

Constitution of Byron Community Land Limited ACN 623 476 639

A public company limited by guarantee not having a share capital incorporated under the Corporations Act 2001 (Cth)

Incorporated in New South Wales on 18 December 2017

ABN
ACN 623 476 639
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CONSTITUTION OF BYRON COMMUNITY LAND LIMITED ACN 623 476 639

1. PRELIMINARY

1.1 Exclusion of replaceable rules

The replaceable rules contained in the Act do not apply to the Company.

1.2 Definitions and interpretation

In this Constitution:

- a. **“Act”** means the Corporations Act 2001 or any statutory modification or re-enactment thereof for the time being in force.
- b. **“Board”** means the board of Directors for the time being of the Company.
- c. **“Chair”** means the person appointed to the office of chairperson under clause 5.10(a).
- d. **“Company”** means Byron Community Land Limited ACN
- e. **“Directors”** means the directors for the time being of the Company.
- f. **“Foundation Members”** means those members that enter into a Foundation Member Agreement with the Company. Foundation Members are not required to meet the requirements of clause 2.2. Each Foundation Member has the right to veto any amendment to this Constitution. There may be a maximum of 2 Foundation Members.
- g. **“General Member”** means a person, 18 years of age or older who is admitted by the Board of the Company as a member under the process described clause 2.2.
- h. **“Guaranteed Amount”** means the amount set out in clause 1.6.
- i. **“Long Term Housing Agreement”** means a housing agreement such as a lease or co-ownership agreement as determined by the directors from time to time.
- j. **“Member”** means a person whose name is entered in the Register, either as a:
 - i. **General Member**;
 - ii. **Resident Member**; or
 - iii. **Foundation Member**.
- k. **“Office bearers”** means a Director appointed as an office bearer under clause 5.10 including the Chair, Deputy Chair, Secretary and Treasurer.
- l. **“Principal Purpose”** means the purpose set out in clause 1.3.
- m. **“Register”** means the Register of Members under clause 2.3.
- n. **“Resident Member”** means a person enters into a Long Term Housing Agreement (such as a lease or co-ownership agreement) with the Company.
- o. **“Seal”** means the common seal of the Company (if any).
- p. **“Secretary”** means the secretary for the time being of the Company and if there are joint secretaries, any one or more of such joint secretaries.

- q. Except so far as the contrary intention appears in this Constitution, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.
- r. Words importing any one gender shall be deemed and taken to include all genders and the singular to include the plural and the plural the singular unless the contrary as to gender or number is expressly provided.

1.3 Principal Purpose

- a. The Principal Purpose for which the Company is established is to acquire land to provide charitable housing in perpetuity for people in need of charitable housing who live or work in the Byron Shire.
- b. Solely for the purpose of furthering the Principal Purpose, the activities the Company will undertake may include, but are not limited to:
 - i. acquiring and holding land in trusteeship to provide for permanent affordable housing by removing the land from the speculative market forever;
 - ii. building homes and using lands in an environmentally sensitive and socially responsible manner by leasing to individuals for housing, production of food, development of enterprises, co-operatives or activities that support community life;
 - iii. developing and exercising responsible and ecological practices that preserve, protect and promote the land's natural characteristics;
 - iv. preserving the opportunity for individual ownership but protecting the public interest by preventing monopolization, absentee control and speculative gain;
 - v. serving as a model in land stewardship and community development by providing information, resources and expertise;
 - vi. undertaking such other incidental activities it considers will support the Principal Purpose.

1.4 The Principal Purpose is charitable.

The Principal Purpose is charitable.

1.5 Application of income and property

- a. The income and property of the Company must be applied solely towards the Principal Purpose.
- b. No portion of the profits, income or property of the Company may be paid or transferred directly or indirectly to Members or Directors by way of dividend, bonus or otherwise.
- c. Payment may be made in good faith to any Member:
 - i. in return for any services actually rendered to the Company;
 - ii. for goods supplied in the ordinary and usual way of business;
 - iii. by way of interest on money borrowed from any Member at a rate not exceeding the rate for the time being fixed by the Board; and

- iv. of reasonable and proper rent for premises demised or let by any Member.
- d. A Director may not be paid directors fees for serving as a director but payments may be made to Directors in the following circumstances:
 - i. for the payment of out-of-pocket expenses incurred in carrying out the duties of a director where the payments do not exceed an amount previously approved by the Board; or
 - ii. for any service rendered to the Company in a professional or technical capacity where the provision of that service has the prior approval of the Board and the amount payable is approved by a resolution of the Board and is on reasonable commercial terms; or
 - iii. as an employee of the Company where the terms of employment have been approved by a resolution of the Board.

1.6 Liability of Members

The liability of the Members is limited to the Guaranteed Amount being \$10.

1.7 Contribution of Members on winding up

Every Member undertakes to contribute to the assets of the Company in the event of the Company being wound up while he or she is a Member, or within one year of ceasing to be a Member such amount as may be required not exceeding the Guaranteed Amount, for:

- a. the payment of the debts and liabilities of the Company contracted whilst the Member or past Member as the case may be was a Member;
- b. the costs charges and expenses of winding up; and
- c. the adjustment of the rights of the contributors or Members amongst themselves.

1.8 Distribution of assets on revocation of endorsement

- a. Where the endorsement of the Company as a deductible gift recipient is revoked by the Commissioner of Taxation, the following assets remaining after satisfying the Company's liabilities and expenses must be transferred to such other institution or institutions in Australia to which income tax deductible gifts may be made:
 - i. Gifts of money or property for the Principal Purpose;
 - ii. Contributions made to an eligible fundraising event for the Principal Purpose; and
 - iii. Money received by the Company as a consequence of those Gifts or Contributions.
- b. The identity of the institution or institutions will be decided by the Members by ordinary resolution as near as practicable following receipt of a notice of revocation from the Commissioner of Taxation.
- c. If the Members fail to decide, the institution may be determined by application to the Supreme Court in the State of incorporation.

1.9 Distribution of assets on winding up

- a. Where on the winding up or dissolution of the Company, there is a surplus of assets after satisfying all the Company's liabilities and expenses, the surplus:
 - i. must not be paid or distributed to Members; and
 - ii. will be given or transferred to such other institution in Australia to which income tax deductible gifts may be made which:
 1. has similar objects to those of the Company as described in this Constitution, and
 2. prohibits the distribution of income, profit or assets to its Members.
- b. The identity of the institution or institutions will be decided by the Members by ordinary resolution on or before the time of such winding up or dissolution. If the Members fail to decide, the institution may be determined by application to the Supreme Court in the State of incorporation.

2. MEMBERSHIP

2.1 Members

- a. There are three types of members:
 - i. General Members;
 - ii. Resident Members; and
 - iii. Foundation Members.

2.2 Members: eligibility, application and admission

- a. Any natural person committed to the Principal Purpose may become a **General Member** provided:
 - i. Application for Membership is made on the prescribed Application Form in Appendix 1 and by paying the Membership Application Fee of AUD\$10 or another amount as determined by the Directors from time to time;
 - ii. The applicant agrees in writing to provide a guarantee of not less than the Guaranteed Amount to defray such liabilities and expenses of the Company upon its winding up or dissolution;
 - iii. The Application for Membership has been accepted by the Board and such acceptance may be determined by the Board using any criteria as the Board alone may determine; and
 - iv. The name of the Member has been entered in the Register of Members.
- b. A person may become a **Resident Member** provided:
 - i. Application for Membership is made on the prescribed Application Form in Appendix 1 and by paying the Membership Application Fee of AUD\$10 or another amount as determined by the Directors from time to time;

- ii. The applicant agrees in writing to provide a guarantee of not less than the Guaranteed Amount to defray such liabilities and expenses of the Company upon its winding up or dissolution;
 - iii. The Application for Membership has been accepted by the Board and such acceptance may be determined by the Board using any criteria as the Board alone may determine;
 - iv. The name of the Member has been entered in the Register of Members; and
 - v. The applicant has executed a Long Term Housing Agreement (such as a lease or co-ownership agreement) with the Company, and the Company has accepted it.
- c. The Board may decline any Application for Membership and is not bound to give reasons why the application was not accepted.
 - d. When an applicant has been accepted for membership, the Secretary must send to the applicant written notice of their acceptance.
 - e. The first three Members shall be the subscribers to this Constitution (“**the Subscribers**”) who shall not be required to apply for membership.
 - f. The minimum number of Members is 3.
 - g. General Members and Resident Members agree to pay a yearly Membership Fee of AUD\$25 or another amount as determined by the Directors from time to time.

2.3 Foundation Members

- a. Foundation Members are members that enter into a Foundation Member Agreement with the Company.
- b. Foundation Members are not required to meet the requirements of clause 2.2.
- c. **Each Foundation Member has the right to veto any amendment to this Constitution.**
- a. There may be a maximum of 2 Foundation Members.

2.4 Register of Members

- a. The Secretary must maintain the Register at the Company's registered office.
- b. When a person has been accepted for membership either as Resident Member, a General Member or a Foundation Member, the Secretary must cause that Member's name to be entered in the Register and will send to the Member written notice of the acceptance.
- c. The address of a Member in the Register will be the address of the Member for the purpose of service of any notices to Members.
- d. The rights of any Member are not transferable.

2.5 Discipline of Members

- a. The Directors may by resolution suspend for a fixed term or expel a Member from the Company if, in their absolute discretion, the Directors decide it is not in the interests of the Company for the person to remain a Member.
- b. If the Directors intend to consider a resolution under clause 2.4(a), at least one week before the meeting at which the resolution is to be considered, they must give the Member written notice: stating the date, place and time of the meeting; setting out the intended resolution and the grounds on which it is based; and informing the Member that the Member may attend the meeting and may give an oral or written explanation or submission before the resolution is put to the vote.
- c. Any Member expelled from the Company may at any time apply to the Board to be readmitted as a Member.
- d. A Member who has been expelled from the Company or during their term of suspension as a Member, may not cast a vote at general meetings of the Company and may not serve as a Director.

2.6 Cessation of membership

- a. A Resident Member ceases to be a Member at the expiration of their Long Term Housing Agreement (such as a lease or co-ownership agreement) with the Company.
- b. A Member (including a Resident Member) ceases to be a Member on:
 - i. resignation; or
 - ii. expulsion or suspension in accordance with this Constitution.
- c. A Member whose membership is terminated will be liable for all moneys due by that Member to the Company in addition to any sum not exceeding the Guaranteed Amount for which the Member is liable under clause 2.1 of this Constitution.
- d. Except as a creditor, a Member whose membership is terminated will not make any claim, monetary or otherwise, on the Company, its funds or property.
- e. Any person who for any reason ceases to be a Member shall no longer represent themselves in any manner as being a Member.

3. PATRON

The Company may from time to time at any general meeting appoint a person, not necessarily a member of the company, to be Patron of the Company until the next Annual General Meeting. A Patron shall not, as Patron, have any rights or obligations in relation to the Company.

4. MEETINGS OF MEMBERS

4.1 Annual General Meeting

- a. Subject to the Act, a general meeting must be held at least once in every calendar year and within the period of five (5) months after the end of the financial year at such time and place as may be determined by the Directors to be called the “Annual General Meeting”;
- b. Meetings of the Company other than the Annual General Meeting shall be called “General Meetings”.
- c. The business of the Annual General Meeting may include any of the following, even if not referred to on the notice of meeting:
 - i. the consideration of the Annual Financial Statements, Directors’ Declaration and Directors’ Report and Auditor’s Report;
 - ii. the election of Directors;
 - iii. the appointment of the auditor; and
 - iv. the fixing of the auditor’s remuneration.

4.2 Convening General Meetings

- a. A general meeting may only be called:
 - i. by a Directors’ resolution; or
 - ii. in accordance with a Members’ requisition under the Act; or
 - iii. as otherwise provided in the Act.
- b. The Directors may change the venue for, postpone or cancel a general meeting, provided that if the general meeting was not called by a Directors’ resolution or was called in accordance with a Members’ requisition under the Act, then it may not be postponed or cancelled without the prior written consent of the persons who called or requisitioned the meeting.

4.3 Notice of General Meetings

- a. A notice of meeting of Members shall specify:
 - i. the place, the day and the 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);
 - ii. the general nature of the business to be transacted at the meeting; and
 - iii. such other information as is required by clause 249L of the Act.
- b. The Company may hold a meeting of its Members at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.
- c. Subject to the provisions of the Act relating to agreements for shorter notice, at least 21 days notice must be given of a meeting of Members.
- d. Notice of every meeting of Members shall be given in the manner authorised by clause 6.10 to:

- i. every Member and to every Director; and
- ii. the auditor for the time being of the Company.
- e. No other person is entitled to receive notices of meetings of Members.

4.4 Chair of General Meetings

- a. The Chair shall preside as chair at every General Meeting.
- b. If there is no Chair or the Chair is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting, the Deputy Chair will chair the meeting.
- c. If the Deputy Chair is not present or is present but is unwilling to act for all or part of the meeting, the Members present shall elect one of their number to chair the meeting (or part of it).

4.5 Quorum for General Meetings

- a. No business shall be transacted at any meeting of Members unless a quorum of Members is present at the time when the meeting proceeds to business.
- b. A quorum of Members for a meeting is:
 - i. at least three members; and
 - ii. If there are more than three members, a number equal to half of the Members plus one and if that number is not a whole number then the nearest whole number above shall be the quorum.
- c. For the purpose of determining whether a quorum is present, a person attending as a proxy, shall be deemed to be a Member.

4.6 Adjournment of General Meetings

- a. If a quorum is not present within fifteen (15) minutes from the time appointed for the meeting:
 - i. where the meeting was convened upon the request of Members - the meeting shall be dissolved; or
 - ii. in any other case:
 - 1. the meeting stands adjourned to such day, and at such time and place, as the Directors determine or,
 - 2. if no determination is made by the Directors, to the same day in the next week at the same time and place; and
 - 3. if at the adjourned meeting a quorum is not present within fifteen (15) minutes from the time appointed for the meeting, then the meeting shall be dissolved.
- b. The chair shall adjourn a meeting of Members from time to time and from place to place if the Members present with a majority of votes that may be cast at that meeting agree or direct the chair to do so. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

- c. When a meeting of Members is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- d. Except as provided by the preceding paragraph, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

4.7 Voting at General Meetings

- a. At any meeting of Members a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded (before a vote is taken or immediately after the declaration of the result of the show of hands) by at least two thirds of the Members present in person or by proxy.
- b. Unless a poll is so demanded, a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- c. The demand for a poll may be withdrawn.
- d. If a poll is duly demanded, it shall be taken in such a manner as the chair directs and unless the meeting is adjourned, the result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.
- e. A poll demanded on the election of the chair or on a question of adjournment shall be taken immediately.
- f. In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting of Members at which the show of hands takes place or at which the poll is demanded will have a casting vote in addition to any vote the chair may have in the capacity as a Member.
- g. Subject to any rights or restrictions for the time being attached to any Member:
 - i. at meetings of Members or classes of Members each Member entitled to vote may vote in person or by proxy or attorney or representative; and
 - ii. on a show of hands every person present who is a Member or a proxy or representative of a Member has one vote, and on a poll every person present in person or by proxy or attorney or representative has one vote.
- h. If the membership is held jointly and more than one such joint Member votes, only the vote of the Member whose name appears first in the Register counts.
- i. If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, his or her committee or trustee or such other person as properly has the management of his or her estate may exercise any rights of the Member in relation to a meeting of Members as if the committee, trustee or other person were the Member.
- j. A Member is not entitled to vote at a meeting of Members unless all sums presently payable by the Member in respect of the Company have been paid.
- k. An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.

- l. Any such objection shall be referred to the chair of the meeting of Members, whose decision is final.
- m. A vote not disallowed pursuant to such an objection is valid for all purposes.

4.8 Proxies

- a. A Member who is entitled to attend and cast a vote at a meeting of Members may appoint a person (whether or not a Member) as the Member's proxy to attend and vote for the Member at the meeting.
- b. An instrument appointing a proxy shall be in writing under the hand of the appointor or of his or her attorney duly authorised in writing or, if the appointor is a corporation, either under seal or executed in accordance with the Act or under the hand of an officer or attorney duly authorised.
- c. An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote in the resolution except as specified in the instrument.
- d. An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- e. An instrument appointing a proxy shall be in the form or in a form that is as similar to the form in Appendix 2, as the circumstances allow.
- f. An instrument appointing a proxy must be deposited at the registered office of the Company:
 - i. not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - ii. in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll,
- g. A vote given in accordance with the terms of an instrument of proxy is valid despite the death or unsoundness of mind of the principal, the revocation of the instrument (or of the authority under which the instrument was executed), providing no intimation in writing of the death, unsoundness of mind or revocation was made before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

5. DIRECTORS

5.1 Appointment and removal of Directors

- a. The number of the Directors must be 3 at the time of the incorporation of the Company, and not less than 9 after five years from the date of the incorporation of the Company.
- a. The Board must comprise the following categories of Directors, each consisting of one third of the total Board:
 - i. **“Resident Directors”** nominated and appointed by Resident Members;

- ii. **“General Directors”** nominated and appointed by General Members; and
 - iii. **“Public Directors”** nominated and appointed by Resident Members and General Members.
- b. The Members may by resolution passed at a general meeting:
 - i. determine the method for electing a Director; and
 - ii. determine in what rotation a Director is to go out of office.
- c. Subject to clause 5.1(c)(i), Members may appoint a person to be a Director by resolution passed at a general meeting. The resolution may specify the period during which the Director is to hold office and if it does so specify the Director will cease to hold office at the expiration of that period but will be eligible for reappointment. If the Members' resolution does not specify the term of the Director's appointment, the Director will hold office in accordance with clause 5.4.
- d. A Director must have suitable qualifications, skills and experience (as determined by the Board) to discharge the function of a Director.
- e. A Director need not be a Member but is entitled to receive notices of and attend and speak at meetings of Members.
- f. No person (not being a retiring Director) is eligible for election to the office of Director unless:
 - i. Such person has, at least 28 days before the meeting, left at the registered office of the Company a duly signed notice in writing giving such person's consent to their nomination; and
 - ii. Notice of every candidate for the position of Director is served by the Board on Members at least 14 days before the meeting at which the election is to take place.
- g. Subject to the Act, the Company in general meeting may at any time by ordinary resolution remove any appointed or elected Director before the expiration of that Director's period of office and, if so desired, elect another person in that Director's stead. The person so elected shall hold office during such time only as the Director in whose place such person is elected would have held office if such Director had not been removed.

5.2 Vacancies

- a. In the event of a vacancy in the office of a Director, and the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they must act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or of convening a meeting of Members for that purpose.
- b. The Directors have power to:
 - i. appoint a new Director to fill any casual vacancy; and
 - ii. appoint additional Directors.

where such appointment maintains the ratio of Resident Directors, General Directors and Public Directors as described at 5.1(b).

- c. Any Director so appointed may hold office only until the next following Annual General Meeting of the Company and shall then be eligible for election but a term filling a casual vacancy or as a co-opted additional Director must not then be taken into account in determining the number of Directors who are to retire by rotation at such meeting.
- d. In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:
 - i. becomes of unsound mind;
 - ii. resigns his or her office by notice in writing to the Company;
 - iii. is absent without the consent of Directors from 3 consecutive meetings of the Board;
 - iv. is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his or her interest as required by clause 5.15; or
 - v. is expelled or suspended as a Member in accordance with clause 2.5.

5.3 Defects in appointment of Directors

All acts done by a meeting of the Directors or by any person acting as a Director are valid, despite that it is afterwards discovered that there was a defect in the appointment of a person to be a Director, or to act as a Director, or that person so appointed was disqualified.

5.4 Rotation of Directors

The following provisions shall apply to all Directors:

- a. At every Annual General Meeting those Directors who have been in office for five years or until the fifth Annual General Meeting following such Directors' appointment (whichever is the longer) must retire.
- b. The Directors or Director to retire under clause 5.4(a) must be the Directors or Director longest in office since last being elected but as between Directors who were elected on the same day, the Director or Directors to retire must (in default of agreement between them) be determined by lot.
- c. The Company at any general meeting at which any Directors retire may fill up the vacated office by electing a like number of persons to be Directors and may fill up any other vacancies.
- d. If, at any Annual General Meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled up, the retiring Directors, or such of them as have not had their places filled up, may (if willing to act) be re-appointed and continue in office until the third Annual General Meeting following such Directors' re-appointment.
- e. A Director or Directors re-appointed under clause 5.4(d) must not continue in office beyond the third Annual General Meeting following such Directors' re-appointment unless such continuation is approved by a special resolution of members.

5.5 Powers and duties of Directors

- a. Subject to the Act and to any other provision of this Constitution, the business of the Company must be managed by the Directors, who may pay all expenses incurred.
- b. Without limiting the generality of the preceding paragraph, the Directors may exercise all the powers of the Company in furtherance of the Principal Purpose to:
 - i. acquire such parcels of land, with or without buildings and other improvements, through donation, purchase or otherwise as the Board shall determine is prudent to acquire; and
 - ii. convey the right to use land, through housing agreements, such as leases or other limited conveyances, in accordance with this Constitution.
- c. The Directors may borrow money, to charge any property or business of the Company or give any other security for a debt, liability or obligation of the Company or of any other person.
- d. The Directors may, by power of attorney, appoint any person (either by name or by reference to position or office held) to be the attorney of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
- e. Any such power of attorney may contain provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in him or her.
- f. All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, must be signed, drawn, accepted, endorsed, executed, as the case may be in such manner as the Directors determine.

5.6 Limitation on powers of the Board

- a. The Board must seek by special resolution, the approval of the Members in general meeting before the following decisions become effective;
 - i. the sale of land held by the Company;
 - ii. the mortgage of land held by the Company;
 - iii. the establishment or alteration of the “resale formula” as further described at clause 6.8; or
 - iv. the alteration of the categories of Membership.

5.7 Meetings of Directors

- a. Subject to this clause, the Board may meet together for the dispatch of business and adjourn and otherwise regulate its meetings as it thinks fit.
- b. All meetings of the Board must be open to any Member, except when the Board has voted during such an open meeting to go into executive session.

- c. The Board must not vote to hold an executive session except to consider one or more of the following matters:
 - i. Contracts, labour relation agreements with employees, arbitration, grievances or litigation involving the Company;
 - ii. Real estate purchase offers and the negotiating or securing of real estate purchase options or contracts;
 - iii. The consideration of applications from persons seeking to lease land or housing, purchase housing or other improvements, or arrange finance from the Company; or
 - iv. Relationships between the Company and any party who may be harmed by a public discussion of matters relating to the relationship.

5.8 Convening meetings of Directors

The Board may at any time, and a Secretary must on the requisition of a Director, convene a meeting of the Directors.

5.9 Quorum for Directors' meetings

- a. A quorum must consist of an equal amount of Resident Directors, General Directors and Public Directors.
- b. Subject to clause 5.9(a) a quorum consists of:
 - i. If the Directors have fixed a number for the quorum greater than 3, that number of Directors present at the meeting; or
 - ii. In any other case, 3 Directors present at the meeting.

5.10 Chair and office bearers

- a. At the first Directors' meeting following each Annual General Meeting the Directors shall elect one of their number as Chair by a simple majority for an annual term of office.
- b. A retiring Chair is eligible for re-election to that office.
- c. Where a meeting of the Directors is held and:
 - i. a Chair has not been elected as provided by the preceding two paragraphs; or
 - ii. the person so elected is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting, the Directors present shall elect one of their number to chair such meeting or part of it.
- d. At the first Directors' meeting following each Annual General Meeting the Directors shall appoint the Secretary and other Office Bearers other than the Chair, as they see fit.
- e. The duties of the Office Bearers shall be determined by the Board.
- f. An Office Bearer, including the Chair, may be elected for more than one successive term.

5.11 Voting at directors' meetings

- a. Subject to this Constitution, questions arising at a meeting of Directors shall be decided by a majority of votes of Directors present and voting and any such decision shall for all purposes be deemed a decision of the Directors.
- b. A Director may not appoint a proxy for the purpose of voting at directors' meetings.
- c. In a case of an equality of votes, the Chair of the meeting shall have a casting vote in addition to any vote the Chair may have in the capacity as a Director.

5.12 Delegation of powers

- a. Directors may delegate any of their powers to a committee or committees consisting of such of their number and such other qualified persons as they think fit.
- b. A committee to which any powers have been so delegated must exercise the powers delegated in accordance with any directions of the Directors and a power so exercised shall be deemed to have been exercised by the Directors.
- c. The Members of such a committee may elect 1 of their number as Chair of their meetings.
- d. Where such a meeting is held and:
 - i. a Chair has not been elected as provided by the preceding paragraph; or
 - ii. the person so elected is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting, Members present may elect one of their number to be Chair of the meeting or part of it.
- e. A committee may meet and adjourn as it thinks proper.
- f. Questions arising at a meeting of a committee must be determined by a majority of votes of Members present and voting.
- g. In the case of an equality of votes, the Chair must not have a casting vote in addition to any vote the Chair may have in the capacity as a committee Member.

5.13 Electronic meetings of Directors

- a. A meeting of Directors may be called or held using any technology consented to by all the Directors. Consent of a Director for the purposes of this clause may be standing one. A Director may only withdraw his or her consent within a reasonable time before the meeting of Directors.
- b. A minute of the proceedings at a meeting held using technology is sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chair of the meeting.

5.14 Circulating resolutions

- a. A resolution of Directors is deemed to have been passed at a meeting of the Directors at the time at which a document containing the resolution is last signed by a Director.

- b. For the purposes of the preceding clause, two or more separate documents containing statements in identical terms each of which is signed by one or more Directors shall together be deemed to constitute one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate document.

5.15 Directors' conflicts of interest

- a. Subject to the Act, no Director shall be disqualified by his or her office or of the fiduciary relation thereby established, from contracting or entering into any arrangement with the Company, nor shall any such contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or agreement.
- b. Every Director shall observe the provisions of Clause 191 of the Act relating to the disclosure of the interest of Directors which might create duties or interests in conflict with their duties or interests as Directors as if the Company were a proprietary company.
- c. Subject to the Act, a Director shall not as a Director be present at a meeting of Directors or vote in respect of any contract or arrangement in which such Director is interested in the manner described in the preceding clause being considered at that meeting.
- d. A Director who is interested in any contract or arrangement may despite such interest attest the affixing of the Seal of the Company to any document evidencing or otherwise connected with such contract or arrangement.

5.16 Chief Executive Officer

- a. The Directors may, upon such terms and conditions and with such restrictions and as they think fit, confer upon the Chief Executive Officer any of the powers exercisable by them.
- b. Any powers so conferred may be concurrent with, or be to the exclusion of, the powers of the Directors.
- c. The Directors may at any time withdraw or vary any of the powers so conferred on the Chief Executive Officer.

6. ADMINISTRATION

6.1 Minutes

- a. Directors must cause minutes of:
 - i. all proceedings and resolutions of meetings of Members;
 - ii. all proceedings and resolutions of meetings of the Directors, including meetings of a committee of Directors;
 - iii. resolutions passed by Members without a meeting;

- iv. resolutions passed by Directors without a meeting, to be duly entered into the books kept for that purpose in accordance with the Act.
- b. A minute recorded and signed in accordance with the Act is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.
- c. Books containing the minutes of meetings of Members and resolutions passed by Members without a meeting will be open for inspection by a Member free of charge.

6.2 Accounts

- a. Directors must keep true and complete books of accounts of the transactions of the Company.
- b. The Financial Year will begin on the first day of July and ends on the thirtieth day of June.
- c. The accounts must be held at the registered office or any other place as Directors think fit.
- d. The accounts must always be open to inspection by the Directors.
- e. Directors must arrange for the financial report, the Directors' report and the Auditors' report (if required by the Act) to be made out and laid before the Annual General Meeting.

6.3 Audit

- a. A registered company auditor must be appointed.
- b. The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the Act.

6.4 Inspection of records

- a. Subject to the Act, the Directors must determine whether and to what extent, and at what time and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of Members other than Directors.
- b. A Member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in a meeting of Members.

6.5 Execution of documents

- a. The Company may have a Seal, known as the common seal, on which its name, its Australian Company Number and the words "Common Seal" are engraved.
- b. If the Company has a seal the Directors shall provide for the safe custody of the Seal.
- c. The Seal shall be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to authorise the use of the Seal.

- d. The Company may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by:
 - i. two Directors; or
 - ii. one Director and one Secretary; or
 - iii. one Director and another person appointed by the Directors for that purpose.The signature of such persons may be affixed to the document by manual, autographic or mechanical means.
- e. The Company may execute a document without using a seal if the document is signed by:
 - i. two Directors; or
 - ii. one Director and one Secretary; or
 - iii. one Director and another person appointed by Directors for that purpose.
- f. A facsimile signature may not be affixed to a document unless the auditors, internal auditors or bankers of the Company have reported to the Board in writing that the document may be sealed in that manner.

6.6 By-laws

Subject to the Act and this Constitution, the Board has power to make by-laws concerning membership application and qualification for membership of the Company and any other matter which the Board believes suitable for including in such by-laws.

6.7 Stewardship of Land

- a. Before the Board may make a decision regarding use of land owned by the Company, including use of such land by Resident Members, the Board must take into account the following principles:
 - i. The Board must consider the needs of potential Resident Members and attempt to give effect to just distribution of land use rights;
 - ii. The Board must convey land use rights to Resident Members on terms that will preserve the affordable access to land and housing for future Resident Members; and
 - iii. The Board must convey land use rights that will promote the long term wellbeing of the community and long term health of the environment.
- b. The Board must approve a decision to mortgage or otherwise encumber land owned by the Company (in addition to approval of Members in general meeting at clause 5.6(a)).
- c. Property owned by the Company must not be sold except in extraordinary circumstances and only in accordance with the following:
 - i. No less than two thirds of the entire Board at a Board meeting approves the sale, provided that written notice of such meeting is provided to Directors describing the proposed sale and its reasons for sale; and

- ii. No less than 75% of the Members present at meeting of Members approves the sale, provided that written notice of the meeting is provided to Members and description of the proposed sale and reasons for the proposal are given.
- iii. Despite sub clauses 6.7(c)(i) and (ii) above, property may not be sold by the Company whilst it remains subject to a Long Term Housing Agreement with a Resident Member.

6.8 Reversion Formula

- a. The Board must restrict the price that a Resident Member may receive when they sell housing and other improvements located on land owned by the Company. The Board must establish such restrictions in the form of a reversion formula adopted by the Board as a by-law and with consent of the Members in accord with the following principles:
 - i. The reversion formula must allow the seller to receive a price based on the value that the seller has invested in the property being sold;
 - ii. The reversion formula must limit the price of the property to an amount that will be affordable for the Resident Member purchasing the housing.
- b. The Board must ensure that as a condition of any Long Term Housing Agreement (such as a long term lease or co-ownership agreement) of Company property with a Resident Member, the Resident's interest in Company property may be resold to the Company at a price limited by a reversion formula.

6.9 Alteration of Constitution

- a. The Company may only alter this Constitution by special resolution passed at a general meeting of Members.
- b. A Foundation Member has a veto right regarding any amendments to this Constitution.

6.10 Notices

- a. A notice may be given by the Company to any Member either:
 - i. by serving it on the Member;
 - ii. by sending it by post to the Member at the member's address, including any email address, as shown in the Register of Members or the address supplied by the Member to the Company for the giving of notices to that Member;
 - iii. by sending it by facsimile transmission to a facsimile number supplied by the Member to the Company for the giving of notices to the Member; or
 - iv. by sending it by email to an email address supplied by the Member to the Company for the giving of notices to the Member.
- b. Where a notice is sent by post, service of the notice is deemed to be effective by properly addressing, prepaying and posting a letter containing the notice, and to have been effected, in the case of a notice to a Member, on the day after the date of its posting and, in any other case, at the time at which the letter would be delivered in the ordinary course of post.

- c. Where a notice is sent by facsimile, service of the notice shall be deemed to be effected on receipt by the Company of a transmission report confirming successful transmission.
- d. Where a notice is sent by email, service of the notice is deemed to be effected 24 hours after the transmission of the email unless the person transmitting the email is notified at any time that the email was undelivered or undeliverable.
- e. A notice may be given by the Company to joint members by giving notice to the joint member first named in the Register of Members.

6.11 Officers: indemnities and insurance

- a. To the extent permitted by the Act:
 - i. the Company indemnifies every person who is or has been an Officer against any liability for costs and expenses incurred by that person in defending any proceedings in which judgement is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any proceedings in which the Court grants relief to the person under the Act; and
 - ii. the Company indemnifies every person who is or has been an Officer against any liability incurred by that person, as an Officer to another person, unless the liability arises out of conduct involving a lack of good faith.
- b. The Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer against a liability:
 - i. incurred by the person in his or her capacity as an Officer or in the course of acting in connection with the affairs of the Company except where the liability arises out of conduct involving a wilful breach of duty in relation to the Company or a contravention of Clauses 182 and 183 of the Act; or
 - ii. for costs and expenses incurred by that person in defending proceedings, whatever their outcome.
- c. In the two preceding clauses, the term "proceedings" means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in his or her capacity as such an Officer or in the course of acting in connection with the affairs of the Company or otherwise arising out of the Officer's holding such office (including proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Company).

6.12 Winding up

Subject to clause 1.7, the Company may be dissolved by a special resolution of Members at a meeting of Members.

SIGNED BY SUBSCRIBERS

We, the persons specified in the application of the Company's registration as persons who consent to become Members, agree to the terms of the foregoing Constitution:

Full Names of Subscribers	Signatures of Subscribers
Paul Kevin SPOONER	
Penelope Lydia BEAUMONT	
David SWEET	

Dated:

APPENDIX 1 - MEMBERSHIP AGREEMENT

APPLICANT - APPLICATION FOR MEMBERSHIP OF BYRON COMMUNITY LAND LIMITED

In consideration of paying the application fee and, upon acceptance as a member, the yearly membership fee, I (name and occupation) of (address), (email)..... (mobile phone) desire to become a Member of Byron Community Land Limited ("the Company").

In the event of my admission as a Member:

- 1. I agree to be bound by the Constitution of the Company for the time being in force; and
2. I agree that clauses 2.3 (Foundation Members) and 6.9 (Alteration of Constitution) of the Constitution can only be amended if all members (including any Foundation Members) of the Company consent to its amendment. I understand that, according to clauses 2.3 and 6.9 of the Constitution, a Foundation Member has the right to veto any amendment to the Constitution.

..... Signature of Applicant Date

PROPOSER

I, (name), a member of the Company, nominate the applicant, who is personally known to me, for Membership.

..... Signature of Proposer Date

BYRON COMMUNITY LAND LIMITED - ACCEPTANCE

Byron Community Land Limited hereby accepts the above Application for Membership.

..... Signature of Director Date

..... Signature of Director or Secretary Date

APPENDIX 2 - PROXY FORM

Byron Community Land Limited

I.....(name) being a Member hereby appoint
..... (name) of
..... (address) or, in his or her
absence, (name) of
..... (address) as my proxy to vote for me on my
behalf at the meeting of the Members to be held on theday of, 20..... and
at any adjournment of that meeting.

This form is to be used * in favour of / * against the resolution

.....

SIGNED this day of, 2....

* Strike out whichever is not desired

To be inserted if desired.