetings (including meetings of any committees); and
- b) minutes of circular resolutions of directors.

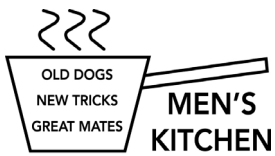
26.3 To allow **members** to inspect the **company's** records:

- a) the **company** must give a **member** access to the records set out in clause 27.1; and
- b) the directors may authorise a **member** to inspect other records of the **company**, including records referred to in clause 27.2 and clause 27.1.

26.4 The directors must ensure that minutes of a **general meeting** or a directors' meeting are signed within a reasonable time after the meeting by:

- a) the chairperson of the meeting; or
- b) the chairperson of the next meeting.

26.5 The directors must ensure that minutes of the passing of a circular resolution (of **members** or directors) are signed by a director within a reasonable time after the resolution is passed.



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27 Financial and related records

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

28 By-laws

- 28.1 The directors may pass resolutions to make or amend by-laws to give effect to this **constitution**.
- 28.2 **Members** and directors must comply with by-laws as if they were part of this **constitution**.

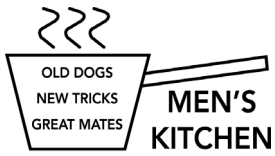
29 Notice

- 29.1 What is notice
- a) Anything written to or from the **company** under any clause in this **constitution** is written notice and is subject to clauses 29.2 to 29.4, unless specified otherwise.
 - b) Clauses 29.2 to 29.4 do not apply to a notice of proxy under clause 23.5f).

29.2 Notice to the **company**

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

- a) delivering it to the **company's** registered office;
- b) posting it to the **company's** registered office or to another address chosen by the **company** for notice to be provided; or



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- c) sending it to an email address or other electronic address notified by the **company** to the **members** as the **company's** email address or other electronic address.

29.3 Notice to members

- a) Written notice or any communication under this **constitution** may be given to a member:
 - i. in person;
 - ii. by posting it to, or leaving it at the address of the **member** in the register of **members** or an alternative address (if any) nominated by the **member** for service of notices;
 - iii. sending it to the email or other electronic address nominated by the **member** as an alternative address for service of notices (if any); or
 - iv. if agreed to by the member, by notifying the **member** at an email or other electronic address nominated by the member, that the notice is available at a specified place or address (including an electronic address).
- b) If the **company** does not have an address for the member, the **company** is not required to give notice in person.

29.4 When notice is taken to be given

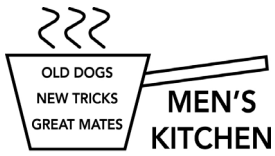
A notice:

- a) delivered in person, or left at the recipient's address, is taken to be given on the day it is delivered;
- b) sent by post, is taken to be given on the third day after it is posted with the correct payment of postage costs;
- c) sent by email or other electronic method, is taken to be given on the business day after it is sent; or
- d) given under clause 29.3a)iv is taken to be given on the business day after the notification that the notice is available is sent.

30 Financial year

30.1 Company's financial year

The **company's** financial year is from 1 July to 30 June, unless the directors pass a resolution to change the financial year.



31 Indemnity, insurance and access

31.1 Indemnity

- a) The **company** indemnifies each officer of the **company** out of the assets of the **company**, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the **company**.
- b) In this clause, 'officer' means a director or secretary and includes a director or secretary after they have ceased to hold that office.
- c) In this clause, 'to the relevant extent' means:
 - i. to the extent that the **company** is not precluded by law (including the Corporations Act) from doing so; and
 - ii. for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).
- d) The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the **company**.

31.2 Insurance

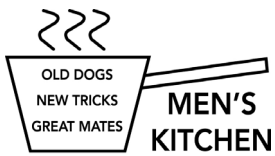
To the extent permitted by law (including the Corporations Act), and if the directors consider it appropriate, the **company** may pay or agree to pay a premium for a contract insuring a person who is or has been an officer of the **company** against any liability incurred by the person as an officer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

31.3 Directors' access to documents

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

32 Winding up and revocation of endorsement

32.1 If the **company** is wound up:



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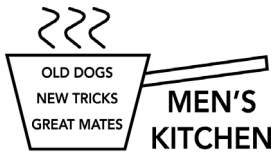
- a) each **member**; and
- b) each person who has ceased to be a **member** in the preceding 12 months, undertakes to contribute to the property of the **company** for the:
 - i. payment of debts and liabilities of the **company** (in relation to clause 32.1b), contracted before the person ceased to be a member) and payment of costs, charges and expenses of winding up; and
 - ii. adjustment of the rights of the contributories amongst themselves,such amount as may be required, not exceeding \$10.00 (and otherwise has no liability for the payment of debts and liabilities of the **company** nor obligation to contribute to the property of the **company**).
- c) For the avoidance of doubt, participants in the activities of the **company** and who are not **members** will have no liability for the debts of the **company**.

32.2 If the **company** is endorsed as a deductible gift recipient under Subdivision 30-BA of the Tax Act then on the winding up or revocation of endorsement of the **company** any surplus of the following assets:

- a) gifts of money or property for the principal purpose of the **company**;
- b) contributions described in item 7 or 8 of the table in section 30-15 of the Tax Act in relation to a fundraising event held for the principal purpose;
- c) money received by the **company** because of such gifts or contributions;

will, as required by section 30-125 of the Tax Act, be given or transferred to a fund, authority or institution gifts to which are deductible under Division 30 of the Tax Act and which, by its constitution, is:

- d) required to pursue charitable purposes only (being charitable purposes similar, as far as possible, to those of the **company**);
- e) required to apply its income in promoting its charitable purposes; and
- f) prohibited from making any distribution to its **members** and paying fees to its directors, to at least the same extent of such prohibitions under this **constitution**,



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such fund, authority or institution to be determined by the **members**, and in default, by application to the Supreme Court of New South Wales for determination.

- 32.3 Subject to clause 32.2, on the winding up of the **company**, any other surplus remaining following the satisfaction of all debts and liabilities of the **company** will not be paid to or distributed amongst **members**, but will, unless otherwise required by law, be given or transferred to another corporation or body which, by its constitution, is:
- a) required to pursue charitable purposes only (being charitable purposes similar, as far as possible, to those of the **company**);
 - b) required to apply its income in promoting its charitable purposes; and
 - c) prohibited from making any distribution to its **members** and paying fees to its directors, to at least the same extent of such prohibitions under this **constitution**,

such corporation or body to be determined by the **members**, and in default, by application to the Supreme Court of New South Wales for determination.

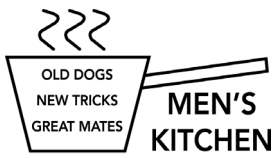
33 Definitions and interpretation

33.1 Definitions

In this constitution:

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth), or any other legislation relating to the establishment or operation of an Australian charities commission and/or a national regulatory framework and/or a national education body or otherwise for the not for profit sector, as modified or amended from time to time and includes any regulations made under that Act or any other such legislation and any rulings or requirements of the Commissioner of the Australian Charities and Not for Profits Commission under that Act, or any commissioner or body under any other such legislation, having application to the **company**.

applicable not-for-profit laws means any law relating to the regulation of charities or not for profit entities applicable to the **company**, including the *ACNC Act*, the *Charities Act*, each *Charitable Fundraising Act*, the *Tax Act*, section 150 of the *Corporations Act* and any Rulings or requirements of



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any commissioner or body under any such law, having application to the **company**.

Charitable Fundraising Act means the legislation of any State or Territory of Australia, or the Commonwealth of Australia, regulating the raising of funds for charitable purposes and applicable to the **company**, which may include, relevantly, *Charitable Fundraising Act 1991* (NSW).

Charities Act means the *Charities Act 2013* (Cth).

company means Men's Kitchen Association Limited (ACN 647 828 064).

constitution means the constitution of the **company** as amended from time to time.

Corporations Act means the *Corporations Act 2001* (Cth), as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the **company**.

elected chairperson means a person elected by the directors to be the **company's** chairperson under clause 24.3.

expectations of members means the code of conduct policy published by the **company** and amended from time to time

general meeting means a meeting of **members** and includes the annual general meeting.

guarantee has the meaning defined in clause 1.4.

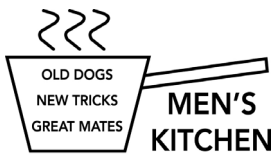
kitchen means a facilitated educational cooking session for the purposes of providing a safe, supportive and instructive group environment where people at risk of loneliness, social isolation and the physical and mental illnesses can learn and practice essential life skills based around nutritious food preparation and cooking.

member means a person who is named in the application for registration of the **company** or admitted as a **member** of the **company** by the directors in accordance with clause 6.

member present means, in connection with a **general meeting**, a **member** present in person, by representative or by proxy at the venue or venues for the meeting

member representative means the representative of a **member** as defined in clause 15.

membership fees mean the fees payable by a **member** to become and remain a **member** of the **company**.



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physical and mental illnesses means any physical illnesses including, but not limited to, obesity, cardiovascular disease, Alzheimer's disease and dementia, as well as mental illnesses including, but not limited to, depression and anxiety.

special resolution means a resolution:

- i. of which notice has been given under clause 12.1e); and
- ii. that has been passed by at least 75% of the votes cast by **members present** and entitled to vote on the resolution.

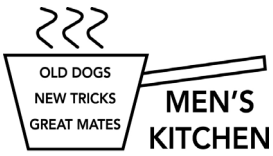
Tax Act means the *Income Tax Assessment Act 1997* (Cth) as modified or amended from time to time and includes any regulations made under that Act and any rulings or requirements of the Commissioner of Taxation of the Commonwealth of Australia having application to the **company**.

33.2 In this **constitution**, except where the context otherwise requires, an expression in a clause of this **constitution** has the same meaning as in the Corporations Act. Where the expression has more than one meaning in the Corporations Act and a provision of the Corporations Act deals with the same matter as a clause of this **constitution**, that expression has the same meaning as in that provision.

34 Interpretation

34.1 In this **constitution**, except where the context otherwise requires:

- a) the singular includes the plural and vice versa, and a gender includes other genders;
- b) another grammatical form of a defined word or expression has a corresponding meaning;
- c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this **constitution**, and a reference to this **constitution** includes any schedule or annexure;
- d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- e) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- f) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;



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- g) the meaning of general words is not limited by specific examples introduced by including, **for example** or similar expressions; and
- h) a reference to applicable law includes the applicable law and any applicable authorisation or licence granted thereunder.

34.2 Headings are for ease of reference only and do not affect interpretation.

35 Applicable Not-for-Profit Laws

35.1 The **company** will at all times comply with the **applicable not-for-profit laws**.