



# **International Ranger Federation**

## **Constitution**

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**INTERNATIONAL RANGER FEDERATION LTD**



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# Constitution

Corporations Act  
Company Limited by Guarantee

of

## INTERNATIONAL RANGER FEDERATION LTD

### 1. DEFINITIONS AND INTERPRETATION

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#### 1.1 Definitions

In this Constitution the following meanings apply unless the context requires otherwise.

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

**Annual General Meeting** or **AGM** means the annual General Meeting of Full Members of the Company required to be held in each calendar year in accordance with the Act.

**Associate Member** has the meaning given in clause 3.

**Board** means the Directors of the Company acting as a body.

**Business Day** means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place to which the notice is sent.

**Chair** means the person elected to be Chair in accordance with this Constitution.

**Company** means the company to which this Constitution relates.

**Company Secretary** means the person appointed as secretary of the Company by the Board (who is the person elected to the Company Secretary Director position under clause 12.4), being a person ordinarily residing in Australia.

**Constitution** means the constitution of the Company as amended from time to time.

**Director** means a person who is a director of the Company.

**Full Member** has the meaning given in clause 3.6.

**General Meeting** means a general meeting with Full Members and includes the Annual General Meeting or AGM.

**Honorary Member** has the meaning given in clause 3.

**IRF** mean the International Ranger Federation

**IRF Secretary** means the person appointed as a secretary of the Company by the Board (who is the person elected to the IRF Secretary Director position under clause 12.4), and who carries out particular roles set out in this Constitution,

**Member** means a member of the Company in any of the categories of membership described in this Constitution.



**Newsletter** means the Company newsletter.

**Objects** means the objects of the Company in clause 2.4.

**Ordinary Resolution** means a resolution passed at a meeting of Full Members by a simple majority of the Members present and entitled to vote at the meeting.

**Provisional Member** has the meaning given in clause 3.

**Ranger** means a person involved in the practical protection and preservation of all aspects of wild and natural areas, historical and cultural sites. Rangers provide recreational opportunities and interpretation of sites while providing links between local communities, protected areas and area administration.

**Regional Representative** means one representative from the Full Members in each Region.

**Regions** means Africa, Asia, Central America, North America, South America, Europe and Oceania, or as otherwise determined by the Board.

**Register** means the register of Members kept as required by the Act.

**Regulations** means any regulations made under clause 27.

**Secretaries** mean collectively the Company Secretary and the IRF Secretary, and **Secretary** means one of those positions individually.

**Special Resolution** means a resolution passed by a majority of at least 75% of votes cast by Full Members entitled to vote at a General Meeting in accordance with the Constitution and/or the Act.

**Thin Green Line** means The Thin Green Line Foundation Ltd (ABN 22 126 573779).

**World Ranger Congress (WRC)** means the meeting of the IRF held approximately every three years that includes a Board meeting and the Annual General Meeting for that year.

## 1.2 Interpretation

Any reference in this Agreement to the singular includes the plural, to any gender includes all genders, to persons includes all bodies and associations both incorporated and unincorporated, to any legislation or regulations includes all amending and succeeding legislation and regulation, to clauses and schedules to clauses and schedules of this Agreement and paragraph headings are for reference purposes only.

## 1.3 Replaceable rules

The replaceable rules under the Act do not apply to the Company and are replaced by this Constitution.

## 2. PRELIMINARY

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### 2.1 Company limited by guarantee

The Company is limited by guarantee and the liability of Members is limited as provided in this Constitution.



## **2.2 Limited liability of Members**

If the Company is wound up each Full Member undertakes to contribute to the assets of the Company an amount not exceeding US\$1.00 for payment of the debts and liabilities of the Company, including the cost of winding up, such liability to continue for one year after ceasing to be a Member.

## **2.3 Mission**

The Company's mission is to develop, advance and promote throughout the world community, the Ranger profession and its critical role in the conservation of natural and cultural resources.

## **2.4 Objects**

The Company is a federation of Ranger associations. The Objects for which the Company is established and maintained are to:

- (a) further the professional standards of Rangers throughout the world, including by facilitating training for Rangers through a variety of forums for communication, sharing and learning;
- (b) promote and support Rangers throughout the world and create a global network of Rangers;
- (c) develop and disseminate examples of 'best practice' and lessons learned' in Ranger work to all who will benefit;
- (d) encourage and assist with the establishment of Ranger associations in countries not currently associated with the Company both to increase the representational capacity of the Company but also to nurture the common bond of Rangers throughout the world;
- (e) advance the aims of Rangers through collaborative partnerships with appropriate organisations;
- (f) establish global communications among Ranger organisations and conservation organisations;
- (g) foster professional exchanges among Rangers and twinning agreements between member associations;
- (h) arrange and conduct Full international meetings to discuss, promote and support the work of Rangers;
- (i) undertake joint activities to directly support each other's operations where necessary and feasible;
- (j) collaborating with third parties to further the mission and vision of the Company;
- (k) promote world community awareness and understanding of the role, values and benefits of Rangers in the conservation of natural and cultural resources; and
- (l) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.



## **2.5 Application of income and property**

Subject to clauses 2.6 and 16.2, the Company must use and apply its income and assets solely in promoting the Objects.

## **2.6 Certain payments allowed**

- (a) Clause 2.5 does not prevent the Company paying reasonable remuneration to any Member, officer or employee of the Company or other person for services properly rendered to the Company provided the Board approves all payments made to Directors and such expenditure promotes the Objects.
- (b) The level of remuneration for any employee will be recommended by the President and approved by the Board.

## **3. MEMBERSHIP**

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### **3.1 Membership**

- (a) Membership to the Company is not transferrable.
- (b) There shall be no limit on the number of Members or memberships approved.

### **3.2 Categories of Members**

Members of the Company will fall into one of the following categories.

- (a) Full Members;
- (b) Provisional Members (associations);
- (c) Associate Members;
- (d) Honorary Members; or
- (e) such other category of Member as may be determined by the Board in the Regulations

### **3.3 Subscriptions and fees**

- (a) The membership subscription for Full Members will be US\$200, or any other amount determined by the Board
- (b) The membership subscription (if any) and fees payable by Associate Members and Provisional Members The time for and the manner of payment shall be determined by the Board.
- (c) Honorary Members will not be liable for payment of any membership subscription.
- (d) Any membership subscription must be paid on or before the date of every year as determined by the Board, or in the case of a Full Members, within three months of the end of the Full Members own financial year.
- (e) The membership subscription (if any) and fees payable by Members to the Company, the time for and the manner of payment may be amended by the Board.





- (f) The Board may, at its discretion, waive or suspend all or part of any membership subscription for any Member or Members, and for a period it may determine, if the Board believes this to be in the best interests of the Member and/or Company objectives.

### 3.4 Membership requirements

To be a Full Member in good standing, and to be eligible for voting rights, the Full Member must:

- (a) pay annual dues;
- (b) submit an annual report to the IRF Secretary; and
- (c) submit at least one article to the Newsletter or online each year.

### 3.5 Application for membership

- (a) Any individual or group may apply for membership, under the correct membership category, to the Company. Such application, in writing, must be submitted in the form and manner specified by the IRF Secretary, and shall contain such information as the IRF Secretary may reasonably require. Any application to be a Full Member must be accompanied by an endorsement by a Full Member from the same Region.
- (b) All Members, of whatever class of membership, agree to abide by this Constitution and the Regulations at all times.

### 3.6 Eligibility for membership

- (a) Full Members mean either:
  - (i) any national, state, provincial, territorial, community or area Ranger association, which is properly constituted and registered as a body corporate in accordance with local requirements, as recognised by the Company; or
  - (ii) an individual representing any national, state, provincial, territorial, community or area Ranger association that does not meet the requirements of clause 3.6(a)(i) (**Unincorporated Entity**) who:
    - (A) is nominated by the Unincorporated Entity;
    - (B) is recognised by the Company; and
    - (C) currently holds the position of president (or equivalent position) of the Unincorporated Entity.

If an individual described in 3.6(a)(ii) ceases to hold the position of president (or an equivalent position) of an Unincorporated Entity:

- (D) that individual automatically ceases to be a Full Member of the Company and is replaced with the new president (or equivalent position) of the Unincorporated Entity;
- (E) the individual must inform the Company of the name, address and contact information of their replacement; and



- (F) their replacement must confirm, to the Company in writing, their consent to becoming a Full Member.
  
- (b) Associate Members:
  - (i) Any individual or group who may further the cause of the Company or of protected areas.
  
- (c) Provisional Members:
  - (i) An individual Ranger or group of Rangers from a nation, State province, Territory, community or area where there is no established Ranger association.
  
- (d) Honorary Members:
  - (i) Any individual or group who has made a significant contribution to the Company, to any Full Member of the Company or in the field of conservation, as recognised by the Board.

### **3.7 Discretion to accept or reject application**

- (a) All applications for membership shall be channelled through the appropriate Regional Representative, who shall submit such application, with regional comment to the IRF Secretary.
  
- (b) On receipt of an application for membership from a Regional Representative, the IRF Secretary shall distribute such application to the Board for comment.
  
- (c) The application, along with comments, must be tabled at the next meeting of the Board for approval or prior to that with an electronic vote by the Board. The decision should not be unduly delayed.
  
- (d) Where a Provisional Member, consisting of a group of Rangers, believes it has met the requirements for a Full Member, it may submit such proof for membership to the Board for approval.

### **3.8 Subscription and fees**

The membership subscription (if any) and fees payable to the Company by Members, the time for and the manner of payment shall be determined by the Board.

### **3.9 Restrictions on Members**

- (a) No Member shall promote, or attempt to promote, any discussion concerning politics, religious, or racial matters, at any meeting of the association, through the media, or correspondence with other Members, in the course of Company business.
  
- (b) No Member may appoint, use, or assume any Company title except in accordance with this Constitution or the Regulations.
  
- (c) No Member shall permit another person to use their official Company passport, or identification, nor furnish anyone not a Member, any article that might result in courtesies and/or privileges being extended to which only Members are entitled.



- (d) The Company emblems are protected by international copyright and may only be used within the framework of the Company. The emblems may only be utilised for commercial purposes, with permission of the Board.

#### **4. REGISTER OF MEMBERS**

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- (a) The Company must set up and maintain a Register of Members.
- (b) The Register must contain the following information:
  - (i) the name and address of each Member;
  - (ii) the date on which the entry of the Member's name in the Register is made;
  - (iii) the name and details of each person who ceased to be a Member within the last 7 years; and
  - (iv) the date on which the person ceased to be a Member.

#### **5. TERMINATION AND REINSTATEMENT OF MEMBERSHIP**

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##### **5.1 Cessation**

A person, organisation, Ranger association or other group ceases to be a Member on:

- (a) death;
- (b) resignation;
- (c) if a Full Member, the circumstances outlined in clause 3.6(a)(ii); or
- (d) termination of membership or expulsion in accordance with this Constitution.

##### **5.2 Resigning as a Member**

A Member may resign from the Company by giving written notice to the Board.

##### **5.3 Suspending or Expelling a Member**

- (a) The Board may, by a two-thirds vote, suspend or expel any Member association or Company officer where:
  - (i) in the opinion of the Board, there is good cause based upon actions or behaviour which are inimical to the fundamental values, interest or functioning of the Company; or
  - (ii) the Member has failed to comply with the requirements in clause 3.4, and has failed to rectify the non-compliance within two weeks of being notified by the Company of such non-compliance.
- (b) At least 21 days before the Board holds a meeting to expel a Member, the Board must give a written notice to the Member detailing:
  - (i) the allegations against the Member;



- (ii) the proposed resolution for the Member's expulsion; and
  - (iii) (that the Member has an opportunity at the meeting to address the allegations either orally or in writing.
- (c) The President shall appoint a special investigative committee, with the approval of the Board, consisting of three accredited individuals, each from a different Full Member association, to investigate any allegations proffered against any Member.
- (d) The special committee shall report its findings, in writing and signed by the members of the committee, at a special meeting called for that purpose. The Member charged shall be entitled to respond to any charges prior to deliberations by the Board.
- (e) If the charges referred to above are against the President, then the three individuals appointed from Full Member associations will be appointed by the Vice President with the approval of the remainder of the Board.

#### **5.4 Forfeiture of Rights**

A Member who ceases to be a Member, for whatever reason, forfeits all rights in and claims upon the Company and its property.

#### **5.5 Membership fees and return of property**

- (a) Membership fees or subscriptions paid by the expelled Member will not be refunded to the Member upon expulsion.
- (b) Any Company documents, records or other property in the possession, custody or control of that Member must be returned to the Company immediately.

#### **5.6 Reinstatement of Membership**

The Company may, on receipt of an application in writing from a Member whose membership has been terminated, reinstate such Member upon such terms and conditions as are decided by the Company on the recommendation of the Board. A suspended Member may be reinstated by the Board upon settlement of sums owing to the Company.

### **6. MEETINGS OF MEMBERS**

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#### **6.1 Annual General meeting**

- (a) The Company must hold an Annual General Meeting as required by the Act.
- (b) The Company shall hold a "World Ranger Congress" approximately every three years, which shall include the Annual General Meeting for that year and a Board meeting.

#### **6.2 Calling meetings of Members**

The Annual General Meeting is a meeting of Full Members:

- (a) may be convened at any time by the Board giving such request in writing to the IRF Secretary;



- (b) may be convened at any time by the IRF Secretary upon the request in writing of at least 16 Members; and
- (c) must be convened by the Board for the World Ranger Congress and when required by the Act.

### **6.3 Notice of meeting**

- (a) Subject to clause 5.4 not less than 90 days' notice must be given of a General Meeting of Full Members.
- (b) Notice of a General Meeting of Members must be given to all Members entitled to attend the General Meeting, the Directors and the auditor of the Company in accordance with the Act.
- (c) The IRF Secretary must provide the President with a register of all eligible Full Members at least 30 days prior to any AGM. These registers, with any updates, will be read into the minutes before any votes are cast.

### **6.4 Short notice**

Except when a resolution will be moved to remove a Director or appoints a Director in place of one removed shorter notice of a meeting may be given if:

- (a) an Annual General Meeting is to be called and all Full Members entitled to attend and vote agree beforehand; or
- (b) any other General Meeting is to be called and Full Members with at least 95% of the votes that may be cast at the meeting agree beforehand.

### **6.5 Agenda**

- (a) A notice of a General Meeting of Full Members must contain:
  - (i) all information required to be included in accordance with the Act;
  - (ii) in the case of a proposed Special Resolution details of the Special Resolution;
  - (iii) where applicable any notice of motion received from any Member or Director in accordance with the Act; and
  - (iv) where applicable, a list of all nominations received for positions to be elected at the General Meeting.
- (b) No business other than that stated in the Notice of Meeting may be transacted at that General Meeting.

### **6.6 Postponement or cancellation**

Where a General Meeting (including an AGM) is convened by the Directors they may cancel the meeting or adjourn the meeting to a date and time they determine except when the General Meeting is convened by:

- (a) Full Members according to the Act;
- (b) the Directors at the request of Full Members; or



- (c) a court.

## **6.7 Notice of cancellation or postponement**

If a meeting of Members is adjourned for 1 month or more, the Company must give a new notice of the resumed meeting.

## **6.8 Notice postponing General Meeting**

- (a) A notice postponing a General Meeting must specify:
  - (i) the new date and time for the meeting; and
  - (ii) (the place where the meeting is to be held which may be either the same or different to the place specified in the original notice.
- (b) The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by the Act.

## **6.9 Business at postponed General Meeting**

The only business that may be transacted at an adjourned General Meeting is the business specified in the notice originally convening the meeting.

## **6.10 Non-receipt of notice**

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

## **6.11 Technology**

The Company may hold a meeting of Members at 2 or more venues using any technology that gives the Members as a whole an opportunity to participate.

# **7. PROCEEDINGS AT MEETINGS OF MEMBERS**

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## **7.1 Right to appoint representative**

- (a) Each Full Member is entitled to appoint an individual as its representative to attend and vote on behalf of that Full Member at General Meetings and to exercise the powers of the Full Member in relation to resolutions to be passed without meetings.
- (b) The individual appointed by the Full Member to be its representative at General Meetings must be an individual member of the appointing Full Member or a member of the Unincorporated Entity (as defined in clause 3.6(a)(ii)) that the appointing Full Member represents. A Director cannot also be appointed as a Full Member's representative.
- (c) A Full Member may appoint more than one representative but only one representative may exercise the Full Member's powers at any General Meeting.



- (d) Full Members must notify a Company Secretary of their appointed, authorised representatives no later than 48 hours prior to the General Meeting.

## **7.2 Member present at meeting**

If a Full Member has appointed a proxy or a representative to act at a meeting of Members, that Full Member is taken to be present at a meeting at which the proxy or representative is present.

## **7.3 Quorum**

The quorum for a General Meeting is 25% and must include 75% of the Regions of all Full Members.

## **7.4 Quorum not present**

If a quorum is not present within 30 minutes after the time for which a meeting of Members is called:

- (a) if called as a result of a request of Members the meeting is dissolved; and
- (b) in any other case the meeting stands adjourned to such other day, time and place as the Chair determines and if a quorum is not present at the adjourned meeting, the meeting is dissolved.

## **7.5 Chairing meetings of Members**

- (a) The President of the Board will also act as Chair at every General Meeting.
- (b) If the President is not present at the time for which a meeting of Members is called or is not willing to chair the meeting, the Vice President chair the meeting. If the President and Vice President are not present the Members present must elect a Director present to chair the meeting.

## **7.6 Adjournment**

The Chair of a general meeting of Full Members at which a quorum is present:

- (a) may; and
- (b) must, if directed by Ordinary Resolution of the meeting, adjourn it to another time and place.

## **7.7 Business at adjourned meetings**

The only business that may be transacted at a meeting resumed after an adjournment is the business left unfinished immediately before the adjournment.

# **8. PROXIES**

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## **8.1 Appointment of proxies**

A Full Member may appoint a proxy to attend and act for the Full Member at a meeting of Members. An appointment of proxy must be made by written notice to the Company:

- (a) that complies with the Act; or



- (b) in any other form and mode that is, and is signed or acknowledged by the Full Member in a manner, satisfactory to the Board.

## **8.2 Deposit of proxy forms**

An appointment of a proxy is not effective unless the proxy form, or a facsimile of that signed form, is received by the Company at its registered office at least 48 hours before the time for which the meeting was called or, if the meeting has been adjourned, before the meeting is resumed.

## **8.3 Standing appointments**

A Full Member may appoint a proxy to act at a particular general meeting of Members or make a standing appointment and may revoke any appointment. A proxy must be a Full Member.

## **8.4 Suspension of proxy's powers if Member present**

A proxy has no power to act for a Full Member at a meeting at which the Member is present in the case of:

- (a) an individual, in person; or
- (b) a body corporate, by representative.

## **8.5 More than 1 current proxy appointments**

An appointment of proxy by a Full Member is revoked (or, in the case of a standing appointment, suspended for that particular meeting) if the Company receives a further appointment of proxy from that Full Member which would result in there being more than 1 proxy of that Full Member entitled to act at a meeting. The appointment of the proxy first received is the one revoked or suspended in these circumstances.

## **8.6 Continuing authority**

An act done at a meeting of Full Members by a proxy is valid even if, before the act is done, the appointing Member:

- (a) dies or becomes mentally incapacitated;
- (b) becomes bankrupt or an insolvent under administration or is wound up; or
- (c) revokes the appointment or the authority under which the appointment was made by a third party,

unless the Company has received written notice of the matter before the start or resumption of the meeting at which the vote is cast.

## **9. ENTITLEMENT TO VOTE**

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### **9.1 Number of votes**

- (a) Each Full Member is entitled to 1 vote on a show of hands or a poll.
- (b) A resolution of a meeting of Full Members must be passed by an Ordinary Resolution.





- (c) A Full Member who is present and entitled to vote and is also a proxy of another Full Member has one vote on a show of hands or by electronic vote tabled by the IRF Secretary.

## **9.2 Casting vote of Chair**

Where an equal number of votes are cast in favour of and against a resolution the Chair may exercise a casting vote.

## **9.3 Decision on right to vote**

A Full Member or Director may challenge a person's right to vote at a meeting of Members. A challenge may only be made at the meeting. A challenge, or any other doubt as to the validity of a vote, must be initially decided by the Chair and may be appealed to the Full Members present, who by a majority vote, shall make a decision that is final.

# **10. HOW VOTING IS CARRIED OUT**

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## **10.1 Method of voting**

A resolution put to the vote at a meeting of Members must be decided on a show of hands, or by electronic votes tabled by the IRF Secretary, unless a poll is demanded under clause 10.2 either before or on declaration of the result of the vote on a show of hands. Unless a poll is demanded, the Chair's declaration of a decision on a show of hands, or by electronic votes tabled by the IRF Secretary, is final.

## **10.2 Demand for a poll**

A poll may be demanded on any resolution (except a resolution concerning the election of the Chair of a meeting) by:

- (a) a majority of the Full Members that are present at that meeting, either in person or by electronic means, or represented by proxy and are entitled to vote; or
- (b) the Chair.

The demand for a poll does not affect the continuation of the meeting for the transaction of other business and may be withdrawn.

## **10.3 When and how polls must be taken**

If a poll is demanded:

- (a) if the resolution is for the adjournment of the meeting, the poll must be taken immediately and in the manner that the Chair of the meeting directs;
- (b) in all other cases, the poll must be taken at the time and place and in the manner that the Chair of the meeting directs;
- (c) a person voting who has the right to cast 2 or more votes need not cast all those votes and may cast those votes in different ways;
- (d) the result of the poll is the resolution of the meeting at which the poll was demanded; and



- (e) if there is a dispute about the admission or rejection of a vote the Chair must decide it and the Chair's decision is final.

#### **10.4 Decision by majority**

Subject to the requirements of the Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution in favour.

#### **10.5 Written resolution**

If all the Full Members entitled to receive notice of a general meeting of Members and to vote on the resolution sign or assent to a document containing a statement that they are in favour of the resolution set out in the document, a Member resolution in those terms is passed at the time when the last Full Member signs.

#### **10.6 Additional provisions concerning written resolutions**

- (a) all Full Members signing the resolution must be entitled to receive notice of a meeting of Members and to vote on the resolution;
- (b) two or more separate documents in identical terms, each of which is approved by one or more Full Members, are treated as one document; and
- (c) a document or electronic transmission containing the text of the document expressed to have been signed by a Full Member that is sent to the Company under the name of a Full Member with the Full Member's authority is taken to be a document signed by that Full Member, and is taken to be signed at the time of its receipt by the Company.

### **11. DIRECTORS**

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#### **11.1 First Directors**

The first Directors appointed are the persons specified as such in the application for the Company's registration. The persons noted in the application for Company registration shall remain in office until a change in Directors in accordance with clause 11.2.

#### **11.2 Composition of Directors**

- (a) The Board shall be comprised of the:
  - (i) President;
  - (ii) Vice President;
  - (iii) Treasurer;
  - (iv) Company Secretary;
  - (v) IRF Secretary, and
  - (vi) One Regional Representative from each of the Regions,and:



- (b) Only if necessary, if there are not Two Directors/Officers residing in Australia, up to two Directors residing in Australia may be appointed

The Company shall have at least three Directors and may have up to 15 Directors.

### **11.3 Regional Representatives**

The Board shall demarcate the boundaries, and may from time to time further demarcate the boundaries of Regions across the world, from which the Regional Representatives will be elected to serve on the Board.

### **11.4 Director eligibility**

- (a) A Director is required to be a member of a Full Member association. The two Directors required to reside in Australia and the appointed IRF Secretary under clause 11.2 are required to be members of a Full Member association.
- (b) The Company Secretary must ordinarily reside in Australia.
- (c) Neither the auditor of the Company nor any partner or employee of the auditor is eligible to act as a Director.
- (d) The Board may set criteria in the Regulations for Board membership to determine appropriate qualifications and experience of Directors.

### **11.5 Cessation of Director's appointment**

A person automatically ceases to be a Director if the person:

- (a) is not permitted by the Act (or an order made under the Act) to be a Director;
- (b) becomes disqualified from managing corporations and is not given permission or leave to manage the Company under the Act;
- (c) becomes of unsound mind or physically or mentally incapable of performing the functions of that office;
- (d) fails to attend Board meetings for 3 consecutive meetings without leave of absence from the Board;
- (e) resigns by notice in writing to the Company;
- (f) is removed from office by Ordinary Resolution of the Members;
- (g) ceases to qualify as a Director under clause 11.4;
- (h) reaches the end of the term for which they are appointed; or
- (i) dies.

### **11.6 Removal from office**

Whether or not a Director's appointment was expressed to be for a specified period, the Company may, subject to the Act, remove a Director from office.



### **11.7 Too few Directors**

If the number of Directors is reduced below the minimum required by clause 11.2, the continuing Directors may act as the Board only:

- (a) to appoint Directors up to that minimum number;
- (b) to convene a meeting of Members; and
- (c) in emergencies.

## **12. APPOINTMENT AND TERM OF OFFICERS AND DIRECTORS**

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### **12.1 Appointment of first Directors**

- (a) The first Directors will be appointed in accordance with clause 11.1 with such appointment taking effect on the date determined by the Directors.
- (b) Such appointments must be confirmed at the next Annual General Meeting but failure to do so will not invalidate the appointment.

### **12.2 Eligibility of officeholders**

Only individuals from Full Member associations are eligible to hold any office or other positions, unless specifically provided otherwise in this Constitution.

### **12.3 Term of Appointment**

- (a) A Director will be appointed as a Director for a period commencing on the date of their appointment until the earlier of:
  - (i) the third anniversary of the date on which they are appointed; and
  - (ii) the next World Ranger Congress, following the AGM at which their appointment is confirmed.
- (b) No Officer or Director shall serve more than three consecutive terms in the same position, however after one term absence from the office, a person will again be eligible for election.
- (c) Should any adjustment to the term of Directors be necessary to ensure rotational terms in accordance with this Constitution they shall be determined by the Board. Appointment to subsequent Boards shall then proceed in accordance with the procedures this document.

### **12.4 Election of Directors**

- (a) Election of Directors shall take place at the World Ranger Congress.
- (b) Directors shall be elected for a term between consecutive World Ranger Congresses and take office and be sworn in, as the last order of business at the World Ranger Congress General Meeting of Members.
- (c) An election committee will be established in each election year. The President will appoint a chairman, who will appoint at least four (4) members. Election committee appointments must be approved by the Board.



- (d) The IRF Secretary will call on the Full Members for nominations for vacant Board positions at least six (6) months prior to the AGM.
- (e) Nominations must reach the IRF Secretary no later than two (2) months prior to the AGM.
- (f) The IRF Secretary will provide the nomination list to the election committee no later than 45 days before the AGM.
- (g) The election committee will ensure that the nomination list is sent to all Members at least 30 days before a General Meeting.
- (h) Each Full Member and each Director is entitled to vote on the election of the President, Vice President, Treasurer, IRF Secretary and Company Secretary.
- (i) Only Full Members from a Region may vote in any election of a Representative from that Region.
- (j) The election committee's duties will also include:
  - (i) ensuring all Members are aware of the nomination process;
  - (ii) establish a process to ensure that the best candidates are identified and nominated;
  - (iii) receive resumes and applications from interested Members; and
  - (iv) oversee the election process.
- (k) Procedures for elections shall be established in the Regulations.

## **12.5 Casual Vacancies**

Any Director casual vacancy may be filled by the Board.

## **12.6 Vacancies on the Board**

- (a) A vacancy on the Board will occur on the death, incapacity, resignation, removal or suspensions of any Director, or as otherwise provided by law.
- (b) For vacancies in the office of President, the Vice President shall automatically rise to the vacant position.
- (c) For vacancies in the office of:
  - (i) Vice President;
  - (ii) Treasurer; or
  - (iii) Secretary,

The President shall nominate a replacement within 120 days, who shall take office after majority approval of the remaining Board members.

- (d) If the President and Vice President offices are both vacant the Board will by majority decision select a President from among their own ranks.



- (e) If a Regional Representative office falls vacant, the President will approach Members of that Region to nominate a person from that Region to fill the vacancy.
- (f) If there are more than one nomination to fill a vacant Regional Representative office, the Full Member associations of that Region will by majority decision elect one of the nominees.
- (g) Any Director appointed to a vacant office will serve for the remainder of the term of the office.

## **13. POWERS OF THE BOARD**

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### **13.1 Powers generally**

Except as otherwise required by the Act, any other applicable law, or this document, the Board has the power to:

- (a) manage the activities and affairs of the Company;
- (b) create jobs and hire employees;
- (c) to adopt, approve and amend policies of the Company;
- (d) to approve membership in, or affiliation with, any other organisation or association in the furtherance of the Company's objectives; and
- (e) exercise every right, power or capacity of the Company except any powers required to be exercised by the Members in General Meeting.

### **13.2 Exercise of powers**

A power of the Board can be exercised only:

- (a) by resolution passed at a meeting of the Board or otherwise in accordance with clause 17; or
- (b) in accordance with a delegation of the power under clause 14.

## **14. DELEGATION OF BOARD POWERS**

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### **14.1 Power to delegate**

The Board may delegate any of its powers to:

- (a) a committee of Directors, Members or other individuals;
- (b) a Director;
- (c) an employee or adviser of the Company; or
- (d) an attorney.

### **14.2 Power to revoke delegation**

The Board may revoke a delegation previously made whether or not the delegation is expressed to be for a specified period.



### **14.3 Terms of delegation**

A delegation of powers under clause 14.1 may be made:

- (a) for a specified period or without specifying a period; and
- (b) on the terms (including power to further delegate) and subject to any restrictions the Board decides.

A document of delegation may contain the provisions for the protection and convenience of those who deal with the delegate that the Board thinks appropriate.

### **14.4 Proceedings of committees**

Subject to the terms on which a power of the Board is delegated to a committee, the meetings and proceedings of committees are, to the greatest extent practical, governed by the rules of this Constitution which regulate the meetings and proceedings of the Board

### **14.5 Managing Director**

A document of delegation may specify that a Director to whom one or more of the Board's powers have been delegated shall be referred to as a "Managing Director".

### **14.6 Powers delegated to the President**

- (a) Subject to clause 14.6(b) and approval by the Board, the President may appoint individuals to official positions within the Company, as he or she determines from time to time.
- (b) A person appointed under clause 14.6(a) is not a Director, and is not entitled to vote at Directors' meetings.

### **14.7 Committees**

- (a) The Board may appoint standing committees to assist the Board conduct Company business.
- (b) The Board, at its total discretion, may disband any committee at any time, with or without giving notice.

## **15. DIRECTORS' DUTIES AND INTERESTS**

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### **15.1 Compliance with duties under the Act**

Each Director must comply with the Act and this Constitution.

### **15.2 Director not disqualified from holding other offices**

A Director is not disqualified by reason only of being a Director from:

- (a) holding any office other than that of the Company's auditor;
- (b) being a member or creditor of any corporation (including the Company) or partnership other than the auditor; or
- (c) entering into any agreement with the Company.



### **15.3 Director interested in a matter**

Each Director must comply with the Act in relation to being present, and voting, at a Board meeting that considers a matter in which the Director has a material personal interest. Subject to the Act:

- (a) a Director may be counted in a quorum at a Board meeting that considers, but cannot vote on, any matter in which that Director has an interest;
- (b) the Company may proceed with any transaction that relates to the interest but the Director cannot participate in the execution of any relevant document by or on behalf of the Company;
- (c) the Director may retain benefits under the transaction even though the Director has the interest; and
- (d) the Company cannot avoid the transaction merely because of the existence of the interest.

### **15.4 Conflict of Interest**

- (a) A Director must declare his or her interest in any matter in which a conflict of interest arises or may arise, and must, unless otherwise determined by the Board, absent himself or herself from discussions of such matter and shall not be entitled to vote in respect of such matter. If the conflicted Director votes the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Director to absent himself or herself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred.
- (b) The IRF Secretary must keep written records of the details of each conflict of interest declared by a Director.

### **15.5 Obligation of secrecy**

- (a) Every Officer, Director and Secretary must keep the transactions and affairs of the Company and the state of its financial reports confidential to non-Full Members unless required to disclose them:
  - (i) in the course of duties as an officer of the Company;
  - (ii) by the Board or the Company in General Meeting; or
  - (iii) by law.
- (b) The Company may require an Officer, Director, Secretary, auditor, trustee, committee member or other person engaged by it to sign a confidentiality undertaking consistent with this rule. An Officer, Director or Secretary must do so if required by the Company.

### **15.6 Specific Duties of the President**

- (a) The President is the chief executive officer and has the obligation to handle the general operations of the Company. The President will normally chair all meetings of the Board and all General Meetings and its duties will include:





- (i) engaging legal counsel or appearing in court on behalf of the Company when necessary for the continuing operations of the Company;
  - (ii) administering the Company within the boundaries of this Constitution, the Regulations, and the Company's policies and procedures, as amended from time to time, including issuing emergency rules in areas not covered this Constitution, the Regulation or any Company policies;
  - (iii) making decisions of an emergency nature, which may not be covered by this Constitution, the Regulations or the Company's policies and procedures.
- (b) If the President is unable to fulfil his/her functions, the Vice President shall carry out those duties.

### **15.7 Specific Duties of the Vice President**

- (a) In the absence or disability of the President, the Vice President will perform all the authorities and duties of the President, and in so acting will have the authorities and duties of the President.
- (b) The Vice President will have such other duties and authorities, not inconsistent with this Constitution and the Regulations, as may be prescribed from time to time by the Board.

### **15.8 Specific Duties of the Treasurer**

The Treasurer will be the chief financial officer and will be responsible establishing and ensuring compliance with the fiscal policies of the Company and the law.

Further, the Treasurer's authorities and duties will include:

- (a) maintaining Company accounts;
- (b) disbursing Company funds with approval of the Board;
- (c) arranging the preparation of the annual financial statements, including independent review by relevant experts;
- (d) preparing and maintaining all tax records, budgets and fiscal reports; and
- (e) seeking potential funding and sponsorship opportunities, with the support of, and in agreement with, the President, Vice-President or a supporting working-group.

### **15.9 Specific Duties of Regional Representatives**

- (a) The Regional Representatives will have such duties and authorities, not inconsistent with this Constitution and the Regulations, as may be prescribed from time to time by the Board.
- (b) The Regional Representatives' duties will include:
  - (i) representing Members in their respective Region on the Board;
  - (ii) processing membership applications from their Region;



- (iii) promoting the Company in their Region;
- (iv) disseminating information to Members in their Region;
- (v) providing updates to the Board on activities and business within their Region;
- (vi) communicating with and support Members from their Region;
- (vii) providing the Board with an annual report each year; and
- (viii) appointing persons from their Region to contribute in the following fields:
  - (A) editorial committee;
  - (B) membership support and recruitment;
  - (C) funding; and
  - (D) youth development.

## **16. DIRECTORS' REMUNERATION**

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### **16.1 Restrictions on payments to Directors**

Subject to clause 16.2 the Company must not pay fees or other remuneration to a Director.

### **16.2 Payments to Directors with Board approval**

With the approval of the Board the Company may pay to a Director:

- (a) reasonable expenses (including travelling and accommodation) incurred in carrying out duties as a Director;
- (b) reasonable remuneration where the Director is an employee of the Company and the terms of employment have been approved by the Board;
- (c) reasonable payment for goods supplied by the Director to the Company in the Full course of business; and
- (d) reasonable rent for premises leased by the Director to the Company.

## **17. BOARD MEETINGS**

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### **17.1 Convening Board meetings**

- (a) The Board should meet quarterly and must meet at least twice per year.
- (b) Any three (3) voting Directors acting jointly, may at any time, and a Secretary must on receipt of a request from a Director, convene a Board meeting.
- (c) Full meetings of the Board may be set by a majority vote of the Board.

### **17.2 Notice of Board meeting**

The convenor of each Board meeting:



- (a) must give reasonable notice of the meeting (and, if it is adjourned, of its resumption) individually to each Director; and
- (b) (may give that notice orally (including by telephone) or in writing,

but failure to give notice to, or non-receipt of notice by, a Director does not result in a Board meeting being invalid.

### **17.3 Use of technology**

A Board meeting, or general meeting of the Members, may be held using any means of audio or audio visual communication by which each Director or Full Members at the meeting of the Members, participating can hear and be heard by each other Director or Full Member, participating or in any other way permitted by the Act. A Board meeting held solely or partly by technology is treated as held at the place at which the greatest number of the Directors present at the meeting is located or, if an equal number of Directors is located in each of 2 or more places, at the place where the Chair of the meeting is located.

### **17.4 Chairing Board meetings**

The President shall chair Board meetings and in his absence the Vice President shall chair the meeting. If the President and Vice President are absent, the Board may elect a Chair for its meetings. If no such Chair is elected or if the Chair is not present within 15 minutes after the time for which a Board meeting is called or is unwilling to act, the Directors present must elect a Director present to chair the meeting.

### **17.5 Quorum**

The quorum for a Board meeting is 50% of the Directors. The quorum must be present for the whole meeting. A Director is treated as present at a meeting held by audio or audio visual communication if the Director is able to hear and be heard by all others attending.

### **17.6 Majority decisions**

A resolution of the Board must be passed by a majority of the votes cast by Directors entitled to vote on the resolution. In the case of an equality of votes, the Chair does not have a second or casting vote.

### **17.7 Procedural rules**

The Board may adjourn and, subject to this document, otherwise regulate its meetings as it decides. The Board shall establish or adopt procedural rules for the conduct of meetings.

### **17.8 Written resolution**

- (a) Subject to all Directors first receiving a copy of the proposed resolution, if at least 50% of the Directors, including the President, entitled to receive notice of a Board meeting and to vote on the resolution sign a document, or assent to the document via electronic means, containing a statement that they are in favour of the resolution set out in the document, a Board resolution in those terms is passed at the time when the last Director signs.



- (b) If a Director fails to sign a document containing a statement that they are in favour of the proposed resolution within the period specified by the Board when circulating the proposed resolution, they will be taken to have abstained from voting on that proposed resolution.

### **17.9 Additional provisions concerning written resolutions**

For the purpose of clause 17.8:

- (a) two or more separate documents in identical terms, each of which is signed by one or more Directors, are treated as one document; and
- (b) a facsimile or electronic message containing the text of the document expressed to have been signed, or approved via email notification, by a Director that is sent to the Company is a document signed by that Director at the time of its receipt by the Company.

### **17.10 Valid proceedings**

Each resolution passed or thing done by, or with the participation of, a person acting as a Director or Member of a committee is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting on the resolution or doing the thing.

## **18. SECRETARIES**

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### **18.1 Appointment of Secretaries**

- (a) Subject to (b) below, the Board shall appoint at least one Secretary either for a specified term or without specifying a term.
- (b) There must at all times be a Company Secretary appointed.
- (c) A Secretary may also be a Director.
- (d) Where a Secretary is not a Director, that Secretary is entitled to attend and debate at a Board meeting but not vote at a Board or general meeting (unless also a Full Member).
- (e) The:
  - (i) Company Secretary appointed by the Board will be the person who is elected to the Company Secretary Director position; and
  - (ii) IRF Secretary appointed by the Board will be the person who is elected to the IRF Secretary Director position,

under clause 12.4.

### **18.2 Terms and conditions of office**

A Secretary holds office on the terms (including as to remuneration) that the Board decides. The Board may vary any decision previously made by it in respect of a Secretary.



### **18.3 Specific Duties of the IRF Secretary**

- (a) The Secretaries will have such duties and authorities, not inconsistent with this Constitution or the Regulations, as may be prescribed by the Board.
- (b) The IRF Secretary's duties will include:
  - (i) the preparation, certification and distribution of all notices and minutes of the Board and General Meetings;
  - (ii) receiving and verifying all proxies submitted at a General Meeting;
  - (iii) verifying the eligible voters present at a General Meeting;
  - (iv) maintaining records of proceedings, meetings, enrolment forms, correspondence, policies and any other official documents; and
  - (v) providing for the official correspondence between the Company, Members and outside organisations.

### **18.4 Cessation of a Secretary's appointment**

A person automatically ceases to be a Secretary if the person:

- (a) is not permitted by the Act (or an order made under the Act) to be a secretary of a Company;
- (b) becomes disqualified from managing corporations under the Act;
- (c) becomes of unsound mind or physically or mentally incapable of performing the functions of that office;
- (d) resigns by notice in writing to the Company; or
- (e) is removed from office under clause 18.5.

### **18.5 Removal from office**

The Board may remove a Secretary from that office whether or not the appointment was expressed to be for a specified term.

## **19. MINUTES**

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### **19.1 Minutes must be kept**

The Board must cause minutes of:

- (a) proceedings and resolutions of meetings of the Members;
- (b) proceedings and resolutions of Board meetings (including meetings of a committee to which Board powers are delegated) including the name of persons present at each Board meeting or committee meeting;
- (c) resolutions passed by Directors without a meeting; and
- (d) disclosures and notices of Directors' interests, to be kept in accordance with the Act.



## **19.2 Minutes as evidence**

A minute recorded and signed by the chair of that meeting in accordance with clause 19.1 is evidence of the proceeding, resolution or declaration to which it relates unless the contrary is proved.

## **19.3 Inspection of minute books**

The Company must allow members to inspect, and provide copies of, the minute books for the meetings of members in accordance with the Act.

## **20. COMPANY SEALS**

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### **20.1 Common seal The Board:**

- (a) may decide whether or not the Company has a common seal; and
- (b) is responsible for the safe custody of that seal (if any) and any duplicate seal it decides to adopt.

### **20.2 Use of seals**

The common seal and duplicate seal (if any) may only be used with the authority of the Board.

### **20.3 Fixing seals to documents**

The fixing of the common seal, or any duplicate seal, to a document must be witnessed:

- (a) by 2 Directors;
- (b) by 1 Director and 1 Secretary; or
- (c) by any other signatories or in any other way (including the use of facsimile signatures) authorised by the Board.

## **21. EXECUTING NEGOTIABLE INSTRUMENTS**

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The Board must decide the manner (including the use of facsimile or digital signatures if thought appropriate) in which negotiable instruments can be executed, accepted or endorsed for and on behalf of the Company. The Company may execute, accept, or endorse negotiable instruments only in the manner decided by the Board.

## **22. FINANCIAL REPORTS AND AUDIT**

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### **22.1 Company must keep financial records**

The Board must cause the Company to keep written financial records in accordance with the Act that:

- (a) correctly record and explain its transactions (including transactions undertaken as trustee) and financial position and performance; and
- (b) would enable true and fair financial statements to be prepared and audited, and must allow a Director to inspect those records at all reasonable times.



## **22.2 Auditor**

A properly qualified auditor or auditors must be appointed and the remuneration of such auditor or auditors must be fixed and its duties regulated in accordance with the Act.

## **22.3 Presentation to Members**

The Company's statement of accounts must be presented to the Full Members in accordance with the Act.

## **22.4 Financial plan**

The Board must produce an annual financial plan for each forthcoming year, which will give reasonable estimates of likely income and expenditure.

## **22.5 Funds**

- (a) As a not for profit organisation, the Company may collect, raise, or disperse funds or obtain grants for the accomplishment of its Objects.
- (b) Any member who is offered a grant or contribution towards the Company shall immediately notify the President of such an offer. Such an offer will only be accepted on approval of the President, and on any terms and conditions to such offer being reduced to writing and signed by both parties, either by hand or by electronic signature.

## **23. OFFICERS' INDEMNITY AND INSURANCE**

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### **23.1 Indemnity**

Subject to and so far as permitted by the Act:

- (a) the Company must, to the extent the person is not otherwise indemnified, indemnify every officer of the Company against any Liability incurred while acting in that capacity (other than the Company) including a Liability incurred as a result of appointment or nomination by the Company as a trustee or as an officer of another corporation, unless the Liability arises out of conduct involving a lack of good faith; and
- (b) the Company may make a payment (whether by way of advance, loan or otherwise) in respect of legal costs incurred by an officer in defending an action for a Liability incurred as such an officer or in resisting or responding to actions taken by a government agency or a liquidator.

In this rule, "Liability" means a liability of any kind (whether actual or contingent and whether fixed or unascertained) and includes costs, damages and expenses, including costs and expenses incurred in connection with any investigation or inquiry by a government agency or a liquidator.

### **23.2 Insurance**

Subject to the Act, the Company may enter into, and pay premiums on, a contract of insurance covering an officer of the Company or of any person.



### **23.3 Former officers**

The indemnity in favour of officers under clause 23.1 is a continuing indemnity. It applies to all acts done by a person while an officer of the Company even though the person is not an officer at the time the claim is made.

### **23.4 Deeds**

Subject to the Act, without limiting a person's rights under this clause 23, the Company may enter into an agreement with a person who is or has been an officer of the Company to give effect to the rights of the person under this clause 23 on any terms and conditions that the Board thinks fit.

## **24. ADDITION, ALTERATION OR AMENDMENT OF CONSTITUTION**

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No addition, alteration or amendment will be made to this Constitution nor have any effect unless it has been:

- (a) approved by Special Resolution at a General Meeting at the World Ranger Congress; and
- (b) registered in accordance with the Act.

## **25. WINDING UP**

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If upon winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities any assets or property, they must only be paid to and distributed to such entity or entities which has or have objects similar to the Objects and which:

- (a) requires the application of its income solely in promoting its Objects; and
- (b) prohibits the distribution of income and assets to its Members; and
- (c) prohibits paying fees to its Directors.

## **26. NOTICES**

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### **26.1 Notices by Company**

A notice is properly given by the Company to a person if it is:

- (a) in writing signed on behalf of the Company (by original or printed signature);
- (b) addressed to the person to whom it is to be given; and
- (c) either:
  - (i) delivered personally; or
  - (ii) sent by prepaid mail (by airmail, if the addressee is overseas) to that person's address; or
  - (iii) sent by electronic message to the electronic address (if any) nominated by that person.





## 26.2 Overseas Members

A Member whose registered address is not in Australia must notify the Company in writing of an electronic address to which notices must be sent.

## 26.3 When notice is given

A notice to a person by the Company is regarded as given and received:

- (a) if it is delivered personally or sent by electronic message:
  - (i) by 5 pm (local time in the place of receipt) on a Business Day on that day; or
  - (ii) after 5 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day on the next Business Day; and
- (b) if it is sent by mail:
  - (i) within Australia, 3 Business Day after posting; or
  - (ii) to a place outside Australia, 10 Business Days after posting.

A certificate in writing signed by a Director or Secretary stating that a notice was sent is conclusive evidence of service.

## 26.4 Counting days

If a specified period must pass after a notice is given before an action may be taken, neither the day on which the notice is given nor the day on which the action is to be taken may be counted in reckoning the period.

## 26.5 Notices to "lost" Members

- (a) If:
  - (i) on 2 or more consecutive occasions a notice served on a Member in accordance with this rule is returned unclaimed or with an indication that the Member is not known at the address to which it was sent; or
  - (ii) the Board believes on other reasonable grounds that a Member is not at the address shown in the Register or notified to the Company by the Member,

the Company may give effective notice to that Member by exhibiting the notice at the Company's registered office for at least 48 hours.

- (b) This clause 26.5 ceases to apply if the Member gives the Company notice of a new address.

## 27. REGULATIONS

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- (a) The Board shall formulate and adopt Regulations for the proper advancement, management and administration of the Company and the advancement of the Objects. The Board may alter, interpret, and amend the Regulations as it determines is necessary or desirable.



- (b) Any regulations must be in conformity with this Constitution.
- (c) The regulations bind all Members and Directors.
- (d) The Chair will bring to the notice of the Members all regulations and any formulation, interpretation, amendment, alteration and repeal of them.