CONSTITUTION OF
FAMILY DAY CARE ALLIANCE LIMITED

Part 1 — Preliminary

1. Name
The name of the Company is **Family Day Care Alliance Limited** ("the **Company**"). The Board may register and use one or more trading or business names for the Company from time to time, in accordance with the *Business Names Registration Act 2011* (Cth) — for example, a Victoria-specific name now, and additional state- or region-specific names as the Company expands. A trading name is not part of this constitution; adopting, changing, or retiring one is a Board decision and does not require a special resolution.

2. Type of company
The Company is a public company limited by guarantee under the *Corporations Act 2001* (Cth) ("the **Act**") and does not have share capital. This constitution excludes the Act's replaceable rules entirely.

3. Objects
The objects of the Company are:
(a) to protect and promote Family Day Care as a distinct, high-quality model of early childhood education and care, recognising its home, family, and community-based context;
(b) to advocate for Family Day Care educators, providers, and services through constructive engagement with government, regulators, and the community;
(c) to support the professional development, wellbeing, and standing of Family Day Care educators and Persons with Management or Control;
(d) to inform and represent the interests of parents and carers who use Family Day Care;
(e) to support reconciliation with Aboriginal and Torres Strait Islander peoples in the conduct of the Company's work; and
(f) to promote child safety and wellbeing within Family Day Care, and to support members to understand and meet their obligations under applicable child safe standards (including, in Victoria, the Child Safe Standards under the *Child Wellbeing and Safety Act 1992* (Vic)); and
(g) to do anything incidental or conducive to the objects above.

4. Income and property
The income and property of the Company must be applied solely toward its objects. No portion may be paid or distributed to any member, director, or their associates, except as reasonable payment for goods or services actually supplied, reasonable reimbursement of expenses, or a payment of interest at a normal commercial rate.

5. Guarantee
Every Educator member and Manager (PoMC) member undertakes to contribute up to **$1** to the Company's property if it is wound up while they are a member, or within 12 months after, toward debts and liabilities and the costs of winding up. Parents & Friends supporters, not being formal members, give no guarantee.

Part 2 — Membership

6. Classes of membership
(a) **Educator members** — Family Day Care educators, on payment of the joining fee under paragraph (d) and any subscription the Board fixes from time to time. Formal members; entitled to vote at general meetings and to elect Educator-seat directors.
(b) **Manager members** — Approved Providers and Persons with Management or Control (PoMC), on payment of the joining fee under paragraph (d) and any subscription the Board fixes from time to time. Formal members; entitled to vote at general meetings and to elect Manager-seat directors.
(c) **Parents & Friends supporters** — parents, carers, and other supporters of Family Day Care, free of charge, on acceptance of the Code of Conduct (clause 24) as a condition of remaining on the Parents & Friends supporter list. Not formal members for the purposes of the Act; not entered on the register of members; no voting rights; may participate in the Parents & Friends Advisory Council under clause 19.
(d) **Joining fee.** An applicant for Educator or Manager membership pays a one-off joining fee of **$1** on admission to membership. The Company may deduct this fee from the member's first payment for a Company subscription service, rather than charging it as a separate, additional amount.
Drafting note: this replaces the earlier drafting, which left subscription pricing in the constitution's commentary and carried inconsistent figures across your documents ($2/week Educators, $10/week Managers in one place, a $2 one-off fee in another). Per your instruction, subscription pricing — the amount, frequency, and any service tiers — is now entirely a Board/Executive Officer operational decision: paragraphs (a) and (b) only say a subscription applies, and its terms live in a Board-fixed price schedule (adopted the same way as the Delegations of Authority policy under clause 15B(c)), not in this document. That means pricing can change on ordinary Board resolution, with no special resolution or member vote needed.
The one figure I've kept in the constitution itself is the $1 joining fee in paragraph (d), on the same logic as the $10 guarantee in clause 5 — it's a condition of becoming a formal member of the company limited by guarantee, not a service price, so it sits more naturally as a constitutional term than an operational one. But this is a judgment call, not a legal requirement: if you'd rather the joining fee also be entirely Board-set (with nothing beyond "a joining fee, if any, as the Board determines" in the constitution), that's a one-line change — worth confirming which you'd prefer.

7. Applications and the register
Applications for Educator and Manager membership are made in the form the Board requires and approved or refused by the Board (or its delegate) within a reasonable time; refusal must include brief written reasons. Approved members are entered on the register of members with the details the Act requires. The Parents & Friends supporter list is maintained separately and is not the register of members.

8. Cessation of membership
Membership ceases on: resignation by written notice; non-payment of subscription after the reminder period set by the Board; death (individuals) or deregistration (bodies corporate); or expulsion under the Code of Conduct (clause 24).

Part 3 — General meetings

9. Annual general meeting
The Company holds an AGM within 5 months of the end of each financial year, to receive the financial report, directors' report, and auditor's report (if any), elect Educator-seat and Manager-seat directors whose terms expire, ratify skills-based and parent-nominated director appointments, and transact any other business.

10. Notice, quorum, and voting
Not less than 21 days' written notice is required for any general meeting. Quorum is the number of directors then in office, plus one, present in person, by proxy, or by electronic means. Each Educator member and each Manager member has one vote. Resolutions are decided on a show of hands unless a poll is demanded; the Chair does **not** have a casting vote at a general meeting (unlike at Board meetings under clause 17). Parents & Friends supporters may attend as observers but do not vote.
If quorum is not present within 30 minutes after the time appointed for a general meeting, the meeting is adjourned to the same time and place 7 days later, or to another time, date, and place the Board decides and notifies to members. If quorum is still not present within 30 minutes after the time appointed for the adjourned meeting, the members then present (however few) constitute quorum for that meeting, and it proceeds.

10A. Proxies
A member may appoint a proxy, in the form the Board prescribes, to attend and vote on their behalf. A proxy must be received by the Company at least 48 hours before the meeting. A proxy votes as instructed or, if none given, at their discretion.

10B. Conduct of meetings; electronic meetings
(a) A general meeting may be held at one or more physical venues, wholly by electronic means (for example, video conference), or a combination, as the Board decides, provided the technology used lets members participate in, and vote on, the business of the meeting, and lets the Chair control the conduct of the meeting under this clause.
(b) The Chair presides over, and directs the conduct of, a general meeting, and may take any action reasonably necessary to maintain order and let the meeting proceed efficiently — including muting, disabling the camera or chat function of, placing in a waiting room, or removing (in person or by electronic means) — any person, including a member, proxy, observer, or Parents & Friends supporter, whose conduct disrupts or threatens to disrupt the meeting. Excluding a person under this paragraph does not affect a vote they have already validly cast.
(c) The Chair must record, or cause to be recorded in the minutes, any exercise of the power in paragraph (b) and the reason for it.
(d) If a technical failure affects the Chair, a material number of members, or the Company's ability to conduct the meeting, the Chair may adjourn the meeting for up to 30 minutes to resolve the failure, or under clause 10's quorum-failure procedure, as the Chair considers

appropriate.
(e) The Chair's ruling on the conduct of a meeting under this clause is final.
(f) This clause applies to a Board meeting under clause 17 as if a reference to a general meeting were a reference to a Board meeting, and a reference to a member were a reference to a director or an invitee.

Part 4 — The Board of Management

11. Composition
The Board of Management consists of **9 directors**:
(a) 2 **Educator-elected directors**, elected by Educator members from among Educator members;
(b) 2 **Manager-elected directors**, elected by Manager members from among Manager members;
(c) 1 **Parents & Friends-nominated director**, nominated by the Parents & Friends Advisory Council and appointed by ordinary resolution of voting members;
(d) 4 **skills-based directors**, appointed by the Board on the recommendation of the Nominations Committee against the current skills matrix, and ratified by ordinary resolution of voting members at the next AGM.
12. Term and rotation
Directors serve 2-year terms. Terms are staggered so approximately half the Board (one Educator-elected, one Manager-elected, and two skills-based directors) retires each year, and is eligible for re-election or reappointment. The Parents & Friends-nominated director serves a 2-year term aligned with the rotation. A director may not serve more than **3 consecutive terms (6 years)** in the same seat without standing down for at least 1 year before being eligible for re-election or reappointment to that seat.
Drafting note: FDCA's constitution caps total consecutive tenure at 9 years with a cooling-off period — the same principle worth having here to prevent seat entrenchment, adjusted to a 6-year cap to match your shorter 2-year terms.
13. Eligibility and vacation of office
(a) A director must not be disqualified from managing corporations under the Act or be the subject of an ACNC disqualification.
(b) An Educator-elected or Manager-elected director who ceases to hold that membership class vacates their seat.
(c) A director's office becomes vacant if the director is absent, without the Board's leave, from 3 consecutive Board meetings.
(d) A director's office becomes vacant if an **independent panel** — 2 or more persons who are not directors, not employees of the Company, and free of any material personal interest in the matter, appointed by the Board for this purpose from a pool the Board maintains in advance — finds, after giving the director written notice of the substance of the concern and a genuine opportunity to respond (including to make submissions to the panel in person or in writing), that the director has materially or repeatedly breached the Code of Conduct (clause 24) or clause 16 or 16A. The Board must refer a documented concern meeting this threshold to the panel promptly and has no discretion to decide the outcome itself.
(e) A casual vacancy arising under this clause may be filled by the Board for the balance of the term, from the same category as the vacating director.

(f) An employee of the Company, including the Executive Officer, is not eligible to be a director, except as clause 29(b) allows during the Establishment Period.

14. Chair
The Board elects a Chair (and may elect a Deputy Chair) from among sitting directors, by majority vote of the Board, for a 1-year term. A director may serve no more than **4 consecutive 1-year terms** as Chair (or as Deputy Chair), and must then stand down from that office for at least 1 year before being eligible for re-election to it — though they may continue as an ordinary director throughout. The Deputy Chair acts as Chair during any vacancy, until the Board elects a replacement.

15. Powers and duties
Subject to the Act and this constitution, the Board manages the Company's business and may exercise all powers the Company may exercise other than those reserved to members by the Act or this constitution. Directors owe the Company the duties set out in the Act, including to act in good faith in the Company's interests, avoid improper use of position or information, and disclose material personal interests.

15A. Executive Officer
(a) The Board may appoint an Executive Officer (or Chief Executive Officer), employed by the Company, to manage its day-to-day operations, reporting to the Board.
(b) The Board sets the Executive Officer's objectives, reviews their performance, determines their remuneration, and may remove them, by Board resolution.
(c) The Executive Officer is not, by virtue of holding that office, a director and has no vote at Board meetings. The Board may invite the Executive Officer to attend and speak at Board meetings, and may exclude the Executive Officer from any part of a meeting, including discussion of their own performance, remuneration, or engagement.

15B. Delegation of powers
(a) Because this constitution excludes the Act's replaceable rules (clause 2), the Board has no delegation power unless this constitution grants one — this clause is that grant. The Board may delegate any of its powers to a committee of directors, a director, the Executive Officer, any other employee, or any other person, except a power that this constitution or the Act requires the Board to exercise itself.
(b) The Board cannot delegate: appointing or removing the Executive Officer; approving the annual budget and the audited or reviewed financial statements; adopting or amending Board policies (including the Code of Conduct under clause 24); approving the Company's position on a matter of significant public advocacy; or any other matter this constitution reserves to the Board or to members.
(c) The Board must adopt, and may amend by ordinary Board resolution, a Delegations of Authority policy setting out the specific financial, contractual, human-resources, and operational authority given to the Executive Officer and other staff. As with the Code of Conduct, this policy is not part of this constitution and is not subject to clause 26.

15C. Standing Orders
The Board may, by resolution of at least 75% of directors voting, adopt binding Standing Orders on any operational matter not otherwise dealt with in this constitution, and amend or revoke them the same way. The Code of Conduct (clause 24) and the Delegations of Authority policy

(clause 15B(c)) are both Standing Orders for the purposes of this clause, though each is separately provided for above because of its particular importance. Standing Orders must be consistent with this constitution; if they conflict, this constitution prevails.
Drafting note: this gives you one named, consistently-thresholded mechanism for "Board can make binding operational rules without going to members" — FDCA uses this exact device. Clauses 15B and 24 already work this way; this clause just gives the pattern a name and a general home, so you're not inventing a new bespoke mechanism each time the Board needs to formalise a new policy (a WHS policy, a social media policy, a privacy policy, and so on).

16. Conflicts of interest
(a) A director with a material personal interest in a matter before the Board must disclose it as soon as practicable, must not vote on it, and must ordinarily leave the meeting while it is discussed and decided — but is still counted toward quorum for that item. This includes, specifically, a personal, family, or employment connection to a specific regulatory dispute or enforcement action involving a Family Day Care service (for example, the director's own employer): a director with such an interest may participate in general policy discussion but not in the Board's decision on the Company's position regarding that specific matter. *[This limb directly implements the governance flag raised in §7 of the earlier legal-structure-plan regarding the Alliance's position on individual regulatory disputes.]*
(b) Despite (a), a director may vote on a resolution about insurance the Company maintains, or proposes to maintain, for the benefit of directors generally (for example, directors' and officers' liability insurance), even though the director is a person the insurance would benefit.

16A. Related party and commercial interests — Executive Officer and staff
(a) **Duty to disclose.** Before recommending, promoting, or engaging any supplier, vendor, contractor, or product to or on behalf of the Company or its members, the Executive Officer and any other staff member must disclose in writing to the Board any financial or personal interest they, or a person closely associated with them, hold in it — including any ownership interest, directorship, commission, fee, or other benefit.
(b) **Independent approval.** A related party arrangement disclosed under paragraph (a) may only be approved, renewed, or endorsed by resolution of the directors who do not have, and are not associated with a person who has, a financial or personal interest in that arrangement or in a competing supplier, vendor, contractor, or product ("independent directors"). For this purpose, clause 16(a) applies to a director with an interest in a competing arrangement in the same way it applies to a director with an interest in the arrangement itself: that director must disclose the interest and must not vote on approving, reviewing, or terminating it, and should ordinarily not be present for the discussion.
(c) **Approval criteria.** Before approving a related party arrangement, the independent directors must be satisfied that:
(i) the price and terms offered to members are at or better than a reasonably comparable market alternative;
(ii) members remain free to choose an alternative supplier, vendor, contractor, or product without penalty or disadvantage;
(iii) any commission, fee, or other benefit payable to the Executive Officer or staff member is clearly disclosed wherever the Company recommends or promotes the arrangement to members;
(iv) the arrangement is recorded in the related party interests register kept under paragraph (f); and

(v) the arrangement does not require member approval under Chapter 2E of the Act (financial benefits to related parties), or, if it does, that approval has been obtained by special resolution before the arrangement takes effect.
(d) **Term and review.** An approved related party arrangement runs for a fixed term of no more than 2 years. It may be terminated before the end of that term only for a documented failure to meet a criterion in paragraph (c), or a breach of its terms. At the end of the term, continuation requires fresh approval by the independent directors against the criteria in paragraph (c), applying the same market comparison as at initial approval.
(e) **Register.** The Secretary maintains a related party interests register, recording every disclosure under paragraph (a) and every decision under this clause, tabled at each Board meeting.
(f) This clause governs *how* a decision about a related party arrangement must be made, and independent-director approval under it is a Company governance requirement in addition to, and does not substitute for, any approval Chapter 2E of the Act independently requires from members for the same arrangement. Nor does it limit the Board's power under clause 15A(b) to remove the Executive Officer, or its general powers and duties under clause 15, where an arrangement genuinely fails the criteria in paragraph (c) or otherwise breaches this constitution, the Code of Conduct, or the Executive Officer's duties.

17. Board meetings
The Board meets at least quarterly. Quorum is a majority of current directors. Each director has one vote; the Chair has a casting vote in the event of a tie. Meetings may be held by any technology that lets all participants hear each other.
If quorum is not present within 30 minutes after the time appointed for a Board meeting, the meeting is adjourned to the same time and place 7 days later, or to another time, date, and place the Chair (or, in the Chair's absence, the Deputy Chair) decides and notifies to directors. If quorum is still not present within 30 minutes after the time appointed for the adjourned meeting, the directors then present, if at least 2, constitute quorum for that meeting, and it proceeds; if fewer than 2 directors are present, the meeting lapses and must be re-convened on fresh notice.
Clause 10B (Conduct of meetings; electronic meetings) applies to a Board meeting as set out in that clause.

Part 5 — Committees

18. Nominations Committee
The Board appoints a Nominations Committee, chaired by a director, to maintain the skills matrix, run the process for recruiting and recommending skills-based directors, and oversee elections for the Educator and Manager seats. A candidate for an Educator-elected or Manager-elected seat must be nominated in writing, with the written support of at least 2 other members of the same class, before appearing on a ballot.
19. Parents & Friends Advisory Council
(a) The Board establishes a Parents & Friends Advisory Council of not fewer than 3 and not more than 7 Parents & Friends supporters, to represent parent and carer views to the Board, nominate the Parents & Friends director under clause 11(c), and advise on the parent-facing Code of Conduct content.

(b) The Board appoints Council members, following an open call for expressions of interest from Parents & Friends supporters, for a 2-year term, renewable, and may remove a Council member by Board resolution at any time.
(c) The Council decides its nomination under clause 11(c), and any other Council decision, by majority vote of Council members present at a Council meeting; each Council member has one vote.
(d) The Council may place items on the Board's agenda, to a maximum of 2 items per Board meeting, given to the Secretary at least 10 business days beforehand; the Board may decline an item that repeats one already decided within the previous 12 months, or that falls outside the Council's functions under paragraph (a).
(e) The Council is not a decision-making body for the Company's governance or operations.

20. Other committees
The Board may establish other committees (for example, finance and risk, conduct/disciplinary) and determine their terms of reference.

Part 6 — Officers, finances, and execution

21. Secretary and public officer
The Board appoints a company secretary, who must ordinarily reside in Australia, and a public officer for tax purposes.
22. Financial year and accounts
The financial year ends 30 June. The Company keeps financial records as the Act requires and, if it meets the relevant reporting thresholds, prepares audited or reviewed financial statements. Where an auditor is required or the Board chooses to appoint one, the Board appoints and may remove the auditor, who is entitled to notice of, and to attend, any general meeting at which the financial statements are considered.
23. Execution of documents
The Company executes documents in accordance with section 127 of the Act (two directors, or a director and secretary, sign; or the Company may adopt a common seal).

Part 7 — Code of conduct and discipline

24. Code of Conduct
(a) The Board must adopt, and may from time to time amend, a Code of Conduct applying to members, Parents & Friends supporters, directors, staff, and contractors. Compliance with the Code of Conduct as in force from time to time is a condition of Educator and Manager membership and of remaining on the Parents & Friends supporter list.
(b) The Code of Conduct does **not** form part of this constitution and is not subject to clause 26 (Amending the constitution). It is adopted and amended by ordinary resolution of the Board, including by circular resolution between meetings, without requiring a general meeting or a vote of members.
(c) The Board may, by written delegation, authorise the Executive Officer (or equivalent) to make administrative or minor amendments to the Code of Conduct between Board meetings — wording, examples, and procedural detail. Any change to a member's obligations under the Code, or to the penalties or grounds for suspension or expulsion, must be reported to the Board and ratified by Board resolution, whether it originated with the Board or the Executive Officer.

25. Complaints and discipline
(a) A complaint is made in writing to the Company. The Board (or its delegated Conduct Committee) must give the member written notice of the substance of the complaint and a genuine opportunity to respond before deciding the outcome, and aims to resolve complaints within 20 business days.
(b) A director, committee member, or staff member who raised the complaint, was directly involved in the conduct complained of, or investigated the complaint must not take part in deciding its outcome. Where this rule would leave the Board or Conduct Committee without a quorum of eligible decision-makers, the Board must appoint enough independent directors or members to restore quorum, or refer the decision to independent persons of its choosing.
(c) Pending a decision under this clause, the Chair (or, for the Conduct Committee, its chair) may suspend a member's rights and privileges on an interim basis where reasonably necessary to protect children, staff, members, or the Company's reputation. Interim suspension must be notified to the member in writing with reasons as soon as practicable, lasts no longer than is reasonably necessary to complete the process in paragraph (a), and the member may request an expedited review of the interim suspension itself (not the underlying complaint) within 5 business days.
(d) Outcomes range from a written warning, to a suspended determination (a finding upheld but with the associated penalty held in abeyance for a stated period of up to 2 years, activating without further process if the member breaches the Code of Conduct again in that period, and otherwise lapsing), to suspension, to expulsion, proportionate to the conduct.
(e) A member facing suspension or expulsion may appeal in writing to the full Board within 14 days, and the Board's decision on appeal is final.
(f) A director, committee member, officer, or staff member who, in good faith and without gross negligence, makes a decision or communication under this clause is indemnified by the Company against liability for that decision or communication, and any such communication attracts qualified privilege to the extent the law allows.
(g) In this clause, a reference to a member includes a Parents & Friends supporter, and a reference to suspension or expulsion includes suspension of, or removal from, the Parents & Friends supporter list.

25A. General dispute resolution
(a) Before starting legal proceedings against the Company or another member about a dispute arising from this constitution or membership (other than a Code of Conduct complaint under clause 25), a member must give written notice of the dispute and attempt to resolve it directly within 14 days.
(b) If unresolved, the parties must attempt mediation — by a mediator they agree on, or failing agreement, one nominated by a recognised dispute-resolution body — before either side commences proceedings. Mediation costs are shared equally.
(c) This clause does not prevent either party seeking urgent or interlocutory relief from a court.

Part 8 — Amendment and winding up

26. Amending the constitution
This constitution may be amended only by special resolution at a general meeting, on at least

21 days' notice of the proposed amendment, passed by **at least 75% of the votes cast by Educator members, and separately at least 75% of the votes cast by Manager members** — each class's votes counted, and the 75% threshold applied, independently of the other. An amendment fails if either class does not reach its own 75%, even if the combined vote across both classes would have exceeded 75%. For this purpose, "votes cast" means votes actually cast, in person, by proxy, or by electronic means, by members present at the meeting; it is not calculated against the Company's total membership, and a member who does not attend or does not vote is excluded from the calculation altogether, not counted as a vote against.

27. Winding up
On winding up, any surplus property is not distributed to members but transferred to another not-for-profit organisation with similar objects, determined by special resolution or, failing that, by the Board.

27A. Notices
A notice may be given by hand, prepaid post, email, or other technology the Board approves, to the address a member or director has given the Company. A notice by post is taken received 3 business days after posting (7 business days internationally); by email, when sent. A member must notify the Company of any change to their contact details within 1 month.

Part 9 — Interpretation

28. Definitions
"Board" means the Board of Management. "Persons with Management or Control (PoMC)" has the meaning given in the Education and Care Services National Law. Other terms take their meaning from the Act.

Part 10 — Transitional provisions

29. Founding Directors and the Establishment Period
(a) On registration of the Company, the persons named as directors in the application for registration are the **Founding Directors**. There must be at least 3 Founding Directors, at least 2 of whom ordinarily reside in Australia, consistent with section 201A(2) of the Act.
(b) Despite clause 13, a Founding Director may also be an employee of the Company, including the Executive Officer, for the duration of the Establishment Period only. This carve-out ends automatically at the end of the Establishment Period; clause 13 then applies without modification.
(c) The **Establishment Period** begins on registration of the Company and ends at the earlier of: (i) the Company's first annual general meeting; or (ii) 18 months after registration — reflecting the outer limit for a public company's first AGM under section 250N of the Act. The Board may bring the Establishment Period to an end earlier than 18 months by convening the first AGM sooner, but must not extend it beyond 18 months.
(d) During the Establishment Period, the Founding Directors constitute the Board and hold the full powers and duties of the Board under clause 15, and:

(i) clause 11 (Composition) does not apply — the Board is not required to meet the 9-director composition until the first AGM;
(ii) the Founding Directors perform the functions of the Nominations Committee under clause 18, including establishing the skills matrix and conducting the process for the first elections and appointments;
(iii) the Founding Directors may admit Educator and Manager members, fix subscription pricing under clause 6 and process applications under clause 7, and may establish the Parents & Friends Advisory Council under clause 19.
(e) Before the end of the Establishment Period, the Board must convene the Company's first annual general meeting, at which: Educator-elected and Manager-elected directors are elected; skills-based directors are ratified; the Parents & Friends-nominated director is appointed; and the full 9-director composition in clause 11 takes effect. A Founding Director may stand for election or appointment like any other candidate; a Founding Director not elected or appointed at the first AGM ceases to be a director from the close of that meeting.
(f) **Related party re-ratification.** A related party arrangement approved under clause 16A during the Establishment Period lapses automatically 90 days after the first AGM unless it is re-ratified, against the criteria in clause 16A(c), by independent directors of the Board as constituted after that AGM.