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**CONSTITUTION
OF
INDIGENOUS CARBON INDUSTRY
NETWORK LTD**

A company limited by guarantee

Dated 14 February 2022

Taking effect upon registration of ICIN Ltd as a charity with ACNC

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Preliminary

1. Name of the company

The name of the **company** is Indigenous Carbon Industry Network Ltd (the **company**).

The **company** is a network of Indigenous-owned organisations that operate across Australia, particularly north Australia, to develop and deliver carbon projects, mainly through savanna fire management.

2. Type of company

The **company** is a not-for-profit public **company** limited by guarantee which is established to be, and to continue as, a charity.

3. Limited liability of members

The liability of **members** is limited to the amount of the guarantee in clause 4.

4. The guarantee

Each **member** must contribute an amount not more than \$10 (the guarantee) if the **company** is wound up to pay for the debts and liabilities of the company or the costs of winding up.

5. Definitions

In this constitution, words and phrases have the meaning set out in clauses 71 and 73.

Charitable purposes and powers

6. Purpose(s)

The **company's** purpose(s) are the relief of poverty, sickness, disability, destitution, suffering, misfortune or helplessness experienced by Aboriginal and Torres Strait Islander peoples through the advancement of the Indigenous carbon industry in Australia, and the advancement of education, social or public welfare, culture and the enhancement of the natural environment in connection with the Indigenous carbon industry.

The **company** aims to achieve the purpose(s) by:

1. Enabling and empowering Indigenous people to benefit from Australian carbon markets;
2. Working towards an Indigenous-led carbon industry supporting the advancements and aspirations of Indigenous people across Australia through:
 - Promoting Indigenous leadership and empowering Indigenous voices to be represented and Indigenous knowledges, practices and perspectives are represented in the Australian carbon industry;
 - Advocating for an Australian carbon industry that is accessible to Indigenous people, protects and strengthens Indigenous rights, delivers benefits to Indigenous communities and supports healthy country outcomes;
 - Ensuring the interests of the Indigenous carbon industry are represented in public decision-making processes;
 - Promoting best practice standards for Indigenous engagement in the Australian carbon industry, enabling fair business agreements and Indigenous empowerment;
 - Building, promoting and strengthening the reputation of Indigenous carbon credits in Australia and internationally;

3. Supporting an active network of Indigenous carbon businesses, organisations and groups engaged in the Australian carbon industry through:
 - Building the capacity of Indigenous people to engage in the Australian carbon industry;
 - Supporting the growth of Indigenous Producers and Indigenous Proponents benefiting from the Australian carbon industry;
 - Disseminating information, research, policy and market updates and news about and for the Indigenous carbon industry.

7. Powers

Subject to clause 8, the **company** has the powers of an individual and those of a company limited by guarantee under the **Corporations Act**, which may only be used to carry out its purpose(s) set out in clause 6.

8. Not-for-profit

- 8.1 The **company** must not distribute any income or assets directly or indirectly to its **members**, except as provided in clauses 8.2 and 70.
- 8.2 Clause 8.1 does not stop the **company** from:
 - (a) remunerating a **member**, director, officer or employee of the **company**, or other third party, in return for any goods or services actually rendered to or on behalf of the **company**, or
 - (b) making a payment to a **member** in carrying out the **company's** charitable purpose(s).

9. Amending the constitution

- 9.1 Subject to clause 9.2, the **members** may amend this constitution by passing a **special resolution**.
- 9.2 The **members** must not pass a **special resolution** that causes the **company** to no longer be a charity.

Members

10. Membership and register of members

- 10.1 The **members** of the **company** are:
 - (a) **initial members**, and
 - (b) any other organisation that the **board** allow to be a **member**, in accordance with this constitution.
- 10.2 The secretary must keep on behalf of the **company** a register of **members** which contains:
 - (a) for each current **member**:
 - i. name
 - ii. address
 - iii. any alternative address for the service of notices,
 - iv. contact details, including phone number and email, and
 - v. date the member was entered on to the register.
 - (b) for each organisation who stopped being a **member** in the last 7 years:
 - i. name
 - ii. address
 - iii. any alternative address for the service of notices,
 - iv. contact details, including phone number and email, and
 - v. dates the membership started and ended.

- 10.3 The **company** must give current **members** access to the register of members.
- 10.4 Information that is accessed from the register of members must only be used in a manner relevant to the interests or rights of **members**.

11. Who can be a member

- 11.1 Subject to this clause 11, an organisation who supports the purposes of the **company** is eligible to apply to be a **member** of the **company** under clause 12.
- 11.2 The categories of membership of the **company** are:
- (a) **initial members**,
 - (b) **full members**, and
 - (c) **associate members**.
- 11.3 **Initial members**
- (a) **Initial members** are allocated as **full members** or **associate members** of the **company** in accordance with clauses 12 and 13 from **company** registration.
- 11.4 **Full member**
- (a) An organisation is eligible to become a **full member** if they are:
 - (i) an **Indigenous producer**,
 - (ii) an **Indigenous proponent**, subject to 11.4(aa).
 - (aa) Where an **Indigenous proponent** is also an **agent, aggregator, broker or trader**, the **board** may determine in their absolute discretion, taking into consideration the purposes of the **company**, that the organisation or group should not be a **full member**.
 - (b) **Full members** are entitled to:
 - (i) receive notices and attend meetings of **members**,
 - (ii) vote on resolutions, and
 - (iii) put forward members, officers, executives or other employees of the **full member** to be appointed as director/s.
- 11.5 **Associate member**
- (a) An organisation is eligible to become an **associate member** if they are:
 - (i) they are an **Indigenous Land Council**,
 - (ii) they are an **Indigenous organisation** interested in or aspiring to engage in the Indigenous carbon industry,
 - (iii) they are an **Indigenous carbon trader or broker**,
 - (iv) they are an **Indigenous organisation** supporting the Indigenous carbon industry,
 - (vi) the **board** determines in their absolute discretion that the organisation should be an **associate member**.
 - (b) **Associate members** are entitled to receive notices and attend meetings of **members**.
 - (c) **Associate members** are not entitled to vote or be appointed as a director.

12. How to apply to become a member

- 12.1 An organisation may apply to become a **member** of the **company** by writing to the secretary stating that they:
- (a) want to become a **full member** or **associate member**,
 - (b) support the purpose(s) of the **company**,
 - (c) agree to comply with the **company's Code of Conduct**,
 - (d) agree to comply with the **company's** constitution,
 - (e) will identify any conflicts of interest the organisation may have with other **members**, the **company** or the directors (and identify those conflicts),

- (f) will pay the membership fee,
 - (g) will pay the guarantee under clause 4 if required, and
 - (h) will ensure their representatives and proxies comply at all times with clauses 12.1(b), (c) and (d).
- 12.2 In addition to the requirements under clause 12.1, an organisation wishing to become a **full member** of the **company** must provide:
- (a) written evidence of their status as an **Indigenous producer** or **Indigenous proponent**, and
 - (b) such other information or documentation reasonably requested by the **company**.
- 12.3 In addition to the requirements under clauses 12.1 and 12.2, the **board** may from time to time set such other application criteria for membership of the **company** as the **board** in its absolute discretion determines appropriate.
- 12.4 The **board** will determine the applicable membership fee from time to time.

13. Board decides whether to approve membership

- 13.1 The **board** must consider an application for membership within a reasonable time after the secretary receives the application.
- 13.2 If the **board** approve an application, the secretary must as soon as possible:
- (a) enter the new member on the register of members, and
 - (b) write to the applicant to tell them that their application was approved, pending payment of any relevant membership fees and the date that their membership will start (see clause 14).
- 13.3 If the **board** reject an application, the secretary must write to the applicant as soon as possible to tell them that their application has been rejected, but does not have to give reasons.
- 13.4 For the avoidance of doubt, the **board** may approve an application even if the application does not state the matters listed in clauses 12.1. However, it is understood that by applying to be a **member**, the applicant agrees to comply with the obligations set out in clause 12.1(a) to (h).
- 13.5 For the avoidance of doubt, the **board** may reject an application in their absolute discretion.

14. When an organisation becomes a member and member responsibilities

- 14.1 Other than **initial members**, an applicant will become a **member** when they have paid their membership fee and are entered on the register of members, whichever is the later.
- 14.2 A **member** must:
- (a) comply with the **company's** constitution and **Code of Conduct**;
 - (b) inform the **company** if the **member** changes its address or contact details;
 - (c) treat other **members** and the officers, executives and other employees of the **company** with respect.
- 14.3 **Members** should attend **general meetings** or give their apologies.

15. Representatives of members

- 15.1 A **member** must appoint one individual as a representative to represent the **member** at meetings and, for **full members**, to sign circular resolutions under clause 32. The representative must be a member, officer, executive or other employee of the **member**, or if an **Indigenous producer group**, a member of the group.
- 15.2 The appointment of a representative by a **member** must:
- (a) be in writing

- (b) include the name and contact details, including phone number and email, of the representative
 - (c) be signed on behalf of the **member**, and
 - (d) be given to the **company** or, for representation at a meeting, be given to the chairperson before the meeting starts.
- 15.3 A representative has all the rights of a **member**.
- 15.4 The appointment may be standing (ongoing).
- 15.5 A **member** can alter the appointment of a representative at any time.
- 15.6 For the avoidance of doubt, additional members of a **member** organisation can attend **general meetings** as observers, but only the representative of a **member** can participate.

16. When an organisation stops being a member

- 16.1 An organisation immediately stops being a **member** if they:
- (a) are wound up or otherwise dissolved or deregistered
 - (b) resign, by writing to the secretary
 - (c) are expelled under clause 18, or
 - (d) have not responded within three months to a written request from the secretary that they confirm in writing that they want to remain a **member** and, where relevant, pay any outstanding membership fee.
- 16.2 The **company** must record the former **member's** details and date they ceased being a **member** on the register of former members.

Dispute resolution and disciplinary procedures

17. Dispute resolution

- 17.1 The dispute resolution procedure in this clause applies to disputes (disagreements) under this constitution between a **member** or director and:
- (a) one or more **members**
 - (b) one or more directors, or
 - (c) the **company**.
- 17.2 A **member** must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 18 until the disciplinary procedure is completed.
- 17.3 Those involved in the dispute must first try to resolve the dispute between themselves, in good faith, within 28 days of becoming aware or being notified of the dispute.
- 17.4 If those involved in the dispute do not resolve the dispute under clause 17.3, they must within a further 10 days:
- (a) tell the **board** about the dispute in writing,
 - (b) agree or request that a mediator be appointed, and
 - (c) attempt in good faith to settle the dispute by mediation.
- 17.5 The mediator must:
- (a) be chosen by agreement of those involved, or
 - (b) where those involved do not agree:
 - i. for disputes between **members**, a person chosen by the **board**, or
 - ii. for other disputes, a person chosen by either the Commissioner of the Australian Charities and Not-for-profits Commission or the president of the law institute or society in the state or territory in which the **company** has its registered office.
- 17.6 A mediator chosen by the **board** under clause 17.5(b)(i):

- (a) may be a **member** or former **member** of the **company**
 - (b) must not have a personal interest in the dispute, and
 - (c) must not be biased towards or against anyone involved in the dispute.
- 17.7 When conducting the mediation, the mediator must:
- (a) allow those involved a reasonable chance to be heard
 - (b) allow those involved a reasonable chance to review any written statements
 - (c) ensure that those involved are given natural justice, and
 - (d) not make a decision on the dispute.
- 17.8 Costs of the mediation will be borne equally by the parties.

18. Disciplinary measures

- 18.1 In accordance with this clause, the **board** may resolve to warn, suspend or expel a **member** from the **company** if the **board** determines that:
- (a) the **member** has breached this constitution,
 - (b) the **member** has breached the **company's Code of Conduct**,
 - (c) the **member** has not paid their membership fee, or
 - (d) the **member** is causing, has caused, or is likely to cause harm (including reputational harm) to the **company**, the **board** or other **members**.
- 18.2 At least 14 days before the **board** meeting at which a resolution under clause 18.1 will be considered, the secretary must notify the **member** in writing:
- (a) that the **board** are considering a resolution to warn, suspend or expel the **member**
 - (b) that this resolution will be considered at a **board** meeting and the date of that meeting
 - (c) what the **member** is said to have done or not done
 - (d) the nature of the resolution that has been proposed, and
 - (e) that the **member** may provide an explanation to the **board** in accordance with clause 18.3, and details of how to do so.
- 18.3 Before the **board** pass any resolution under clause 18.1, the **member** must be given a chance to explain themselves by:
- (a) sending the **board** a written explanation before that **board** meeting, and/or
 - (b) speaking at the **board** meeting.
- However, if the **member** does not provide an explanation under this clause 18.3, the **board** are under no obligation to provide further time to the **member** and can activate the procedure in clause 18.4.
- 18.4 After considering any explanation under clause 18.3, the **board** may:
- (a) take no further action
 - (b) warn the **member**
 - (c) suspend the **member's** rights as a **member** for a period of no more than 12 months
 - (d) expel the **member**
 - (e) refer the decision to an unbiased, independent person on conditions that the ~~directors~~ **board** consider appropriate and comply with clause 17.6 (however, the person can only make a decision that the **board** could have made under this clause), or
 - (f) require the matter to be determined at a **general meeting**.
- 18.5 The **board** cannot fine a **member**.
- 18.6 Action decided under clause 18.4 must be completed as soon as reasonably practical, and the secretary must give written notice to the **member** of the decision as soon as possible.

- 18.7 When a membership is cancelled, the **company** must record the former **member's** details and date of cancellation on the register of former members.
- 18.8 There will be no liability to the **company** or the **board** for any loss or injury suffered by the **member** as a result of any decision made in good faith under this clause.

General meetings of members

19. General meetings called by the board

- 19.1 The **board** may call a **general meeting** at any time by passing a resolution of the **board**.
- 19.2 If **members** with at least 20% of the votes that may be cast at a **general meeting** make a written request to the **company** for a **general meeting** to be held, the **board** must:
- within 21 days of the **members'** request, give all **members** notice of a **general meeting**, and
 - hold the **general meeting** within 2 months of the **members'** request.
- 19.3 The percentage of votes that **members** have (in clause 19.2) is to be worked out as at midnight before the **members** request the meeting.
- 19.4 The **members** who make the request for a **general meeting** must:
- state in the request any resolution to be proposed at the meeting
 - all sign the request, and
 - give the request to the **company**.
- 19.5 Separate copies of a document setting out the request may be signed by **members** if the wording of the request is the same in each copy.

20. General meetings called by members

- 20.1 If the **board** do not call the meeting within 21 days of being requested under clause 19.2, together all of the **members** who made the request may call and arrange to hold a **general meeting**.
- 20.2 To call and hold a meeting under clause 20.1 the **members** must:
- as far as possible, follow the procedures for **general meetings** set out in this constitution
 - call the meeting using the list of **members** on the **company's** member register, which the **company** must provide to the **members** making the request at no cost, and
 - hold the **general meeting** within three months after the request was given to the **company**.
- 20.3 The **company** must pay the **members** who request the **general meeting** any reasonable meeting expenses they incur because the **board** did not call and hold the meeting in accordance with clause 19.2.

21. Annual general meeting

- 21.1 An **annual general meeting**, must be held:
- within 18 months after registration of the **company**, and
 - after the first **annual general meeting**, at least once in every calendar year.
- 21.2 Even if these items are not set out in the notice of meeting, the business of an **annual general meeting** may include:
- confirming the minutes of the previous **general meeting**
 - a review of the **company's** activities
 - a review of the **company's** finances
 - any auditor's report
 - the election of directors, and

(f) the appointment and payment of auditors, if any.

21.3 Before or at the **annual general meeting**, the **board** must give information to the **members** on the **company's** activities and finances during the period since the last **annual general meeting**.

21.4 The chairperson of the **annual general meeting** must give **members** as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the **company**.

22. Extraordinary general meeting

22.1 For the purposes of this constitution, meetings of **members** that are not **annual general meetings** will be **extraordinary general meetings**.

22.2 The business of an **extraordinary general meeting** will include confirming the minutes of the previous **general meeting** and considering the business or resolutions in the notice of meeting and may include a **special resolution(s)**.

23. Notice of general meetings

23.1 Notice of a **general meeting** must be given to:

- (a) each **member**,
- (b) each director, and
- (c) the auditor (if any).

23.2 Subject to clause 23.3, notice of a meeting must be provided in writing at least 21 days before the meeting unless:

- (a) for an **annual general meeting**, all **full members** agree beforehand, or
- (b) for any other **general meeting**, **full members** with at least 95% of the votes that may be cast at the meeting agree beforehand.

23.3 Notice of a **general meeting** cannot be provided less than 21 days before the meeting if a resolution will be moved to:

- (a) remove a director
- (b) appoint a director in order to replace a director who was removed, or
- (c) remove an auditor.

23.4 Notice of a **general meeting** must include:

- (a) the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this)
- (b) the general nature of the meeting's business
- (c) if applicable, that a **special resolution** is to be proposed and the exact wordings of the proposed resolution
- (d) a statement that **members** have the right to appoint proxies and that, if a **member** appoints a proxy:
 - i. the proxy must be a member, officer, executive or employee of the **member**
 - ii. the proxy form must be delivered to the **company** at its registered address or the address (including an electronic address) specified in the notice of the meeting at least 48 hours before the meeting.

24. Quorum at general meetings

24.1 For a **general meeting** to be held, at least half of the **full members** (a quorum) must be present (by proxy or by representative) for the whole meeting.

24.2 When determining whether a quorum is present, a person can only be counted once (even if that person is a representative or proxy of more than one **full member**).

24.3 No business may be conducted at a **general meeting** if a quorum is not present.

- 24.4 If there is no quorum present within 30 minutes after the starting time stated in the notice of **general meeting**, the **general meeting** is adjourned to the date, time and place that the chairperson specifies. If the chairperson does not specify one or more of those things, the meeting is adjourned to:
- (a) if the date is not specified – the same day in the next week
 - (b) if the time is not specified – the same time, and
 - (c) if the place is not specified – the same place.
- 24.5 If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

25. Auditor's right to attend meetings

- 25.1 The auditor (if any) is entitled to attend any **general meeting** and to be heard by the **members** on any part of the business of the meeting that concerns the auditor in the capacity of auditor.
- 25.2 The **company** must give the auditor (if any) any communications relating to the **general meeting** that a **member** of the **company** is entitled to receive.

26. Using technology to hold meetings

- 26.1 The **company** may hold a **general meeting** at two or more venues using any technology that gives the **members** as a whole a reasonable opportunity to participate, including to hear and be heard.
- 26.2 Anyone using this technology is taken to be present in person at the meeting.

27. Chairperson for general meetings

- 27.1 The **elected chairperson** (elected pursuant to clause 41) is entitled to chair **general meetings**.
- 27.2 The **full members** present and entitled to vote at a **general meeting** may choose a director or **full member** to be the chairperson for that meeting if:
- (a) there is no **elected chairperson**, or
 - (b) the **elected chairperson** is not present within 30 minutes after the starting time set for the meeting, or
 - (c) the **elected chairperson** is present but says they do not wish to act as chairperson of the meeting.

28. Role of the chairperson

- 28.1 The chairperson is responsible for the conduct of the **general meeting**, and for this purpose must give **members** a reasonable opportunity to make comments and ask questions (including to the auditor (if any)).
- 28.2 The chairperson does not have a casting vote.

29. Adjournment of meetings

- 29.1 If a **general meeting** is adjourned (put off) for one month or more, the **members** must be given new notice of the resumed meeting.
- 29.2 If a quorum is not present, see clauses 24.4 and 24.5.
- 29.3 If a quorum is present, a **general meeting** must be adjourned if a majority of **full members present** direct the chairperson to adjourn it.
- 29.4 Only unfinished business may be dealt with at a meeting resumed after an adjournment. Alternatively, unfinished business may be dealt with by circular resolution if that business complies with the requirements of clause 32.

Members' resolutions and statements

30. Members' resolutions and statements

- 30.1 **Full members** with at least 20% of the votes that may be cast on a resolution may give:
- (a) written notice to the **company** of a resolution they propose to move at a **general meeting** (members' resolution), and/or
 - (b) a written request to the **company** that the **company** give all of its **members** a statement about a proposed resolution or any other matter that may properly be considered at a **general meeting** (members' statement).
- 30.2 A notice of a members' resolution must set out the wording of the proposed resolution and be signed by the **full members** proposing the resolution.
- 30.3 A request to distribute a members' statement must set out the statement to be distributed and be signed by the **full members** making the request.
- 30.4 Separate copies of a document setting out the notice or request may be signed by **full members** if the wording is the same in each copy.
- 30.5 The percentage of votes that **full members** have (as described in clause 30.1) is to be worked out as at midnight before the request or notice is given to the **company**.
- 30.6 If the **company** has been given notice of a members' resolution under clause 30.1(a), the resolution must be considered at the next **general meeting** held more than two months after the notice is given.
- 30.7 This clause does not limit any other right that a **full member** has to propose a resolution at a **general meeting**.

31. Company must give notice of proposed resolution or distribute statement

- 31.1 If the **company** has been given a notice or request under clause 30:
- (a) in time to send the notice of proposed members' resolution or a copy of the members' statement to **members** with a notice of meeting, it must do so at the **company's** cost, or
 - (b) too late to send the notice of proposed members' resolution or a copy of the members' statement to **members** with a notice of meeting, then the **full members** who proposed the resolution or made the request must pay the expenses reasonably incurred by the **company** in giving **members** notice of the proposed members' resolution or a copy of the members' statement. However, at a **general meeting**, the **full members** may pass a resolution that the **company** will pay these expenses.
- 31.2 The **company** does not need to send the notice of proposed members' resolution or a copy of the members' statement to **members** if:
- (a) it is more than 1,000 words long,
 - (b) the **board** consider it may be defamatory,
 - (c) clause 31.1(b) applies, and the **full members** who proposed the resolution or made the request have not paid the **company** enough money to cover the cost of sending the notice of the proposed members' resolution or a copy of the members' statement to **members**, or
 - (d) in the case of a proposed members' resolution, the resolution does not relate to a matter that may be properly considered in accordance with the **Corporations Act** or **ACNC Act** at a **general meeting**.

32. Circular resolutions of members

- 32.1 Subject to clause **Error! Reference source not found.**, **full members** may pass a resolution electronically and without a **general meeting** being held (a circular resolution).

- 32.2 The **board** must notify the auditor (if any) as soon as possible that a circular resolution has or will be put to **full members**, and set out the wording of the resolution.
- 32.3 Circular resolutions cannot be used:
- (a) for a resolution to remove an auditor,
 - (b) for passing a **special resolution**, or
 - (c) where the **Corporations Act** or this constitution requires a meeting to be held.
- 32.4 A circular resolution is passed if a majority of the **full members** entitled to vote on the resolution sign or agree to the circular resolution, in the manner set out in clause 32.5 or clause 32.6.
- 32.5 **Full Members** may sign:
- (a) a single document setting out the circular resolution and containing a statement that they agree to the resolution, or
 - (b) separate copies of that document, as long as the wording is the same in each copy.
- 32.6 The **company** may send a circular resolution by email to **full members** and **full members** may agree by sending a reply email to that effect, including the text of the resolution in their reply.

Voting at general meetings

33. Voting on a resolution

- 33.1 A resolution of **members** (excluding a **special resolution**) must be passed by a majority (over half) of the votes cast by **full members** present and entitled to vote on the resolution.
- 33.2 Each **full member** has one vote.

34. How voting is carried out

- 34.1 Subject to clauses 34.2 and 35, the chairperson will decide before a vote is held how voting will be carried out.
- 34.2 Voting must be conducted and decided by:
- (a) a show of hands
 - (b) a vote in writing, or
 - (c) another method chosen by the chairperson that is fair and reasonable in the circumstances.
- 34.3 Before a vote is taken, the chairperson must state whether any proxy votes have been received and, if so, how the proxy votes will be cast.
- 34.4 On a show of hands, the chairperson's decision is conclusive evidence of the result of the vote.
- 34.5 The chairperson and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands.

35. When and how a vote in writing must be held

- 35.1 A vote in writing may be demanded on any resolution instead of or after a vote by a show of hands by:
- (a) at least five **full members present**, or
 - (b) **full members present** with at least 5% of the votes that may be passed on the resolution on the vote in writing (worked out as at the midnight before the vote in writing is demanded), or
 - (c) the chairperson.
- 35.2 A vote in writing must be taken when and how the chairperson directs, unless clause 35.3 applies.

- 35.3 A vote in writing must be held immediately if it is demanded under clause 35.1:
- (a) for the election of a chairperson under clause 27.2, or
 - (b) to decide whether to adjourn the meeting in accordance with clause 29.
- 35.4 A demand for a vote in writing may be withdrawn.

36. Challenge to member's right to vote

- 36.1 A **full member** or the chairperson may only challenge a person's right to vote at a **general meeting** at that meeting.
- 36.2 If a challenge is made under clause 36.1, the chairperson must decide whether or not the person may vote. The chairperson's decision is final.

37. Appointment of proxy

- 37.1 A **member** may appoint a member, officer, executive or other employee as a proxy to attend and vote at a **general meeting** on their behalf.
- 37.2 A proxy appointed to attend for a **member**, and vote for a **full member**, has the same rights as the **member** to:
- (a) speak at the meeting
 - (b) vote in a vote in writing (but only to the extent allowed by the appointment), and
 - (c) join in to demand a vote in writing under clause 35.1.
- 37.3 An appointment of proxy (proxy form) in the same or similar form to the proxy form in Schedule 1 must be signed by the **member** appointing the proxy and must contain:
- (a) the **member's** name, address and contact details (including phone number and email)
 - (b) the **company's** name
 - (c) the proxy's name, contact details (including phone number and email) and the office held by the proxy within the **member's** organisation, and
 - (d) the meeting(s) at which the appointment may be used.
- 37.4 A proxy must be appointed or re-appointed prior to every meeting following the procedure in this clause.
- 37.5 Proxy forms must be received by the **company** at the address stated in the notice under clause 23.4(d) or at the **company's** registered address at least 48 hours before a meeting, unless otherwise approved or agreed by the **company**.
- 37.6 Only in extenuating circumstances where a **full member's** representative cannot reasonably attend the meeting and a proxy from within the **full member's** organisation cannot reasonably be appointed pursuant to this clause, the **full member** may notify the **company** in writing at the address stated in the notice under clause 23.4(d), or at the **company's** registered address, of the **full members** vote for each of the resolution(s) or **special resolutions** identified in the notice of meeting.
- (a) For the purposes of clause 33.1, the **full member** is taken to be present when submitting a written vote(s) in accordance with this clause.
 - (b) Such written vote(s) must be received by the **company** at least 48 hours before a meeting.
- 37.7 A proxy does not have the authority to speak for a **member** or vote for a **full member** at a meeting while the **member** is at the meeting.
- 37.8 Unless the **company** receives written notice before the start or resumption of a **general meeting** at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the appointing **full member**:
- (a) revokes the proxy's appointment, or
 - (b) revokes the authority of a representative or agent who appointed the proxy.
- 37.9 A proxy appointment may specify the way the proxy must vote on a particular resolution.

38. Voting by proxy

- 38.1 A proxy is not entitled to vote on a show of hands.
- 38.2 When a vote in writing is held, a proxy:
- (a) does not need to vote, unless the proxy appointment specifies the way they must vote
 - (b) if the way they must vote is specified on the proxy form, must vote that way, and
 - (c) if the proxy holds more than one proxy, may cast the votes held in different ways.

Directors

39. Number of directors

- 39.1 The **company** must have seven directors. All the directors must be **Indigenous persons** residing in Australia and appointed based on their ability to advance the purposes of the **company**.
- 39.2 The **company** may from time to time by **special resolution of full members** increase or reduce the number of directors.

40. Election and appointment of directors

- 40.1 The **initial directors** are the people who have agreed to act as directors and who are named as proposed directors in the application for registration of the **company**.
- 40.2 Apart from the initial directors and directors appointed under clause 40.5, the **full members** may elect a director by a resolution passed in a **general meeting**.
- 40.3 Each of the directors must be appointed by a separate resolution, unless in the circumstances the **elected chairperson** determines that the appointments may be voted on together.
- 40.4 A person is eligible for election as a director of the **company** if they:
- (a) are a representative of a **full member** of the **company** (appointed under clause 15), or
 - (b) are nominated by a **full member** or representative of a **full member** entitled to vote, from within the **full member's** organisation, including a member, officer, executive or other employee of the **full member**,
- and
- (c) are an **Indigenous person**,
 - (d) are not an employee of the **company**,
 - (e) submit a written nomination to act as a director in such form and at such time as the **company** determines, accompanied by:
 - (i) a resume outlining the skills and abilities that they can offer to the **company** to ensure effective governance of the **company** and to advance the purposes of the **company**, and
 - (ii) a signed consent to act as a director of the **company**, and
 - (f) are not ineligible to be a director under the **Corporations Act** or the **ACNC Act**.
- 40.5 The directors may appoint a person as a director to fill a casual vacancy if that person:
- (a) is a representative of a **full member** of the **company** (appointed under clause 15), or
 - (b) is nominated by a **full member** or representative of a **full member** entitled to vote, from within the **full member's** organisation, including a member, officer, executive or other employee of the **full member**,
- and

- (c) is not an employee of the **company**,
 - (d) submits a written nomination to act as a director in such form and at such time as the **board** determine, accompanied by:
 - (i) a resume outlining the skills and abilities that they can offer to the **company** to ensure effective governance of the **company** and to advance the purposes of the **company**, and
 - (ii) a signed consent to act as a director of the **company**, and
 - (e) is not ineligible to be a director under the **Corporations Act** or the **ACNC Act**.
- 40.6 If the number of directors is reduced to fewer than seven or is less than the number required for a quorum, the continuing directors may act for the purpose of increasing the number of directors to seven or calling a **general meeting**, but for no other purpose.

41. Election of chairperson

The **board** must elect a director as the **company's elected chairperson**.

42. Term of office

- 42.1 At the first **annual general meeting** of the **company**:
- (a) the **initial directors** described in clause 40.1 must retire, and
 - (b) to bring into effect a system of rotation of the **board**, 3 directors will be appointed to hold office until the next **annual general meeting** only and then must retire.
- 42.2 At each subsequent **annual general meeting**:
- (a) any director appointed by the **board** to fill a casual vacancy must retire, and
 - (b) any director whose term has or will expire under clauses 42.5 and 42.7 must retire, and
 - (c) such other number of directors required to ensure that at least 2 directors retire.
- 42.3 The directors who must retire at each **annual general meeting** under clause 42.2(b) will be the directors who have been longest in office since last being elected. Where directors were elected on the same day, the director(s) to retire will be decided by lot unless they agree otherwise.
- 42.4 Other than a director appointed under clause 40.5, a director's term of office starts at the end of the **annual general meeting** at which they are elected and ends at the end of the **annual general meeting** at which they retire.
- 42.5 Each director must retire at least once every two years.
- 42.6 A director who retires under clauses 42.1 or 42.2 may nominate for election or re-election, subject to clause 42.7.
- 42.7 A director who has held office for a continuous period of four years or more may only be re-appointed or re-elected after a period of at least two years, or by a **special resolution of members**.

43. When a director stops being a director

A director stops being a director if they:

- (a) give written notice of resignation as a director to the **company**
- (b) no longer fulfil the eligibility requirements in clause 40.4
- (c) die
- (d) are of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health

- (e) subject to first fulfilling the requirements in clause 17, are found by resolution of at least 75% of the **board**:
 - (i) to not be complying with their obligations under the **Corporations Act**, this constitution or the **Code of Conduct**, or
 - (ii) to be causing, have caused, or are likely to cause harm to the **company**
- (f) are removed as a director by a resolution of the **full members**
- (g) are a representative of a **member**, and that **member** stops being a **member**
- (h) are absent for 3 consecutive **board** meetings without approval from the **board**, and the **board** passes a resolution that the office of that director is vacant or
- (i) become ineligible to be a director of the **company** under the **Corporations Act** or the **ACNC Act**.

Powers of directors

44. Powers of the board

- 44.1 The **board** are responsible for managing and directing the activities of the **company** to achieve the purposes set out in clause 6.
- 44.2 The directors may use all the powers of the **company** except for powers that, under the **Corporations Act** or this constitution, may only be used by **members**.
- 44.3 The **board** must decide on the responsible financial management of the **company** including:
 - (a) any suitable written delegations of power under clause 45, and
 - (b) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
- 44.4 The **board** cannot remove a director or auditor. Directors and auditors may only be removed by a **full members'** resolution at a **general meeting**.

45. Delegation of board powers

- 45.1 The **board** may delegate any of their powers and functions to a committee, a director, an employee of the **company** (such as a chief executive officer) or any other person, as they consider appropriate.
- 45.2 The delegation must be recorded in the **company's** minute book.
- 45.3 The **board** may at any time revoke any delegation of power.

46. Payments to directors

- 46.1 The **company** may remunerate the directors for their services as a director out of the funds of the **company**, such amount to be fixed from time to time by the **full members** in **general meeting**.
- 46.2 The **company** may:
 - (a) pay a director for work they do for the **company**, other than as a director, if the amount is no more than a reasonable fee for the work done, or
 - (b) reimburse a director for expenses properly incurred by the director in connection with the affairs of the **company**, including reasonable travel, accommodation and other expenses incurred in consequence of their attendance at meetings.
- 46.3 Any payment made under clause 46.1 must be approved by the **board**.
- 46.4 The **company** may pay premiums for insurance indemnifying directors, as allowed for by law (including the **Corporations Act**) and this constitution.

47. Execution of documents

The **company** may execute a document without using a common seal if the document is signed by:

- (a) two directors of the **company**, or
- (b) a director and the secretary.

Duties of directors

48. Duties of directors

The directors must comply with their duties as directors under legislation and common law (judge-made law), and with the duties described in governance standard 5 of the regulations made under the **ACNC Act** which are:

- (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the **company**
- (b) to act in good faith in the best interests of the **company** and to further the charitable purpose(s) of the **company** set out in clause 6
- (c) not to misuse their position as a director
- (d) not to misuse information they gain in their role as a director
- (e) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 49
- (f) to ensure that the financial affairs of the **company** are managed responsibly, and
- (g) not to allow the **company** to operate while it is insolvent.

49. Conflicts of interest

49.1 A director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a **board** meeting (or that is proposed in a circular resolution):

- (a) to the other directors, or
- (b) if all of the directors have the same conflict of interest, to the **members** at the next **general meeting**, or at an earlier time if reasonable to do so.

49.2 The disclosure of a conflict of interest by a director must be recorded in the minutes of the meeting.

49.3 Each director who has a material personal interest in a matter that is being considered at a **board** meeting (or that is proposed in a circular resolution) must not, except as provided under clauses 49.4:

- (a) be present at the meeting while the matter is being discussed, or
- (b) vote on the matter.

49.4 A director may still be present and vote if:

- (a) their interest arises because they are a representative of a **member** of the **company**, and the other **members** have the same interest
- (b) their interest relates to an insurance contract that insures, or would insure, the director against liabilities that the director incurs as a director of the **company** (see clause 67)
- (c) their interest relates to a payment by the **company** under clause 66 (indemnity), or any contract relating to an indemnity that is allowed under the **Corporations Act**

- (d) the Australian Securities and Investments Commission (ASIC) makes an order allowing the director to vote on the matter, or
- (e) the directors who do not have a material personal interest in the matter pass a resolution that:
 - (i) identifies the director, the nature and extent of the director's interest in the matter and how it relates to the affairs of the **company**, and
 - (ii) says that those directors are satisfied that the interest should not stop the director from voting or being present.

Board meetings

50. When the board meets

The **board** may decide how often, where and when they meet.

51. Calling board meetings

- 51.1 A director may call a **board** meeting by giving reasonable notice to all of the other directors.
- 51.2 A director may give notice in writing or by any other means of communication that has previously been agreed to by all of the directors.

52. Chairperson for board meetings

- 52.1 The **elected chairperson** is entitled to chair **board** meetings.
- 52.2 The directors at a **board** meeting may choose a director to be the chairperson for that meeting if the **elected chairperson** is:
 - (a) not present within 30 minutes after the starting time set for the meeting, or
 - (b) present but does not want to act as chairperson of the meeting.

53. Quorum at board meetings

- 53.1 Unless the directors determine otherwise, the quorum for a **board** meeting is a majority (more than 50%) of directors.
- 53.2 A quorum must be present for the whole **board** meeting.

54. Using technology to hold board meetings

- 54.1 The directors may hold their **board** meetings by using any technology (such as video or teleconferencing) that is agreed to by all of the directors.
- 54.2 The directors' agreement may be a standing (ongoing) one.
- 54.3 A director may only withdraw their consent within a reasonable period before the meeting.

55. Passing board resolutions

A resolution of the **board** must be passed by a majority of the votes cast by directors present and entitled to vote on the resolution.

56. Circular resolutions of directors

- 56.1 The directors may pass a circular resolution without a **board** meeting being held.
- 56.2 A circular resolution is passed if all the directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 56.3 or clause 56.4.
- 56.3 Each director may sign:

- (a) a single document setting out the resolution and containing a statement that they agree to the resolution, or
 - (b) separate copies of that document, as long as the wording of the resolution is the same in each copy.
- 56.4 The **company** on behalf of the **board** may send a circular resolution by email to the directors and the directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.
- 56.5 A circular resolution is passed when the last director signs or otherwise agrees to the resolution in the manner set out in clause 56.3 or clause 56.4.

Secretary

57. Appointment and role of secretary

- 57.1 The **company** must have at least one secretary, who may also be a director.
- 57.2 A secretary must be appointed by the **board** (after giving the **company** their signed consent to act as secretary of the **company**) and may be removed by the directors.
- 57.3 The **board** must decide the terms and conditions under which the secretary is appointed, including any remuneration.
- 57.4 The role of the secretary includes:
- (a) maintaining a register of the **company's members**, and
 - (b) maintaining the minutes and other records of **general meetings** (including notices of meetings), **board** meetings and circular resolutions.

Minutes and records

58. Minutes and records

- 58.1 The **company** must, within one month, make and keep the following records:
- (a) minutes of proceedings and resolutions of **general meetings**
 - (b) minutes of circular resolutions of **members**
 - (c) a copy of a notice of each **general meeting**, and
 - (d) a copy of a members' statement distributed to **members** under clause 31.
- 58.2 The **company** must, within one month, make and keep the following records:
- (a) minutes of proceedings and resolutions of **board** meetings (including meetings of any committees), and
 - (b) minutes of circular resolutions of directors.
- 58.3 To allow **members** to inspect the **company's** records:
- (a) the **company** must give a **member** access to the records set out in clause 58.1, and
 - (b) the **board** may authorise a **member** to inspect other records of the **company**, including records referred to in clause 58.2 and clause 59.1.
- 58.4 The **board** must ensure that minutes of a **general meeting** or a **board** meeting are signed within a reasonable time after the meeting by:
- (a) the chairperson of the meeting, or
 - (b) the chairperson of the next meeting.
- 58.5 The **board** must ensure that minutes of the passing of a circular resolution (of **members** or **board**) are signed by a director within a reasonable time after the resolution is passed.

59. Financial and related records

- 59.1 The **company** must make and keep written financial records that:

- (a) correctly record and explain its transactions and financial position and performance, and
 - (b) enable true and fair financial statements to be prepared and to be audited.
- 59.2 The **company** must also keep written records that correctly record its operations.
- 59.3 The **company** must retain its records for at least 7 years.
- 59.4 The **board** must take reasonable steps to ensure that the **company's** records are kept safe.

By-laws

60. By-laws

- 60.1 The **board** may pass a resolution to make by-laws to give effect to this constitution.
- 60.2 Members and directors must comply with by-laws as if they were part of this constitution.

Notice

61. What is notice

- 61.1 Anything written to or from the **company** under any clause in this constitution is written notice and is subject to clauses 62 to 64, unless specified otherwise.
- 61.2 Clauses 62 to 64 do not apply to a notice of proxy under clause 37.5.

62. Notice to the company

Written notice or any communication under this constitution may be given to the **company**, the **board** or the secretary by:

- (a) delivering it to the **company's** registered office
- (b) posting it to the **company's** registered office or to another address chosen by the **company** for notice to be provided
- (c) sending it to an email address or other electronic address notified by the **company** to the **members** as the **company's** email address or other electronic address, or
- (d) sending it to the fax number notified by the **company** to the **members** as the **company's** fax number.

63. Notice to members

- 63.1 Written notice or any communication under this constitution may be given to a **member**:
- (a) in person to the **member's** representative
 - (b) by posting it to, or leaving it at the address of the **member** in the register of members or an alternative address (if any) nominated by the **member** for service of notices
 - (c) sending it to the email or other electronic address nominated by the **member** as an alternative address for service of notices (if any)
 - (d) sending it to the fax number nominated by the **member** as an alternative address for service of notices (if any), or
 - (e) if agreed to by the **member**, by notifying the **member** at an email or other electronic address nominated by the **member**, that the notice is available at a specified place or address (including an electronic address).
- 63.2 If the **company** does not have an address for the **member**, the **company** is not required to give notice in person.

64. When notice is taken to be given

A notice:

- (a) delivered in person, or left at the recipient's address, is taken to be given on the day it is delivered
- (b) sent by post, is taken to be given on the seventh day after it is posted with the correct payment of postage costs
- (c) sent by email, fax or other electronic method, is taken to be given on the business day after it is sent, and
- (d) given under clause 63.1(e) is taken to be given on the business day after the notification that the notice is available is sent.

Financial year

65. Company's financial year

The **company's** financial year is from 1 July to 30 June, unless the directors pass a resolution to change the financial year.

Indemnity, insurance and access

66. Indemnity

- 66.1 The **company** indemnifies each officer of the **company** out of the assets of the **company**, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the **company**.
- 66.2 In this clause, 'officer' means a director or secretary and includes a director or secretary after they have ceased to hold that office.
- 66.3 In this clause, 'to the relevant extent' means:
 - (a) to the extent that the **company** is not precluded by law (including the **Corporations Act**) from doing so, and
 - (b) for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).
- 66.4 The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the **company**.

67. Insurance

To the extent permitted by law (including the **Corporations Act**), and if the **board** consider it appropriate, the **company** may pay to insure a person who is or has been an officer of the **company** against any liability incurred by the person as an officer of the **company**.

68. Directors' access to documents

- 68.1 A director has a right of access to the financial records of the **company** at all reasonable times.
- 68.2 If the **board** agree, the **company** must give a director or former director access to:
 - (a) certain documents, including documents provided for or available to the **board**, and
 - (b) any other documents referred to in those documents.

Winding up

69. Surplus assets not to be distributed to members

If the **company** is wound up, any **surplus assets** must not be distributed to a **member** or a former **member** of the **company**, unless that **member** or former **member** is a charity described in clause 70.1.

70. Distribution of surplus assets

- 70.1 Subject to the **Corporations Act** and any other applicable Act, and any court order, any **surplus assets** (including 'gift funds' defined in clause 70.4) that remain after the **company** is wound up must be distributed to one or more charities:
- (a) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 6,
 - (b) which also prohibit the distribution of any **surplus assets** to its **members** to at least the same extent as the **company**, and
 - (c) in the event the **company** is endorsed as a deductible gift recipient, that is or are deductible gift recipients within the meaning of the Income Tax Assessment Act 1997 (Cth).
- 70.2 The decision as to the charity or charities to be given the **surplus assets** must be made by a **special resolution** of **members** at or before the time of winding up. If the **members** do not make this decision, the **company** may apply to the Supreme Court to make this decision.
- 70.3 In the event the **company** is endorsed as a deductible gift recipient, if the **company's** deductible gift recipient endorsement is revoked (whether or not the company is to be wound up), any surplus gift funds must be transferred to one or more charities that meet the requirements of clause 70.1(a), (b) and (c), as decided by the **board**.
- 70.4 For the purpose of this clause:
- (a) 'gift funds' means:
 - (i) gifts of money or property for the principal purpose of the **company**
 - (ii) contributions made in relation to a fund-raising event held for the principal purpose of the **company**, and
 - (iii) money received by the **company** because of such gifts and contributions
 - (b) 'contributions' and 'fund-raising event' have the same meaning as in Division 30 of the *Income Tax Assessment Act 1997* (Cth).

Definitions and interpretation

71. Definitions

In this constitution:

"ACNC Act" means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth);

"agent" means an individual or organisation engaged to act for and on behalf of an **Indigenous proponent** or **Indigenous producer** to manage a carbon project and/or make sales of carbon credits in the interests of the **Indigenous proponent** or **Indigenous producer**.

"aggregator" means an agent, project developer, holding company or other entity, that brings together multiple emission sources and/or project sites into one project;

"annual general meeting" means the annual meeting of **members** at which those items in clause 21 are addressed;

"associate member" has the meaning given to it under clause 11.5;

“board” means the **company** board of directors;

“broker” means an individual or organisation that brokers sales of carbon credits for a fee or commission whether on a one-off or ongoing basis;

“Code of Conduct” means the company code of conduct, as developed and amended from time to time;

“company” means the **company** referred to in clause 1;

“Corporations Act” means the *Corporations Act 2001* (Cth);

“elected chairperson” means a person elected by the **board** to be the **company’s** chairperson under clause 41;

“extraordinary general meeting” means any **general meeting** of **members** that is not an **annual general meeting**;

“full member” has the meaning given to it under clause 11.4;

“full member present” means, in connection with a **general meeting**, a **full member present** by representative or by proxy at the venue(s) for the meeting;

“general meeting” means a meeting of **members** and includes the **annual general meeting** and **extraordinary general meetings**;

“initial member” means an organisation which is named in the application for registration of the **company**, with their consent, as a proposed **member** of the **company**;

“Indigenous person/s” means a person of Australian Aboriginal or Torres Strait Islander descent who identifies as such and is recognised and accepted as such by an Aboriginal or Torres Strait Islander community;

“Indigenous Land Council” means a statutory or other authority representing Indigenous interests and furthering the aspirations of Indigenous communities at federal, state or territory level;

“Indigenous organisation” means an incorporated organisation or entity that:

- (a) is majority-owned and controlled by Indigenous person/s, or
- (b) is a registered Aboriginal or Torres Strait Islander corporation, or
- (c) is a community-recognised Indigenous representative body, or
- (d) is a Registered Aboriginal Party, Prescribed Body Corporate, Native Title Representative Body, Registered Native Title Body Corporate, as those terms are generally understood;

“Indigenous producer” means an **Indigenous organisation** or **Indigenous producer group** that can demonstrate to the **company’s** satisfaction that they undertake land and sea management practices that produce carbon credits;

“Indigenous producer group” means a recognised Indigenous ~~ranger~~ group (e.g. ranger group) run by an **Indigenous organisation** or **Indigenous Land Council**, undertaking land and sea management practices that produce carbon credits;

“Indigenous proponent” means, in relation to a carbon project, the **Indigenous organisation** who is responsible for and has the legal right to carry out the project;

“members” mean collectively **full members** and **associate members** of the **company**;

“registered charity” means a charity that is registered under the **ACNC Act**;

“special resolution” means a resolution:

- i. of which notice has been given under clause 23.4(c), and
- ii. that has been passed by at least 75% of the votes cast by **full members present** and entitled to vote on the resolution; and

“surplus assets” means any assets of the **company** that remain after paying all debts and other liabilities of the **company**, including the costs of winding up.

“trader” means an individual or organisation that establishes and maintains relationships between buyers and sellers of Australian carbon credits, usually for a set fee or commission.

72. Reading this constitution with the Corporations Act

- 72.1 The replaceable rules set out in the **Corporations Act** do not apply to the **company**.
- 72.2 While the **company** is a **registered charity**, the **ACNC Act** and the **Corporations Act** override any clauses in this constitution which are inconsistent with those Acts.
- 72.3 If the **company** is not a **registered charity** (even if it remains a charity), the **Corporations Act** overrides any clause in this constitution which is inconsistent with that Act.
- 72.4 A word or expression that is defined in the **Corporations Act**, or used in that Act and covering the same subject, has the same meaning as in this constitution.

73. Interpretation

In this constitution:

- (a) the words ‘including’, ‘for example’, or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression, and
- (b) reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations).

Schedule 1—Appointment of proxy form

Indigenous Carbon Industry Network Ltd (ACN: _____)

Appointment of Proxy

The organisation, _____ (name of **member org**)
of _____ (address of **member org**)
_____ (name of representative)
_____ (phone)
_____ (email)

is a **member** of the **company**.

The **member** appoints _____ (full name of proxy)
_____ (position in **member org**)
of _____ (address of proxy)
_____ (phone of proxy)
_____ (email of proxy)

as the **member's** proxy to vote for the **member** on the **member's** behalf at the general meeting of the **company** (**annual general meeting** or other **general meeting**, as the case may be) to be held on
/ / (insert date of meeting) and at any adjournment of that meeting.

If specified below, the proxy must vote on the identified resolutions in the following way:

Resolution _____ (for / against)
Resolution _____ (for / against)
Resolution _____ (for / against)

Signature of representative of
member appointing proxy:

Print Name:

Date:

*Please return completed proxy form to the **company** at least 48 hours before the meeting.*