



Constitution & Bylaws
RainShine Foundation Australia Ltd
(Effective from 25 04 2019)

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**CONSTITUTION OF THE
RainShine Foundation Australia Ltd
(INCORPORATED UNDER THE CORPORATIONS ACT 2001 (Cth))**

Structure and Objects

1 Name and Operating Structure

- 1.1 The name of this corporation is RainShine Foundation Australia Ltd and hereafter in this Constitution is referred to as "RainShine Foundation Australia".
- 1.2 The business of the organisation may be conducted under the names RainShine Foundation Australia Ltd.
- 1.3 RainShine Foundation Australia Ltd is an incorporated Not-For-Profit Company Limited by Guarantee.
- 1.4 The office of RainShine Foundation Australia Ltd shall be 10 Martha Street Paddington, 4064, or such other office as shall be determined from time to time by the Board of RainShine Foundation Australia Ltd.
- 1.5 Severing Invalid Provisions

If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction this shall not affect or impair:

- 1.5.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
- 1.5.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Constitution.
- 1.6 Schedules 1 and 2 apply and form part of this Constitution.
- 1.7 Exclusion of Replaceable Rules
To the extent permitted by law, the replaceable rules referred to in Part 2B.4 of the Corporations Act do not apply to RainShine Foundation Australia Ltd.

2 Objectives and Powers

2.1 Objectives

RainShine Foundation Australia is a Not-For-Profit organisation that works with rural communities around the world for charitable purposes to provide education and supporting infrastructure.

RainShine Foundation Australia has a mandate to work with communities to improve access to primary and secondary education. Our programs shall deliver education to both individuals and communities as a whole to provide the building blocks for these communities to create long-term resource security. Towards achieving this objective RainShine Foundation Australia shall also implement physical infrastructure to support our educational programs such as technology, building schools, medical support, transportation and communication.

Our philosophy where possible is to employ and use local resources within the country we are working and, we always operate on the principle in all our programs to “Do No Harm”.

2.2 Existing Programs

RainShine Foundation Australia is operating in Bas-Uélé and Haut-Uélé Democratic Republic of Congo (DRC) to provide education and supporting infrastructure to communities within these provinces.

2.3 Not-For-Profit

2.3.1 RainShine Foundation Australia is a Not-For-Profit organisation where the income and property must be applied solely in promoting the objects of RainShine Foundation Australia as set out in this Constitution.

2.3.2 Subject to Article 2.3.3 RainShine Foundation Australia must not make any payment or transfer of income or property directly or indirectly to any Member or Director, whether this is by way of dividend, surplus on winding up, or otherwise.

2.3.3 Article 2.3.2 does not prevent RainShine Foundation Australia, with the approval of the Directors and acting in good faith, paying for:

2.3.3.1 goods supplied in the ordinary and usual course of business;

2.3.3.2 interest at a reasonable and proper rate on money borrowed from any Member;

2.3.3.3 reasonable and proper rent for premises demised or let by any Member to RainShine Foundation Australia;

2.3.3.4 remuneration to any officers or servants of RainShine Foundation Australia in return for any services rendered other than in the capacity as Director or Officer, where the provision of the service has the prior approval of the

Directors of RainShine Foundation Australia and where the amount payable is approved by the Directors of RainShine Foundation Australia and is not more than an amount which commercially would be a reasonable payment for the service;

- 2.3.3.5 of out-of-pocket expenses incurred by a Director in the performance of any duty as a Director of RainShine Foundation Australia where the amount payable does not exceed any amount previously approved by the Directors of RainShine Foundation Australia;
- 2.3.3.6 of any salary or wage due to a Director as an employee of RainShine Foundation Australia where the terms of employment have been approved by the Directors of RainShine Foundation Australia;
- 2.3.3.7 a financial benefit to a Director or payment of an insurance premium in respect of a contract insuring a Director to which sections 210, 211, 212 and 216 of the Corporations Act refers provided that the financial benefit and/or insurance premium has been previously approved by the Directors of RainShine Foundation Australia; or
- 2.3.3.8 any other reasonable amount of a similar character to those described in this Clause 2.3.3

2.4 RainShine Foundation Australia must not:

- 2.4.1 breach a condition of the ASIC Licence; or
- 2.4.2 pursue objects or purposes that would prevent it being granted the ASIC Licence; or
- 2.4.3 apply its income to promote objects or purposes that would prevent it being granted the ASIC Licence; or
- 2.4.4 modify its Constitution to allow it to do anything which it is required not to do under Clauses 2.4.1 to 2.4.3 of this Article 2.4 and Article 2.3.2.

2.5 The liability of Members is limited.

- 2.5.1 Every Member of RainShine Foundation Australia undertakes to contribute an amount not exceeding one dollar (\$1) to the property of RainShine Foundation Australia in the event of it being wound up while the Member is a Member or within one (1) year after the Member ceases to be a Member, if required for payment:
 - 2.5.2 of the debts and liabilities of RainShine Foundation Australia contracted before the Member ceases to be a Member;
 - 2.5.3 of the costs, charges and expenses of winding up; and
 - 2.5.4 for the adjustment of the rights of the contributories among themselves.

3 Membership

3.1 Membership

Membership of RainShine Foundation Australia shall consist of the Foundation Directors and 1 member who have consented in the application for registration of RainShine Foundation Australia Ltd.

The Board of Directors can also elect to establish bylaws to accept membership classes in addition to the Founding Directors and member by the passing of a Special Resolution subject to Clause 9.1.2.

Board of Management

4 Ordinary Directors

4.1 Board Size and Composition

The Board of Directors shall have no fewer than three (3) and no more than seven (7) directors. A Director position on the Board shall be referred to as "Ordinary Director". Collectively Ordinary Directors can also be generally referred to as the "Board of Directors". From the Ordinary Directors there shall be three (3) elected by their number pursuant to Article 5 to hold one of the Executive Officer Bearer roles of: Chairperson, Treasurer and Secretary.

4.2 Compensation

The Board of Directors shall have no compensation other than reasonable expenses

4.3 Term of Ordinary Director

Ordinary Directors of the Board shall serve a term of four (4) years with an unlimited number of terms. Re-election as an Ordinary Director is pursuant to Clause 4.5.

4.4 Vacation of Ordinary Director from the Board

An Ordinary Director position shall be vacated from the Board of Directors if they:

- 4.4.1 Become prohibited by law from being a Director of an organisation / company.
- 4.4.2 Officially declared bankrupt.
- 4.4.3 The Ordinary Director is, or may be suffering from mental disorder and either:
 - 4.4.3.1 is admitted to hospital in pursuance of an application for admission or treatment under the Mental Health Act governing the relevant jurisdiction in relation to an Ordinary Director,
 - 4.4.3.2 a registered medical practitioner who is treating that person gives a written opinion to RainShine Foundation Australia stating that that person has become physically or mentally incapable of acting as a director; or
 - 4.4.3.3 an order is made by a court having jurisdiction in relation to an Ordinary Director in matters concerning an Ordinary Director's mental health, which would restrict them acting as a Director of RainShine Foundation Australia.
- 4.4.4 Resign their position as an Ordinary Director by written notice to RainShine Foundation Australia.
- 4.4.5 Have for more than six (6) consecutive months been absent without permission of the RainShine Foundation Australia Board from meetings of the directors held

during that period and the directors resolve by passing an affirmative Ordinary Resolution subject to Clause 9.1.1 that his/her office be vacated.

4.4.6 Terminated / impeached by the Board of Directors subject to Clause 4.6.

4.5 Election of Ordinary Directors

Elections for the position of Ordinary Director shall be called during the last quarter of the fiscal year as defined in Clause 13.3 on a four (4) yearly cycle or as required to fill Ordinary Director vacancies.

Ordinary Directors who are elected to fill Ordinary Board positions that are due to expire shall serve a term beginning on the first day of the next fiscal year following elections. In case of filling an Ordinary Director position that is vacant then the Director elected can fill the vacancy immediately or on a date agreed by the Board of Directors.

4.6 Not more than two (2) Directors currently in office are eligible for retirement from the Board at any one time. If two (2) or more Directors are due to retire at any one time then the Director(s) up for retirement shall be picked in order of the oldest serving appointment to retire, or shall be picked by lot.

4.7 Termination / Impeachment of an Ordinary Director

The Board of Directors shall by calling a Special Board Meeting where the only business to be conducted is to pass a Special Resolution subject to Clause 9.1.2 for a notice of termination /impeachment to be issued to an Ordinary Director(s).

4.7.1 Where the Board of Directors has passed an affirmative Special Resolution to issue a notice of termination, the Secretary as directed by the Board of Directors shall send a written notice to the Director(s) within five (5) days of the Board of Director's decision. This notification shall state the reasons for termination and to request the Director(s) to give reason why the termination should not go ahead.

4.7.2 Before a termination of an Ordinary Director can be finalised, the Board shall allow the Director(s) to provide to them, either orally or in writing an explanation of the events and a defence as to why they should not be terminated.

4.7.3 Following the completion of clauses 4.6.1 – 4.6.2, the Board of Directors shall call a Special Board Meeting to consider the defence of the Director(s) and to pass a Special Resolution subject to Clause 9.1.2 by secret ballot as to whether the termination should be confirmed or revoked.

4.7.4 Following the passing of a Special Resolution on the subject of a termination of an Ordinary Director(s) from the Board, the Secretary shall provide a notice to the Ordinary Director(s) on the outcome of the secret ballot by the Board of Directors.

- 4.7.5 The passing of an affirmative Special resolution to terminate / impeach an Ordinary Director(s) from the Board is final and binding.

5 Executive Office Bearers

5.1 Number of Executive Office Bearers

There shall be three (3) executive Officer Bearer roles, consisting of Chairperson, Secretary and Treasurer who are elected from the existing Ordinary Directors. Not more than one (1) member of the same family can hold an Executive Office Bearer role of (Chairperson, Treasurer/Financial Officer, and Secretary) concurrently.

5.2 Term of Executive Office Bearer

The term for an Executive Officer Bearer is two (2) years. Election for Office Bearer roles shall be undertaken by the Board of Directors on a cycle of every two (2) years or as required by the Board to fill vacant Office Bearer roles. An Ordinary Director must not serve in the same executive Office Bearer role for more than two (2) consecutive terms.

5.3 An Ordinary Director who has served two (2) consecutive terms in the same Office Bearer role must retire from holding that Office Bearer role for a period of one (1) year. However they can nominate for a different Office Bearer role that they have not held for two (2) consecutive terms, or they can remain on the Board to complete their current term as an Ordinary Director, or they can nominate as an Ordinary Director pursuant to Articles 5 and 10.

5.4 Election of Executive Officer Bearers

An Ordinary Director can only nominate for and hold one (1) executive Office Bearer role concurrently.

5.4.1 In the case where an executive Office Bearer role is not filled then the Board of Directors can undertake a separate vote for one of the existing Ordinary Directors to hold up to no more than two (2) executive Office Bearer roles temporarily for a term voted on by the Board of Directors. In the case where an Ordinary Director is undertaking two (2) executive Office Bearer roles concurrently, then the Board of Directors shall make it a priority to find a suitable candidate to fill the vacant Office Bearer role.

5.4.2 Office Bearers who are elected to fill executive Office Bearer roles that are due to expire shall serve a term beginning on the first day of the next fiscal year following elections. In case of filling an Officer Bearer role that is vacant then the Director elected can immediately fill the Office Bearer role or on a date agreed by the Board of Directors.

6 Executive Office Bearer Duties

6.1 Chairperson / President

The Chairperson shall convene regularly scheduled Board meetings subject to Article 8, and shall preside at these meetings and also arrange for other Executive Office Bearers and Ordinary Directors to attend each meeting.

The Chairperson shall prepare communications as required. In conjunction with the Secretary a written report is prepared annually outlining RainShine Foundation Australia's programs/projects. RainShine Australia will communicate to the RainShine Foundation USA Board of Directors on programmes and projects at least annually.

6.2 6.2 Secretary

The secretary shall be responsible for keeping records of Board actions, including overseeing the taking of minutes at all Board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each Board Director, and assuring that corporate records are maintained.

6.3 Treasurer

The treasurer at each Board meeting provide reports/bank statements on the financial position of RainShine Foundation Australia, including any investments that RainShine may hold. The Treasurer shall be responsible for the preparation of the budget, fundraising plans, and making financial information available to the Board Directors. The Treasurer in conjunction with the Directors shall prepare an Annual Report that is accepted by the Board of Directors and which is published externally to RainShine.

7 Managing Director / Chief Executive Officer

7.1 Definitions

The terms Managing Director and Chief Executive Officer in this document have the same meaning and will be referred to thereafter as Managing Director.

7.2 Scope

The Board of Directors may appoint a suitably qualified person to the position of Managing Director by passing an affirmative Special Resolution of the Board subject to Clause 9.1.2, including one of themselves as the Managing Director of RainShine Foundation Australia Ltd. An incumbent in the role of Managing Director is responsible for the day-to-day operations of RainShine Foundation Australia.

7.3 Term

The term of Managing Director of RainShine Foundation Australia shall be four (4) years, unless the incumbent is terminated by the Board of Directors subject to Clause 7.7 or the Board of Directors decide by passing an affirmative Special Resolution subject to Clause 9.1.2 that this position is not required. The role of Managing Director shall be appointed subject to this Article 7.

7.4 Restrictions

The Managing Director shall not hold office as a Chairperson of the Board concurrently, unless they resign as Managing Director.

7.5 Voting Rights

The Managing Director of RainShine Foundation Australia has no automatic voting power on the Board of Directors, however the Board of Directors can by passing an affirmative Special Resolution subject to Clause 9.1.2 bestow voting rights to the Managing Director. Where voting rights are bestowed to a Managing Director, then they have 1 vote only.

7.6 Powers

The Managing Director must exercise the powers delegated to him or her in accordance with any directions of the Board of Directors, and delegated power to the Managing Director is as effective as if the Board of Directors exercised the power.

7.6.1 The Board of Directors may revoke or vary any power (including voting rights on the Board) delegated to the Managing Director, by passing an affirmative Special Resolution subject to Clause 9.1.2.

7.6.2 An Ordinary Director who has served as the Managing Director of RainShine Foundation Australia where their term is finished (ie not renewed, resigned, or the Board of Directors has terminated the incumbent without prejudice to holding future positions in RainShine Foundation Australia), then they may nominate for an Ordinary Director position as per the four (4) year election cycle or nominate to fill a vacant Ordinary Director position on the Board pursuant to Clause 4.5 and Article 10.

7.7 Termination, Resignation, or Suspension of Managing Director

Subject to any conditions of contract between the Managing Director and the RainShine Foundation Australia Board of Directors, the Board of Directors may by passing an affirmative Special Resolution:

7.7.1 terminate or suspend the Managing Director any time with, or without cause or reason, or

7.7.2 revoke or vary any power delegated to the Managing Director.

7.7.3 The Managing Director is not entitled to attend any meeting of the Board of Directors whilst under suspension.

8 Board Meetings

8.1 Board Meetings

The Board shall meet at least quarterly at an agreed upon time and place. A notice of Board meeting shall be provided at least one week in advance. Meetings will be held in person or via teleconferencing technology as agreed upon in the meeting notice.

An official Board meeting requires that each Ordinary Director has written electronic (email/Facebook group notification and/or the capability to access other electronic communication tools as agreed by the Board of Directors). In the case of a Director who does not have access to electronic communication then it is the responsibility of both the Director and the Secretary to make arrangements for access to meeting materials and notices, and for attendance at meetings.

8.2 Quorum

A Quorum shall consist of fifty (50%) of the total number of Ordinary Directors elected to the Board.

9 Resolutions and voting

9.1 Any resolution shall not be taken to be carried unless the requisite majority comprises of the following:

9.1.1 Ordinary Resolutions require an affirmative vote of fifty (50) percent or more of Ordinary Directors who are entitled to vote and, who are present and voting, using whichever voting method that is provided for in the notice of meeting or declared by the Chairperson of the relevant meeting for the resolution at hand or declared by the Board of Directors. Equality of votes is decided in the negative.

9.1.2 Special Resolutions require an affirmative vote of seventy-five (75) percent or more of Ordinary Directors who are entitled to vote and, who are present and voting, using whichever voting method that is provided for in the notice of meeting or declared by the Chairperson of the meeting for the resolution at hand, or declared by the Board of Directors prior to the Meeting. Equality of votes is decided in the negative.

10 General Election Procedures

- 10.1 At least thirty (30) days, or by another period as agreed by the Board shall be identified as the "election period", which shall cease by the end of the fiscal year in a given election year.
- 10.2 The Secretary shall call for nominations from the Ordinary Membership to fill retiring Director positions and/or existing vacant Board positions. Candidates may also be asked to provide written documentation on their experience and skills for a Board position, which may be made available to the voting membership.
- 10.3 The Chairperson shall write the names of the Ordinary Directors whose terms are not due to expire in the current year to draw by lot, one (1) name to administer the election and a minimum of one (1) subsequent name(s) to oversight the process and results of an election.
- 10.4 Elections for Ordinary Director and Office Bearer roles shall take place as a secret ballot in a format voted on by the Board of Directors and called in accordance with the provisions of this Constitution.

General Business Matters

11 Indemnity and insurance

- 11.1 Member's indemnity is limited. Subject to Section 199A and 199B of the Corporations Act every person who is or was an officer of RainShine Foundation Australia may if the Board so determines be indemnified, to the maximum extent permitted by law against any liability incurred during the course of undertaking RainShine Foundation Australia duties, other than a liability for legal costs.
- 11.2 RainShine Foundation Australia may if the Board so determines effect and maintain Public Liability insurance.
- 11.3 RainShine Foundation Australia may effect and maintain other forms of insurance as approved by the Board of Directors.

12 Project Management

- 12.1 The Board as required will approve project(s) to undertake activities for the purpose of carrying out the objects of this Constitution:
 - 12.1.1 all such projects shall meet any criteria set out by the Board and, the Board shall pass an affirmative Ordinary resolution to approve a project to be funded by RainShine Foundation Australia.
 - 12.1.2 The Board shall review the performance of all approved, operational projects not less than twice yearly.
 - 12.1.3 a decision to cease a project before its natural completion date shall be documented in a recommendation to the Board outlining the reasons for the decision to cease a project.
 - 12.1.4 the passing of an affirmative Ordinary Resolution by the Board is required to cease and/or withdraw resources from a project before its agreed completion date.
 - 12.1.5 in the case where the Board has delegated its power for the approval and cessation of a project, the Board at its discretion can remove this power or overturn a prior decision that has been made on its behalf in relation to project matters.

13 Accounts, audit and records

- 13.1 Subject to the Corporations Act the Board shall determine whether the appointment of a suitably qualified auditor is required.
- 13.2 The Board must cause proper accounting and other records to be kept in accordance with the Corporations Act, including with respect to:

- 13.2.1 all sums of money received and expended by RainShine Foundation Australia and the manner in respect of which the receipt and expenditure takes place;
 - 13.2.2 sales, purchases or gifts of real and personal property; and
 - 13.2.3 the assets and liabilities of RainShine Foundation Australia.
- 13.3 The financial year of RainShine Foundation Australia shall be the twelve (12) months ending at 30th June each calendar year unless the Directors decide otherwise in accordance with the Corporations Act.
- 13.4 The funds of RainShine Foundation Australia must be kept in an account or accounts in the name of *RainShine Foundation Australia Ltd* in one or more financial institutions to be decided by the Board of Directors.
- 13.5 All amounts received by RainShine Foundation Australia must be deposited into an account approved under Article 13.4 as soon as practicable after receipt.
- 13.6 An annual budget may be established and shall be approved by the Board. Where a budget for expenditure is not set, then the Board shall approve individual expenditure (either actual or estimated) prior to incurring the expense by passing an affirmative Ordinary Resolution by all the Directors in office who are entitled to vote and, who are present and voting.
- 13.7 Pursuant to any additional By-laws set out by RainShine Foundation Australia, in an emergency or where time does not permit three (3) Directors can jointly approve expenses to be incurred without the requirement to hold a Board Meeting. The payment of expenses approved in this manner is still pursuant to Article 13.9 and the records of approval are provided to the General Secretary for tabling at the earliest Board meeting.
- 13.8 All payments by RainShine Foundation Australia must be made by cheque or Electronic Funds Transfer (EFT).
- 13.9 Cheques and EFT transactions must be signed and/or authorised by either the General Secretary or Financial Officer and, another Director who is authorised by the Board of Directors to operate the bank accounts of RainShine Foundation Australia.
- 13.10 RainShine Foundation Australia may keep a petty cash account and the Board must decide the amount to be kept in petty cash.
- 13.11 The record of financial accounts of RainShine Foundation Australia shall be kept at the registered office of RainShine Foundation Australia or, subject to the Corporations Act, another place as the Board thinks fit. By prior arrangement these records can be made available for inspection by the Directors of the Board.
- 13.12 The Directors must cause the financial accounts of RainShine Foundation Australia to be audited in accordance with the requirements of the Corporations Act and other relevant Commonwealth, State and Territory acts.

14 Establishment and Operation of Donation Account Fund

- 14.1 RainShine Foundation Australia shall maintain a Bank Account Fund(s) specifically to account for donations and gifts separately from money raised to administer the day-to-day operations of RainShine Foundation Australia and membership fees:
 - 14.1.1 to which gifts of monies are to be credited;
 - 14.1.2 to which any money received by RainShine Foundation Australia because of those gifts is to be credited; and
 - 14.1.3 that does not receive any other monies or property.

15 Limits on Use of Donation Account Fund

- 15.1 RainShine Foundation Australia must use the following only for its objects pursuant to Clause 2.1:
 - 15.1.1 gifts made to the Donation Account(s); and
 - 15.1.2 any money received because of those gifts.

16 Execution of Documents

- 16.1 If RainShine Foundation Australia has a common seal, RainShine Foundation Australia may execute a document (excluding project/operational reports) if that seal is fixed to the document and the fixing of that seal is witnessed by:
 - 16.1.1 two Directors; or
 - 16.1.2 a Director and a General Secretary (where a Director is not holding the office of the General Secretary); or
 - 16.1.3 a Director and a legal authority appointed by the Directors for that purpose.
- 16.2 RainShine Foundation Australia may execute a document (excluding project/operational reports) without a common seal if the document is signed by:
 - 16.2.1 two Directors; or
 - 16.2.2 a Director and a General Secretary (where a Director is not holding the office of the General Secretary); or
 - 16.2.3 a Director and a legal authority appointed by the Directors for that purpose.
- 16.3 The Directors may resolve, generally or in a particular case that any signature on certificates for membership, or other common use documents specified by the Directors, may be affixed by mechanical or other means.
- 16.4 Negotiable instruments may be signed, drawn, accepted, endorsed or otherwise executed by or on behalf of RainShine Foundation Australia in the manner, and by the persons, as the Directors resolve.

17 Common Seal

17.1 The Board of Directors may determine to have a common seal, if a common seal for RainShine Foundation Australia exists then:

- 17.1.1 The common seal must be:
- 17.1.2 kept securely by the General Secretary;
- 17.1.3 used only under the authority of the Board of Directors; and
- 17.1.4 each and every time the seal is used, the name of the signing Directors, the reason for its use and, the date of its use is recorded in a register established for that purpose.

18 By-laws and Code of Ethics

18.1 The Board may make By-laws for the regulation of activities of RainShine Foundation Australia.

18.2 The Board of Directors may amend or repeal any of the By-laws as the Board deems appropriate.

18.3 Financial Members of RainShine Foundation Australia entitled to vote according to their Membership Class may set aside a By-law by passing a Special Resolution in the affirmative at a Special General Meeting called for that purpose. Equality of votes is decided in the negative.

18.4 The Board may make and from time to time amend, repeal or add to the Membership Code of Conduct.

19 Constitutional Matters

19.1 Subject to the Corporations Act, this Constitution may be amended only if:

- 19.1.1 Proposed changes (excluding spelling mistakes, and formatting & grammatical changes) to the Constitution shall be submitted to its financial Members belonging to the Ordinary Membership Class for review prior to a vote on amendments to the Constitution; and
- 19.1.2 An affirmative Special Resolution is passed by the financial Members who belong to the Ordinary Membership Class to adopt the proposed amendments to the Constitution.

19.2 On adoption of changes to the Constitution subject to this Article 19.1, the amended Constitution shall be made available within fourteen (14) business days to the membership and provided to ASIC.

19.3 The master copy of this Constitution, recording all amendments, is to be held at the registered office of RainShine Foundation Australia. A current copy is also to be:

- 19.3.1 provided to each Director;

- 19.3.2 available to all Members electronically;
- 19.3.3 open to the inspection of Members at the registered office of RainShine Foundation Australia upon reasonable notice being first given; and
- 19.3.4 open for inspection at a Board of Director's meeting or at a Meeting of Members.

Notices

20 Notice to Members

- 20.1 RainShine Foundation Australia may give notice to a Member:
 - 20.1.1 by hand delivery;
 - 20.1.2 by sending it by prepaid post to the address of the Member in the Register or alternative address (if any) nominated by that Member;
 - 20.1.3 by sending it to the fax number or electronic address (if any) nominated by that Member; or
 - 20.1.4 with the approval, given by an Ordinary Resolution of the Directors, by advertisement in accordance with Article 20.3.
- 20.2 If the address of any Member in the Register is not within Australia and that Member has not provided a valid address, unless otherwise specified by the Corporations Act, RainShine Foundation Australia may (in addition to any method of service specified in Article 20.1) give a notice to that Member by:
 - 20.2.1 posting it on RainShine Foundation Australia's website; or
 - 20.2.2 posting it to an agreed Social media application eg Facebook or Twitter private message.
- 20.3 Any notice approved to be given by RainShine Foundation Australia to Members by advertisement shall be sufficiently advertised once in a daily newspaper circulating in the states and/or territories of Australia.
- 20.4 A notice sent by prepaid post may be included:
 - 20.4.1 separately by prepaid post;
 - 20.4.2 with any other article sent by prepaid post; or
 - 20.4.3 as part of the text of any other article and sent by prepaid post.

21 Notice to Directors

- 21.1 RainShine Foundation Australia may give notice to a Director or an Alternate Director:
 - 21.1.1 by hand delivery;

- 21.1.2 by sending it by prepaid post to the residential address of that person or the alternative address (if any) nominated by that person;
- 21.1.3 by sending it to the fax number or electronic address (if any) nominated by that person; or
- 21.1.4 by any other means agreed between RainShine Foundation Australia and that person.

22 Notice to RainShine Foundation Australia

- 22.1 A person may give notice to RainShine Foundation Australia:
 - 22.1.1 by leaving it at the registered office of RainShine Foundation Australia;
 - 22.1.2 by sending it by prepaid post to the registered office of RainShine Foundation Australia or postal address if different to the registered office;
 - 22.1.3 by sending it to the fax number at the registered office of RainShine Foundation Australia if a fax is available;
 - 22.1.4 by sending it to the electronic address (if any) nominated by RainShine Foundation Australia for that purpose; or
 - 22.1.5 by any other means permitted by the Corporations Act that is agreed between RainShine Foundation Australia and the person.

23 Time of Service

- 23.1 A notice is sent by prepaid post to an address within Australia is taken to be given:
 - 23.1.1 in the case of a notice of meeting, one (1) business day after it is posted; or
 - 23.1.2 in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- 23.2 A notice is sent by prepaid post to an address outside of Australia is taken to be given:
 - 23.2.1 in the case of a notice of meeting, three (3) business days after it is posted; or
 - 23.2.2 in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- 23.3 A notice sent by fax or electronic means is taken to be given on the business day it is sent, provided that the sender's transmission report shows that the whole notice was sent to the correct fax number or electronic address.
- 23.4 The giving of a notice by prepaid post is sufficiently proved by evidence that the postage was paid and the notice:
 - 23.4.1 was addressed to the correct address of the recipient; and
 - 23.4.2 was placed in the post.

24 Signatures

- 24.1 The Directors may decide, generally or in a particular case, that a notice given by RainShine Foundation Australia be signed by mechanical or other means.

Dissolution of RainShine Foundation Australia

25 Winding Up

- 25.1 On dissolution of RainShine Foundation Australia, the right to administer RainShine Foundation Australia must be transferred on to another organisation with similar purposes which is not carried on for the profit or gain of its individual Members.
- 25.2 If upon the winding up or dissolution of RainShine Foundation Australia there remains, after the satisfaction of all its debts and liabilities, any property or money whatsoever, the remaining assets shall be paid or distributed to another organisation with similar purposes which is not carried on for the profit or gain of its individual Members.



Schedule 1 – Revision History

Change Approved	Article / Clause Changed	Description of Change
25 th April 2019	Whole document	Document approval

Schedule 2 – RainShine Foundation Australia Authorisations of Directors

RainShine Foundation Australia Authorisations	
We the undersigned being each person specified in the application for the RainShine Foundation Australia registration consent to become a Member of this organization and agree to the terms of this Constitution	
Signed by an authorized officer	Signed in the presence of witness
	
LOUISE MARSDEN	
Name of Officer (print)	Name of Witness (Print)
Foundation Director, President	Deborah Anne Angel
Date: 7/5/19	(C.DEC)

RainShine Foundation Australia Authorisations	
We the undersigned being each person specified in the application for the RainShine Foundation Australia registration consent to become a Member of this organization and agree to the terms of this Constitution	
Signed by an authorized officer	Signed in the presence of witness
	
MICHAEL CAVE	
Name of Officer (print)	Name of Witness (Print) ETHEL BLAIR
Foundation Director, Vice President	
Date: 08/05/2019	

RainShine Foundation Australia Authorisations	
We the undersigned being each person specified in the application for the RainShine Foundation Australia registration consent to become a Member of this organization and agree to the terms of this Constitution	
Signed by member	Signed in the presence of witness
	
Anne Beck	
Name of Member (print)	Name of Witness (Print) LAURENCE BECKE
Foundation Member	
Date: 6/05/2019	

RainShine Foundation Australia Authorisations	
We the undersigned being each person specified in the application for the RainShine Foundation Australia registration consent to become a Member of this organization and agree to the terms of this Constitution	
Signed by an authorized officer	Signed in the presence of witness
	
Ethel Blair	
Name of Officer (print)	Name of Witness (Print) Mike Cane
Foundation Director, Secretary	
Date: 08/05/2019	