



**CONSTITUTION**

**OF**

**LIFELINE AUSTRALIA**

**ACN 081 031 263**

As amended by Special Resolution

on

17 November 2017

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## 1. BACKGROUND

- 1.1 In 1963, at the Sydney Central Methodist Mission, Rev Dr Sir Alan Walker established Lifeline as a crisis telephone counselling service. His vision was for a Christian 'mantle of care' – 24 hours per day, every day.
- 1.2 Since the establishment of the first Lifeline Centre in Sydney, Lifeline Centres have been established in all states and territories in Australia. The Lifeline model of service delivery is one in which each Lifeline Centre identifies and seeks to meet the needs of the community it serves.
- 1.3 Together, the Lifeline Centres in Australia form a national network that is able to serve the entire national population.
- 1.4 Common beliefs and values bind the Members of Lifeline Australia together around a common purpose and approach. These are set out in a Statement of Lifeline Beliefs and Shared Values, which is developed and amended from time to time by agreement of the Members.
- 1.5 The mission of Lifeline Australia is to place services that support living and wellbeing within the reach of everyone.

## 2. IDENTITY

The name of the company is Lifeline Australia.

## 3. INTERPRETATION

- 3.1 The replaceable rules contained in the Act apply to Lifeline Australia, except to the extent that they are displaced or modified (either expressly or by implication) by a provision of this constitution.
- 3.2 This constitution replaces the Objects and Rules of Lifeline Australia Incorporated that were registered immediately before the adoption of this constitution.
- 3.3 In this constitution, defined words and phrases are shown with initial capitals. Except to the extent a contrary intention appears:

**Accreditation** means certification by the Board that a Lifeline Centre meets the requirements of Membership Eligibility Guidelines and the Lifeline Accreditation and Standards Program, as determined by the Board from time to time under clause 15, and **Accredited** has the corresponding meaning.

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

**Board** means the board of Directors elected and appointed under clause 18.1.

**Chief Executive Officer** means the person appointed by the Board in accordance with clause 28.1.

**Director** has the meaning defined in section 9 of the Act.

**Eligible Affiliate** means an entity:

- (a) which beneficially owns a business that has been determined by the Board to have aims and objectives that are consistent with those of Lifeline Australia (or

that has been otherwise approved by the Board in accordance with the Membership Eligibility Guidelines);

- (b) which has demonstrated, to the Board's satisfaction, that it has adequate legal tenure over suitable premises for the provision of services as a Lifeline Centre (whether through outright ownership, an appropriate lease, or another arrangement acceptable to the Board in its ultimate discretion);
- (c) which undertakes to adhere to the Membership Policy, including committing to the objects of Lifeline Australia as set out in clause 4 and to the following shared values of Lifeline Australia:
  - (i) a vision of an Australia free of suicide;
  - (ii) understanding and supporting Lifeline Australia's approach to suicide prevention; and
  - (iii) an appreciation of the importance of community based action for suicide prevention;
- (d) which demonstrates, to the Board's satisfaction, that it is financially sound and capable of operating independently in accordance with the requirements in the Membership Eligibility Guidelines; and
- (e) whose officers and members are fit and proper persons as assessed by the Board, taking into account any standards specified in the Membership Eligibility Guidelines.

**Eligible Non-Affiliate** means an individual or a body corporate who or which:

- (a) undertakes to adhere to the Membership Policy, including committing to the objects of Lifeline Australia as set out in clause 4 and to the following shared values of Lifeline Australia:
  - (i) a vision of an Australia free of suicide;
  - (ii) understanding and supporting Lifeline Australia's approach to suicide prevention; and
  - (iii) an appreciation of the importance of community based action for suicide prevention; and
- (b) is a fit and proper person or incorporated entity as assessed by the Board, taking into account any standards specified in the Membership Eligibility Guidelines.

**Lifeline Centre** means a separately accredited location or locations, including the personnel, equipment and facilities at those locations, from which Lifeline Services are supplied.

**Member** means an Affiliate Member and a Non-Affiliate Member.

**Membership Policy** means the document of that name published by the Board, as amended from time to time, that includes the conditions and standards for membership of Lifeline Australia and operation of a Lifeline Centre.

**Membership Eligibility Guidelines** means the document of that name published by the Board, as amended from time to time, that sets out the factors and conditions the Board may have regard to in reviewing the applications of potential Members for Membership or Lifeline Centre Accreditation.

**Lifeline Services** means any services determined by the Board from time to time.

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

**Secretary** means a company secretary appointed in accordance with the Act and clause 27.1.

**Trade Mark License Agreement** means the trade mark license entered into between Lifeline Australia and a body corporate in relation to the use of certain Lifeline Australia registered trademarks.

#### 4. OBJECTS

The objects of Lifeline Australia are to:

- (a) Encourage, support and undertake the organisation, establishment, maintenance, development and operation of Lifeline Services and Lifeline Centres throughout Australia, where those services are provided by Affiliate Members, other Accredited bodies corporate or Lifeline Australia itself;
- (b) grant Accreditation to Lifeline Centres so as to provide to all communities an accessible caring and counselling service, primarily (though not exclusively) through telephone counselling services to enable people to overcome isolation and cope with problems and crisis affecting mental health, well-being, life and safety;
- (c) develop and conduct programs, projects and initiatives to enable people to overcome isolation and cope with problems and crisis affecting mental health, well-being, life and safety; and
- (d) do any other things incidental or conducive to the furtherance of its objects.

#### 5. PRINCIPLES

- 5.1 Lifeline Australia operates in accordance with the principles set out in the Lifeline Governance Charter.
- 5.2 Membership of Lifeline Australia does not prevent a Member undertaking other activities unrelated to Lifeline Australia under a name that is not deceptively similar or substantially identical to any Lifeline Australia trade mark.
- 5.3 Any activities undertaken in the name of Lifeline Australia must be done only in accordance with the Accreditation of the Lifeline Centre(s).

#### 6. CATEGORY OF MEMBERS

6.1 Lifeline Australia has two categories of Members:

- (a) Affiliate Members; and
- (b) Non-Affiliate Members.

- 6.2 If an application to become a Member is accepted by the Board, Lifeline Australia must give written notice of the acceptance to the applicant which specifies that the applicant is accepted as a Member and, upon acceptance of an Affiliate Member, which proposed Lifeline Centre or Centres receive Accreditation for the purposes of clause 15
- 6.3 If an application to become a Member is rejected by the Board, Lifeline Australia must give written notice of the rejection to the applicant and refund in full the fee (if any) paid by the applicant.
- 6.4 Failure by Lifeline Australia to comply with any notice requirement in clauses 6.2 or 6.3 does not invalidate the decision regarding an application.
- 6.5 The Board determines in their absolute discretion whether an applicant may become a Member. The Board is not required to give any reason for the rejection of any application to become a Member.

## **7. AFFILIATE MEMBERS**

- 7.1 An Affiliate Member may not be an individual.
- 7.2 A Member of Lifeline Australia at the time of Lifeline Australia's 28 July 2016 special general meeting is taken to be an Affiliate Member of Lifeline Australia on and from the conclusion of that special general meeting.
- 7.3 A body corporate becomes an Affiliate Member if it:
- (a) is the legal owner of the business operated, or proposed to be operated in the immediate future, from one or more Lifeline Centres; and
  - (b) has been approved by the Board as an Affiliate Member of Lifeline Australia and entered in the register of Members under clause 10.
- 7.4 An Eligible Affiliate may apply for Affiliate Membership and Accreditation of a proposed Lifeline Centre or Centres by signing and delivering to the Lifeline Australia Board a completed application for Membership in the form determined by the Board from time to time which is accompanied by:
- (a) the applicable membership fee determined by the Board under clause 12;
  - (b) an undertaking to abide by the Membership Policy;
  - (c) 2 written nominations of the Eligible Affiliate for Affiliate Membership of Lifeline Australia from current Members including any information or particulars that may be specified in the Membership Eligibility Guidelines;
  - (d) details of the proposed Lifeline Centre or Centres to be operated by the applicant; and
  - (e) any other materials or information that may be requested by the Board in accordance with the Membership Eligibility Guidelines.
- 7.5 The Board must review and determine all applications for Affiliate Membership and Accreditation it receives having regard to:
- (a) the matters relevant to establishing the applicant's status as an Eligible Affiliate

- (b) the geographical presence of the applicant and the proposed Lifeline Centre or Centres and the location of any other Lifeline Centres in the same region or area;
- (c) whether any applications from other Eligible Affiliates are pending for the same or nearby region or area;
- (d) the requirements of Lifeline Australia for delivery of Lifeline Services in the relevant and nearby regions and areas; and
- (e) any further relevant circumstances or matters in accordance with the Membership Eligibility Guidelines.

7.6 The Board's determination of Accrediation of a Lifeline Centre can include one conducted from more than one location.

7.7 Subject to clause 18, each Affiliate Member entitled to vote on a resolution has one vote per Lifeline Centre owned by that Member.

## **8. NON-AFFILIATE MEMBERS**

8.1 A Non-Affiliate Member may be an individual or a body corporate. Joint memberships are not permitted.

8.2 An Eligible Non-Affiliate may apply for Non-Affiliate Membership by signing and delivering to the Lifeline Australia Board a completed application for Membership in the form determined by the Board from time to time which is accompanied by:

- (a) the applicable membership fee determined by the Board under clause 12;
- (b) an undertaking to abide by the Membership Policy;
- (c) 2 written nominations of the Eligible Non-Affiliate for Non-Affiliate Membership of Lifeline Australia from current Members including any information or particulars that may be specified in the Membership Eligibility Guidelines;
- (d) any other materials or information that may be requested by the Board in accordance with the Membership Eligibility Guidelines.

8.3 The Board must review and determine all applications for Non-Affiliate Membership it receives in accordance with the Membership Policy and the Membership Eligibility Guidelines.

8.4 Each Non-Affiliate Member entitled to vote on a resolution has one vote.

## **9. EXPULSION OF A NON-AFFILIATE MEMBER**

9.1 Subject to clause 9.2, if:

- (a) a Non-Affiliate Member is in breach of a provision of this Constitution;
- (b) any act or omission of a Non-Affiliate Member is, in the opinion of the Board, unbecoming of a Member, or prejudicial to the interests or reputation of Lifeline Australia;



- (c) a Non-Affiliate Member is, or any step is taken for that Member to become, either bankrupt or insolvent under administration or an externally administered body corporate; or
- (d) there is a succession by another body corporate or entity to the assets and liabilities of the Non-Affiliate Member,

then Lifeline Australia may expel the Member by a resolution of the Board and remove the Member's name from the register of Members referred to in clause 10.

9.2 Lifeline Australia must not expel a Member pursuant to clause 9.1 unless:

- (a) at least 14 days' notice has been given to the Member stating the date, time and place at which the question of expulsion of that Member is to be considered by the Board, and the nature of alleged event giving rise to the expulsion; and
- (b) the affected Member is given the opportunity of explaining to the Board, orally or in writing, why the Member should not be expelled.

## 10. MEMBERSHIP REGISTER

The Secretary must, on approval by the Board of an application for membership, enter the applicant's name in the register of Members and, on the name being so entered, the applicant becomes a Member.

## 11. TRANSFER OR CESSATION OF MEMBERSHIP

11.1 A right, privilege or obligation of a Member:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates on cessation of membership.

11.2 A Member is not entitled to resign from membership of Lifeline Australia except in accordance with this clause. A Member who has paid all amounts payable by the Member to Lifeline Australia may resign by giving not less than:

- (a) 6 months' notice in writing to the Secretary, for an Affiliate Member; and
  - (b) 1 month's notice in writing to the Secretary, for a Non-Affiliate Member,
- and, on the expiration of the period of notice, the Member, ceases to be a Member.

11.3 A Member ceases to be a Member if:

- (a) being an Affiliate Member, it ceases to own at least one Accredited Lifeline Centre;
- (b) it resigns from membership of Lifeline Australia under clause 11.2;
- (c) it fails to renew its membership by paying the annual membership fee; or
- (d) being a Non-Affiliate Member, it is expelled from the membership under clause 9.

- 11.4 Where a Member ceases to be a Member, the Secretary must make an appropriate entry in the register of Members recording the date on which the membership ceased.

## 12. ANNUAL MEMBERSHIP FEE

The annual Lifeline Australia membership fee is:

- (a) for an Affiliate Member, such amount per Lifeline Centre owned by the Member as may be determined by the Board from time to time; and
- (b) for a Non-Affiliate Member, such amount as may be determined by the Board from time to time, and the Board may set different membership fees for Non-Affiliate Members that are individuals and body corporates,

and is payable at such times and in such manner as determined by the Board.

## 13. MEMBERSHIP TRANSITIONAL PROVISIONS

- 13.1 An Affiliate Member that transfers Lifeline Centre assets, liabilities or operations to:

- (a) Lifeline Australia; or
- (b) an entity approved by Lifeline Australia for the purposes of this clause,

is entitled to nominate one individual Non-Affiliate Member for each Lifeline Centre transferred in accordance with the process set out in clause 13.2.

- 13.2 The following process applies to an Affiliate Member nominating an individual Non-Affiliate Member under clause 13.1:

- (a) the individual nominated must be an Eligible Non-Affiliate;
- (b) the individual nominated may apply for membership under clause 8.2, but is only required to be nominated by the Affiliate Member and not 2 Members;
- (c) if the Board does not accept the application, it must allow the Affiliate Member to nominate an alternate individual under this clause 13;
- (d) upon becoming a Non-Affiliate Member, the nominated Member has and is subject to all rights, privileges and obligations of a Non-Affiliate Member in its own right; and
- (e) if a nominated Non-Affiliate Member ceases to be Member at any time prior to Lifeline Australia's 2019 AGM (**2019 AGM**), then the Affiliate Member who nominated that Non-Affiliate Member may propose a replacement nominee under this clause 13.

- 13.3 If an Affiliate Member entitled to nominate one or more individual Non-Affiliate Members under this clause 13 ceases to be a Member at any time prior to the 2019 AGM, it may appoint an alternate body corporate to exercise its rights under clause 13.2. This appointment must be notified by the Affiliate Member to Lifeline Australia prior to the Affiliate Member ceasing to be a Member. The body corporate appointed under this clause 13.3 may exercise the rights of the Affiliate Member under clause 13.2 but does not become a Member and has no rights, privileges or responsibilities of a Member.

- 13.4 Despite clauses 6 and 8, a person may only be admitted as a Non-Affiliate Member under clauses 6 and 8 in accordance with the process set out in this clause 13. This restriction applies until such time as the Members of Lifeline Australia pass a special resolution authorising the general admission of Non-Affiliate Members under clauses 6 and 8.

#### **14. MEMBERS' GUARANTEE**

Each Member guarantees that it will contribute towards the payment of the debts and liabilities of Lifeline Australia or the costs, charges and expenses of the winding up of Lifeline Australia up to a limit of \$2.

#### **15. ACCREDITATION**

- 15.1 The Board must define, establish and maintain a Lifeline Accreditation and Standards Program consistent with the objects in clause 4 and the principles referred to in clause 5.
- 15.2 Members may apply to the Board for Accreditation of additional Lifeline Centres by following the process set out in clause 7.4 but without providing the membership nominations under clause 7.4(c) and in accordance with any additional instructions for such applications promulgated by the Board.
- 15.3 The Board may grant Accreditation to a proposed Lifeline Centre where the Applicant and the proposed Lifeline Centre meet and continues to meet any requirements set out in the Membership Eligibility Guidelines and the following criteria, as established by the Lifeline Accreditation and Standards Program:
- (a) for an Affiliate Member, pays the annual membership fee under clause 12;
  - (b) is not in material breach of the Trade Mark License Agreement;
  - (c) complies with all Lifeline policies including active participation in any continuous improvement program as established by the Board; and
  - (d) demonstrates the Affiliate Member's financial viability to the reasonable satisfaction of the Board.
- 15.4 If an application for Accreditation is rejected by the Board, Lifeline Australia must give written notice of the rejection to the applicant and refund in full the fee (if any) paid by the applicant.
- 15.5 Failure by Lifeline Australia to comply with any notice requirement in clause 15.4 does not invalidate the decision regarding an application.
- 15.6 The Board determines in their absolute discretion whether a proposed Lifeline Centre may be granted Accreditation. The Board is not required to give any reason for the rejection of any application for Accreditation.

#### **16. REVIEW, SUSPENSION AND TERMINATION OF ACCREDITATION**

- 16.1 For the purposes of this clause 16, "Lifeline Member" or "Member" includes a body corporate that operates a Lifeline Centre Accredited by Lifeline Australia.

- 16.2 Lifeline Australia may suspend or terminate a Lifeline Centre's Accreditation at any time, if the Lifeline Member operating that Centre in the opinion of the Lifeline Board, based on reasonable grounds:
- (a) is not able to meet its debts as and when they fall due; or
  - (b) is in significant breach of one or more of Lifeline's policies.
- 16.3 Lifeline Australia must not suspend or terminate a Lifeline Centre's Accreditation unless:
- (a) Lifeline Australia has provided the Lifeline Member with written notice of its concerns and reasonable opportunity to answer those concerns; and
  - (b) Lifeline Australia has taken reasonable steps (at the Member's cost) to assist the Lifeline Member to remediate the concerns except where:
    - (i) the Lifeline Member is not willing to accept Lifeline Australia's assistance; or
    - (ii) Lifeline Australia believes that there is not a reasonable prospect of successful and timely remediation.
- 16.4 Suspension or termination must be by way of Lifeline Australia Board resolution and will take effect from the receipt of written notice to the Lifeline Member accompanied by reasons for the decision.
- 16.5 Where the Board resolves to suspend a Lifeline Centre's Accreditation:
- (a) this may be expressed to be for a specified period of time or until specified conditions have been met; and
  - (b) the Board may also impose conditions to be met during the period of the suspension.
- 16.6 For the purposes of determining whether a Lifeline Member is in significant breach of a policy for the purposes of clause 16.2, and without limitation, Lifeline Australia's consideration may include any of the following factors:
- (a) whether the Member notified Lifeline Australia of the breach in a timely manner;
  - (b) the materiality of the breach of the policy or policies;
  - (c) the number of instances of breach of the policy or policies;
  - (d) the duration of the breach;
  - (e) the period of time or extent of effort or cost that would be required to remediate the breach;
  - (f) whether the Lifeline Member has been taking reasonable steps to remedy the breach;
  - (g) whether the breach of the policy creates a harm or potential harm for Lifeline Australia's clients, volunteers or staff;
  - (h) whether the breach of the policy exposes an underlying failure to act in accordance with high standards of ethical conduct; and

- (i) the extent of harm to the good reputation and standing of the Lifeline Member or Lifeline Australia if the breaches became publicly known.

## **17. BOARD**

17.1 The Board consists of:

- (a) eight Directors elected or appointed in accordance with clause 18.5; and
- (b) up to three Directors appointed by the Board in accordance with clause 19.1.

17.2 A person is not eligible to hold simultaneously both an elected and an appointed position on the Board.

17.3 A person is not eligible to be elected, appointed or hold office as a Director if he or she has been a Director of Lifeline Australia for a cumulative total time that exceeds ten years.

17.4 Each elected Director, subject to this constitution, holds office until the conclusion of the second annual general meeting following the date of the person's election, but is eligible for re-election or appointment.

17.5 Each Director appointed by the Board in accordance with clause 17.1(b), holds office for a period of 24 months from the date the person takes office and thereafter may be eligible for re-appointment or to stand for election.

Each director appointed by a Member under clause 18.5(d) holds office until the first annual general meeting following the date of the person takes office, but is eligible for re- appointment or to stand for election.

17.6 In the event of a casual vacancy arising on the Board in respect of a Director who had been previously appointed by a Member under clause 18.5(d), the Member who made the appointment may appoint another person to fill the vacancy and the person so appointed holds office, subject to this constitution, for the remaining term for which the person being replaced had been appointed.

17.7 In the event of a vacancy on the Board, except for a vacancy referred to in clause 17.7, the Board may appoint a person to fill the vacancy in accordance with clause 19.1 and the person so appointed holds office, subject to this constitution, for the remaining term for which the person being replaced had been appointed or elected.

## **18. ELECTION OF THE BOARD**

18.1 Nominations of candidates for election to the Board:

- (a) must be made in writing, signed by an authorised representative of a Member and accompanied by the written consent of the candidate (which may be endorsed on the nomination form); and
- (b) must be delivered to the Secretary not less than 8 weeks before the date fixed for the annual general meeting.

18.2 If insufficient nominations are received to fill all vacancies on the Board, the candidates nominated are deemed to be elected and the vacant positions remaining may be appointed by the Board in accordance with clause 19.1.

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- 18.3 If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.
- 18.4 If the number of nominations received exceeds the number of vacancies to be filled, a ballot must be held in accordance with clause 18.5:
- 18.5 The election of the Board is to be conducted by postal ballot in accordance with the following rules:
- (a) The Secretary must ensure that each Member receives a ballot paper not less than six weeks before each annual general meeting.
  - (b) The ballot paper must specify the closing date for return of ballots, which must be at least four weeks after the date on which the ballot paper has been received by all Members.
  - (c) Ballot papers not received by the Secretary by the closing date are to be disregarded.
  - (d) Each Non-Affiliate Member is entitled to one vote. Each Affiliate Member is entitled to one vote for each Lifeline Centre that it owns, less a reduction calculated as follows:
 

**N** = Total number of Directors to be elected or appointed under clause 17.1(a)

**Q** =  $\frac{\text{Total number of Lifeline Centres in Australia}}{N}$

N

(If Q is not a whole number, it is rounded to the nearest whole number, with a fractional part of 0.5 being rounded down.)

**Z** = Total number of Lifeline Centres owned by the Member

If:  $Z < Q$  then reduction = 0

otherwise,

if:  $Z \geq Q$  then reduction = Q and the Member may exercise (Z-Q) votes in the election of Directors and may appoint one Director to fill one of the positions referred to in clause 17.1(a).
  - (e) Election of the Directors not entitled to be appointed under clause 18.5(d) will be on the basis of each Member voting for up to that number of candidates. Each such candidate voted for by a Member is deemed to have received the number of votes to which the relevant Member is entitled under clause 18.5(d). The Directors are chosen by taking in order the candidate who received the highest number of votes, the next highest number and so on until each position is filled.
  - (f) If, after following the procedure in clause 18.5(e), there are two or more candidates for a remaining position with an equal number of votes, a further

ballot for that unfilled position only must be held amongst those Members present at the annual general meeting using the same method as set out in clause 18.5(e). If, after that further ballot, there are two or more candidates with an equal number of votes, the position will be filled by drawing lots amongst the candidates with the equal highest number of votes.

18.6 The candidates elected or appointed to the Board under clause 18.5 take office at the close of the annual general meeting.

## **19. APPOINTMENT OF ADDITIONAL DIRECTORS**

19.1 The Board may appoint additional Directors:

- (a) in accordance with clause 17.1(b); or
- (b) to fill a casual vacancy in accordance with clause 17.7.

19.2 In making appointments under clause 19.1, the Board must take into account the geographic spread of the home locations of Directors and the range of skills and contributions that the person could be expected to bring to Lifeline Australia.

## **20. ELECTION OF CHAIR AND DEPUTY CHAIR**

At the first meeting of the Board after each annual general meeting, the Board must elect from amongst its members:

- (a) a Chair; and
- (b) a Deputy Chair, who in the absence or unavailability of the Chair may exercise the powers of the Chair.

## **21. VACANCIES ON THE BOARD**

A vacancy in the office of a Director occurs if the person:

- (a) dies;
- (b) resigns the office;
- (c) is removed from office pursuant to the Act;
- (d) becomes an insolvent under administration within the meaning of the Act;
- (e) is disqualified from office under Part 2D.6 of the Act;
- (f) has held office for a cumulative total time that exceeds ten years; or
- (g) is absent without the consent of the Board from all meetings of the Board held during a period of 6 months.

## **22. INDEMNITY**

22.1 To the extent permitted by law and without limiting the powers of Lifeline Australia, Lifeline Australia must indemnify each person who is, or has been, a Director, Chief Executive Officer or Secretary of Lifeline Australia against any liability that results from facts or circumstances relating to the person serving or having served in that capacity:

- (a) incurred at any time, whether before or after this clause comes into effect, to any person (other than Lifeline Australia or a related body corporate), which does not arise out of conduct involving a lack of good faith or conduct known to the person to be wrongful; and
  - (b) for costs and expenses incurred by the person in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted, or in connection with any application in relation to such proceedings in which the court grants relief to the person under the Act.
- 22.2 Except in relation to liability for legal costs (which is dealt with in clause 22.3), Lifeline Australia must not provide the indemnity referred to clause 22.1 in respect of:
  - (a) a liability owed to Lifeline Australia or a related body corporate;
  - (b) a liability for a pecuniary penalty order under section 1317G or a compensation order under section 1317H of the Act; or
  - (c) a liability that is owed to someone (other than Lifeline Australia or a related body corporate) that did not arise out of conduct in good faith;
- 22.3 Lifeline Australia must not provide the indemnity referred to in clause 22.1 in respect to legal costs incurred in defending an action for liability if the costs are incurred:
  - (a) in defending or resisting civil proceedings in which the person is found to have a liability for which they could not be indemnified under clause 22.2; or
  - (b) in defending or resisting criminal proceedings in which the person is found guilty; or
  - (c) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the Court to be established; or
  - (d) in connection with proceedings for relief to the person under the Act in which the Court denies the relief.
- 22.4 Clause 22.3(c) does not apply to costs incurred in responding to actions brought by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order.
- 22.5 Lifeline Australia is not required to indemnify a person as provided for in clause 22.1 to the extent that the person is entitled to an indemnity in respect of that liability under a contract of insurance.
- 22.6 The benefit of each indemnity given in clause 22.1 continues, even if the clause is later modified or deleted, in respect of a liability arising out of acts or omissions occurring prior to the modification or deletion.
- 22.7 To the extent permitted by law and without limiting the powers of Lifeline Australia, the Directors may authorise Lifeline Australia to, and Lifeline Australia may, enter into any insurance policy for the benefit of a person who is, or has been, a Director, Chief Executive Officer or Secretary of Lifeline Australia against any liability that results from facts or circumstances relating to the person serving or having served in that capacity:



- (a) incurred at any time, whether before or after the time this clause comes into effect, to any person (other than Lifeline Australia or a related body corporate), which does not arise out of conduct involving a lack of good faith or conduct known to the person to be wrongful; and
  - (b) for costs and expenses incurred by the person in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted, or in connection with any application in relation to such proceedings in which the court grants relief to the person under the Act.
- 22.8 Lifeline Australia must not pay, or agree to pay, a premium for a contract insuring a person who is or has been an officer or auditor of Lifeline Australia against a liability arising out of:
- (a) conduct involving a wilful breach of duty in relation to Lifeline Australia; or
  - (b) a contravention of sections 182 or 183 of the Act.

### **23. MEETINGS OF THE BOARD**

- 23.1 A quorum for meetings of the Board consists of five Directors.
- 23.2 The powers and functions of the Board are not affected by any unfilled vacancy in its membership, provided a quorum is maintained.
- 23.3 The Board will meet when and as it may determine, but not less frequently than once every three months. The meetings are to be convened by the Chair, provided that a special meeting of the Board must be called on the written request of at least three Directors.
- 23.4 Not less than 14 days' notice must be given of any meeting, unless all Directors agree to waive such notice. The notice must specify the date, time and place of the meeting and the agenda of the meeting. The non-receipt of a notice by a member or the accidental omission to give notice to a Director will not invalidate the proceedings of the meeting. Meetings may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw his or her consent within a reasonable period before the meeting.
- 23.5 Questions arising at a meeting of the Board will be determined by a majority of the votes of the Directors present at the meeting. Each Director present (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.
- 23.6 Circulating Resolutions:
- (a) The Board may pass a resolution without a Board meeting being held if a written resolution, of which notice has been given to all Board members, is signed by a majority of Board members entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of the Board).
  - (b) The resolution is effective when signed by the last of all the Board members constituting a majority.
  - (c) The resolution may consist of several documents in the same form each signed by one or more of the Board members.

- (d) A facsimile transmission or other document produced by mechanical or electronic means under the name of a Board member with the Board member's authority is considered a document in writing signed by the Board member and is deemed to be signed when received in legible form.

## **24. POWERS OF THE BOARD**

24.1 The Board, subject to the Act, the Regulations, this constitution (including the principles and objects) and to any resolution passed by a general meeting of Members:

- (a) must control and manage the affairs of Lifeline Australia;
- (b) may exercise all such functions as may be exercised by Lifeline Australia, other than those functions that are required by the Act, the Regulations or this constitution to be exercised only by the Members in general meeting;
- (c) has power to perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper management of the affairs of Lifeline Australia;
- (d) must act in accordance with any resolution passed by a general meeting of Members, including national strategy and priority, and determination of, or changes to:
  - (i) Lifeline Australia key statements, including its values, vision, mission or goals;
  - (ii) the Lifeline Australia national strategic directions;
  - (iii) the criteria for National Lifeline Services;
  - (iv) the national standards for the Accreditation of Lifeline Centres;
  - (v) criteria for use of any Lifeline Australia trademarks; or
  - (vi) criteria for national contracts for sponsorship or services; and
- (e) must act in accordance with the Lifeline Australia Charter of Governance as amended from time to time.

24.2 The powers of the Board under clause 24.1 include, without limitation, the power to:

- (a) do all such acts as may be necessary to fulfil all or any of the objects of Lifeline Australia;
- (b) promote the establishment of Lifeline Centres;
- (c) establish committees and other groups and to define their objects, responsibilities, means of accountability and operating boundaries;
- (d) determine the Lifeline Accreditation and Standards Program;

- (e) control any trademarks owned by Lifeline Australia, including the name “Lifeline” and the Lifeline logo, and to authorise their use by Members or other agencies or organisations and determine the conditions of such use;
- (f) accept or reject nominations for Membership;
- (g) discipline Members, including suspending or withdrawing Accreditations;
- (h) raise, by means of Membership fees, levies, public appeals and any other fundraising means, the funds necessary to fulfil the objects of Lifeline Australia;
- (i) employ staff on such terms and conditions as it may determine;
- (j) acquire all accommodation, plant, equipment and materials of any kind that it may require;
- (k) purchase, take on lease, exchange, hire or otherwise acquire an interest in any real or personal property in the name of and for the purposes of Lifeline Australia;
  - (i) borrow or raise money whether on mortgage or other security or otherwise as it may determine;
  - (ii) make investments and operate banking accounts and make deposits in financial institutions, and determine the method of operating the accounts of Lifeline Australia; and
- (l) determine policies, procedures and guidelines for Lifeline Australia.

## **25. GENERAL MEETINGS**

25.1 An annual general meeting of Members must be held each year in accordance with the requirements of the Act.

25.2 In addition to any other business that may be transacted at an annual general meeting, the business of an annual general meeting is to:

- (a) confirm the minutes of the last preceding annual general meeting and of any general meeting held since that meeting;
- (b) receive from the Board reports on the activities of Lifeline Australia during the last preceding financial year;
- (c) announce the results of the postal ballot for the election of members of the Board;
- (d) announce any appointments to the Board made by Members under clause 18.5(d);
- (e) receive and consider the annual financial report, auditor’s report and any other reports that are required to be submitted to Members under the Act;
- (f) appoint an auditor; and
- (g) fix the auditor’s remuneration.

25.3 In addition to the annual general meeting, the Board may, whenever it thinks fit, and must upon a requisition made in accordance with s 249D of the Act, convene a general meeting of Lifeline Australia.

## **26. PROCEDURE AND QUORUM**

26.1 The Secretary must, except where the Act or this constitution requires a meeting to be convened sooner, at least 28 days before the date fixed for the holding of the general meeting cause to be sent by prepaid post to each Member at the Member's address appearing in the Register of Members, a notice specifying the place, date and time of the general meeting and the nature of the business proposed to be transacted, and whether it is intended to propose any special resolutions.

26.2 A general meeting may be called or held using any technology that the Board reasonably considers, having regard to all the circumstances is appropriate and will enable Members attending the meeting a reasonable opportunity to hear and be heard.

26.3 A quorum for general meetings is 5% of Lifeline Australia's Members being present, provided that all times where Lifeline Australia has:

- (a) Affiliate Members, at least 25% of those Members are present; and
- (b) Non-Affiliate Members, at least 1 of those Members are present,

and a quorum must be present at all times during the meeting.

26.4 The Chair is to preside over general meetings. In the event that the Chair is unable, or unwilling, to preside, the Deputy Chair is to preside. If both the Chair and Deputy Chair are unable, or unwilling, to preside, the meeting must appoint an acting Chair. The presiding person has both a deliberative and, upon an equality of votes, a casting vote.

26.5 A question arising at a general meeting is to be determined on a show of hands and, unless before or on the declaration of the show of hands a poll is demanded, a declaration by the person presiding that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of Lifeline Australia, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

26.6 At a general meeting, a poll may be demanded by the person presiding or by any Member present at the meeting.

26.7 Where a poll is demanded at a general meeting, the poll shall be taken:

- (a) immediately in the case of a poll which relates to the election of the person to preside at the meeting or to the question of an adjournment; or
- (b) in any other case, in such manner and at such time before the close of the meeting as the person presiding directs, and the resolution of the poll on the matter is deemed to be the resolution of the meeting on that matter.

## **27. SECRETARY**

27.1 The Board must appoint and employ, on such terms and conditions as it may determine, a Secretary to fulfil such responsibilities as are prescribed, including.

- (a) the functions and responsibilities of the Secretary prescribed by this constitution or the Act;
- (b) keeping minutes of:
  - (i) all elections and appointments of Directors;
  - (ii) the names of Directors present at a Board meeting or a general meeting;
  - (iii) the names of Members present at a general meeting; and
  - (iv) all proceedings at Board meetings and general meetings.

27.2 Minutes of proceedings at a meeting are to be signed by the person presiding at the meeting or by the person presiding at the next succeeding meeting.

## **28. CHIEF EXECUTIVE OFFICER**

28.1 The Board may appoint and employ, on such terms and conditions as it may determine, a Chief Executive Officer to fulfil such responsibilities as are prescribed.

28.2 The Chief Executive Officer must keep such books and accounts as he/she considers necessary or as the Board from time to time requires and at least once in every calendar year must present such reports and accounts as are required by law to be presented at the annual general meeting of Lifeline Australia or at other times as the Board itself may require.

## **29. FINANCE**

29.1 Lifeline Australia aims to be self-supporting and its income is to be derived from such sources, including membership fees, levies, donations and public appeals for funds, as the Board may determine from time to time.

29.2 The financial year for Lifeline Australia is the year ending on 30 June.

29.3 At the commencement of, and in respect to, each financial year the Board must approve a budget setting out the proposed income and expenditure of Lifeline Australia together with a statement as to the ways and means by which the budget will be financed.

29.4 Lifeline Australia must not in respect of any financial year exceed the total expenditure provided for in the budget without the prior approval of the Board.

29.5 The Board must determine the persons who will have authority on its behalf to operate bank accounts and to sign, accept and endorse cheques and other negotiable instruments.

29.6 A Director may not receive any pecuniary benefit from his or her position, except the indemnity referred to in clause 22.1, and none of the funds of Lifeline Australia may be used except for the purposes for which Lifeline Australia is established, provided that this does not prevent the payment to a person by way of salary for services rendered other than as a Director or reimbursement of costs incurred, as determined by the Board.

29.7 Lifeline Australia must not make a distribution of assets to Members. For the avoidance of doubt, this does not prevent Lifeline Australia from funding Members to carry out activities in furtherance of the purposes for which Lifeline Australia is established.

**30. GIFT FUND**

- 30.1 In this constitution 'tax deductible gifts' means gifts of money or property to which Subdivision 30-A of the *Income Tax Assessment Act 1997* (Cth) applies and includes any money received because of such gifts.
- 30.2 Lifeline Australia must establish and maintain a fund to be known as the Gift Fund:
- (a) to which all tax deductible gifts received by it are to be made and
  - (b) to which any money received by Lifeline Australia because of such gifts is to be credited; and
  - (c) that does not receive any other money or property.
- 30.3 All tax deductible gifts received by or on account of Lifeline Australia as moneys must be deposited in a bank account or accounts in the name of 'Lifeline Australia Gift Fund'.
- 30.4 The Board may invest the whole or any part of the Gift Fund in such forms of investment as it may determine and all such investments must be made in the name of 'Lifeline Australia Gift Fund'.
- 30.5 Lifeline Australia must not use money or property held in the Gift Fund other than for the objects set out in clause 4.

**31. AUDITOR**

- 31.1 The Members must at the annual general meeting each year appoint an auditor to hold office until the next annual general meeting, such appointment to be made at such fee or otherwise or on such terms and conditions as the Members may determine.
- 31.2 The Board must:
- (a) create proper accounting and other records to be kept and must distribute to Members a copy of each profit and loss account and balance sheet (including every document required by law to be attached to it) accompanied by a copy of the auditor's report as required by the Act; and
  - (b) submit to each annual general meeting of Lifeline Australia a balance sheet and profit and loss account up to a date not more than 6 months before the date of the meeting.

**32. CUSTODY AND INSPECTION OF BOOKS**

All records, books and other documents relating to Lifeline Australia must be kept in the custody of and under the control of the Secretary and must be made available for inspection free of charge by duly appointed representatives of Members.

**33. AMENDMENT OF CONSTITUTION**

This constitution may be amended by special resolution of Members in general meeting. Notice of any motion to amend the constitution must be received by the Secretary at least 28 days prior to the general meeting.

### **34. WINDING UP OF LIFELINE AUSTRALIA OR THE GIFT FUND**

- 34.1 In the event of Lifeline Australia being wound up, any surplus assets remaining after the payment of Lifeline Australia's liabilities must be transferred to another organisation in Australia which is a public benevolent institution (***Public Benevolent Institution***) for the purposes of any Commonwealth Taxation Act.
- 34.2 The Members of Lifeline Australia must use all reasonable endeavours to ensure that the Public Benevolent Institution to which any surplus assets are transferred for the purposes of clause 34.1 has objects similar to Lifeline Australia.
- 34.3 If Lifeline Australia's deductible gift recipient fund established under clause 30.3 (***Lifeline Australia Gift Fund***) is wound up or if the endorsement (if any) of Lifeline Australia as a Deductible Gift Recipient is revoked, any surplus assets of the Lifeline Australia Gift Fund remaining after the payment of liabilities attributable to it, must be transferred to a fund, authority or institution to which income tax deductible gifts can be made.
- 34.4 The Members must use all reasonable endeavours to ensure that the fund, authority or institution to which any surplus assets of the Lifeline Limited Gift Fund are transferred pursuant to clause 34.3 has objects similar to Lifeline Australia.