

Constitution

Link Wentworth Housing Limited

ACN 003 084 928

(Company)

A Company Limited by Guarantee

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Constitution unless a contrary intention appears:

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth), or any other legislation relating to the establishment or operation of an Australian charities commission and/or a national regulatory framework and /or national education body or otherwise for the not-for-profit sector, or any other such legislation and any rulings or requirements of the Commissioner of the Australian Charities and Not-for-profits Commission under that Act, or any commissioner or body under any other such legislation, having application to the Company;

Alternate Director means a person appointed as an alternate Director under clause 20.1;

Board means the Directors acting together as a board;

Chair means the Chair appointed under clause 19.1 (including a Director appointed as Initial Chair);

Charitable Fundraising Act means the legislation of any State or Territory of Australia, or the Commonwealth of Australia, regulating the raising of funds for charitable purposes and applicable to the Company, which may, for example, include the *Charitable Fundraising Act 1991* (NSW);

Charity Legislation means any law relating to the regulation of charities or not-for-profit entities applicable to the Company, including the Charitable Fundraising Act, the ITAA 97, section 150 of the Corporations Act and the ACNC Act;

Committee means a committee of Directors constituted under clause 16;

Company means **Link Wentworth Housing Limited**, being an Australian Public Company Limited by Guarantee established under the Corporations Act which bears the Australian Company Number ACN 003 084 928;

Constitution means this Constitution as amended from time to time and a reference to a clause is a reference to a clause of this Constitution;

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

Deputy Chair means the Deputy Chair appointed under clause 19.1;

Director means a person holding office as Director of the Company from time to time;

Directors means all or some of the persons holding office as Directors of the Company;

Executive Director means a Director who has been appointed by the Members pursuant to the power described in clause 11.1(b);

General Meeting means a meeting of the Members of the Company;

Initial Chair has the meaning given in clause 11.1(g)(iii);

ITAA 97 means the *Income Tax Assessment Act 1997* (Cth);

Member means a member of the Company from time to time, and includes where the context requires, a Member present in person or by proxy, attorney or Representative, and

Membership has a corresponding meaning;

Merger means the merger of the undertakings of the Company and Wentworth Community Housing Limited ACN 003 076 337 pursuant to a Merger Agreement between them dated [●];

Register means the register of Members under the Corporations Act and if appropriate includes a branch register;

Registered Office means the registered office for the time being of the Company;

Related Body Corporate has the same meaning it has in the Corporations Act;

Representative means a person appointed to represent a corporate Member at a general meeting of the Company from time to time in accordance with the Corporations Act;

Rule means a rule made by the Board in accordance with clause 14; and

Secretary means a person appointed as a secretary of the Company from time to time and includes an honorary Secretary and where appropriate includes an acting secretary and a person appointed by the Directors to perform all or any of the duties of a secretary of the Company.

1.2 Interpretation

In this Constitution unless the contrary intention appears:

- (a) words importing any gender include all other genders;
- (b) the singular includes the plural and vice versa;
- (c) words or expressions defined in the Corporations Act or the Charity Legislation, have those meanings;
- (d) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority or trust, state or government agency;
- (e) a reference to a law includes regulations and instruments made under the law;
- (f) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth of Australia or otherwise;
- (g) a power, an authority or a discretion reposed in a Director, the Directors, the company in general meeting or a Member may be exercised at any time and from time to time;
- (h) 'writing' and 'written' includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (a) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (i) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia.

1.3 Signing

Where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions, or in any other manner approved by the Directors.

1.4 Corporations Act

In this Constitution unless the contrary intention appears:

- (a) an expression in this Constitution that is defined in section 9 of the Corporations Act has the same meaning in this Constitution as it is given in that provision of the Corporations Act; and

- (b) unless the context otherwise requires, 'section' means a section of the Corporations Act.

1.5 **Headings**

Headings are inserted for convenience and are not to affect the interpretation of this Constitution.

1.6 **Replaceable rules do not apply**

Except as provided in clause 9.1 by which a number of the provisions of Part 2G.2 apply, the provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

2. **PURPOSE OF THE COMPANY**

2.1 **Objects**

The object of the Company is to provide benevolent relief to persons in Australia suffering from poverty, distress, sickness, suffering, misfortune, destitution, disability or helplessness, regardless of their race, creed, colour or gender, by any means, including:

- (a) providing emergency, low rental, subsidised or otherwise affordable and well-managed charitable housing;
- (b) facilitating access to other assistance and social services, such as programs relating to financial literacy, housing independence and sustainable employment to relieve poverty, distress or disadvantage;
- (c) working collaboratively with government and non-government organisations to create and build socially inclusive communities that provide for improved economic, educational and social opportunities and outcomes to relieve poverty, distress or disadvantage;
- (d) increasing and optimising the quantity and quality of emergency, low rental, subsidised or otherwise affordable charitable housing;
- (e) raising income through the provision of, property investment and management services, including the provision of properties for sale or rental in the general housing market, as a means of achieving, or in pursuit of, the charitable object of the Company;
- (f) finding and implementing solutions to homelessness, including working with homeless people to transition them to suitable, affordable and sustainable housing; and
- (g) doing such other things as are incidental or conducive to the attainment of the charitable object of the Company.

3. **POWERS**

The Company has the legal capacity and powers of a natural person and also has all the powers of a Corporation under the Corporations Act. The Company may do all or any of the things authorised by the Corporations Act and Charity Legislation.

4. **APPLICATION OF INCOME FOR OBJECTS ONLY**

4.1 **Profits**

- (a) The assets and income of the Company will be applied solely in furtherance of the objects of the company as set out in clause 2.1.

- (b) No part of the assets or income of the Company shall be distributed directly or indirectly to any Member except as bona fide compensation for services rendered to, or expenses incurred on behalf of, the Company.

4.2 **Payment in good faith to a Member**

Clause 4.1 does not prevent payment being made in good faith to a Member, or to a firm of which a Member is a partner:

- (a) of remuneration for services to the Company;
- (b) for goods and services supplied in the ordinary course of business;
- (c) of interest on money borrowed from a Member at a rate not exceeding that fixed for the purposes of this clause by the Company in a general meeting; or
- (d) of a reasonable rent for premises let to the Company by a Member.

4.3 **Remuneration of Directors**

The Directors may be remunerated out of the funds of the Company for their services as Directors, provided that no part of the remuneration which is payable to the Directors may be paid to an Executive Director. Any payment to a Director must be approved by the Directors by ordinary resolution of the Board and fall within the aggregate amount available for director remuneration.

4.4 **Expenses of Directors**

A Director is entitled to be reimbursed out of the funds of the Company for reasonable expenses and costs incurred when engaged on business of the Company. This may include travel, attending courses and training.

5. **DEDUCTIBLE GIFT RECIPIENT STATUS**

If at any time the Company has the status of a company to which gifts can be deducted under the ITAA 97, any provisions which from time to time are required in order to maintain the status of the Company as a company to which gifts can be deducted under the ITAA 97 are deemed to form part of this Constitution

6. **WINDING UP**

6.1 **Contributions by members**

Each Member undertakes to contribute to the Company's property, if called upon to do so, up to the sum of \$100.00 if the Company is wound up while the Member concerned is a Member, or within one year after the Member ceases to be a Member, for:

- (a) payment of the Company's debts and liabilities contracted before the Member concerned ceased to be a Member;
- (b) the costs of winding up; and
- (c) adjustment of the rights of the contributories amongst themselves.

6.2 **Application of Property**

- (a) Subject to the Corporations Act and any applicable Charity Legislation or other law, and any court order, upon the winding up of the Company, all of its remaining community housing assets and the net surplus assets and income of the Company (including 'gift funds' defined in clause 6.2(c)(ii)), after payment of or provision being made for all debts and liabilities of the Company, must be transferred:

- (i) in respect of the net surplus assets and income of the Company that are not community housing assets, to one or more registered charities (whether or not a registered community housing provider) each of which has similar purposes to those of the Company, is not carried on for the purposes of profit or gain to its members and which also prohibit the distribution of any surplus assets to its members to at least the same extent as the company;
 - (ii) in respect of remaining community housing assets and any other net surplus assets and income of the Company, to one or more registered community housing providers each of which has similar purposes to those of the Company, is not carried on for the purposes of profit or gain to its members and which also prohibit the distribution of any surplus assets to its members to at least the same extent as the company; or
 - (iii) a Housing Agency, in a participating jurisdiction in which the assets are located,
as may be selected by the Directors or, if they are unable to decide, selected by the Members.
- (b) Any charity, community housing provider or Housing Agency to which a transfer of any assets, net surplus assets or income of the Company is made, must:
- (i) have deductible gift recipient status at the time of transfer; and
 - (ii) be exempt from income tax under the ITAA 97.
- (c) In this clause 6.2:
- (i) 'community housing asset', 'registered community housing provider', 'Housing Agency' and 'participating jurisdiction' have the meaning given to those expressions in the Community Housing Providers National Law enacted by the *Community Housing Providers (Adoption of the National Law) Act 2012* (NSW);
 - (ii) 'gift funds' means:
 - (A) gifts of money or property for the principal purpose of the Company;
 - (B) contributions described in item 7 or 8 of the table in section 30-15 of the ITAA 97 made in relation to a fund-raising event held for the principal purpose of the Company; and
 - (C) money received by the Company because of such gifts and contributions,
where 'contributions' and 'fund-raising event' have the same meaning as in Division 30 of the ITAA97.
- (d) If the endorsement of the Company as a deductible gift recipient is revoked (whether or not the Company is to be wound up), any surplus gift funds must be transferred to one or more charities, community housing providers or Housing Agencies that meet the requirements of clauses 6.2(a) and 6.2(b).
- (e) With respect to those of the Company's community housing assets remaining after payment of liabilities on a winding up, all such assets must be transferred only to another registered community housing provider or to a Housing Agency in the jurisdiction in which each such asset is located.

7. MEMBERSHIP

7.1 Number of members

- (a) The minimum number of Members will be twenty (20) or such greater number as the Directors determine from time to time, subject to that number complying with the Corporations Act.
- (b) Any person who the Directors admit to Membership under clause 7.3 and whose name is entered into the Register is a Member of the Company, until such time as that person ceases to be a Member in accordance with clause 8.

7.2 Admission as a member

The Directors may admit any person as a Member if the person is eligible under clause 7.3, is supportive of the objectives of the Company, and agrees to be bound by this Constitution in any manner the Directors determine.

7.3 Membership Criteria

- (a) To be eligible to be a Member, a person must:
 - (i) be proposed and seconded by an existing Member;
 - (ii) consent in writing to become a Member of the Company; and
 - (iii) be approved by an ordinary resolution of Directors.
- (b) A paid employee of the Company or any other person who is in receipt of wages or a salary from the Company is not eligible to be a Member.

7.4 Membership Admission Process

- (a) The application for Membership must be made:
 - (i) in writing, signed by the applicant; and
 - (ii) in such form as the Directors from time to time prescribe.
- (b) Each application for Membership must be considered by the Directors at a meeting of Directors occurring after the application is made. At that meeting the Directors must determine whether to admit the applicant to Membership of the Company or whether to reject the application.
- (c) When an applicant has been accepted or rejected for Membership, the Secretary must immediately notify the applicant of the decision of the Directors.

7.5 Directors' discretion to admit or refuse admission as a Member

The Directors have the discretion to refuse any person admission as a Member without being required to give any reason for their decision, and the decision of the Directors shall be final and binding.

8. CEASING TO BE A MEMBER

8.1 Cessation of membership

A Member ceases to be a Member:

- (a) on the death of the Member; or
- (b) if the Member resigns by written notice to the Company and any such notice shall have effect on receipt of the notice by the Company or from any date specified in the notice but not more than seven days after the service of the notice; or

- (c) on becoming of unsound mind or having his or her personal estate liable to be dealt with in any way under a law related to mental health; or
- (d) on becoming insolvent or under external administration; or
- (e) on the passing of an ordinary resolution by the Members that proposes the termination of the Membership of the Member.

8.2 Censuring, suspension or expulsion of Member

If any Member wilfully refuses or neglects to comply with the provisions of this Constitution, fails to discharge his or her obligation to the Company, whether prescribed by this Constitution or arising out of any contract, is guilty of conduct detrimental to the Company or acts in a manner which in the opinion of the Directors is prejudicial to the interests of the Company, the Directors may by resolution censure, suspend or expel the Member from the Company, provided that the following procedure is observed:

- (a) at least two weeks before the Directors' meeting at which the resolution is passed, the Member must be given notice of the meeting setting out:
 - (i) the allegations against the Member for which the Directors are considering censure, suspension or expulsion; and
 - (ii) the intended resolution;
- (b) at the Directors' meeting, and before the passing of the resolution, the Member must be given an opportunity of giving, orally or in writing, any explanation the Member thinks fit;
- (c) the Member may elect to have the question dealt with by the Company in general meeting, by notice in writing lodged with the Secretary at least 24 hours before the time for holding of the Directors' meeting at which the resolution is to be considered by the Directors;
- (d) if the Member gives a notice under clause 8.2(c):
 - (i) no resolution of the Directors on that matter is effective;
 - (ii) a general meeting of the Company must be called for the purpose of considering the resolution set out in the notice originally given to the Member under clause 8.2(a);
 - (iii) a copy of the notice detailing the allegations which was given to the Member pursuant to clause 8.2(a), together with any responses from the Member and any further information that the Directors consider appropriate to circulate, will be given to Members so that they are able to make a fully informed decision; and
 - (iv) if, at the general meeting, a resolution is passed by a majority of at least two-thirds of those present and voting (the vote is to be taken by ballot), the Member concerned must be dealt with in accordance with the resolution; and
- (e) in the case of a resolution passed by the Directors or in general meeting for the Member's expulsion under this clause, the Membership of the Member automatically terminates, in which case the Member ceases to be a Member as at the date of the resolution.

8.3 **Termination or Cancellation of Membership**

The Directors may by written notice to the Member terminate the Member's Membership with immediate effect or with effect from a specified date occurring not more than 7 days after service of the notice in the event that:

- (a) the whereabouts of the Member are not presently known to the Company and have not been known to the Company for a continuous period of at least 12 months; or
- (b) a Member who is registered as a Member in accordance with 7.2 fails to demonstrate to the satisfaction of the Directors that the person continues to be interested in and supportive of the objects of the Company within 28 days after service of a notice by the Directors requiring the Member to show cause why he or she should not be removed from the Register.

8.4 **Limited liability**

The liability of the Members is limited to the amount set out in clause 6.1.

9. **GENERAL MEETINGS**

9.1 **Annual general meetings**

General Meetings of Members, including Annual General Meetings, are to be called, held and conducted in accordance with Part 2G.2 of the Corporations Act except to the extent that the provisions of that Part are lawfully and expressly amended by clauses 9 and 10 of this Constitution and where there is a difference between a provision of clause 9 or 10 of this Constitution and a provision of Part 2G.2, the provision in this Constitution shall be preferred.

9.2 **Convening a general meeting**

- (a) The Directors may call a General Meeting of the Company's Members.
- (b) The Directors must call and arrange a General Meeting of Members in accordance with Section 249D of the Corporations Act if Members with at least 5% of the votes that may be cast at the General Meeting request that a meeting be held.

9.3 **Notice of a general meeting**

Division 3 of Part 2G.2 of the Corporations Act, including the replaceable rules, applies to the calling and conduct of General Meetings of the Company including the provision that at least 21 days' notice must be given.

9.4 **Calculation of period of notice**

In computing the period of notice under clause 9.3, both the day on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

9.5 **Cancellation or postponement of general meeting**

- (a) Where a meeting of Members (including an Annual General Meeting) is convened by the Directors they may by notice, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them.
- (b) This clause 9.5 does not apply to a meeting convened in accordance with the Corporations Act by a single Director, by the Directors on the request of Members or to a meeting convened by a Court.

9.6 **Notice of cancellation or postponement of a meeting**

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

- (a) to each Member individually; and
- (b) to each other person entitled to be given notice of a meeting of the Company's Members under the Corporations Act.

9.7 **Contents of notice of postponement of meeting**

A notice of postponement of a General Meeting must specify:

- (a) the date and time for the holding of the postponed meeting;
- (b) a place for the holding of the meeting which may be either the same as or different from the place specified in the notice convening the meeting; and
- (c) if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner.

9.8 **Number of clear days for postponement of meeting**

The number of clear days from the giving of a notice postponing the holding of a General Meeting to the date specified in that notice for the holding of the postponed meeting must not be less than 21 clear days' notice of the General Meeting.

9.9 **Business at postponed meeting**

The only business that may be transacted at a General Meeting the holding of which is postponed is the business specified in the original notice convening the meeting.

9.10 **Proxy at postponed meeting**

Where by the terms of an instrument appointing a proxy:

- (a) the proxy is authorised to attend and vote at a General Meeting or General Meetings to be held on or before a specified date; and
- (b) the date for holding the General Meeting is postponed to a date later than the date specified in the instrument of proxy,

then, the proxy shall be accepted by the Company as authorising the person appointed to attend and vote at the postponed General Meeting, unless the Member appointing the proxy gives to the Company at its Registered Office notice in writing to the contrary, not less than 48 hours before the time to which the holding of the General Meeting has been postponed.

9.11 **Non-receipt of notice**

The non-receipt of notice of a General Meeting or cancellation or postponement of a general meeting by, or the accidental omission to give notice of a General Meeting or cancellation or postponement of a general meeting to, a person entitled to receive notice does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of a meeting.

9.12 **Director entitled to notice of meeting**

Every Director is entitled to receive notice of and to attend all General Meetings and is entitled to speak at those meetings.

10. **PROCEEDINGS AT GENERAL MEETINGS**

10.1 **Number of a quorum**

- (a) Subject to clause 10.4(a), the quorum for a meeting of the Company's Members is nine (9) of the current Members.

- (b) In determining whether a quorum is present, each individual attending as a proxy is to be counted, except that where an individual is attending both as a Member and as a proxy, that individual is to be counted only once for the purposes of a quorum.

10.2 Requirement for a quorum

An item of business may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it. If a quorum is present at the time the first item of business is transacted, it is taken to be present when the meeting proceeds to consider each subsequent item of business unless the Chair of the meeting (on the Chair's own motion or at the request of a Member or proxy who is present) declares otherwise.

10.3 If quorum is not present

If within fifteen minutes after the time appointed for a meeting a quorum is not present, the meeting will be adjourned to the date, time and place that the Chair 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.

10.4 Adjourned meeting

- (a) At a meeting adjourned under clause 10.3, three persons each being a Member or proxy present at the meeting are a quorum.
- (b) If a quorum is not present within fifteen minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

10.5 Appointment and powers of Chair of General Meeting

If the Directors have elected one of their number as Chair and that Director continues in office as chair of Directors, then that person is entitled to preside as Chair at a General Meeting.

10.6 Absence of Chair at General Meeting

If a General Meeting is held and:

- (a) a Chair has not been elected by the Directors; or
- (b) the elected Chair is not present within 15 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

then the following may preside as chair of the meeting (in order of precedence):

- (c) the Deputy Chair if a Director has been so elected by the Directors; or
- (d) a Director or Member elected by the Members present to preside as chair of the meeting.

10.7 Conduct of general meetings

- (a) The Chair of a general meeting:
 - (i) has charge and control of the general conduct of the meeting and of the procedures to be adopted at the meeting;
 - (ii) may require the adoption of any procedure which is, in the Chair's opinion, necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting;

- (iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the Chair considers it necessary or desirable for the proper conduct of the meeting; and
- (iv) may, if a meeting becomes disorderly or disrupted by the conduct of any person who is present at the meeting, require the person concerned to leave the meeting.

(b) A decision by the Chair under this clause 10.7 is final and binding on all Members.

10.8 **Adjournment of general meeting**

- (a) The Chair of a General Meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and any place, but:
 - (i) in exercising the discretion to do so, the Chair may, but need not, seek the approval of the Members present in person or by proxy; and
 - (ii) only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (b) Unless required by the Chair, a vote may not be taken or demanded by the Members present in person or by proxy in respect of any adjournment.

10.9 **Notice of adjourned meeting**

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for one month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

10.10 **Questions decided by majority**

Except in any case in which the Corporations Act requires that a matter be decided by a special resolution, a resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

10.11 **Equality of votes - no casting vote by Chair**

If there is an equality of votes, either on a show of hands or on a poll, then the Chair of the meeting is not entitled to a casting vote in addition to any votes to which the Chair is entitled as a Member or proxy or attorney or Representative.

10.12 **Voting on show of hands**

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) On a show of hands, a declaration by the Chair is conclusive evidence of the result. Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded in favour of or against any resolution.

10.13 **Poll**

- (a) At a meeting, at any time before the voting result on a show of hands are declared or immediately after the voting results on a show of hands are declared, a poll may be demanded in respect of any proposed resolution.
- (b) The poll may be demanded by the Chair or by at least 5 Members who are entitled to vote on the resolution.

- (c) If a poll is demanded, it must be taken in the manner and at the date and time directed by the Chair and the result of the poll is the resolution of the meeting at which the poll was demanded.
- (d) A poll on the election of a Chair or on a question of adjournment must be taken immediately.
- (e) The demand for a poll may be withdrawn.
- (f) The demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
- (g) When a poll is called for, the Chair will nominate 2 persons to count the votes for and against the resolution including any proxies which are provided to the Chair or elsewhere.
- (h) The declaration by the Chair of the outcome of the poll shall be final and binding in respect of the resolution for which the poll has been demanded.

10.14 **Votes of Members**

- (a) Every Member has one vote.
- (b) Subject to this Constitution:
 - (i) on a show of hands, each Member present in person and each other person present as a proxy of a Member has one vote; and
 - (ii) on a poll, each Member present in person has one vote and each person present as proxy of a Member has one vote for each Member that the person represents as a proxy.

10.15 **Right to appoint proxy**

- (a) A Member who is entitled to attend a meeting of the Company and to cast a vote at a meeting of the Company's Members is entitled to appoint another person who is a Member as proxy to attend in the Member's place at the meeting. A proxy has the same right as the Member to speak and vote at the meeting and to join in a demand for a poll, and may be appointed in respect of more than one meeting.
- (b) The instrument appointing a proxy must be in writing under the hand of the appointor or of his or her attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll. A Member will be entitled to instruct his or her proxy to vote in favour of or against any proposed resolutions. The proxy may vote as he thinks fit unless otherwise instructed.
- (c) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority must be deposited at the Registered Office, or at such other place as is specified for that purpose in the notice convening the meeting, or delivered by fax or any other electronic means as is specified in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default, the instrument of proxy will not be treated as valid.

- (d) A vote given in accordance with the terms of an instrument of proxy will be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no notice in writing of such death unsoundness of mind or revocation as aforesaid has been received by the Company at its Registered Office by 5pm on the day before the commencement of the meeting or adjourned meeting at which the instrument is used.

10.16 **Validity of vote in certain circumstances**

Unless the Company has received written notice of the matter before the start or resumption of the meeting at which a person votes as a proxy, attorney or Representative, a vote cast by that person is valid even if, before the person votes:

- (a) the appointing Member dies;
- (b) the appointing Member becomes of unsound mind; or
- (c) the Member revokes the appointment or authority.

10.17 **Objection to voting qualification**

- (a) An objection to the right of a person to attend or vote or to join in the demand for poll at the meeting or adjourned meeting:
 - (i) may not be raised except at that meeting or adjourned meeting; and
 - (ii) must be referred to the Chair of the meeting, whose decision is final and binding.
- (b) A vote not disallowed under the objection is valid for all purposes.

11. **DIRECTORS**

11.1 **Number, appointment and removal of Directors**

- (a) Subject to the Corporations Act and Charity Legislation and clause 11.1(d), the Members of the Company may appoint a person who is a Member to be a Director.
- (b) Subject to approval by the Board, the Members may appoint as a Director the person who is employed by the Company as its Chief Executive Officer. A Chief Executive Officer who has been appointed as and who continues to be a Director, may be known by the title of Executive Director, in addition to the title of Chief Executive Officer. Except where expressly stated otherwise, all of the provisions of this Constitution which apply to Directors shall also apply to an Executive Director.
- (c) The number of Directors, including any Executive Director, is to be not less than six (6) and not more than twelve (12).
- (d) Every Director, other than an Executive Director, must be a Member of the Company. An Executive Director shall not be a Member.
- (e) The Members may by ordinary resolution remove any Director before the expiration of that Director's period of office and may by an ordinary resolution appoint another person in the place of that Director, subject to the Corporations Act and Charity Legislation.
- (f) A Chief Executive Officer of the Company whose employment as Chief Executive Officer ceases for any reason shall also, at the same date and time, cease to be an Executive Director without any further action being required to effect the cessation of

the tenure of the Executive Director and, in particular, it shall not be necessary for the Executive Director to resign or retire or to be removed by the Members.

- (g) With effect from the date of completion of the Merger (**Merger Date**) the Board will be constituted as eleven (11) Directors comprising:
- (i) five (5) Directors who are existing Directors of the Company immediately before the Merger Date (none of whom are the Chief Executive Officer);
 - (ii) five (5) Directors who immediately before the Merger Date were directors of Wentworth Community Housing Limited ACN 003 076 337; and
 - (iii) an additional Director not currently a Director of either the Company or Wentworth Community Housing Limited selected jointly by the Company and Wentworth Community Housing Limited to be appointed as the initial Chair of the Board following the Merger (**Initial Chair**) (in accordance with clause 19.1(a)).
- (h) In nominating, electing or appointing Directors, Members must have due regard to the following criteria:
- (i) each Director (other than the Executive Director) must not be an employee of the Company;
 - (ii) each Director should have an understanding of and commitment to the objects of the Company;
 - (iii) each Director should have a knowledge and understanding of the obligations of Directors under the Corporations Act, the ACNC Act and other relevant legislation; and
 - (iv) each Director should possess tertiary or professional qualifications, expertise and/or experience as the Board from time to time determines is necessary or desirable.

The Board will determine in its absolute discretion whether a person satisfies the criteria contained in clause 11.1(h).

11.2 **Change of number of Directors**

Subject to clause 11.1(c) and the Corporations Act, the Company in General Meeting, may by ordinary resolution increase or reduce the number of Directors, and may also determine the rotation in which the increased or reduced number of Directors is to retire from office.

11.3 **Directors elected at general meeting**

The Company may, at an Annual General Meeting at which a Director retires or otherwise vacates office, by ordinary resolution fill the vacated office by electing a person to that office.

11.4 **Rotation of Directors**

The term of appointment of all Directors shall not exceed three years and may be for a period of less than three years. However, if an Annual General Meeting has not been held in the last year of the term of appointment of any Director, before the expiry of the three year period of his or her appointment, then the term of appointment of the Director concerned shall be extended until the date of the next Annual General Meeting.

11.5 **Re-election and Reappointment of Directors**

- (a) Directors are entitled to seek re-election and reappointment provided that a Director's period of service to the Company shall not exceed a period of nine years. However, if the expiry of the nine year period does not coincide with the Company's Annual

General Meeting in the relevant year, the Director may continue to be a Director until the Annual General Meeting which falls immediately after the Director's nine year anniversary.

- (b) The period of service of the five (5) Directors appointed to the Board who are Directors of the Company immediately before the Merger Date shall each be deemed to commence their first term of appointment on the Merger Date, and subject to clause 11.5(a) shall be entitled to seek re-election and reappointment for a further period not exceeding nine years from the Merger Date.
- (c) Commencing on the second Annual General Meeting held after the Merger Date, there must be an election of Directors at each Annual General Meeting of the Company. This can be satisfied by one or more of the following, so long as the number of Directors determined in accordance with clause 11.1(c) is not exceeded:
 - (i) a Member standing for election as a new Director having been nominated in accordance with clauses 11.1(a) or 11.1(g)(iii);
 - (ii) any Director who was appointed under clause 11.7 standing for election as a Director;
 - (iii) subject to clauses 11.5(a) and 11.5(d), any Director who is retiring at the end of the Annual General Meeting due to the tenure limitation in clause 11.4, standing for re-election; or
 - (iv) if no Member or Director is standing for election or re-election in accordance with paragraphs (i), (ii) or (iii), then the Director who has been a Director the longest without re-election must retire and stand for re-election. If two or more Directors have been a Director the longest and an equal time without re-election, then in the absence of agreement between those Directors, the Director to retire will be determined by ballot of the Directors.
- (d) Clauses 11.1(g) and 11.5(c) does not apply in respect of the Director who is the Chief Executive Officer.
- (e) At the Annual General Meeting of the Company which is:
 - (i) the second Annual General Meeting following the Merger Date, Directors comprising one third of the total number of Directors, must retire and may stand for re-election (one of whom will be the Director who is the Initial Chair);
 - (ii) the third Annual General Meeting following the Merger Date, Directors comprising one third of the total number of Directors, as agreed between themselves or by ballot (being Directors other than those Directors who retired and have been re-elected under clause 11.5(e)(i), must retire and may stand for re-election; and
 - (iii) the fourth Annual General Meeting following the Merger Date, Directors comprising one third of the total number of Directors (being Directors other than those Directors who retired and have been re-elected under clauses 11.5(e)(i) and (e)(ii), must retire and may stand for re-election.

11.6 Office held until conclusion of meeting

A retiring Director holds office until the conclusion of the meeting at which that Director retires but, subject to the limitation set out in clause 11.5, is eligible for re-election.

11.7 **Casual vacancy or additional Director**

- (a) The Directors may at any time appoint any person who is a Member to be a Director, either to fill a casual vacancy to make up a quorum for a Director's meeting or as an addition to the existing Directors, provided the total number of Directors does not exceed the maximum number determined in accordance with clause 11.1(c) as varied from time to time in accordance with 11.2.
- (b) A Director appointed in accordance with this part shall be a Member of the Company and have complied with the requirements of the rules of the Company, including any corporate governance rules relating to the appointment of a Director.
- (c) A Director appointed under this clause holds office until the conclusion of the next Annual General Meeting of the Company but is eligible for election at that meeting.

12. **VACATION OF OFFICE OF DIRECTOR**

In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director becomes vacant if the Director:

- (a) ceases to be a Member of the Company, unless the Director is an Executive Director and is therefore not a Member;
- (b) becomes 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;
- (c) resigns from the office by notice in writing to the Company;
- (d) becomes an insolvent under administration;
- (e) is absent personally or by proxy or Alternate Director from three successive meetings of the Directors without leave of absence from the Directors;
- (f) ceases to meet the conditions under the Charity Legislation for being, or becomes ineligible to be, a responsible entity of the Company;
- (g) becomes prohibited from being a Director by reason of any order of any court of competent jurisdiction;
- (h) accepts appointment as an employee or consultant of an organisation which conducts business similar to that conducted by the Company the Director must disclose the details of that appointment to the Directors. The Directors may, if they consider that the appointment constitutes a conflict of interest, require the Director to cease being a Director of the Company; or
- (i) fails to act in accordance with the provisions of Division 2 of Part 2D.1 of the Corporations Act or Governance Standard 5 of the *Australian Charities and Not-for-profits Commission Regulation 2013* (Cth) (**ACNC Regulation**), which are concerned with conflicts of interest and, notwithstanding those provisions of the Corporations Act or the ACNC Regulation, acts so as to give preference to the material personal interest of the Director which is in conflict with the interests of the Company.

13. **POWERS AND DUTIES OF DIRECTORS**

13.1 **Directors to manage the Company**

The Directors must manage the business of the Company and may exercise all the powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in General Meeting.

13.2 **Specific powers of Directors**

Without limiting the generality of clause 13.1, and subject to any trusts relating to the assets of the Company, the Directors may exercise all the powers of the Company to borrow or raise money, to charge any property or business of the Company, and to give any security for a debt, liability or obligation of the Company or of any other person.

13.3 **Invitees to Board**

Any Director may seek advice from consultants or corporations outside the Executive of the Company, in respect of the management of the Company or the conduct of the Company's affairs. In this regard the Directors may request any persons to attend a Director's Meeting to provide advice to the Director's Meeting in respect of any matters which are being discussed at that meeting. The person attending that meeting may be required to sign an acknowledgement of confidentiality and may be limited to attending that part of the meeting relevant to the issues of which advice is being sought.

13.4 **Board Confidentiality**

The Board of Directors may require all Directors and alternate Directors to enter into a written Confidentiality Agreement acknowledging that any matters discussed at the Board meeting shall be confidential and shall not be discussed without the authority of the Chair in writing. The Director and or alternate Director shall be bound by the Board's rules including any of the Board's corporate governance policies.

14. **RULES**

Subject to this Constitution, the Directors may from time to time by resolution make and rescind or alter rules which are binding on Members or Directors for the management and conduct of the business of the Company. Those rules may be in respect of any Board policy, procedure, corporate governance policy that the Directors have expressly agreed to comply with, including an acknowledgement of confidentiality or other matters the Directors have agreed to comply with.

15. **APPOINTMENT OF ATTORNEY**

- (a) The Directors may, by a deed granting a power of attorney, appoint any person to be the attorney of the Company for the purposes and with the powers, authorities and discretions held by the Directors for the period and subject to the conditions that they think fit.
- (b) A power of attorney granted under clause 15 may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

16. **DIRECTORS' COMMITTEES**

- (a) The Directors may delegate any of their powers, other than powers required by law to be dealt with by Directors as a board, to a committee or committees consisting of such one or more of their number as they think fit and such other persons (having such specific identified skills or experience as the committee may determine are necessary) as the committee may from time to time co-opt (**Invited Committee Member**).
- (b) In the event that a vote takes place at a Directors' Committee only Directors shall be entitled to vote.

- (c) A Committee to which any powers have been delegated under clause 16(a) must exercise those powers in accordance with any directions of the Directors. A power so exercised is taken to have been exercised by the Directors.
- (d) The Committee may remove any Invited Committee Member of the Committee at any time by resolution at a properly constituted meeting of the Committee, and such removal shall take effect from the time of such resolution.

17. **POWERS OF DELEGATION**

The powers of delegation expressly or impliedly conferred by this Constitution on the Directors are conferred in addition to the power conferred by Section 198D of the Corporations Act.

18. **PROCEEDINGS OF DIRECTORS**

18.1 **Directors meetings**

- (a) A Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Directors.
- (b) The Directors may meet together either in person or by telephone, radio, conference television or any other form of technology, audio or audio-visual instantaneous communication for the despatch of business and adjourn and otherwise regulate their meetings as they think fit. A resolution passed at such a conference shall, notwithstanding that the Directors are not present together at one place at the time of the conference, be deemed to have been passed at a meeting of the Directors held on the day and at the time at which the conference was held. The provisions of this Constitution relating to proceedings of Directors shall apply, in so far as they are capable of application, to such conferences.

18.2 **Questions decided by majority**

A question arising at a meeting of Directors is to be decided by a majority of votes of Directors present and entitled to vote, and that decision is for all purposes a decision of the Directors.

19. **CHAIR AND DEPUTY CHAIR OF DIRECTORS**

19.1 **Election of Chair**

The Directors may:

- (a) elect as the Initial Chair of their meetings for a period of three years, the person appointed as a Director in accordance with clause 11.1(g)(iii);
- (b) following the end of the period of office for the Initial Chair, elect from their number a Chair of their meetings and may also determine the period for which the person elected as Chair is to hold office; and
- (c) elect from their number a Deputy Chair of their meetings and may also determine the period for which the person elected as Deputy Chair is to hold office.

19.2 **Absence of Chair at Directors' meeting**

If a Directors' meeting is held and:

- (a) a Chair has not been elected under clause 19.1; or
- (b) if the Chair is not present within fifteen minutes after the time appointed for the holding of the meeting or is unable or unwilling to act, then the Deputy Chair, if elected under clause 19.1, must be the Chair of the meeting or, if the Deputy Chair is not present, the Directors present must elect one of their number to be a Chair of the meeting.

19.3 **No casting vote for Chair at Directors' meetings**

In the event of an equality of votes cast for and against a question, the Chair (including the Initial Chair) of the Directors' meeting does not have a second or casting vote.

20. **APPOINTMENT OF ALTERNATE DIRECTOR**

20.1 **Appointment**

- (a) Subject to the Corporations Act, a Director may appoint a person, with the approval of the Directors, to be an Alternate Director in the Director's place during such period as the Director thinks fit.
- (b) Subject to the Corporations Act, an appointment of an Alternate Director must be effected by a notice in writing signed by the Director who makes or made the appointment, and delivered to the Company.

20.2 **Notice**

An Alternate Director is entitled to notice of all meetings of the Directors and, if the appointor does not participate in a meeting, the Alternate Director is entitled to participate and vote in the appointor's place.

20.3 **Alternate Director's powers**

- (a) An Alternate Director may exercise all the powers of the appointor except the power to appoint an Alternate Director and, subject to the Corporations Act, may perform all the duties of the appointor except to the extent that the appointor has exercised or performed them.

20.4 **Alternate Director responsible for own acts and defaults**

Whilst acting as a Director, an Alternate Director:

- (a) is an officer of the Company and not the agent of the appointor; and
- (b) is responsible to the exclusion of the appointor for the Alternate Director's own acts and defaults.

20.5 **Alternate Director and remuneration**

An Alternate Director is not entitled to receive from the Company any remuneration or benefit.

20.6 **Termination of appointment of Alternate Director**

The appointment of an Alternate Director may be terminated at any time by the appointor even if the period, if any, of the appointment of the Alternate Director has not expired and terminates in any event if the appointor ceases to be a Director.

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

20.7 **Termination by the Board**

A majority of Directors may at any time terminate the appointment of an Alternate Director. An Alternate Director shall not vote in respect of the termination of the appointment of the Alternate Director. The termination will take effect immediately.

20.8 **Alternate Director and number of Directors**

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

21. **QUORUM FOR DIRECTORS' MEETING**

- (a) Subject to clause 21(c), at a meeting of Directors a majority of Directors constitutes a quorum.
- (b) No business will be transacted at any such meeting unless a quorum is present at the time the meeting proceeds to business.
- (c) The Directors may, by resolution, amend clause 21(a) by varying the number of Directors who constitute a quorum.
- (d) The continuing Directors may act despite a vacancy in their number. If their number is reduced below the minimum fixed by clause 11.1, the continuing Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or to convene a general meeting.

22. **CHAIR OF DIRECTORS' COMMITTEE**

The Board may elect the Chair of each Committee. If a meeting of a Committee is held and:

- (a) a Chair has not been elected; or
- (b) the Chair is not present within ten minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

then the members involved may elect one of their number to be Chair of that meeting.

23. **MEETINGS OF COMMITTEE**

23.1 **Adjourning a meeting**

A Committee may meet and adjourn as it thinks proper.

23.2 **Determination of questions**

- (a) Questions arising at a meeting of a Committee are to be determined by a majority of votes of the members present and voting.
- (b) In the event of an equality of votes, the Chair of the meeting does not have a second or casting vote.

24. **CIRCULATING RESOLUTIONS**

The Directors may pass a resolution without a Directors' meeting being held if a majority of the Directors entitled to vote on the resolution approve (including electronic notification of approval) a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Director signs.

25. **VALIDITY OF ACTS OF DIRECTORS**

All acts done at a meeting of the Directors or of a Committee of Directors, or by a person acting as a Director are valid, even if it is afterwards discovered that:

- (a) there was a defect in the appointment or continuance in office of a person as a Director or of the person so acting; or
- (b) a person acting as a Director was disqualified or was not entitled to vote,

as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote.

26. **SECRETARY**

26.1 **Appointment of Secretary**

There must be at least one Secretary who is to be appointed by the Directors.

26.2 **Suspension and removal of Secretary**

The Directors may suspend or remove a Secretary from office.

26.3 **Powers, duties and authorities of Secretary**

Subject to the Corporations Act and Charity Legislation:

- (a) a Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as determined by the Directors; and
- (b) the exercise of those powers and authorities and the performance of those duties by a Secretary are subject at all times to the control of the Directors.

27. **DISPUTE RESOLUTION**

27.1 **Handling a dispute**

Where there is a dispute, grievance or other disagreement between a Member and the Company, whether arising out of the application of the provisions of this Constitution or otherwise (**Dispute**), then either must, prior to the commencement of any proceedings in a Court or Tribunal or before any authority or board, notify the other in writing of the nature of the Dispute, and the following must occur:

- (a) The Member and the Company must in the period ten (10) days from the service of the notice of the Dispute (**Initial Period**) use their best endeavours to resolve the Dispute.
- (b) If the Company and the Member are unable to resolve the Dispute within the Initial Period, then the Dispute must be referred for mediation to a mediator nominated by the Directors.
- (c) The costs of the mediation will be shared equally between the Member and the Company.
- (d) Where:
 - (i) the party receiving the notice of the Dispute fails to attend the mediation required by clause 27.1(b); or
 - (ii) the mediation has not occurred within four (4) weeks of the date of the notice of the Dispute; or
 - (iii) the mediation fails to resolve the Dispute,then the party serving the notice of Dispute will be entitled to commence any proceedings in a Court or Tribunal or before any authority or board in respect of the Dispute.
- (e) The procedure in this clause will not apply in respect of proceedings for urgent or interlocutory relief.

28. **DOCUMENTS**

Documents executed for and on behalf of the Company must be executed by:

- (a) two Directors;

- (b) a Director and the Secretary; or
- (c) such other persons as the Directors by resolution appoint from time to time.

29. ACCOUNTS AND AUDIT

29.1 Keeping accounts

The Board must cause the Company to keep written financial records that:

- (a) correctly record and explain its transactions and financial position and performance;
- (b) would enable true and fair financial statements to be prepared and audited.

29.2 Board responsibilities

The Board must do all things reasonably open to it to:

- (a) ensure that all money payable to the Company is properly collected;
- (b) ensure that all money expended by the Company is properly expended and properly authorised;
- (c) ensure that adequate control is maintained over assets owned by or in the custody of the Company;
- (d) ensure that all liabilities incurred by the Company are properly authorised;
- (e) ensure efficiency and economy of operations and avoidance of waste and extravagance;
- (f) develop and maintain an adequate budgeting and accounting system;
- (g) develop and maintain an adequate internal audit system.

29.3 Right of Access

A Director has a right of access to financial records of the Company at all reasonable times and after providing reasonable notice.

29.4 Financial Report

If required by the Corporations Act or Charity Legislation, the Board must cause the Company to prepare a financial report and a Directors' report that comply with the Corporations Act and Charity Legislation (as applicable) and must report to Members in accordance with the Corporations Act.

29.5 Audit

If required by the Corporations Act or Charity Legislation, the Board must cause the Company's financial report for each financial year to be audited and obtain an auditor's report.

30. INSPECTION OF RECORDS

30.1 Inspection by Members

Subject to Part 2G.3 of the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to inspection by the Members.

30.2 Right of a Member to inspect

A Member has the right to inspect the minutes of resolutions of Members as required by Section 251B of the Corporations Act but does not have the right to inspect any other

document of the Company except as authorised by the Directors or by the Company in General Meeting.

31. SERVICE OF DOCUMENTS

31.1 Document includes notice

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

31.2 Methods of service

- (a) The Company may give a document to a Member:
 - (i) personally;
 - (ii) by sending it by post to the address for the Member in the Register or an alternate address nominated by the Member; or
 - (iii) by sending it to a fax number or electronic address nominated by the Member.
- (b) A document sent by post:
 - (i) if sent to an address in Australia, may be sent by ordinary post; and
 - (ii) if sent to an address outside Australia, must be sent by airmail; and
 - (iii) in the case of an address in Australia is taken to have been received on the second day after the date of its posting; and
 - (iv) in the case of an address outside of Australia on the fifth day after the day of its posting.
- (c) If a document is sent by fax or electronic transmission, delivery of the document is taken:
 - (i) to be effected by properly addressing and transmitting the fax or electronic transmission; and
 - (ii) to have been delivered on the day following its transmission.

31.3 Evidence of service

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

32. INDEMNITY

The Company may indemnify any current or former Director, Secretary auditor or executive officer of the Company or of a Related Body Corporate of the Company out of the property of the Company but may not provide any indemnity that is prohibited by Part 2D.2 of the Corporations Act.

33. INSURANCE

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or who has been a Director or Secretary or auditor or executive officer of the Company or of a Related Body Corporate of the Company against liability incurred by the person in that capacity, including a liability for legal costs, except that it may not pay any premium that is prohibited by Section 199B of the Corporations Act.

34. **CONTRACT**

The Company may enter into an agreement with a person referred to in clauses 32 and 33 with respect to the matters covered by those clauses. An agreement entered into pursuant to this clause may include provisions relating to rights of access to the books of the Company conferred by the Corporations Act or otherwise by law.