

THE FREEMASONS FOUNDATION INCORPORATED

CONSTITUTION

1. NAME, OBJECTS AND POWERS OF THE FOUNDATION

1.1 Name

The name of the Foundation is "THE FREEMASONS FOUNDATION INCORPORATED".

1.2 Objects

The objects of the Foundation are:

- (a) to provide assistance, whether financial or otherwise, to persons in necessitous circumstances;
- (b) to provide financial and other assistance to any association, institution or other organisation which itself provides relief to any persons in necessitous circumstances;
- (c) to provide funds to such other charitable institutions, having status under any Commonwealth taxation Act as deductible gift recipients, as the Board determines from time to time;
- (d) to advertise and make known as widely as possible to the general public the objects of the Foundation in order to bring those objects to the attention of all those who may require assistance from the Foundation;
- (e) to raise funds to enable it to pursue its principal objects; and
- (f) to do all such things as are incidental or conducive to attainment of the above objects or any of them.

1.3 Powers

The Foundation has, in addition and without prejudice to the powers conferred by Section 25 of the Act, power:

- (a) to act as a trustee and to administer trusts of any and every kind;
- (b) to appoint any person or persons to act on behalf of the Foundation as a trustee or trustees;

- (c) to implement, promote and manage schemes for fundraising, whether by way of gift, assignment, bequest, devise or otherwise;
- (d) to take over from the Association and apply for the purposes of the objects of the Foundation such funds and other property as Grand Lodge may from time to time vest in the Foundation;
- (e) to admit to membership of the Foundation, persons, Lodges and other Bodies;
- (f) to take on lease, exchange, receive by way of gift, purchase, assignment, bequest, devise, or otherwise acquire, any lands whatsoever or any interest in lands, buildings, easements or property real or personal which may from time to time be required for the purposes of or conveniently used in connection with any of the objects of the Foundation and to sell, demise, lease, let on hire, mortgage, encumber, give in exchange or deal with or dispose of the same or any part or parts thereof from time to time, and to grant easements in through over or upon the same and where necessary or expedient in relation to the same to acquire easements and other rights over any other land;
- (g) to enter into any contract to build, erect, construct, repair, renovate, maintain, alter, add to, extend, convert, demolish and rebuild any building or buildings the property of the Foundation, or in which the Foundation has an interest, and which may appear necessary or conducive to the objects of the Foundation;
- (h) to raise or borrow money upon such terms and in such manner and upon such securities as the Board thinks fit, and to secure the same or the repayment or performance of any debt, liability contract or engagement incurred or to be entered into by the Foundation in any way and in particular by the issue of debentures or debenture stock or by giving mortgages, charges, or securities charged upon or over all or any of the Foundation's real and personal property (both present and future) and to purchase, pay off or redeem any such securities;
- (i) to invest moneys of the Foundation upon such securities or otherwise and in such manner as the Board may determine provided however that such investments are to be restricted by the rules of law governing the investment of trust funds by trustees;
- (j) to retain, hire, employ, appoint, remove, retire, superannuate or dismiss professional persons, servants, workers, caretakers, clerks,

managers, bankers, agents, auditors, consultants and others with respect to the control management and administration of the funds and property of the Foundation and the achievement of the objects of the Foundation and to determine their respective wages, salaries or other forms of remuneration, gratuities or pensions;

- (k) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments in connection with the management and administration of the funds and property of the Foundation;
- (l) to enter into agreements with Federal, State or Local Government authorities and with charitable institutions and other bodies for the furtherance of the objects of the Foundation;
- (m) to open accounts with any banks or other authorised deposit-taking institutions and to operate the same in the ordinary course of business so that all cheques and other negotiable instruments are signed endorsed or otherwise executed by such persons and in such manner as the Board determines from time to time; and
- (n) to do all such other lawful acts and things as are incidental or conducive to the exercise of the foregoing powers or any of them.

2. DEFINITIONS AND INTERPRETATION

24.1 Definitions

In this Constitution, the following terms have the following meanings unless the context otherwise requires:

Act means the *Associations Incorporation Act 1985*;

Association means Antient Free and Accepted Masons of South Australia and the Northern Territory Incorporated;

Association Constitution means and includes both the Constitution and the Regulations of the Association;

Board means the Board of Management of the Foundation;

Body includes a company or other body corporate and an association whether incorporated or unincorporated;

Deputy Grand Master means the Deputy Grand Master of the Association;

Foundation means The Freemasons Foundation Incorporated;

General Member means a person, other than a Supporting Member, who is a member of the Foundation by virtue of being a member of the Association;

Grand Lodge means the Grand Lodge of the Association;

Grand Master means the Grand Master of the Association duly elected in accordance with the Association Constitution and holding office as such for the time being and includes the Deputy Grand Master and the Assistant Grand Master so elected and holding office when acting in the absence of the Grand Master in accordance with the Association Constitution;

Lodge means a Lodge duly warranted by Grand Lodge and referred to in the Association's Regulations as a Private Lodge; ~~and~~

Officer of Grand Lodge includes a Past Grand Officer; and

Supporting Member means a member of the Foundation, other than a General Member.

24.2 Interpretation

In this Constitution:

- (a) headings are for convenience only and do not affect interpretation;
- (b) unless the context otherwise requires:
 - (i) the singular includes the plural;
 - (ii) one gender includes all genders;
 - (iii) a reference to any legislation includes an amendment or re-enactment of it, any legislation substituted for it and any regulations and statutory instruments made under it; and
 - (iv) a reference to a Clause is to a clause of this Constitution.

3. MEMBERSHIP OF THE FOUNDATION

3.1 Term of Membership

Membership of the Foundation will be:

(a) in the case of persons who are General Members, for such period as they are members of the Association;

(b) in the case of persons who are Supporting Members, for life; and

(b) in the case of Lodges and other Bodies, for such period and upon such terms and conditions as the Board, following consultation with the Grand Master, may from time to time determine, provided however that a Lodge or other Body will not be entitled to admission as a General Member or as an Ordinary Member of the Foundation.

3.2 Joint Supporting Membership

In the case of persons, any 2 or more members of the same family may become joint Supporting ~~Members~~ Members provided that the membership will, for the purposes of the Foundation, be deemed to be a single membership only, and will continue for the joint lives and the life of the survivor of such members.

3.3 Nominees

(a) Any member that is a Lodge or other Body (“the Appointor”) may from time to time by notice in writing to the Foundation signed by or on behalf of the Appointor and authenticated in such manner as the Foundation may require, appoint a person who is a member of the Foundation (“the Nominee”), to act as the nominee of the Appointor, and may from time to time by similar notice in writing revoke any such appointment.

(b) During the currency of the nomination, the Nominee will have and be entitled to exercise and enjoy all of the rights and privileges of the Appointor, including the right to hold office and to attend and vote at any meeting or to requisition for a general meeting, as fully and effectually as though the Nominee were the Appointor.

3.4 Qualification for Membership

(a) Qualification for membership of the Foundation will be Every person who is a current member of the Association and who:

(i) has not, by written notice to the Foundation, declined membership of the Foundation; and

(ii) has not resigned or been expelled from membership of the Foundation in accordance with this Constitution; and

(iii) is not a Supporting Member,

will be a General Member of the Foundation.

~~(a)(b)~~ Any person or body that makes a commitment to the Foundation, as required by this Constitution, or an equivalent commitment to such other fund or body as the Board may from time to time approve, ~~which commitment will be deemed to be a commitment to~~ may be admitted as a Supporting Member of the Foundation.

3.5 **Commitment to the Foundation**

Subject to the approval of the Board and to such terms and conditions as the Board may impose, a commitment to the Foundation may be made in the following manner:

- (a) by a gift or gifts of money or other property whether real or personal; or
- (b) by the promise, in a form satisfactory to the Board, or evidenced in such manner as the Board may require:
 - (i) of a gift or gifts of money or other property whether real or personal including annual or other periodic gifts during the life of the donor or over any other term, or
 - (ii) of a testamentary bequest or devise; or
- (c) by the provision of a service or services which in the opinion of the Board, following consultation with the Grand Master, is of such value or are in the aggregate of such value, either when considered alone or in conjunction with other forms of commitment or partial commitment, to warrant admission to a particular category of membership; or
- (d) in the case of a Lodge or other Body, by a gift or gifts or the provision of a service or services, as referred to above, or in such other manner as the Board, following consultation with the Grand Master, may determine from time to time.

3.6 Categories of Supporting Membership

The categories of Supporting Membership of the Foundation are set out in the Table below. Entitlement to Supporting Membership in each category is to be determined by the aggregate value of commitments made by the member or intending member.

THE TABLE

Category	Commitment
Ordinary Member	\$500 or more but less than \$2,000
Fellow	\$2,000 or more but less than \$10,000
Governor	\$10,000 or more but less than \$50,000
Patron	\$50,000 or more

3.7 Review of Categories

The Board may from time to time, but not more frequently than biennially, review the amounts set opposite each category in the above Table and may substitute for them amounts which, in the opinion of the Board, are the equivalent according to monetary values current at the time of the review, provided always that no such review will affect the category of membership of an existing member, who will be deemed to have made a commitment equal to the amount substituted on such review as the qualification for that category.

3.8 Additional categories

The Board may, from time to time, following consultation with ~~the approval of~~ the Grand Master, add to the categories of membership and determine the qualification for any new category so added.

3.9 Assessment of commitments

- (a) The Board may assess the value of any commitment to the Foundation, other than a gift or gifts or promise of a gift or gifts of money, in such manner as the Board thinks fit and may from time to time, for guidance, issue and revise tables or scales to assist in the determination of values without however being bound in its assessment by any such table or scale should circumstances arise or have arisen which, in the opinion of the Board, justify a departure from them or render them inapplicable.

- (b) The Board may from time to time withdraw, reissue or replace any such table or scale.
- (c) Should a dispute arise as to the value of any commitment which the Board and the member or proposed member cannot otherwise resolve, the Board must refer its assessment to the Grand Master and, if approved by him, the assessment will be final but otherwise the commitment must be re-assessed in such manner and by the Board or by such other person or persons as the Grand Master may direct.

3.10 **Variation of Qualifications for Membership**

Notwithstanding any other provision of this Constitution, the Board may, following consultation with the Grand Master, vary the qualification in any particular case for any category of membership.

3.11 **Progression to higher categories**

Members of the Foundation in any category may automatically progress to a higher category by making such additional commitment as will qualify them for that category.

3.12 **Failure to fulfil commitment**

The Board may cancel the membership of any Supporting mMember who fails to fulfil or maintain a commitment given in terms of this Constitution, but the Board may exempt a Supporting mMember from the further fulfilment of a commitment or reinstate any such member upon payment of any arrears of the commitment, or upon the further fulfilment, or a promise of the further fulfilment, of the commitment in a manner satisfactory to the Board.

3.13 **Charity Jewel**

The Board may, in its discretion, award a Charity Jewel to a Supporting mMember in recognition of that member's contribution to the Foundation.

4. **CESSATION OF MEMBERSHIP OF THE FOUNDATION**

4.1 **Expulsion**

In addition to all other powers vested in the Board under this Constitution, the Board has power, subject to giving the member an opportunity to be heard or to make a written submission to the Board, to expel a member upon a charge of conduct detrimental to the interests of the Foundation.

4.2 **Particulars of charge**

Particulars of the charge must be communicated to the member at least one calendar month before the meeting of the Board at which the matter will be determined.

4.3 **Determination of charge**

The determination of the Board is to be communicated to the member and, in the event of an adverse determination, the member will, subject to the provisions of clause 11.4, cease to be a member 14 days after the Board has communicated its determination to him or her.

4.4 **Appeal**

- (a) A member who is expelled may appeal to the Foundation in general meeting against the Board's decision.
- (b) Notice in writing of the member's intention to appeal must be given to the Chief Executive Officer within 14 days after the determination of the Board has been communicated to the member.
- (c) The Board must then direct the calling of a General Meeting for the purpose of hearing the appeal.
- (d) If notice of an appeal has been given in accordance with this clause, the membership of the appellant will not be terminated unless the determination of the Board to expel the member is upheld by the members in general meeting after hearing the appellant.
- (e) In the event of the Board's determination being upheld, the membership of the appellant will terminate immediately.

4.5 **Resignation**

The Board may cancel the membership of any member who tenders a resignation in writing.

4.6 **Consequences of cessation of membership**

In the event of a member resigning, being expelled or having his or her membership cancelled in accordance with this Constitution:

- (a) no monies paid to the Foundation in accordance with the member's commitment are to be refunded to the member;

- (b) the member will not be entitled to call for the return or re-conveyance of any property given in performance or part performance of his or her commitment; and
- (c) no unfulfilled part of any such member's commitment will be enforceable against him or her.

5. BOARD OF MANAGEMENT

5.1 Function of Board

The management and control of the Foundation is vested in the Board.

5.2 Composition of Board

The Board is to comprise the following ~~10~~ officers, who must be members of the Foundation:

- (a) a Chairman;
- (b) ~~5~~ 2 or 3 Appointed Directors, ~~namely; and~~
 - ~~(i) a Director – Finance;~~
 - ~~(ii) a Director – Fundraising and Events;~~
 - ~~(iii) a Director – Internal Relations;~~
 - ~~(iv) a Director – Legal and Governance; and~~
 - ~~(v) a Director – Marketing and Communication; and~~
- (c) 45 Elected Directors, representing each of the categories of membership of the Foundation, namely:
 - (i) a Director – General Members;
 - (ii) a Director – Ordinary Members;
 - (iii) a Director – Fellow Members;
 - ~~(iv)~~ a Director – Governor Members; and
 - (iv) a Director – Patron Members.

5.3 Appointment of Chairman

The Chairman, who must be a Supporting Member, is to be appointed from time to time by the Grand Master, following consultation with the Board, for a term not exceeding 3 years.

5.4 Appointment of Directors

The ~~5~~-Appointed Directors are each to be appointed by the ~~Grand Master, upon the recommendation of the Chairman~~ Board, for a term of 3 years.

5.5 Election of Directors

- (a) At least 6 weeks prior to the date of the Annual General Meeting the Chief Executive Officer must call for nominations of suitably qualified members to fill each elected position on the Board becoming vacant at that meeting.
- (b) A person nominated for election as a representative of a particular category of membership must be a Supporting ~~m~~Member of the Foundation in that category at the date of nomination.
- (c) To be valid, a nomination for election must be:
 - (i) in writing, in such form as the Board may approve from time to time;
 - (ii) signed by the person nominating and by the nominee; and
 - (iii) received by the Board not less than 3 weeks prior to the Annual General Meeting.
- (d) If only one nomination is received for any elected position the person nominated will be deemed duly elected.
- (e) If no nomination is received for an elected position the Director retiring from that position will, if willing to accept re-election, be deemed to have been re-elected.
- (f) Subject to paragraph (e) of this clause, if no nomination is received for an elected position, the Board may appoint a Supporting ~~m~~Member of the Foundation to fill the vacancy.
- (g) Subject to this Constitution, Elected Directors are to hold office for terms of 3 years.

5.6 Rotation of Directors

- (a) ~~The 5 Appointed Directors must retire and be appointed in 3 yearly rotation at~~ each Annual General Meeting, 1 Appointed Director who has been longest in office must retire. Where 2 or more Appointed Directors have been in office for an equal time, the selection of the one to retire may be determined by lot. as follows:
- ~~(i) in year 1, the Director – Finance and the Director – Fundraising and Events,~~
 - ~~(ii) in year 2, the Director – Internal Relations and the Director – Legal and Governance, and~~
 - ~~(iii) in year 3, the Director – Marketing and Communication.~~
- (b) The ~~4~~5 Elected Directors must retire in 3 yearly rotation at each Annual General Meeting as follows:
- (i) in year 1, the Director – Ordinary Members and the Director – Fellow Members,
 - (ii) in year 2, the Director – Governor Members and the Director – ~~Fellow Patron~~ Members, and
 - (iii) in year 3, the Director – Governor General Members ~~and the Director – Patron Members.~~
- (c) Retiring Directors will be eligible for re-appointment or re-election as the case may be.

5.7 Election of Deputy Chairman and Treasurer

At the first meeting of the Board following each Annual General Meeting, the members of the Board must elect a Deputy Chairman and a Treasurer from among their number.

5.8 Vacancies on the Board

In the event of a vacancy, or vacancies, in the office of Director, the remaining Directors may act.

6. POWERS AND DUTIES OF THE BOARD

6.1 Powers of Board

The Board is empowered:

- (a) to superintend and conduct the business and affairs of the Foundation;
- (b) to exercise all of the powers of the Foundation except those which must, under this Constitution or by law, be exercised by the Foundation in general meeting;
- (c) to appoint committees from members of the Foundation or others for such purposes and with such powers as the Board may from time to time determine; and
- (d) to delegate any or all of its powers in such manner as it thinks fit, either generally or in any particular case, to:
 - (i) the Chief Executive Officer;
 - (ii) a Director;
 - (iii) a committee; or
 - (iv) any other person

and may authorise sub-delegation, provided that every such delegation by the Board will be revocable at any time and will not prevent the exercise of any power or function by the Board.

6.2 Decisions binding

The decision of the Board on any matter not otherwise provided for in this Constitution will be conclusive and binding on all members of the Foundation unless and until it is overruled by a General Meeting called for the purpose, 14 clear days' notice of which has been given to all members.

6.3 Meetings with Grand Master and Deputy Grand Master

- (a) The Board must meet with the Grand Master, the Deputy Grand Master and the President of the Board of Management of the Association at least twice in each financial year and must do so at least once in the first and once in the second half of that financial year.
- (b) At such meetings, matters of concern may be discussed and the

Grand Master, the Deputy Grand Master and the President of the Board of Management of the Association may be consulted by the Board and may offer advice to the Board on matters pertaining to the conduct of the affairs of the Foundation.

7. CASUAL VACANCIES ON THE BOARD

7.1 Casual vacancy

The office of a member of the Board becomes vacant if such member:

- (a) dies or becomes bankrupt or insolvent,
- (b) becomes permanently incapacitated by ill health;
- (c) resigns in writing;
- (d) is expelled from the Foundation or ceases to qualify for membership of the Foundation in accordance with this Constitution;
- (e) is absent from 3 consecutive meetings of the Board without a reason satisfactory to the Board; or
- (f) becomes or is otherwise prohibited under the Act from being a member of the Board.

7.2 Filling casual vacancy

- (a) Except in the case of the Chairman, any casual vacancy in the Board is to be filled by appointment by the ~~Grand Master upon the recommendation of the~~ Board.
- (b) A person appointed to fill such a casual vacancy will hold office only until the expiration of the term of office of the Director in whose place he or she is appointed, but will be eligible for re-appointment or re-election as the case may be.

8. MEETINGS OF THE BOARD

8.1 Time and place of meetings

The Board is to meet at least bi-monthly at such time and place and in such manner as the Chairman may decide.

8.2 Method of meeting

- (a) The Board may meet in person or by means of a contemporaneous linking together by telephone or other method of audio or audio-visual communication. All the provisions of this Constitution relating to meetings of the Board apply as far as possible, and with any necessary changes, to meetings using telephone or audio or audio-visual communication.
- (b) A member of the Board taking part in a meeting by telephone or audio or audio-visual communication:
 - (i) is deemed to be present in person at the meeting;
 - (ii) must not leave the meeting by disconnecting the telephone or other communication device without first advising the person presiding at the meeting; and
 - (iii) will conclusively be presumed to have been present and to have formed part of the quorum at all times during the meeting unless he or she has previously given such advice.

8.3 Voting at meetings

Questions arising at any meeting of the Board will be decided by a majority of votes, each member of the Board having one vote. In the event of an equality of votes, the person presiding will have a casting vote as well as a deliberative vote.

8.4 Quorum

- (a) No business can be conducted at any meeting of the Board unless a quorum is present.
- (b) A quorum for a meeting of the Board is 5 members, of whom at least 1 is to be the Chairman or the Deputy Chairman.

8.5 Conflict of interest

A member of the Board who has any direct or indirect pecuniary interest in a contract or proposed contract made by or in the contemplation of the Board, or a conflict of interest in any matter coming before the Board, must disclose the nature and extent of that interest to the Board and, in the case of a contract or proposed contract, must disclose the nature and extent of his or her interest at the next annual general meeting of the Foundation and must

not vote or otherwise take part in any deliberations of the Board with respect to that contract or matter.

9. MEMBERS OF THE BOARD

9.1 Chairman

The Chairman is to:

- (a) preside at all General Meetings of members of the Foundation and meetings of the Board and, upon the minutes being confirmed, sign the Minute Book in the presence of the meeting;
- (b) ensure that the provisions of this Constitution are complied with;
- (c) in matters of urgency, act in conjunction with the Deputy Chairman and such other members of the Board or of the Foundation as the Chairman considers necessary, provided that any decision made or action taken must be reported to the next meeting of the Board; and
- (d) be (*ex officio*) a member of all Committees appointed by the Board.

9.2 Deputy Chairman

- (a) In the absence of the Chairman, the Deputy Chairman is to preside over meetings and perform the duties of the Chairman and otherwise at and between meetings, is to undertake and perform such duties as are delegated to him by the Chairman.
- (b) Should the Chairman and the Deputy Chairman both be absent from any General Meeting the members present at the meeting are to elect a Presiding Officer from among the members of the Board present at the meeting, who will have the full powers of the Chairman for that meeting.

9.3 ~~Director – Finance~~ Treasurer

The ~~Director – Finance is to act as t~~Ireasurer of the Foundation ~~and~~ will be responsible:

- (a) for the keeping of correct accounting records of the Foundation in accordance with the provisions of the Act;
- (b) for the safe custody of all books records and securities of or belonging to the Foundation;

- (c) for the receipt of and the issue of receipts for all monies received on account of the Foundation and the prompt payment of all such monies to the credit of the Foundation into such bank or other account or accounts as the Board determines from time to time and to ensure that such monies are dealt with and that such account or accounts are operated on strictly in accordance with such special or standing directions as the Board may give from time to time;
- (d) for the keeping of a correct register of all commitments to the Foundation showing the value or the aggregate value as the case may be of each such commitment and recording such other detail as may be necessary to show whether such commitment has been met or is being maintained;
- (e) for the receipt and payment of all accounts against the Foundation which are duly passed for payment by or in accordance with such directions as the Board may give from time to time;
- (f) for the preparation and submission of the annual accounts of the Foundation for audit in accordance with the provisions of the Act;
- (g) to produce, whenever called upon by the Board to do so, all books, papers, deeds, documents, accounts and other records of the Foundation in his or her possession;
- (h) to submit to the Board as soon as practicable after the end of each financial year a detailed report on the finances of the Foundation, together with the audited accounts of the Foundation for presentation to the members at the Annual General Meeting; and
- (i) for the performance of such other duties as the Board decides from time to time.

9.4 **Other Directors**

The ~~other Director – Fundraising and Events, the Director – Internal Relations, the Director – Legal and Governance, the Director – Marketing and Communication and the Elected~~ Directors will have such functions and duties as the Board may allocate to them from time to time.

10. **CHIEF EXECUTIVE OFFICER**

10.1 **Appointment of Chief Executive Officer**

The Board may appoint a Chief Executive Officer of the Foundation on such terms and conditions as it thinks fit.

10.2 Duties of Chief Executive Officer

The Chief Executive Officer must:

- (a) subject to this Constitution, generally manage and supervise the affairs and activities of the Foundation;
- (b) act as the chief executive officer of the Foundation and secretary of the Board;
- (c) be the Public Officer of the Foundation for the purposes of the Act; and
- (d) carry out such other duties in relation to the affairs of the Foundation as the Board may require or direct from time to time.

11. APPLICATIONS FOR BENEVOLENCE

11.1 Public Advertisements

At least once in each year, the Foundation must, by advertisement to the general public, invite applications for benevolent assistance in accordance with the objects of the Foundation.

11.2 Form of Applications

Applications for benevolence are to be made in such form and supported by such additional statements, references or declarations as the Board may require from time to time.

11.3 Further information

The Board may, in determining whether to grant assistance, seek such further information from the applicant, or from others, and make such other enquiries as it thinks fit.

11.4 Decision on applications

The decision whether to grant assistance to the applicant must be made impartially with a view to ensuring that the funds and resources of the Foundation are directed to those in greatest need and to purposes which are likely to result in the greatest general benefit.

12. COMMITTEES

12.1 Functions and duties

Subject to the delegation of all necessary powers, a Committee appointed by the Board is to carry out such functions and duties as the Board decides from time to time.

12.2 Meetings

A Committee is to meet as frequently as the Board directs from time to time and must keep minutes of the proceedings at each meeting.

12.3 Presiding Officer

The Board must appoint the Presiding Officer of a Committee.

12.4 Obligations of Committees

A Committee must, as and when required by the Board, submit to the Board:

- (a) a report on all or any of its activities; and
- (b) an estimate of the expenditure to be incurred and of any income to be derived by it.

12.5 Quorum

No business is to be conducted at any meeting of a Committee unless a quorum of at least 30% of the members of that Committee are present.

12.6 Procedure of Committees

Except as otherwise provided in this Constitution and subject to any directions the Board may give from time to time, a Committee may regulate its own procedure.

13. INDEMNITY AND INSURANCE

13.1 Indemnity against liability

The Chief Executive Officer and each member of the Board is to be indemnified out of the property of the Foundation against any liability incurred

by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted.

13.2 **Indemnity for costs and expenses**

Every person who is or has been a member of the Board or other officer of the Foundation (and his or her executors or administrators) will be indemnified out of the property of the Foundation against all costs, losses and expenses which that person properly incurred or became liable to pay by reason of any contract entered into or other act or thing done in the discharge of that person's duties on behalf of the Foundation.

13.3 **Insurance**

The Foundation may, to the extent permitted by the Act:

- (a) purchase and maintain insurance; and
- (b) pay or agree to pay a premium for insurance,

for any person to whom this clause applies against any liability the person incurs as a member of the Board or other officer of the Foundation including, but not limited to, liability for negligence or for reasonable costs and expenses incurred in defending legal proceedings, whether civil or criminal, and whatever their outcome.

14. **FINANCIAL YEAR**

The financial year of the Foundation ends on the 30th day of June in each year.

15. **AUDITOR**

15.1 **Qualifications of Auditor**

The Auditor of the Foundation must be duly qualified under the Act to audit the accounts of the Foundation and must not be a member of the Board or of a Committee of the Board.

15.2 **Appointment of Auditor**

The Auditor must be appointed at an Annual General Meeting and will hold office until replaced, provided that any casual vacancy occurring in the office

of Auditor may be filled by appointment by the Board until the next Annual General Meeting.

15.3 Duties of Auditor

- (a) The Auditor must audit the accounts of the Foundation in accordance with the Act as soon as practicable after the expiration of the financial year of the Foundation and must provide a report to the Board immediately upon completion of the audit.
- (b) For the purposes of conducting the audit the Auditor is to have access to and may examine all books papers deeds documents accounts and other records of the Foundation and may make enquiries of any office-bearer, member or employee of the Foundation.
- (c) The Auditor may place before the Board and record in the report suggestions or comments concerning the financial affairs or accounting records or procedures of the Foundation.
- (d) The Auditor must make such special audit or examination of any of the Funds or Accounts of the Foundation as may from time to time be directed by the Board.

16. PRESENTATION OF ANNUAL REPORT AND ACCOUNTS

A report by the Board stating fully the proceedings and activities of the Foundation during the past financial year is to be presented at the Annual General Meeting of the Foundation together with the Accounts of the Foundation and the Auditor's report.

17. GENERAL MEETINGS

17.1 Annual General Meeting

The Annual General Meeting of the members of the Foundation must be held no later than the 31st day of October in each year at a time and place determined by the Board.

17.2 Notice of Annual General Meeting

- (a) At least 14 days' notice of the time and place of the Annual General Meeting must be given to members of the Foundation.

- (b) The notice must set out the nature and the order of business to be transacted at the meeting.

17.3 **Notice of business for Annual General Meeting**

Any member desirous of having business included in the notice of an Annual General Meeting must submit it in writing to the Chief Executive Officer not less than 2 months prior to the date of the meeting.

17.4 **Business at Annual General Meeting**

The business at the Annual General Meeting will be:

- (a) to confirm the minutes of the last preceding Annual General Meeting and of any Special General Meeting held since that meeting;
- (b) to receive and adopt the Board's report of the proceedings of the Foundation and the audited accounts for the preceding year;
- (c) to elect ~~2~~-Elected Directors to the Board;
- (d) to announce the appointment of ~~5~~-Appointed Directors to the Board;
- (e) to appoint an Auditor (if required); and
- (f) to deal with any other business stated in the notice convening the meeting.

17.5 **Special General Meetings**

A Special General Meeting of the Foundation must be called:

- (a) whenever considered necessary by the Board; or
- (b) on receipt by the Board of a requisition in writing stating the purpose or purposes of the meeting and signed by not less than 50 members of the Foundation; or
- (c) in accordance with the provisions of paragraph 4.4 (c) of this Constitution.

17.6 **Special General Meetings held on requisition**

- (a) If the Board fails to convene a Special General Meeting within 2 months after receipt of a requisition in accordance with paragraph 17.5 (b), the members making the requisition may themselves, on at

least 14 days' notice, convene the meeting.

- (b) In the event of the meeting being held, the Foundation must bear all reasonable costs in connection with it.

17.7 **Business at General Meetings**

No business (except of a formal nature) can be transacted at a General Meeting unless specified in the notice convening the meeting.

17.8 **Quorum at General Meetings**

- (a) At any General Meeting 10 members of the Foundation present in person or by proxy will form a quorum and no business can be transacted unless the required quorum is present.
- (b) Subject to paragraph (d) of this clause, if within 15 minutes from the time appointed for the meeting a quorum is not present, the members present must adjourn the meeting to a date within the following 28 days and notice of the adjourned meeting must be given to members of the Foundation in the same manner as notice of the original meeting was given.
- (c) At the adjourned meeting the members present in person or by proxy will form a quorum and may dispose of all business on the notice paper.
- (d) At any Special General Meeting called after receipt of a requisition in accordance with paragraph 17.5 (b) of this Constitution, if within 15 minutes from the time appointed for the meeting a quorum is not present, the meeting will lapse.

17.9 **Adjournment of General Meetings**

The person presiding at a General Meeting may, with the consent of the members present, adjourn the meeting from time to time and from place to place, but no business can be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

18. **MINUTES OF MEETINGS**

18.1 **Minutes to be kept**

Minutes must be kept of all General Meetings of the members of the

Foundation and of meetings of the Board.

18.2 Confirmation of minutes

- (a) The minutes must be confirmed by the members present at the next meeting and signed by the person presiding at that meeting.
- (b) Where minutes are so signed they will, until the contrary is proved, be evidence that the meeting was duly convened and held and that all appointments made and all proceedings taken at the meeting are valid.

18.3 Retention of minutes

All minutes must be retained in perpetuity in the records of the Foundation.

19. VOTING AT GENERAL MEETINGS

19.1 Right to appoint proxy

- (a) A member may appoint in writing a natural person, who is a member of the Foundation, to be his or her proxy to attend and vote at any General Meeting of the Foundation.
- (b) The instrument of proxy must be in such form as the Board may approve from time to time and must be delivered to the Chief Executive Officer prior to the commencement of the meeting.

19.2 Entitlement to vote

Subject to this Constitution, each member present at any General Meeting in person or by proxy will be entitled to one vote on a show of hands and one vote on a poll, provided that a member attending in person who also holds a proxy for another member, or is a Nominee appointed under Clause 3.3, has only one vote on a show of hands.

19.3 Show of hands

At any General Meeting a resolution put to a vote is to be decided on a show of hands and a declaration by the person presiding that a resolution has been carried or lost will, unless a poll is demanded, be conclusive and final.

19.4 Poll

If a poll is demanded by the person presiding at the meeting, or by 3 or more

members present personally or by proxy, it is to be taken in the manner directed by the person presiding and the result of the poll will be the resolution of the meeting.

20. COMMON SEAL

20.1 Custody of Common Seal

The Common Seal of the Foundation is to be kept at such place and in such manner as the Board decides.

20.2 Use of Common Seal

- (a) The Chairman and the Directors are to be Seal Holders.
- (b) The Common Seal may only be affixed to any deed, instrument or document under and by virtue of a resolution of the Board and in the presence of 2 Seal Holders who must attest the affixing of the seal in the following form:

THE COMMON SEAL of THE)
 FREEMASONS FOUNDATION)
 INCORPORATED was affixed in)
 the presence of:)

..... Seal Holder

..... Seal Holder

21. EXECUTION OF DOCUMENTS

21.1 Where Common Seal not required

Any contract may be made and executed or from time to time varied or rescinded by or on behalf of the Foundation by the Board and, where not required by law to be in writing under Seal, may be executed by the Chairman or the Deputy Chairman and, in either case, the Chief Executive Officer of the Foundation or another person appointed for the purpose by the Board.

21.2 Where Common Seal required

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Any contract or other document required by law to be in writing under Seal must be executed under the Common Seal of the Foundation.

22. **AMENDMENT AND REPEAL OF CONSTITUTION**

This Constitution may only be amended, repealed or replaced by a resolution passed by a majority of not less than three-quarters of the members present in person or by proxy at a General Meeting of the Foundation and subsequently ratified by the Board of Management of the Association.

23. **IRREVOCABLE RESTRICTION ON DISTRIBUTION TO MEMBERS**

The income and property of the Foundation, however derived, is to be applied solely in furtherance of the objects of the Foundation and no portion of it is to be paid or transferred directly or indirectly by way of dividend, loan or otherwise to the members or relatives of members of the Foundation, provided that nothing in this clause prevents the payment in good faith of remuneration to any officer or employee of the Foundation or to any member of the Foundation in return for any service actually rendered to the Foundation or for reasonable and proper rental for premises let by any member to the Foundation.

24. **WINDING UP OF THE FOUNDATION**

24.1 **Resolution required**

Subject to the provisions of Part 5 of the Act, the Foundation may only be wound up by a resolution passed by a majority of not less than three-quarters of the members of the Foundation present in person or by proxy at a Special General Meeting called by the Board for that purpose.

24.2 **Distribution of assets**

If the Foundation is wound up or dissolved or becomes defunct, any surplus assets of the Foundation, after satisfaction of all debts and liabilities, must be distributed only to another organisation, selected by the members of the Foundation at the meeting referred to in clause 24.1 or, if no such selection is made, selected by the Association, having similar objects to the Foundation and which is not carried on for the profit or gain of its individual members.

25. **TRANSITIONAL PROVISIONS**

25.1 Constitution to take effect on Ratification Date

Subject to this clause, the adoption of this Constitution will take effect on the date it is ratified by the Board of Management of the Association (“the Ratification Date”).

25.2 Transitional arrangements

Notwithstanding any other provision of this Constitution, from the Ratification Date:

(a) the members of the Board who hold office at the Ratification Date will be entitled to remain in office until the conclusion of the next Annual General Meeting following the Ratification Date, but any casual vacancies on the Board are either not to be filled or must be filled by appointment in accordance with the provisions of this Constitution;

(b) all members of the Association at the Ratification Date who are not Supporting Members, will be General Members of the Foundation, unless they have, by written notice to the Foundation, declined membership of the Foundation;

(a)(c) all Supporting Members will remain members of the Foundation in their specific categories of membership;

(b)(d) at the first Annual General Meeting following the Ratification Date:

(i) the following appointments to the Board are to be announced:

(A) the Chairman; and

(B) ~~the Director — Finance and the Director — Fundraising and Events, each for a term of 1 year;~~ 2 or 3 Appointed Directors, and

~~(C) the Director — Internal Relations and the Director — Legal and Governance, each for a term of 2 years; and~~

~~(D) the Director — Marketing and Communication, for a term of 3 years;~~

(ii) the 2 elected representatives who would have remained in office on the Board under the former Constitution will

~~be entitled to remain in office for 1 year as Directors representing their categories of membership, and the 2 Elected Directors who would have been required to retire under the former Constitution must retire but will be eligible for re-election and 2 Directors are to be elected to fill those positions; and~~

~~(iii) the 2 elected representatives who would have been required to retire from the Board under the former Constitution must retire but will be eligible for re-election as Directors representing their categories of membership; and~~

~~(iii)(iv) 3 Directors are to be elected to fill the positions of Directors for the categories of membership for which there are no continuing representatives the 2 Elected Directors who would have remained in office under the former Constitution will be entitled to remain in office.~~

~~(e)(e)~~ at the conclusion of the first Annual General Meeting following the Ratification Date:

(i) all appointed members of the Board ~~appointed~~ under the former Constitution must retire; and

(ii) a new Board, constituted in accordance with this Constitution, will assume office; ~~and~~

~~(iii) the initial terms of office of the 5 Appointed Directors will be those specified in paragraph 25.2 (b)(i).~~

~~(d)(f)~~ The Executive Director of the Foundation at the Ratification Date may continue in office as the Chief Executive Officer of the Foundation under this Constitution.

~~(e)(g)~~ The adoption of this Constitution will not affect anything done or permitted, or any right or title accrued, or obligation or liability incurred, or duty or restriction imposed, under the former Constitution.

~~(f)(h)~~ All resolutions of the Board in force or current at the Ratification Date will continue in full force and effect and may be rescinded, amended or repealed by the Board at any time.

**THE FREEMASONS FOUNDATION
INCORPORATED**

CONSTITUTION