

**ROYAL SOCIETY
FOR THE PREVENTION OF CRUELTY
TO ANIMALS
(SOUTH AUSTRALIA)
LIMITED**

CONSTITUTION

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CONSTITUTION

1. NAME AND STRUCTURE

- 1.1 The name of the Company is "Royal Society for the Prevention of Cruelty to Animals (South Australia)" ("the Company").
- 1.2 The Company is limited by guarantee and the liability of the Members is limited as provided in this Constitution. The Company is bound to comply with its objects and character as a not-for-profit company limited by guarantee that is a registered entity under the Act and Charity Legislation.
- 1.3 This is the constitution of the Company and comprises its governing document for the purposes of the Charity Legislation.

2. DEFINITIONS AND INTERPRETATIONS

- 2.1 In this Constitution, unless the contrary intention appears or the context requires:
 - 2.1.1 'Act' means the *Corporations Act 2001* (Cth);
 - 2.1.2 Expressions used in the Act have the same meaning when used in this Constitution;
 - 2.1.3 'Board' means the Board of the Company;
 - 2.1.4 'Charity Legislation' means legislation binding the Company that regulates the registration, reporting obligations or governance of the Company as a charity, as amended or replaced from time to time;
 - 2.1.5 'Clear Days' means any day of the year including public holidays;
 - 2.1.6 'Compliance Undertaking' means a written undertaking, in a form specified by the Board, by which a Director agrees to comply at all times with the Director's Code of Conduct, this Constitution and any other policies and procedures determined by the Board from time to time;
 - 2.1.7 'Director' or 'Board Member' means a member of the Board of the Company;
 - 2.1.8 'In writing' means written or printed, or partly written or printed;
 - 2.1.9 'Member' means a Member of the Company whose name is recorded in the Register of Members;
 - 2.1.10 'Officer' is as defined under the Act and includes any person who is a Director or Secretary, or who is concerned in, or takes part in, the management of the affairs of the Company;
 - 2.1.11 'Policies' means RSPCA Australia policies and/or the Company's policies or such policies promulgated by the Board from time to time;
 - 2.1.12 'Signed' means any document personally signed by one or more directors sent or received through mail, facsimile or any other means of approved communication, electronic or otherwise;
 - 2.1.13 'Special Majority' means two thirds majority;

2.1.14 'Tax Act' means the *Income Tax Assessment Act 1997* (Cth).

2.2 The replaceable rules set out in the Act do not apply to the Company.

2.3 While the Company is a registered entity under the Act and Charity Legislation, the Act and Charity Legislation override any clauses in this Constitution which are inconsistent with the Act and Charity Legislation.

2.4 If the Company is not a registered entity under the Act and Charity Legislation, the Act overrides any clause in this Constitution which is inconsistent with that Act.

2.5 A word or expression that is defined in the Act, or used in that Act and covering the same subject, has the same meaning as in this Constitution.

2.6 In this Constitution:

2.6.1 the words 'including', 'for example', or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression, and

2.6.2 reference to an act includes every amendment, re-enactment, or replacement of that act and any subordinate legislation made under that act (such as regulations).

3. OBJECTS

3.1 The Company considers and acts for the welfare of animals within the internationally recognised policy framework known as the five freedoms for animals, being:

- Freedom from hunger and thirst;
- Freedom from discomfort;
- Freedom from pain and injury or disease;
- Freedom to express normal behaviour; and
- Freedom from fear and distress.

3.2 Accordingly the objects of the Company are to prevent suffering and cruelty to animals and promote the welfare of animals by:

3.2.1 Educating the South Australian community regarding the humane treatment and management of animals, and increasing public awareness of and support for animal welfare;

3.2.2 Enforcing the existing laws to prevent cruelty to animals;

3.2.3 Influencing the amendment or development of legislation and standards considered necessary for the protection and welfare of animals; and

3.2.4 Providing animal rescue and welfare services.

4. POWERS

4.1 The Company has all the powers conferred on it by law and by the provisions of the Act.

- 4.2 Notwithstanding anything to the contrary, and for the avoidance of doubt, the Company may do all such things which it is authorised to do by law including, without limitation:
- 4.2.1 Accept gifts whether by way of monies, bequests of property, real or personal or otherwise;
 - 4.2.2 Solicit and accept donations from fundraising events or otherwise;
 - 4.2.3 Raise revenue by other means including business ventures, provided such activities are not in conflict with the objects of the Company.
- 4.3 As a not-for-profit company limited by guarantee, the Company must not distribute any income or assets directly or indirectly to its Members, except for the following payments made in good faith:
- 4.3.1 paying a Member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the Company, or
 - 4.3.2 making a payment to a Member in carrying out the Company's charitable purpose(s).
- 4.4 The powers conferred on the Company may only be used to carry out the objects of the Company set out in clause 3.

5. MEMBERSHIP

5.1 Categories of Membership

The Company shall consist of Honorary Life Members, Life Members, Ordinary Members and Concession Members as hereinafter defined:

5.1.1 Honorary Life Members

- 5.1.1.1 The Board shall have power to appoint as Honorary Life Members persons who have rendered distinguished service to the cause of animal welfare or to the Company, and
- 5.1.1.2 An Honorary Life Member shall have all the same rights and privileges as Life Members.
- 5.1.1.3 Any person who is an Honorary Life Member at the time when this Constitution takes effect shall remain an Honorary Life Member.

5.1.2 Life Members

- 5.1.2.1 A subscription of an amount to be determined from time to time by the Board and paid in one amount shall constitute the subscriber a Life Member as from the date on which the application is approved by the Board and the name of the Member is entered in the Company's Register of Members.
- 5.1.2.2 Any person who is a Life Member at the time when this Constitution takes effect shall remain a Life Member.

5.1.3 Ordinary Members

- 5.1.3.1 An annual subscription of an amount to be determined from time to time by the Board shall constitute the subscriber an Ordinary Member for twelve months from the date on which the application is approved by the Board and the name of the Member is entered in the Company's Register of Members.
- 5.1.3.2 Any person who is an Ordinary Member at the time when this Constitution takes effect shall remain an Ordinary Member for the remainder of their existing twelve month membership period.

5.1.4 Concession Members

- 5.1.4.1 Concession Members are Members who hold, and provide proof of a concession card, namely a Student Concession Card, Seniors Card, Pension Card or other such card as is recognised by the Board from time to time.
- 5.1.4.2 An annual subscription of an amount to be determined from time to time by the Board shall constitute the subscriber a Concession Member for twelve months from the date on which the application is approved by the Board and the name of the Member is entered in the Company's Register of Members.
- 5.1.4.3 Any person who is a Concession Member at the time when this Constitution takes effect shall remain a Concession Member for the remainder of their existing twelve month membership period.

5.2 Register of Members

There shall be a Register of Members which records the name and address of each Member and the category of membership, and the date on which each Member's application was approved by the Board and the date on which the entry of the Member's name in the register is made.

5.3 Application for Membership

- 5.3.1 An individual who is at least 18 years old on the date they apply to be a Member may apply for membership to the Company by way of an Application Form that has been approved by the Board. The Board may, at its discretion, vary the format of the Application Form from time to time.
- 5.3.2 An applicant for membership must sign all documentation that is required of them as determined by the Board from time to time.
- 5.3.3 The Board shall in its absolute discretion have the power to refuse an application for membership at any time if the Board shall be of the opinion that it would be detrimental to the interests of the Company to accept such application, and the Board shall not be under any obligation to give any reasons for such refusal to the applicant.
- 5.3.4 The Board will consider all applications for membership at the next Board meeting after the application is received or, at the latest, the meeting thereafter.

5.4 Cessation of Membership

- 5.4.1 A Member may resign from membership of the Company by notice in writing to the Chief Executive Officer and any Member who resigns shall forfeit all rights and privileges of membership and shall have no claim upon the Company, but shall continue to be liable for any sum not exceeding \$10 as a Member under clause 21.1.
- 5.4.2 If a Member fails to pay their subscription when it falls due and such subscription remains unpaid for a period of six full months after it becomes due, the Member shall cease to be a Member of the Company, but shall continue to be liable for any sum not exceeding \$10 as a Member under clause 21.1, provided that the Board may reinstate a Member on payment of all arrears if the Board considers it appropriate to do so.

5.5 Expulsion of Members or Officers

- 5.5.1 The Board may in accordance with this clause, by special majority of the Board present and voting, resolve to expel, suspend, reprimand or caution an Officer or a Member upon proof that such person has engaged in conduct detrimental to the interests of the Company.
- 5.5.2 For the purposes of this clause, conduct detrimental to the interests of the Company includes (without limitation) any conduct which brings the Company into disrepute, which is inconsistent with its objects or rules or policies as promulgated from time to time, or otherwise involves conduct which misrepresents or defames the Company and/or its policies in any communication of a public nature and/or to which the public have access unless that Officer or Member satisfies the Board that such misrepresentation was unintentional or accidental.
- 5.5.3 In the event that the Board is considering the expulsion of an Officer or Member pursuant to this Clause, particulars of the conduct must first be communicated to the Member in writing by registered mail at least twenty eight days before the next scheduled meeting of the Board.
- 5.5.4 Any Officer or Member who has been served with particulars of the conduct pursuant to this clause be given the opportunity to present written evidence or make a written submission on the question of whether they should be expelled from their office or membership or both. Any such submission must be received by the Board within fourteen days (or such other time as the Board may in its discretion agree) after service of the particulars of the conduct on them;
- 5.5.5 The Board may in its absolute discretion suspend an Officer or Member pending the hearing and determination of the question of whether the Officer or Member should be expelled, reprimanded or cautioned.
- 5.5.6 The Board must give due, fair and impartial consideration to any evidence or submissions made by the Member or Officer.
- 5.5.7 The determination of the Board must be communicated to the Member or Officer in writing by registered mail.
- 5.5.8 On expulsion from the Company, a Member or Officer forfeits all rights and claims on the Company and its property, but an expelled Member shall continue to be liable for any sum not exceeding \$10 as a Member under clause 21.1.
- 5.5.9 A person who has been expelled shall not again become a Member or volunteer of the Company.

5.6 Voting Rights of Members

To be eligible to vote at any Annual or Extraordinary General meeting of the Company or in any election of Directors, a Member must have been a Member of the Company for at least three months.

6. POWERS AND DUTIES OF THE BOARD

- 6.1 The affairs of the Company shall be managed and controlled by the Board which, in addition to any powers and authority conferred by this Constitution, may exercise all such powers and do such lawful things as are within the objects of the Company, and not by the Act or by this Constitution required to be done by the Company in General Meeting.
- 6.2 The Board has the management and control of the funds and other property of the Company.
- 6.3 The Board shall have authority to interpret the meaning of this Constitution and any other matter relating to the affairs of the Company on which this Constitution is silent.
- 6.4 The Board shall appoint a secretary as required by the Act.
- 6.5 Without limiting the general powers of the Board as set out above, the Board shall have the following powers:
 - 6.5.1 To fix the dates of their meetings which shall be held at least once in every three months.
 - 6.5.2 To fill any vacancy that may occur for the balance of the term of any retiring Director. Such appointee may nominate for re-election without compliance with Clause 11.5.
 - 6.5.3 To appoint and discharge the Chief Executive Officer of the Company and to fix his or her duties, delegations and remuneration.
 - 6.5.4 If the appointment of the auditor of the Company is not made at an Annual General Meeting, the Board shall appoint an auditor for the current financial year.
 - 6.5.5 To authorise the institution of legal proceedings and to do all such lawful acts and things that may be deemed necessary and expedient to carry into effect the objects and purposes of the Company.
 - 6.5.6 To determine rules and to make by-laws and governance policies (not inconsistent with this Constitution) for the management of the affairs of the Company and the regulation of the proceedings of the Board.
 - 6.5.7 Notwithstanding anything in clause 11.9:
 - 6.5.7.1 To elect any Board Member by secret ballot as President and Vice President of the Company at the first meeting of the Board to be held after the Annual General Meeting in each year.
 - 6.5.7.2 Except as determined by special majority of the Board present and voting, a nominee for President or Vice President must be a

Board Member for at least eleven months to be eligible for election.

- 6.5.7.3 If eligible, the President and Vice President appointed in the preceding year may be re-elected.
- 6.5.7.4 All nominations for President and Vice President respectively shall be made in writing by a Board Member and seconded in writing by another Board Member, with the consent of the nominee, to the Chief Executive Officer seven clear days prior to the first meeting of the Board to be held after the Annual General Meeting in each year.
- 6.5.8 If the President or Vice President resigns their office, the Board shall by secret ballot elect any other Director of at least eleven months standing as President or Vice President. The President or Vice President elected pursuant to this clause shall hold office until the commencement of the first meeting of the Board to be held after the Annual General Meeting in each year.
- 6.5.9 To appoint at least two current Directors to be signatories for the purposes of the Company's Seal. Persons appointed pursuant to this clause may be eligible to be re-appointed.
- 6.5.10 To appoint Directors and Officers to Committees and Working Groups established by the Board from time to time and,
 - 6.5.10.1 If deemed appropriate, to appoint any other person or persons (whether or not Members of the Company) possessing special qualifications, expertise and experience to a Committee or Working Group.
 - 6.5.10.2 Persons appointed pursuant to this clause shall not be deemed Members of the Board and have no voting rights at any Board meeting but may have voting rights as a Committee member.
 - 6.5.10.3 Subject always to any conditions imposed by the Board, to delegate to such Committees or Working Groups such powers and duties as the Board approves through the creation of Terms of Reference for such Committees or Working Groups. Any powers and duties delegated pursuant to this clause may be revoked by the Board at any time and any such delegations do not prohibit or prevent the Board from exercising any of the powers delegated.
 - 6.5.10.4 Committees established by the Board shall include a Finance, Audit & Risk Committee.
- 6.5.11 To enter into any arrangements with any other company or any association or body of persons having objects substantially similar to those of the Company on such terms and conditions and subject to such supervision and control as the Board deem necessary.
- 6.5.12 To nominate to the relevant Government Minister for appointment as Inspectors those persons who are suitable for such appointment in accordance with the provisions of the *Animal Welfare Act 1985* (SA) or any other law governing the appointment of Inspectors.
- 6.5.13 To appoint to the Board at any time persons possessing special qualifications, expertise or experience provided always that no more than

two persons shall be appointed pursuant to this clause. Persons appointed pursuant to this clause shall retire each year at the first Board Meeting held after the Annual General Meeting, but shall then be eligible to be reappointed.

7. COMPOSITION OF THE BOARD

- 7.1 Subject to clause 7.2, the Board shall consist of not more than twelve adult Members of the Company, eight of whom shall be directly elected by Members of the Company and up to four of whom shall be directly appointed by the Board.
- 7.2 In addition to these twelve Directors, who are Members of the Company, two Directors may be appointed pursuant to Clause 6.5.13.
- 7.3 Of the appointed Directors one shall be a legal practitioner of at least five years standing and one shall be a qualified accountant of at least five years standing.
- 7.4 The Company must not pay and a Director is not entitled to receive any payment or fees from the Company for their services performed as a Director, but may be reimbursed for reasonable out-of-pocket expenses incurred in connection with attendance at meetings of the Board or committees of the Board, at the discretion of the Board. The Board must approve any payment that the Company makes to a Director.

8. BOARD MEETINGS

- 8.1 Subject to any other person being appointed by special majority of the Board present and voting, the President or in his or her absence the Vice President shall chair all meetings. The Chair shall, in addition to his or her original vote, have a casting vote.
- 8.2 Seven Board Members shall form a quorum and no business shall be conducted at any meeting at which a quorum is not present.
- 8.3 The accidental omission to give notice to or the non-receipt of a notice of meeting by any person entitled to receive notice, shall not invalidate any resolution passed or any proceedings conducted at any meeting.
- 8.4 Any resolution of the Board shall be carried if a majority of the Directors present and voting shall vote in favour of it.
- 8.5 No resolution amending or rescinding a resolution which has been passed by the Board within the preceding six months shall be effective unless it is carried by a special majority of the Board present and voting.
- 8.6 The minutes of Board meetings shall be circulated to Board Members prior to the next subsequent meeting at which meeting they shall be taken as read and a resolution shall be put that the minutes be signed by the Chairperson as correct. On such resolution no question other than questions relating to the correctness of the minutes may be raised.
- 8.7 The agendas, reports, proceedings and minutes of meetings of the Board shall be confidential and no statement or copy of any kind whatsoever concerning such agendas, reports, proceedings and minutes shall be made or issued by any Director or Officer without the prior written approval of the Board.

- 8.8 The Board may pass a resolution without a formal Board meeting being held if a special majority of all the Directors entitled to vote on the resolution sign a document or reply to an email containing a statement that they are in favour of the resolution set out in the document or email. For this purpose, signatures or emails can be contained in more than one document, with each document to be identical to each other and such documents shall together be deemed one.
- 8.9 The Board may use any form of media and/or technology it elects to hold or facilitate meetings under this Constitution, and such meetings may be held physically, virtually, or as a hybrid of both.
- 8.10 Any vote given by a person facilitated by any form of media or technological communication shall be deemed to be given personally, except that it shall not be possible for any person participating in a meeting by means of electronic media or technological communication to participate in a secret ballot.
- 8.11 The responsibility for costs incurred with respect to Clause 8.9 herein shall be as determined by the Board.

9. OFFICERS OF THE BOARD

- 9.1 The President shall represent the Company and its policies in any forums, both internally and externally.
- 9.2 Only the President or such other officers of the Company specifically nominated for that purpose by the Board, or in case of urgency a person nominated by the President, shall be authorised to speak or represent the Company on matters of policy and/or fact.
- 9.3 The President shall enforce adherence to the Company's Constitution, By-laws and Governance Policies and assure the integrity of the Board process.
- 9.4 The President shall exercise the governing authority of the Board when advised to do so by the Board.
- 9.5 The President shall be a member ex officio of Committees and Working Parties.
- 9.6 The President shall act as the main liaison between the Board and the Chief Executive Officer.
- 9.7 In his or her absence, the President may delegate any or all responsibilities set out in this Clause to the Vice-President but any such delegation pursuant to this clause does not disqualify the President from exercising the same power and any such delegation may be revoked at any time.
- 9.8 Notwithstanding Clause 17.3, the President may conduct correspondence on behalf of the Board.

10. CESSATION OF BOARD MEMBERSHIP

- 10.1 A person ceases to be a Director and the office of the Director is vacated if the person:
- 10.1.1 Is disqualified from acting as a Director under the Act;
 - 10.1.2 Resigns his or her office by written notice to the Chief Executive Officer or President;

- 10.1.3 Is absent from four meetings in a calendar year. The Board may consider exceptional circumstances for an exemption to this rule;
 - 10.1.4 Is subject to assessment or treatment under any mental health law;
 - 10.1.5 In the opinion of the Board (excluding the Director in question) brings the Company into disrepute;
 - 10.1.6 Ceases to be a Member of the Company;
 - 10.1.7 Ceases to reside ordinarily in South Australia;
 - 10.1.8 Does not sign a Compliance Undertaking within thirty days (or such other period as the Board may prescribe) upon taking office;
 - 10.1.9 Breaches his or her Compliance Undertaking, or
 - 10.1.10 Acts contrary to this Constitution or any rules, regulation or policy determined by the Board from time to time.
- 10.2 A person shall not be expelled or removed as a Director pursuant to Clause 10.1.5, 10.1.9 or 10.1.10 except by a special majority of the Board present and voting.
- 10.3 If a Director ceases to be a Director by virtue of Clause 10.1.3, 10.1.5, 10.1.9 or 10.1.10, that person will not be permitted to be a Board Member for a period of five years from the date on which that person ceased to be a Director.
- 10.4 The office of a person appointed Director will become vacant if the Member ceases to satisfy the qualification by virtue of which the Director was eligible for appointment to the Board.

11. APPOINTMENT TO THE BOARD

- 11.1 Board appointed Directors shall be appointed annually at the first Board meeting after the AGM by a special majority of the Board present and voting. A Board appointed Director eligible for re-appointment may not participate in the vote for his or her own re-appointment and shall absent himself or herself during such vote.
- 11.2 The term of office for Member elected Directors shall be four years.
- 11.3 Four of the Member elected Directors shall retire every two years but shall be eligible for re-election by postal ballot. No Member-elected Director may serve for more than three consecutive terms.
- 11.4 At the first Board meeting after the passage of Clauses 11.1 and 11.3, the Board shall choose up to four of its twelve Directors to be appointed Directors, then shall divide the remaining Directors into two groups, the longer serving Directors being in the first group, the others in the second group. If the number of Directors serving terms of equal duration exceeds four, then the first group shall be chosen from that number by lot. The positions of the members of the first group shall become vacant after the expiration of two years and those in the second group shall become vacant at the expiration of four years, and thereafter the positions of the elected Directors shall become vacant at the expiration of four years from the beginning of their terms of office.

- 11.5 Subject to the provisions of this Constitution, and notwithstanding Clause 6.5.2, a natural person who is a Member of the Company over the age of eighteen years and entitled to vote, and who has been a Member for a period of not less than twelve months immediately preceding their nomination, may nominate for election to the office of Director. A Member who has been an employee of the Company and who is entitled to vote shall not be eligible to nominate for election to the office of Director for a period of two years from the cessation of their employment.
- 11.6 Any nomination for the office of Director must be in writing and be proposed by a Member entitled to vote and seconded by a Member entitled to vote.
- 11.7 The nomination form shall be in a form determined by the Board from time to time.
- 11.8 The completed nomination form, marked confidential, must be received by the Chief Executive Officer at the Registered Office of the Company not later than sixty clear days prior to the Annual General Meeting.
- 11.9 If the number of candidates nominated is greater than the number of vacancies, an election shall be held, and the Chief Executive Officer shall appoint an independent Returning Officer to conduct a postal ballot of all Members entitled to vote. The details of each candidate standing for election, together with the appropriate ballot papers shall be given to the Members at least twenty-eight clear days prior to the Annual General Meeting.
- 11.10 The ballot papers shall contain the names of the candidates, the order of which shall be drawn by lot.
- 11.11 Candidates may each nominate a scrutineer whose name, address and phone number shall be submitted to the Returning Officer for approval and appointment at least fourteen clear days before the close of the ballot.
- 11.12 The voting method employed shall be first past the post.
- 11.13 The postal ballot shall close at 5:00pm on the Friday prior to the Annual General Meeting.
- 11.14 The election of Directors shall be declared at the Annual General Meeting of the Company, and such candidates duly elected shall take office at the first meeting of the Board after the Annual General Meeting.
- 11.15 Notwithstanding anything in Clause 11.14, all Directors as constituted in the preceding year shall hold office until the commencement of the first Board Meeting after the Annual General Meeting, when the candidates duly elected shall take office.
- 11.16 Subject to Clause 11.9 and Clause 16, no election shall be invalidated by reason of the fact that any notice or document required by this Constitution was not received by any voting Member.
- 11.17 If at any election for membership of the Board the place of a retiring Director is not filled, such vacancy shall be deemed a casual vacancy and the Board may proceed to appoint such eligible Members of the Company to fill such vacancy as provided in Clause 6.5.2.

11.18 In the event of Board elections:

11.18.1 RSPCA office facilities, internet provisions and equipment representing the RSPCA as an organisation shall not be used to comment on any individual candidate or group of candidates.

11.18.2 RSPCA Officers shall not comment on, or be used to comment on any individual candidate or group of candidates.

11.19 Candidates for election to the Board shall not be provided with a copy of the membership roll. For the purposes of verification, the candidate may have supervised access to inspect, but not copy, the roll on request.

11.20 No person may take office as a Director unless that person has first signed a Compliance Undertaking.

12. ANNUAL GENERAL MEETINGS

12.1 The Board shall call an Annual General Meeting in accordance with the Act and this Constitution.

12.2 An Annual General Meeting of Members of the Company shall be held within five months after the end of the financial year of the Company at such time and place as the Chief Executive Officer shall appoint.

12.3 Subject to Clause 16, twenty eight days' notice of such meeting shall be given to all Members. Such notice shall include an agenda of business to be conducted at the meeting.

12.4 The business to be transacted at an Annual General Meeting shall be:

12.4.1 To receive and adopt the minutes of the previous Annual General Meeting;

12.4.2 To receive the Annual Report of the Company;

12.4.3 To receive the audited annual accounts of the Company, including a declaration that the accounts fairly represent the results of the operations of the Company, and the auditor's report on those accounts;

12.4.4 To receive the report of the Board of the Company;

12.4.5 To declare the election of Directors to the Board;

12.4.6 To appoint an auditor of the Company who shall hold office until the next Annual General Meeting and who shall then be eligible for re-appointment; and

12.4.7 transact such other of the Company's business of which due notice has been given, subject to the provisions of Clauses 12.6 and 12.7.

12.5 The President shall chair the Annual General Meeting. In his or her absence, the Vice President shall preside, or at any other time as determined by the Board, Directors may elect by a special majority of the Board present and voting a chairperson from among their number or appoint an independent external person to chair the meeting. The Chair shall, in addition to his or her original vote, have a casting vote.

- 12.6 Any two or more Members of the Company shall be at liberty to request that the Board put a motion at an Annual General Meeting provided that notice thereof shall have been given in writing and signed by such two members to the Chief Executive Officer not less than sixty clear days prior to the day of the meeting. Motions shall form part of the Agenda sent to members.
- 12.7 The Board shall have power to exclude from discussion at any Annual General Meeting, any motion or subject matter which has been discussed and resolved upon at a previous General Meeting of the Company.
- 12.8 The Board shall have power to invite persons who are not Members of the Company to attend and to address the Annual General Meeting. Such persons shall not have a right to vote.
- 12.9 Minutes of the Annual General Meeting shall be reduced to writing and authorised by the Board within two months after the AGM. Such minutes as authorised by the Board will be available for inspection by the Members one week after authorisation by the Board and will remain available for inspection until the next General Meeting. Inspection will be by appointment, at the registered office of the Company.

13. EXTRAORDINARY GENERAL MEETINGS

- 13.1 An Extraordinary General Meeting of Members of the Company may be convened by the Board at any time or shall be convened in response to a written request signed by not less than twenty-five Members entitled to vote.
- 13.2 If the Board receives a written request signed by at least 25 Members entitled to vote for an Extraordinary General Meeting to be held, the Board must:
 - 13.2.1 within 21 days of the Members' request, give all Members notice of an Extraordinary General Meeting, and
 - 13.2.2 hold the Extraordinary General Meeting within 2 months of the Members' request.
- 13.3 The Members who make the request for an Extraordinary General Meeting must:
 - 13.3.1 state in the request any resolution to be proposed at the meeting;
 - 13.3.2 sign the request, and
 - 13.3.3 give the request to the Company.
- 13.4 If the Board does not call the meeting within 21 days of being requested under clause 13.2, the Members who made the request may call and arrange to hold an Extraordinary General Meeting.
- 13.5 To call and hold a meeting under clause 13.4, the Members must:
 - 13.5.1 as far as possible, follow the procedures for general meetings set out in this Constitution;
 - 13.5.2 call the meeting using the list of Members on the company's Register of Members, which the Company must provide to the Members making the request at no cost, and

- 13.5.3 hold the general meeting within three months after the request was given to the Company.
- 13.6 The Company must pay the Members who request the general meeting any reasonable expenses they incur because the Board did not call and hold the meeting.
- 13.7 Subject to Clause 16, twenty one days' notice of an Extraordinary General Meeting shall be given to all Members.
- 13.8 The business to be conducted at any Extraordinary General Meeting shall be as stated in the notice convening the meeting and no other business shall be transacted at such meeting.
- 13.9 The President shall chair any Extraordinary General Meeting. In his or her absence, the Vice President shall preside, or at any other time as determined by the Board, Directors may elect by a special majority of the Board present and voting a chairperson from among their number or appoint an independent external person to chair the meeting. The Chair shall, in addition to his or her original vote, have a casting vote.

14. QUORUM AT ANNUAL & EXTRAORDINARY GENERAL MEETINGS

- 14.1 No business shall be transacted at an Annual or Extraordinary General Meeting unless a quorum of Members is present at the commencement of business. A quorum in the case of an Annual General Meeting shall be ten Members personally present and in the case of an Extraordinary General Meeting shall be twenty-five Members personally present.
- 14.2 If within a quarter of an hour from the time appointed for the commencement of an Extraordinary General Meeting a quorum is not present, such meeting if convened upon a written request by at least twenty five Members shall be dissolved.
- 14.3 In every other case, if within a quarter of an hour from the time appointed for holding a General Meeting a quorum is not present, the meeting shall stand adjourned to such date and place as shall be determined by a majority of Members present. If at such adjourned General Meeting a quorum is not present, it shall be adjourned to a date and place to be fixed by the Board.

15. VOTING

- 15.1 Subject to the provisions of Clauses 5 and 12.8:
- 15.1.1 Members of the Company shall be eligible to vote at or to address any Annual or Extraordinary General Meeting;
- 15.1.2 the voting at such meeting shall be personal; and
- 15.1.3 each Member will have one vote.
- 15.2 No resolution proposed under Clause 12.6 at any Annual General Meeting, and no resolution proposed under Clause 13.1 at any Extraordinary General Meeting shall be deemed to be carried unless a special majority of the Members present and voting vote in favour thereof.

16. SERVICE OF NOTICES OR DOCUMENTS

Any document required to be served, delivered or given under this Constitution shall be deemed to have been properly served, given or delivered if posted by ordinary pre-paid post or email.

17. CHIEF EXECUTIVE OFFICER

- 17.1 The Chief Executive Officer of the Company shall be appointed by the Board.
- 17.2 The Chief Executive Officer shall take charge of the Seal, books, documents and other property of the Company, be responsible for conducting the day to day business of the Company and shall summon all meetings by notice.
- 17.3 The Chief Executive Officer shall cause minutes to be kept of all meetings and conduct the correspondence of the Company.
- 17.4 The Chief Executive Officer shall submit to the Board for approval, an Annual Report prepared by him or her, and the audited annual accounts. Both documents are to be available for inspection before and at the Annual General Meeting.

18. RECEIPTS AND PAYMENTS

- 18.1 All monies received on account of the Company shall be paid into the Company's bank account or accounts promptly.
- 18.2 Official receipts of the Company signed by the Chief Executive Officer or nominees duly authorised for that purpose shall be regarded as sufficient acknowledgement and discharge in regards to all payments made to the Company.
- 18.3 All payments made by the Company shall be authorised by a Member or Board Members nominated for that purpose and approved by the Chief Executive Officer or nominees duly authorised for that purpose.
- 18.4 Notwithstanding Clause 18.3, the Board may delegate to the Chief Executive Officer authority to make payments within delegated limits.

19. INVESTMENTS

The Board may, at its discretion, invest the funds of the Company in investments that the Finance Audit & Risk Committee recommends in accord with its Terms of Reference and the Company's Investment Policy. The Board may from time to time alter such investments and Policy.

20. COMMON SEAL

- 20.1 The Company shall have a Common Seal.
- 20.2 The Common Seal shall remain in the custody of the Chief Executive Officer but shall not be used except by authority of the Board first communicated in writing.
- 20.3 Every instrument to which the Seal is affixed shall be signed by two Members of the Board appointed for that purpose and shall be countersigned by the Chief Executive Officer.

21. WINDING UP OR DISSOLUTION

- 21.1 If the Company is wound up, each of the Members undertakes to contribute to the assets of the Company an amount not exceeding \$10 for payment of the debts and liabilities of the Company including the costs of the winding up. This undertaking continues for one year after each of the Members ceases to be a Member of the Company.
- 21.2 If upon winding up or dissolution of the Company as per the Act there remains any money or property whatsoever after the payment of all its debts and liabilities, the same shall not be paid or distributed amongst the Members, but shall be given or transferred to some other charity or charities having objects similar to the objects of the Company and which has Deductible Gift Recipient status under the Tax Act. The beneficiary or beneficiaries shall be determined by a majority of the members of the Company voting at a general meeting at or before the time of dissolution.

22. ALTERATIONS

- 22.1 This Constitution shall remain in force until revoked, altered or varied by a resolution of the Board and subsequently adopted by a resolution that has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution at a General Meeting.
- 22.2 This Constitution shall take effect from the date of adoption by Members at a General Meeting and any constitution or rules in force prior to that date are rescinded from that date but without prejudice to anything done there under.

23. DEDUCTIBLE GIFT RECIPIENT STATUS

- 23.1 If at any time the Company has the status of a company to which gifts can be deducted under the Tax Act, any provisions which from time to time are required in order to maintain the status of the Company as a company to which gifts can be deducted under the Tax Act are deemed to form part of this Constitution.
- 23.2 On the earlier of the winding up of the Company or the revocation of the Company's deductible gift recipient endorsement under Sub-division 30-BA of the Tax Act, the Company must transfer all of its money or property whatsoever remaining after the payment of all of its debts and liabilities to a fund, authority or institution with Deductible Gift Recipient status under the Tax Act, as approved by the Members.

24. INDEMNITY

- 24.1 The Company indemnifies each officer of the Company out of the assets of the Company, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the Company.
- 24.2 In this clause, 'officer' means a Director or Secretary who holds office on or after the date this Constitution takes effect and includes such a Director or Secretary after they have ceased to hold that office.
- 24.3 In this clause, 'to the relevant extent' means:
- 24.3.1 to the extent that the Company is not precluded by law (including the Act) from doing so, and

24.3.2 for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).

24.4 The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the Company.

25. INSURANCE

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