

**THE CONSTITUTION OF**  
**ERWIN VOGT FOUNDATION INCORPORATED**

**2<sup>nd</sup> May 2016**

**NAME**

1. The name of the association is Erwin Vogt Foundation Incorporated (hereinafter called "the Association").

**OBJECTS**

2. The objects of the Association are:
  - 2.1 To fund and make donations to, support and otherwise foster the objects of:
    - (a) Uniting Communities; or
    - (b) any charitable fund, authority or institution which has objects that are similar to, or objects which include objects that are similar to, any one or more of the objects of Uniting Communities, and which is not carried on for the profit or gain of its individual members.
  - 2.2 To undertake and execute any trusts established for the purpose of supporting any of the objects of:
    - (a) Uniting Communities; or
    - (b) any charitable fund, authority or institution which has objects that are similar to, or objects which include objects that are similar to, any one or more of the objects of Uniting Communities, and which is not carried on for the profit or gain of its individual members.
  - 2.3 To raise funds and do all such other lawful acts as may be incidental or conducive to the promotion or carrying out of the above objects or any of them.

**POWERS**

3. The Association shall have all the powers conferred by the Act, together with any other powers expressed or implied in these rules. Without limiting the generality of the foregoing, the Association shall have the following powers:

- 3.1 To establish, maintain, fund, support and otherwise foster the objects of any institutions or trusts the functions of which are to support any of the objects of Uniting Communities or of the Association.
- 3.2 To delegate to any committee, appointee or employee of the Association the conduct of any matter within the objects of the Association.
- 3.3 To purchase, take on lease or in exchange, hire or otherwise acquire and maintain any real or personal property and any rights and privileges in relation thereto.
- 3.4 To purchase, lease, hire, take in or otherwise acquire and to maintain and to in any way or manner dispose of any kind of vehicle machinery furniture or any chattels or other items and all manner of office equipment and stationery and all other things required or which may be deemed necessary or convenient for the purposes of the Association.
- 3.5 To sell, exchange, lease, mortgage, hire, dispose of, turn to account or otherwise deal with all or any part of the real and personal property of the Association.
- 3.6 To take over or enter into and conclude any arrangements or agreements and make or do any deed act matter or thing in furtherance of the objects of the Association.
- 3.7 To apply for, receive and administer any grant advance or loan from the State or Commonwealth governments or from any other source.
- 3.8 To raise, collect, receive, have, hold, administer and dispose of monies in the form of subscriptions, donations, legacies, bequests or as a consequence of fund raising activities of all types or otherwise received from any other source whatsoever.
- 3.9 To take any gift of property whether subject to any special trust or not for any one or more of the objects of the Association.
- 3.10 To take such steps by personal or written appeals public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association whether by way of donations, sponsorships, subscriptions or otherwise.

- 3.11 To borrow or raise or secure the payment of monies in such manner as the Association thinks fit with power to issue debentures, grant mortgages, charges or any other class of security upon or charging all or any of the property real or personal (both present and future) of the Association to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Association and to purchase, redeem or pay off any existing or future security.
- 3.12 To invest, lend (whether with or without security) and otherwise deal with the money of the Association (including income as well as capital) not immediately required for the purposes of the Association in such manner as may from time to time be determined.
- 3.13 To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 3.14 To give any indemnity, guarantee or security or enter into any bond in furtherance of the objects of the Association and without restricting the generality of the foregoing to indemnify any person, firm or body corporate or otherwise become liable for the performance by any particular person, firm or body corporate of any obligation, contract or undertaking.
- 3.15 To appoint, hire, employ, engage, instruct, dismiss and insure officers, managers, professional advisers, fund managers, secretaries, clerks, and workers, and pay them and any persons for services rendered to the Association fees, salaries, wages, bonuses, gratuities and honoraria.
- 3.16 To take out policies for fire or any other insurance in relation to any property from time to time held or acquired by the Association.
- 3.17 To regulate the internal affairs of the Association in such manner consistent with the Constitution as the Association considers fit.
- 3.18 To do all such other lawful things as may be incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

- 4 All or any of the powers of the Association may be carried out in any part of the Commonwealth of Australia or elsewhere.

## **DEFINITIONS**

5. In this Constitution where the context permits:

'the Act' means the *Associations Incorporation Act 1985(SA) as amended*;

"this Constitution" means the Constitution of the Association as amended from time to time;

"Uniting Communities" means Uniting Communities Incorporated or any successor body established for the purpose of enabling the Uniting Church of Australia in the State of South Australia to work with people in need, particularly those who are in some way disadvantaged, to improve their situation in ways which enhance their lives.

"the Board" means the Board of management of the Association as constituted in Rule 8 of this Constitution;

"person" includes a body corporate;

"Officer" has the same meaning as in the Act;

a word importing the singular number includes the plural and vice versa;

a word importing a gender includes every other gender; and

a reference to the Act shall be a reference to the Act as amended, re-enacted or replaced from time to time.

## **PATRON AND VICE-PATRONS**

6. The Board may at any time invite any person to become the Patron and any person or persons to become the Vice-Patron or Vice-Patrons of the Association.

**MEMBERSHIP**

7. The Association will not have any members.

**BOARD**

8. The management of the Association shall be vested in the Board who shall be appointed by the Board of Management of Uniting Communities.
9. Board members shall only be appointed from members of the Board of Management of Uniting Communities.
10. A Board member who shall cease to be a member of the Board of Management of Uniting Communities shall cease to be a Board member of the Association.
11. A Board member shall hold office for a term as determined by the Board of Management of Uniting Communities.
12. A Board member may resign at any time by notice in writing to the Chairperson of the Association and a Board member's appointment may be terminated at any time by a resolution passed by the Board of Management of Uniting Communities. Any vacancy occurring in the Board shall be dealt with by the Board of Management of Uniting Communities in accordance with its constitution.
13. The Board shall from time to time appoint one Board member to be Chairperson of the Association and one of the other Board members to be Deputy Chairperson. In the absence of the Chairperson or Deputy Chairperson the Board shall appoint a Board member to be Chairperson of that meeting.
14. A quorum for a meeting of the Board shall be the number next above half the number of the Board for the time being.
15. Notice in writing of the time and place of every meeting of the Board shall be posted or given to each Board member together with a short agenda at least five (5) days prior to the time appointed provided that the Board may dispense with compliance with this Rule in the case of meetings called to consider matters of urgency.

16. At all meetings of the Board each Board member shall have one vote on all motions submitted except that the Chairperson of the meeting shall, in the case of equality of votes, have a second or casting vote.
17. The Board may exercise all of the powers of the Association and may from time to time appoint any sub-committee whether consisting of Board members alone or otherwise to act within the terms of the authority given to that sub-committee by the Board.
18. A resolution in writing signed by all Board members will be as valid and effectual as if it had been passed at a duly convened and held meeting of the Board. Any such resolution may consist of several documents in like form each signed by one or more Board members.

### **AUDITOR**

19. The Board shall on such terms and conditions as to salary and otherwise as it thinks fit appoint an Auditor or Auditors who shall hold office until such time as he, she or they resign or his, her or their appointment is terminated by the Board, whichever is the earlier.
20. The Auditor or Auditors shall audit the accounts of the Association and shall have power to call for the production of all books, papers, accounts and documents relating to the affairs of the Association and shall furnish a report on the correctness or otherwise of those accounts the Board each year.

### **ACCOUNTS**

21. The Board shall cause proper books of account and all other usual and necessary books to be provided and kept all of which books and all other books and documents of the Association and the safe custody thereof shall be under the superintendence and complete control of the Board and shall cause full and sufficient entries to be made in those books of all payments to or receipts by or on account of the Association and of all matters and transactions which shall properly be the subject of debit or credit accounts, receipt or payment, in which the Association or its property may be concerned or interested so that the financial state of the Association may at all times appear as accurately and clearly as circumstances may permit.

**FINANCIAL YEAR**

22. The financial year of the Association shall end on 30th June in every year.

**PUBLIC OFFICER**

23. The Association shall have a Public Officer, who shall be the Executive Manager Corporate Services of Uniting Communities from time to time (or such other person as the Board may direct).

**AMENDMENTS TO THE CONSTITUTION**

24. Subject to due compliance with the provisions of the Act, this Constitution may be altered or repealed by resolution passed at any meeting of the Board provided that notice in writing of any proposed motion to amend the same shall have been given to all Board members not less than one calendar month prior to the meeting at which such motion shall be moved and provided further that such motion be carried by at least a three-quarter majority of the Board members present in person or by proxy.

**INCOME AND PROPERTY OF THE ASSOCIATION**

27. The income derived by and the property of the Association shall at all times be applied solely in furtherance of the objects of the Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the Board members provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Association or other person whether members of the Board or not for the carrying out or giving effect to any of the objects of the Association.

**WINDING UP**

28. The Association shall be wound up voluntarily if a resolution to wind up is proposed at any meeting of the Board duly convened and constituted and carried by a majority of not less than three-quarters of the Board members present in person or by proxy.

29. If upon the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed among Board members but shall be given or transferred to any one or more of the following:
- (a) Uniting Communities; or
  - (b) any charitable fund, authority or institution which has objects that are similar to, or objects which include objects that are similar to, any one or more of the objects of Uniting Communities and which is not carried on for the profit or gain of its individual members,
- in such manner and in such proportions as the Board shall determine at the time of dissolution.

### **OFFICER INDEMNITY**

30. To the extent permitted by law, the Association shall indemnify every Board member and officer of the Association out of the assets of the Association against any liability incurred by that person in his or her capacity as such Board member or officer unless such liability arises by reason of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Association, and provided that the Board member or officer acted in good faith.
31. To the extent permitted by law, the Association shall indemnify every Board member and officer of the Association out of the assets of the Association against any liability incurred by that person in his or her capacity as such Board member or officer in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted, and provided that the Board member or officer acted in good faith.