



Constitution of Reconciliation Council of Tasmania Limited

ACN 620 202 244
ABN 31 620 202 244

A company limited by guarantee

as adopted on..... 18 November 2023
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1. Definitions and Interpretation

The name of the Company is “Reconciliation Council of Tasmania Ltd” hereinafter trading as and referred to as “Reconciliation Tasmania”.

1.1 In this Constitution, the following terms have the following meanings:

Aboriginal means a person who:

(a) is of Aboriginal and/or Torres Strait Islander descent and

(b) identifies as such and

(c) is accepted as such by the Aboriginal Community in which they live.

Absolute majority means 50% plus one (1) of serving Directors at the time.

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth).

Board means the Board of Directors of the Company.

Company means the Company whose members have adopted this Constitution.

Constitution means those rules for the operation of the Company set out in this Constitution.

Corporations Act means the *Corporations Act 2001* (Cth).

Declaration on the Rights of Indigenous Peoples is the resolution passed by the United Nations in 2007 that delineates and defines the individual and collective rights of Indigenous Peoples. Australia became a signatory to this UN Declaration in 2009.

Director means a member of the Board.

Eligible Member means any person whose name appears in the Register as a Member of the Company;

Natural Persons means an individual human being, not a company, corporation or subsidiary.

Notice means any form of written communication sent to the registered address of the Company.

Reconciliation means building respectful relationships with Aboriginal and Torres Strait Islander people and the wider Australian community to enable them to work together to close the gaps, and to achieve equity and justice. It is about:

Listening, acknowledging and addressing our shared history and finding ways to right these wrongs. It is not one act but a journey that requires a commitment from all Australians;

Recognising the historical and ongoing impacts of colonisation experienced by Aboriginal and Torres Strait Islander people;

Recognising Aboriginal and Torres Strait Islander peoples’ right for self-determination.

Register means the Register of Members of the Company required to be kept by section 169 of the Corporations Act;

Special resolution is a resolution considered at a meeting of the Company at which 21 days’ notice has been given for that purpose and which responses at least a three-quarter majority of members present voting in favour to pass.

Uluru Statement from the Heart is the collective statement released on 26 May 2017 made by the 250 Aboriginal and Torres Strait Islander delegates at the 2017 First Nations National Constitution Convention held at Uluru.

1.2 Elements of the Constitution

(a) The Headings form part of this constitution.

(b) Unless the context otherwise requires:

- i. The singular includes the plural
 - ii. One gender includes all genders
 - iii. A reference to a Clause is to a clause in this Constitution.
- (c) The Constitution is to be interpreted in accordance with the Corporations Act and the ACNC Act.

1.3 The Board is the sole authority for the interpretation of this Constitution and the decision of the Board on any question of interpretation or on any matter affecting the Company or members, for which no provision is made in this Constitution, is final and binding on all members.

1.4 Any mandatory provisions of the Corporations Act (not including the replaceable rules) prevail over the provisions of this Constitution to the extent of any inconsistency.

1.5 If and while the Company is registered under the ACNC Act, despite any other provision of this Constitution:

- (a) the Company must comply with its obligations under the ACNC Act (including any regulations made under the ACNC Act);
- (b) if the ACNC Act (including any regulation made under the ACNC Act) prohibits an act being done, that act must not be done;
- (c) if the ACNC Act (including any regulation made under the ACNC Act) requires an act to be done or not to be done, authority is given for that act to be done or not to be done (as applicable); and
- (d) if any provision of this Constitution is or becomes inconsistent with the ACNC Act (including any regulation made under the ACNC Act), this Constitution is deemed not to contain that provision to the extent of the inconsistency.

2. Vision Purpose and Values

Reconciliation Tasmania's Vision is to strive for a reconciled and just Tasmania that acknowledges, understands and values Aboriginal and Torres Strait Islander people in all aspects of life and walking together to achieve this vision.

Reconciliation Tasmania believes that at the heart of Reconciliation is creating and maintaining relationships based on reciprocity and respect with Aboriginal and Torres Strait Islander people.

Reconciliation Tasmania's Purpose is to champion a Tasmanian society that understands prejudice, discrimination and racism through education, conversation and advocacy.

Reconciliation Tasmania commits to relationships built on trust and respect, demonstrating the positive impact on the advancement of a reconciled Tasmania through a focus on the dimensions of Reconciliation: Race Relations, Equality and Equity, Historical Acceptance, Institutional Integrity and Unity.

Facilitating opportunities for truth telling and truth listening is key to our purpose to support communities to accept, respect and value Aboriginal and Torres Strait Islander peoples.

Reconciliation Tasmania recognises, celebrates and promotes Aboriginal and Torres Strait Islander culture and heritage.

Reconciliation Tasmania is committed to develop and strengthen understandings of and commitment to the *Uluru Statement from the Heart*, and its call for Voice, Treaty and Truth.

Reconciliation Tasmania will be guided by its core values of:

Truth Listening: acknowledges that deep listening is needed for reciprocal relationships with Aboriginal and Torres Strait Islander peoples.

Acceptance and Recognition: acknowledges colonisation and its ongoing impacts have impacted the rights, culture, identity and lives of Aboriginal and Torres Strait Islander peoples.

Unity: acknowledges that Aboriginal and Torres Strait Islander peoples' self-determination is the basis for a shared journey.

3. Objects

The objects for which Reconciliation Tasmania is established are to:

3.1 Be leaders of education, information, support, and advocacy for the Reconciliation movement.

3.2 Promote understanding of the nature and causes of social, emotional and economic disadvantage experienced by Aboriginal and Torres Strait Islander people.

3.3 Raise community awareness and understanding accepting the history of our shared experience between Aboriginal and Torres Strait Islander people and the wider community.

3.4 Advocate for social justice, equity, self-determination and rights to address a history of exclusion, dispossession and oppression to ensure every Aboriginal and Torres Strait Islander person is free to participate fully and to reach their individual potential.

3.5 Advance and promote the reconciliation process through the promotion of equitable and just communities which acknowledge and respects Aboriginal and Torres Strait Islander peoples, cultures and values in order to close the gap of disadvantage

3.6 Build strong relationships with government, industry and among Aboriginal and Torres Strait Islander peoples and non-indigenous communities, based on mutual respect and equality.

3.7 Facilitate community and business partnerships to achieve social and economic equality for Aboriginal and Torres Strait Islander people.

3.8 Promote opportunities to maximise the benefits of programs and projects that assist in improving the wellbeing (including social, emotional and economic wellbeing) of Aboriginal and Torres Strait Islander people.

3.9 Support Aboriginal and Torres Strait Islander people in recognition of their rights and interests in lands and/or waters arising from their traditional laws and customs.

3.10 Support Aboriginal and Torres Strait Islander people to access and enjoy their traditional lands and/or waters and have a voice in relation to the future use and exploitation of their traditional lands and/or waters.

3.11 Have a multi-sector contribution of organisations committed to Reconciliation and ensure they are harnessed, showcased, and leveraged to drive greater opportunities for Reconciliation.

3.12 Ensure local heritage, culture, knowledge, systems and stories are understood, accepted and valued.

3.13 Develop Reconciliation Strategic and Action Plans which:

- (a)** Make a contribution to addressing Aboriginal and Torres Strait Islander disadvantage;
- (b)** Promote recognition of Aboriginal and Torres Strait Islander rights;
- (c)** Promote economic independence for Aboriginal and Torres Strait Islander peoples and
- (d)** Sustain the reconciliation process.

3.14 Ensure Reconciliation Tasmania is a sustainable and dynamic organisation with effective governance and viable operations.

3.15 Monitor and report on progress towards reconciliation and the achievement of these Objects.

3.16 Do all such other lawful actions as are incidental or conducive to carrying out the Objects of Reconciliation Tasmania.

4. Powers

Reconciliation Tasmania is registered as a public company limited by guarantee and accordingly the Company, shall for the purposes of carrying out its objects, have all the powers expressed and implied under, or by virtue of the provisions of Section 124(1) of the Corporations Act.

In addition to those powers specified in the Corporations Act, the Company shall have the following and further powers:

4.1 Act as a not-for-profit organisation to receive and expend grants, subscriptions, gifts and donations for the purpose of attaining the objects of the Company.

4.2 Purchase, lease, hire or otherwise acquire any real or personal property necessary or convenient for any objects of the Company.

4.3 Construct, maintain or alter any building or works necessary or convenient for any objects of the Company.

4.4 Buy, sell, supply and deal in goods of all kinds necessary or convenient for any objects of the Company.

4.5 Take such steps as necessary to procure funds by way of grant, subscription, gift or donation.

4.6 Disseminate information, develop and publish educational materials, conduct research, act as a resource centre and information referral service to advance the objects of the Company.

4.7 Subject to the Corporations Act, borrow or raise money on such terms and conditions as agreed by the Board for any objects of the Company.

4.8 Delegate in writing any of these powers to such employees or Directors as the Board may from time to time determine.

4.9 Do all such lawful things as may be incidental or conducive to the attainment of the objects and the exercise of the powers of the Company.

4.10 Through the Board to make by laws regulating the conduct of members and regulating classes of membership and obligations and duties of classes of membership of the Company and for any other purpose consistent with achieving the objects of the Company.

4.11 To retain and employ persons for the purposes of the Company.

4.12 To raise and obtain money by means of subscriptions, fees, businesses and commercial activities of any kind.

4.13 To invest and deal with the funds of the Company in such manner as the Board may determine from time to time for the purposes of the Company.

5. Income and Property

5.1 The income and property of the Company however derived must be applied solely towards carrying out its objects and no portion, transferred directly, indirectly, by dividend, bonus or otherwise to any member of it (other than out of pocket expenses);

5.2 Nothing in clause 5.1 prevents payment in good faith to an employee, member or Director of the Company as remuneration for services actually rendered to the Company, for goods supplied to the Company in the ordinary course of business, interest on loans at competitive rates, and reasonable and proper rent of premises leased from an employee, Director or member.

6. Membership

6.1 Classes of Membership and Eligible Members

6.1.1 Membership of the Company consists of such class or classes of members as the Board determines. The Board may determine which class or classes of members are Eligible Members.

6.2 Fees and Subscriptions

The Board may determine from time to time:

- (a)** entrance fees, subscriptions and other fees (if any) payable by members and the manner of payment;
- (b)** other qualifications for membership; and
- (c)** any concessions, loadings, remission and exemptions that may be provided by the Company to members or classes of members.

6.3 Refusal of Admission as Member

Subject to its obligations under law, the Board has an unfettered discretion to refuse admission as a member. The Board does not need to give reasons for their decision.

6.4 Rights, Privileges, Obligations and Transfer of Membership

Members and classes of members will have such rights, privileges and obligations as the Board may fix from time to time. The rights and privileges of membership attach to the member and are not capable of being transferred or assigned.

6.5 Cessation of Membership

6.5.1 A member may resign from membership by giving Notice to the Company.

6.5.2 Subject to its obligations under the Corporations Act or any other applicable law, the Board has an unfettered discretion to suspend or terminate a member including for reasons where a member engages in conduct which, in the opinion of the Board, is unbecoming or prejudicial to the interests of the Company. The decision to suspend or terminate a member will be communicated in writing to the member using the last address provided by the member to the Company. A member that is suspended or expelled may appeal in writing within 28 days to the Board who will consider the appeal. The decision of the Board on the appeal will be final.

7. Grievance Procedure

7.1 Any dispute under these Clauses between a member and another member or between a member and the Company must, unless the parties otherwise agree, be dealt with by the procedure in this Clause 7.1.

7.1.1 Any party to a dispute between members, may refer the dispute to the Board for determination or mediation.

7.1.2 The Board may, subject to Clause 7.1.4 below, act as a mediator or decision maker (provided they are unbiased) or may appoint a third party as a mediator or decision maker.

7.1.3 If there is a dispute between the Company and a member, either party may require the dispute be referred to mediation.

7.1.4 The mediator must be unbiased and:

- (a) a person chosen by agreement between the parties to the dispute; or
- (b) in the absence of agreement within 14 days of a party requiring mediation;
 - i. in the case of a dispute between a member and another member, a person appointed by the Board;
 - ii. in the case of a dispute between a member and the Company, a person who is a mediator appointed to, or employed with, a not-for-profit organisation.

7.1.5 A member can be a mediator, provided they are unbiased.

7.1.6 Any party to a dispute may appoint any person to act on behalf of that party

7.1.7 In each dispute:

- (a) the parties to the dispute must have a reasonable opportunity to be heard;
- (b) due consideration must be given to any written statement submitted by a party; and
- (c) natural justice must be accorded to the parties to the dispute throughout the process.

7.1.8 If the mediation process does not result in the dispute being resolved, within a reasonable time as decided by the mediator, or failing this decision, within one month of the party requiring mediation, any party to the dispute may refer the matter to an unbiased decision maker.

7.1.9 A determination made under this Clause is final and binding on all parties to the dispute.

8. Board of Directors

8.1 Composition of Board

8.1.1 The affairs of the Company will be managed exclusively by a Board consisting of not less than seven (7) Directors, all of whom must be members of the Company.

8.1.2 The maximum number of Board members is to be fixed by the Board members from time to time. The Board members must not determine a maximum which is less than the number of Board members in office at the time the determination takes effect.

8.1.3 The Board must have a mix of Aboriginal or Torres Strait Islanders and Non-Aboriginal or Torres Strait Islander Directors.

8.1.4 The Board can comprise both Elected Directors and Appointed Directors. The Board determines the number of Elected Directors and Appointed Directors.

8.1.5 Elected Directors are elected in accordance with the provisions of Clause 11 (“Elected Directors”).

8.1.6 Directors are appointed by the Board after taking into account the needs of the Company for such a term as the Board may determine, but not longer than three (3) years (“Appointed Directors”).

8.2 Eligibility

8.2.1 Directors of the Company must be natural persons who are Eligible Members of the Company and who have sufficient qualifications and experience to enable them to act responsibly in carrying out the duties of a Director of the Company.

8.2.2 In calling for nominations for vacant Elected Board positions, the Board shall encourage representation from different regions within Tasmania.

8.2.3 In calling for nominations for vacant Elected Board positions, the Board shall ensure a gender balance of candidates to stand for election.

8.2.4 An employee of the Company is not eligible to be a Director of Reconciliation Tasmania.

8.3 Election and Appointment

8.3.1 The Board must, prior to each Annual General Meeting, arrange for the holding of an election as set out in Clause 11 for the positions of Elected Directors, whose term in office are due to expire at that Annual General meeting.

8.3.2 The Board must, within three (3) months of a Board vacancy arising, appoint a person to fill the vacancy for the remainder of the term of office of the vacating Director.

8.3.3 The Board may determine positions of Appointed Directors after taking into account the needs of the Company.

8.4 Term of Office

8.4.1 Elected Directors hold office from the date of their election to the date of the Annual General Meeting three (3) years following;

8.4.2 Directors appointed under Clause 8.3.2 hold office from the time of their appointment for the remainder of the term of office of the Director whose vacancy they are filling.

8.4.3 Elected Directors may only serve a maximum of three (3) terms.

8.4.4 Appointed Directors hold office for a term determined by the Board, but not for longer than three (3) years. At the conclusion of their term, the Board may re-appoint them for a further term. An Appointed Director can only serve a maximum of nine years as a Director.

8.4.5 A Director may seek leave of absence with the consent of the Board.

8.5 Cessation of Office

8.5.1 A Director ceases to hold office if they:

- (a) Are disqualified under the Corporations Act or the ACNC Act.
- (b) Die.
- (c) Resign in writing and have their resignation accepted by the Board.
- (d) Become permanently incapacitated by ill health.
- (e) Fail to attend three (3) consecutive meetings of the Board without registering an apology for non-attendance.

8.6 Attendance

8.6.1 If a Board member fails to attend a minimum of five (5) meetings in any twelve (12) month period (even if they have registered an apology for non-attendance), the Board may vote to remove them from office.

8.7 The Board may continue to act despite any vacancy in Directors, provided that the total number of Directors does not fall below three (3), in which case the Board may only act to appoint new Directors to make up a full complement of Directors.

8.8 Remuneration

8.8.1 The Board shall receive no payment for services other than out of pocket expenses reasonably and actually incurred.

8.9 Duties of Directors

8.9.1 Directors must undertake duties as Directors with:

- (a) Reasonable care and diligence.
- (b) Good faith and for a proper purpose.
- (c) Proper use of their position.
- (d) Proper use of information gained by them from their position as Directors.
- (e) In accordance with any governance standards set out by the ACNC applicable to them in their position as Directors.

8.10 Co-Chairs

8.10.1 Following each Annual General Meeting, the Board will elect two (2) Co-Chairs, one (1) of whom must be an Aboriginal or Torres Strait Islander and one (1) of whom must not be an Aboriginal or Torres Strait Islander.

8.10.2 For the avoidance of doubt, the Co-Chairs may either be Elected Directors or Appointed Directors.

8.10.3 The Co-Chairs' primary function is to lead and support the Board to accomplish its role as expressed in this Constitution.

9. Functions of the Board

The functions of the Board include but are not limited to determining the broad nature of the business and activities of Reconciliation Tasmania and as such, the Board:

9.1 Provides and monitors the strategic direction and culture of Reconciliation Tasmania.

9.2 Monitors, evaluates and reviews the operational and financial position and performance of Reconciliation Tasmania.

9.4 Approves and monitors the budgets, including membership fees.

9.5 Approves the CEO's Annual Operational Plan ensuring adequate, accurate and timely information being provided to the Board.

9.6 Oversees the design and review of policies and codes of conduct, ensuring alignment to legal compliance responsibilities.

9.7 Identifies, monitors and mitigates against risks to Reconciliation Tasmania.

9.8 Reviews and approves internal compliance and control systems and codes of conduct.

9.9 Appoints and oversees the CEO and evaluates the performance of the CEO receiving reports on the performance of Reconciliation Tasmania's strategies and objectives and their attainment.

9.10 Approves the organisational structure to support the operations of Reconciliation Tasmania's office and its staff in collaboration with the CEO.

9.11 Ensures that the organisation's financial results are appropriately and accurately reported in a timely manner.

9.12 Monitors and reviews member and stakeholder engagement.

9.13 Deals with constitutional matters making, altering and rescinding rules for the Company from time to time and reporting to each Annual General Meeting.

9.14 Maintains and manages the effective operations of the Board.

10. Board Powers and Responsibilities

10.1 Unless otherwise stated in this Constitution or in the Corporations Act, the management of Reconciliation Tasmania and its property and affairs shall be under the control and management of the Board and the Board may exercise all the powers of the Company and do all such things as necessary to fulfil the Objects of the Company.

10.2 Subject to this constitution, the Board may:

- (a)** Establish committees or advisory bodies with such membership and approved terms of reference as it deems appropriate.
- (b)** Delegate by instrument in writing and as determined by resolution of the Board such of its powers as it sees fit to the Co-Chairs, a committee, or the Chief Executive Officer.
- (c)** By instrument in writing and as determined by resolution of the Board revoke any delegation made to the Co-Chairs, a committee, or the Chief Executive Officer.
- (d)** Establish a Charitable Trust for the purpose of collecting funds and elect from its membership Trustees for the conduct of the Trust.

10.3 The Board may authorise a Director or employee to make public statements on behalf of the Company and no person may make any public statement on behalf of the Company unless authorised by the Board.

10.5 All Directors must abide by the Company's Code of Ethics and Code of Conduct.

10.6 The Board will appoint an auditor who will hold office for such time as the Board decides. An auditor so appointed must be duly qualified under the Corporations Act and must be independent of the Company.

10.7 The Board will appoint a Chief Executive Officer of the Company on such terms and conditions as it thinks fit. The Board shall be responsible for the appointment, performance management and termination of the Chief Executive Officer. The Chief Executive Officer will generally manage and supervise the affairs of the Company in accordance with delegations approved by the Board and in accordance with policies approved by the Board.

10.8 The Board will appoint a Public Officer and may appoint the Chief Executive Officer to be the Public Officer.

11. Nominations for election of Board Members

11.1 Before the end of each financial year of the Company, the Board must determine the date by which nominations for election to the Board must be received ("the Nomination Date"), being a date not less than twenty-one (21) days prior to the date of the Annual General Meeting.

11.2 A retiring Elected Board member shall be eligible to stand for re-election but must advise the Public Officer in writing of their intention to stand as a candidate for re-election before the Nomination Date.

11.3 Eligible members who are natural persons shall be eligible to stand for election provided that another member of the Company has nominated that person by delivering the nomination of that person to the Public Officer of the Company prior to the Nomination Date. The nomination shall be signed by the proposer and by the candidate to signify willingness to stand for election.

11.4 Candidates for election shall prepare a brief statement setting out their qualifications and experience for the purpose of the election at the Annual General Meeting.

11.5 If insufficient nominations are received for the number of vacancies on the Board, any unfilled vacancies may be filled by appointment by the Board.

12. Board Meetings

12.1 Meetings of the Board must be held at least quarterly.

12.2 The quorum for Board meetings is the presence (in person or by the use of technology) of an absolute majority of the Directors.

12.3 The Board may hold an in-camera session within Board meetings to discuss confidential and sensitive matters.

12.4 Notice:

12.4.1 Each Director must be given at least seven (7) days' notice in writing of the date, time, and place of ordinary meetings of the Board.

12.4.2 Notice may be given of more than one ordinary meeting of the Board at the same time.

12.4.3 Notice must include the date, time, and place (or places) of the meeting and where practicable the business of the meeting.

12.4.4 In cases of urgency, a meeting may be held without the notice required in clause 12.4.1 provided that:

(a) Both Co-Chairs are in agreement the meeting is required.

(b) As much notice as possible is given by whatever means will reach each Director soonest.

(c) An absolute majority of Directors are in agreement that the urgency should be addressed by meeting.

(d) No resolution may be passed at the meeting except by an absolute majority of the Board.

12.4.5 Directors must give Reconciliation Tasmania their mail address and their email address for any notices and they must advise of any change in that address.

12.4.6 Notice may be given to a Director by sending it to either the email or the mail address last given by the member.

12.4.7 The period of notice of a meeting expressed in days:

(a) Includes the day on which the notice is given.

(b) Does not include the day on which the meeting is held.

12.4.8 Notices sent by mail are taken to have been given on the third day after posting.

12.4.9 Notices sent by email are taken to have been given on the business day after sending.

12.5 Use of Technology

12.5.1 Meetings may be held at more than one place, provided that the technology used enables each Director present at all places the meeting is held to communicate with every other attending Director clearly and simultaneously.

12.5.2 Minutes must be kept of all meetings and resolutions duly passed. The minutes of all meetings must be presented for approval at the next Board meeting.

12.6 Chairpersons

12.6.1 If both Co-Chairs are present, they share the chairing of the meeting.

12.6.2 If only one Co-Chair is present, they must chair the meeting.

12.6.3 If neither Co-Chair is present, the meeting must appoint a Director as Chairperson.

12.7 Decision making and Voting

Decisions will be made by discussion and consensus constituted by a majority of the total number of Directors in attendance at the meeting. Where consensus is not achieved, the matter can be taken to a vote.

12.7.1 Each Director has one vote.

12.7.2 There is no voting by proxy.

12.7.3 If an equal number of votes are cast for and against a motion or amendment, the Chair of the meeting should place the agenda for consideration again at the next Board meeting.

12.7.4 The Board may determine, in these circumstances to give the Co-Chairs a combined casting vote.

12.8 Resolutions without Meetings – Circular Resolution

12.8.1 A resolution set out in a document or documents as a circular by email and/or phone ring around, or using any other technological means endorsed by all Directors entitled to vote, and specifying the time, date and place at which they voted, and the Board process which led to them doing so and stating that they are in favour, has the same effect as a resolution passed at a meeting of the Board.

13. Patrons

The Board may appoint (and remove) a Patron or Patrons of Reconciliation Tasmania. The role and responsibilities of Patrons will be determined by the Board.

14. Disclosure of Interest

14.1 A Director must disclose any perceived or actual material conflict of interest:

(a) to the other Directors; or

(b) if all Directors have the same conflict of interest, to the members of the Company:

(i) at the next general meeting; or

(ii) at an earlier time if reasonable to do so,

and that disclosure must be recorded in the minutes of the meeting.

The disclosure must include the following details for recording in the minutes of the meeting:

(a) The nature and extent of the interest.

(b) The relation of the interest to the affairs of the Company.

14.2 Each Director who has a material personal interest in a matter that is being considered at a meeting of the Board must not vote on the matter except as provided for in sections 195(2) and 195(3) of the Corporations Act.

15. Disqualification

If a Director becomes ineligible to be a Director under the Corporations Act or the ACNC Act (including the standards specified in regulations made under the ACNC Act), the Director must immediately resign from their position as Director of the Company.

16. Annual General Meeting

16.1 An Annual General Meeting of the Company shall be held each year within five (5) months of the end of the Company's financial year on a day and at a time and place to be determined by the Board.

16.2 The ordinary business of the Annual General Meeting shall be:

(a) To confirm the minutes of the last Annual General Meeting and of any General Meetings held within the previous twelve (12) month period.

(b) To receive from the Board the Annual Report of the Company including any financial reports for the preceding financial year prepared in accordance with the ACNC Act.

(c) To receive the report from the Auditor prepared in accordance with the ACNC Act.

(d) To declare as elected to the Board those members who have been elected to serve on the Board in accordance with Clause 11.

16.3 At the Annual General Meeting general business relating to the affairs of the Company may be discussed from the floor of the meeting subject to the Chairperson of the meeting having the right to bring general business to an end so as to enable the meeting to conclude at a reasonable time.

16.4 Any other business duly specified by the Board or requisition of members pursuant to Clause 17 hereof may be discussed at an Annual General Meeting.

17. General Meetings

17.1 The Board may, whenever it thinks fit, convene a General Meeting of members of the Company.

17.2 The Board shall, on a requisition of not less than ten (10) Eligible Members, proceed to convene a general meeting of the Company within twenty-one (21) days of receipt of such written notice of requisition.

17.3 A request for a General Meeting shall state the objects of and the business to be considered at the meeting and must be signed by ten (10) Eligible Members making the request and deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more of the people making the request.

17.4 A request for a General Meeting made on the requisition of members may not include in its proposed business an amendment to this Constitution.

17.5 Any General Meeting convened in pursuance of Clause 17.2 of this Constitution shall be convened in the same manner as nearly as possible as that in which such meetings are convened by the Board.

18. Notice of General Meetings and Annual General Meetings

18.1 Except in the case where twenty-one (21) days' notice is required, seven (7) days' notice, at the least, shall be given of all Annual General Meetings and General Meetings of the Company.

18.2 The notice must specify the place, time, date and business of the meeting, and shall be advertised by written notice to members or may be advertised to members by other means which may include email, advertisements or communication on the Company's Website at least twenty-one (21) days or seven (7) days before the meeting, as the case may require.

18.3 The notice must include a statement that members who are not natural persons may appoint one (1) representative to speak and vote at the meeting.

19. Proceedings at General Meetings and Annual General Meetings

19.1 No business shall be transacted at any General Meeting or Annual General Meeting unless a quorum of Eligible Members is present at the time when the meeting is considering that business. A quorum shall be ten (10) members. Directors are members of the Company and may constitute the member numbers required for the quorum.

19.2 If within thirty (30) minutes after the time appointed for a meeting a quorum is not present, a meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place and if at the adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the meeting, the members present shall be a quorum.

19.3 As determined by the Board or as determined between themselves, one of the Co-Chairs of the Board shall preside as Chairperson at each General Meeting and Annual General Meeting of the Company.

19.4 If there is no such Chairperson, or if at any meeting neither of the Co-Chairs is present within fifteen (15) minutes after the time appointed for holding the meeting or is unwilling to act as Chairperson, the members present shall choose one of their number to be the Chairperson for that meeting.

19.5 The Chairpersons may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business of which notice has already been given in accordance with Clause 16 of this Constitution and which was left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten (10) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

20. Voting for Directors and Voting at General Meetings and Annual General Meetings

20.1 Voting for Directors

20.1.1 The voting for Elected Directors may be via electronic and in-person /ballot voting.

20.1.2 All Eligible Members will be entitled to one (1) vote.

20.1.3 The Board shall be responsible for determining the specific method to be used for undertaking the electronic and in-person/ballot voting of Elected Directors.

20.1.4 The Public Officer will be responsible for managing the process for the election of Directors and ensuring it is conducted fairly and accurately and in accordance with the requirements of the Board.

20.1.5 The voting for Elected Directors will be conducted so that all voting concludes at the Annual General Meeting so that the results can be declared at that meeting.

20.1.6 The details of all nominations for Elected Members, including the short statement prepared in accordance with Clause 11.4, shall be made available to Eligible Members via the Company's website at least two (2) weeks prior to the date of voting being closed. These details will include noting which Directors are currently serving and are re-nominating for another term.

20.2 Voting at General Meetings and Annual General Meetings

20.2.1 All business raised at General Meetings or at the Annual General Meeting and any matters which are put to the vote shall be decided by simple majority of Eligible Members present except constitutional amendments made pursuant to Clause 26 and any question which requires the passing of a special resolution by virtue of the Corporations Act.

20.2.2 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands of the Eligible Members present, unless a poll is (before or on the declaration of the result of a show of hands) demanded by at least five (5) Eligible Members.

Unless a poll is so demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried by a simple majority, or carried unanimously, or by a particular majority or lost, and an entry to that effect in the record of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

20.2.3 A poll demanded on any other question shall be taken at such a meeting in a manner in which the Chairperson shall direct, and the result of the poll be deemed to be the resolution of the meeting.

20.2.4 On a show of hands or on a poll every Eligible Member present in person shall have one vote.

20.2.5 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting shall be entitled to a second or casting vote.

21. Finance

21.1 Financial Year

21.1.1 The financial year of the Company is from 1 July to 30 June.

21.2 Financial Records

21.2.1 The Company must keep written financial records that:

- (a)** Correctly record and explain its transactions, and financial position and performance; and
- (b)** Would enable true and fair financial statements to be prepared and audited as required by section 55-5 of the ACNC Act.

21.2.2 The Company must retain its records for at least 7 years.

21.2.3 The Directors must ensure that a balance sheet and profit and loss account must be prepared and distributed to all Members at least once in each calendar year.

21.2.4 The Company must appoint an auditor or auditors, whose duties will be regulated in accordance with the Corporations Act and the ACNC Act.

21.3 Reserves

21.3.1 Make reserve

(a) The Directors may write off from the Company's earnings any amount for loss or depreciation of any property;

(b) The Directors may set aside any amount out of the Company's profits, as a reserve fund to meet contingencies or for repairing, improving and/or maintaining any of the Company's property and/or for any other purposes which are conducive to the interests of the Company

21.3.2 Deal with reserve

(a) The Directors may invest, lend or dispose of any reserved amounts in any way;

(b) The Directors may deal with, vary and dispose of any investments or parts of them for the benefit of the Company;

(c) The Directors may divide the reserve fund into special funds; and/or

(d) The Directors may employ the assets constituting the reserve fund in the business of the Company and without being bound to keep the same separate from other assets

22. Tax Exemption and Deductibility

22.1 If the income of the Company is exempt from income tax, the Company must promptly notify the Australian Taxation Office of all amendments to this Constitution; and

22.1.2 On winding up, its remaining assets may only be given to an entity of similar purpose that is also exempt from income tax.

22.2 If gifts and contributions to the Company are deductible for the purposes of income tax, the Company must promptly notify the Australian Taxation Office of all amendments to this Constitution.

23. Indemnity and Insurance

23.1 Indemnity against liability

To the extent permitted by the Corporations Act, the Company may indemnify every person who is, or who has been, a director or officer of the Company or any Related Body Corporate against:

(a) any liability incurred by them in their capacity as a director or officer, to a person other than the Company or Related Body Corporate, except where the liability relates to a wilful breach of duty or a contravention of Governance Standard 5 set out by the ACNC;

(b) any liability for legal costs or expenses incurred by them in defending any proceedings in which judgement is given in their favour;

(c) any liability for legal costs or expenses incurred by them in defending any proceedings in which they are acquitted or the Court grants relief in their favour;

unless the liability arises out of conduct involving a lack of good faith.

23.2 Insurance

To the extent permitted by the Corporations Act, the Company may insure or pay any premiums on a policy of insurance for a director or officer of the Company or of a Related Body Corporate against any liability for which the Company indemnifies the director or officer under Clause 23.1.

24. Minutes and Records

24.1 Minutes must be kept of all proceedings of General Meetings of the Company and of meetings of the Board.

24.2 The minutes must be confirmed by the members or Directors present at a subsequent meeting and must be signed by the Chairperson of the meeting at which the proceedings took place or by the Chairperson presiding at the meeting at which the minutes are confirmed.

24.3 Where minutes are entered and signed these shall, until the contrary is proved, be evidence that the meeting was convened and duly held, that all proceedings held at the meeting shall be deemed to be valid.

24.4 Minutes of all General Meetings must be made available to members in accordance with the Corporations Act.

24.5 Minutes of Board Meetings may be provided to members by the Company upon request, provided that the Board may resolve, in relation to minutes of its meetings, that they be kept confidential.

25. Amendment of Constitution

25.1 The Constitution (or the name of the Company) may be altered, whether by making a new Constitution or rescinding or amending Clauses of this Constitution in force, by a resolution of the Company at General Meeting, provided that the rescindments or amendments do not result in the Company ceasing to be a not-for-profit entity or otherwise ceasing to be entitled to registration under the ACNC Act.

25.2 Resolutions for amendment of this Constitution may only be presented to General or Annual General Meetings of the Company by the Board.

25.3 The Public Officer shall, pursuant to the ACNC Act, within 28 days after the making of the alteration file with ACNC a notification of the alteration.

25.4 The alteration shall not take effect unless and until approved by the Corporate Affairs Commission.

26. Dissolution

26.1 Subject to the Corporations Act and any other applicable act, and any court order, any surplus assets that remain after the company is wound up must be given to an entity that:

(a) Has similar objects to Reconciliation Tasmania.

(b) Also prohibits the distribution of profit, income, and assets to its members to at least as great an extent as this Constitution.

26.2 The entity referred to in clause 26.1 must be decided by a resolution of the Board.

26.3 Contribution on Winding Up

26.3.1 In the event of the winding up of the Company, every Member of the Company undertakes to contribute to the property of the Company the amount which is agreed to be paid by each Member to be applied:

- (a)** to payment of the debts and liabilities of the Company contracted before ceasing to be a Member; and
- (b)** to the costs, charges and expenses of winding up; and
- (c)** for the adjustment of the rights of the contributors among themselves.

26.3.2 The liability of each Member under Clause 26.3.1, will terminate on the day which is one (1) year after the date on which the Member's membership of the Company ceases.

26.3.3 Until otherwise determined, the maximum amount to be contributed by each Member under this Clause 26.3 will be \$10.