



Confidentiality was removed  
from this document by resolution

Constitution of Healthy  
Waterways Ltd  
ACN 137 943 554



## Table of contents

PRELIMINARY	1
1 Definitions	1
2 Interpretation	1
3 Replaceable rules	1
OBJECTS	1
4 Objects	1
INCOME AND PROPERTY OF THE COMPANY	2
5 Income and property of Company	2
MEMBERSHIP	3
6 Admission	3
6A Eligibility for membership	3
7 Ceasing to be a Member	<del>54</del>
8 Powers of attorney	<del>54</del>
9 Representatives	<del>64</del>
GENERAL MEETINGS	<del>65</del>
10 Calling general meeting	<del>65</del>
11 Notice of general meeting	<del>65</del>
PROCEEDINGS AT GENERAL MEETINGS	<del>76</del>
12 Member	<del>76</del>
13 Chairperson	<del>86</del>
14 Adjournment	<del>87</del>
15 Decision on questions	<del>87</del>
16 Taking a poll	<del>97</del>
17 Casting vote of chairperson	<del>98</del>
18 Offensive material	<del>98</del>
VOTES OF MEMBERS	<del>98</del>
19 Entitlement to vote	<del>98</del>
20 Objections	<del>98</del>
21 Votes by proxy	<del>108</del>
22 Document appointing proxy	<del>109</del>
23 Lodgement of proxy	<del>119</del>
24 Validity	<del>1140</del>
APPOINTMENT AND REMOVAL OF DIRECTORS	<del>1140</del>
25 Number of Directors	<del>1140</del>



26	Appointment and removal of Directors	<u>1244</u>
27	Not used	<b>Error! Bookn</b>
28	Filling Vacancies	<u>1444</u>
29	Retirement	<u>1444</u>
30	Vacation of office	<u>1444</u>
POWERS AND DUTIES		<u>1542</u>
31	Powers and duties of Directors	<u>1542</u>
PROCEEDINGS OF DIRECTORS		<u>1542</u>
32	Directors' meetings	<u>1542</u>
33	Decision on questions	<u>1643</u>
PAYMENTS TO DIRECTORS		<u>1643</u>
34	Payments to Directors	<u>1643</u>
35	Directors' interests	<u>1644</u>
36	Alternate Directors	<u>1745</u>
37	Remaining Directors	<u>1845</u>
38	Chairperson	<u>1845</u>
39	Delegation	<u>1845</u>
40	Written resolutions	<u>1846</u>
41	Validity of acts of Directors	<u>1946</u>
42	Minutes and Registers	<u>1946</u>
LOCAL MANAGEMENT		<u>1947</u>
43	Local management	<u>1947</u>
44	Appointment of attorneys and agents	<u>2047</u>
SECRETARY		<u>2048</u>
45	Secretary	<u>2048</u>
SEALS		<u>2048</u>
46	Common Seal	<u>2048</u>
47	Duplicate Seal	<u>2148</u>
INSPECTION OF RECORDS		<u>2148</u>
48	Inspection of records	<u>2148</u>
NOTICES		<u>2149</u>
49	Service of notices	<u>2149</u>
50	Persons entitled to notice	<u>2249</u>
AUDIT AND ACCOUNTS		<u>2220</u>
51	Audit and accounts	<u>2220</u>
PUBLIC FUND		<u>2220</u>
52	Rules of the Public Fund	<u>2220</u>



53	Requirements of the Public Fund	<a href="#">2320</a>
54	Winding up of Public Fund	<a href="#">2320</a>
55	Statistical information on Public Fund	<a href="#">2324</a>
56	Ministerial rules for gifts to the Public Fund	<a href="#">2324</a>
WINDING UP		<a href="#">2324</a>
57	Winding up	<a href="#">2324</a>
INDEMNITY		<a href="#">2424</a>
58	Indemnity	<a href="#">2424</a>
AMENDMENT TO CONSTITUTION		<a href="#">2422</a>
59	AMENDMENT TO CONSTITUTION	<a href="#">2422</a>
Schedule 1	Definitions	<a href="#">2523</a>
Schedule 2	Subscribing Member	<a href="#">2825</a>

Confidentiality was removed  
from this document by resolution



## PRELIMINARY

### 1 Definitions

---

- 1.1 The words and phrases used in this Constitution have the meanings as set out at ~~Schedule 1~~ **Schedule 1**.
- 1.2 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.

### 2 Interpretation

---

- 2.1 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\$, \$A, dollar or \$ is to Australian currency; and
  - (f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.

### 3 Replaceable rules

---

- 3.1 To the extent permitted by law, the replaceable rules in the Corporations Act do not apply to the Company.

## OBJECTS

### 4 Objects

---

- 4.1 The Company is established to be a not for profit charitable institution whose objects are:
  - (a) to contribute to improvements in the ecosystem health of Moreton Bay and South East Queensland's other coastal, estuarine and freshwater waterways in support of the SEQ Healthy Waterways Vision through delivery of:
    - (i) independent and rigorous science including coordination of relevant scientific activities;
    - (ii) relevant aquatic ecosystem monitoring, including ambient ecosystem health and other monitoring;



- (iii) activities related to effective and broad-reaching communication, education, capacity building and motivation; and
  - (iv) evaluation and reporting of relevant matters, including the results of aquatic ecosystem health monitoring and the effectiveness of programs intended to secure changes in attitudes, knowledge and behaviour;
- (ab) to leverage knowledge developed and research undertaken by the Company and/or the HWP Network to develop training and education resources, including models, that may be used and applied nationally and internationally:
- (i) to enhance regional collaboration in improving ecosystem health of coastal, estuarine and freshwater waterways;
  - (ii) to support decision making, inform policy development and inspire collective action for effective catchment management; and
  - (iii) to manage and co-ordinate the establishment of other waterway network bodies;
- ~~(iv)~~
- (b) to facilitate the establishment of the HWP Network;
  - (c) to manage, operate and administer the HWP Network in accordance with the Network Rules;
  - (d) to provide, where appropriate, a mechanism for the development, coordination or delivery of programs or activities with broad application to the SEQ Region and in a manner consistent with the NRM Regional Plan, or that are not the responsibility of any particular agency;
  - (e) to attract and manage funds from the corporate and private sectors, and the Commonwealth, the State and local government for activities relevant to the achievement of the SEQ Healthy Waterways Vision and the furtherance of these objects and the HWP Network;
  - (f) establish and maintain the Public Fund for the specific purpose of supporting the improvement of aquatic ecosystem health in Moreton Bay and other South East Queensland waterways; and
  - (g) to carry out other ancillary and supportive purposes including commercialisation of intellectual property and assets of the Company, and facilitation of the aims of the SE Queensland Healthy Waterways partnership, including through the establishment, management and operation of the HWP Network.

4.2 The Company may only exercise the powers in section 124(1) of the Corporations Act to:

- (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 4.2(a).

## INCOME AND PROPERTY OF THE COMPANY

### 5 Income and property of Company

---

5.1 The income and property of the Company will only be applied towards the promotion of the objects of the Company set out in clause 4.



- 5.2 No income or property will be paid or transferred directly or indirectly to any Member of the Company except for payments to a Member:
- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
  - (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent.
- 5.3 An allocation of funds or property to other persons or organisations will be made in accordance with the established purposes of the Company and will not be influenced by the presence of the donor.

## MEMBERSHIP

### 6 Admission

---

- 6.1 The number of Members with which the Company proposes to be registered is unlimited.
- 6.2 The Members of the Company are:
- (a) the persons who consented to become Members in the application for registration of the Company; and
  - (b) any other persons, corporations or organisations whom or which the Directors admit to membership in accordance with this Constitution.
- 6.3 Applications for membership of the Company must be in writing, signed by the applicant and in a form approved by the Directors in their absolute discretion.
- 6.4 The Directors will consider each application for membership at the next meeting of Directors after the application is received. In considering an application for membership, the Directors may:
- (a) accept or reject the application; or
  - (b) ask the applicant to give more evidence of eligibility for membership.
- 6.5 If the Directors ask for more evidence under clause 6.4, their determination of the application for membership is deferred until the evidence is given.
- 6.6 The Directors do not have to give any reason for rejecting an application for membership.
- 6.7 As soon as practicable following acceptance of an application for membership, the Secretary will send the applicant written notice of the acceptance.
- 6.8 The rights and privileges of every Member are personal to each Member and are not transferable by the Member's own act or by operation of law.

### 6A Eligibility for membership and Membership Fees

---

- 6A.1 Membership of the Company will be divided into two (2) classes:
- (a) Class A; and
  - (b) Class B. Subject to clause 6A.2, a person, corporation or organisation must be an Investor Network Participant to be eligible for membership of the Company.
- 6A.2 To be eligible to be admitted as a Class A Member, the applicant must accompany its membership application with the relevant Membership Fee and agree to comply with the Network Rules. The Founding Member will not be



~~required to be an Investor Network Participant for a period of 12 months from the date that the Directors notify the Founding Member in writing of:~~

- ~~(a) the 12 month moratorium; and~~
- ~~(b) the date of expiry of the 12 month moratorium.~~

~~6A.3 To be eligible to be admitted as a Class B Member, the applicant must accompany its membership application with the relevant Membership Fee and agree to comply with the Network Rules. At least 30 days before the Expiry Date, the Founding Member must advise the Directors in writing whether the Founding Member will seek to join the HWP Network as an Investor Network Participant.~~

~~6A.4 Members of the Company who joined as members before 1 March 2014 are deemed to be Class A members, subject to payment of the relevant Membership Fee.~~

~~6A.5 Class A Members:~~

- ~~(a) will be entitled to vote at meetings of the Company; and~~
- ~~— be entitled to the other rights attaching to Class A membership set out in the Network Rules. The Founding Member's membership of the Company will cease if the Founding Member:~~
- ~~(a)(b) advises the Directors in accordance with clause 6A.3 that it will not seek to join the HWP Network as an Investor Network Participant;~~

~~6A.6 Class B Members:~~

- ~~(a) will be entitled to receive notices of company meetings but will not be entitled to vote at meetings of the Company; and~~
- ~~(b) will be entitled to the other rights attaching to Class B membership set out in the Network Rules.~~

~~6A.7 The Directors may, from time to time, but subject to clauses 6A.9 and 6A.10, establish additional classes of Membership and may prescribe the qualifications, rights and privileges of persons admitted to Membership in, or transferred into, such classes of Membership.~~

~~6A.8 Membership Fees will be determined in the following way:~~

- ~~(a) the Directors will determine the Membership Fee, if any, payable by Members in each Membership Year;~~
- ~~(b) the Directors are entitled to determine, in their absolute discretion, different Membership Fees for different Members or classes of Members;~~
- ~~(c) if the first Membership Year for any potential member is less than 12 months, the first year's Membership Fee payable by that applicant will be apportioned according to the number of days remaining in that Membership Year; and~~
- ~~(d) Membership Fees must be paid within thirty (30) days of the start of each financial year.~~

~~6A.9 If at any time the Directors exercise the powers under clause 6A.7, the rights, restrictions or obligations of Members or any class of Members may be varied with either:~~

- ~~(a) the written consent of not less than 75% of the existing Members; or~~





(b) the sanction of a special resolution passed at a separate general meeting of the existing Members.

6A.10 If the Directors establish a new class of Membership that has the same rights, restrictions or obligations as an existing class of Membership, the establishment of that new class of Membership is not treated as a variation of the rights attaching to that class.

~~(b) — fails to notify the Directors by the Expiry Date; or~~

~~(c) — fails to join the HWP Network within 60 days of the Expiry Date.~~

## 7 Ceasing to be a Member

---

7.1 A Member's membership of the Company will cease:

- (a) if the Member gives the Secretary written notice of resignation, from the date of receipt of that notice by the Secretary;
- (b) where the Member is an individual, if the Member:
  - (i) dies;
  - (ii) becomes mentally incapacitated or whose person or estate is liable to be dealt with in any way under the laws relating to mental health; or
  - (iii) is convicted of an indictable offence;
- (c) where the Member is not an individual, if:
  - (i) a liquidator is appointed in connection with the winding-up of the Member; or
  - (ii) an order is made by a Court for the winding-up or deregistration of the Member; ~~or~~
- ~~(d) the Member fails to pay its Membership Fee by 30 September in each financial year ceases to be an Investor Network Participant in accordance with the Network Rules; or~~
- ~~(d)(e) the Member breaches the Network Rules and does not remedy that breach to the satisfaction of the Board within thirty (30) days of receipt of a rectification notice from the Company.-~~

7.2 Any Member ceasing to be a Member:

- (a) will not be entitled to have any claim upon any portion of the property or assets of the Company; and
- (b) will remain liable for and will pay to the Company all subscriptions and moneys which were due at the date of ceasing to be a Member.

## 8 Powers of attorney

---

8.1 If a Member executes or proposes to execute any document or do any act by or through an attorney which affects the Company or the Member's membership in the Company, that Member must deliver the instrument appointing the attorney to the Company for notation.

8.2 If the Company asks the Member to file with it a certified copy of the instrument for the Company to retain, the Member will promptly comply with that request.



- 8.3 The Company may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.

## **9 Representatives**

---

- 9.1 Any corporation or organisation which is a Member may by written notice to the Secretary:
- (a) appoint a natural person to act as its Representative in all matters connected with the Company as permitted by the Corporations Act; and
  - (b) remove a Representative.
- 9.2 A Representative is entitled to:
- (a) exercise at a general meeting all the powers which the corporation or organisation which appointed him or her could exercise if it were a natural person;
  - (b) stand for election as an office bearer or Director; and
  - (c) be counted towards a quorum on the basis that the Member corporation or organisation is to be considered personally present at a general meeting by its Representative.
- 9.3 A certificate executed in accordance with section 127 of the Corporations Act is rebuttable evidence of the appointment or of the removal of the appointment (as appropriate) of the Representative.
- 9.4 The chairperson of a general meeting may allow a Representative to vote on the condition that he or she subsequently establishes his or her status as a Representative within a period prescribed by and to the satisfaction of the chairperson of the general meeting.
- 9.5 The appointment of a Representative may set out restrictions on the Representative's powers.

## **GENERAL MEETINGS**

### **10 Calling general meeting**

---

- 10.1 Any Director may, at any time, call a general meeting.
- 10.2 A Member may:
- (a) only request the Directors to call a general meeting in accordance with section 249D of the Corporations Act; and
  - (b) not request or call and arrange to hold a general meeting except under section 249E or 249F of the Corporations Act.

### **11 Notice of general meeting**

---

- 11.1 Subject to the provisions of the Corporations Act allowing general meetings to be held with shorter notice, at least 21 days written notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) must be given to Members of any general meeting.
- 11.2 A notice calling a general meeting:



- (a) must specify the place, date and time of the meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate this; and
  - (b) must state the general nature of the business to be transacted at the meeting; and
  - (c) may specify a place, facsimile number and electronic address for the purposes of proxy appointment.
- 11.3 A notice of an annual general meeting need not state that the business to be transacted at the meeting includes:
- (a) the consideration of the annual financial report, Directors' report and the Auditor's report;
  - (b) the election of directors; or
  - (c) the appointment and fixing of the remuneration of the Auditor.
- 11.4 The Directors may postpone or cancel any general meeting whenever they think fit (other than a meeting called as the result of a request under clause 10.2).
- 11.5 The Directors must give notice of the postponement or cancellation of a general meeting to all persons referred to in clause 50.1 entitled to receive notices from the Company.
- 11.6 The failure or accidental omission to send a notice of a general meeting (including a proxy appointment form) to any Member or the non-receipt of a notice (or form) by any Member does not invalidate the proceedings at or any resolution passed at the general meeting.

## PROCEEDINGS AT GENERAL MEETINGS

### 12 Member

---

- 12.1 In clauses 12.2, 13, 15 and 19, **Member** includes a Member present in person or by proxy, attorney or Representative.
- 12.2 Quorum
- (a) No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business.
  - (b) A quorum of Members is ~~one~~two-third ~~s~~ of **Class A** Members.
  - (c) If a quorum is not present within 30 minutes after the time appointed for a general meeting:
    - (i) if the general meeting was called on the requisition of Members, it is automatically dissolved; or
    - (ii) in any other case:
      - A. it will stand adjourned to the same time and place seven days after the meeting, or to another day, time and place determined by the Directors; and
      - B. if at the adjourned general meeting a quorum is not present within 30 minutes after the time appointed for the general meeting, the general meeting is automatically dissolved.



## **13 Chairperson**

---

- 13.1 The chairperson, or in the chairperson's absence the deputy chairperson, of Directors' meetings will be the chairperson at every general meeting.
- 13.2 The Directors present may elect a chairperson of a general meeting if:
- (a) there is no chairperson or deputy chairperson; or
  - (b) neither the chairperson nor deputy chairperson is present within 15 minutes after the time appointed for holding the general meeting; or
  - (c) the chairperson and deputy chairperson are unwilling to act as chairperson of the general meeting.
- 13.3 If no election is made under clause 13.2, then:
- (a) the Members may elect one of the Directors present as chairperson; or
  - (b) if no Director is present or is willing to take the chair, the Members may elect one of the Members present as chairperson.
- 13.4 If there is a dispute at a general meeting about a question of procedure, the chairperson may determine the question.

## **14 Adjournment**

---

- 14.1 The chairperson of a general meeting at which a quorum is present:
- (a) in his or her discretion may adjourn the general meeting with the meeting's consent; and
  - (b) must adjourn the general meeting if the meeting directs him or her to do so.
- 14.2 An adjourned general meeting may take place at a different venue to the initial general meeting.
- 14.3 The only business that can be transacted at an adjourned general meeting is the unfinished business of the initial general meeting.
- 14.4 Notice of an adjourned general meeting must only be given in accordance with clause 11.1 if a general meeting has been adjourned for more than 21 days.

## **15 Decision on questions**

---

- 15.1 Subject to the Corporations Act in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- 15.2 A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded in accordance with the Corporations Act.
- 15.3 Unless a poll is demanded:
- (a) a declaration by the chairperson that a resolution has been carried, carried by a specified majority, or lost; and
  - (b) an entry to that effect in the minutes of the meeting,
- are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- 15.4 The demand for a poll may be withdrawn.



- 15.5 A decision of a general meeting may not be impeached or invalidated on the ground that a person voting at the general meeting was not entitled to do so.

## **16 Taking a poll**

---

- 16.1 A poll will be taken when and in the manner that the chairperson directs.
- 16.2 The result of the poll will be the resolution of the meeting at which the poll was demanded.
- 16.3 The chairperson may determine any dispute about the admission or rejection of a vote.
- 16.4 The chairperson's determination, if made in good faith, will be final and conclusive.
- 16.5 A poll demanded on the election of the chairperson or the adjournment of a general meeting must be taken immediately.
- 16.6 After a poll has been demanded at a general meeting, the general meeting may continue for the transaction of business other than the question on which the poll was demanded.

## **17 Casting vote of chairperson**

---

- 17.1 The chairperson does not have a casting vote in addition to the chairperson's votes as a Member, proxy, attorney or Representative.

## **18 Offensive material**

---

- 18.1 A person may be refused admission to, or required to leave and not return to, a meeting if the person:
- (a) refuses to permit examination of any article in the person's possession; or
  - (b) is in possession of any:
    - (i) electronic or recording device;
    - (ii) placard or banner; or
    - (iii) other article,which the chairperson considers to be dangerous, offensive or liable to cause disruption.

## **VOTES OF MEMBERS**

### **19 Entitlement to vote**

---

- 19.1 A Member who is entitled to vote under this Constitution, and who has paid its Membership Fee has one vote.

### **20 Objections**

---

- 20.1 An objection to the qualification of a voter may only be raised at the general meeting or adjourned general meeting at which the voter tendered its vote.
- 20.2 An objection must be referred to the chairperson of the general meeting, whose decision is final.



- 20.3 A vote which the chairperson does not disallow because of an objection is valid for all purposes.

## **21 Votes by proxy**

---

- 21.1 If a Member appoints a proxy, proxies or an attorney, the proxy, proxies or attorney may not vote on a show of hands.
- 21.2 A proxy need not be a Member.
- 21.3 A proxy may demand or join in demanding a poll.
- 21.4 A proxy or attorney may vote on a poll.
- 21.5 A proxy may vote or abstain as he or she chooses except where the appointment of the proxy directs the way the proxy is to vote on a particular resolution. If a proxy votes at all, the proxy will be deemed to have voted all directed proxies in the manner directed.

## **22 Document appointing proxy**

---

- 22.1 An appointment of a proxy is valid if it is signed by the Member making the appointment and contains the information required by subsection 250A(1) of the Corporations Act. The Directors may determine that an appointment of proxy is valid even if it only contains some of the information required by section 250A(1) of the Corporations Act.
- 22.2 For the purposes of clause 22.1, an appointment received at an electronic address will be taken to be signed by the Member if:
- (a) a personal identification code allocated by the Company to the Member has been input into the appointment; or
  - (b) the appointment has been verified in another manner approved by the Directors.
- 22.3 A proxy's appointment is valid at an adjourned general meeting.
- 22.4 A proxy or attorney may be appointed for all general meetings or for any number of general meetings or for a particular purpose.
- 22.5 Unless otherwise provided for in the proxy's appointment or in any instrument appointing an attorney, the appointment of the proxy or the attorney will be taken to confer authority:
- (a) to vote on:
    - (i) any amendment moved to the proposed resolutions and on any motion that the proposed resolution not be put or any similar motion; and
    - (ii) any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the general meeting, even though the appointment may specify the way the proxy or attorney is to vote on a particular resolution; and
  - (b) to vote on any motion before the general meeting whether or not the motion is referred to in the appointment.
- 22.6 If a proxy appointment is signed by the Member but does not name the proxy or proxies in whose favour it is given, the chairperson may either cast as proxy or



complete the appointment by inserting the name or names of one or more directors or the Secretary.

## 23 Lodgement of proxy

---

- 23.1 The written appointment of a proxy or attorney must be received by the Company, at least 48 hours (unless otherwise specified in the notice of meeting to which the proxy relates) before:
- (a) the time for holding the general meeting or adjourned general meeting at which the appointee proposes to vote; or
  - (b) the taking of a poll on which the appointee proposes to vote.
- 23.2 The Company receives an appointment of a proxy and any power of attorney or other authority under which it was executed when they are received at:
- (a) the Company's registered office;
  - (b) a facsimile number at the Company's registered office; or
  - (c) a place, facsimile number or electronic address specified for that purpose in the notice of meeting.

## 24 Validity

---

- 24.1 A vote cast in accordance with an appointment of proxy or power of attorney is valid even if before the vote was cast the appointor:
- (a) died;
  - (b) became mentally incapacitated; or
  - (c) revoked the proxy or power,
- unless any written notification of the death, unsoundness of mind or revocation was received by the Company before the relevant general meeting or adjourned general meeting.

## APPOINTMENT AND REMOVAL OF DIRECTORS

### 25 Number and Qualification of Directors

---

- 25.1 There will not be less than 3 nor more than 9 Directors unless the Company in general meeting by resolution changes the maximum number.

~~25.2 The Directors will be comprised as follows:~~

- ~~(a) five (5) persons election by the Class A Members under clause 26.1; and~~

~~25.2 At present, the Directors comprise:~~

- ~~(a) four (4) Independent persons appointed at the first Network Committee by the Network Committee in accordance with the Network Rules;~~

- ~~(b) one (1) person appointed by the Founding Member two (2) persons appointed under clause 26.3-~~

- ~~25.3 After the Founding Member becomes an Investor Network Participant or ceases to be a Member of the Company in accordance with clause 6A.4, the Directors will be comprises of five (5) Independent persons appointed by the Network Committee in accordance with the Network Rules.~~



~~25.4 Subject to clause 26.4, if the Founding Member joins the HWP Network as an Investor Network Participant, the IWC Nominee Director will hold office until the fifth Independent person set out in clause 25.3 is appointed as Director in accordance with clause 26.1.~~

~~25.4A If the Founding Member ceases to be a Member of the Company in accordance with clause 6A.4, the IWC Nominee Director will cease to hold office from the date the Founding Member's membership ceases.~~

~~25.3 A person is qualified for election~~appointment~~ as a Director under clause 25.2(a) only if the person has qualifications or experience in at least one of the following areas:~~

~~25.5~~

- ~~(a) corporate governance;~~
- ~~(b) science;~~
- ~~(c) community engagement;~~
- ~~(d) financial management;~~
- ~~(e) business; or~~
- ~~(f) law.~~

~~25.4 At least three (3) of the persons elected by the Class A Members under clause 25.2(a) must be Independent.~~

~~(f)25.5 At least one of the persons appointed by the Directors under clause 25.2(b) must be Independent.~~

## **26 Election, ~~a~~Appointment and removal of Directors**

~~26.1 The election of Directors under clause 25.2(a) will take place in the following manner:~~

- ~~(a) the Company Secretary must notify Members of the number of vacancies to be filled at the next AGM, including the number of vacancies that must be filled by Independent persons;~~
- ~~(b) any person Within 30 days of the Founding Member becoming an Investor Network Participant or ceasing to be a Member of the Company in accordance with clause 6A.4, the Directors must call for nominations from Investor Network Participants for the fifth Independent person set out in clause 25.3 in accordance with the Network Rules. wishing to elected as a Director must be nominated by a Member or an existing Director;~~
- ~~(c) the written nomination, signed by the nominee and the nominator, must be lodged with the Secretary at least one month before the annual general meeting at which the appointment is to take place. The nomination must specify whether the nominee is nominating for as an Independent Director;~~
- ~~(d) a list of the candidates names, in alphabetical order, each with the nominator's name and whether the nominee is Independent, will be posted on the website of the Company in a conspicuous place and circulated to Members at least fourteen (14) days immediately preceding the annual general meeting at which the election is to take place;~~
- ~~(e) if the number of candidates standing for appointment exceeds the number of vacancies, balloting lists will be prepared containing the~~





names of the candidates in alphabetical order, and each Member Present will be entitled to vote for any number of candidates not exceeding the number of vacancies to be filled; and

26.4(f) if insufficient candidates are nominated, the Directors may fill the remaining vacancy or vacancies as they think fit subject to compliance with clause 25.4.

26.2 Subject to clause 27.3, the term of a Director elected under clause 26.1 expires at the close of the third annual general meeting following his or her election. All Directors (including the Director appointed under clause 26.1) will be appointed by the Network Committee in accordance with clause 13 of the Network Rules.

26.3 The Directors may appoint up to two (2) persons to the Directors ("Board-appointed Directors"). Board-appointed Directors may have one or more of the qualifications or experience identified in clause 25.3 or other qualifications or experience identified by the Directors as desirable. Subject to clause 26.4, the person occupying the position of the IWC Nominee Director, must resign on the appointment of the fifth Independent Director.

26.4 The term of a Board-appointed Director is three (3) years. If the person occupying the position of the IWC Nominee Director has been appointed as the fifth Independent Director then that person's appointment as Director will continue.

26.5 The term of an Independent Director, appointed by the Network Committee is four (4) years or such other period nominated by the Network Committee.

26.6 The Founding Member may replace the person occupying the position as IWC Nominee Director.

26.7 26.5 If the conduct or position of any Director is such that continuance in office appears to the majority of the Directors to be prejudicial to the interests of the Company, a majority of Directors at a meeting of the Directors specifically called for that purpose may suspend that Director.

26.8 26.6 Within 14 days of the suspension, the Directors must call a meeting of the Members Network Committee, at which the Members Network Committee may either confirm the suspension and direct that a members' meeting is called to resolve to remove the Director from office, or annul the suspension and reinstate the Director.

## **27 Transitional Arrangements**

---

27.1 The terms of appointment of the following Directors will expire at the close of the 2014 annual general meeting of the Company:

- (a) Leith Bouilly;
- (b) Rod Lehmann;
- (c) Anne Jones; and
- (d) Paul Greenfield.

27.2 At the 2014 annual general meeting, Members will elect four (4) Directors in accordance with clause 26.1.

27.3 Two (2) of the Directors elected under clause 27.2 will have terms that expire at the 2016 annual general meeting. This determination will be made at the first meeting of the Directors held after the 2014 annual general meeting.



~~27.4~~27.4 The term of appointment of James Madden will expire at the close of the 2016 annual general meeting of the Company.

## 28 Filling Vacancies

---

28.1 Where a vacancy arises for a Director elected under clause 25.2(a), the Directors may appoint a person to fill the casual vacancy, taking into account the requirements of clauses 25.3 and 25.4~~will call for nominations from the Investor Network Participants and clauses 13.8 to 13.13 in the Network Rules will apply to the process for filling the vacancy.~~

28.2 A person appointed to fill a casual vacancy under clause 28.1 will hold office until the close of the annual general meeting, next following the date of appointment.~~Where the IWC Nominee Director position becomes vacant, the Directors will submit a request to the Founding Member to notify the Company of the person to be appointed to fill that vacancy.~~

## 29 Retirement

---

29.1 A Director must retire from office at the conclusion of the term of his or her appointment.

29.2 A retiring Director will be eligible for re-election.

## 30 Vacation of office

---

30.1 The office of a Director immediately becomes vacant if the Director:

- (a) is prohibited by the Corporations Act from holding office or continuing as a Director;
- (b) is liable to have a person appointed, under a law relating to the administration of estates of persons who through mental or physical incapacity are incapable of managing their affairs, to administer it, or becomes in the opinion of the Directors incapable of performing his or her duties;
- (c) resigns by notice in writing to the Company; or
- (d) is removed by a resolution of the Company;
- (e) is absent from Directors' meetings for 6 consecutive months without leave of absence from the Directors; ~~or~~
- (f) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act.

~~(f)~~30.2 Where a Director has been elected or appointed under this Constitution as an Independent and subsequently ceases to meet the qualification of Independence as required in this Constitution, the term of appointment of that Director will terminate one month after notification is received by the Company that the Director is no longer Independent.



## POWERS AND DUTIES

### 31 Powers and duties of Directors

---

- 31.1 The business of the Company is managed by the Directors who may exercise all powers of the Company that this Constitution and the Corporations Act do not require to be exercised by the Company in general meeting.
- 31.2 Without limiting the generality of clause 31.1, the Directors may exercise all the powers of the Company to:
- (a) borrow money;
  - (b) charge any property or business of the Company;
  - (c) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person; and
  - (d) guarantee or become liable for the payment of money or the performance of any obligation by or of any other person.

## PROCEEDINGS OF DIRECTORS

### 32 Directors' meetings

---

- 32.1 A Director may at any time, and the Secretary must on the request of a Director, call a Directors' meeting.
- 32.2 A Directors' meeting must be called on at least 48 hours written notice of a meeting to each Director and each Alternate Director.
- 32.3 It is not necessary to give notice of a meeting of the Directors to an Australian resident whom the Secretary, when giving notice to the other Directors, reasonably believes to be temporarily outside Australia.
- 32.4 Subject to the Corporations Act, a Directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
- 32.5 The Directors need not all be physically present in the same place for a Directors' meeting to be held.
- 32.6 Subject to clause 35, a Director who participates in a meeting held in accordance with this Constitution is taken to be present and entitled to vote at the meeting.
- 32.7 Clauses 32.4 and 32.5 apply to meetings of Directors' committees as if all committee members were Directors.
- 32.8 The Directors may meet together, adjourn and regulate their meetings as they think fit.
- 32.9 A quorum is a majority of Directors for the time being.
- 32.10 Where a quorum cannot be established for the consideration of a particular matter at a meeting of Directors, the chairperson may call a general meeting to deal with the matter.
- 32.11 Notice of a meeting of Directors may be given in writing, or the meeting may be otherwise called using any technology consented to by all the Directors.



## **33 Decision on questions**

---

- 33.1 Subject to this Constitution, questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present and voting and, subject to clause 35, each Director has one vote.
- 33.2 The chairperson of a meeting does not have a casting vote in addition to his or her deliberative vote.
- 33.3 An Alternate Director has one vote for each Director for whom he or she is an alternate.
- 33.4 If the Alternate Director is a Director, he or she also has a vote as a Director.

## **PAYMENTS TO DIRECTORS**

### **34 Payments to Directors**

---

- 34.1 No payment will be made to any Director of the Company other than payment:
- (a) of out of pocket expenses incurred by the Director 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) for any service rendered to the Company by the Director in a professional or technical 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 an amount which commercially would be reasonable payment for the service;
  - (c) of any salary or wage due to the Director as an employee of the Company where the terms of employment have been approved by the Directors of the Company; and
  - (d) relating to an indemnity in favour of the Director and permitted by section 199A of the Corporations Act or a contract of insurance permitted by section 199B.

### **35 Directors' interests**

---

- 35.1 No contract made by a Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which any Director may be in any way interested is avoided or rendered voidable merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.
- 35.2 No Director contracting with or being interested in any arrangement involving the Company is liable to account to the Company for any profit realised by or under any such contract or arrangement merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.
- 35.3 A Director is not disqualified merely because of being a Director from contracting with the Company in any respect.
- 35.4 Subject to clause 34, a Director or a body or entity in which a Director has a direct or indirect interest may:
- (a) enter into any agreement or arrangement with the Company;



- (b) hold any office or place of profit other than as auditor in the Company;  
and
  - (c) act in a professional capacity other than as auditor for the Company,  
and the Director or the body or entity can receive and keep beneficially any remuneration, profits or benefits under any agreement or arrangement with the Company or from holding an office or place of profit in or acting in a professional capacity with the Company.
- 35.5 A Director who has a material personal interest in a matter that is being considered at a Directors' meeting must not:
- (a) be present while the matter is being considered at the meeting; or
  - (b) vote on the matter,
- unless permitted by the Corporations Act to do so, in which case the Director may:
- (c) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
  - (d) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
  - (e) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
- 35.6 A Director may be or become a director or other officer of, or otherwise interested in, any related body corporate or any other body corporate promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and is not accountable to the Company for any remuneration or other benefits received by the Director as a director or officer of, or from having an interest in, that body corporate.

## **36 Alternate Directors**

---

- 36.1 A Director may, with the approval of the Directors, appoint any person as his or her alternate for a period determined by that Director.
- 36.2 An Alternate Director is entitled to notice of Directors' meetings and, if the appointor is not present at a meeting, is entitled to attend, be counted in a quorum and vote as a Director.
- 36.3 An Alternate Director is an officer of the Company and is not an agent of the appointor.
- 36.4 The provisions of this Constitution which apply to Directors also apply to Alternate Directors.
- 36.5 The appointment of an Alternate Director:
- (a) may be revoked at any time by the appointor or by the other Directors;  
and
  - (b) ends automatically when the appointor ceases to be a Director.
- 36.6 Any appointment or revocation under this clause must be effected by written notice delivered to the Secretary.



## 37 Remaining Directors

---

- 37.1 The Directors may act even if there are vacancies on the board.
- 37.2 If the number of Directors is not sufficient to constitute a quorum at a Directors' meeting, the Directors may act only to:
- (a) appoint a Director; or
  - (b) call a general meeting.

## 38 Chairperson

---

- 38.1 The ~~Independent~~ Directors will appoint one of their own as chairperson of Directors' meetings. The Chairperson must be an Independent Director.
- 38.2 The term of the chairperson appointed under clause 38.1 is two (2) years or the balance of their term of appointment as Director, whichever occurs first unless otherwise agreed by the Independent Directors.
- 38.3 If no chairperson is elected or if the chairperson is not present at any Directors' meeting within ten (10) minutes after the time appointed for the meeting to begin, the ~~Independent~~ Directors present must elect an ~~Independent~~ Director to be chairperson of the meeting.
- 38.4 The Directors may elect a Director as deputy chairperson to act as chairperson in the chairperson's absence.

## 39 Delegation

---

- 39.1 The Directors 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.
- 39.2 The Directors may at any time revoke any delegation of power to a committee.
- 39.3 At least one member of each committee must be a Director.
- 39.4 A committee must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- 39.5 A committee may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.
- 39.6 Meetings of any committee of Directors will be governed by the provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors. The provisions apply as if each member was a Director.

## 40 Written resolutions

---

- 40.1 The Directors may pass a resolution without a Director's meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. The resolution is passed when the last Director signs.
- 40.2 For the purposes of clause 40.1, separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- 40.3 Any document referred to in this clause may be in the form of a facsimile or electronic transmission.



- 40.4 The minutes of Directors' meetings must record that a meeting was held in accordance with this clause.
- 40.5 This clause applies to meetings of Directors' committees as if all members of the committee were Directors.

## **41 Validity of acts of Directors**

---

41.1 If it is discovered that:

- (a) there was a defect in the appointment of a person as a Director, Alternate Director or member of a Directors' committee; or
- (b) a person appointed to one of those positions was disqualified,

all acts of the Directors or the Directors' committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

## **42 Minutes and Registers**

---

42.1 The Directors must cause minutes to be made of:

- (a) the names of the Directors present at all Directors' meetings and meetings of Directors' committees;
- (b) all proceedings and resolutions of general meetings, Directors' meetings and meetings of Directors' committees;
- (c) all resolutions passed by Directors in accordance with clause 40;
- (d) all appointments of officers;
- (e) all orders made by the Directors and Directors' committees; and
- (f) all disclosures of interests made under clause 35.

42.2 Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body.

42.3 The Company must keep all registers required by this Constitution and the Corporations Act.

## **LOCAL MANAGEMENT**

### **43 Local management**

---

43.1 The Directors may provide for the management and transaction of the affairs of the Company in any places and in such manner as they think fit.

43.2 Without limiting clause 43.1 the Directors may:

- (a) establish local boards or agencies for managing any of the affairs of the Company in a specified place and appoint any persons to be members of those local boards or agencies; and
- (b) delegate to any person appointed under clause 43.2(a) any of the powers, authorities and discretions which may be exercised by the Directors under this Constitution,

on any terms and subject to any conditions determined by the Directors.

43.3 The Directors may at any time revoke or vary any delegation under this clause.



## **44 Appointment of attorneys and agents**

---

- 44.1 The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the Corporations Act appoint any person to be the attorney or agent of the Company:
- (a) for the purposes;
  - (b) with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution);
  - (c) for the period; and
  - (d) subject to the conditions, determined by the Directors.
- 44.2 An appointment by the Directors of an attorney or agent of the Company may be made in favour of:
- (a) any member of any local board established under this Constitution;
  - (b) any company;
  - (c) the members, directors, nominees or managers of any company or firm; or
  - (d) any fluctuating body of persons whether nominated directly or indirectly by the Directors.
- 44.3 A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.
- 44.4 The Directors may appoint attorneys or agents by facsimile transmission, telegraph or cable to act for and on behalf of the Company.
- 44.5 An attorney or agent appointed under this clause may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in it.

## **SECRETARY**

### **45 Secretary**

---

- 45.1 If required by the Corporations Act, there must be at least one secretary of the Company appointed by the Directors for a term and at remuneration and on conditions determined by them.
- 45.2 The Secretary is entitled to attend and be heard on any matter at all Directors' and general meetings.
- 45.3 The Directors may, subject to the terms of the Secretary's employment contract, suspend, remove or dismiss the Secretary.

## **SEALS**

### **46 Common Seal**

---

- 46.1 If the Company has a Seal:
- (a) the Directors must provide for the safe custody of the Seal;
  - (b) the Seal must not be used without the authority of the Directors or a Directors' committee authorised to use the Seal;





- (c) every document to which the Seal is affixed must be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Directors to countersign the document.

## **47 Duplicate Seal**

---

- 47.1 If the Company has a Seal, the Company may have one or more duplicate Seals of the Seal each of which:
  - (a) must be a facsimile of the Seal with 'Duplicate Seal' on its face;
  - (b) must not be used except with the authority of the Directors.

## **INSPECTION OF RECORDS**

### **48 Inspection of records**

---

- 48.1 Except as otherwise required by the Corporations 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.
- 48.2 Except as otherwise required by the Corporations Act, 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.

## **NOTICES**

### **49 Service of notices**

---

- 49.1 Notice may be given by the Company to any person who is entitled to notice under this Constitution:
  - (a) by serving it on the person; or
  - (b) by sending it by post, facsimile transmission or electronic notification to the person at the person's address shown in the Register or the address supplied by the person to the Company for sending notices to the person.
- 49.2 A notice sent by post is taken to be served:
  - (a) by properly addressing, prepaying and posting a letter containing the notice; and
  - (b) on the day after the day on which it was posted.
- 49.3 A notice sent by facsimile transmission or electronic notification is taken to be served:
  - (a) by properly addressing the facsimile transmission or electronic notification and transmitting it; and
  - (b) on the day after its despatch.
- 49.4 If a Member does not have an address recorded in the Register a notice will be taken to be served on that Member 24 hours after it was posted on a notice board at the Company's registered office.
- 49.5 A Member whose address recorded in the Register is not in Australia may specify in writing an address in Australia to be taken to be the Member's address for the purposes of clause 49.



- 49.6 A certificate in writing signed by a Director, Secretary or other officer of the Company that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.
- 49.7 Subject to the Corporations Act the signature to a written notice given by the Company may be written or printed.
- 49.8 All notices sent by post outside Australia must be sent by prepaid airmail post.

## **50 Persons entitled to notice**

---

- 50.1 Notice of every general meeting must be given to:
- (a) every Member;
  - (b) every Director and Alternate Director; and
  - (c) any Auditor.
- 50.2 No other person is entitled to receive notice of a general meeting.

## **AUDIT AND ACCOUNTS**

### **51 Audit and accounts**

---

- 51.1 The Directors must cause the Company to keep written financial records in relation to the business of the Company in accordance with the requirements of the Corporations Act.
- 51.2 The Directors must cause the financial records of the Company to be audited in accordance with the requirements of the Corporations Act.

## **PUBLIC FUND**

### **52 Rules of the Public Fund**

---

- 52.1 The object of the Public Fund is to support the Company's environmental purposes.
- 52.2 Members of the public are to be invited to make gifts of money or property to the Public Fund for the environmental purposes of the Company.
- 52.3 Money from interest on donations, income derived from donated property, and money from the realisation of such property is to be deposited into the Public Fund.
- 52.4 A separate bank account is to be opened to deposit money donated to the Public Fund, including accrued interest, and gifts to it are to be kept separate from other funds of the Company.
- 52.5 Receipts are to be issued in the name of the Public Fund and proper accounting records and procedures are to be kept and used for the Public Fund.
- 52.6 The Public Fund will be operated on a not for profit basis.
- 52.7 A committee of management of at least 3 persons will administer the Public Fund. The committee will be appointed by the Directors. A majority of the members of the committee must be 'responsible persons' as defined in the Guidelines.



## **53 Requirements of the Public Fund**

---

- 53.1 The Company must inform the Department as soon as possible if:
- (a) the Company changes its name or the name of the Public Fund;
  - (b) there is any change to the membership of the management committee of the Public Fund; or
  - (c) there has been any departure from the model rules for public funds located in the Guidelines.

## **54 Winding up of Public Fund**

---

- 54.1 On the winding up of the Public Fund, any surplus assets are to be transferred to another fund with similar objects that is on the Register of Environmental Organisations.

## **55 Statistical information on Public Fund**

---

- 55.1 The Company will provide to the Department, within four months of the end of the Financial Year, statistical information about gifts made to the Public Fund during that Financial Year. An audited financial statement for the Company and the Public Fund must be supplied with the annual statistical return. The statement must provide information on the expenditure of the Public Fund monies and the management of Public Fund assets.

## **56 Ministerial rules for gifts to the Public Fund**

---

- 56.1 The Company agrees to comply with any rules that the Australian Treasurer and the Minister of the Department may make to ensure that gifts made to the Public Fund are only used for its principal objects.

## **WINDING UP**

### **57 Winding up**

---

- 57.1 If the Company is wound up:
- (a) each Member; and
  - (b) each person who has ceased to be a Member in the preceding year, undertakes to contribute to the property of the Company for the:
    - (c) payment of debts and liabilities of the Company (in relation to clause 57.1(b), contracted before the person ceased to be a Member) and payment of costs, charges and expenses of winding up; and
    - (d) adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding \$10.
- 57.2 If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to another corporation which, by its constitution, is:
- (a) a not for profit organisation;
  - (b) required to pursue charitable purposes only;



- (c) required to apply its profits (if any) or other income in promoting objects similar to those of the Company; and
- (d) prohibited from making any distribution to its members or paying fees to its directors,

such corporation to be determined by the Members at or before the winding up and in default, by application to the Supreme Court of Queensland for determination.

## INDEMNITY

### 58 Indemnity

---

- 58.1 To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act the Company indemnifies every person who is or has been an officer of the Company against any liability (other than for legal costs) incurred by that person as such an officer of the Company (including liabilities incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).
- 58.2 To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act, the Company indemnifies every person who is or has been an officer of the Company against reasonable legal costs incurred in defending an action for a liability incurred by that person as such an officer of the Company (including such legal costs incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).
- 58.3 The amount of any indemnity payable under clauses 58.1 or 58.2 will include an additional amount (**GST Amount**) equal to any GST payable by the officer being indemnified (**Indemnified Officer**) in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a GST tax invoice for the GST Amount.
- 58.4 For the purposes of this clause, **officer** means:
- (a) a Director; or
  - (b) a Secretary.

## AMENDMENT TO CONSTITUTION

### 59 AMENDMENT TO CONSTITUTION

---

- 59.1 This Constitution must not be amended other than in accordance with the Corporations Act:
- ~~(a) the Corporations Act; and~~
  - ~~(b) a special resolution of the Network Committee passed in accordance with the Network Rules approving the proposed amendment.~~
- 59.2 The Company must notify the Department and the Australian Taxation Office of any amendments to this Constitution.



## Schedule 1 Definitions

<b>Alternate Director</b>	means a person appointed as an alternate director under clause 36.
<b>Auditor</b>	means the Company's auditor.
<b>Company</b>	means Healthy Waterways Ltd Limited ACN 137 943 554
<b>Constitution</b>	means the constitution of the Company as amended from time to time.
<b>Corporations Act</b>	means the <i>Corporations Act 2001</i> (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.
<b><u>Class A Member</u></b>	<u>means a Member in Class A under clause 6A.1.</u>
<b><u>Class B Member</u></b>	<u>means a Member in Clause B under clause 6A.1.</u>
<b>Department</b>	means the Commonwealth Department responsible for the administration of the Guidelines.
<b>Director</b>	includes any person occupying the position of director of the Company and, where appropriate, includes an Alternate Director.
<b>Directors</b>	means all or some of the Directors acting as a board.
<b>Financial Year</b>	means the period of 12 months beginning on 1 July of any year and ending on 30 June of the succeeding year provided that the first financial year will include the period commencing on date of registration of the Company and ending on 30 June of the immediately following year.
<b><u>Founding Member</u></b>	<del>means International WaterCentre Pty Ltd ACN 115 590 255.</del>
<b>Guidelines</b>	means the guidelines of the Register of Environmental Organisations.
<b>HWP Network</b>	means the network established <u>by the Members and conducted in accordance with</u> <del>under</del> the Network Rules.
<b>Independent</b>	means a person who: <ul style="list-style-type: none"> <li><del>(a)</del> <u>does not have any financial or pecuniary interest in the Company and is not a director, officer or employee (or their equivalent) of a Member; and is appointed by the Network Committee under clause 13.1(a);</u></li> <li><del>(b)</del> <u>(a) is not an employee of a Network Participant or the Company (for the purposes of this definition, an employee does not include an elected representative or a non-executive director of a board associated with a</u></li> </ul>



	<del>Network Participant); and</del>
	<del>(e)(b) has met the requirements for appointment under the Corporations Act 2001 (Cth).</del>
<del>Investor Network Participant</del>	<del>has the meaning given to that term in the Network Rules.</del>
<del>IWC Nominee Director</del>	<del>means the person appointed by the Founding Member under clause 25.2(b).</del>
<b>Member</b>	means a member under clause 6.
<del>Membership Network Activities</del>	<del>means the activities described in the Network Rules which are consistent with the objects of the Company means the contractual rights of a person to membership of the Company, being the rights attaching to the class of membership conferred on that person or organisation.</del>
<del>Membership Fee Network Commencement Date</del>	<del>means the date on which the Network Rules commence operation means the annual membership fee payable by Members under clause 6A.8.</del>
<del>Membership Year Network Committee</del>	<del>means each period commencing on 1 July each year and ending on 30 June in the following year means the senior advisory committee of the Network Participants established under clause 11.1 of the Network Rules.</del>
<del>Network Committee Member</del>	<del>means a member of the Network Committee.</del>
<del>Network Participants</del>	<del>means those persons who have entered into a deed with the Company to become participants of the HWP Network but excluding those persons who have withdrawn or been expelled from the HWP Network in accordance with the Network Rules.</del>
<b>Network Rules</b>	means the rules for the operation of the HWP Network as agreed between the Company and the <del>Members Network Participants</del> <u>for the operation of establishment of the HWP Network and which are included as a schedule to this Constitution.</u>
<b>Present</b>	<u>means, when used in relation to a Member at a meeting, present in person or by proxy, attorney, or representative.</u>
<b>Public Fund</b>	means the Healthy Waterways Public Fund which is established by the Company
<b>Register</b>	means the register of Members of the Company.
<b>Representative</b>	means a person appointed as such under clause 9.
<b>Seal</b>	means the Company's common seal (if any).
<b>Secretary</b>	means any person appointed by the Directors to perform any of the duties of a secretary of the Company and if there are joint secretaries, any one or



more of such joint secretaries.

## SEQ Healthy Waterways Vision

Healthy Waterways will be recognised as an organisation that enhances regional collaboration to support decision making, inform policy and inspire collective action for effective catchment management.

By 2026, our waterways and catchments will be healthy ecosystems supporting the livelihoods and lifestyles of people in South East Queensland, and will be managed through collaboration between community, government and industry.

Confidentiality was removed  
from this document by resolution



## **Schedule 2 — Subscribing Member**

The organisation whose name and address appears below, wish to form a company under the terms of this Constitution

<b>Name and address of Subscriber</b>	<b>Authorised Signatory of Company</b>	<b>Signature, Name and Address of Witness</b>
<del>International Watercentre Pty Ltd</del>  Level 16, 333 Ann Street, Brisbane, Queensland	  Mr Mark Pascoe Director	

Confidentiality was removed from this document by resolution