Constitution

of

Farmers for Climate Action Limited

Amended at the 2025 AGM

Current Version: 30 January 2026

Overview

This is the Constitution of Farmers for Climate Action Limited.

The Company is a company limited by guarantee. The liability of its members is limited to the amount they have agreed to pay in the guarantee. The Company must always have at least one member and three directors.

The Constitution sets out the basis on which the Company is to be managed. Nothing in the Constitution is intended to derogate from the *Corporations Ac*t. That Act:

- imposes many obligations on the Company which are not reproduced in this Constitution; and
- overrules anything in this Constitution to the extent that they are inconsistent.

This Constitution replaces the replaceable rules in the *Corporations Act*. Words used in the Constitution which have a meaning in the *Corporations Act* have the same meaning in this Constitution (unless expressly stated otherwise).

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Constitution of Farmers for Climate Action Limited

A Company's name, Objects and powers

Name of the Company

1 The name of the Company is Farmers for Climate Action Limited.

Type of Company

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

Objects

3 The Company's objects are all or any of the following:

3.1 The Principal Objects of the company are protect and enhance the natural environment, particularly water, air and soil quality and conservation; biodiversity; and ecologically sustainable land use, and provide education on impact on the natural environment of climate change, for the public benefit, by, without limitation:

3.2 being an independent, non-profit, non-partisan organisation of farmers and leaders in agriculture contributing to tackling climate change and minimising its impact;

3.3 providing accurate, accessible information about climate change and agriculture, to assist farmers, the broader agricultural supply chain, and the wider community to understand the problem, its impacts, and how farmers can contribute to solutions including changing on-farm practices to minimise environmental impacts;

3.4 inspiring and mobilising farmers to achieve reductions in greenhouse emissions through both short-term projects and longer-term cultural change;

3.5 assisting governments to promote and support changes to minimise climate change; and

3.6 to establish and maintain a public fund to be called the "Farmers for Climate Action Gift Fund" (**Gift Fund**) for the specific purpose of supporting the environmental objects/purposes of the Company.

Powers

4 The Company has:

4.1 the legal capacity and powers of an individual; and

4.2 all the powers of a body corporate (other than the power to issue shares).

5 However, the Company has those capacities and powers only to the extent:

5.1 necessary, or convenient, to carry out the Company's objects; or

5.2 incidental to carrying out those objects.

B Members' liability and guarantee

Liability of Members

6 The liability of each Member is limited to the amount of the guarantee set in clause 7.

Guarantee by Members

7 If the Company is wound up while a person is a Member (or within one year after they stop being a Member) then that person must contribute up to $10 to the Company for:

7.1 payment of the Company's debts and liabilities incurred before that person ceased to be a Member;

7.2 payment of the costs, charges and expenses of winding-up the Company; and

7.3 adjustment of the rights of the contributories among themselves.

C How the Company's income and property are to be applied

For the Company's objects

8 All of the Company's income and property must be applied solely towards the promotion of the Company's objects as set out in clause 3.

No dividends etc. to Members

9 The Company may not pay, or transfer, any of its income or property — directly or indirectly — by way of dividend, bonus or otherwise to any person who is or has been a Member.

Remuneration and expenses for Members allowed

10 Regardless of clause 9, the Company may pay remuneration in good faith to any Member, officer or employee of the Company in return for any good or services they provide to the Company in the ordinary and usual course of business.

11 The Board may authorise the repayment of any expenses a Member incurs for the Company, or in connection with performing their duties for the Company.

Payments to directors: restrictions, remuneration, expenses

12 If the Company is to pay any remuneration to a Director for services rendered in the capacity as a Director, then the remuneration must be on reasonable commercial terms and the Board must first have:

12.1 consented to the Director providing those services; and

12.2 resolved to approve the amount of the payment.

13 If the Company is to pay any remuneration to a Director for services rendered in the capacity as an employee of the Company, then the Board must first have resolved to approve the terms of that employment.

14 The Board may authorise the repayment of any expenses a Director incurs for the Company, or in connection with performing their duties for the Company.

Loans and leases from Members

15 The Company may pay:

15.1 Interest on money borrowed from any Member; and

15.2 Reasonable and proper rent for premises a Member leases to the Company.

16 For the purposes of clause 15, if a Member pays the Company a deposit, bond or other security for the payment of fees and charges levied under the Constitution, then that payment is not a loan from the Member.

D Tax deductible Gift Fund

Establishment of a Gift Fund

17 If the Australian Taxation Office endorses the Company as a "deductible gift recipient" under subdivision 30-BA of the *Income Tax Assessment Act* 1997 (**Tax Act**), then the Company must maintain a Gift Fund that complies with section 30-130 of the Tax Act.

18 The Gift Fund is to be established to receive all gifts of money or property for this purpose and any money received because of such gifts must be credited to its bank account. The Gift Fund must not receive any other money or property into its account and it must comply with subdivision 30-E of the Income Tax Assessment Act 1997.

19 The objective of the Gift Fund is to support the organisation's environmental purposes.

20 Members of the public are to be invited to make gifts of money or property to the fund for the environmental purposes of the organisation.

Requirements of a Gift Fund

21. The organisation must inform the Department responsible for the environment as soon as possible if:

21.1. It changes its name or the name of its public fund

21.2. There is any change to the membership of the management committee of the public fund.

21.3. There has been any departure from the model rules for public funds located in the Guidelines to the Register of Environmental Organisations.

Ministerial rules

22. The organisation agrees to comply with any rules that the Treasurer and the Minister with responsibility for the environment may make to ensure that gifts made to the Gift Fund are only used for its principal purpose.

Not-for-Profit

23. The income and property of the organisation shall be used and applied solely in promotion of its objects and no portion shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or by way of profit to members, directors, or trustees of the organisation.

Conduit Policy

24. Any allocation of funds or property to other persons or organisations will be made in accordance with the established purposes of the organisation and not be influenced by the preference of the donor.

Accounting procedures for the Gift Fund

25. The Company must manage the Gift Fund as follows:

25.1. All gifts of money or property and contributions in relation to fundraising events for the Company's objects must be paid into the Gift Fund.

25.2. Money from interest on donations, income derived from donated property, and money from the realisation of such property is to be deposited into the Gift Fund.

25.3. A separate bank account is to be opened to deposit money donated to the Gift Fund, including interest accruing thereon, and gifts to it are to be kept separate from other funds of the organisation.

25.4. The Gift Fund will be operated on a not-for-profit basis.

25.5. A committee of management of no fewer than three persons will administer the Gift Fund.

25.6. The committee will be appointed by the organisation. A majority of the members of the committee are required to be ‘responsible persons’ as defined by the Guidelines to the Register of Environmental Organisations.

25.7. The Gift Fund must not receive any other money or property.

25.8. The Gift Fund must be used only for the Company's objects.

25.9. Receipts are to be issued in the name of the Gift Fund and proper accounting records and procedures are to be kept and used for the Gift Fund.

25.10. Statistical information requested by the Department on donations to the Gift Fund will be provided within four months of the end of the financial year.

25.11. An audited financial statement for Company and the Gift Fund will be supplied with the annual statistical return. The statement will provide information on the expenditure of public fund monies and the management of public fund assets.

Winding up of Gift Fund

26. In case of the winding-up of the Gift Fund, any surplus assets are to be transferred to another fund with similar objectives that is on the Register of Environmental Organisations.

E Fees imposed by the Company

Setting fees

27. The Board may prescribe:

27.1. a cost payable by Members by way of Membership fees and any other fees the Board thinks fit; and

27.2. when and in what circumstances these fees are payable.

28. The Board must give Members at least one month's notice of any increase in the fees, or of a change in the due date for fees payable under clause 27.

F Membership

Members

29. The Company's Members are as follows (unless the Member has resigned under clause 46 or clause 48, or been expelled under clause 49):

    29.1. the persons who are specified in the application to register the Company lodged under section 117 of the Act and who have consented to be Members; and

    29.2. any other person the Board admits to Membership in accordance with this Constitution.

Register of Members

29 The Company must keep and maintain the Register in accordance with the Act and otherwise as the Board determines.

30 Any dispute that arises in relation to the Register must be referred to the Board. The Board's decision is final and binding on all Members (in the absence of manifest error).

Eligibility for membership

31 The following are eligible to be Members:

    31.1 any person who has a demonstrated interest in the Company;

    31.2 any person that the Board considers would benefit the Company by becoming a member; and

    31.3 any person in a category of persons that the Company has determined to be eligible to be Members.

Types of membership

32 The Company will consist of:

    32.1 the Full Members (Governors) with there to be no less than 15 and no more than 20 within this category;

    32.2 the Ordinary Members; and

    32.3 any other class of Members or supporters determined by the Board from time to time.

33 Full Members and Ordinary members have the same rights, privileges and obligations except that:

    33.1 subject to law, each Full Member is entitled to cast one vote to elect directors under clause 93 and is otherwise entitled to vote as permitted by this constitution and by law;

    33.2 no Ordinary Member is entitled to cast any vote to elect Directors under clause 93 (and any vote purportedly cast by an Ordinary member for this purpose is invalid) but, subject to law, each Ordinary member is otherwise entitled to vote as permitted

by this constitution and by law.

Membership is not transferable

34 A Member may not transfer their Membership to another person.

Voting rights

35 A Member is entitled to one vote at a General Meeting of the Company.

36 However, the Board may suspend a member's entitlement to vote if the Member owes the Company any amount that is more than 3 months overdue (or such other period as the Board determines).

A Member’s representative

37 If a Member or an Applicant is not a natural person, then it must appoint (in writing) a natural person as its Representative. The Member may remove and replace its Representative by giving written notice to the Board in a form the Board approves.

38 The Representative may, on the Member's behalf, exercise all the powers that the Member could exercise at a meeting or in voting on a resolution — unless those powers are restricted in a way set out in clause 39.

39 The document appointing the Representative may set out either or both of:

39.1 what the Representative is appointed to do; and

39.2 any restrictions on what the Representative may do.

40 If the appointment is made by reference to a position held, then the appointment must identify the position.

41 The Company must arrange for:

41.1 the name and address of the Representative to be entered in the Register; and

41.2 all correspondence and notices from the Company to the Member to be served on that Representative.

Applying and being admitted to Membership

42 A person’s Application to be a Member must be made in the form, and accompanied by any fee, the Board has set.

43 The Board will consider and, in its absolute discretion, accept or reject an Application. If the Board rejects an Application, then:

43.1 it must arrange for any money the Applicant tendered with the Application to be repaid to the Applicant, without interest; and

43.2 the Board does not have to give any reasons for the rejection.

44 An Applicant does not become a Member until the Company has:

44.1 received any fee that applies; and

44.2 the name and address of the Applicant (and its Representative if relevant) are entered in the Register.

45 Each Member is liable for all taxes, duty and charges payable in respect of their Application,

their Membership and any related transaction or document. Each Member indemnifies the Company and will keep it indemnified in respect of any liability for all those amounts.

Resigning from Membership: and ongoing liability

46 A Member may resign from Membership by giving written notice to the Company. When the notice period expires, the Member stops being a Member but:

46.1 they remain liable for any money they owe the Company; and

46.2 under clause 7, they remain liable for another 12 months.

47 A Member also resigns if they owe the Company any amount that is more than 6 months overdue (the Board may change the length of that period). If a Member resigns under this clause, then the Board may reinstate their membership if they pay the outstanding amount.

Expelling and disciplining a Member

48 The Board may — in the way described in clause 49 — expel a Member or implement appropriate disciplinary action if the Member:

48.1 has committed a breach of any obligation or duty under this Constitution; or

48.2 has engaged in conduct detrimental to the interests of the Company.

49 For any expulsion or discipline to be valid:

49.1 at least 21 days before the Board meeting at which the resolution is considered, the Member must be given written notice of:

- the meeting;
- the intended resolution; and
- the particulars of the alleged act, omission or conduct complained of;

49.2 at the meeting (and before the resolution is passed), the Member must be given the opportunity to explain themselves in writing or orally (or both if they request it);,

49.3 if the Member does give an explanation, then the Board must take it into account;

49.4 the relevant resolution must be passed by 75% of the Directors present and voting;

49.5 the Board must arrange for the Member to be given written notice of any Board resolution on the matter; and

49.6 if the Board resolves to expel the Member, then the Member ceases to be a Member when the Board serves them with the notice. Also the Member's name will be removed from the Register as set out in clause 50.

Removing an expelled Member's name from the Register

50 If a Member is expelled from the Company, then their name (and that of any Representative they have appointed) must be removed from the Register. The Company has no liability to the Member in respect of their removal from the Register.

51 When a Member's name is removed from the Register, the Member no longer has:

51.1 any rights or privileges attaching to Membership; or

51.2 any rights which they had against the Company that arose out of their Membership.

G General Meetings: frequency and notice

Annual General Meeting required

52 The Company must hold an Annual General Meeting:

52.1 in every calendar year;

52.2 within five months after the end of its financial year; and

52.3 at the time and place the Board determines.

Convening Extraordinary Meetings

53 An Extraordinary Meeting may be convened:

53.1 by the Board at such time and place as the Board thinks fit, (as long as it complies with the Act); and

53.2 by Members as allowed under the Act.

Notice of General Meetings

54 The Board must give at least 21 days' written notice of a General Meeting to the Members, the Directors and the Auditor (unless a change to that arrangement is made under clause 56). The notice must specify:

54.1 the place, the day and the hour of meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);

54.2 the general nature of the meeting's business;

54.3 the details of any special resolutions to be proposed at the meeting; and

54.4 that Members are entitled to appoint a proxy who must be a Member.

55 A Member that is a company is responsible for notifying its Representative of any General Meeting.

Changing the notice procedure for General Meetings

56 A meeting may be convened in a way other than, and on shorter notice than, clause 54 requires as long as:

56.1 all the Members entitled to vote at the meeting consent to the change beforehand; and

56.2 the notice and the shorter notice period comply with the Act.

Failure to receive Notice

57 A meeting and its proceedings and resolutions are valid even if any one or more of the following is the case:

57.1 the Company accidentally omitted to give notice of a meeting to any Member; or

57.2 any Member did not receive notice of the meeting.

H General Meetings: proceedings

Use of technology in conferencing

58 The Chair may (with the approval of the meeting) confer with Members and others by radio, telephone, facsimile, computer, Internet, closed circuit television or other electronic means of audio or audio-visual communication. Any resolution passed using such a system is to be treated as having been passed at a meeting of the Members held on the day and at the time the conference was held — even if the Members were not present together in one place at the time. This clause does not limit the discretion of the Members to regulate their meetings.

59 The provisions of this Constitution regulating the proceedings of the Members apply so far as they are capable to such conferences.

Business at the meeting

60 The ordinary business of an Annual General Meeting may include:

60.1 considering any annual financial report, directors' report and Auditor's report;

60.2 electing and appointing Directors; and

60.3 appointing the Auditors and fixing the Auditor's remuneration (if the Company is required to have an auditor).

61 All other business at an Annual General Meeting, and all business at an Extraordinary Meeting, is regarded as special business.

Quorum required

62 For any business to be transacted at any General Meeting — except the adjournment of the meeting — a quorum must be present. The quorum for a General Meeting is 20% of the Membership, present in person or by Representative, proxy or attorney.

If no Quorum present

63 If a quorum is not present within half an hour after the time appointed for a General Meeting then:

63.1 if the meeting was convened on the requisition of Members, then it will be dissolved; or

63.2 in any other case, the meeting will be adjourned to the same day in the next week at the same time and place (or at such other place as the Chair decides). If at that adjourned meeting a quorum is not present within fifteen minutes after the time appointed for holding the meeting, then the Members present are a valid quorum.

Chair of the meeting

64 The Chair or in the Chair's absence, the Deputy Chair is to preside as chair at every General Meeting.

65 If at any General Meeting neither the Chair nor the Deputy Chair is present within fifteen minutes after the time appointed for holding the meeting (or if neither is willing to preside), then the Members present are to choose a Director to preside. If no Director is present (or if

all Directors present decline to preside), then those persons present will choose a Member who is present to preside as Chair.

Adjourning (and resuming) a meeting

66 The Chair of a General Meeting:

66.1 may, with the consent of the Members present and entitled to vote at any meeting, and at which a quorum is present, adjourn a meeting; and

66.2 must adjourn a meeting if the meeting directs them to do so.

67 If the Chair adjourns a General Meeting, then they may do so to another time or place (or both).

68 If a General Meeting is adjourned for one month or more, then the Company must arrange for a new notice of the adjourned meeting to be given.

69 After an adjourned meeting is resumed, the only business that may be transacted at the meeting is business that was unfinished before the adjournment.

Auditor attending etc. meeting

70 The Auditor is entitled:

70.1 to attend any General Meeting of the Company;

70.2 to receive the same notices of, and other communications relating to, any General Meeting that a Member is entitled to receive; and

70.3 to be heard at any General Meeting which the Auditor attends on any part of the business of the meeting which concerns the Auditor in that capacity. The Auditor's right to be heard exists even if the Auditor retires at that meeting or if a resolution to remove the Auditor from office is passed at that meeting.

I General Meetings: voting

Show of hands vote

71 Every item of business submitted to a General Meeting is to be decided in the first instance by a show of hands of the Members, or their Representatives, who are personally present and entitled to vote. The Chair will not have a casting vote.

Evidence of resolution

72 It is conclusive evidence that a resolution has been passed (regardless of whether there is any proof of the number or proportion of the votes recorded in favour of or against the resolution) if:

72.1 the Chair declares that a resolution has been passed or lost (having regard to the majority required); and

72.2 an entry to that effect has been made in the Company's books and signed by the Chair of that, or the next meeting.

Poll vote

73 The Chair or any Member present (personally or by Representative, proxy or attorney) may demand a poll before, or on the declaration of the result of, a show of hands. Any person who has demanded a poll may withdraw their demand.

74 A poll demanded on any question of adjournment must be taken before any adjournment.

75 The poll is to be taken:

75.1 in the manner and at the time and place as the Chair of the meeting directs; and

75.2 either at once or after an interval or adjournment or otherwise.

76 The result of the poll is to be the resolution of the meeting at which the poll was demanded.

77 If there is a dispute as to the admission or rejection of a vote, then the Chair will finally determine that dispute.

78 At a poll, the Chair will not have a casting vote.

Continuing with other business before a Poll

79 After a poll has been demanded, the meeting may continue with any business other than the issue on which poll has been demanded.

J General Meetings: appointing a proxy

Eligibility to be proxy

80 Any Member may:

80.1 appoint a natural person who is a Member, or a Representative, as a proxy to vote on the Member's behalf; and

80.2 may direct the proxy to vote either for or against each or any resolution.

Company receiving notice of proxy

81 For an appointment of a proxy to be valid, the Company must receive the document appointing the proxy (and an original, or certified copy, of the power of attorney, if any, under which it is signed):

81.1 at least 48 hours before the time for holding the relevant meeting or adjourned meeting or poll; and

81.2 at one of:

- the Registered Office;
- a fax number at the Registered Office; or
- a place, fax number or electronic address specified for such purpose in the notice of meeting.

82 An instrument appointing a proxy is valid for any adjournment of the meeting to which it relates — unless it states something to the contrary.

Form of proxy

83 An instrument appointing a proxy must be signed by the appointor, or his or her attorney, and

must contain the following information:

83.1 the Company name;

83.2 the Member's name and address;

83.3 the Member's type of Membership;

83.4 the proxy's name or the name of the office held by the proxy; and

83.5 the meetings at which the appointment may be used.

Proxy's voting instructions

84 A document appointing a proxy may specify the way in which the proxy is to vote for a particular resolution. If it does so, then the proxy must vote on the resolution as specified.

Proxy's authority

85 A document appointing a proxy will be treated as giving the proxy:

85.1 authority to demand, or join in demanding, a poll; and

85.2 the power to act generally at the meeting for the person giving the proxy (except to the extent to which the proxy is specifically directed to vote for or against any proposal).

K General Meeting: appointing an attorney

Member appointing an attorney

86 Any Member may, by duly executed power of attorney, appoint an attorney to act on the Member's behalf at all, or certain specified, meetings of the Company. If the attorney wishes to appoint a proxy for the Member granting the power of attorney, then the attorney must at the Registered Office (or any other place the Board determines) produce:

86.1 the power of attorney for inspection; and

86.2 any evidence the Board requires that it has been properly executed.

Directors appointing an attorney of the Company

87 The Directors may, by power of attorney, appoint any person whether nominated directly or indirectly by the Directors to be an attorney or attorneys of the Company. The appointment:

87.1 may be for any purposes and with powers, authorities and discretions (not exceeding those vested in, or exercisable by, the Directors under this Constitution);

87.2 may authorise any attorney to sub-delegate all or any of the powers, authorities and discretions vested in them;

87.3 may be for periods and on conditions as the Directors think fit; and

87.4 may contain provisions for the protection and convenience of persons dealing with any attorney as the Directors think fit.

L General Meeting: voting by attorney or proxy

Validity of vote after death or revocation

88 If a person who has appointed a proxy or attorney has either died or revoked the appointment but any notice in writing of the death or revocation has not been received at the Registered Office before the meeting, then a vote given in accordance within the terms of appointment will be valid.

Person who has appointed proxy or attorney may attend meetings

89 A person who has appointed a proxy or attorney may attend and take part in a meeting. Doing so does not revoke the appointment — unless the person votes on the resolution to which the appointment applies.

M Directors

Number and qualifications of Directors

90 The number of Directors comprising the Board will be at least 3 and no more than 10 elected by the Members in accordance with this Constitution — except as provided in clauses 93.3 and 95.

91 Each Director must be a financial Member or a Representative of a financial Member.

Length of appointment

92 Each elected Director will hold office:

92.1 from the end of the Annual General Meeting at which they were elected;

92.2 until the third Annual General Meeting after their appointment (3 year terms) — at that time, they must retire (but may be eligible for re-election), subject to clauses 92.3 and 92.4;

92.3 a Director who has held office for three consecutive three year terms may only be re-elected by a Special Resolution;

92.4 at the Annual General Meeting held in the year 2020, Directors will be elected for either one, two or three year terms, with an equal number of Directors being elected for each term. One and two year terms are not counted towards the terms of a Director under clause 92.3.

Election of Directors

93 Directors will be elected in the following way:

93.1 Any two Full Members may nominate any Member or Representative to serve as a Director.

93.2 The nomination of any Member or Representative as a candidate for election as a Director must be:

- in writing and signed by the nominated person and their proposer and seconder; and
- lodged with the Company Secretary at least 30 days before the Annual General Meeting at which the election is to take place (or any other

scheduled General Meeting).

93.3 If the number of nominated candidates:

- *is no more than the number of vacancies,* then the Chair of the Annual General Meeting will declare those candidates elected as Directors.
- *is more than the number of vacancies,* then the Company Secretary will arrange for balloting lists to be prepared containing the names of the candidates in an order determined by lot. The Board may determine the method of the ballot. Each Member is entitled to vote for any number of candidates not exceeding the number of vacancies.
- *is not enough to meet the required minimum number of Directors,* then the Board must appoint a Member or Representative as Director (as long as they consent) until there is at least the minimum number of Directors.

Officers on the Board

94 At the first meeting of the Board after the Annual General Meeting, the Directors will elect from among their number a Chair and a Deputy Chair. Each of them will hold office until the end of the next Annual General Meeting unless they resign, or are removed, and a replacement is approved by the Board.

Casual vacancies

95 If there is a casual vacancy in the office of Director, then the Board may appoint a replacement Director. That replacement Director holds office until the end of the next Annual General Meeting.

Disqualification of Directors

96 The office of a Director will be vacated if the Director:

96.1 is a Member, or a Representative of a Member, and they become bankrupt or make any arrangement or composition with their creditors;

96.2 is a Representative of a Member and that Member resigns or is expelled as a Member;

96.3 is a Representative of a Member which is not a natural person, and a winding up order is made in respect of that Member;

96.4 becomes of unsound mind;

96.5 is absent for three consecutive Board Meetings without leave of the Board (unless the Board resolves to the contrary);

96.6 resigns from their Directorship by giving written notice to the Company; or

96.7 ceases to hold office by reason of any order made under the Act.

First directors

97 The first Directors are the persons set out as Directors in the application to register the Company lodged under section 117 of the Act. The first Directors will hold office until the end of the first Annual General Meeting, at which point they will cease being directors but will

be eligible for re-election.

N Powers of the Board

The board controls and directs the company

98 The control and direction of the Company and the management of its property and affairs are vested in the Board.

99 The Board may exercise all powers of the Company that are not required to be exercised or done by the Company in General Meeting.

Borrowing

100 The Board may raise money in any manner it thinks fit including by borrowing money (whether on the security of the Company's assets or not) and the issuing of a security for any other purpose — so long as this is done to further the Company's objects set out in clause 3.

Investment

101 The Board may invest the Company’s money in any manner, and for any period, it thinks fit.

Negotiable instruments

102 Two Directors, or one Director and some other officer authorised by the Board for the purpose, may sign, draw, accept, endorse or otherwise execute (as the case may be) the following documents for and on behalf of the Company: all cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company.

O Proceedings of the Board

General

103 The Board may meet for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.

104 The Board must meet at least 5 times a year.

Use of technology in Board conferencing

105 The Board may, if it thinks fit, confer by radio, telephone, facsimile, computer, Internet, closed circuit television or other electronic means of audio or audio-visual communication. Any resolution passed using such a system is to be treated as having been passed at a meeting of the Board held on the day and at the time the conference was held — even if the Directors were not present together in one place at the time. This clause does not limit the discretion of the Board to regulate its meetings.

106 The provisions of this Constitution regulating the proceedings of the Board apply so far as they are capable to such conferences.

Notice of meeting

107 At any time, the Board may convene a Board meeting by notice served on each Director.

The Company Secretary is to arrange that notice at the request of the Chair or Deputy Chair.

108 The proceedings of a Board meeting are valid even if:

108.1 the Company accidentally omitted to give notice of a meeting to any Director; or

108.2 any Director did not receive notice of the meeting.

Quorum

109 A quorum for Board meetings is (unless the Board determines otherwise) if the number of Directors:

109.1 is an even number, half of the Board plus one other director; or

109.2 is an odd number, the odd number nearest to, and greater than, half of the number of Directors.

Chair

110 The Chair, or in the Chair's absence the Deputy Chair, is to chair every Board meeting.

111 If at a Board meeting neither the Chair nor the Deputy Chair is present within fifteen minutes after the time appointed for holding that meeting (or if neither is willing to chair), then the Directors present will choose one of their number to chair the meeting.

Voting

112 Questions arising at any meeting will be decided by a majority of votes. Each Director present is entitled to one vote. The Chair does not have a casting vote.

113 However, the Board may suspend a Director's entitlement to vote if the Director (or the Member for whom the Director is a Representative) owes the Company any amount that is more than 3 months overdue (or such other period as the Board determines).

Delegation by the Board

114 Subject to clause 115, the Board may, as it thinks fit, delegate any of its powers to individual Directors or Members or to committees. A committee may consist of the Directors or Members (or both) that the Board thinks fit. Any individual or committee must comply with any Board direction about how to execute the delegated powers.

115 The Board may not delegate its power to delegate.

116 The meetings and proceedings of any committee will be governed by the provisions of this Constitution that regulate the meetings and proceedings of the Board so far as they apply and so far as the Board has not replaced them.

Defects in appointment

117 An act done in good faith by any meeting of the Board, any meeting of any committee formed by the Board or by any person acting as a Director will not be invalidated merely because of:

117.1 any defect in the election, appointment or tenure of a Director or person acting on any such committee; or

117.2 the disqualification of any of them.

P Board minutes and circulated resolutions

Making Board resolutions

118 The Board may make resolutions either:

118.1 in a meeting, of which minutes must be kept as set out in clause 119; or

118.2 by circulated resolution which must be made and kept as set out in clause 120.

Minutes to be kept

119 The Board must arrange for:

119.1 proper minutes to be made of the proceedings and resolutions of all meetings of the Company, the Board and committees formed by the Board;

119.2 the minutes to be entered in books kept for that purpose; and

119.3 the minutes to be signed by the Chair of the meeting or by the Chair of the next meeting.

Circulated Resolution General

120 If all the Directors have signed a document containing a statement that they are in favour of a resolution set out in the document, then that resolution is to be treated as having been passed as a Circulated Resolution at a meeting of the Board held at the time and date on which the resolution was last signed by a Director. (However, the reference to “all the Directors” in this clause does not include any Director who is not entitled to vote on the Resolution.)

121 Any Circulated Resolution may consist of several documents in identical terms, each signed by one or more Directors and must be entered in the relevant book of minutes of the Company.

Evidence of proceedings and resolutions

122 A minute or Circulated Resolution that is recorded and signed in accordance with clause 119 or 120 to 121 (as the case may be) is evidence of the proceeding or resolution to which it relates (unless the contrary is proved).

Q Accounts

Accounts to be kept

123 The Board must arrange for the Company to keep proper books of account that:

123.1 record true and complete accounts of the affairs and transactions of the Company; and

123.2 give a true and fair view of the state of the Company's affairs and explain its transactions.

Location and inspection of accounts

124 The Board must arrange for the books of account:

124.1 to be kept at the Registered Office, or in a place or places it thinks fit; and

124.2 to be open to the inspection of the Directors during usual business hours.

Auditor

125 The Company will comply with the Act in relation to the appointment, removal and resignation of an Auditor.

R Indemnity

Definition of Liability and Officer

126 In clauses 127 to 129:

126.1 **Liability** means costs, losses, liabilities and expenses.

126.2 **Officer** means a Director, Company Secretary or other officer of the Company and includes a former Officer, but does not include an auditor or agent of the Company.

Indemnity of Officers

127 The Company must indemnify every Officer out of the assets of the Company against any Liability incurred by that Officer in their capacity as an Officer by reason of any act or thing done or omitted to be done by that person:

127.1 in that capacity; or

127.2 in any way in the discharge of that person's duties; or

127.3 by reason of or relating to the person's status as an Officer.

128 However, the indemnity in clause 127 does not extend to any Liability from, or against, which the Company is not permitted by the Corporations Act to exempt or indemnify the Officer.

Indemnity for Proceedings

129 Without limiting clause 127, the Company must indemnify every Officer out of the assets of the Company against any Liability incurred by that person in defending proceedings, whether civil or criminal, in respect of any act or thing done by the Officer in that person's capacity as such Officer.

130 However, the indemnity in clause 129 does not extend to any Liability from, or against, which the Company is not permitted by the Corporations Act to exempt or indemnify the Officer.

S Amending the Constitution

131 Subject to clause 132, the Members may amend this Constitution by passing a special resolution

132 The Members must not pass a special resolution that amends this Constitution if passing it causes the Company to no longer be a charity.

T Company Secretary

133 The Board may appoint, suspend or remove a Company Secretary on such terms, conditions and remuneration as the Board sees fit.

133.1 The Company Secretary must act in accordance with the Australian Charities and Not-for-profits Commission Act 2012 and the Corporations Act 2001.

133.2 The Company Secretary must discharge all functions conferred on the Secretary under this Constitution.

133.3 The Company Secretary is the public officer of the Company unless the Board determines otherwise.

U Notices

134 The Company may serve notice on any Member in the ways shown in the left hand column of the table below. A notice will be taken to be served at the time shown in the right-hand column of that table on the relevant row. Any notice to be served on a Representative is served by serving it on the relevant Member.

Way of serving notice	Timing of notice taken to be
Personally	When served
By sending it through the ordinary post to the Member's Registered Address	3 days after the day it is posted. In proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and deposited as a prepaid letter at the post office or in some postal receptacle.
By leaving it at their Registered Address in an envelope addressed to the Member.	**Business Day**: The same day it is left at the Registered Address. **Non-Business Day:** the Business Day after it is left at the Registered Address.
By sending it to the fax number or electronic address (if any) nominated by the Member.	On the Business Day after it is sent.

135 A certificate in writing signed by the Company Secretary or any officer of the Company that the envelope containing the notice was properly stamped, addressed and posted or delivered will be conclusive evidence of the service of such notice.

V Distribution of property on winding-up

136 If on the winding-up or dissolution of the Company after all its debts and liabilities have been satisfied there remains any property, then that property must not be paid to or distributed among the Members.

137 Instead, this property must be given or transferred to some other institution or institutions that have:

137.1 objects similar to the objects of the Company (if there is one); and

137.2 a Constitution which prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under clause 8 of this Constitution.

138 Choosing which institution or institutions the Company will transfer this property to must be

done by:

138.1 a special resolution of the Members at or before the time of the Company's dissolution; or

138.2 if no such special resolution is passed, then by a Judge or Registrar of the Supreme Court or such other court of competent jurisdiction.

W Replaceable Rules displaced

139 Each of the provisions of the Act that would, but for this clause, apply to the Company as a replaceable rule is expressly displaced and does not apply to the Company.

X Definitions and Interpretation

140 In this Constitution:

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

Annual General Meeting means the annual general meeting of Members.

Applicant means a person who lodges an Application under this Constitution.

Application means an application for Membership.

Auditor means the auditor or auditors of the Company, if the Company is required to have one. If the Company is not required to have an auditor, but has one, then it includes any such auditor.

Board means the board of directors of the Company.

Business Day means Monday to Friday excluding public holidays in the State or Territory the Company is registered in.

Chair means the Director who is elected to this office in accordance with clause 110.

Company means Farmers for Climate Action Limited.

Constitution means this Constitution, as amended.

Deputy Chair means the Director who is elected to this office in accordance with clause 94.

Directors means the members individually or collectively of the Board.

Extraordinary Meeting means a General Meeting of Members other than an Annual General Meeting.

General Meeting means an Annual General Meeting or an Extraordinary Meeting of the Company.

Member means a person admitted to Membership in accordance with this Constitution.

Membership means membership of the Company.

Register means the register of Members kept in accordance with the Act.

Registered Address means the address of a Member shown in the Register.

Registered Office means the registered office of the Company.

Representative means a person as described in clause 37.

141 In this Constitution, unless the context requires otherwise:

141.1 a person includes a corporate body, association, firm, partnership, or other unincorporated body;

141.2 a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;

141.3 this or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;

141.4 a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Constitution;

141.5 a word or phrase that is defined has the corresponding meaning in its other grammatical forms

141.6 writing includes all modes of representing or reproducing words in a legible, permanent and visible form;

141.7 the singular includes the plural and vice versa;

141.8 a gender includes all other genders; and

141.9 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Constitution.

Schedule 1

Names and usual residential addresses of initial directors

Name of director	Usual residential address of director
Lucinda Corrigan	Old Rennylea Bowna, NSW, 2644
Anna Felicity Rose	17 Higgins Crescent Ainslie, ACT, 2602
Peter Holding	122 Cunningar Road Harden, NSW, 2587
Jonathan Harvey Wright	890 Goodacre Drive Woodstock, NSW, 2793
Robin Vera Gunning	6/44 North Street North Tamworth, NSW, 2340
Joshua Mark Gilbert	50/109 Canberra Avenue Griffith, ACT, 2603
Anika Genevieve Fleur Molesworth	19 Linacre Road Hampton, VIC, 3188
Charles Jeffrey Prell	'Savannah' 2979 Crookwell Road Crookwell, NSW, 2583
Lucinda Corrigan	Old Rennylea Bowna, NSW, 2644
Kirrily Gai Blomfield	“Colorado”, 324 Blomfield’s Road, Quirindi NSW 2343

Guarantee

The Members of the Company have each guaranteed the following amount on its establishment $10.

Schedule 2

Statement by persons who have consented to be members of the company

I consent to become a member of the company. I agree to the form of this Constitution of the company.

Name of member	Usual residential address
Lucinda Corrigan	Old Rennylea Bowna, NSW, 2644
Anna Felicity Rose	17 Higgins Crescent Ainslie, ACT, 2602
Peter Holding	122 Cunningar Road Harden, NSW, 2587
Jonathan Harvey Wright	890 Goodacre Drive Woodstock, NSW, 2793
Robin Vera Gunning	6/44 North Street North Tamworth, NSW, 2340
Joshua Mark Gilbert	50/109 Canberra Avenue Griffith, ACT, 2603
Anika Genevieve Fleur Molesworth	19 Linacre Road Hampton, VIC, 3188
Charles Jeffrey Prell	'Savannah' 2979 Crookwell Road Crookwell, NSW, 2583
Kirrily Gai Blomfield	“Colorado”, 324 Blomfield’s Road, Quirindi NSW 2343

Execution

Date:

Signature of member: _____

Lucinda Corrigan

Signature of witness: _____

Name of witness: _____

Date:

Signature of member: _____

Anna Felicity Rose

Signature of witness: _____

Name of witness: _____

Date:

Signature of member: _____

Peter Holding

Signature of witness: _____

_____

Name of witness: _____

Date:

Signature of member: _____

Jonathan Harvey Wright

Signature of witness: _____

Name of witness: _____

Date:

Signature of member: _____

Robin Vera Gunning

Signature of witness: _____

Name of witness: _____

Date:

Signature of member: _____

Joshua Mark Gilbert

Signature of witness: _____

Name of witness: _____

Date:

Signature of member: _____

Anika Genevieve Fleur Molesworth

Signature of witness: _____

Name of witness: _____

Date:

Signature of member: _____

Charles Jeffrey Prell

Signature of witness: _____

Name of witness: _____

Date:

Signature of member: _____

Kirrily Gai Blomfield

Signature of witness: _____

Name of witness: _____