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has the same meaning it has in the Corporations Act.

providing organisations which are committed to providing education, choice, maximum independence, competence, integration and a valued social network for people with intellectual and other disabilities;

(d) promoting the interests of people with intellectual and other disabilities and their related needs to the community and governments;

(e) encouraging and participating in the establishment of support systems to meet their current and future needs;

(f) to act as trustee and to perform and discharge the duties and functions incidental thereto where this is incidental or conducive to the attainment of the Objects; and

(g) to do such other things as are incidental or conducive to the attainment of the Objects, including the establishment of a public fund.

The Company has the legal capacity and powers of an individual and also has all the powers of a body corporate under the Corporations Act.

The income and the property of the Company, however derived:

(a) must be applied solely towards the promotion of the Objects; and

(b) may not be paid or transferred to the Members, in whole (i)MCID 28 BDC -0.2 2.2 (i)3.1 (de7 0 Td(.2 (a)

(ii) the costs of winding up; and

(iii) adjustment of the rights of the contributories among themselves.

(a) Subject to clause 4.2(e), if any property remains on the winding up or dissolution of the Company after satisfaction of all its debts and liabilities, then, subject always to clause 5.3, that property may not be paid to or distributed among the Members but must be transferred to one or more funds or institutions:

(i) that have charitable purposes similar to, or inclusive of, the Objects; and

(ii) are not-for-profit entities whose governing documents prohibit the distribution of its income and property among its members (if it has members) to at least the same extent as imposed on the Company under this Constitution.

(b) The funds or institutions will be determined by the Members at or before the time of dissolution.

(a) Where the Company has been endorsed as a deductible gift recipient under Subdivision 30-BA of the Tax Act as an entity, and:

(i) the Company is wound up; or

(b) if a natural person, not be an employee of the Company or a spouse of an employee of the Company unless otherwise approved by the Directors;

(c) uphold the Statement of Values and Principles;

(d) consent in writing to become a Member; and

(e) agree to be bound by this Constitution.

(a) The application for membership must be:

(i) in such form as the Directors may from time to time prescribe, signed by the applicant and returned to the Company as directed on the form; and

(ii) accompanied by the membership fee, if any, prescribed by the Directors.

(b) Each application for membership must be considered by the Directors within a reasonable time after the application is made.

(c) When an applicant has been accepted or rejected for membership the Secretary must notify the applicant of the decision of the Directors within a reasonable period.

The Directors have the discretion to refuse any person admission as a Member without giving any reason for refusing.

If the Directors accept an application for membership, as soon as practicable, the Directors must cause the name of the person to be entered in the Register.

(a) The Directors may honour any Member as a Life Member, who:

(i) has rendered long and valued service to the Company; or

(ii) has demonstrated exceptional commitment to pursuing the Company's objects over time.

(b) Life Members have membership rights as Members under this Constitution.

(c) A Life Member ceases to be a Life Member on:

(i) death;

(ii) resignation by written notice to the Company having immediate effect or with effect from a specified date occurring not more than seven days after the service of the notice;

(iii) becoming of unsound mind or a person whose personal estate is liable to be dealt with in any way under a law related to mental health; or

(iv) the passing of a resolution by the Directors to remove the life membership of a Life Member.

(a) The Company must establish and maintain a Register. The Register must be kept by the Secretary and must contain:

(i) for each current Member:

(A) name;
(B) address;
(C) any alternative address nominated by the Member for the service of notice; and
(D) date the Member was entered on to the Register.

(ii) for each person who stopped being a Member in the last 7 years:

(A) name;
(B) address;
(C) any alternative address nominated by the Member for the service of notices; and
(D) date the membership started and ended.

(b) The Company must provide access to the Register in accordance with the Corporations Act.

A Member ceases to be a Member on:

(a) in the case of an individual, death or, in the case of a body corporate, its ceasing to exist;

(b) resignation by written notice to the Company having immediate effect or with effect from a specified date in the notice;

(c) the passing of a majority resolution of the Directors for failing to respond to annual correspondence sent by the Company for the purpose of confirming a Member's membership or address details within 3 months of the date of the correspondence;

(d) failing to pay any fee that may be prescribed by the Directors from time to time within 6 months after the fee was due and payable;

(e) becoming of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law related to mental health;

(f) in the case of a body corporate, immediately before the Member becoming subject to an Insolvency Event;

(g) in the case of an individual, becoming bankrupt or insolvent or making an arrangement or composition with creditors of a person's joint or separate estate generally;

(h) the passing of a resolution by the Directors or Members in General Meeting in accordance with clause 7.2;

(i) that Member ceasing to be a Director.

(a) Subject to this Constitution, the Directors or Members in General Meeting may at any time terminate the membership of a Member if the Member:

(i)

(a) Notice of cancellation, postponement or change of place of a General Meeting must state the reason for cancellation or postponement and be given:

(i) to each Member individually; and

(ii) to each other person entitled to be given notice of a General Meeting under the Corporations Act.

(b) A notice of postponement of a General Meeting must specify:

(i) the postponed date and time for the holding of the meeting;

(ii) a place for the holding of the meeting which may be either the same as or different from the place specified in the notice convening the meeting; and

(iii) if the meeting is to be held in 2 or more places, the technology that will be used to facilitate the holding of the meeting in th maiing i

(ii) may require the adoption of any procedure which is, in the chairperson's opinion, necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the General Meeting; and

(iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the chairperson considers it necessary or desirable for the proper conduct of the meeting.

(b) A decision by the chairperson under this clause 9.7 is final.

(a) The chairperson of a General Meeting may at any time during the meeting adjourn

If a poll is demanded at a General Meeting:

(a) it must be taken in the manner and at the date and time directed by the chairperson and the result of the poll is the resolution of the m

(ii) such other place within the state or territory in which the Company has its Registered Office, or to an email address, as is specified for that purpose in the notice convening the meeting; or

(iii) any other means provided by the Corporations Act, as is specified for that purpose in the notice convening the meeting,

not less than 48

(a) To be eligible for the office of Director an individual must:

(i) be a Member at the date of appointment and at all times during their term as Director;

(ii) have a Director Identification Number; and

(iii) subject to clause 10.3(b), consent in writing to act as a Director.

(b) Where an individual

A Director with a material personal interest in a matter may still be present and vote if:

(a) their interest arises because they are a Member of the Company and the other Members have the same interest;

(b) their interest arises in relation to remuneration as a Director of the Company;

(c) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Company (see clause 32.2);

(d) their interest relates to a payment by the Company under clause 32.1, or any contract relating to an indemnity that is allowed under the Corporations Act;

The termination of an appointment of an Alternate Director must be effected by a notice in writing signed by the Director who made the appointment and delivered to the Company.

An Alternate Director is not to be taken into account separately from the appointor in determining the number of Directors.

(a) At a meeting of Directors, the number of Directors whose presence in person is necessary to constitute a quorum is as determined by the Directors, and, unless so determined, is a majority of Directors holding office.

(b) Alternate (i)-8.9 (o.2 (maj)-8.9(n)-12.3 (c 0p8.3 (l)3.2 (d)-12.3 (i)3.1 (ng)-12.2 (of)-1 (f)-13.2 (i)3.1)(e

(ii)

Subject to the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to inspection by the Members (other than Directors).

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 General Meeting.

In this clause 31, a reference to a document includes a notice.

(a) The Company may give a document to a Member or Director:

(i) personally;

(ii) by sending it by post to the address for the Member or Director in the Register or an alternative address nominated by the Member or Director;

(iii) by sending it to an electronic address nominated by the Member or Director; or

(iv) by any other method of service provided by the Corporations Act.

(b) A Member or Director may give a document to the Company:

(i) by serving it on the Company at the Registered Office;

(ii) by sending it by post to the Registered Office; or

(iii) by sending it to the electronic address nominated by the Company.

(c) Except in relation to service of a document referred to in clause 9.15(g), a document is taken to be given:

(i) if it is sent by post, on the 3rd business day after the date of its posting;

(ii) if it is sent by electronic transmission:

(A) by properly addressing and transmitting the electronic transmission; and

(B) if the document is properly addressed and transmitted in accordance with clause 31.2(c)(ii)(A), on the day following its transmission; and

(iii) if it is given in any other way permitted under the Corporations Act, then when it is taken to have been given under the Corporations Act.

A certificate in writing signed by a Director or a Secretary stating that a document was sent to a Member or Director by post or electronic transmission on a particular date is prima facie evidence that the document was so sent on that date.

I/We, ... (name)

of ..... (address)

being a member/members of the abovenamed Company hereby appoint

..... (name)

of ..... (address)

or in their absence ..... (name)

of ..... (address)

as my/our proxy to vote for me/us on my/our behalf at the meeting of the members of the Company to be held on the ..... day of ..... 20 ..... and at any adjournment of that meeting.

[TO BE INSERTED IF DESIRED] This form is to be used in favour of / against the resolution (Strike out whichever is not desired)

[INSERT DETAILS OF SPECIFIC RESOLUTIONS IF DESIRED]

Signed: .....

Name: .....

Dated: .....

This notice must be returned to Warrah Society ACN 000 705 644 at:

[ADDRESS/EMAIL ADDRESS/FAX No]

by [TIME] on [DATE]

[INSERT SPECIFIC DETAILS ENSURING THAT THE TIME IS 48 HOURS BEFORE THE TIME FOR THE MEETING]

1. Warrah Society's service philosophy is informed by an anthroposophical understanding of human development and the principles of Curative Education and Social Therapy.

2. We always uphold the rights and dignity of people with intellectual and other disabilities.

3. We uphold the National Standards for Disability Services, Australian Charities and Not-for-profits Commission Governance Standards and the New South Wales Education Standards.

4. We strive for the highest standard of professional knowledge in providing quality education, services and support for both children and adults with disabilities.

5. We strive to understand each individual's disability and needs, and provide support that empowers each person to make choices, develop and contribute.

6. We acknowledge and support the innate capacity of each individual to know their own intentions and social needs, regardless of disability.

7. We recognise that although the physical body or soul may have a disability, the spirit of every individual is unique, enduring and free of disability.

8. We support individuals to build and maintain community networks of interest in accordance with their wishes, and encourage engagement and exchange with our local community.

9. We recognise the important principle that all relationships throughout Warrah Society carry a quality of *mutual* learning and respect.

10. We strive for clarity and transparency in communication and decision making as the foundation for trust, harmony and productive working relationships.

11.