
INDEPENDENT INQUIRY AND REVIEW

INTO THE

KIMBERLEY SUSTAINABLE DEVELOPMENT

CHARITABLE TRUST

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Acknowledgment of Country

The Inquiry acknowledges the Traditional Owners of the Kimberley region and recognises their continuing connection to their lands, families, and communities.

The Inquiry pays its respect to Aboriginal and Torres Strait Islander cultures and to Elders past, present, and emerging.

1. PREFACE

1. The Kimberley Sustainable Development Charitable Trust (**KSDCT**) was established 20 years ago to address the disadvantages being suffered by many of the Aboriginal inhabitants of the Kimberley Region in Western Australia. It was set up as a charitable trust, because it was the most suitable type of trust for addressing those needs.
2. Since its establishment, there have been many changes to the ways in which Aboriginal people in the Kimberley can now seek to better address their particular needs and aspirations. Among them is the understandable desire for different groups to seek a more meaningful level of self-determination.
3. The relevance, suitability and effectiveness of the KSDCT must keep pace with these changing times, circumstances and aspirations.
4. The perception among some members of some of these groups that the KSDCT is no longer discharging its purposes and functions as well as it once did was a significant factor in the Kimberley Land Council Aboriginal Corporation's (**KLC**) decision to commission an independent Inquiry into and Review of the KSDCT (**Inquiry**).
5. As this Report will show, the KSDCT has since its establishment, and on the whole, discharged its primary roles and obligations remarkably well given the passage of time.

6. As with all institutions, the passage of time has meant that some of the functions of the KSDCT are no longer as well suited to the purpose for which it was established as once was the case.
7. This Inquiry should, therefore, be seen as timely and appropriate for the KSDCT. It is something which should, in any event, have taken place, irrespective of any particular catalysts for its establishment. It is for this reason that this Report will not dwell on or pay any unnecessary regard to particular events which might be said to have agitated the Inquiry. In the Inquiry's view it would be counter-productive to do so.
8. It is far more important to consider whether the KSDCT works well and if not, how it can and should be improved, rather than dwell on events that in the overall scheme of things have little significance to the findings and, in particular, the recommendations.
9. As this Report will show, the most significant areas for improvement which can and should be made are in governance, financial and risk management and the dissemination and management of information.
10. The KSDCT is governed by a corporate trustee, which is a subsidiary of the KLC. The trustee is Kimberley Sustainable Development Pty Ltd (**KSD**). It is in turn governed by an independent board of directors (**Board**). The operations of the KSDCT are frugally run by a small number of staff.
11. The KSDCT was established as a low-cost organisation, primarily for the purpose of ensuring that the trust fund would be preserved, where possible

grown and spent on beneficiaries of the trust, rather than on operating expenses.

12. In the course of conducting this Inquiry, it quickly became apparent that many of the beneficiaries did not have a sufficiently clear understanding of the relationship between the Board of the KSD and its parent company, the KLC. There exists a perception in some quarters that the latter exercises an inappropriate level of control and influence over the former. On the basis of the inquiries made by this Inquiry, that perception is not made out. The Board of the KSD appears, for all intents and purposes, to act independently of the KLC and in the best interests of the KSDCT and its beneficiaries, as it should.
13. Nonetheless, measures can be taken to address this wrong perception of the relationship between the KLC and the Board of the KSD, and those steps should be taken to ensure that the Board, the KSD and the KSDCT have a higher level of support, understanding and acceptance among the beneficiaries of the KSDCT. These improvements are primarily concerned with governance, composition of the Board, accountability and better information sharing and management.
14. Auxilium Partners, a firm of independent and forensic accountants, was engaged to conduct a review of the KSDCT, on terms of reference which were directed at establishing whether the financial management and control of the KSDCT and its trust fund was appropriate and best suited to the objectives for which the KSDCT was established and whether it was adequately discharging its functions and obligations. It has conducted that review and published a report, which is Annexure 11 to this Report. The Auxilium Partners report, the

findings in it and its recommendations should be read in conjunction with this Report.

15. Unsurprisingly, the report from Auxilium Partners identified a number of governance and management changes which should be made to the way in which the KSDCT is governed and operates. One of the reasons why these recommendations are unsurprising is because the KSDCT has not been the subject of any close examination for quite some time. As a result, the way in which it is governed and managed is in many respects outdated and in need of improvement.
16. It should be emphasised, that these needs for reform in the areas identified by Auxilium Partners are not the result of any attempts by anyone associated with the KSDCT, the KSD or the KLC to subvert the objectives or purposes of the KSDCT, to defraud it or to otherwise detract from its operation and management. There is no evidence of any wrongdoing. It is simply the fact that the KSDCT has not been closely reviewed for such a long time and, as a result, many of its practices, procedures and protocols, among other things, have simply become outdated. They are no longer properly and sufficiently responsive to the needs of the KSDCT and its beneficiaries.
17. Over the course of this Inquiry, it has become abundantly clear that there are many widespread misconceptions about how the KSDCT is run, what the trust funds are used for, how those funds are allocated to different beneficiaries and the reasons for those allocations and the influence of certain members of the KLC on the way in which the KSDCT discharges its functions and obligations. The thoroughness of this Inquiry, including the work undertaken by Auxilium

Partners, clearly demonstrates that these are all indeed misconceptions. They do not reflect the reality.

18. Nonetheless, it is important to understand why these misconceptions exist and address them, because they can and have had a damaging effect on the reputation of the Board of the KSD, the management and staff of the KSDCT and the KSDCT as a whole. This is clearly unhelpful. It requires far too much time, energy and expense to be spent on solving issues which do not actually need to and should not exist in the first place.
19. A phrase which has been repeatedly used by beneficiaries and others in the course of the Inquiry is that the way in which the KSDCT operates “*lacks transparency*”. When these concerns are stripped back to their bare essentials, what they really appear to mean is that it is not clear to some beneficiaries and others how the KSDCT goes about its business.
20. These sorts of concerns were, in the opinion of the Inquiry, often genuinely held. However, the belief in them appears, in almost all cases which the Inquiry came across, to be based on a lack of a full understanding of how things worked. This lack of understanding was then often the root cause of unhelpful conjecture and negativity about and towards the KSDCT, its management and staff and sometimes the Board of the KSD.
21. Without proper information and a fuller understanding about how the KSDCT goes about its business, it is perfectly understandable that many beneficiaries would question whether it was doing the right things and in the right ways.

22. Accordingly, one of the main features of this Report is to highlight the need for the KSDCT to share with its beneficiaries more of the information about how it works and why it does the things which it does and in the ways in which it does them.
23. While there is a need for certain matters to be kept confidential, because they are private matters for certain individuals or groups, much of what happens with the KSDCT and how it goes about its work can and should be shared. There are many ways in which this can be done and they are canvassed at some length in the recommendations.
24. While there are other areas for improvement, some of which are dealt with in the recommendations in this Report and some of which are also dealt with in the recommendations in the Auxilium Report, these three areas of governance, financial and risk management and information sharing are the main areas for consideration and improvement.
25. All of them should be seen as areas for improvement, rather than as criticisms of the KSDCT or those who have been involved in its governance and management. Many of them have arisen for attention and improvement, because the KSDCT has not been subject to regular reviews, and improvements based on those reviews.
26. If any lesson is to be learned from this Inquiry, it is the need for the KSDCT to be the subject of more regular reviews for the purpose of ensuring that improvements are made to the structures, processes, protocols and procedures under which it operates, as and when the need for them arises, rather than waiting until it is the subject of untimely and potentially damaging criticism.

27. In summary, the KSDCT has served the Aboriginal people of the Kimberley well for a very long time, but like all institutions of its kind it needs to keep pace with changing times and circumstances. It needs to evolve.
28. There is no evidence of any wrongdoing by those associated with the KSDCT. Suggestions to the contrary are simply unsubstantiated.
29. Rather, there is a need for many improvements across a broad range of areas. Some of these improvements require immediate attention. All of them require serious consideration.
30. If the KSDCT is improved in the ways recommended and continues to properly address the objectives and needs for which it was established, it can and should continue to faithfully serve its beneficiaries and remain sustainable and relevant for the foreseeable future.

2. INTRODUCTION

31. On 6 May 2021, the KLC engaged independent barrister, Anthony Joseph Power, through solicitors, Forbes Kirby, to undertake this Inquiry of the KSDCT.
32. The Inquiry was conducted according to Terms of Reference dated 3 May 2021 (**Terms of Reference**), which is Annexure 1 to this Report. The Terms of Reference required the Inquiry to examine:

“(1) The appropriateness and adequacy of the nature and extent of the Kimberley Land Council Aboriginal Corporation’s control over the management and operations of the Kimberley Sustainable Development Charitable Trust, including the suitability of the current legal structures.

(2) The adequacy of the management and operations of the Kimberley Sustainable Development Corporation, as trustee for the Kimberley Sustainable Development Charitable Trust.

(3) The extent to which the Kimberley Sustainable Development Corporation is adequately and appropriately discharging its duties as trustee for the Kimberley Sustainable Development Charitable Trust.

(4) The nature and extent to which the Kimberley Sustainable Development Corporation should control and manage the

Kimberley Sustainable Development Charitable Trust, including the composition of and eligibility for appointment to the Kimberley Sustainable Development Corporation's Board of Directors.

- (5) The manner and extent to which the Kimberley Sustainable Development Charitable Trust is satisfactorily meeting its objectives and whether it is adequately governed, fit for purpose and sustainable.*
- (6) The nature and extent to which the Kimberley Sustainable Development Charitable Trust should be transparent and accountable to its stakeholders, whether the current procedures and protocols are adequate and appropriate and whether there should be more structured procedures for receiving and addressing complaints about the operations and affairs of the Kimberley Sustainable Development Charitable Trust.*
- (7) The adequacy and appropriateness of the current procedures and protocols for the management of and financial controls over the Kimberley Sustainable Development Charitable Trust accounts and the expenditure of Trust funds.*
- (8) The adequacy of governance over the operations and affairs of the Kimberley Sustainable Development Charitable Trust, including the management of conflicts of*

interest.

(9) The need for periodic reviews of the management, operations and affairs of the Kimberley Sustainable Development Charitable Trust to determine the need for or desirability of change.”

33. The Terms of Reference were drafted by Mr Power, after some preliminary consideration of the views expressed about the governance, management, suitability, accountability and transparency of the KSDCT and the way in which it functioned.
34. The KLC and the KSD had no involvement in the drafting of the Terms of Reference.
35. It was important that the Terms of Reference and the Inquiry be seen to be independent of any influence by the KLC and any other associated persons and entities.
36. The KLC has not interfered in any way with the conduct of the Inquiry, which is consequently a genuinely independent examination of the KSDCT.
37. The Inquiry included interviews with some beneficiaries and stakeholders who wanted their views about the KSDCT and the way in which it has worked in the past, and presently works, to be heard. It was important for the Inquiry to hear these different views, some of which were supportive of the KSDCT and some of which were not.

38. On 24 May 2021, the first notice to all stakeholders was published on the KLC's website and Facebook (**First Notice**). The First Notice informed all stakeholders that Mr Power would be in Broome between Tuesday 1 June and Thursday 3 June 2021 to meet with any person who wished to provide information and speak to the Inquiry about the matters described in the Terms of Reference. The First Notice also invited and encouraged all stakeholders with information relevant to the matters in the Terms of Reference to provide written submissions to the Inquiry.¹
39. On 15 June 2021, a notice informing stakeholders that the closing date to submit any written submissions was 18 June 2021 was published on the KLC's website and Facebook.²
40. On 18 June 2021, two further notices were published on the KLC's website and Facebook informing all stakeholders that:
- 40.1. Mr Power would be in Kununurra, Halls Creek, Fitzroy Crossing, Derby and Broome between Wednesday 30 June 2021 and Sunday 4 July 2021 to meet with any person who wished to provide information and speak to the Inquiry;³ and
- 40.2. the closing date to schedule a meeting with the Inquiry was Friday 25 June 2021.⁴

¹ Annexure 2 – Notice of Invitation – Inquiry and Review.

² Annexure 3 – Notice of Closing Date for Written Submission.

³ Annexure 5 – Notice of Invitation for Conference in Kimberley Region.

⁴ Annexure 4 – Notice of Closing Date for Scheduling Conferences.

41. Between 1 June 2021 and 3 June 2021, and 30 June 2021 and 4 July 2021, interviews were conducted in person in Broome, Kununurra, Halls Creek, Fitzroy Crossing and Derby. These took place over 8-days.
42. Those interviewed were made up of the directors of the KSD, those involved in the management of the KSDCT, beneficiaries and potential beneficiaries of the KSDCT and a limited number of other interested stakeholders who had something informative and worthwhile to say about the KSDCT.
43. In addition, the Inquiry reviewed approximately 24,594 documents. The documents considered included written submissions (which were sometimes additional to the interviews with beneficiaries and other stakeholders), records of the KSDCT, including procedures and accounts, reports on the KSDCT and the KSD and a range of other documents, all of which were relevant to the issues requiring consideration under the Terms of Reference. Relevance to those issues being the touchstone giving rise to the requirement for reading and considering those documents.
44. The work on the Inquiry was suspended on 19 July 2021 as a result of a misunderstanding about the scope of the work required and the costs of that work. The misunderstanding was resolved on 22 November 2021 when work was resumed. When work was suspended, it was not clear that it would resume. Consequently, those working on the Inquiry took on other work commitments, which meant that when work did resume, it had to be completed subject to the additional work commitments which had by that time been taken on. On 2

December 2021, a notice was published on the KLC's website and Facebook to inform all stakeholders that work on the Inquiry had resumed.⁵

45. Between 15 February to 21 March 2022, further interviews were conducted in person, by video conference or telephone conference.
46. A total of 78 beneficiaries and other stakeholders were interviewed. The interviews took 48.5 hours. They were for the most part informative and helpful to the work of the Inquiry.
47. It was important for the Inquiry to look closely into all of the matters raised for its consideration. It endeavoured in its work to leave no stone unturned and it considers that it has met this objective to the required level of satisfaction.

⁵ Annexure 6 – Notice of Update on Status of Inquiry and Review.

3. RELEVANT LEGAL PRINCIPLES

A. Charitable Trusts

48. As a charitable trust, specific legal obligations are imposed on the trustee in the exercise of its powers and functions for the purposes for which it is established.
49. The purpose of a charitable trust is to benefit the community, rather than particular individuals, but individual beneficiaries may still benefit from a charitable trust for charitable purposes.
50. The trustee of a charitable trust has a duty to ensure that the charitable trust promotes the charitable objects in the trust deed and the charitable objects otherwise recognised at law, being the relief of poverty, the advancement of education, the advancement of religion and other purposes beneficial to the community.⁶
51. Of these, the duty of a trustee to adhere to and carry out the terms of the trust deed is the most important duty.⁷
52. The trustee of a charitable trust must also perform its duties in accordance with the legal principles, guidelines and restraints set out in the trust deed, *Trustees Act 1962* (WA) (**Trustees Act**), *Charities Act 2013* (Cth) (**Charities Act**), *Charitable Trusts Act 1962* (WA) (**Charitable Trusts Act**) and the *Australian Charities and Not-for-Profit Commission Act 2012* (Cth) (**ACNC Act**).

⁶ *Commissioners for Special Purposes of Income Tax v Pemsel* [1891] AC 531, 583 (Lord Macnaughten); *Aid/Watch Incorporated v Commissioner of Taxation of the Commonwealth of Australia* (2010) 241 CLR 539 [18] (French CJ, Gummow, Hayne, Crennan and Bell JJ).

⁷ *Youyang Pty Ltd v Minter Ellison Morris Fletcher* [2003] HCA 15; (2003) 212 CLR 484 [32], [33] (Gleeson CJ, McHugh, Gummow, Kirby & Hayne JJ).

53. The trustee of a charitable trust cannot act in a way which contradicts the charitable purposes of the trust or the duties or restraints imposed on it by the trust deed or the law.
54. Consequently, there are some very strict requirements imposed on the trustee of a charitable trust about how it governs that trust and how the trust should operate in the pursuit of those objectives.
55. A necessary part of a trustee's obligation to hold and deal with the trust property for the benefit of beneficiaries (and, in the case of a charitable trust, for the purposes of the trust) is the trustee's liability to account for its stewardship of the trust property.⁸ This involves an obligation to keep proper accounts and be ready to render these accounts when called on to do so.⁹ A trustee may employ an accountant for the purpose of preparing the accounts, and may have trust accounts audited. The costs in each case are to be borne by the trust.¹⁰
56. The trustee's duty to keep proper accounts and records, as it relates to charities in Australia, also arises under Division 55 of the ACNC Act. Section 55-5 of the ACNC Act provides that a registered entity must keep written financial records which correctly record and explain its transactions and financial position and performance and enable true and fair financial statements to be prepared and

⁸ Halsbury's Laws of Australia, [430-4210], *Spellson v. George* (1987) 11 NSWLR 300 316-317 (Powell J), *Re Simersall*; *Blackwell v. Bray* (1992) 35 FCR 584 (Gummow J), *Waterhouse v. Waterhouse* (1998) 46 NSWLR 449, 494 (Windeyer J), *Parker v. Higgins* (2012) 17 BPR 32, 817 (Slattery J), *Fast v. Rockman* [2015] VSCA 61 (the Court).

⁹ *Freeman v. Fairlie* (1817) 3 Mer 24, 43; 36 ER 10, 17; *Pearse v. Green* (1819) 1 Jac & W 135, 140; 37 ER 327, 329; *Kemp v. Burn* (1863) 66 ER 740; *Re Watson* (1904) 49 Sol. Jo. 54; *Strauss v. Wykes* [1916] VLR 200, 203-4; *Re Craig* (1952) 52 SR (NSW) 265, 267; *Williams v. Stephens* (unreported, Supreme Court of New South Wales, Young J, 24/3/86, BC8601164); *Re The Will of Ruthenberg* (unreported, Supreme Court of Queensland, Ryan J, 27/10/93, BC9303514). Note that in the case of a charitable trust, the requirement to account would likely be to Attorney General or the Supreme Court absent provision in the trust deed conferring such an entitlement on another person or class of persons.

¹⁰ This is also specifically provided for under section 53 of the *Trustee Act 1962*.

audited, so as to enable any “recognised assessment activity” to be carried out on that entity. A “recognised assessment activity” is defined to include an activity carried out by the ACNC involving assessment of the entity’s compliance with the ACNC Act and compliance with any taxation law.¹¹ Records must be retained for 7 years after the transactions, operations or acts covered by the records are completed.¹² An entity which does not comply with the ACNC record-keeping obligations commits an offence.¹³

57. The ACNC Act also requires a registered entity to provide certain information annually to the ACNC, called an “annual information statement”.¹⁴ This statement must be given to the ACNC no later than 31 December in the following financial year.¹⁵ Furthermore, registered entities with an annual income of over \$250,000.00 are also required to annually provide an audited financial report,¹⁶ undertaken in accordance with the auditing standards.¹⁷ This statement must also be given to the ACNC no later than 31 December in the following financial year.¹⁸
58. A trustee generally may, and in many circumstances should or must, obtain appropriate professional advice in relation to matters such as investments. Some of these obligations are also set out in the Trustees Act. In addition, that

¹¹ Section 55-10 of the ACNC Act.

¹² Section 55-5(4) of the ACNC Act.

¹³ Sections 55-5(6) and 55-5(7) of the ACNC Act.

¹⁴ Section 60-5(1) of the ACNC Act.

¹⁵ Section 60-5(2) of the ACNC Act.

¹⁶ Section 60-10 of the ACNC Act requires “medium and large” registered entities to give annual financial reports. “Medium registered entity” is defined as an entity with annual income of more than \$250,000.00. “Large registered entity” is an entity with annual income of more than \$1 million. Sections 60-20 and 60-25 requires that the report be reviewed (medium entities) or audited (large entities).

¹⁷ Section 60-35 of the ACNC Act.

¹⁸ Section 60-10(2) of the ACNC Act.

Act imposes further obligations on trustees in respect of any power of investment, including:¹⁹

- 58.1. where the trustee's profession, business or employment is or includes acting as a trustee, or investing the money on behalf of other persons, the trustee must exercise the care, diligence and skill that a prudent person engaged in that profession, business or employment would exercise in managing the affairs of other persons;
- 58.2. if the trustee is not engaged in such a profession, it must exercise the care, diligence and skill that a prudent person would exercise in managing the affairs of other persons;
- 58.3. exercising powers of investment in accordance with any provision in the trust deed which is binding on the trustee and requires the obtaining of any consent or approval or compliance with any direction with respect to trust investments; and
- 58.4. subject to the trust deed, a trustee must, at least once a year, review the performance (individually and as a whole) of trust investments.

¹⁹ Section 18 of the *Trustees Act 1962*.

59. In summary, the trustee of a charitable trust must:
- 59.1. apply or invest the trust fund in accordance with the trust deed and any relevant and applicable legislation;
 - 59.2. exercise the power of investment in the best interests of the present and future beneficiaries;
 - 59.3. avoid speculative or hazardous investments;
 - 59.4. act impartially as between beneficiaries; and
 - 59.5. take advice, where necessary and/or appropriate.²⁰

B. Charitable Purposes

60. Payments from a charitable trust must be made for the purpose of satisfying the trust's charitable objects. Payments which are not made for these purposes will be made in breach of trust.²¹
61. The four generally recognised categories of charitable objects in pursuit of which a charitable trust may be established, are as follows:²²
- 61.1. the relief of poverty;
 - 61.2. the advancement of education;

²⁰ John Heydon and Mark Leeming, *Jacobs' Law of Trusts in Australia*, 392, (LexisNexis Butterworths, 8th Edition, 2016).

²¹ A trustee who invests trust funds in a manner that is unauthorised by the trust instrument, statute or the Court commits a breach of trust and is liable for any consequent loss: *Speight v. Gaunt* (1883) 9 App Cas 1, 19 (Lord Blackburn).

²² *Commissioners for Special Purposes of Income Tax v. Pemsel* [1891] AC 531, 583 (Lord Macnaughten); *Aid/Watch Incorporated v. Commissioner of Taxation of the Commonwealth of Australia* (2010) 241 CLR 539 [18] (French CJ, Gummow, Hayne, Crennan and Bell JJ).

61.3. the advancement of religion; and

61.4. other purposes beneficial to the community, not falling under any of the preceding heads.²³

62. These recognised categories of charitable objects are also broadly consistent with the definition of “charitable purpose” in the Charities Act. The charitable purposes defined in the Charities Act are as follows:

(1) In any Act:

"charitable purpose" means any of the following:

(a) the purpose of advancing health;

(b) the purpose of advancing education;

(c) the purpose of advancing social or public welfare;

(d) the purpose of advancing religion;

(e) the purpose of advancing culture;

(f) the purpose of promoting reconciliation, mutual respect and tolerance between groups of individuals that are in Australia;

(g) the purpose of promoting or protecting human rights;

²³ *Aid/Watch Incorporated v Commissioner of Taxation of the Commonwealth of Australia* (2010) 241 CLR 539 at [18] (French CJ, Gummow, Hayne, Crennan and Bell JJ).

- (h) the purpose of advancing the security or safety of Australia or the Australian public;*
- (i) the purpose of preventing or relieving the suffering of animals;*
- (j) the purpose of advancing the natural environment;*
- (k) any other purpose beneficial to the general public that may reasonably be regarded as analogous to, or within the spirit of, any of the purposes mentioned in paragraphs (a) to (j);*

Note: In the case of a purpose that was a charitable purpose before the commencement of this Act and to which the other paragraphs of this definition do not apply, see item 7 of Schedule 2 to the Charities (Consequential Amendments and Transitional Provisions) Act 2013.

- (l) the purpose of promoting or opposing a change to any matter established by law, policy or practice in the Commonwealth, a State, a Territory or another country, if:*
 - (i) in the case of promoting a change--the change is in furtherance or in aid of one or more of the purposes mentioned in paragraphs (a) to (k); or*

(ii) *in the case of opposing a change--the change is in opposition to, or in hindrance of, one or more of the purposes mentioned in those paragraphs.*

63. Furthermore, although not a traditionally recognised head of charity, payments for recreational purposes may be classified as charitable if the facilities are provided in the interests of social welfare.²⁴ This requirement is not satisfied unless certain conditions (such as that they are provided with the object of improving the living conditions for the persons for whom the facilities are primarily intended) are met.²⁵
64. The functions of certain bodies with objects directed towards advancing the interests of Aboriginal communities have been classified under the fourth head of charity (and possibly even the first category).²⁶
65. Subject to the specific limitations under a particular trust deed, payments made in pursuit of one or more of the recognised objects will be payments for a charitable object and within the power of a trustee of a charitable trust to make.
66. However, even in cases where a trust is a recognised charitable trust, if money is distributed to an individual member and which does not benefit the group as

²⁴ Section 5(1) of the *Charitable Trusts Act 1962*.

²⁵ Section 5(1) of the *Charitable Trusts Act 1962*.

²⁶ Such as an Aboriginal land council under *Aboriginal Land Rights Act 1983* (NSW), the functions of which under that Act were to acquire land on behalf of Aboriginal people and whose objects under the relevant regulations included to improve, protect and foster the best interests of the Council's members and all Aboriginal people within the Council's area and to obtain housing for Aboriginal people in *Dareton Local Aboriginal Land Council v. Wentworth Council* (1995) 89 LGERA 120 (Bignold J). See also *Toomelah Co-operative Limited v. Moree Plains Shire Council* [1996] LGERA 48, 59 (Stein J) which concerned a community advancement society under the *Co-operation Act 1923* (NSW) in Toomelah. Its objects included to acquire land for the use of its members and the Aboriginal community in general.

a whole, that payment may be characterised as not being made for a charitable purpose and therefore an impermissible use of trust funds.²⁷

67. Whether or not a particular payment is a permissible use of trust funds is a question of fact and depends on the individual circumstances. A distinction has been made between ends, means and consequences:²⁸

“The ends must be exclusively charitable. But if the non-charitable benefits are merely the means or the incidental consequences of carrying out the charitable purposes and are not ends themselves, charitable status is not lost.”

68. There can sometimes be a very fine line between a payment made for a charitable purpose (eg. for the relief of poverty, sickness, suffering, distress, misfortune or destitution) ‘without purpose of private gain’ which has an incidental consequence of a non-charitable private benefit, and a payment which might be characterised as having been made with an impermissible purpose of private gain. This is particularly so in relation to support for economic or commercial activities. Whether a payment crosses this fine line or not can often involve degrees of judgment and must be considered in the context of the community concerned and ways in which charitable objects might reasonably be advanced.

²⁷ *Flynn v. Mamarika* (1996) 130 FLR 218.

²⁸ *Latimer*, 170 [36] (Lord Millet), applied in *Plan B Trustees* [130] (Edelman J).

C. Conflicts

69. A trustee is a classic example of a fiduciary.²⁹ An entity which occupies a fiduciary position may not use that position to gain a profit or advantage for itself. Nor may it obtain a benefit by entering into a transaction in conflict with its fiduciary duty, without the informed consent of the person(s) to whom it owes the duty.³⁰ These principles, often described as the “profit rule” and the “conflict rule”, are fundamental to the role of any fiduciary and are strictly enforced.
70. A trustee will only be permitted to act contrary to the conflict and profit rules in circumstances where the trust deed, the fully informed beneficiaries of a trust, or a Court authorises it.³¹
71. While the nature and extent of the obligations of a fiduciary may be modified by the terms of the trust deed, it is important that the trustee strictly complies with the obligation not to enter into transactions which conflict with its duties or to otherwise make unauthorised profits.
72. The conflict and profit rules also apply to the directors of the corporate trustees, which have been entrusted with the stewardship of the trust.³² This includes charitable trusts.
73. In Australia, modern authority suggests that at least some of the duties of a trustee company are imposed on the directors of that company. This includes the rule against purchasing trust property.³³

²⁹ *Hospital Products Ltd v. United States Surgical Corporation* (1984) 156 CLR 41, 68 (Gibbs CJ).

³⁰ *Hospital Products Ltd v. United States Surgical Corporation* (1984) 156 CLR 41, 67 (Gibbs CJ).

³¹ *Hospital Products Ltd v. United States Surgical Corporation* (1984) 156 CLR 41, 73 (Gibbs CJ).

³² See discussion in R.T. Langford & I.M. Ramsay, *Conflicted directors: What is required to avoid a breach of duty?*, (2014) 8 *Journal of Equity* 108.

³³ *Re James* [1949] SASR 143.

74. This modern trend is significant, particularly in the context of charitable trusts where the section of the community for whose benefit the charitable objects are directed, are often vulnerable groups of people. Transactions which benefit those natural persons associated with corporate trustees, including its directors (or their relatives or associates), are viewed unfavourably.
75. It is likely that the directors of a corporate trustee, as the controllers (or as they are sometimes called, the mind and will) of the trustee, will be bound by the same or similar obligations as the trustee itself, such that the directors cannot without consent or Court approval cause the trustee to enter transactions with members of their families or associates, because to do so would be to put the trustee in a position where it would be preferring the interests of a director (vis-à-vis the family member or associate) to its duties to the trust, *even if* the transaction was otherwise commercial.
76. The position may be less clear in the case of dealings with friends or associates of the directors, as opposed to close relatives, because it may be factually harder to demonstrate a conflict between the interests of the director vis-à-vis the friend or associate with whom the trust is dealing and the duties owed by the director to the corporation.
77. Nonetheless, the Courts have recognised that it is perfectly possible for a non-pecuniary personal interest, for the purposes of the conflict rule, to arise from a business association as well as kinship. In either case, whether there is a conflict that results in breach of fiduciary duties or not will depend on the nature, intensity and duration of the association. The question will always be whether

the reasonable observer would perceive a real and sensible possibility of conflict.

78. These relevant legal principles are all important to the Inquiry's consideration of the KSDCT, and in particular the ways in which it has, continues to and may in the future operate. They should be borne in mind when considering what is written in the balance of this Report and the need for implementing the changes proposed in the recommendations which follow.

4. THE KIMBERLEY SUSTAINABLE DEVELOPMENT CHARITABLE TRUST

A. The KSDCT as a Charitable Trust

79. The KSDCT was established on 24 October 2022 by a settlement deed, which was executed on 24 October 2002 (**Trust Deed**). The Trust Deed is Annexure 8 to this Report.

80. As a charitable trust (and as previously indicated), the KSDCT is required to comply with a number of legislative requirements, which are set out in the ACNC Act, the Charities Act, the Charitable Trusts Act and the Trustees Act. The way in which it operates is also governed by the terms of its Trust Deed.

81. The purposes for which the KSDCT was established are:

“...for the charitable objects of relieving poverty, disadvantage, destitution, distress, dispossession, suffering, and dispersal of the Aboriginal people of the Kimberley Region of Western Australia, overcoming their ill-health, sickness, lack of education, housing, employment, economic opportunity and suffering including the provision of financial assistance, housing, health care services and facilities, transportation and communication services, education, training, employment and economic development support and for, amongst other things, the promotion, maintenance, preservation and sustainable development of Aboriginal Law and the heritage, language and culture of the Aboriginal people of the Kimberley Region of

Western Australia (hereinafter called “the Charitable Objects”).”³⁴

(Charitable Objects)

82. The Charitable Objects of the KSDCT, as set out in the Trust Deed, are consistent with the charitable objects recognised by common law and the definitions of charitable purposes in statute law.
83. The trust fund, which is managed by the KSD is a considerable sum of money. It currently stands at \$29,687,309.95.
84. The annual income received on trust for the beneficiaries of the KSDCT during the period 30 June 2018 to 30 June 2021 ranged between \$3,907,091.00 and \$6,793,185.00.
85. Given the very large sum of money held on trust and the range of its income, the purposes and objects for which the trust fund is held and the disadvantages facing the beneficiaries of the KSDCT, it is important that the funds under management in the KSDCT be handled in a way which will most benefit the community.
86. There are rules, principles, and guidelines which apply to what can or cannot be done with the income and property accumulated in the KSDCT’s trust fund. They need to be followed.

³⁴ Annexure 8 – Trust Deed, clause 3.

B. Expenditure and Distributions

87. In the exercise of the KSD's trustee powers to make a distribution from the trust fund, it must take into account and carefully consider any wishes expressed or policy issued by the Traditional Owners or a prescribed body corporate (**PBC**) for the Traditional Owners.³⁵
88. The Inquiry has not been privy to, and it has not received, any documents which record the governance structures or internal procedures adopted by any of the PBCs and Native Title Groups, which have trust funds held by the KSDCT.
89. The Inquiry has requested copies of these documents recording guidelines or procedures with respect to dealing with PBC and Native Title Group member requests for distributions of trust funds, but has not received any.
90. It is understood that these guidelines or procedures contain confidential information relating to the PBCs or Native Title Groups and would be problematic if the information was inadvertently disclosed to other unrelated PBCs or Native Title Groups. It is therefore understandable that they have not been provided.
91. It is nonetheless apparent to the Inquiry that the PBCs and Native Title Groups have different governance structures and internal procedures to determine the purposes of the funds distributed and how the funds are distributed among the members within the PBCs and Native Title Groups. Some groups have developed PBCs with rulebooks or clear guidelines determining how funds received are to be distributed. Others do not. The Traditional Owners in those

³⁵ Annexure 8 – Trust Deed, clause 5(a).

groups appear to have the responsibility for determining how funds received are distributed in accordance with their own, sometimes ad hoc, governance structures.

92. The KSD (through its Trust Manager and the Board of the KSD) does not, as far as the Inquiry can tell, appear to exercise its powers to make a distribution from the trust fund independently of the views expressed by the PBCs or Native Title Groups. The application is simply accepted or rejected. The KSD does not, from what the Inquiry can tell, appear to consider whether there is a better use for the funds than what is requested. In practice, the KSD appears to have regard to the beneficiaries' wishes and needs by considering application forms, created by the KSDCT and used by PBCs and Native Title Groups, to apply for distributions from the trust funds. These forms contain the following information:

- 92.1. the name of the party or person requesting a distribution, and name(s) of any other person who will benefit from the distribution;
- 92.2. the relevant Traditional Owner group to which the party or person belongs;
- 92.3. how much of a distribution is being requested;
- 92.4. the purpose of the request for the distribution of the fund (what is being purchased or for what it is being used);
- 92.5. if the distribution from the trust fund is being used to purchase goods, where the goods are being purchased from; and

- 92.6. the signatures of the relevant Traditional Owner(s) or other delegates, who have the apparent authority to approve the distribution request.

C. Distribution of the Trust Funds for a Charitable Purpose

93. The KSD recognises that as the KSDCT is a charitable trust it must ensure that all distributions of trust funds fit into one or more of four categories:

93.1. relief of poverty, sickness and aged assistance;

93.2. education;

93.3. advancement of language and culture; and

93.4. community benefits.³⁶

94. Furthermore, the KSD in its consideration of each application for release of a payment of the trust fund determines whether the purpose of the release from trust fund meet the Charitable Objects.³⁷

Relief of Poverty, Sickness and Age Assistance

95. The KSDCT accepts that funds can be released for the purposes of providing relief to 'old people', who are identified as being over 50 years of age. The KSDCT allocates funds into 'old people' buckets for this purpose for a number of the PBCs and Native Title Groups.

³⁶ Annexure 9 - KSDCT Living Manual, p 13.

³⁷ Annexure 8 - Trust Deed, clause 3.

96. The practice of the Courts when determining whether a purpose is charitable in law is to refer to the Preamble to the *Statute of Charitable Uses*.³⁸ It is well established that the words ‘*relief of aged, impotent, and poor people*’ in the Preamble are to be read disjunctively. The Courts have found that the relief of the burdens and disadvantages that are attributable to old age may be charitable without any additional requirement for poverty or impotence.³⁹
97. In consideration of the relevant principles and taking into account that the average life expectancy of Aboriginal and Torres Strait Islander people in Western Australia is taken to be 66.9 years for males and 71.8 for females,⁴⁰ distributions to beneficiaries over 50 years of age to provide relief for suffering, distress, disadvantages, health care or for general assistance, would appear to be for a charitable purpose.
98. With respect to distributions for poverty and sickness, the Inquiry accepts that it is one of the four recognised charitable objects and is consistent with the definition in the Charities Act.⁴¹

Advancement of Education and Religion

99. The Charitable Objects referred to in the Trust Deed expressly provide that the KSD can apply income and make payments from time to time in support,

³⁸ *City of Mandurah v Australian Flying Corps & Royal Australian Air Force Association (WA Division) Inc* (2016) 339 ALR 697, at [42] (Buss P).

³⁹ *City of Mandurah v Australian Flying Corps & Royal Australian Air Force Association (WA Division) Inc* (2016) 339 ALR 697, at [60] and [64] (Buss P).

⁴⁰ Australian Bureau of Statistics, 29 November 2018, *Aboriginal and Torres Strait Islander life expectancy lowest in remote and very remote areas*, <https://www.abs.gov.au/articles/aboriginal-and-torres-strait-islander-life-expectancy-lowest-remote-and-very-remote-areas>.

⁴¹ *Commissioners for Special Purposes of Income Tax v Pemsel* [1891] 1 AC 531, 580; *Aid/Watch Incorporated v Commissioner of Taxation of the Commonwealth of Australia* (2010) 241 CLR 539 [18] (French CJ, Gummow, Hayne, Crennan and Bell JJ).

promotion, maintenance, and/or preservation of heritage, law, ceremony, culture and language. A distribution for one or more of these purposes is consistent with the Charitable Objects of the KSDCT and would be considered charitable.

Other Purposes Beneficial to the Community

100. The KSD looks favourably on requests for distributions from community benefits funds paid into the KSDCT for the purposes of setting up ablution blocks, playgrounds, road maintenance, group training courses, communal kitchens, law and funerals and the like. While this list is not exhaustive, the KSD must be satisfied that the release of any such funds will benefit a large number of people and not just one person. For this reason, it is understandable why the KSD do not often approve the release of funds to, for example, purchase washing machines, food or furniture for individuals.

5. THE TRUSTEE OF THE KIMBERLEY SUSTAINABLE DEVELOPMENT CHARITABLE TRUST– KIMBERLEY SUSTAINABLE DEVELOPMENT PTY LTD

101. The trustee of the KSDCT, the KSD, is a proprietary limited company, which was registered under the *Corporations Act 2001* (Cth) (**Corporations Act**) on 24 September 2002.⁴² The KSD has been the only trustee of the KSDCT.
102. The KSD has only shareholder, namely the KLC, which owns the only share in the KSD.
103. The KSD is governed by a board of directors and the rules contained in its constitution.⁴³ The Board of the KSD has since its establishment, and up to the present time, made the decisions about how the KSDCT has operated and continues to do so. It is the governing body of the KSD and, therefore, in effect the KSDCT.
104. The KSD has had the following directors during its lifetime: Tom Birch, Robert James Powrie, Nolan Hunter, Erika Emsley Blades, and Wayne Thomas Bergmann. The current directors as at the date of this report are Nolan Hunter and Robert James Powrie.⁴⁴
105. Decisions made by the directors of the KSD are implemented by the management and staff of the KSDCT.

⁴² Annexure 15 – ASIC Current and Historical Company Extract of KSD.

⁴³ Annexure 7 – KSD Constitution.

⁴⁴ Annexure 15 – ASIC Current and Historical Company Extract of KSD.

106. The management of the KSDCT currently comprises one person, namely, [REDACTED], who is also known as the Trust Manager. The Trust Manager is responsible for the day to day management and operations of the KSDCT. The Trust Manager is the key contact person for the KSDCT and is supported by a senior administration officer, [REDACTED], and an administration assistant known as the Senior Administration and Traditional Owner Liason, [REDACTED].
107. The KSD's discretion and powers to deal with the income and property in the trust fund to promote the Charitable Objects must be exercised in accordance with the provisions of the Trust Deed. The way in which it deals with income and property in the trust fund is also governed by statute law and common law principles.
108. The income and property in the trust fund are required to be dealt with by the KSD in accordance with clauses 5 and 6 of the Trust Deed which provide:⁴⁵

THE TRUST FUND

5. *The Trustee shall stand possessed of the capital property and income of the Trust fund UPON TRUST that the Trustee shall from time to time pay or apply the income and at any time or times pay, or use, or apply the whole or any part or parts of the capital of the Trust Fund for such Charitable Objects as the Trustee should*

⁴⁵ Annexure 8 – Trust Deed.

from time to time determine PROVIDED ALWAYS
THAT:

- (a) *The Trustee in considering the exercise of its powers and discretions shall have regard to any wishes expressed or policy issued by the Traditional Owners or a Prescribed Body Corporate for the Traditional Owners or its successors, for the application and distribution of the Trust Fund;*
- (b) *The Trustee may accumulate such part of the income of the Trust Fund and apply it as the Trustee considers necessary to acquire investments authorised by this Deed or to meet the obligations and liabilities of the Trust Fund in respect of any investments for the purpose of enabling the Trust Fund to generate income to meet the Charitable Objects and to hold the accumulations as part of the Trust Fund;*
- (c) *Notwithstanding anything contained in this Deed the Trustee shall have power to accept any money or other assets which may be transferred to it as Trustee and to hold the same UPON TRUST for any particular Charitable Object or*

objects as the transferor may at the time specify in writing and to which the Trustee may agree.

TRUSTEE'S DISCRETIONS

6. (a) *The Trustee may permit the Trust Fund to be held or invested or sell or call in or convert the same or any part of it into money and shall in its like discretion invest the money and all cash requiring the investment in the name or under the control of the Trustee in any of the investments authorised by this Deed or the law and with full power from time to time at the Trustee's discretion to vary and exchange any investment for similar investments;*
- (b) *The Trustee shall be responsible for carrying out and promoting the Charitable Objects and for the conduct of the Trust and for the management of the Trust Fund in such a manner as the Trustee shall think appropriate but subject always to the provisions of the Deed;*
- (c) *The Trustee may constitute a new charitable company, institution, trust or body for any Charitable Objects and pay or transfer income or capital to such charitable company, institution, trust or body and in doing so may include any*

provision which can lawfully be included in a charitable scheme;

(d) Any reference in this clause to a charitable company, institution, trust or body is a reference to one whose purposes are charitable within the legal meaning of the word "charitable" and which has been approved as such by the Commissioner for Taxation.

(e) The Trustee may appoint other directors and advisors to the Trustee at any time subject to such appointees being firstly approved by the executive committee of Kimberley Land Council Aboriginal Corporation.

(f) The Trustee may accept or refuse requests by Beneficiaries for distribution of the Trust Fund subject to the terms and conditions of this Deed.

109. The Trust Deed provides the KSD with certain powers, namely, to receive donations, receive gifts of property, make payments, purchase or lease land or personal property, lend monies, deal with trust assets, make investments, deposit trust monies and titles with a bank or trust company, discharge liabilities, vest land for sale, occupy trust property, insure trust property, acquire property of other charitable organisations, use trust fund for business or trade, act as trustee of other charitable trusts, borrow or raise monies, draw cheques and other financial instruments, sue and defend legal proceedings, employ and

remunerate persons, provide superannuation for employees, incorporate other companies, discharge debts of companies formed, enter into arrangements with governments and authorities, make rules for trust management, subdivide and deal with land and property, determine capital and income of the trust, take legal advice, and delegate or appoint attorneys.⁴⁶

110. As the trustee of a charitable trust, the KSD is the entity responsible for administering the KSDCT and is responsible for carrying out and promoting the Charitable Objects of the KSDCT for the benefit of the Traditional Owners in the Kimberley region.
111. The KSDCT is required to operate in a way which serves its charitable purposes. It cannot operate in a way which is inconsistent with them. The KSD, through its governing Board, must fulfil all of the duties and obligations of the trustee of a charitable trust. It cannot act in a way inconsistent with them.

⁴⁶ Annexure 8 - Trust Deed, clause 7.

6. THE KIMBERLEY LAND COUNCIL ABORIGINAL CORPORATION (THE PARENT COMPANY) AND KIMBERLEY SUSTAINABLE DEVELOPMENT PTY LTD (THE SUBSIDIARY)

112. The trustee of the KSDCT, is (as previously noted) a wholly owned subsidiary of the KLC. The Trust Deed⁴⁷ refers to the KLC in its definitions in clause 1 to mean the statutory representative body to represent the native title rights and interests of the Aboriginal people of the Kimberley Region of Western Australia.
113. The KLC is an Aboriginal Corporation, which was registered on 27 July 1979 under the *Aboriginal Councils and Associations Act 1976 (ACA Act)*.⁴⁸
114. The ACA Act was subsequently replaced by the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) (CATSI Act)* on 1 July 2007.
115. The KLC is the Native Title Representative Body for the Kimberley Representative Aboriginal/Torres Strait Islander Body Area in WA and has the legal ability to negotiate on behalf of Traditional Owners and enter into native title agreements on their behalf.
116. Notably, the objectives of the KLC which are set out in clause 3 of its Rule Book⁴⁹, are very similar to the Charitable Objects set out in the Trust Deed⁵⁰ of the KSDCT. They are:

⁴⁷ Annexure 8 – Trust Deed.

⁴⁸ Annexure 12 – ORIC KLC Corporation Extract.

⁴⁹ Annexure 10 – KLC Rule Book.

⁵⁰ Annexure 8 – Trust Deed, clause 3.

3. Objectives

The Objectives of the Corporation are:

- (a) To assist in the relief from poverty, sickness, destitution, helplessness, distress, suffering and misfortune among the Traditional Owners and Custodians of the Kimberley region without discrimination.*
- (b) To ascertain the wishes, aspirations and opinions of the Traditional Owners and Custodians in relation to the management, use and control of their traditional lands within the Kimberley region and to seek, where practicable, to give effect to those wishes, aspirations and opinions.*
- (c) To protect the interests of Traditional Owners and Custodians in relation to the management, use and control of their traditional lands within the Kimberley region.*
- (d) To facilitate the acquisition of secure land tenure.*
- (e) To facilitate the maintenance and promotion of Aboriginal Law and Culture.*
- (f) To facilitate the development of education, employment, job training, health and housing services, community planning and research generally.*

- (g) *To undertake any activity that may seem to the Corporation to further the Corporation's Objectives.*
- (h) *To provide professional and/or other services by engaging staff or consultants to ensure the carrying out of the Corporation's Objectives.*
- (i) *To apply the assets and income of the Corporation solely to further its Objectives and no portion is to be distributed directly or indirectly to the Members of the Corporation except as bona fide compensation for services rendered or expenses incurred on behalf of the Corporation.*

117. As a wholly owned subsidiary of the KLC, the KLC has the legal ability to make decisions which affect the way in which the trustee of the KSDCT, the KSD, operates. It can do so by passing a resolution at a validly constituted meeting. The KLC's rights as the single member (sole shareholder) of the KSD, as trustee of the KSDCT, are governed by the Corporations Act and the KSD's Constitution.⁵¹

118. The decisions which the KLC has the legal ability to make include, but are not limited to, appointing and removing directors of the KSD, calling meetings, giving directions to the KSD to prepare financial reports and directors' reports, and to make decisions on behalf of the KSD to commence or defend legal proceedings.

⁵¹ Annexure 7 – KSD Constitution.

119. Generally, the decisions that can be made by the KLC require a validly constituted meeting. However, as the sole shareholder of the KSD, the KLC can pass resolutions by signing a document that records the decision.⁵²

120. Notwithstanding the rights under the Corporations Act, the KLC has the overarching power to approve who the Trustee may appoint as a director or advisor to the Trustee in accordance with clause 6(e) of the Trust Deed,⁵³ which provides:

“The Trustee may appoint other directors and advisors to the Trustee at any time subject to such appointees being firstly approved by the executive committee of Kimberley Land Council Aboriginal Corporation.”

121. Apart from appointing directors to the Board of the KSD, some of whom were directors of the KLC, the KLC appears, as far as the Inquiry can tell, to have had no substantial or operational involvement in the functioning of the Board of the KSD or its governance of the KSDCT.

122. The Board of the KSD appears to operate independently of the Board of the KLC. In that respect, it is operating independently as the trustee of the KSDCT.

123. It is, however, apparent from the views expressed to the Inquiry that there are a number of beneficiaries of the KSDCT (and others) who consider that the KLC has some improper role in directing the Board or certain directors of the KSD.

⁵² Section 249B of the *Corporations Act 2001* (Cth).

⁵³ Annexure 8 – Trust Deed.

Given the way in which appointments to the Board of the KSD have been made, it is an understandable (but unsubstantiated) apprehension.

124. The Inquiry has found no basis for concluding that any of the appointments to the Board of the KSD give the KLC any undue or improper influence or role over the way in which the Board of the KSD functions or over its governance of the KSDCT.
125. The perception that the KLC has some undue or improper influence over the Board of the KSD is, however, something which does need to be addressed. There are two obvious ways in which to address this perception and improve the governance of the Board of the KSD.
126. The terms on which the directors of the Board of the KSD are appointed should be clarified and should be published, so that beneficiaries and other parties with a proper interest can be clear about how and why such appointments are made.
127. It would also be appropriate for the Board of the KSD to have a board charter, setting out its role in respect of the KSDCT, how it will make decisions, on what bases they will be made, how it will comply with its legal and ethical obligations and how it will interact with other associated entities and organisations, including the KLC (**Board Charter**). This will bring it into line with the way in which many modern boards of directors operate. The Board Charter should, of course, be drafted having regard to the role, duties and purposes of the Board as the governing body for a trustee of a charitable trust, specifically the KSDCT.
128. A Board Charter will undoubtedly improve the level of actual and perceived governance and accountability of the Board to those whom it serves. It should

also help to clarify the nature of the relationship between it and the KLC, how it should and does operate as the trustee of the KSDCT and why many of the concerns which have been expressed about the role and influence of the KLC are not well founded.

7. CONCERNS EXPRESSED ABOUT THE OPERATION OF THE TRUST

129. The following is a summary of the concerns raised with the Inquiry during the consultations with beneficiaries and other stakeholders in the periods between June to July 2021, and February to March 2022. It is important to emphasise that they are not the views of, nor findings made by, the Inquiry.
130. The concerns summarised in this chapter are not universally held, and in some cases are not even widely held. This summary is simply a faithful record of what was reported to the Inquiry. The Inquiry expresses no views about whether they are sound or not.
131. They are simply summarised and repeated for the sake of completeness and in the interests of a faithful rendition of them, so that the reader is aware of what the Inquiry was told by some of those to whom it spoke.
132. Their importance and the reason for repeating and summarising them lies in the fact that they articulate, sometimes well and sometimes not, the perceptions and views of some stakeholders. They are perceptions which, in many cases, should not be left unaddressed. To leave them unmentioned would be to invite speculation and conjecture, some of which may be damaging and harmful to the reputation of the KSDCT and those involved with it.
133. These concerns are categorised under the broad topic headings set out below.

A. Communication and Transparency

Communication of Information to Beneficiaries

134. Sometimes there is a lack relevant information from the KSDCT to beneficiaries about the trust fund and how to access the trust fund.
135. Some beneficiaries are not receiving enough reporting about the amount of the trust fund held in their bucket.
136. Some beneficiaries do not know why there is an accumulation of undistributed funds in the trust fund and to whom those funds belong.
137. Some beneficiaries do not how much is held on trust for each PBC and Native Title Group.
138. Not all beneficiaries understand why they are not entitled to know how much is held in other buckets that do not belong to their Native Title Group.
139. Some beneficiaries do not know how distributions are determined or allocated within a PBC or Native Title Group.
140. Some beneficiaries do not know the nature and extent of the relationship between the KLC and KSDCT.
141. The KSDCT does not have a website or general social media presence separate to the KLC, on which it provides beneficiaries with information about its purpose, function, and operations.
142. There is confusion among some beneficiaries about the roles and responsibilities of the KLC and the KSD.

143. Some beneficiaries believe that the KLC has influence over the funds held by the KSDCT and how they are distributed.
144. Some beneficiaries need to better understand the relationship between the KSD and the KLC, as the sole shareholder of the KSD.
145. There is a lack of information about how the funds in the trust fund of the KSDCT are invested and the associated risks of those investments.

PBCs and Native Title Groups

146. Some beneficiaries consider that there is inadequate communication of information to the PBCs and Native Title Groups about what the KSDCT is, what it does, how the KSDCT does what it is supposed to do and why the KSDCT even exists in the first place.
147. PBCs and Native Title Groups do not to adequately communicate information about the KSDCT to its members and beneficiaries.

Communications with the KLC

148. There is a lack of understanding among some of the KLC staff about the relationship between the KLC and the KSDCT.
149. There is reluctance from some KLC Staff to co-operate with requests from the KSDCT staff for information, such as the genealogy of some PBCs and Native Title Groups to enable the KSDCT to operate and manage the trust fund.

Feedback and Support to KSDCT Staff

150. There is a lack of communication between the KSDCT staff and the Board of the KSD. In particular there is a need for more feedback and support to the staff of the KSDCT from the Board of the KSD.

Mistrust of the KSDCT and the KLC

151. Some of the beneficiaries mistrust the KLC, and therefore the KSDCT, because they are dissatisfied with the Native Title process.

B. Resources of the KSDCT

KSDCT Staffing Issues

152. The KSDCT does not have enough operational staff, resulting in them sometimes feeling overwhelmed and overworked.
153. During the peak period, also called the distribution period, there is a significant increase in workload and in the volume of inquiries made to the KSDCT.
154. During peak periods when distributions are being made, the KSDCT staff do not have the capacity to address all of the inquiries made by beneficiaries.

Accessibility of KSDCT Staff and Location of KSDCT Office

155. The KSDCT's head office is based in Perth and it therefore lacks a physical presence in the Kimberley region, where the beneficiaries are located.
156. The Trust Manager is based in Perth, can usually only be contacted by telephone or by email and is, therefore, too hard to access.

157. The existence and operation of a Perth office appears to have no real organisational significance. It requires KSDCT staff having to be regularly flown to the Kimberley region to perform some important aspects of their work.

Lack of Cultural Competence

158. Some of the operational staff of the KSDCT are not culturally competent enough for the purposes of communicating with and providing information to a large number of the KSDCT's beneficiaries.

159. The information about the KSDCT and how it works is not understood properly by some beneficiaries, because it is not always being communicated in a culturally appropriate way by an individual who is equipped to do so.

160. Some beneficiaries consider that the Trust Manager lacks the necessary cultural competence and in some cases is not the appropriate person to communicate culturally sensitive information.

Lack of Requisite Skills

161. Some beneficiaries consider that the Trust Manager does not have the full complement of skills required to discharge her role as the manager of the KSDCT.

162. Some beneficiaries consider that the Trust Manager does not have the necessary communication skills for effectively conveying information, and in an appropriate way, about the operation of the KSDCT to all of the beneficiaries.

163. Some beneficiaries consider that the Trust Manager does not have the skills necessary to manage the investments made by the KSDCT, so as to ensure their sustainability and growth.

Composition of the Board of the KSD

164. Some consider the Board of the KSD is not representative of all of the Aboriginal people in the Kimberley.

165. Some consider that there is a lack of cultural representation on the Board of the KSD.

166. Some consider the Board of the KSD lacks the necessary expertise in specialised areas such as banking, finance and investments.

167. Some of the directors on the Board of the KSD are seen by some beneficiaries to not be sufficiently independent, because of their connection to the Kimberley region through a particular Native Title Group or because of an association with an entity such as the KLC or KRED Enterprises.⁵⁴

168. Some consider that the Board of the KSD is not adequately representative of the cultural differences and other differing interests between the different regions of the Kimberley, namely, the East Kimberley, West Kimberley and Central Kimberley.

⁵⁴ Annexure 17 – ASIC Current and Historical Company Extract of KRED.

Lack of Cultural Support

169. There is a lack of cultural support available to some of the KSDCT staff, other than from some of the KSD directors, to assist those staff in delivering information to beneficiaries in a culturally appropriate way.
170. There is a need to employ a member of staff who is not a director of the KSD, such as a Liaison Officer or an Aboriginal Engagement Officer, who can assist the Trust Manager in communicating with beneficiaries and can deal with any otherwise difficult cultural issues.

KSDCT Administration Fees

171. The KSDCT administration expenses are too low and may be inadequate for properly managing a charitable trust, which manages a relatively large body of funds for a large number of PBCs and Native Title Groups.
172. The KSDCT do not have sufficient funds to expand their operations or hire additional staff to better support beneficiaries and to assist the current KSDCT staff with their workload, particularly during the peak periods.

KSDCT Structure

173. The KSDCT operates a simple charitable trust structure to minimise operating costs and administration fees. As a result, the KSDCT operates in a restricted funding environment, which does not allow for a sophisticated charitable trust structure better tailored to meet the needs of each PBC and Native Title Group.

Complaints Procedure

174. The KSDCT does not have a uniform complaints procedure to effectively deal with all complaints.
175. Many inquiries, complaints and concerns are raised with the KLC, which will then notify and forward them to staff of the KSDCT, whereas they should be raised directly with the KSDCT in the first place.
176. Some beneficiaries bring their complaints and concerns to others who may not have any ability or authority to properly or effectively address them. This causes unnecessary dissent among some beneficiaries and the spread of misinformation, particularly when a complaint could have been resolved if the beneficiary was made aware of and used a KSDCT complaints procedure from the outset.

C. Perceived Conflict between the KLC and the KSDCT

KSDCT Staff as KLC Employees

177. There is a perceived conflict with KSDCT staff being employed under a KLC contract of employment and being subject to KLC policies and procedures.

Common Directors of the KLC and the KSDCT

178. There is a perception that a director of the KSD, who is also a director of the KLC, may be conflicted in his or her obligations to each entity.

Lack of a Conflict Register

179. There is a lack of a uniform conflict register for the KSD and the KSDCT, where one should exist.

D. Governance

Governance of PBCs and Native Title Groups

180. There are some PBCs and Native Title Groups who do not have the capability to establish and implement clear and effective processes and governance structures to manage decision making and the communication of relevant information to their members.
181. It is not possible for the KSDCT to cater uniformly to the diversity in governance of each PBC and Native Title Group with respect to how they want to manage the funds in their buckets within the current structure of the KSDCT.
182. Not all PBCs and Native Title Groups have good or appropriate processes, procedures, and governance structures in place to manage the funds in their buckets, with the result that these groups have more issues when making decisions about distributions and often find it difficult in coming to an agreement without a dispute.
183. There is a lack of clarity and certainty as to where the KSDCT should draw the line on the use of its resources to resolve such issues and disputes.

E. Investments

184. There is a lack of expertise in financial and investment management on the Board of the KSD, so as to enable it to properly advise PBCs and Native Title Groups about how to invest their funds.

F. Audits

Audit of KSDCT and the Auditor

185. There is an unsatisfactory qualification continually recorded in the audit report about why income is not verified.
186. There is a lack of rotation in the auditor of the KSDCT.
187. There is a concern about the auditor undertaking accounting work for the KSDCT and confusing the roles of auditor and accountant to the detriment of the KSDCT.

G. Distributions from the KSDCT

Release of Funds

188. Some beneficiaries consider that there is preferential treatment and/or misappropriation of funds to PBCs and Native Title Groups or other associated entities in which the directors of the KLC are members.

Access to Cash Payments

189. Some beneficiaries consider they should receive cash payments from the KSDCT, rather than distributions in kind.

Unallocated Funds

190. There are large amounts of unallocated funds held by the KSDCT in some buckets, because some PBCs or Native Title Groups cannot agree on how funds should be distributed, with the consequence that the KSDCT will not release any funds from those buckets until agreement is reached.
191. PBCs and Native Title Groups which are unable to come to an agreement about where the funds would be allocated, will have their funds remain held on trust by the KSDCT, resulting in some cases in a large amount of unallocated or undistributed funds.
192. The KSDCT holds a large amount of undistributed funds from year to year, when that undistributed surplus could be better used for the benefit of disadvantaged beneficiaries.

**8. THE PRINCIPAL AREAS FOR IMPROVEMENT:
GOVERNANCE, FINANCIAL AND RISK MANAGEMENT
AND INFORMATION AND REPORTING**

A. Introduction to the Three Principal Areas for Improvement

193. Over the course of the Inquiry, three principal areas have emerged as areas requiring significant and immediate consideration and improvement. All three are clearly captured by the Inquiry's Terms of Reference. While they do overlap to some extent, they are nonetheless sufficiently distinct to warrant separate treatment in this Report.
194. The first is governance. The Board of the KSD is the governing body of the KSD and it is responsible for, among other things, the governance of the KSDCT.
195. While there is no question that the Board of the KSD and its directors have since the establishment of the KSDCT conducted themselves appropriately and with the best interests of the KSDCT in mind, there are clearly now some obvious areas for improvement.
196. Changes need to be made. If made, they will improve the governance of the KSD and the KSDCT and enable the directors of the Board of the KSD to discharge their duties and responsibilities more effectively and efficiently.
197. The second area for improvement is financial and risk management of the KSDCT.

198. An important consideration in the management of the KSDCT is and has always been that the costs of administration and management should be kept as low as possible, so that the beneficiaries of the KSDCT could gain the maximum benefit from the trust fund. There is no question that this intention is commendable and indeed desirable.
199. This precept has in effect meant that the management of the KSDCT has been developed in an ad hoc manner to meet the changing needs of the KSDCT and its beneficiaries. Again, this is highly commendable and equally understandable. It would be unfair to be overly critical of the way in which these financial and risk management practices and procedures have developed over time.
200. What this Inquiry has revealed, however, is that a close examination of the financial and risk management of the KSDCT shows that there are now substantial exposures for the KSDCT in the management of what is a significant trust fund.
201. On the unquestionable basis that the trust fund should be preserved and grown for the benefit of its beneficiaries, there can be little argument with the proposition that there should be strict and appropriate financial and risk management controls in place to ensure that these highly desirable objectives are met.
202. Paying proper regard to these objectives, the calling of this Inquiry has been timely. The present financial and risk exposures to the trust fund are obvious and the ways in which they are managed should be improved without delay.

203. One consequence of improving the financial and risk management of the KSDCT is an increase in the administration costs of doing so. While this change would seem to run counter to the precept that administration costs should be kept to a minimum for the beneficiaries of the KSDCT, the balance between keeping those costs low and protecting the trust fund was always going to be something which needed to be carefully measured, balanced and regularly reviewed.
204. In this Inquiry's view, the findings made by it and by the Auxilium Report⁵⁵ demonstrate that there is a present need for some adjustment, such that the increase in administration costs is a necessary burden for the adequate protection and growth of the trust fund.
205. The third area for improvement which has emerged very clearly from the very beginning of the Inquiry and which has consistently featured throughout it is that there appears to be a sufficiently widespread lack of understanding about a number of different aspects of the KSDCT.
206. First, there is a lack of clarity about the relationship between the KLC, the KSD as trustee for the KSDCT and the KSDCT itself. This lack of understanding about the relationship between these three entities has led to much speculation about the role of the KLC in the management and operation of the KSDCT and the influence which it, or some of its directors, have over some of the decisions made by the KSD and implemented by the KSDCT.

⁵⁵ Annexure 11 – Auxilium Report.

207. Secondly, the lack of any real understanding among a significant number of beneficiaries about the objectives of the KSDCT and how and why it makes the decisions it does on claims from beneficiaries has produced, in some quarters, a mistrust of the KSDCT and its management about the distribution of trust funds. It has caused unhelpful and sometimes destructive criticism of the KSD, the KSDCT and its management.
208. This lack of understanding is not something which has been encouraged by the management of the KSDCT or by the Board of the KSD. Rather, it is the product of the lack of a clear and present strategy for the provision of sufficient and relevant information to beneficiaries of the KSDCT in a meaningful, readily accessible and plainly visible way. It is a problem which has worsened with time, creating many misconceptions about the way in which the KSDCT and the KSD perform their duties and functions. It is an unnecessary problem and one which is easily fixed.
209. This Inquiry has looked closely into how information on how the KSD and the KSDCT go about their work should be disseminated and how the issues currently confronting the KSD and the KSDCT in this regard can be addressed.
210. Addressing these issues now will not only promote confidence in the KSD and the KSDCT among the beneficiaries of the latter, but will also in the long term reduce the amount of time and expense which is otherwise unnecessarily consumed dealing with a problem which need not exist in the first place.
211. The Report will in the ensuing parts of this chapter deal with each of these three areas for improvement in a more detailed way, so that they can be more fully

understood and so that the recommendations which follow can be more readily seen as having a proper basis for their implementation.

B. Governance - the Board of the KSD

212. The Board of the KSD is the body which makes the decisions governing the management of the KSDCT trust fund. If it is to discharge that duty to the best of its ability, it will need to have the expertise necessary to do so.
213. The expertise necessary to properly manage the trust fund, namely, to preserve and grow it and put it to the best use available, will depend on the Board of the KSD having the relevant expertise to guide it in making those decisions. It would undoubtedly assist the KSD if it had among its directors one or more directors with the expertise necessary to preserve and grow the fund and put it to the best use available. Another way in which it could be done, preferably in combination with the first, is to engage experts with that expertise in an advisory role.
214. The current make-up of the Board of the KSD provides the legal and cultural expertise required for good leadership and governance of the KSDCT. There does not appear to be any financial planning and/or investment expertise on the Board.
215. One improvement which could and should be made to the Board of the KSD is to have appointed to it and at all times to have on it a director with the relevant financial planning and/or investment expertise. Another improvement would be to require the Board of the KSD to call in aid the relevant financial planning and/or investment expertise at regular intervals when dealing with the

preservation and growth of the trust fund and putting it to the best use available, where it lacks the particular expertise to do so.

216. The existence and availability of the relevant financial planning and/or investment expertise could and should be regulated for the Board of the KSD and should be appropriately addressed in the Board Charter.
217. Not only would the existence and availability of the relevant financial planning and/or investment expertise assist the Board in its function of managing the trust fund, it would also give confidence to stakeholders concerned about its ability to discharge its duties as trustee and some assurance about the way in which the Board is managed and performs its functions.
218. Another peculiar feature of the Board of the KSD is that the directors who serve on it appear to serve for very long terms of appointment. There appears to have been little rotation of directors, with the result that many of them remain on that Board for a number of years at a time.
219. While it cannot be said that the duration of their tenure has diminished their ability or commitment to performing their roles as directors properly and effectively, it does mean that the opportunity for new appointees to inject the Board with fresh blood and new ideas is limited.
220. The preferable course would be, as is the case with many other similar corporations, to rotate the directors after they have completed a fixed term as a director. Rotating the directors in this way ensures that fresh blood and new ideas are regularly introduced to the governing body of the KSDCT and the required complement of skills and experience is maintained. It would also allow

any deficiencies, perceived or real, in the expertise on the Board of the KSD to be addressed, by rotating onto that Board a director with the expertise thought to be or in fact otherwise lacking.

221. Apart from the opportunity to improve the governance and effectiveness of the Board of the KSD, the Inquiry's investigations have not revealed any deficiencies in the discharge of the trustee's duties. It appears that they are and have been adequately and appropriately discharged.
222. The point to be made is that there is room for improvement by adopting the measures described in this Report. Those opportunities should be taken.
223. As the governing body of the KSDCT, it is important that the KSD and the Board of the KSD, which presides over it, should not be involved in the day-to-day management and operation of the KSDCT. A clear line must be drawn between the governing body, namely, the Board of the KSD, and the executive, namely, the management and staff of the KSDCT.
224. From what the Inquiry has learned, the Board of the KSD, for the most part, does not interfere with the management and operation of the KSDCT. Similarly, the management of the KSDCT does not, for the most part, involve itself in making the decisions which govern the KSDCT.
225. There is, however, one obvious area for improvement. The Board of the KSD receives and is required to consider applications for the release of funds from the trust fund for charitable purposes. In doing so, it acts on the recommendation of the Trust Manager of the KSDCT, [REDACTED]. It is not apparent from all of the materials reviewed by the Inquiry that the Board of the

KSD, and it alone, makes the decisions about whether funds should be released for charitable purposes on the basis that they are indeed charitable purposes. It appears to act on the recommendation of the Trust Manager and approves or rejects a claim for a distribution, largely if not entirely in some cases, based on that recommendation.

226. The Board of the KSD should independently (of the Trust Manager) consider each application for release of funds from the KSDCT to beneficiaries and it should do so in a more fully informed and independent manner. The nature and extent of the consideration in each case must be real and substantial.
227. The minutes recording those decisions should record the nature and extent of the reasoning for the releases of those funds.
228. Not only must the Board of the KSD independently consider each application for the release of funds in its entirety, it must be seen to be doing so.
229. While the minutes of the Board of the KSD at which decisions are made to release funds for one or more charitable purposes do have some needs for confidentiality, it is important for those decisions and the reasons for them to be properly recorded, even if anonymised, so that any other person, including a beneficiary or a stakeholder with a sufficient legal interest, can satisfy herself or himself that the release of funds is indeed a proper one and for a charitable purpose.
230. It is important that decisions of the Board of the KSD be transparent to those with an interest in those decisions and the decision making process and that the Board be accountable for them.

231. To leave the decisions for the disbursement of those funds, without this degree of transparency and accountability, will only engender suspicion and disquiet about the way in which these decisions are made, the reasons relied on when making them and the person responsible for the decision in each case.
232. It is the Board of the KSD which should make these decisions. It should be shown clearly that it is making those decisions properly. It should be accountable for them. The transparency required for all of these matters is critical to ensuring that beneficiaries and other legally interested stakeholders have the necessary degree of confidence in the Board of the KSD as the governing body of the KSDCT.
233. Whether the KSDCT is adequately governed, fit for purpose and sustainable is very much connected with whether it is satisfactorily meeting its objectives.
234. Whether the KSDCT is satisfactorily meeting its objectives is not, in a practical sense, just about whether the KSD approves the allocation of monies from the trust fund for purposes which are charitable, within the meaning of the Trust Deed and the law. The perception that it is doing so and doing so properly is also important.
235. The KSDCT, when established, now some 20 years ago, was designed to meet those charitable objects for the Aboriginal people of the Kimberley region of Western Australia. At that time, its beneficiaries lived in various communities in different parts of the Kimberley. Some lived in or near large regional settlements. Others lived in more remote communities. They were also distinguished by language, customs and traditions and identifiable by different family groups.

236. While there were some common needs and aspirations, and this remains the case, there were also some different needs and aspirations dependent on these differences. This also remains the case today.
237. Governing and managing the KSDCT and the trust fund for the nominated charitable objects and purposes would be a difficult task for the KSD and the management of the KSDCT even if the group of beneficiaries was homogenous. It clearly is not.
238. To some extent, the differences between the different sub-groups of beneficiaries has become even more accentuated now with the emerging and increasing number of PBCs established and operating in accordance with the CATSI Act and *Native Title (Prescribed Bodies Corporate) Regulations 1999*.
239. The aspirations of the beneficiaries as a whole, but also within the sub-groups where some are represented by PBCs and others are not, creates a raft of different physical and economic needs between the sub-groups and is evidenced by differing levels of sophistication in the ways in which they manage their own financial, social and other affairs and aspirations.
240. In addition, some of these groups have access to independent sources of income, whereas others do not or do not to the same extent.
241. Some of the sub-groups are better resourced financially and organisationally than others.
242. The fundamental needs for basic services like food, utilities, education and the like differ as well. Some are much more in need of one or more of these than are others.

243. As a consequence of the differing needs, and perceptions of their needs, as between the sub-groups, there is a perfectly understandable and logical tendency for them in many cases to look at what benefits they are receiving, or perceive they are receiving, from the KSDCT, when compared to others.
244. An important role of the KSD, as trustee of the KSDCT, is to properly manage these very different needs, perceptions and expectations. While this role may be atypical to that of the trustee of a charitable trust, it is fundamental, as this Report will demonstrate, to the role of the KSD.
245. The KSD now more than ever needs to be seen as fit for purpose, fair, truly representative and equipped to perform its role as the trustee of the KSDCT. It is for these reasons that the governance of the KSDCT by the KSD should be addressed sooner rather than later.

C. Financial and Risk Management: The Auxilium Partners Report

246. This perception of differential treatment between sub-groups makes it important that there be clear, uniform and best practice financial and risk management in place for the KSDCT.
247. It is important that the KSDCT is well run and that it be seen to be well run. If it is well run and seen to be so, there is less scope for supposition about supposedly differential treatment and the unfairness which would otherwise accompany it.
248. The purpose of engaging Auxilium Partners was to ensure, among other things, a thorough and expert review of the financial and risk management of the KSDCT.

249. Auxilium Partners has conducted a thorough review of the financial and risk management of the KSDCT. Its report details the findings of that review and contains a number of recommendations. The findings and recommendations are consistent with the findings and observations of this Inquiry and are endorsed by it.⁵⁶
250. It is unnecessary to repeat the findings and recommendations of the Auxilium Partners report in this part of this Report, but it is appropriate to make some over-arching observations.
251. First, the KSDCT was set up two decades ago. Over time, it evolved to meet the changing needs of its beneficiaries. There does not appear to have been any formalised and strategic long term forward planning. At least none is readily evident.
252. As a result, the changing needs of the KSDCT and its beneficiaries appear to have engendered ad hoc changes in the financial and risk management of the KSDCT. This is undoubtedly also the result of an understandable and commendable desire to keep administration costs to a minimum, enabling the trust funds to be available to the beneficiaries and to be maximised for their benefit.
253. Secondly, while ad hoc and organic changes in the financial and risk management of the KSDCT are understandable and do not appear to have created many exposures for the KSDCT in the past, the financial and risk

⁵⁶ Annexure 11 – Auxilium Report.

management of the KSDCT is now outmoded, inadequate and in need of immediate revision.

254. The trust fund is significant in amount and remains important to the beneficiaries. It is essential that it be properly managed and protected.
255. It is for these reasons that the Inquiry adopts and endorses the findings and the recommendations made by Auxilium Partners and supplements those recommendations with further recommendations of its own.
256. The mere fact that no adverse risks have so far materialised, with significant adverse consequences for the trust fund, is not a sufficient reason for allowing things to continue as they have in the past.
257. A proper appreciation of the risks facing the KSDCT and the management of the trust fund, which is what emerges from the Auxilium Partners report, is a compelling reason for now putting in place the proper controls to manage the finances of the KSDCT and the risks facing it.

D. Information and Reporting

258. As already noted, the beneficiaries of the KSDCT are far from an homogenous group of individuals. They vary considerably in age, level of formal education, socio-economic circumstances, desires and ambitions for themselves and their families. While they all suffer similar socio-economic disadvantages, the nature and extent of those disadvantages varies from individual to individual and from group to group. As a result, they do not have a common outlook, including in relation to their entitlements to distributions from the trust fund and on how,

where, to whom and when those distributions should be made. Often, they do not share a common view about the purposes for which they should be made.

259. In real terms, the size of the trust fund is inadequate to service all of the needs of this large and diverse group of beneficiaries. It is, therefore, inevitable that distributions from the fund, regardless of how carefully considered they have been and how appropriate those decisions may be in the particular circumstances, will often attract criticism from those beneficiaries who, for one reason or another, regard themselves as having been unfairly treated in comparison to other beneficiaries.
260. As far as the Inquiry can tell, decisions made by the KSD for the distribution of trust funds to beneficiaries are in keeping with the objectives of the KSDCT and compliant with the legal requirements imposed on the KSD for the making of those distributions. They are to all intents and purposes appropriate and fair. How is it then that many of the beneficiaries are critical of those distributions and suspicious about whether they are appropriate and fair?
261. The answer to this question lies, as is often the case, in the lack of understanding about the considerations on which these decisions are based and the processes which are used in making them. Simply put, they stem from a lack of a proper understanding.
262. There are a number of difficulties confronting the KSD in ensuring that all of the beneficiaries of the trust fund understand how decisions are made and the processes followed in making them.

263. The diverse nature and the large number of beneficiaries inevitably means the communication of information about how, when and why decisions about distributions from the trust fund to beneficiaries are made must be tailored, so that the information can and does reach each and every one of those beneficiaries. Unless it does, there will not be the necessary full understanding and acceptance of what the KSDCT does, how it does it and the fairness and relative impartiality it applies when it conducts its business.
264. An important consideration in the delivery of this kind of information is that it be culturally appropriate, as extensive as possible and in a form which can be easily understood and accepted by everyone concerned.
265. First, beneficiaries should be regularly informed about decisions made by the KSD on distributions from the trust fund. This can and should be done by regular reporting on those distributions, the reasons for them and where claims for distributions have been refused, why they have been refused. In this way, beneficiaries will be regularly updated on what payments have been made from the trust fund to beneficiaries and be in a position to understand why they have been made, and others have not, and accept them should they choose to do so.
266. Secondly, these regular reports should inform the reader about how an application for a future distribution can be made, what will be taken into consideration in deciding whether or not to make that distribution and the process by which the application is made and the acceptance or rejection is addressed.

267. Of course, conventional reporting of these matters will not always reach all of the required audience or be capable of being understood to the required extent by all of that target audience. Consequently, alternative means of conveying this information in a meaningful and easily understood way also needs to be considered.
268. There are at least two obvious ways in which this information can be, and perhaps should also be, conveyed. First, by the more regular and appropriate use of social media platforms. Secondly, by more regular and better structured and targeted face-to-face meetings.
269. Use of social media platforms, such as Facebook and Instagram, as a means of communication, are now relatively commonplace. These types of social media platforms would be an effective and in some cases much more facilitative way of communicating information to more less inclined and sometimes geographically remote beneficiaries, who might not otherwise want to seek out the information required to properly understand how the KSDCT operates and distributes trust funds to beneficiaries by telephoning or emailing for that information.
270. A social media platform would be a way in which that information could be disseminated readily to users. It could also contain a frequently asked questions section, so that the more commonly sought after information would be readily available to those who are interested in the answers to those questions.
271. Social media platforms would also of course enable users, who are beneficiaries, to interact with the staff of the KSDCT if they preferred to use that

as a means of acquiring information, rather than by emailing for that information or telephoning for it. A social media platform has the added advantage of a degree of anonymity, which emails and telephone calls do not always allow for.

272. In addition, a social media platform can often result in questions being answered in a more timely way. There is a sense of immediacy about them. Users are often much more responsive and sometimes immediately so.

273. In the past, there have been public meetings held by or on behalf of the KSDCT at which beneficiaries attending the meetings have been given a report on the operations and management of the KSDCT, including distributions from the trust fund. These are obviously a useful format for conveying information in a meaningful way to many of the beneficiaries and they should be continued.

274. Where these face to face meetings do occur, they should occur on a more regular and established basis and the information imparted should be recorded in some way, including by way of minutes of the meetings. In this way, there will be a permanent record of what information was provided, should any beneficiary wish at some later point to clarify, confirm or remind herself for himself of the information provided. There should also be a record of what was agreed, who was present, what they said, why something was agreed, what action will be taken and when and by whom it will be actioned.

275. Public meetings where information of this kind is provided to the beneficiaries should be well advertised at a sufficient time ahead of the meeting to ensure that any beneficiary interested in attending it is able to do so.

276. The subject matter of the meeting, namely, an agenda of what will be considered should be provided well prior to the meeting.
277. The minutes of the meeting, described in paragraph 266 above, should then be published subsequently, including on the social media platforms used by the KSDCT for the provision of this information to all relevant beneficiaries.
278. The provision of information to beneficiaries by the KSDCT about how its decisions are made and the processes followed will often, of course, be subject to certain confidentiality requirements in respect of certain groups of individuals. There would be little difficulty in providing for this level of confidentiality, regardless of the means by which the information is disseminated. Again, as long as the basis for the confidentiality of certain information is properly explained to those from whom the information is kept confidential, there should be no difficulty in doing so. The purpose of the dissemination of this information is to inform and allow beneficiaries to understand the decision-making and the processes used in that decision-making, not to inform them about matters which they should or do not need to know about.
279. Given the development of information sharing platforms and technology over the last few years, it would be prudent for the platforms, processes and means by which information is disseminated in these ways by the KSDCT (about these kinds of matters) to be the subject of regular reviews. An appropriate review would be once every three years, or such shorter time as the Board of the KSD may decide is appropriate to keep up with changes in technology.
280. The point being made in this part is not that the KSD and the KSDCT have not genuinely tried to keep beneficiaries informed about matters in which they have

an interest. indeed, they have to some extent done so. Rather, it is about beneficiaries being given better opportunities to acquire relevant and useful information more quickly and easily to improve their level of understanding in ways which will help them and discourage unhelpful and damaging supposition and conjecture. Unhelpful supposition and conjecture will inevitably cause unnecessary damage and require time and energy to correct, which time and energy could be better spent on more consecutive and helpful things.

9. RECOMMENDATIONS

A. Board of the KSD

- (1) Consideration should be given to the Board of the KSD having a broader band of expertise, given the objectives of the KSDCT and its functions and obligations. The Board should have one director with strong cultural credentials, another with a strong regulatory and legal background, another with a strong audit and accounting background and one with a financial planning and investment background.
- (2) Absent a director with a financial planning and investment background, the Board of the KSD should be required to call on relevant and independent financial planning and investment expertise at regular intervals when dealing with forward and long term strategic planning for the use, preservation and growth of the trust fund.
- (3) Membership of the Board of the KSD should be rotated regularly, so that a director on the Board does not sit on the Board for more than three years.
- (4) Half of the directors on the Board should hold office in alternative three-year periods to the other directors, so that half of the directors hold office for no longer than one and a half years at the same time as the other half of the directors.
- (5) At all times, the Board of the KSD should comprise directors with the four different kinds of expertise described above.

- (6) The selection criteria for directors to the Board should be independently established and the recruitment process should be independently conducted by an entity independent of the Board of the KLC, but in consultation with it.
- (7) The criteria for selection to the Board of the KSD should be readily available to any person who can demonstrate a proper legal interest in knowing them, including beneficiaries of the KSDCT.
- (8) Consideration should be given to whether the Board of the KSD should be structured, so as to be more broadly representative of the different geographical regions of the Kimberley and if so, how that might be best achieved.
- (9) The Board of the KSD should have a Board Charter to be settled by an independent entity in accordance with current best practice and after consultation with the Board of the KLC.
- (10) The Board Charter should set out the KSD's role in respect of the KSDCT, how the Board should be made up, the processes by which it will make decisions, on what bases they will be made, how it will comply with its legal and ethical obligations and how it will interact with other associated entities and organisations, including the KLC.
- (11) The Board Charter should be drafted having regard to the role, duties, and purposes of the Board as the governing body for a trustee of a charitable trust.

- (12) The Board of the KSD should have a conflict register and a requirement that any director with a conflict and involved in a decision-making process should declare that conflict prior to the decision being made and then only continue in that decision-making process with the express approval of the remainder of the Board, which declared conflict and approval, and the reasons for it, should then be minuted.
- (13) All proceedings of the Board of the KSD, including any meeting of the Board and any informal decision-making by it or a member of it or any consultation with any member of the Board should be minuted and the minute kept in a minute book or register, which should be available for inspection by any person with a demonstrated and sufficient legal interest save and except where there are particular confidentiality requirements regarding certain individuals or groups.
- (14) Each of the directors on the Board of the KSD should have key performance indicators assigned to them to ensure that their attendances at meetings of the Board are sufficiently regular and meaningful and that they remain qualified for and committed to the proper discharge of their functions and obligations as directors of KSD.
- (15) The Board of the KSD should independently (of the Trust Manager) be required to consider each application for the release of funds from the KSDCT to nominated beneficiaries and/or for nominated purposes. The nature and extent of the consideration must be fully informed and real and substantial. The minutes of the meetings of the Board recording those decisions should record the precise nature and extent of the

consideration, the reasoning for the release or refusal to release any such funds and the votes of the directors for and against the resolution.

- (16) The Board will be required to consider each decision for the disbursement of funds from the KSDCT to any beneficiary or for any proper purpose and that decision and the reasons for which it was made should, again subject to any particular confidentiality requirements regarding certain individuals or groups, be properly recorded and accessible, and where necessary anonymised, so that any other person, including a beneficiary or a person with a demonstrated and sufficient legal interest, can satisfy herself or himself that the release of funds is properly made and for a charitable purpose.
- (17) The KSDCT currently adopts best practice requiring two authorised signatories to release any payments from the trust fund. However, the authorised signatories are not employees of the KSD, but are employees of the KLC. The authorised signatories to release any payments from the trust fund should be the directors of the Board of the KSD, or a person employed by the KSD with formal and documented delegated financial authority from the Board. At least one of the two authorised signatories for any payments from the trust fund should always be a director of the Board of the KSD.
- (18) The criteria for decisions of the Board to make disbursements of trust funds should be clearly set out in writing and readily available for inspection by any person with a demonstrated and sufficient legal interest.

- (19) The bases on which the Board, acting as trustee for the KSDCT, deals with PBCs or Native Title Groups should be recorded in a written agreement with that PBC or Native Title Group, so that the entirety of the terms on which they deal with one another can, subject to any applicable and relevant confidentiality requirements, be readily inspected by anyone with a demonstrated and sufficient legal interest in those dealings.
- (20) The terms of any such agreements between the Board and a PBC or Native Title Group should be followed by each of the parties to that agreement, and the requirement to do so should be addressed in the Board's Charter and in the charter or rule book or constitution of any such PBC or Native Title Group.
- (21) The separation between the roles and functions of the Board of the KSD, as the entity involved in the governance of the KSDCT, and the management and staff of the KSDCT, being the group of people charged with its management, should at all times be maintained. In particular, no person involved in the management of the KSDCT, should hold any office in or be on the Board of the KSD.
- (22) All reports and recommendations to the Board from those charged with the management of the KSDCT should be recorded and kept for at least seven years and be readily available for inspection by anyone with a demonstrated and sufficient legal interest in them, subject always to any particular confidentiality requirements regarding certain individuals or groups.

- (23) For the purposes of complying with the requirements of the ACNC, the person nominated to be the Responsible Person on the ACNC Charity Register should be one of the directors of the Board of the KSD and not the current Trust Manager or a staff member of the KSDCT.

B. KLC Memorandum of Understanding

- (24) There should be a memorandum of understanding (**MOU**) between the KLC and the KSD which sets out how the parent company, the KLC, should deal with its subsidiary, the KSD, to ensure the independence and propriety of the KSD in its role as trustee of the KSDCT.
- (25) This MOU should set out what services the KSD receives from the KLC, the cost of those services including any terms of reimbursement to the KLC and the nature and extent to which the KLC will direct or otherwise have any influence on the way in which the KSD exercises its role as the trustee of the KSDCT.

C. Management of the KSDCT

- (26) All persons involved in the management of the KSDCT and in the discharge of its operational functions and obligations, excluding the Board of the KSD, should be employed by the KSD, or an entity for which it is responsible and over which it has control.
- (27) The management of the KSDCT should be re-structured. There should be a General Manager with the necessary skills to report directly to and advise the Board on all of those areas of expertise on which it relies to

make its decisions in respect of the management, protection, investment, growth and disbursement of funds from the KSDCT.

- (28) The General Manager of the KSDCT should be the most senior executive employed by or on behalf of the KSD and should supervise and be responsible for the performance of the other employees engaged by or on behalf of the KSD.
- (29) There should be provision made for sufficient administrative support to be available to enable the General Manager to discharge her or his functions and responsibilities adequately and to the satisfaction of the Board and the beneficiaries.
- (30) A full-time in-house accountant should be engaged to prepare the monthly journals necessary to reconcile the trust funds and allocate them to the PBC and Native Title Group buckets, reducing the current risk of oversight and human error and the KSDCT's dependence on external accountants on an ad-hoc basis.
- (31) The in-house accountant should also help simplify the current accounting procedures and systems to produce a more suitable and more risk free accounting system.

D. Staff of the KSD

- (32) The staff of the KSDCT should be increased in number, following an independent review of staffing requirements, to ensure that the staff of the KSDCT have the necessary skills, qualifications, competencies and

resources to discharge all of the roles required to safely and efficiently administer the KSDCT.

- (33) The staff of the KSDCT should all be employed by the KSD to ensure that there are no conflicts of interest between the roles they each perform for the KSDCT and their duties of fidelity and good faith to their employer.
- (34) The additional cost of employing staff to adequately resource and support the administration of the KSDCT should be borne by the KSD, on behalf of KSDCT, as an operational cost in administering the KSDCT.
- (35) All management and staff employed by the KSDCT, including the General Manager, should be employed subject to written contracts of employment, in which the employer is the KSD and where the qualifications, skills and roles and duties of each staff member is clearly set out in writing. The contracts should also contain key performance indicators, capabilities and competencies and require annual performance reviews.
- (36) The delegated authority of each employee of the KSD should be recorded in writing in that employee's contract of employment and suited to the role, experience and duties of that employee.
- (37) All staff of the KSD should, where possible, be located in the Kimberley region of Western Australia in an office provided and paid for by the KSD, where that occupancy is subject to a written agreement arrived at on preferably commercial terms and which makes clear that the provision of

that office accommodation to employees of the KSD ensures the independence of the management and operations of the KSDCT.

E. Dissemination, Use and Recording of Information about the KSDCT

- (38) The dissemination and provision of information about the way in which the KSDCT works and why it makes the decisions it does requires the role of the general management of the KSDCT be separated from the role of the dissemination of information and keeping of records of the KSDCT.
- (39) The KSDCT should have an information and records officer, whose role it will be to provide relevant information in a helpful, meaningful and timely way to those with a need for and a demonstrated and sufficient legal interest in that information.
- (40) The information and records officer should keep adequate records of all important executive decisions made by the KSDCT, which will be of interest to beneficiaries and the Board of the KSD, subject to any confidentiality requirements regarding certain individuals or groups.
- (41) The basis on which the PBCs and Native Title Groups deal with the management of the KSDCT should be the subject of a recorded agreement, setting out each party's obligations and the manner in which they are to be discharged. Failing an agreement of that kind, there should at least be a written record of the basis on which they deal with each other, with some appropriate form of acknowledgement by each of the parties to that understanding or agreement.

- (42) The KSDCT, through its information and records officer, should ensure that there is a readily accessible platform on which beneficiaries and other legally interested persons can view how the KSDCT operates, the decisions it has made and how it has made them, subject to any particular confidentiality requirements regarding certain individuals or groups, and be able to ask questions of the information and records officer through that platform and receive timely responses from her or him.
- (43) The KSD should have a specific policy on record retention to ensure compliance with the ACNC Act and current best practice regarding record keeping.
- (44) The KSD should adopt a formal and documented procedure for the electronic back up of records, which should nominate specific days that the back up of records are to be run, and nominate an off-site storage location for documents to be stored.
- (45) A Facebook page or some other kind of social media platform should be established to allow the matters described in recommendation 42 to occur. The platform should contain a frequently asked questions section.
- (46) In addition, any beneficiary or legally interested person who does not wish to use such a platform and/or who otherwise wishes to speak to a member of the management of the KSDCT about any questions she or he may have concerning the operation of the KSDCT should be able to contact the information and records officer at short notice and receive a timely response, to be confirmed in writing where appropriate.

- (47) In addition to the dissemination, use and recording of relevant information in these ways, it will also be appropriate for there to be more regular general information sessions or meetings held at appropriate times in the calendar year and at appropriate locations, and only where necessary by audio-visual link, to deal with any questions which any beneficiaries or sufficiently legally interested persons may have concerning the operations of the KSDCT and/or any decision made by it, again subject to particular confidentiality requirements regarding certain individuals or groups.
- (48) These general information sessions or meetings should be conducted where possible face to face and the information presented at them, including in answers to questions asked by attendees, should be presented in ways which are appropriate and easily understood by the recipients of that information and by someone with a sufficient understanding to do so.
- (49) There should be a written report published by the KSDCT and sent to each PBC and Native Title Group. It should set out the processes for allocating funds and deducting fees used by the KSDCT in dealing with that particular PBC or Native Title Group, so that they can understand where their respective funds sit within KSDCT and how they are being managed.
- (50) At a minimum, these reports should be provided to each PBC or Native Title Group on a quarterly basis.

- (51) Prior to receiving any disbursements of funds, an appropriate means of delivery should be agreed with the nominee who is to receive a report on behalf of the PBC or Native Title Group. Where there are constraints (eg. there is no postal or email address), these should be discussed in advance and an alternative method for delivery agreed.
- (52) These reports should be accompanied by a summary of claims made and paid (including details of the last funding round, the budget for the round, the number of applications received, applications approved and rejected), subject as always to any confidentiality requirements.
- (53) Regular feedback should also be given by the KSDCT to the PBC or Native Title Group on the reasons why distributions have not been made, subject as always to any confidentiality requirements, with an appropriate recommendation such as information on how to run a funding round, recommendations for investments and for what the funding can be used.
- (54) A confidentiality agreement should be implemented, where required, with the KLC or other IT service providers to mitigate the risk of the KSDCT's financial information being accessed by KLC employees or another IT service provider.

E. Regular Reviews

- (55) Consideration should be given to implementing regular, periodic reviews of:

- (a) the composition and operation of the Board of the KSD as the trustee of the KSDCT, in particular whether it is adequately discharging its duties and functions in accordance with current best practice for the trustee of a charitable trust;
- (b) the management and operation of the KSDCT, including its internal and financial controls, in particular whether it is discharging its obligations and functions in an appropriate and efficient manner having regard to its status as a charitable trust and its objectives; and
- (c) whether the KSDCT continues to be the most appropriate means of achieving the objectives for which it was established or whether some other entity and/or structure should replace it as more suited to meeting those objectives,

every three years.

- (56) The reviews described in recommendation 55 should be conducted independently by a person or entity with the necessary skills, with a report setting out her, his or its findings and recommendations in writing to the Board of the KSD and the Board of the KLC.
- (57) There should be an independent advisor engaged every 3 years to formally review the internal controls of the KSDCT and assist with the implementation of any such recommendations to improve these controls.

G. Administrative Costs of the KSDCT

- (58) All administrative costs of operating the KSDCT and the KSD should be borne by the KSD, on behalf of the KSDCT.
- (59) Close monitoring of the KSDCT's administrative costs should be required to ensure that the funding available is sufficient to continue operating the KSDCT efficiently and effectively.
- (60) The KSDCT should prepare budgets to allow it to monitor its performance against the budget. This will reduce the potential of it being faced with unexpected expenses and provide a road-map on how to deal with them if and when they arise.
- (61) There should be a written agreement between the KSD and the KLC to allow the KSD to make a call on the KLC, as its parent, for any shortfall in funding, should that be required.
- (62) A feasibility study should be conducted to determine the operating costs of the KSDCT, taking into account the additional staff members, with options on how the increased costs should be addressed (eg. formal shareholder funding, grants, PBC Capacity Building Funding from the Australian Government).

H. Agreements between the KSD and PBCs and Native Title Groups

- (63) There should be written agreements between the KSD or the KSDCT and each of the PBCs or Native Title Groups clearly setting out the bases on which each PBC or Native Title Group can make a claim for

distribution of trust funds and the bases on which any such claims will be met.

- (64) These agreements should also deal with accounting and reporting by the KSD to the PBC or Native title Group and who is authorised to act on behalf of each in interactions with the other and the nature and extent of their authority in each case. These agreements should be available for inspection by any beneficiary represented by that PBC or Native Title Group on request, subject as always to any confidentiality requirements.
- (65) These agreements should also contain clear policies regarding what the rights of each individual member who has an interest in the claim for distribution of trust funds, including whether that individual has the right to review the reasons for any rejection concerning and affecting that individual, and if so, on what basis that right to review may be exercised.
- (66) Incorporated into these agreements should be a schedule setting out a list of approved persons by each PBC or Native Title Group who has authority to deal with the KSDCT.
- (67) These agreements should also include a requirement for applications made by a person who has not been approved, that a resolution must be received from the PBC or Native Title Group determining whether they should be approved and, if not, the PBC or Native Title Group should provide written notice to the person on reasons why they have not been approved. A register should be maintained of these determinations.

I. Complaints

- (68) Any complaint made to the KSD or the KSDCT should be recorded in writing in a register kept and maintained by the KSD, whether or not the complaint is in writing or oral.
- (69) The complaint register should record the name of the complainant, the nature and extent of the complaint, the date on which the complaint was made, to whom the complaint was made, whether or not it was in writing and if so, where it can be found, the action taken in response to the complaint, by whom the action was taken, the outcome and confirming that the complainant has been advised of that outcome and the response to it.

J. Conflict Register

- (70) In addition to recommendation 12, the KSD or KSDCT should keep and maintain a conflict register in which should be recorded any actual or potential conflict of interest on the part of any director of the KSD, any employee of the KSDCT or the KSD and any contractor or service provider to the KSD or the KSDCT.
- (71) This conflict register should record the name and role of each person with an actual or potential conflict of interest, the nature and extent of any actual conflict or potential conflict, when that conflict or potential conflict was reported, by whom and to whom it was reported and how it was proposed the conflict be addressed and the outcome of any actual or potential conflict of interest recorded in the register.

K. Investment Reporting

- (72) The KSD should publish annually a report on the investments held by the KSDCT, including the nature and extent of the investments, the reason(s) why the investment decision was made, the risk potential for each investment made and the return on each such investment, subject always to any confidentiality requirements particular to any individual or group.

- (73) The Living Manual should be updated, if it is not replaced by an alternative written record, so that there is a written record to reflect the investment strategy presented to the investment adviser (i.e. Perpetual Limited), clearly defining the risk appetite, parameters and objectives of the KSDCT.

- (74) The KSD should request that PBCs and Native Title Groups be required to provide written confirmation on an annual basis that they have reviewed the funds held on trust and that they have made a conscious and informed decision not to invest their funds held by the KSDCT.

L. Audit

- (75) The KSD should implement a policy to rotate the auditor engaged to prepare audit reports for the KSDCT, so that she or he is not the same auditor for more than three years consecutively. This will enhance independence and minimise the risk of any perceived or actual risk of over familiarity.

- (76) The engagement letter with the auditor should agree on an approach, arrived at independently and in advance by the KSD with each PBC and Native Title Group, setting out clearly whether they are in each case comfortable with the level of risk arising from the lack of income verification for that PBC or Native Title Group.
- (77) Should further assurance be required by any such PBC or Native Title Group, the terms arrived at between each and the KSD and in turn between the KSD and the auditor should include a fee to engage a suitably qualified accountant who can carry out such an audit in each such case.
- (78) Alternatively, the KLC should include conditions in the relevant Co-existence Agreements which contains an income verification procedure.

10. CONCLUSION

This Report contains the findings and recommendations of a detailed Inquiry into the KSDCT.

The Report was in the end more extensive and more time-consuming than originally contemplated, but it was necessary for this additional work to be done. As a result, it comprehensively addresses all of the real and substantive concerns and issues which have been raised with it by beneficiaries and other relevant stakeholders. In doing so, it addresses the Terms of Reference to the extent required and does not stray into matters which lie outside of those Terms of Reference.

While it is undoubtedly the case that some have been critical of the way in which the KSDCT has operated since its inception in 2002, what is clear to this Inquiry is that it has on the whole discharged its functions and obligations well. It has not been mismanaged or the subject of any inappropriate or criminal activity. It has, for the most part, been run in a way which is true to its objectives and purposes.

Nonetheless, it is also clear to this Inquiry that it is in need of an overhaul. The time for change has arrived. Many aspects of the way in which the KSDCT operates can and should be improved to bring them into line with current best practice. None of these recommended improvements are unduly onerous in a functional sense. All of them are desirable, if not necessary, and all of them will undoubtedly serve the long-term interests of the KSDCT. Nonetheless, where the recommendations require increased expenditure for additional resources such as staff accommodation, relocation and periodic reviews, it goes without saying that prudent decision-making

and good governance would require that they be the subject of proper cost analyses before they are implemented.

There can be no doubt that the KSDCT is a worthwhile institution with highly commendable and necessary purposes. Its future should be protected. It can and should be upgraded in the ways in which it goes about its valuable work to ensure its longevity and value. The recommendations in this report are all made with those objectives firmly in mind and in the hope that they will be put to good use in meeting those objectives.

While many of the recommendations in this Report need not be the subject of much further deliberation, some will require further consideration and discussion. If that is to occur, then it should occur as soon as possible. The Inquiry will make itself readily available for that purpose.

11. GLOSSARY

TERM	DEFINITION
ACNC Act	Meaning <i>Australian Charities and Not-for-profits Commission Act 2012</i> (Cth).
Australian Charities and Not-for-Profits Commission (ACNC)	The national regulator of charities.
CATSI Act	Meaning the <i>Corporations (Aboriginal and Torres Strait Islander) Act 2006</i> which establishes the role of the Registrar of Indigenous Corporations and allows Aboriginal and Torres Strait Islander groups to form corporations.
Co-Existence Agreement	An ILUA agreement that recognises the existence and exercise of Native Title rights alongside the rights of other over the same land.
Community Benefits	Reasonable endeavours to provide employment and economic opportunities for Traditional Owners by an explorer who intends to conduct exploration or an operation on land. These are usually established within a Heritage Protection Agreement.
Community Benefits Payment	A payment made to Traditional Owners from explorers as part of the Community Benefits requirement in Heritage Protection Agreements.
Connection Report	A report which identifies the constituents of a claim group and evidence of connection between a that group and the land being claimed under to traditional law and customs.
Constitution	The governing instrument of a corporation, also known to some PBCs as a Rule Book.
Heritage-Protection Agreement	An ILUA concerning the management of an Aboriginal site and other rights or matters under the <i>Aboriginal Heritage Act 1972</i> (WA).

Indigenous Corporation	A corporation which has been registered under the CATSI Act.
Indigenous Land Use Agreement (ILUA)	A voluntary agreement between a Native Title party and another body or bodies with respect to the use and management of the land.
KLC	The Kimberley Land Council Aboriginal Corporation.
KSDCT	The Kimberley Sustainable Development Charitable Trust, as registered under the ACNC.
Mining Agreement	An agreement granting a mining interest over Aboriginal land subject to express terms and conditions made between a prospective miner and an Aboriginal Land Council, on behalf of, or in consultation with, Aboriginal Traditional Owners.
Office of Registrar of Indigenous Corporations (ORIC)	The regulatory body which supports and regulates corporations incorporated under the CATSI Act.
Prescribed Body Corporate (PBC)	A PBC is a corporation incorporated under the CATSI Act which manages Native Title on behalf of Native Title holders once a determination that Native Title exists has been made.
Registered Native Title Body Corporate (RNTBC)	The name given to a PBC that has been officially registered with the National Native Title Tribunal. However, RNTBCs are still commonly referred to as PBCs.
Royalties	Payments made to the owner of a particular resource or mineral for the right to extract them from the land, generally established within an ILUA.
Rule Book	See <i>Constitution</i> .
Self-determination	The process of PBCs determining their own affairs, agreements, negotiations, and funds, without the need to rely on Land Councils.

Acknowledgement

This Inquiry has been a significant undertaking, which has involved much work and a broad level of consultation with many interested parties and individuals.

It would not have been possible to complete this undertaking without the earnest and well-intentioned participation and assistance of all of the many stakeholders who had a genuine interest in its subject-matter and outcomes.

In almost all cases, those who contributed to the Inquiry by way of their participation in interviews, providing often lengthy and helpful written submissions and other documents did so in the spirit of genuinely attempting to assist the Inquiry in its work and with a view to assisting the KSDCT in providing the best outcomes possible for its beneficiaries into the future. The Inquiry commends them for their approach and is grateful for their assistance.

Special thanks must go to the boards of the directors of the KLC and the KSD for their willingness and openness in commissioning and assisting the Inquiry, respectively. Those decisions reflect a willingness to be subject to scrutiny and a commitment to open examination and criticism. These decisions were highly commendable.

Special thanks should also go to the staff of the KLC and the KSDCT and to all of those individuals who have been significantly disadvantaged by their social and economic circumstances, but who nonetheless were open and balanced in their contributions to the Inquiry when providing information on the KSD and the KSDCT. Their openness and balance are also commendable.

Finally, it is appropriate to acknowledge the considerable assistance provided to this Inquiry over many long hours and sometimes in difficult circumstances by the legal team at Forbes Kirby. Their commitment to completing the undertaking was a significant reason behind its completion.

Annexures

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Annexure 1
Terms of Reference

**TERMS OF REFERENCE FOR THE INQUIRY INTO THE KIMBERLEY
SUSTAINABLE DEVELOPMENT TRUST**

1. The appropriateness and adequacy of the nature and extent of the Kimberley Land Council Aboriginal Corporation's control over the management and operations of the Kimberley Sustainable Development Trust, including the suitability of the current legal structures.
2. The adequacy of the management and operations of the Kimberley Sustainable Development Corporation, as trustee for the Kimberley Sustainable Development Trust.
3. The extent to which the Kimberley Sustainable Development Corporation is adequately and appropriately discharging its duties as trustee for the Kimberley Sustainable Development Trust.
4. The nature and extent to which the Kimberley Sustainable Development Corporation should control and manage the Kimberley Sustainable Development Trust, including the composition of and eligibility for appointment to the Kimberley Sustainable Development Corporation's Board of Directors.
5. The manner and extent to which the Kimberley Sustainable Development Trust is satisfactorily meeting its objectives and whether it is adequately governed, fit for purpose and sustainable.

6. The nature and extent to which the Kimberley Sustainable Development Trust should be transparent and accountable to its stakeholders, whether the current procedures and protocols are adequate and appropriate and whether there should be more structured procedures for receiving and addressing complaints about the operations and affairs of the Kimberley Sustainable Development Trust.
7. The adequacy and appropriateness of the current procedures and protocols for the management of and financial controls over the Kimberley Sustainable Development Trust accounts and the expenditure of Trust funds.
8. The adequacy of governance over the operations and affairs of the Kimberley Sustainable Development Trust, including the management of conflicts of interest.
9. The need for periodic reviews of the management, operations and affairs of the Kimberley Sustainable Development Trust to determine the need for or desirability of change.

3 May 2021

Annexure 2
Notice of Invitation

INQUIRY INTO AND REVIEW OF THE KIMBERLEY SUSTAINABLE DEVELOPMENT CHARITABLE TRUST

NOTICE OF INVITATION

The Kimberley Land Council Aboriginal Corporation (**KLC**) has appointed Mr Tony Power of Counsel to conduct an inquiry into and review (**Inquiry and Review**) of the Kimberley Sustainable Development Charitable Trust (**KSDCT**) in accordance with the Terms of Reference.

The Inquiry and Review will be conducted by Mr Power independently of the KLC and independently of the Trustee for the KSDCT, namely Kimberley Sustainable Development Pty Ltd (**KSD**). It will not be directed or supervised by the KLC or the KSD. Neither will have any influence over its independence or impartiality. Specifically, neither the KLC nor the KSD will be able to influence what it looks at, the findings it makes or its recommendations.

Forbes Kirby Lawyers has been retained as independent solicitors to act as Mr Power's instructors and to assist him where required with respect to the Inquiry and Review.

All stakeholders and any persons who have information relevant to the matters described in the Terms of Reference are invited and encouraged to provide written submissions, and or meet with Mr Power to provide information and have their say on the matters described in the Terms of Reference.

Broome Conference

Mr Power will be in Broome on **Tuesday 1 June 2021, Wednesday 2 June 2021 and Thursday 3 June 2021** to meet with any person who wishes to provide information and speak to him about the matters described in the Terms of Reference.

Location: Broome, Western Australia. Further notice will be published to confirm the location.

Telephone Conference and Video-link Conference

Any stakeholder who wishes to meet with Mr Power but is unable to do so either in Broome during the above dates or in Perth, a telephone-conference or video-link conference can be arranged.

All stakeholders who wish to book a meeting with Mr Power on the dates that he is in Broome, or wish to book a telephone-conference or video-link conference with Mr Power, or provide written submissions should direct their enquiries to Mr Huan Vu of Forbes Kirby Lawyers at:

Email: huanvu@forbeskirby.com

Telephone: (08) 6324 1299

Annexure 3

Notice of Closing Date for Written Submission

**INQUIRY INTO AND REVIEW OF THE KIMBERLEY SUSTAINABLE
DEVELOPMENT CHARITABLE TRUST**

NOTICE

CLOSING DATE FOR WRITTEN SUBMISSIONS

The closing date for providing written submissions with respect to the matters described in the Terms of Reference of the inquiry into and review (**Inquiry and Review**) of the Kimberley Sustainable Development Charitable Trust is **5pm (AWST) Friday, 18 June 2021**.

Any stakeholder who wishes to provide their written submissions to Mr Tony Power to consider in the Inquiry and Review must do so by the closing date.

The Inquiry and Review will not be accepting any written submissions after **5pm (AWST) Friday, 18 June 2021**.

Any stakeholder who wishes to provide their written submissions to Mr Power but requires an extension of time to do so should contact Mr Huan Vu before **5pm (AWST) Friday, 18 June 2021** to request an extension of time to provide their written submissions and direct their enquiries to Mr Vu at:

Email: huanvu@forbeskirby.com

Telephone: (08) 6324 1299

15 June 2021

Annexure 4

Notice of Closing Date for Scheduling Conferences

**INQUIRY INTO AND REVIEW OF THE KIMBERLEY SUSTAINABLE
DEVELOPMENT CHARITABLE TRUST**

NOTICE

CLOSING DATE FOR SCHEDULING CONFERENCES

The closing date for any stakeholder to schedule a conference (whether in-person, telephone or video-link) with Mr Tony Power to provide information to him and have their say on the matters described in the Terms of Reference of the Inquiry into and Review of the Kimberley Sustainable Development Charitable Trust is **5pm (AWST) Friday, 25 June 2021**.

Any stakeholder who wishes to schedule a conference with Mr Tony Power must direct their enquiries to Mr Huan Vu before **5pm (AWST) Friday, 25 June 2021** at:

Email: huanvu@forbeskirby.com

Telephone: (08) 6324 1299

17 June 2021

Annexure 5

Notice of Invitation for Conference in Kimberley Region

INQUIRY INTO AND REVIEW OF THE KIMBERLEY SUSTAINABLE DEVELOPMENT CHARITABLE TRUST

NOTICE OF INVITATION

CONFERENCES IN THE KIMBERLEY REGION

Mr Power will be in **Kununurra, Halls Creek, Fitzroy Crossing, Derby and Broome** between **Wednesday, 30 June 2021 and Sunday, 4 July 2021** to meet with any person who wishes to provide information and speak to him about the matters described in the Terms of Reference of the Inquiry into and Review of the Kimberley Sustainable Development Charitable Trust.

All stakeholders who have information relevant to the matters described in the Terms of Reference are invited and encouraged to meet with Mr Power to provide information and have their say on the matters described in the Terms of Reference and should direct their enquiries to Mr Huan Vu of Forbes Kirby Lawyers before **5pm (AWST) Friday, 25 June 2021** at:

Email: huanvu@forbeskirby.com

Telephone: (08) 6324 1299

Kununurra Conference

Date: Wednesday, 30 June 2021 **Location:** To be confirmed

Halls Creek Conference

Date: Thursday, 1 July 2021 **Location:** Halls Creek Shire
Pioneer Park Meeting Room
7 Thomas Street
Halls Creek WA 6770

Fitzroy Crossing Conference

Date: Friday, 2 July 2021 **Location:** Karrayili Adult Education Centre
6765/8 Flynn Drive
Fitzroy Crossing WA 6765

Derby Conference

Date: Saturday, 3 July 2021 **Location:** The Spinifex Hotel – Conference Room
6 Clarendon Street
Derby WA 6728

Broome Conference

Date: Sunday, 4 July 2021 **Location:** The Continental Hotel – Conference Room
Weld St
Broome WA 6725

18 June 2021

Annexure 6

Notice of Update on Status of Inquiry and Review

INQUIRY INTO AND REVIEW OF THE KIMBERLEY SUSTAINABLE DEVELOPMENT CHARITABLE TRUST

NOTICE OF UPDATE ON STATUS OF INQUIRY AND REVIEW

On 19 July 2021, the Kimberley Land Council Aboriginal Corporation (**KLC**) directed that work on the Inquiry and Review into the Kimberley Sustainable Development Trust be suspended, because of a dispute about the cost of that work. As a result, all work on the Inquiry and Review has been suspended since that time.

The dispute was resolved on 22 November 2021. Work will resume as soon as Forbes Kirby receives a revised timeframe from the independent forensic accountant it has engaged to do that work. On receipt of that advice, Forbes Kirby will then confer with Mr Power and Mr Garstone at the KLC and agree on a new date for completion of the Inquiry and Review and presentation of the Report.

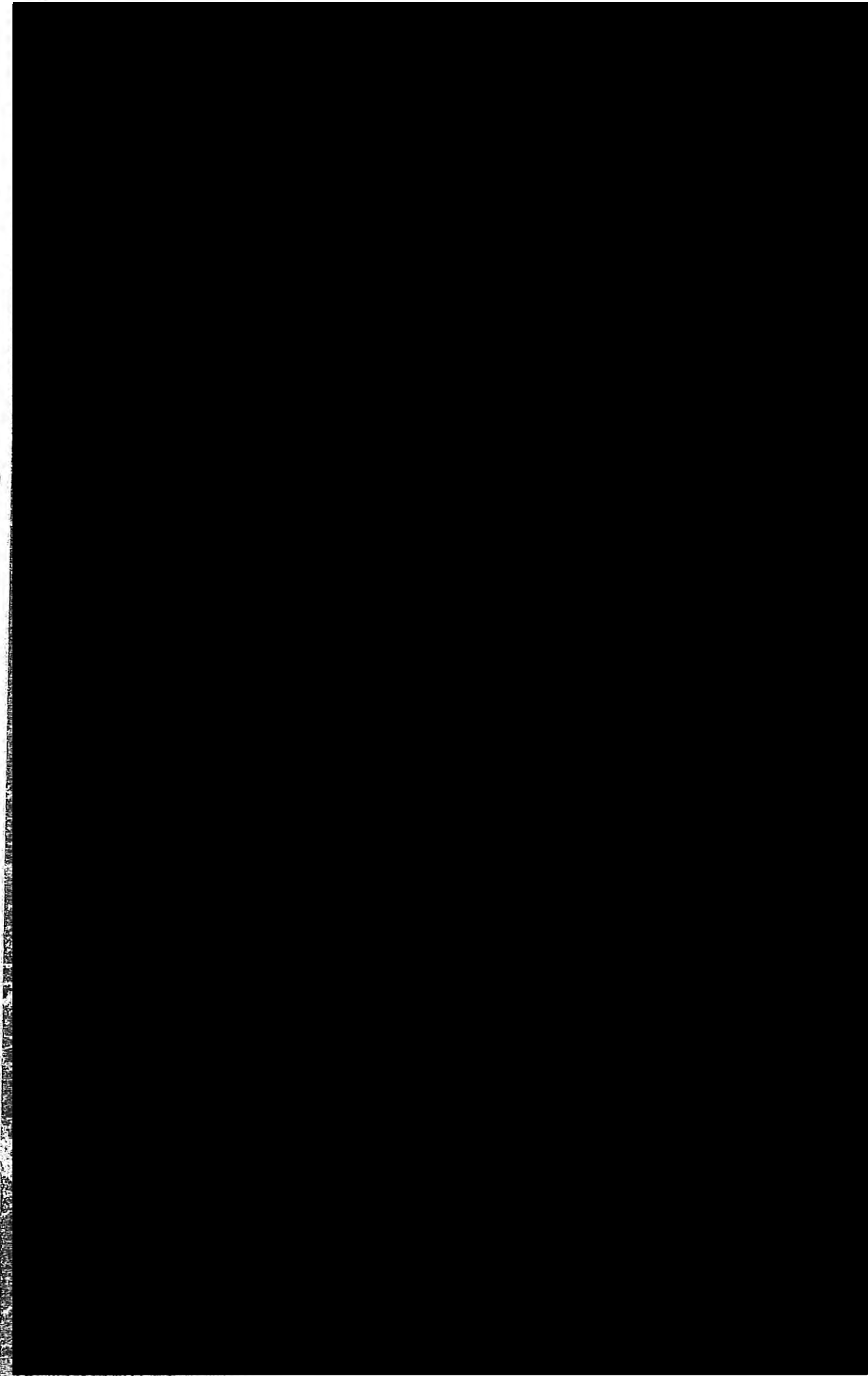
If there are any inquiries with respect to the Inquiry and Review, it should be directed to Mr Huan Vu of Forbes Kirby Lawyers at:

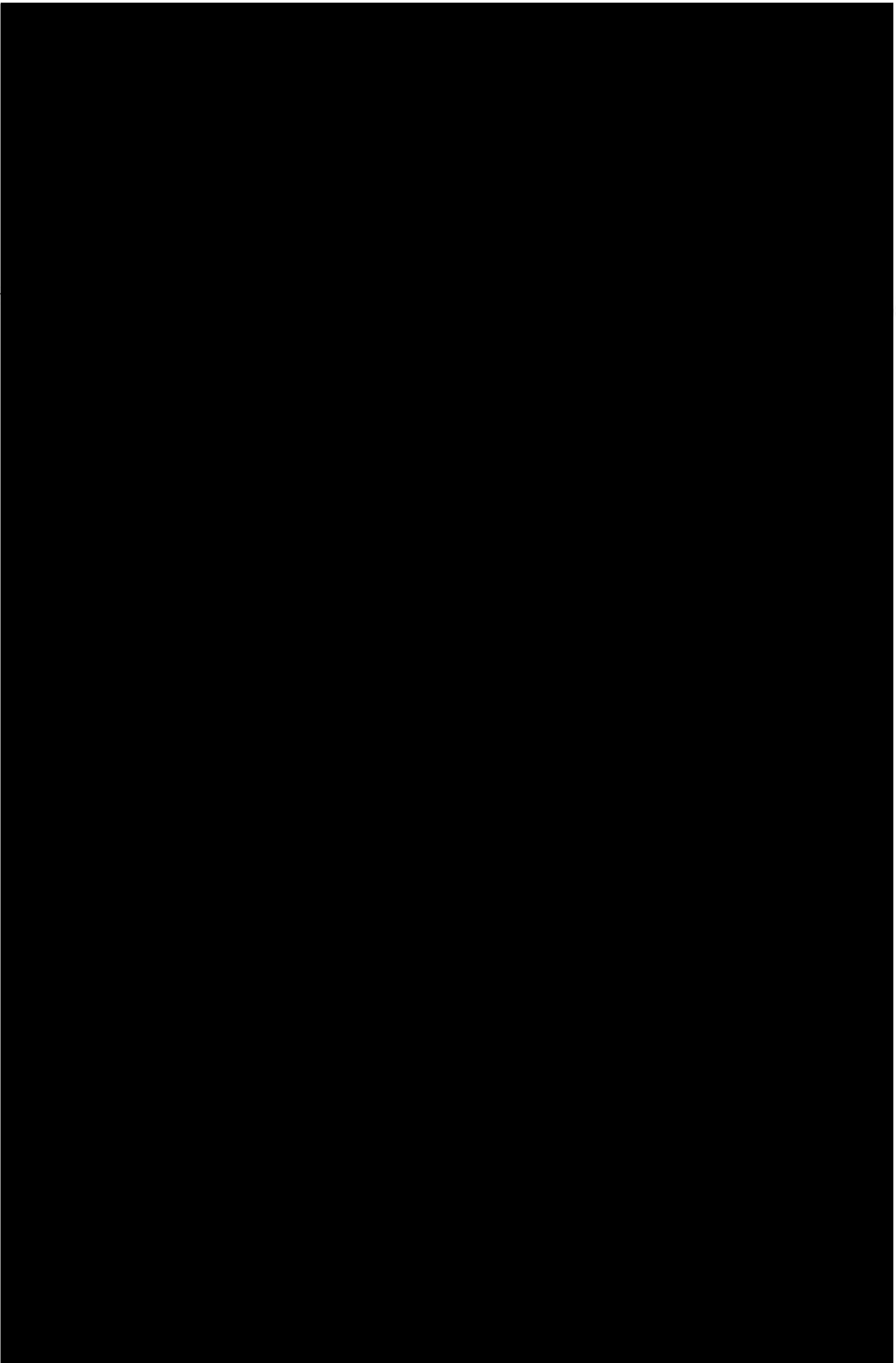
Email: huanvu@forbeskirby.com

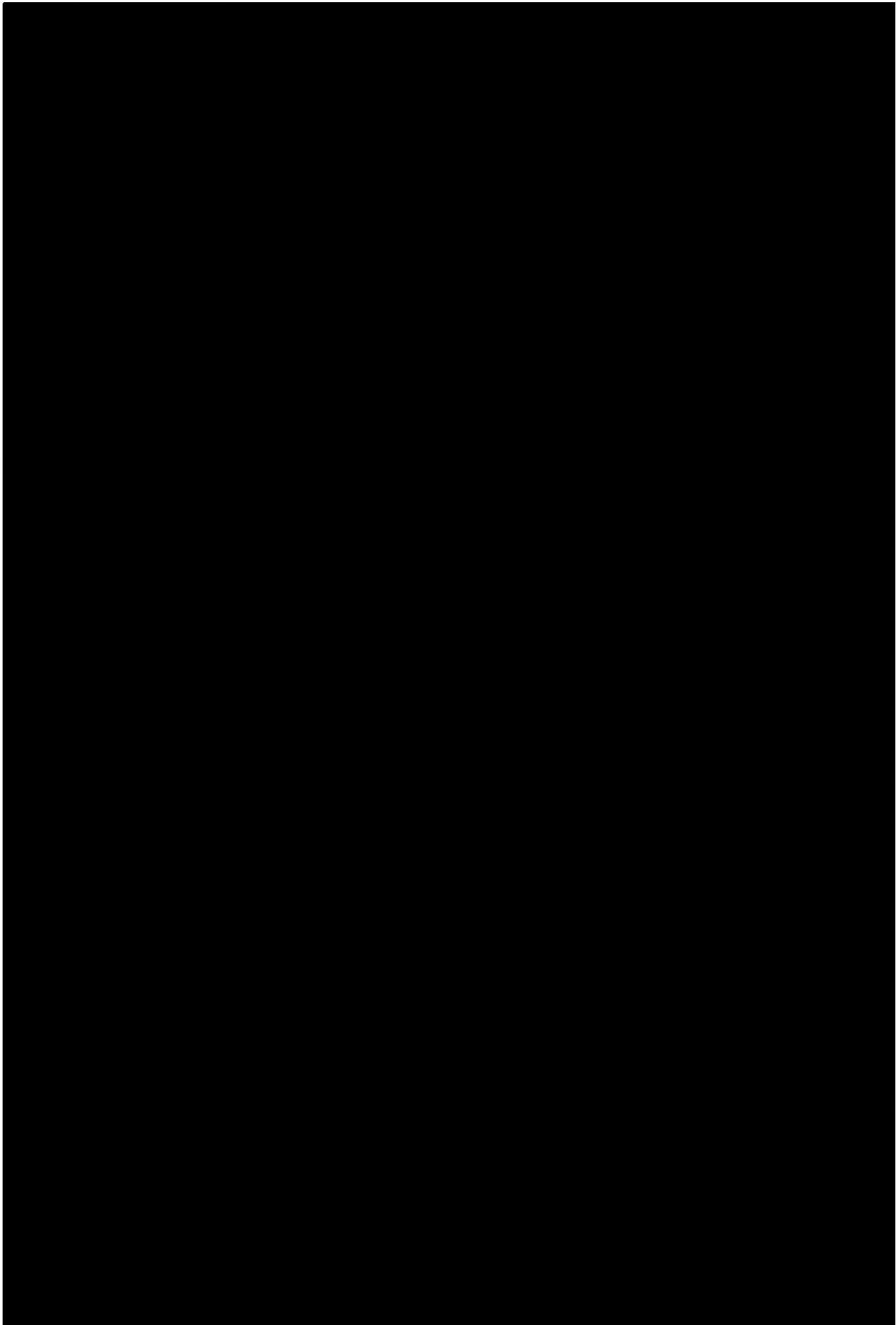
Telephone: (08) 6324 1299

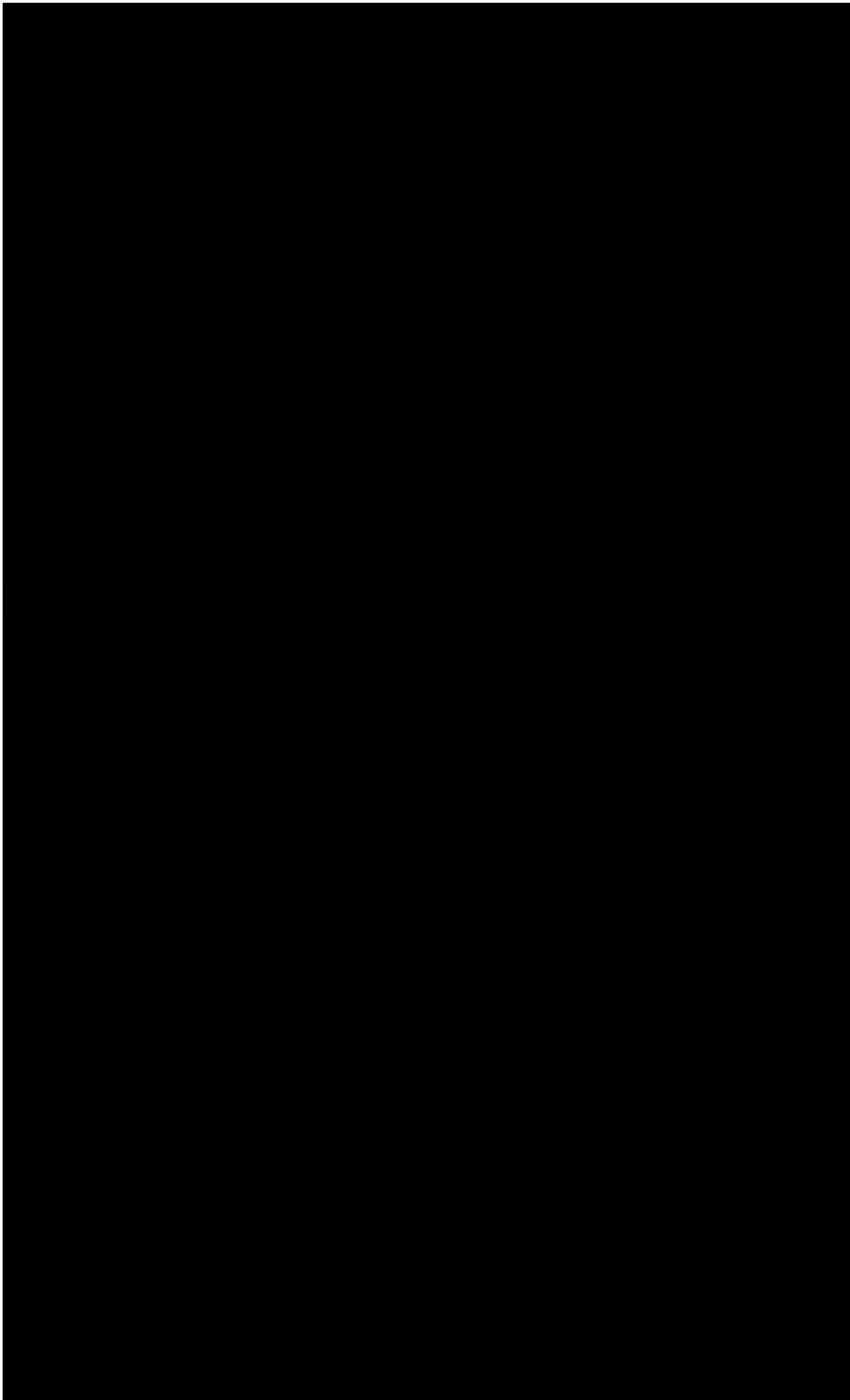
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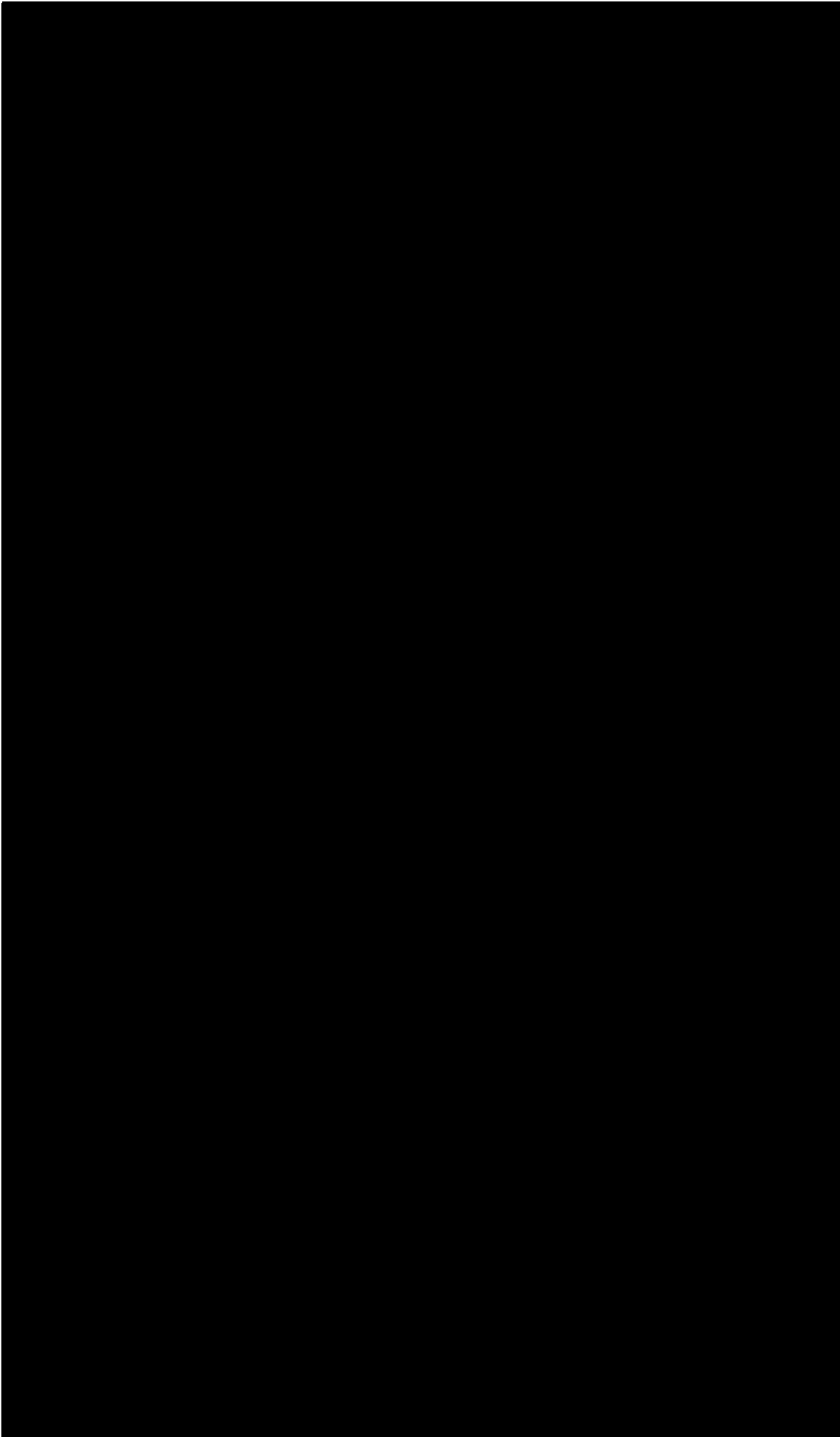
Annexure 7
Kimberley Sustainable Development Pty Ltd
Constitution

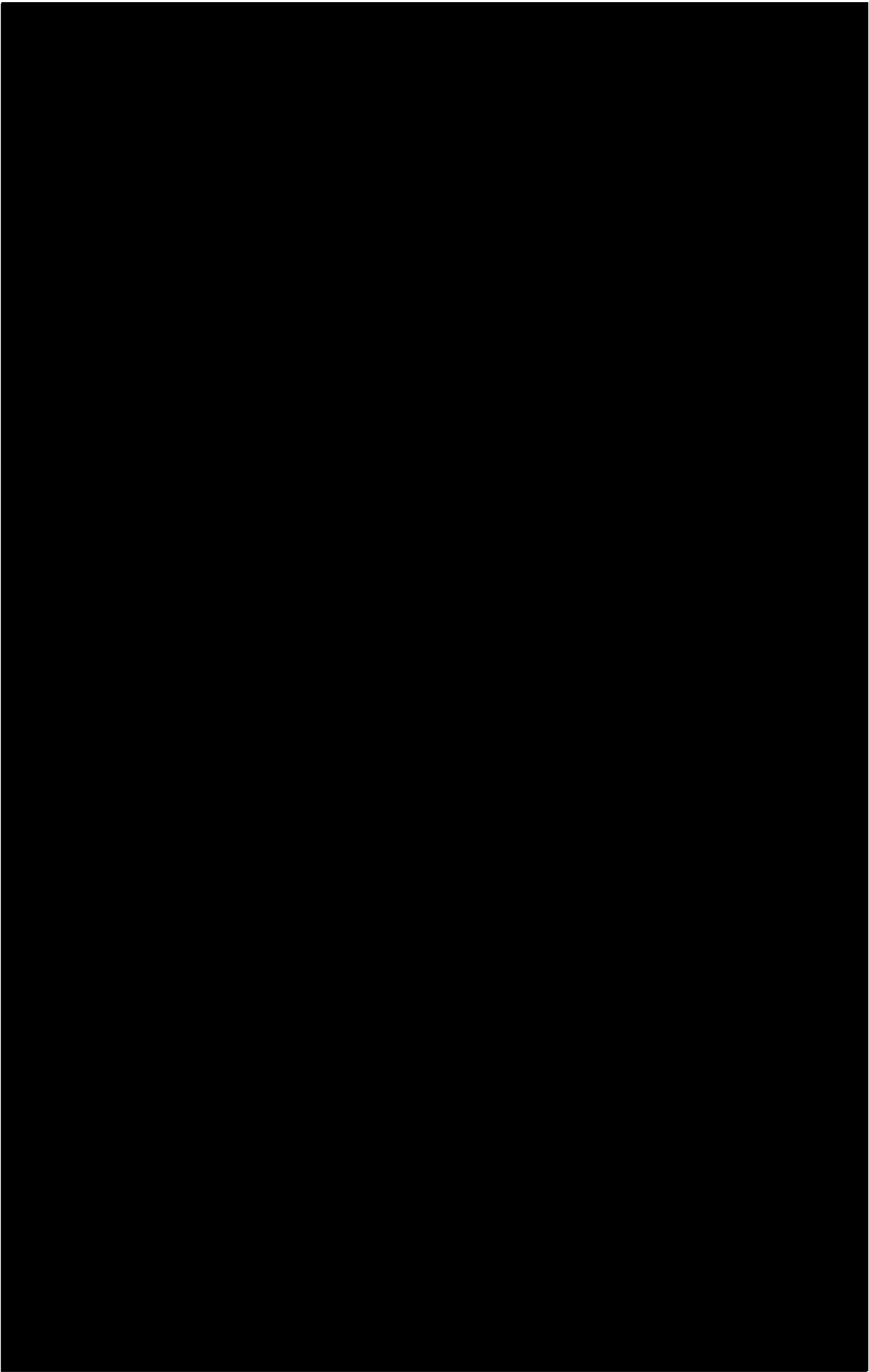


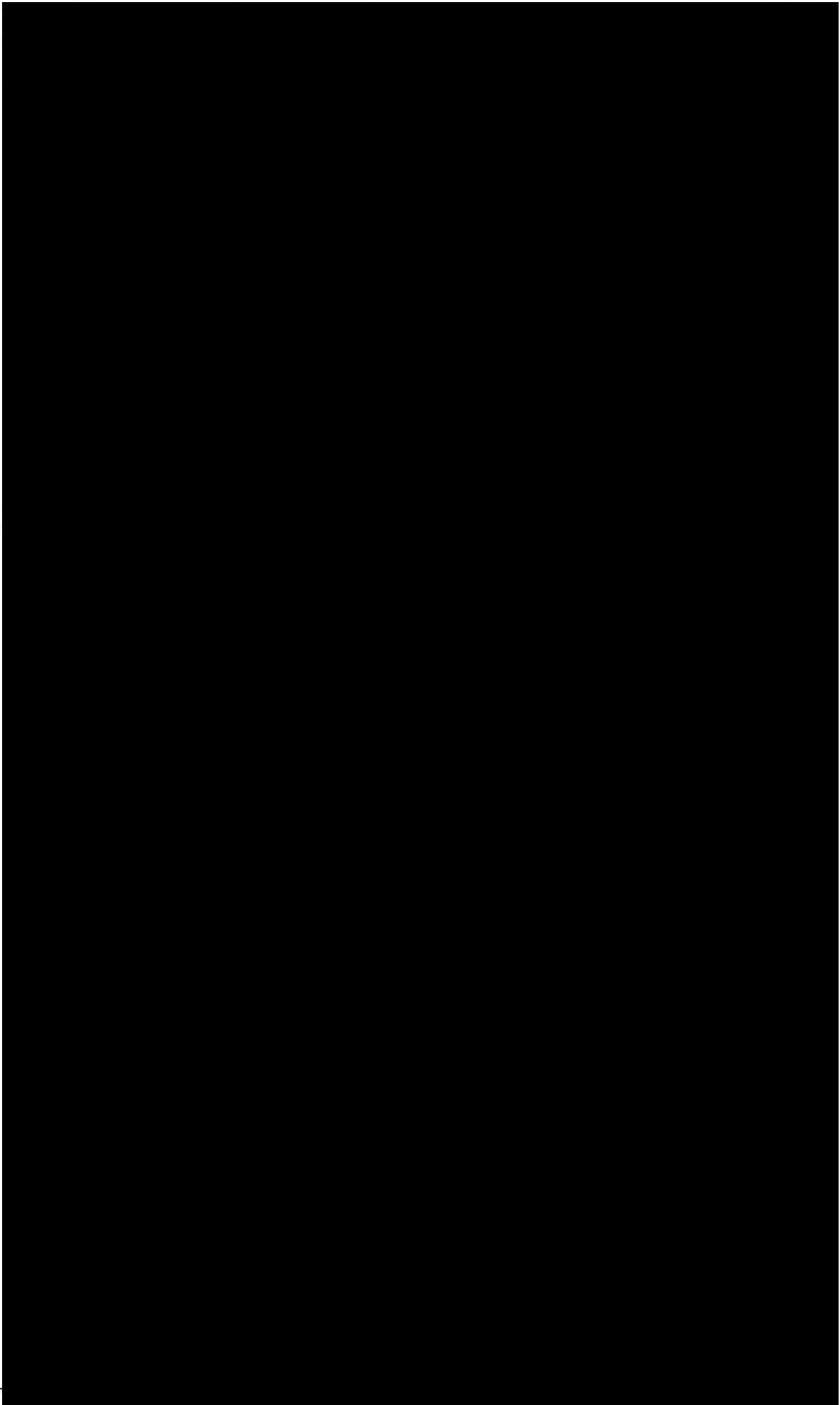


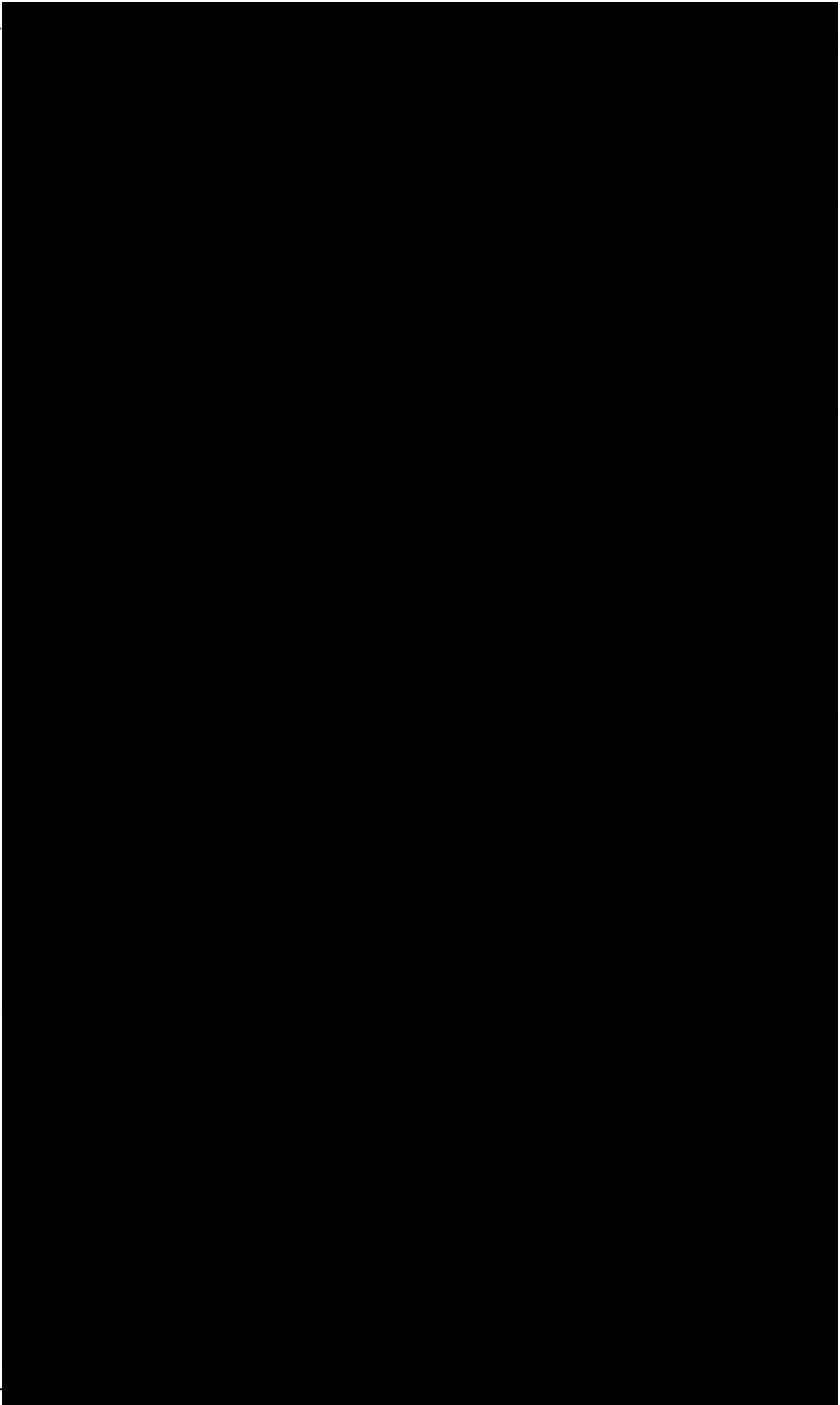


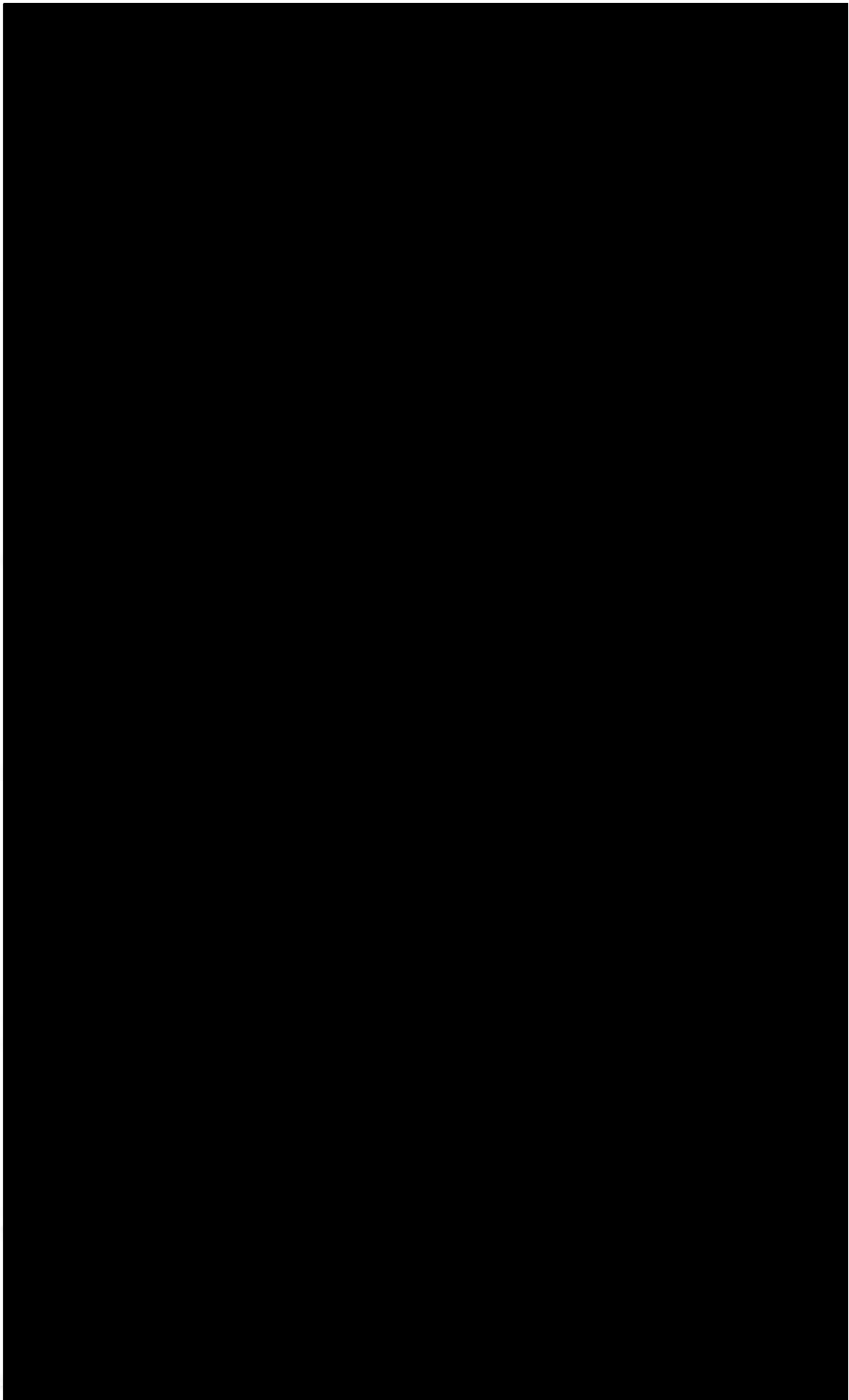


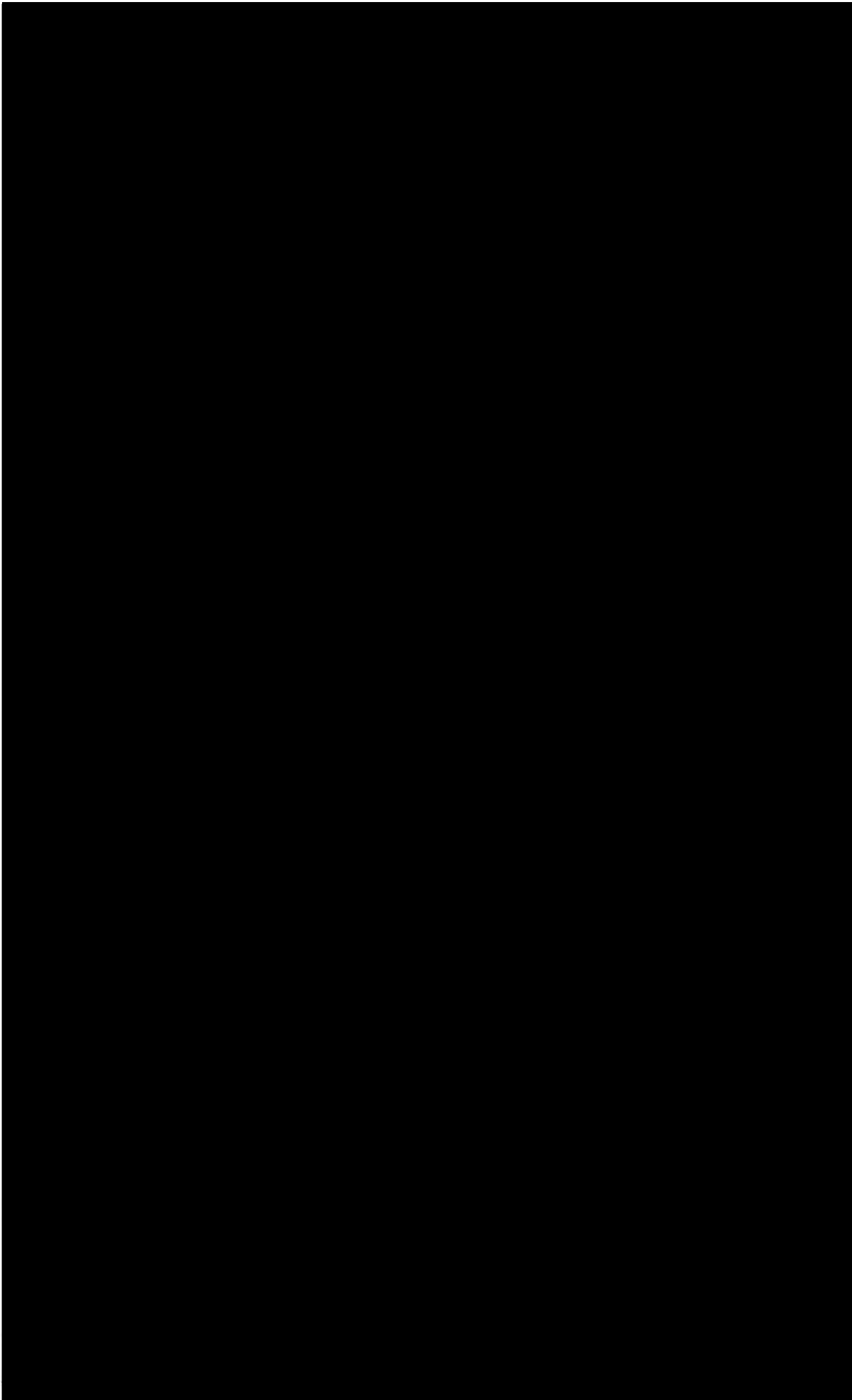


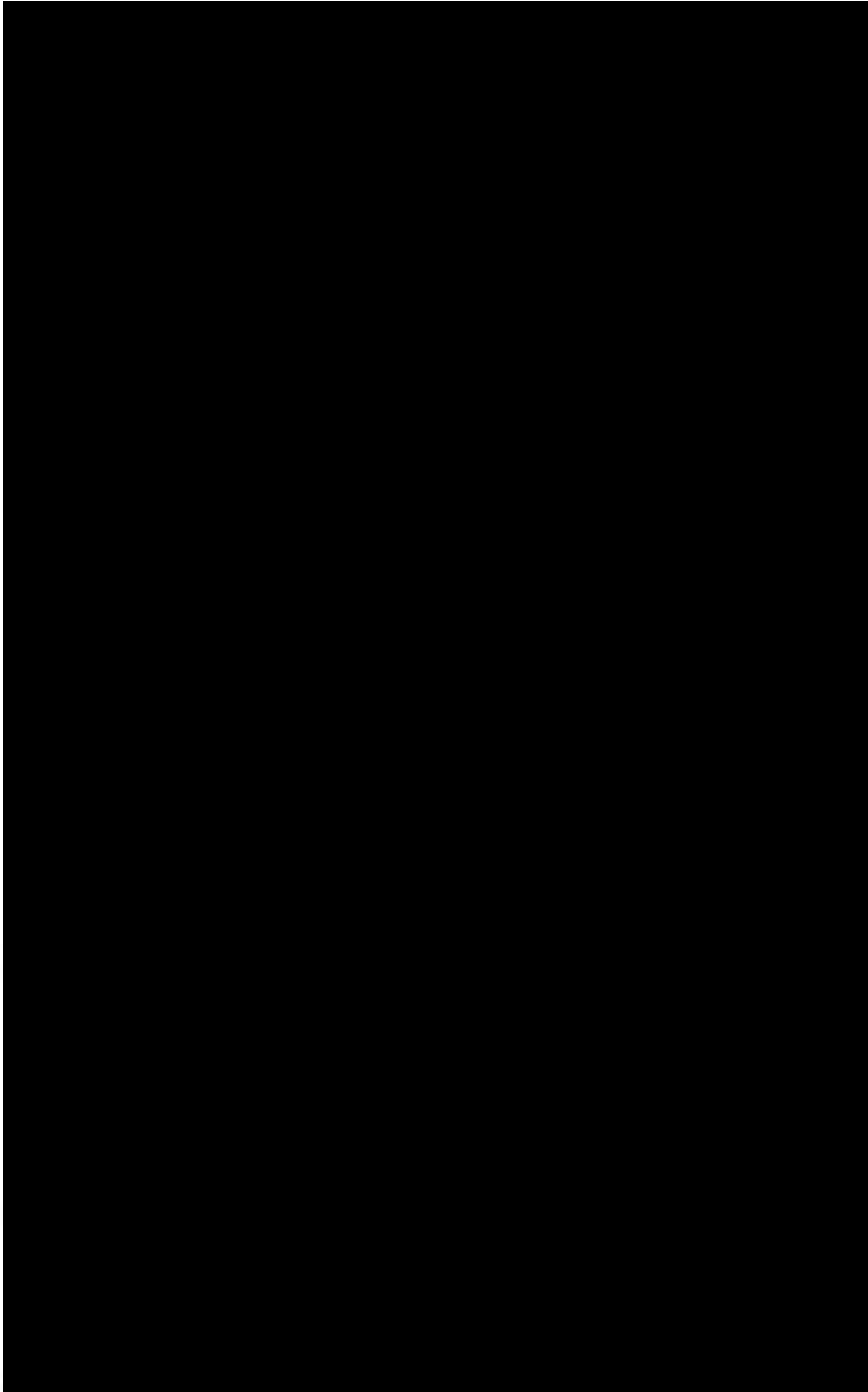


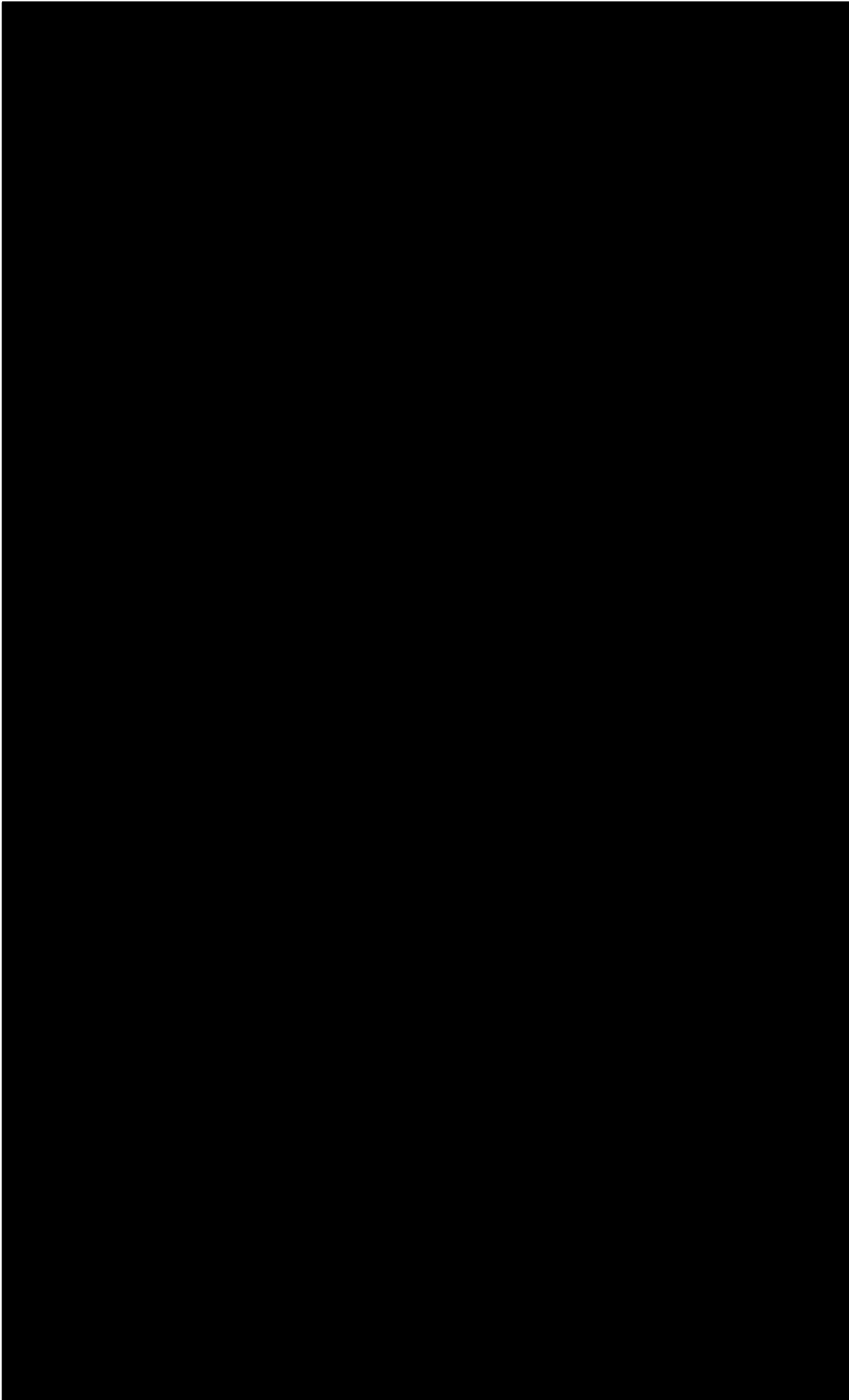


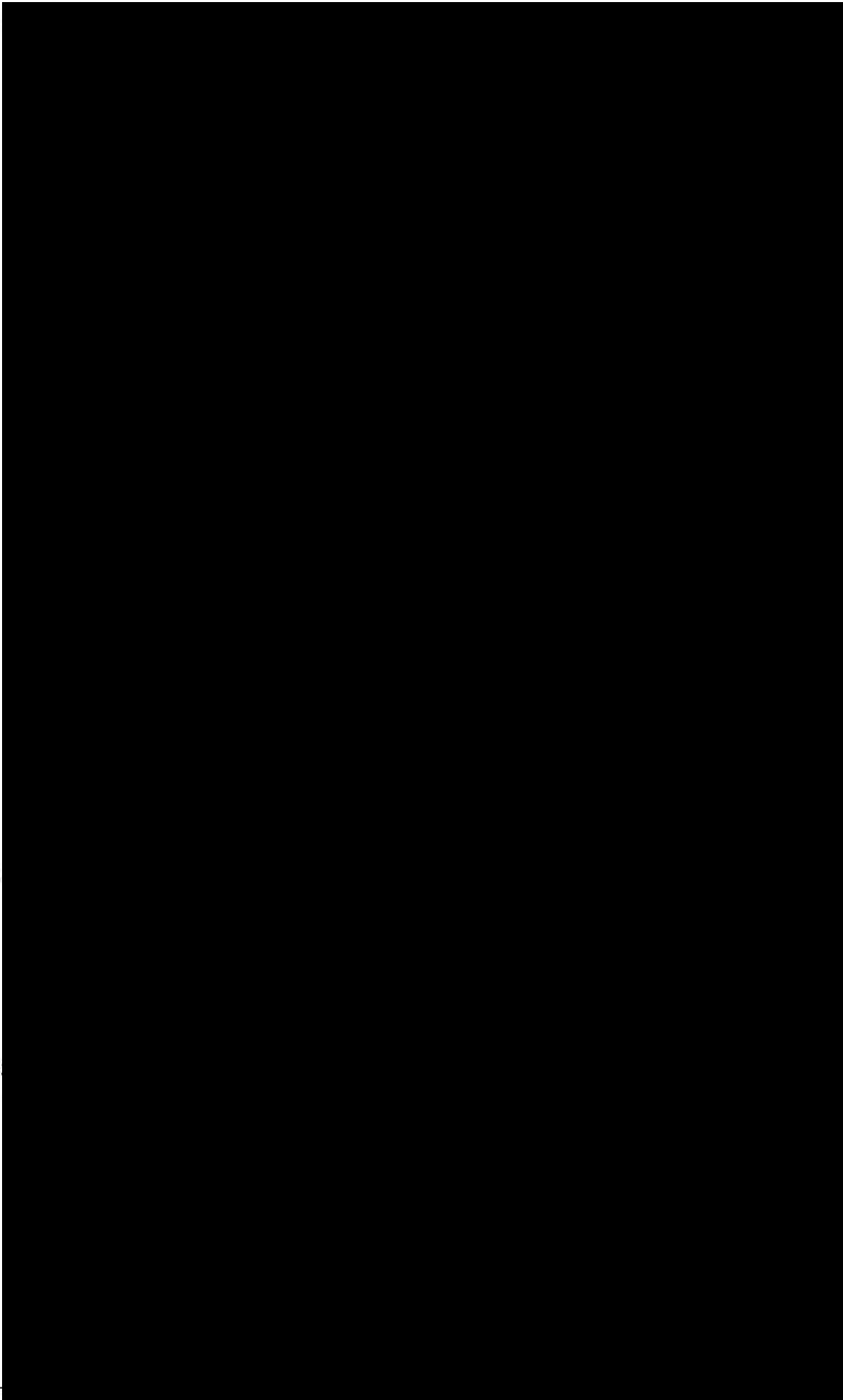


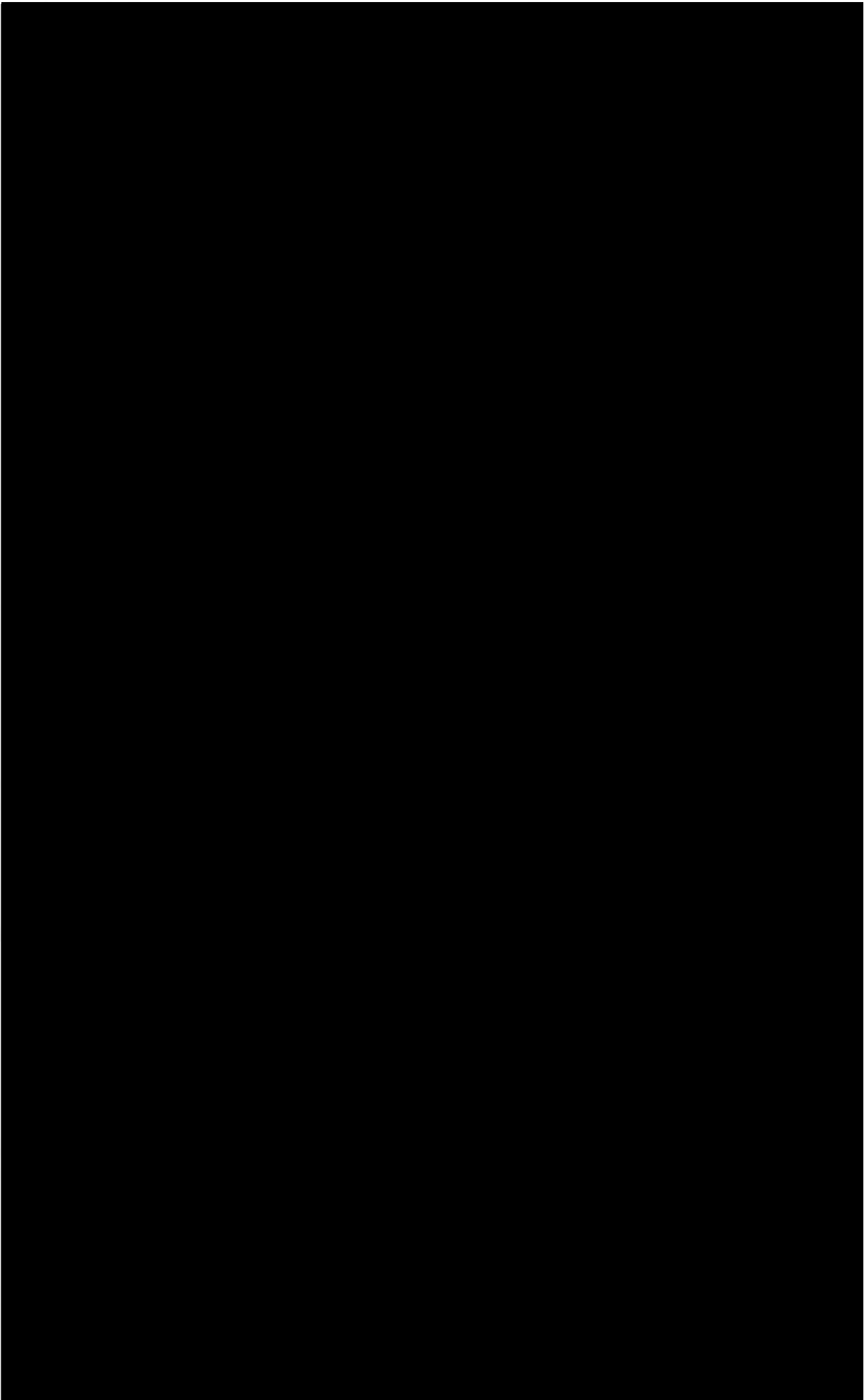


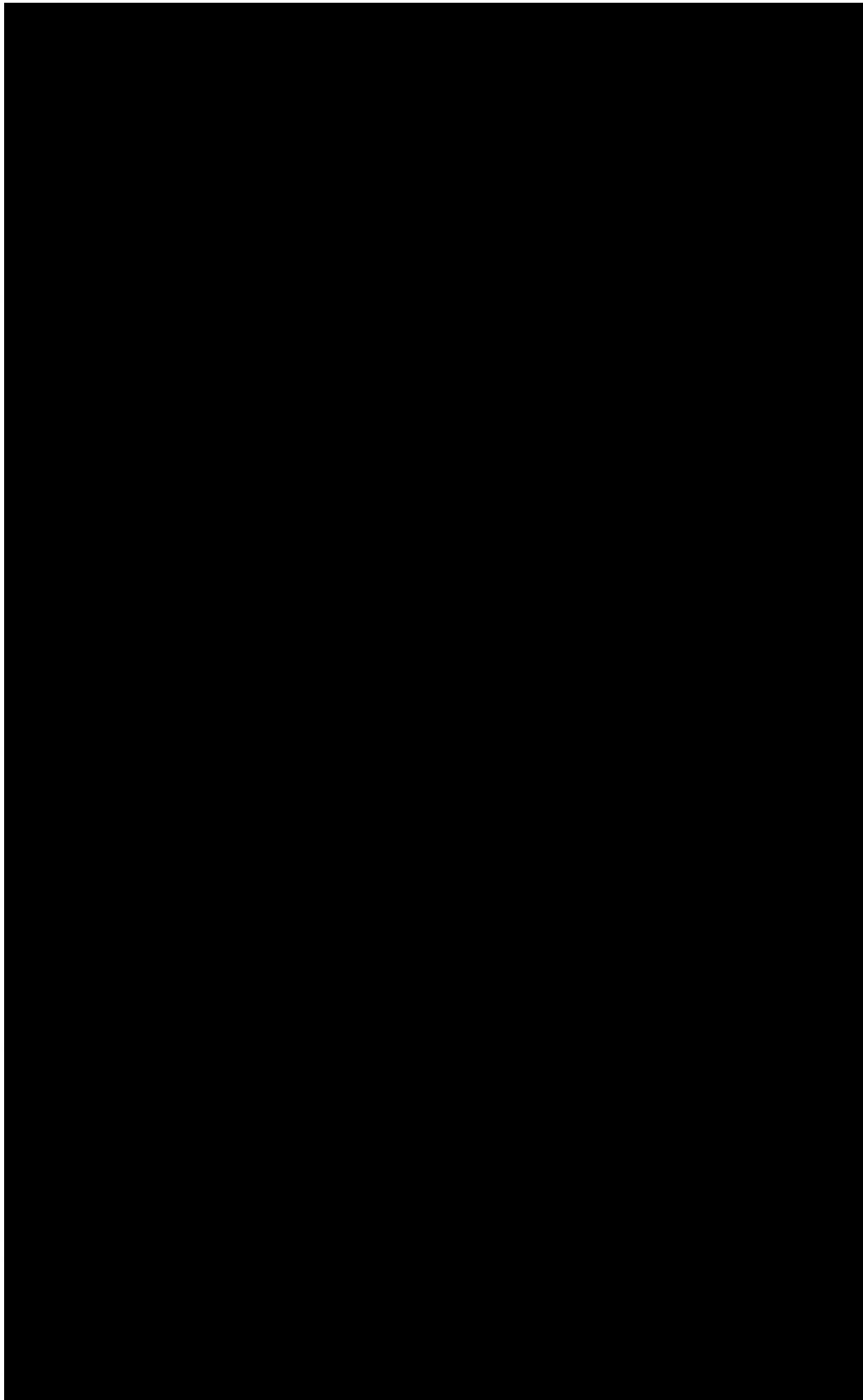


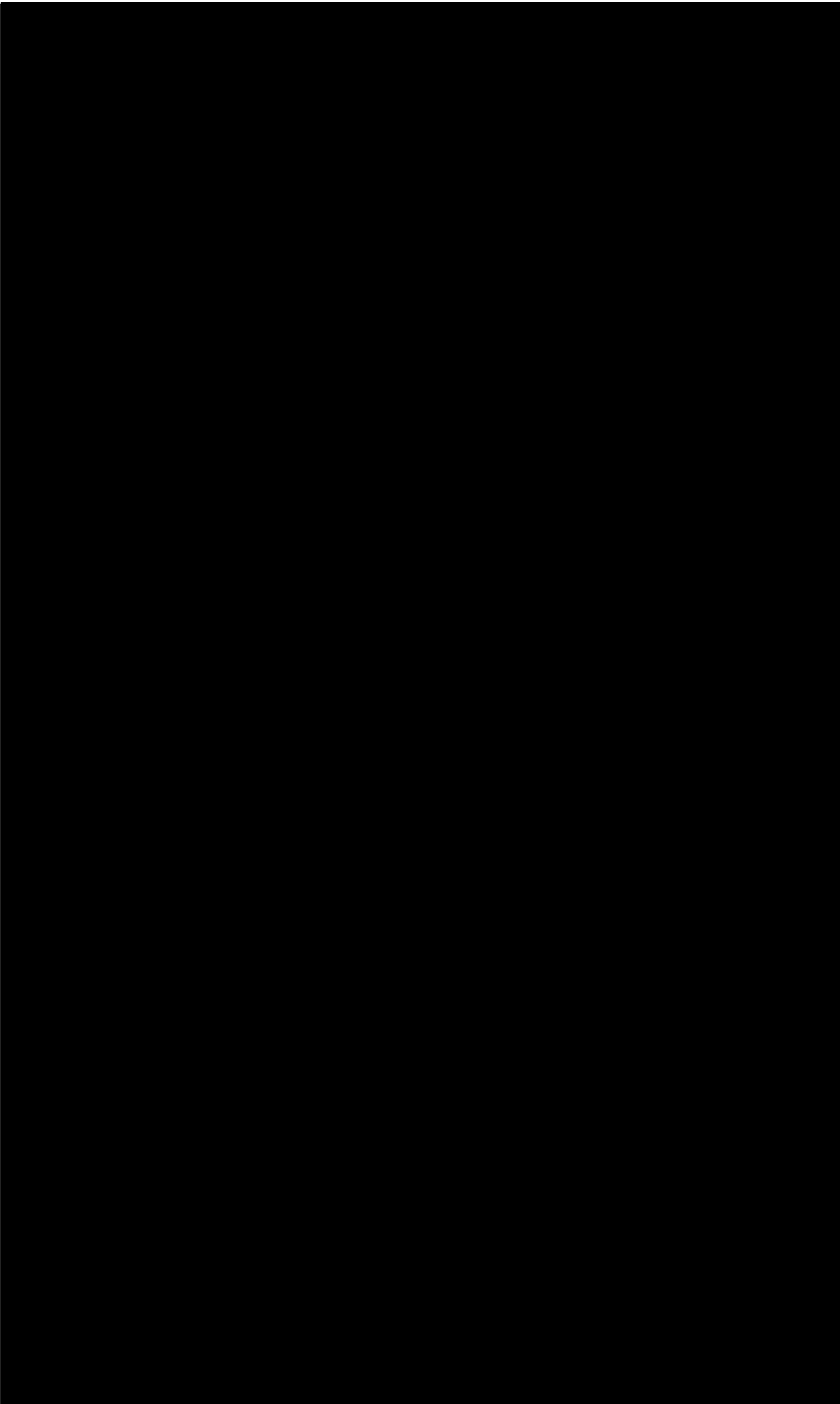


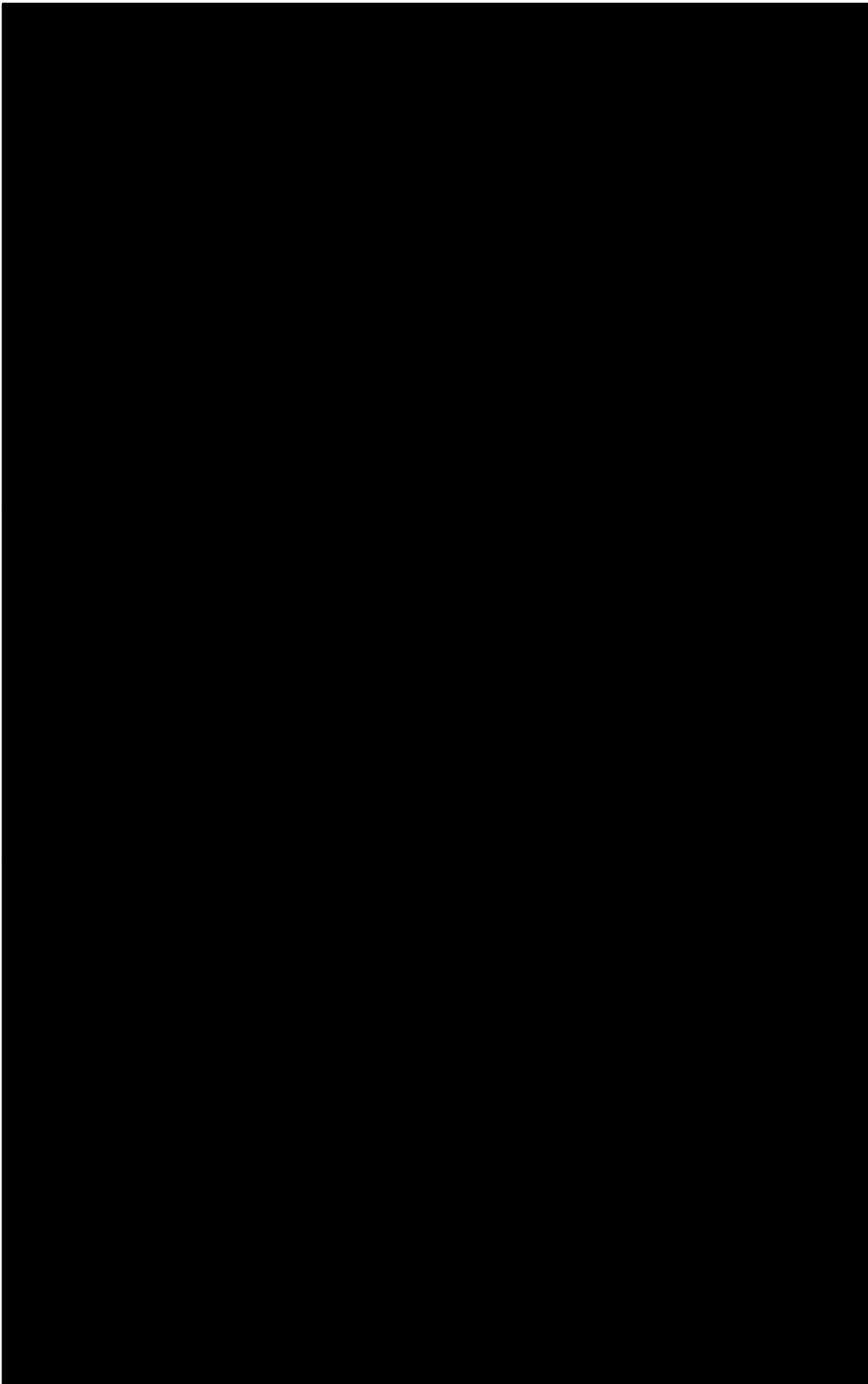


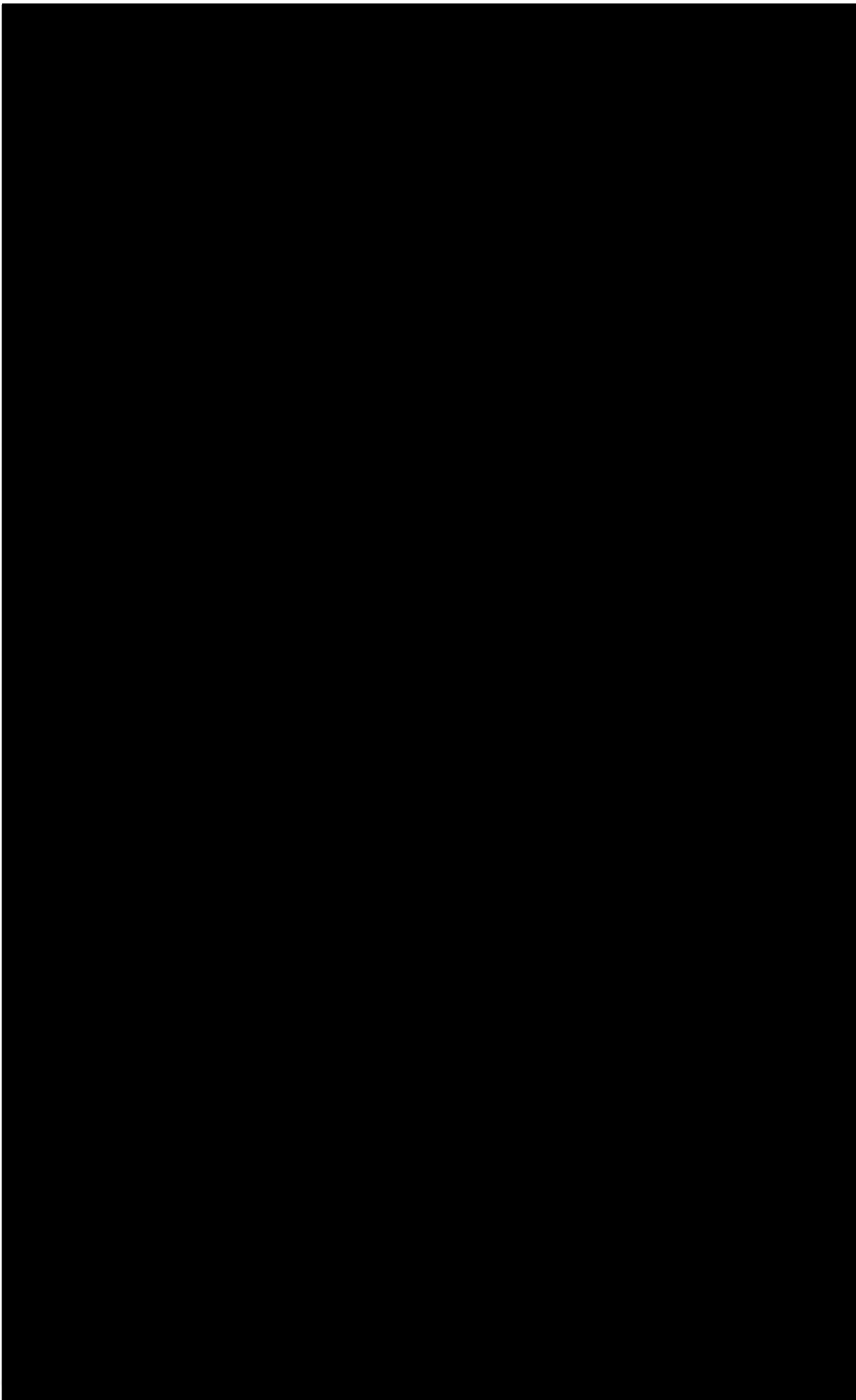


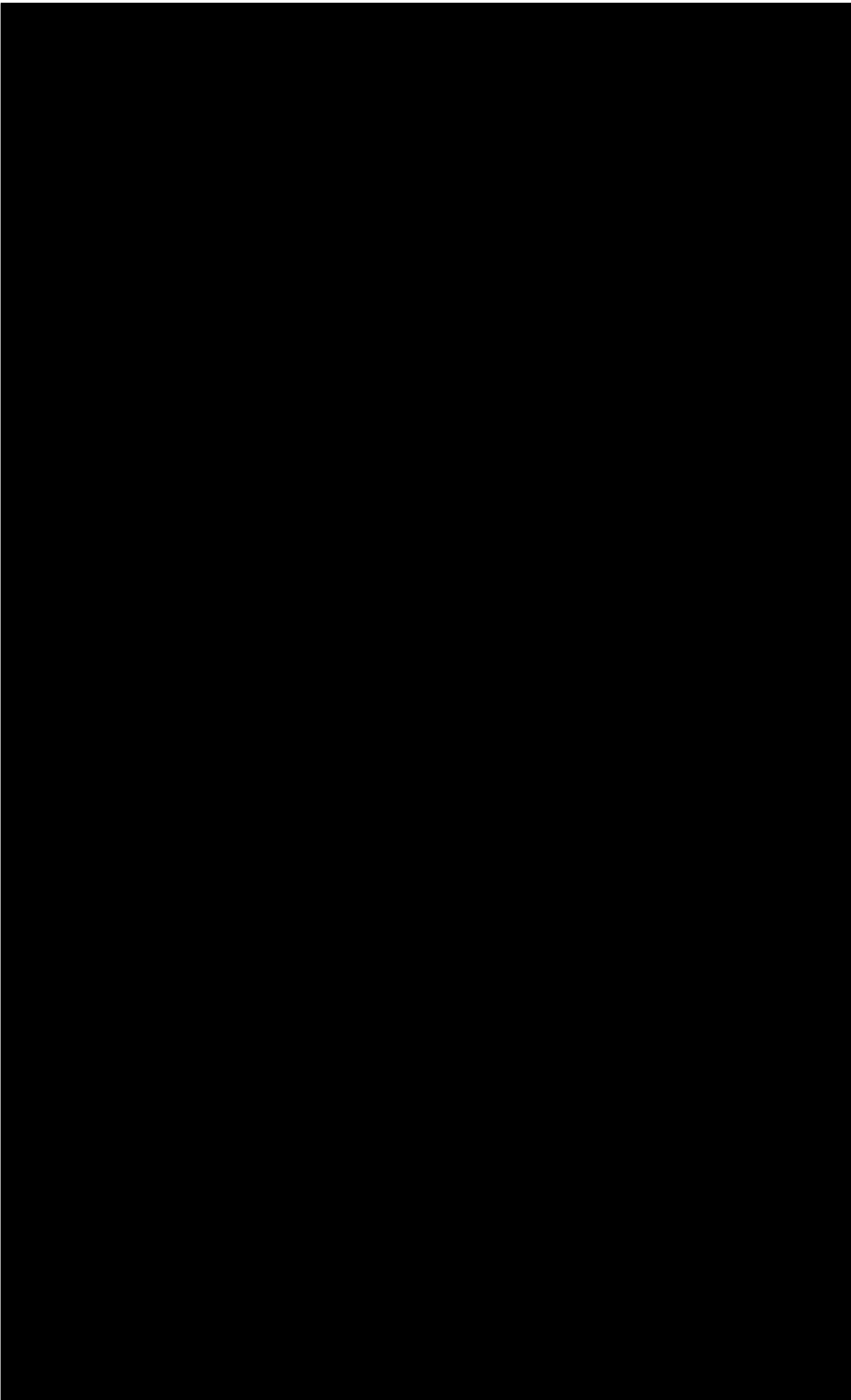


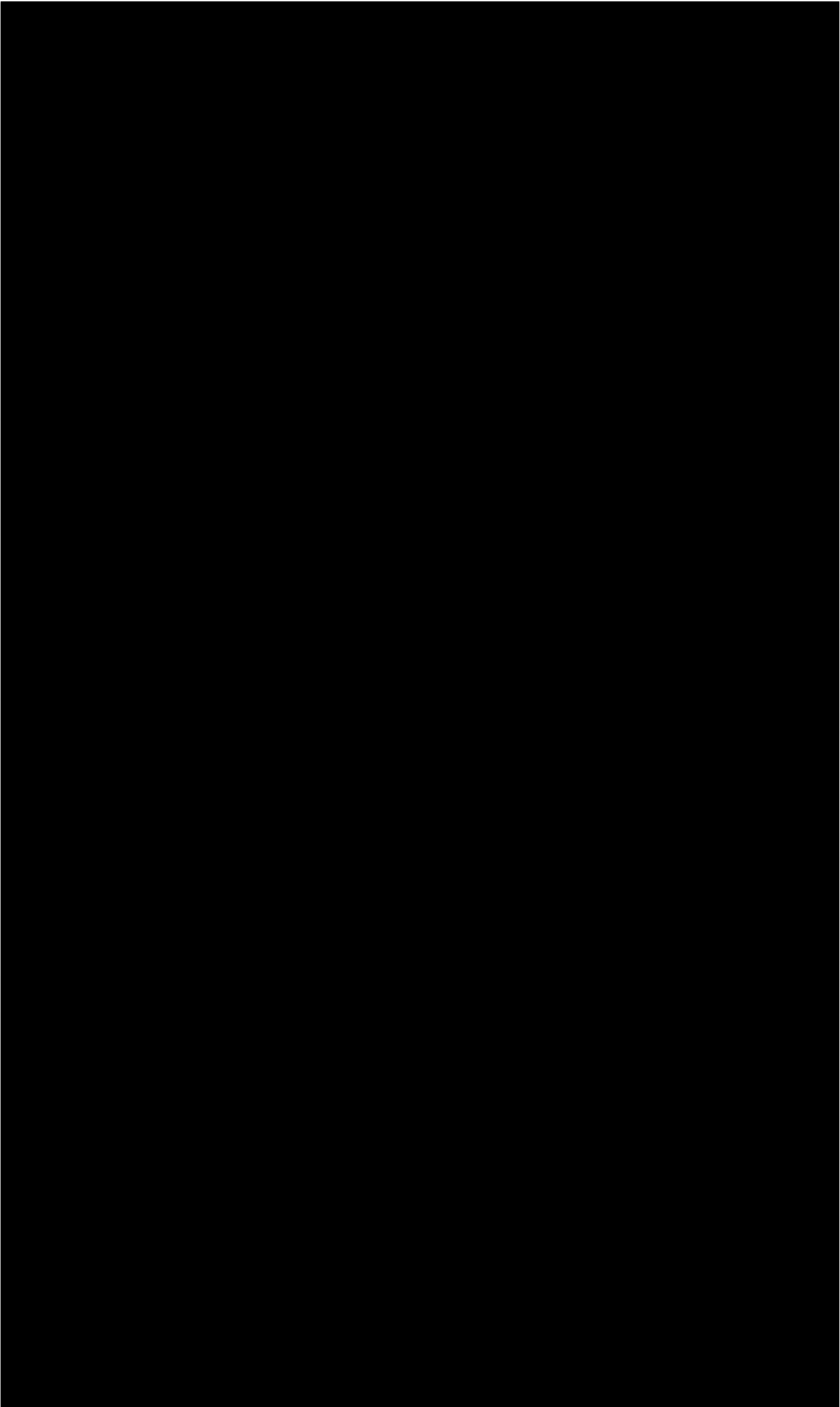






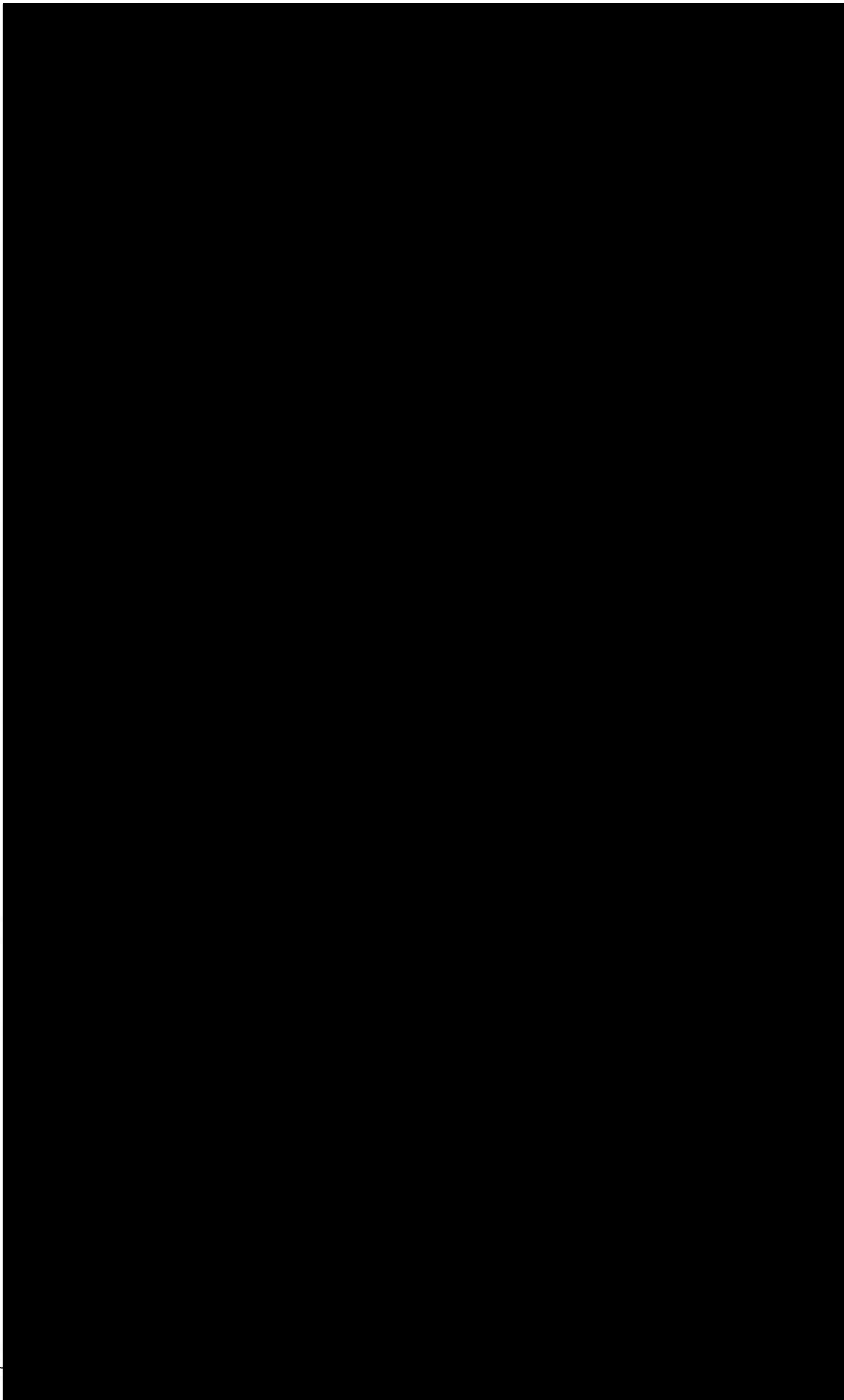


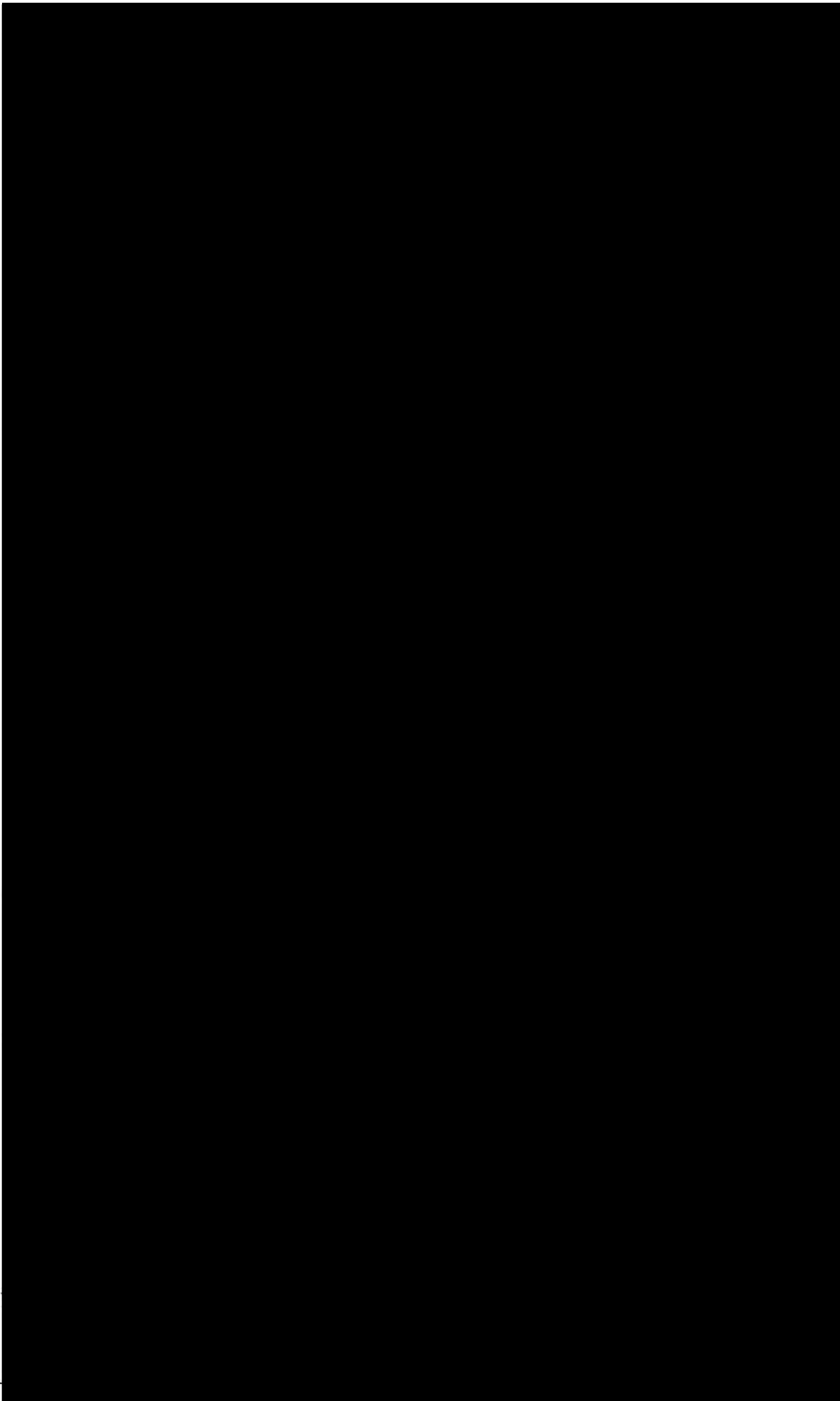


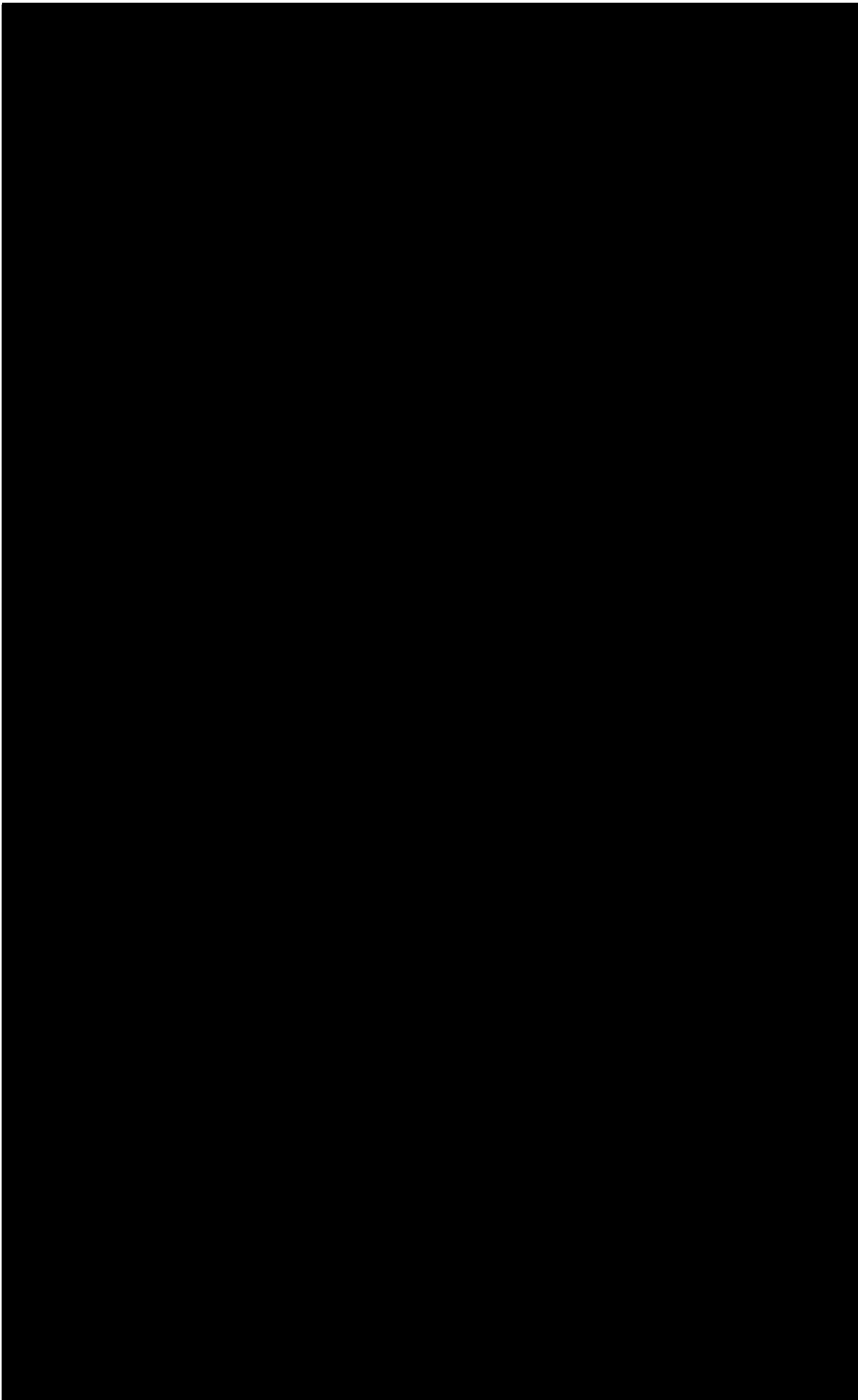


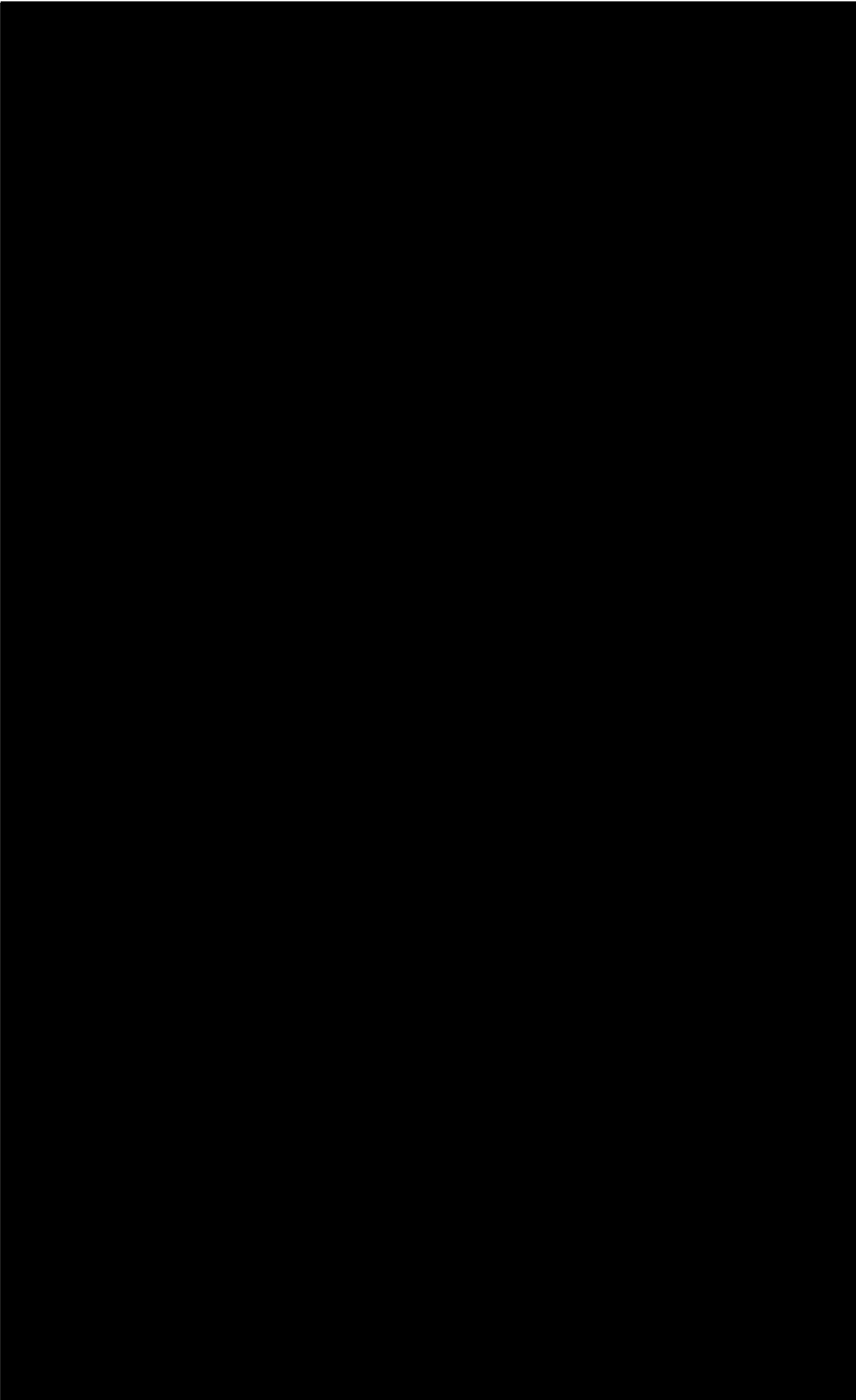
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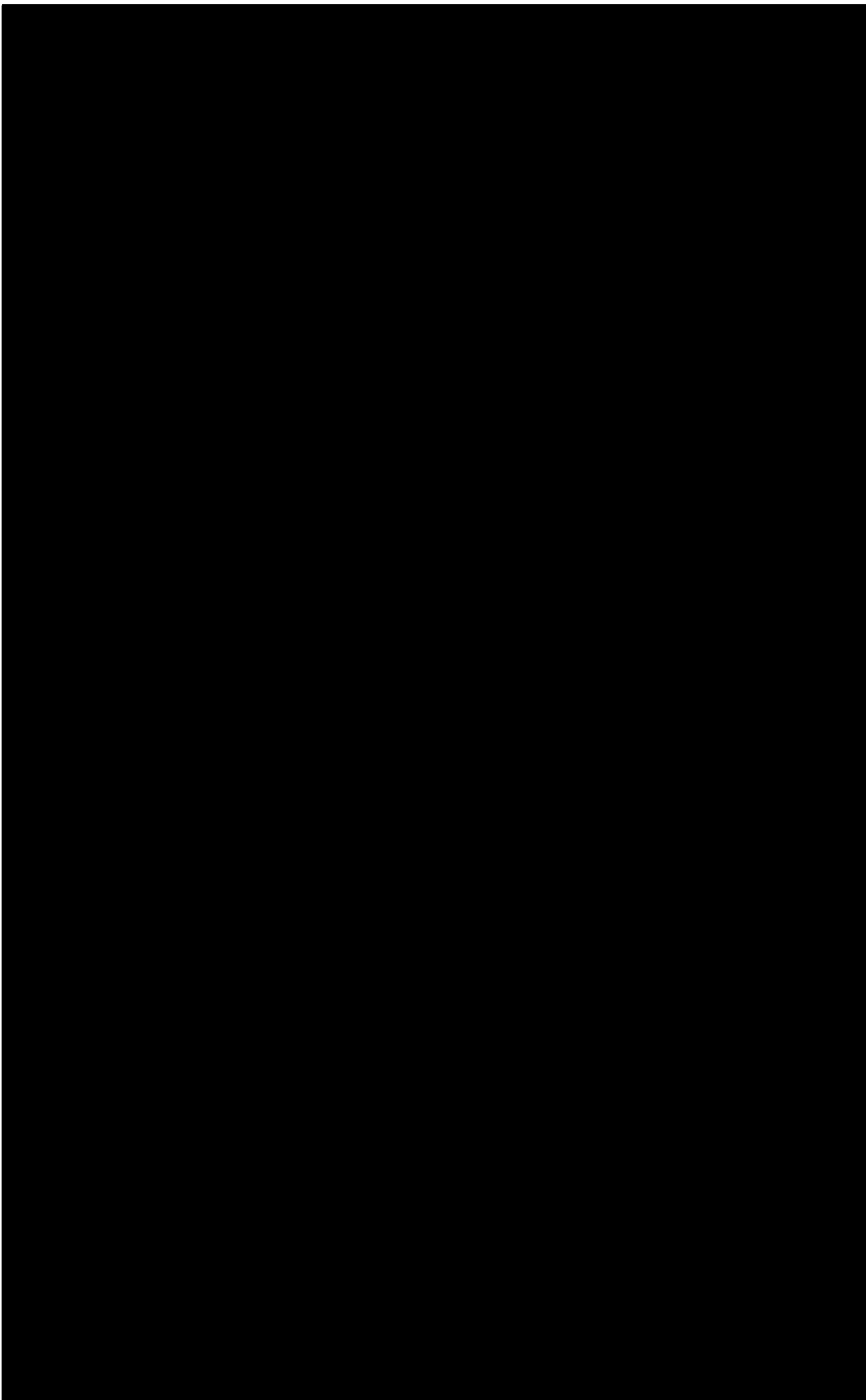


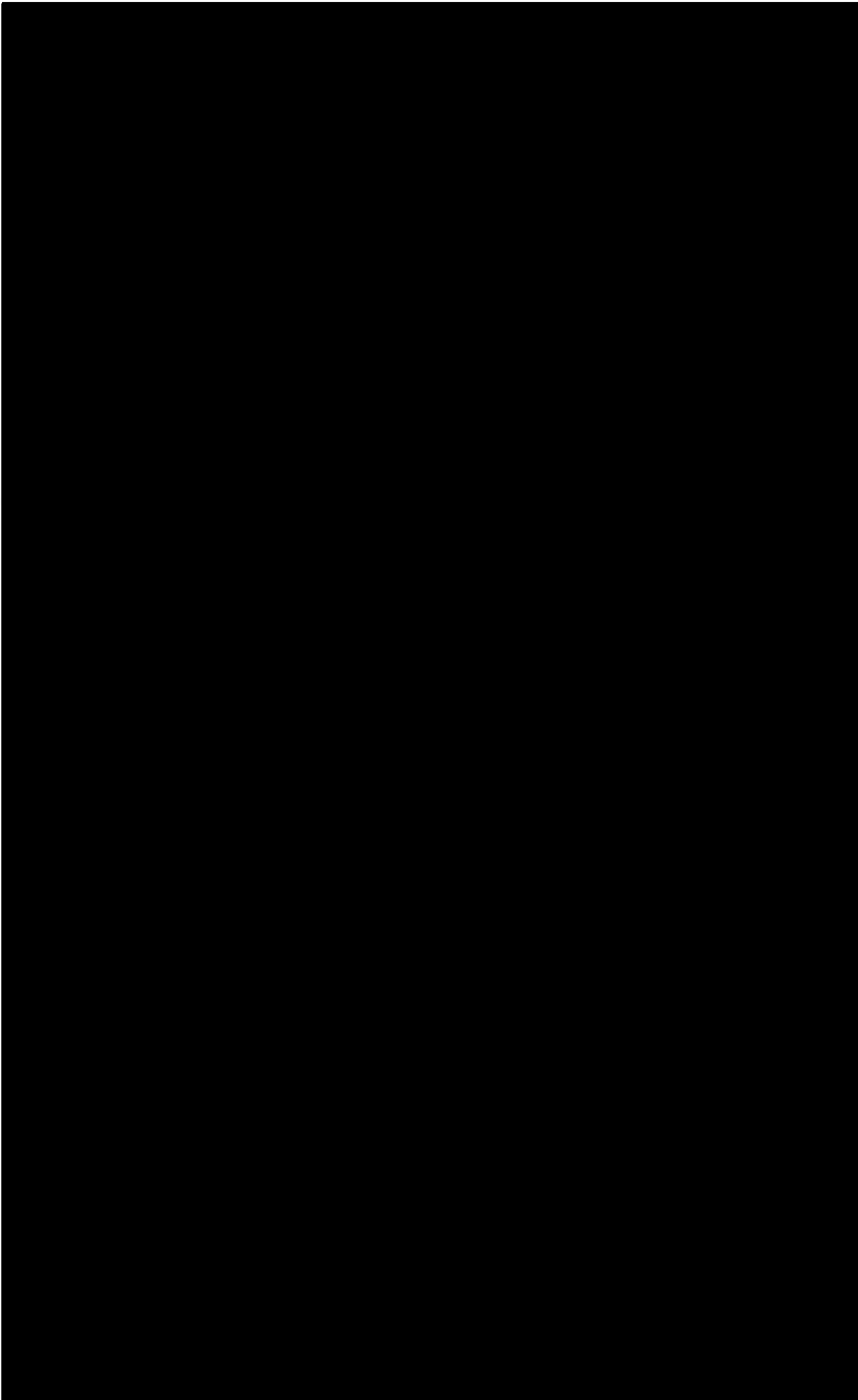


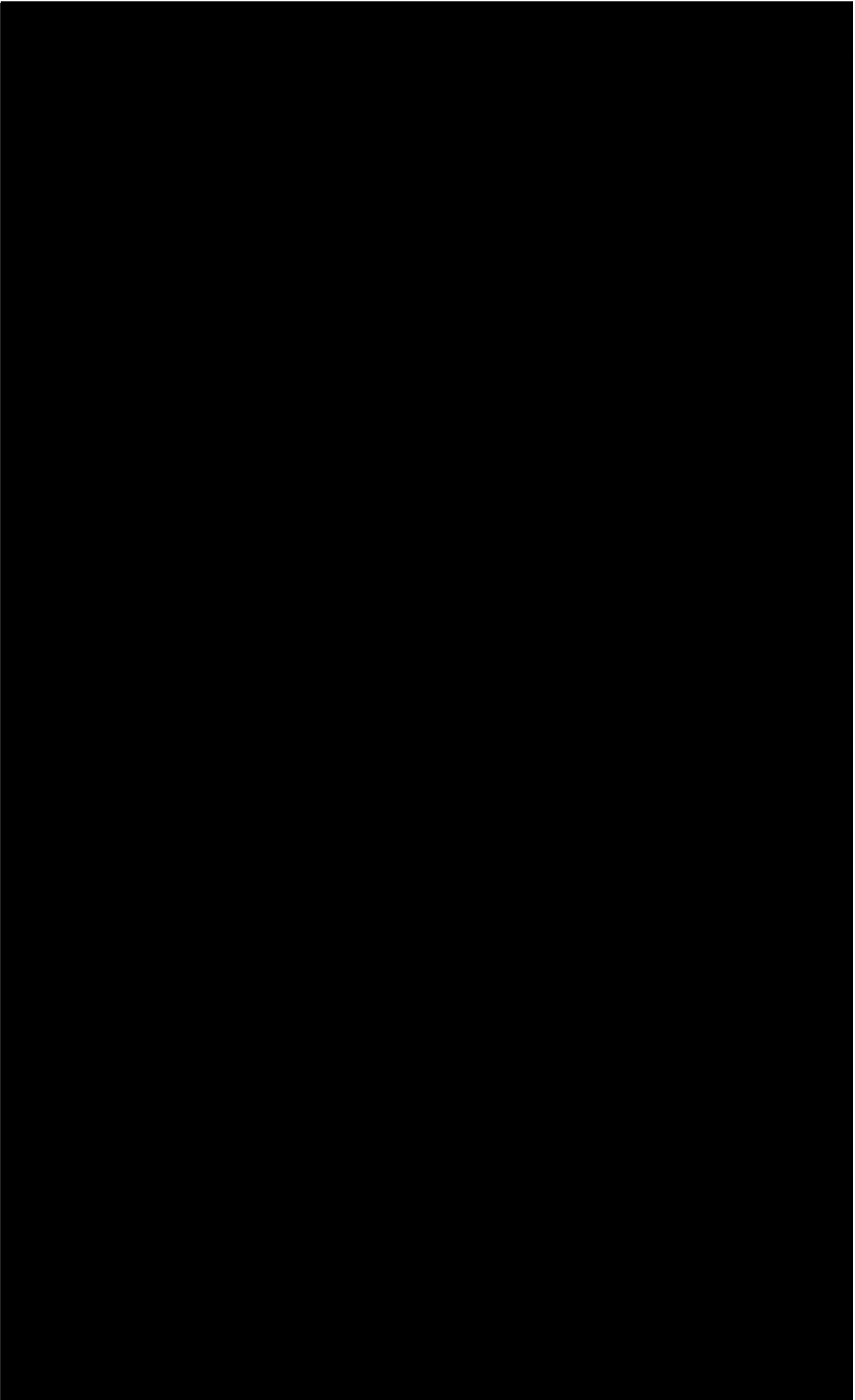


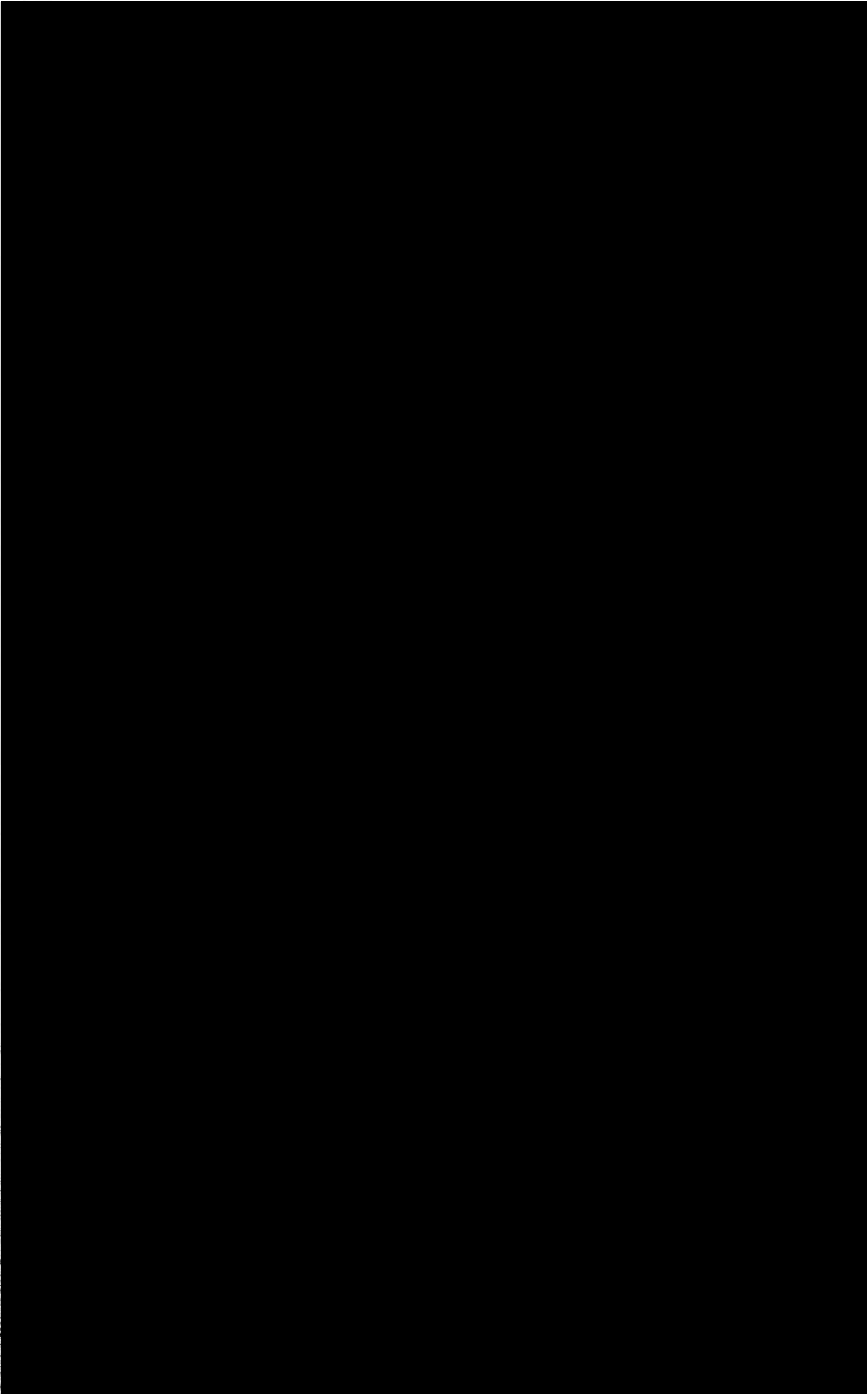
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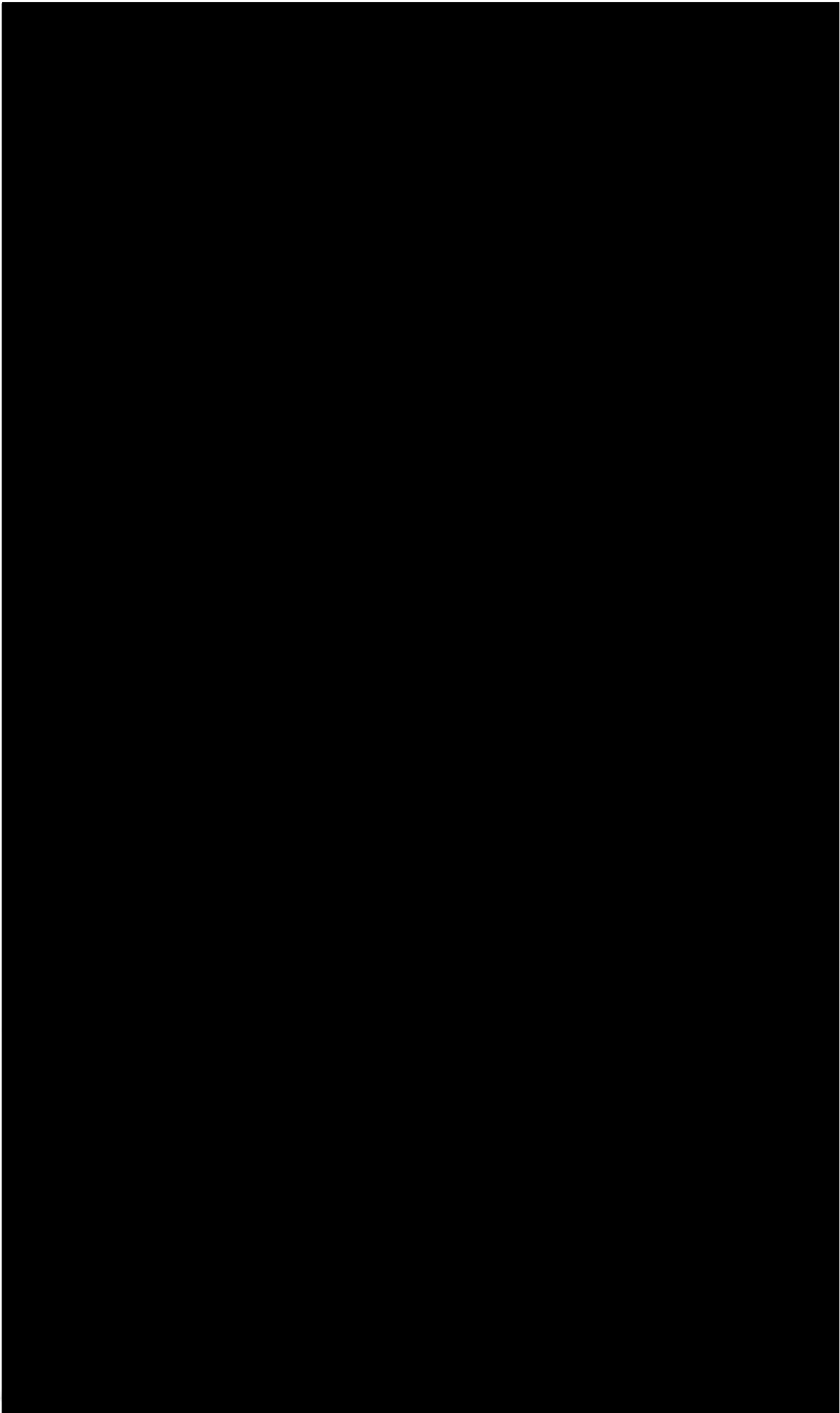
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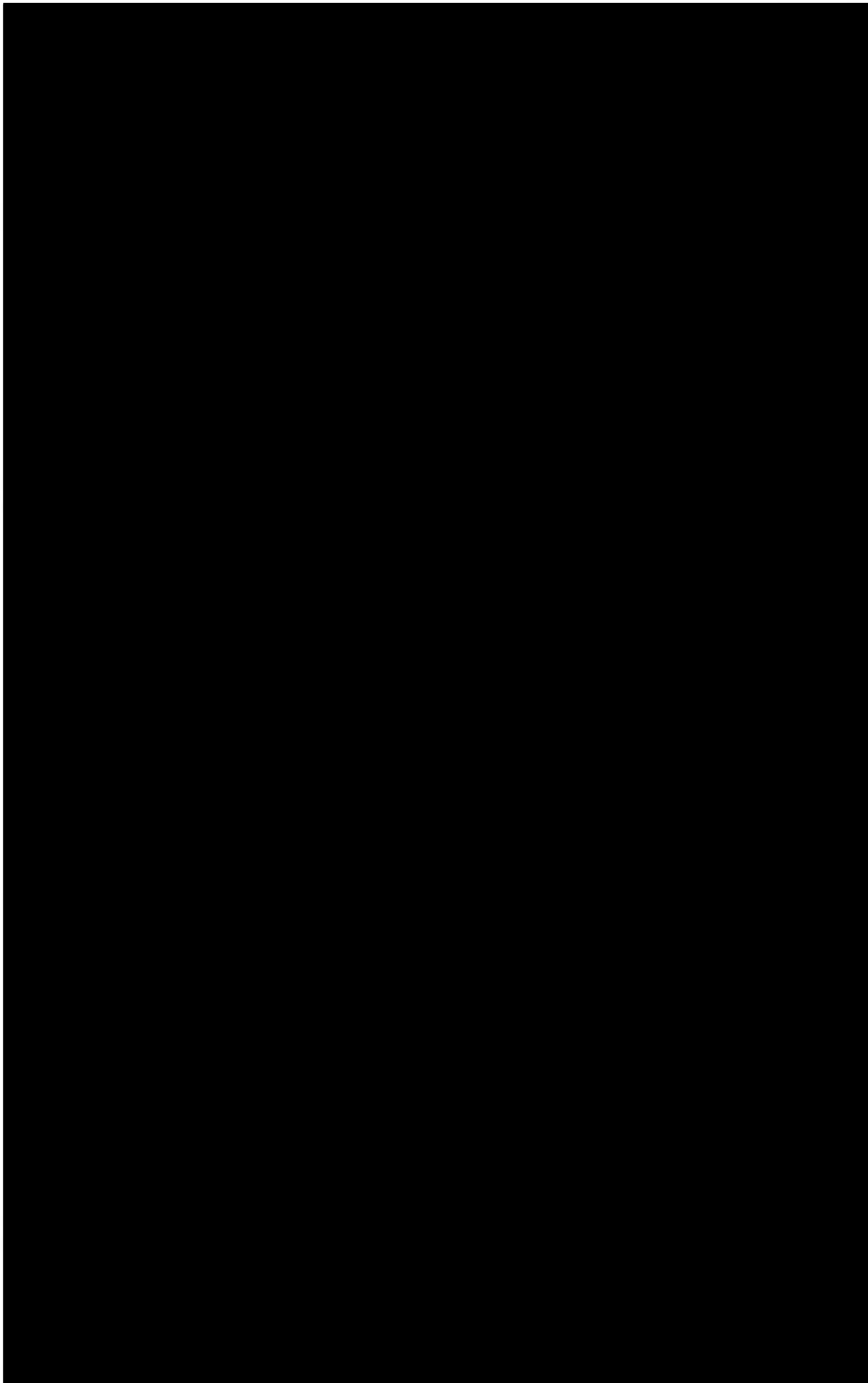


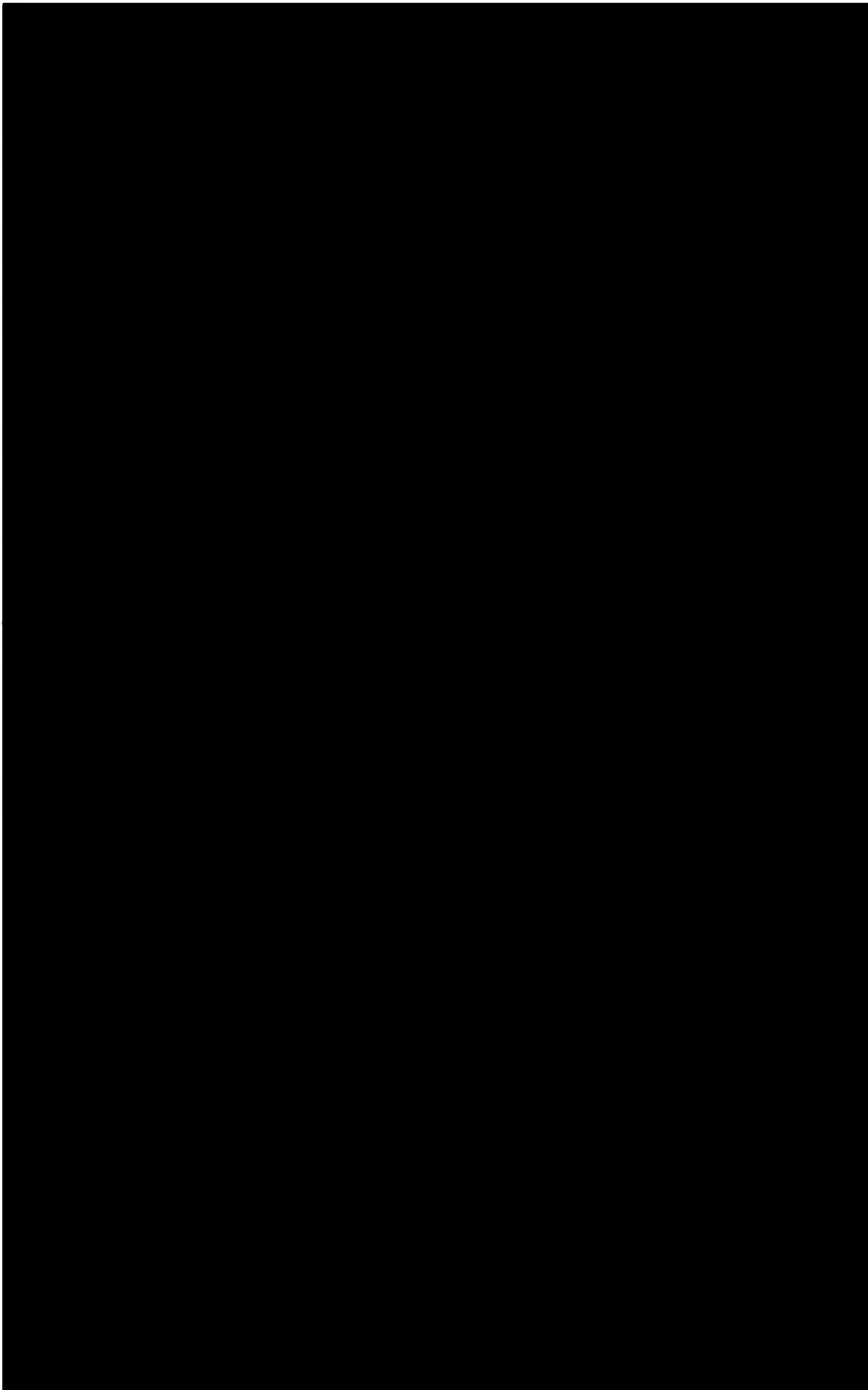












Annexure 8
Kimberley Sustainable Development Charitable Trust
Trust Deed

COPY

As amended 1/10/2004

CRAIG ANTHONY ZANKER

("the Settlor ")

and

**KIMBERLEY SUSTAINABLE
DEVELOPMENT PTY LTD**

ACN 102 303 855

("the Trustee ")

**THE KIMBERLEY SUSTAINABLE DEVELOPMENT
CHARITABLE TRUST**



♦ **MONY DE KERLOY** ♦
BARRISTERS & SOLICITORS

LEVEL 6, ST MARTINS TOWER, 44 ST GEORGE'S TERRACE, PERTH WA 6000

TEL:(08) 9221 5326 • FAX:(08) 9221 5402

EMAIL: mdk@bekkers.com.au (Paul Tolken)

REF: PNTZAM8.DOC

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THE KIMBERLEY SUSTAINABLE DEVELOPMENT CHARITABLE TRUST

THIS DEED OF SETTLEMENT is made on the day of 2002.

BETWEEN

CRAIG ANTHONY ZANKER, of 12 Lorikeet Avenue, Broome in the State of Western Australia, (“the Settlor”), and

KIMBERLEY SUSTAINABLE DEVELOPMENT PTY. LTD. of 36 Pembroke Street, Broome in the State of Western Australia, (“the Trustee”).

RECITALS

- A. The Traditional Owners being Aboriginal people who have in accordance with Aboriginal Law, traditional, social, economic and spiritual affiliation with and responsibility for the Traditional Country or any part thereof being the Kimberley Region of Western Australia, have amongst other things, suffered considerable dispossession, dispersal, poverty, disadvantage and ill health, lack of education, housing, employment and disruption to their language, culture and heritage.
- B. The Traditional Owners had and continue to have and to hold native title rights and interests to and in respect of the Traditional Country under the common law in Australia and the *Native Title Act 1993* (Cth.).
- C. The Settlor wishes to establish a charitable fund for the benefit of the Traditional Owners, Aboriginal people and their descendants, to overcome their distress and disadvantage, to improve their standard of living and acquire income producing assets in resources and other industrial and commercial enterprises for the purpose of assisting the Aboriginal people in their education, health, housing, employment, economic development opportunities and for amongst other things, the sustainable development of Aboriginal people in the Kimberley region of Western Australia and the maintenance and preservation of their traditional culture, language and heritage.
- D. For the purposes of giving effect to the Settlor’s wishes, the Settlor has settled or is about to settle upon the Trustee the sum of \$10.00 now held in the trust account of Mony De Kerloy Barristers & Solicitors of Level 6, 44 St Georges Terrace, Perth Western Australia.
- E. The Trustee has consented to become the Trustee of this Trust upon the terms and with the powers and subject to the provisions of this Deed, including but not limited to all aspects relating to native title held at common law and under the *Native Title Act 1993* (Cth.) by the Traditional Owners and to use any opportunities that may arise in the future to generate assets and funds for charitable purposes to relieve their dispossession, poverty and disadvantage, ill health, sickness and suffering and lack of education, housing, employment and economic development opportunity.

THIS DEED NOW EVIDENCES the following matters:

CREATION OF TRUSTS

1. In this Trust Deed the following terms unless the context otherwise indicates shall have the following meanings:
 - (a) The “Trust Fund” means the settled sum of \$10.00 now held in the trust account of Mony De Kerloy Barristers & Solicitors, Level 6, 44 St Georges Terrace, Perth Western Australia and to be paid or transferred by the Settlor to the Trustee upon the execution of this Deed together with all monies, investments and property paid or transferred to and accepted by the Trustee as additions to the Trust Fund the accumulations of income directed or empowered to be made by this Deed, all accretions to the Trust Fund and investments and property from time to time representing the settlement sum, moneys, investments, property accumulations and accretions.
 - (b) The name of this Trust is “*The Kimberley Sustainable Development Charitable Trust*”.
 - (c) The Trustee of this Trust is “*Kimberley Sustainable Development Pty Ltd*” a company duly incorporated in accordance with the Corporations Law.
 - (d) The term “*Aboriginal people* ” means and includes the community of Traditional Owners and common law holders of native title in the Kimberley region of Western Australia, in relation to their Traditional Country;
 - (e) The term “*Traditional Country*” means those areas of land and waters in and around the Kimberley Region of Western Australia, traditionally associated with the Aboriginal people and their forebears.
 - (f) The *Kimberley Land Council Aboriginal Corporation* is the statutory representative body in the terms as outlined in Section 203AD made under the “*Native Title Act 1993*” (Cth.) and incorporated under the “*Aboriginal Councils and Associations Act 1976*” (Cth.) to represent the native title rights and interests of the Aboriginal people of the Kimberley Region of Western Australia.
 - (g) The term “*Traditional Owner*” means the Aboriginal people who have, in accordance with Aboriginal Law a traditional, social, economic and spiritual affiliation with and responsibility for the Traditional Country.
 - (h) The term “*Aboriginal Law*” means the laws, traditions, observances, customs, ceremonies, rituals and beliefs of the Aboriginal people of the Kimberley Region of Western Australia;
 - (i) The Beneficiaries shall be and include:
 - (i) The Traditional Owners and Aboriginal people and their children of the Traditional Country;
 - (ii) Any Aboriginal organisation (which may include a Prescribed Body Corporate) established by the Aboriginal people or any of them the objects or purposes of

which are similar to the charitable objects of this Trust which is nominated in writing by the Trustee as a beneficiary;

- (iii) Any Aboriginal charitable trust, institution, body or organization from time to time established in Australia nominated in writing by the Trustee as a beneficiary;
- (iv) Any corporation (hereinafter called “an eligible corporation”) at least one share in which is owned by any beneficiary (including the Trustees of an eligible Trust) and which corporation is nominated in writing by the Trustee as a beneficiary;
- (v) Any other legal entity at least one share or other interest (whether present or contingent) in which is owned or held by any beneficiary (including the Trustees of an eligible Trust and an eligible corporation) and which entity is nominated in writing by the Trustee to be a beneficiary;

PROVIDED HOWEVER, that any person who (except for a director of the Trustee who is a Traditional Owner or an Aboriginal person as defined) is either the Settlor or a person claiming through the Settlor or is the Trustee, or where the Trustee consists of more than one person is any of those persons or a person who has gifted property to the Trust to be held as an addition to the Trust Fund (all of whom are herein called “the Excluded Persons”) or any corporation in which the Trustee of any settlement or Trust under which any Excluded Person has any actual or contingent beneficial interests so long as such interest continues is excluded from the class of beneficiaries.

- (j) “*The Vesting Day*” shall, subject to the terms and conditions of this Deed hereof, mean the first to occur of the following dates, namely:
 - (i) The day being the 80th anniversary of the execution of this Deed;
 - (ii) Such earlier day as the Trustee may in his absolute discretion revocably or irrevocably in writing appoint.
- (k) The expressions “*beneficiary*” and “*beneficiaries*” shall include persons who from time to time until the Vesting Day come within the categories described in the definitions in Clause 1(i) notwithstanding that such persons may not be in existence or have not come into the defined category at the date of this Deed;
- (l) In this Deed the expression “*child*” shall include an adopted and an illegitimate or ex-nuptial child or otherwise accepted as a child and the expression “*children*” shall have a like meaning;
- (m) “*Accounting Period*” shall mean each period of (twelve) 12 months ending on the 30th day of June each year;

PROVIDED HOWEVER

- (i) That the period commencing on the date hereof and ending on the 30th day of June next shall be an Accounting Period; and

- (ii) That the period commencing on the first day of July prior to the Vesting Day and ending on the Vesting Day shall be an Accounting Period.
- (n) "*Perpetuity Period*" shall mean the period of time for which this Trust will exist and is eighty (80) years from the date that this Trust Deed comes into operation. Before the end of the Perpetuity Period the Trustees may form a new trust to take over and continue the functions of this Trust.
- (o) "*Prescribed Body Corporate*" means an Aboriginal Corporation in the terms of "*Native Title (Prescribed Bodies Corporate) Regulations 1994*" made under the "*Native Title Act 1993*" (Cth) and incorporated under the "*Aboriginal Councils and Associations Act 1976*" (Cth) to be established to hold the native title rights and interests of the Traditional Owners.
- (p) "*Set Aside*" in relation to a Beneficiary includes placing sums to the credit of such Beneficiary in the books of the Trust Fund;
- (q) In this Deed singular words shall mean and include the plural and vice versa and words of one gender shall mean and include all other genders;
- (r) References to any statute shall mean the statute as amended or re-enacted and in force from time to time;

DECLARATION OF TRUST

2. In consideration of the premises the Settlor hereby declares that the Trustee shall and the Trustee hereby accepts that it will henceforth stand possessed of the Trust Fund and of the income thereof upon the Trust and with the powers and subject to the provisions of this Deed.
3. The Settlor hereby grants to the Trustee the sum of Ten Dollars (\$10.00) UPON TRUST for the Kimberley Sustainable Development Charitable Trust ("*the Trust*") which is hereby founded for the charitable objects of relieving the poverty, disadvantage, destitution, distress, dispossession, suffering and dispersal of the Aboriginal people of the Kimberley Region of Western Australia, overcoming their ill-health, sickness, lack of education, housing, employment, economic opportunity and suffering including the provision of financial assistance, housing, health care services and facilities, transportation and communication services, education, training, employment and economic development support and for, amongst other things, the promotion, maintenance, preservation and sustainable development of Aboriginal Law and the heritage, language and culture of the Aboriginal people of the Kimberley Region of Western Australia (hereinafter called "*the Charitable Objects*").
4. The Trustee may from time to time accept grants, settlements, compensation and other payments relating, amongst other things, to the native title rights and interests of the Aboriginal people of the Kimberley Region of Western Australia and may accept gifts, assignments, grants or payments of any money or real or personal property on the Trust created by this Deed which shall form part of the Trust Fund and that accordingly "*the Trust Fund*" shall mean and include the following property, namely:
 - (a) The sum granted by this Deed to the Trustee on Trust;

- (b) i) Any other capital monies and property received by the Trustees to be used upon terms applicable to the Trust Fund, and
 - (ii) any capital gifts of money and property made for the principal purpose of the trust is to be placed in a gift fund set up as a separate fund from the general trust fund
- (c) All accumulation of income of the Trust Fund;
- (d) The authorised investments from time to time made by the Trustee using the Trust Fund and the assets representing those investments.
- (e) Surplus Funds generated through the commercial dealings of the Trustee with any individuals, corporations or incorporated bodies including Prescribed Body Corporate(s) that meet the Charitable Objects of this Deed.

THE TRUST FUND

5. The Trustee shall stand possessed of the capital property and income of the Trust Fund UPON TRUST that the Trustee shall from time to time pay or apply the income and at any time or times pay, or use, or apply the whole or any part or parts of the capital of the Trust Fund for such charitable objects as the Trustee should from time to time determine PROVIDED ALWAYS THAT:
- (a) The Trustee in considering the exercise of its powers and discretions shall have regard to any wishes expressed or policy issued by the Traditional Owners or a Prescribed Body Corporate for the Traditional Owners or its successors, for the application and distribution of the Trust Fund;
 - (b) The Trustee may accumulate such part of the income of the Trust Fund and apply it as the Trustee considers necessary to acquire investments authorised by this Deed or to meet the obligations and liabilities of the Trust Fund in respect of any investments for the purpose of enabling the Trust Fund to generate income to meet the Charitable Objects and to hold the accumulations as part of the Trust Fund;
 - (c) Notwithstanding anything contained in this Deed the Trustee shall have power to accept any money or other assets which may be transferred to it as Trustee and to hold the same UPON TRUST for any particular Charitable Object or objects as the transferor may at the time specify in writing and to which the Trustee may agree.

TRUSTEE'S DISCRETIONS

6. (a) The Trustee may permit the Trust Fund to be held or invested or sell or call in or convert the same or any part of it into money and shall in its like discretion invest the money and all cash requiring investment in the name or under the control of the Trustee in any of the investments authorised by this Deed or the law and with full power from time to time at the Trustee's discretion to vary and exchange any investment for similar investments;
- (b) The Trustee shall be responsible for carrying out and promoting the Charitable Objects and for the conduct of the Trust and for the management of the Trust Fund in such a manner as the Trustee shall think appropriate but subject always to the provisions of this Deed;

- (b) Any other capital monies and property received by the Trustee to be used upon the terms applicable to the Trust Fund;
- (c) All accumulation of income of the Trust Fund;
- (d) The authorised investments from time to time made by the Trustee using the Trust Fund and the assets representing those investments.
- (e) Surplus Funds generated through the commercial dealings of the Trustee with any individuals, corporations or incorporated bodies including Prescribed Body Corporate(s) that meet the Charitable Objects of this Deed.

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- (a) The Trustee in considering the exercise of its powers and discretions shall have regard to any wishes expressed or policy issued by the Traditional Owners or a Prescribed Body Corporate for the Traditional Owners or its successors, for the application and distribution of the Trust Fund;
 - (b) The Trustee may accumulate such part of the income of the Trust Fund and apply it as the Trustee considers necessary to acquire investments authorised by this Deed or to meet the obligations and liabilities of the Trust Fund in respect of any investments for the purpose of enabling the Trust Fund to generate income to meet the Charitable Objects and to hold the accumulations as part of the Trust Fund;
 - (c) Notwithstanding anything contained in this Deed the Trustee shall have power to accept any money or other assets which may be transferred to it as Trustee and to hold the same UPON TRUST for any particular Charitable Object or objects as the transferor may at the time specify in writing and to which the Trustee may agree.

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6. (a) The Trustee may permit the Trust Fund to be held or invested or sell or call in or convert the same or any part of it into money and shall in its like discretion invest the money and all cash requiring investment in the name or under the control of the Trustee in any of the investments authorised by this Deed or the law and with full power from time to time at the Trustee's discretion to vary and exchange any investment for similar investments;
- (b) The Trustee shall be responsible for carrying out and promoting the Charitable Objects and for the conduct of the Trust and for the management of the Trust Fund in such a manner as the Trustee shall think appropriate but subject always to the provisions of this Deed;

Amended by Resolution 11/10/2004

- (c) The Trustee may constitute a new charitable company, institution, trust or body for any Charitable Objects and pay or transfer income or capital to such charitable company, institution, trust or body and in doing so may include any provision which can lawfully be included in a charitable scheme;
- (d) Any reference in this clause to a charitable company, institution, trust or body is a reference to one whose purposes are charitable within the legal meaning of the word “charitable” and which has been approved as such by the Commissioner for Taxation.
- (e) The Trustee may appoint other directors and advisors to the Trustee at any time subject to such appointees being firstly approved by the executive committee of Kimberley Land Council Aboriginal Corporation.
- (f) The Trustee may accept or refuse requests by Beneficiaries for distribution of the Trust Fund subject to the terms and conditions of this Deed.

TRUSTEE’S POWERS IN FURTHERANCE OF CHARITABLE OBJECTS

7. The Trustee shall have all the powers of an absolute beneficial owner of the Trust Fund together with full power to do all acts and things as may be necessary or proper for the purpose of carrying out the functions and Charitable Objects of the Trust and the Trustee shall have the following powers, which are given in addition to and not in derogation of the powers by law or equity vested in the Trustee:

To receive donations

- (a) Power to take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the Trust Fund by donations, annual subscriptions or otherwise.

To receive gifts of property

- (b) Power to take any gift of property whether subject to any special trust or not, for any one or more of the Charitable Objects PROVIDED THAT in case the Trustee shall take or hold any property which may be subject to any trusts, the Trustee shall only deal with the property in the manner allowed by law having regard to such trusts.

To make payments

- (c) Power to make any payment to any person, body corporate or corporation.

To purchase or lease land or personal property

- (d) Power to purchase, take on lease or otherwise acquire an interest in land or money on the security of any real or personal property (including particular power to acquire any property and any rights or privileges over property the acquisition or enjoyment of which shall be conducive or expedient for the promotion of one or more of the Charitable Objects or any of them for occupation or use for the purpose of the management or administration of the Trust), whether or not the property shall be of a lasting nature or an income producing nature and whether or not the property shall involve liabilities.

To lend monies

- (e) Power to lend any moneys for the time being subject to the terms of this Deed to any person or body of persons corporate or unincorporated, upon such terms as to interest and security and other conditions as the Trustee shall think proper.

To deal with Trust assets

- (f) Power to sell, construct, develop, exchange, let, manage, mortgage, license or otherwise deal with or concur in dealing with any asset in the Trust Fund and to pay rent, rates, taxes, expenses and outgoings on, and to expend moneys on the maintenance, repair, improvement, alteration and insurance of any asset as the Trustee shall think fit.

To make investments

- (g) Power to invest or apply the Trust Fund in the purchase of shares, stocks, units, bonds, mortgages, debentures, funds, securities, other investments or property of whatever nature and wherever situated and whether involving liability or not and whether producing income or not or upon such credit with or without security and whether or not subject to payment of interest as the Trustee shall in its absolute discretion think fit, including (but without prejudice to the generality of the foregoing) any effecting, maintaining, exchanging, converting, surrendering or otherwise dealing with any policy or policies of insurance or assurance to the intent that the Trustee shall have the same full and unrestricted powers of investing and transposing investments and laying out money in all respects as if it was absolutely entitled thereto beneficially together with power to invest the moneys of the Trust not immediately required for its purposes in or upon investments, securities or policies determined by the Trustee.

To deposit Trust monies and titles with a bank or trust company

- (h) Power to permit any moneys, shares, stocks, units, bonds, mortgages, debentures, certificates or other securities for money (whether in the case of any securities they are to bearer or transferable by delivery only) or documents of title to real or personal property for the time being subject to the terms of this Deed, to be and remain deposited with any bank or trust company and to permit any investments, securities or other real or personal property interest therein which shall be subject to the terms of this Deed to be and remain invested in the name of the Trustee upon such terms as to remuneration and in all other respects as the Trustee in its absolute discretion thinks proper with powers to permit any such bank or trust company to manage the property so deposited or invested.

To discharge liabilities

- (i) Power to discharge any liabilities affecting real or personal property including but not limited to affecting leasehold or other property of a wasting or onerous nature.

To vest land for sale

- (j) Power to vest any land which may be acquired for any of the purposes of this Deed (including its enjoyment in kind) in the Trustee upon trust for sale with power to postpone sale or to direct that such lien be held by person or persons and in such manner as the Trustee may think fit.

To occupy Trust property

- (k) Power to occupy or use or permit to be occupied or used for the purposes of the terms of this Deed, the whole or any part of any property which is comprised in the Trust Fund and in the case of occupation or use otherwise than by the Trustee to permit occupation for any period or periods and either free or in consideration of any rent or other payment and generally upon terms and conditions and subject to stipulations and provisions which the Trustee shall determine.

To insure Trust property

- (l) Power to insure against loss or damage by fire or from any other risks any property for the time being comprised in the Trust Fund to any amount and to pay the premiums out of the income or capital of the Trust Fund or the property itself and any money received by the Trustee under a policy of insurance shall be treated as if it were the proceeds of sale of the property insured.

To acquire property of other charitable organizations

- (m) Power to purchase or otherwise acquire and lawfully take over any part of the property, assets, liabilities and engagements of any charitable company, institution, trust or body having objects similar to or including all or some of the Charitable Objects.

To use Trust Fund for business or trade

- (n) Power to use the Trust Fund or any part of it for the purposes of carrying on either alone or in partnership with any other person, firm or company, any business or trade. The Trustee shall not be under any liability in respect of any loss of capital or income of the Trust Fund arising out of the carrying on of any business except to the extent of its liability provided for in this Deed.

To act as trustee of other charitable trusts

- (o) Power to act as trustee and to undertake and execute any charitable trust which may lawfully be undertaken by the Trustee to further the Charitable Objects and to perform any services in connection with the Charitable Objects gratuitously or otherwise.

To borrow or raise monies

- (p) Power to borrow or raise moneys for the purpose of the Trust with or without security on terms and in the manner the Trustee shall think fit.

To draw cheques and other financial instruments

- (q) Power to make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.

To sue and defend legal proceedings

- (r) Power to institute and defend proceedings at law or in equity and to proceed to final determination or to settle, compromise or submit the proceedings to mediation or arbitration.

To employ and remunerate persons and others

- (s) Power to employ and remunerate (including reimbursement of reasonable expenses) any person or persons, corporation, firm, society, association or other body as an officer, employee, director or agent of the Trust to transact any business required to be done in pursuance of the terms created by this Deed, including the day to day management of the affairs of the Trust and the receipt and payment of money and the Trustee shall not be responsible for the defaults or omissions of any person or corporation, firm, society, association or other body occasioned by their employment except to the extent of its own liability provided for in this Deed.

To provide superannuation for employees

- (t) Power as employers of staff to make all reasonable and necessary provision for their welfare or other benefits and for the payment of superannuation to and on behalf of employees and their husbands, wives, widows, widowers, de facto's and dependants.

To incorporate other companies

- (u) Power to incorporate any company to be established for exclusively Charitable Objects and purposes either general or particular and to pay or transfer to any such company any part or parts of any assets comprised in the Trust Fund and in such event receipt of that company shall be a full discharge to the Trustee.

To discharge debts of companies formed

- (v) Power to discharge any debt or debts of any company so established or to undertake with the company to discharge the debt or to assume or undertake jointly or severally with any company liability for any debts of the company whether by way of guarantee, indemnity or otherwise and generally upon terms which limit liability, time or payment and otherwise as the Trustee in its absolute discretion shall think fit and to give security by mortgaging or charging in any manner the Trust Fund or any part or parts of it or any asset comprised in the Trust.

To enter into arrangements with governments and authorities

- (w) Power to enter into any arrangement with any Government or authority (Federal, State, Municipal, Local, Regional or otherwise), or with any charitable company, institution, trust or body that may seem conducive to the Charitable Objects or any of them and to obtain from any Government or authority, charitable company, institution, trust or body any rights, privileges and concessions which the Trustee may think is desirable to obtain; and to carry out, exercise and comply with any arrangement, rights, privileges and concessions entered into or obtained.

To make rules for Trust management

- (x) Power (subject always to the provisions of this Deed) to make rules and regulations for the management and government of the Trust and for the administration of the Trust Fund as the Trustee shall think fit and from time to time add to, amend, vary or revoke or replace any rule and regulation.

To subdivide and deal with land and property

- (y) Power to partition or agree to partition or to subdivide or agree to the subdivision of any land or other property or interest which may be subject to the trusts created by this Deed and to pay any money in proportion to the share of the property obtained.

To do incidental things

- (z) Power to do any other things which shall benefit any of the above objects and generally to provide or promote the provision of facilities ancillary to or calculated to promote or fulfil the Charitable Objects for which this Trust is created and to carry out those ancillary purposes in order to further the charitable purposes of the Trust.

8. Each of the Trustee's powers shall be independent and shall in no way be limited or restricted by reference to or inference from the terms of any of the other powers specified in this Deed.

- (a) It shall be lawful for the Trustee by deed or deeds:
- (i) to vary or extend the provisions of this Deed and generally to declare new or further charitable trusts affecting the Trust Fund to further the Charitable Objects PROVIDED THAT

- A. No alteration shall be made which would cause the Trust to cease to be a charity according to the laws of Western Australia; and
 - B. The Trustee shall be expressly empowered to modify or vary the trusts and powers declared by this Deed if and insofar as they may be required for the purpose of obtaining exemption for the income of the Trust Fund under the *Income Tax Assessment Act 1936 (Cth.)* as amended from time to time or any replacement or re-enactment of that Act or any provision of that Act relating to charities;
 - (ii) to terminate any of the trusts or to revoke or terminate all of the terms of this Deed and to pay or apply the whole of the Trust Fund then remaining to or for the benefit of any Charitable Objects and the Aboriginal people of the Traditional Country.
- (b) If at any time it shall appear to the Trustee that either by reason of change in the law affecting the administration of charities or trusts or changes in social, economic or political conditions or by reason of any defect or omission in the provisions of this Deed or for the better pursuit of the Charitable Objects, the Trustee should possess any further or other administrative powers which the Trustee does not have, it shall be lawful for the Trustee by deed or deeds to supplement or alter or amend the provisions of this Deed so as to confer on the Trustee further or other administrative power.

To determine capital and income of the Trust

- (c) To determine whether any real or personal property or any increase or decrease in amount or number or value of any property or holdings or any receipts or payments, gains or losses from or in connection with any real or personal property shall be treated as credited or debited to the capital or income and generally to determine all matters as to which any doubt, difficulty or question may arise in relation to the execution of the trusts and powers of this Settlement; and every determination of the Trustee in relation to any of those matters whether made upon a question formally or actually raised or implied in any of the acts or proceedings of the Trustee in relation to the Trust Fund shall bind all parties interested in the Trust Fund and shall not be objected to or questioned on any ground whatsoever.

To take legal advice

- (d) To take and act upon the opinion (given in writing) of a Barrister or Solicitor practising in any State or Territory of Australia where the Trust Fund or any part of the Trust Fund may be invested in relation to the interpretation or effect of this Deed or any other document or statute or as to the administration of the Trust without being liable to any of the persons beneficially interested in respect of any act done by the Trustee in accordance with that opinion provided that the Trustee may apply to an Australian court of law if it should think it necessary to do so.

To delegate or appoint attorneys

- (e) The Trustee may at any time in writing delegate the exercise of any of the powers or discretionary authorities conferred upon the Trustee and execute any powers of attorney or other instruments necessary for the exercise of any of the Trustee's powers or discretions.

Directors of Trustees not personally liable for acts of others except for fraud or bad faith

- (f) Subject to any liability in tort provided by this Deed, no director of the Trustee shall personally be liable for the consequences of any error whether of law or of fact on the part of the Trustee, its officers, employees or agents or legal or other advisers or any director or officeholder of the Trustee (being a company) unless it shall be proved to have been committed or made or omitted in fraud or bad faith by the director or person(s) sought to be held liable and accordingly all persons or objects claiming any beneficial interest in, over or upon the property subject to this Settlement shall be deemed to take with notice of and be subject to the protection hereby conferred.

Trustee may be indemnified

- (g) The Trustee shall not in any circumstances be entitled to indemnity, reimbursement or recompense from the Beneficiaries or any Charitable Object if acting in good faith but shall be entitled to be indemnified out of the Trust Fund in respect of all liabilities incurred relating to the execution of any powers, duties, authorities or discretions vested under the provisions of this Deed and in respect of all actions, proceedings, costs, claims and demands relating to any matter or thing done or omitted to be done concerning the Trust Fund.

TRUST FUND FOR CHARITABLE PURPOSES ONLY

9. The income and property of the Trust Fund are to be applied solely for the promotion of the Charitable Objects in accordance with the provisions of this Deed and no portion of the Trust Fund shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the shareholders of the Trustee provided that nothing herein shall prevent the payment in good faith of remuneration, benefit or superannuation permitted by this Deed to an officer, employee, director, or shareholder of the Trustee in return for any services actually rendered to the Trustee or expenses reasonably incurred by any of them in the management or administration of the Trustee or reasonable and proper rental for any premises leased to the Trustee.

ON WINDING UP TRUST FUNDS MUST GO TO CHARITABLE OBJECTS

10. i) If the Trust is wound up its assets shall be applied exclusively for a charitable purpose of providing money, property or benefits to the Aboriginal people of the Traditional Country for the Charitable Objects or to funds, authorities or institutions which will benefit the Aboriginal people of the Traditional Country and are charitable within the legal meaning of the word "charitable" and which have been approved by the Commissioner of Taxation for the purposes of any of the sub-paragraphs of Section 78(1)(a) of the *Income Tax Assessment Act 1936 (Cth.)* or any amendment, replacement or re-enactment thereof.
- ii) If the Trust is wound up or just the gift fund is wound up or the trusts endorsement as a Deductible Gift Recipient revoked any surplus assets in the gift fund or funds, after the payment of liabilities attributed to it, shall be transferred or applied exclusively for the charitable objects of the Gift Fund or Funds, to a fund, authority or institution which will benefit aboriginal people of the Traditional Country and are Deductible Gift Recipients within the legal meaning of the word described in the *Income Tax Assessment Act 1936 (Cth)* or any amendment, replacement or re-enactment and which have current endorsement as a Deductible Gift Recipient. "

TRUSTEE ENTITLED TO BE PAID

11. The Trustee shall be entitled to reimbursement out of the Trust Fund or the income thereof for all reasonable costs, charges and expenses of or incidental to the administration of the Trust.

Directors of Trustees not personally liable for acts of others except for fraud or bad faith

- (f) Subject to any liability in tort provided by this Deed, no director of the Trustee shall personally be liable for the consequences of any error whether of law or of fact on the part of the Trustee, its officers, employees or agents or legal or other advisers or any director or officeholder of the Trustee (being a company) unless it shall be proved to have been committed or made or omitted in fraud or bad faith by the director or person(s) sought to be held liable and accordingly all persons or objects claiming any beneficial interest in, over or upon the property subject to this Settlement shall be deemed to take with notice of and be subject to the protection hereby conferred.

Trustee may be indemnified

- (g) The Trustee shall not in any circumstances be entitled to indemnity, reimbursement or recompense from the Beneficiaries or any Charitable Object if acting in good faith but shall be entitled to be indemnified out of the Trust Fund in respect of all liabilities incurred relating to the execution of any powers, duties, authorities or discretions vested under the provisions of this Deed and in respect of all actions, proceedings, costs, claims and demands relating to any matter of thing done or omitted to be done concerning the Trust Fund.

TRUST FUND FOR CHARITABLE PURPOSES ONLY

9. The income and property of the Trust Fund are to be applied solely for the promotion of the Charitable Objects in accordance with the provisions of this Deed and no portion of the Trust Fund shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the shareholders of the Trustee provided that nothing herein shall prevent the payment in good faith of remuneration, benefit or superannuation permitted by this Deed to an officer, employee, director, or shareholder of the Trustee in return for any services actually rendered to the Trustee or expenses reasonably incurred by any of them in the management or administration of the Trustee or reasonable and proper rental for any premises leased to the Trustee.

ON WINDING UP TRUST FUNDS MUST GO TO CHARITABLE OBJECTS

10. If the Trust is wound up its assets shall be applied exclusively for a charitable purpose of providing money, property or benefits to the Aboriginal people of the Traditional Country for the Charitable Objects or to funds, authorities or institutions which will benefit the Aboriginal people of the Traditional Country and are charitable within the legal meaning of the word "charitable" and which have been approved by the Commissioner of Taxation for the purposes of any of the sub-paragraphs of Section 78(1)(a) of the *Income Tax Assessment Act 1936 (Cth.)* or any amendment, replacement or re-enactment thereof.

TRUSTEE ENTITLED TO BE PAID

11. The Trustee shall be entitled to reimbursement out of the Trust Fund or the income thereof for all reasonable costs, charges and expenses of or incidental to the administration of the Trust.

Amended by resolution 1/10/2004

ACCOUNTS AND AUDIT

12. The Trustee shall cause true and proper accounts of the Trust Fund to be kept and cause such accounts to be audited annually by a qualified auditor and shall furnish to the auditor all receipts, authorisations, vouchers, documents, consents and other information the auditor may request or require for the proper performance of the annual audit of the Trust Fund.

PROPER LAW

13. This Trust is established under the laws of Western Australia and the rights of all parties and the construction and effect of the provisions of this Deed shall be subject to the exclusive jurisdiction of and construed and regulated only according to the laws of Western Australia which shall be the forum of the administration of the Trust.

TRUSTEE'S DISCRETION AND LIABILITY IN TORT

14. (a) No director, officer, officeholder or member of the board or any committee of the Trustee shall be responsible for any loss or damage occasioned by the exercise of any discretion or power conferred on the Trustee by law or this Deed or by failure to exercise any discretion or power or for any loss or damage accruing as a result of concurring or refusing or failing to concur in any exercise of any power or discretion except any power or discretion exercised by the person(s) sought to be held responsible fraudulently or in negligent disregard of the interests of the Beneficiaries.
- (b) Subject to the corporations law, the Trustee may exercise all powers and discretions given by this Deed or by law notwithstanding any person who is a director, officer, officeholder, member of the board or any committee of the Trustee, or shareholder of the Trustee may have interest as a Beneficiary in the exercise or result of the exercise of any power or discretion or may benefit directly or indirectly as a Beneficiary from the exercise of a power or discretion.

TRUSTEE'S RECEIPT

15. The Trustee is authorised to receive capital and other moneys and to give valid and effectual receipts for all purposes and in particular for the purposes of any statutes including the receipt of monies which may be or be deemed to be capital moneys for the purposes of any statute.
 - (a) The receipt of an authorised officer or employee of the Trustee shall sufficiently discharge the Trustee for any payment made to or on behalf of the Trustee.
 - (b) The Trustee may exercise any power, discretion or authority conferred by this Deed in relation to which a method of exercise is not otherwise expressly provided by any of the following methods:
 - (i) by written resolution signed by the directors of the board of directors or any committee on behalf of the Trustee; or
 - (ii) a resolution of the board of directors or any committee of the Trustee or by an ordinary resolution of the Trustee in a general meeting.

DISCLOSURE

16. WITHOUT prejudice to any right of the Trustee under the general law to refuse disclosure of any document, the Trustee shall not be bound to disclose to any person any document disclosing any deliberations of the Trustee relating to the manner in which the Trustee should or might exercise any power or discretion conferred upon the Trustee by this Deed or disclosing the reasons for any particular exercise or non-exercise of any power or discretion or the material upon which the reasons shall be or might have been based.

POWER TO ALTER THE DEED

17. The Trustee may at any time by Deed of Appointment or other deed, revoke, add to, or vary all or any of the terms created by this Deed or the terms created by any variation or alteration or addition made thereto and may by the same or other deed or deeds declare any new or other trust or powers concerning the Trust Fund or any part or parts thereof but so that the law against perpetuities is not thereby infringed and so that any new or other trust, power, discretion, alteration or variation:
- (a) shall not be in favour of or for the benefit of the Settlor or result in any benefit to the Settlor but shall otherwise be for the benefit of the Aboriginal people and any of the Charitable Objects;
 - (b) shall not affect the beneficial entitlement to any amount set aside for any Charitable Object prior to the date of the variation or addition.

DEED IRREVOCABLE

18. EXCEPT as provided in this Deed, the Trust Deed hereby created shall be irrevocable.

CHANGE OF VESTING DAY

19. NOTWITHSTANDING the definition of "*Vesting Day*" in this Trust Deed or anything else contained herein, any disposition made by or pursuant to this Deed or by or pursuant to any power created by or exercised pursuant to this Deed which but for this provision would or

might vest, take effect or be exercisable after the period permitted by the rules of law (whether or not prescribed or modified by statute) applicable to the Trust Fund or any part thereof, such disposition or power shall vest, take effect on or be exercisable only until the last day of the period permitted by the law applicable; and if several laws are applicable the last day of the shortest of the relevant applicable period; and if the provisions of this clause become operative the term "Vesting Day" in this Deed shall be read as the last day of the period permitted by the law applicable.

IN WITNESS of this Deed the Settlor, and the Trustee, have signed, sealed and delivered or set their seals to this Deed the day and year stated in the First Part of the Schedule.

SIGNED SEALED & DELIVERED by the)
said **Craig Anthony Zanker** in the presence)
of:


24/10/02

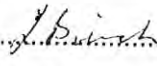


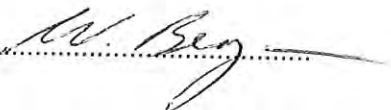
MARIANNA CANNARI
Print name

10 ROSS ST DERBY
Address

ADMINISTRATION OFFICER
Occupation

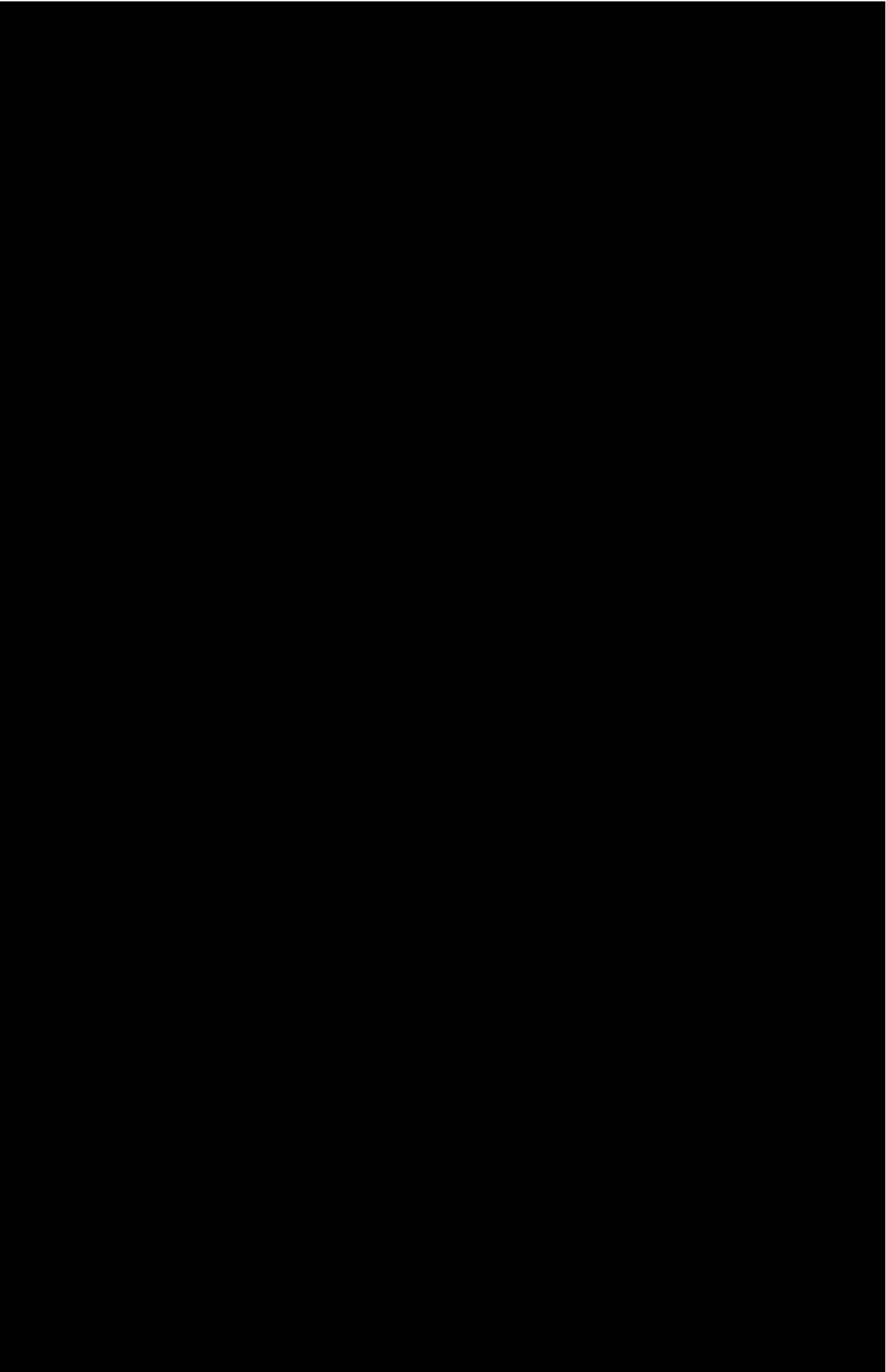
THE COMMON SEAL of the)
Kimberley Sustainable Development Pty)
Ltd (ACN 102 303 855) was hereunto duly)
affixed in the presence of:

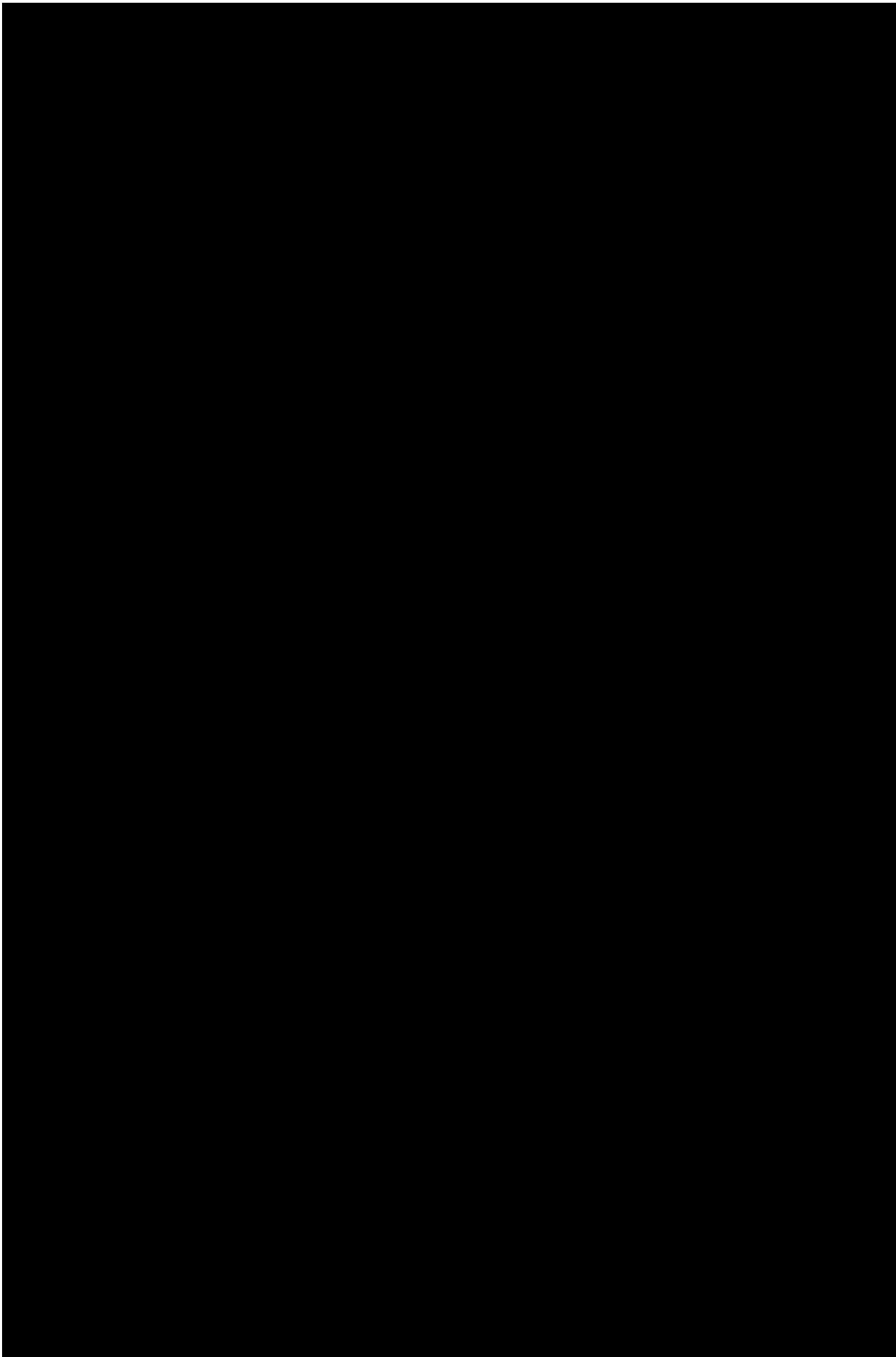
Director:  14/4/02

Secretary: 

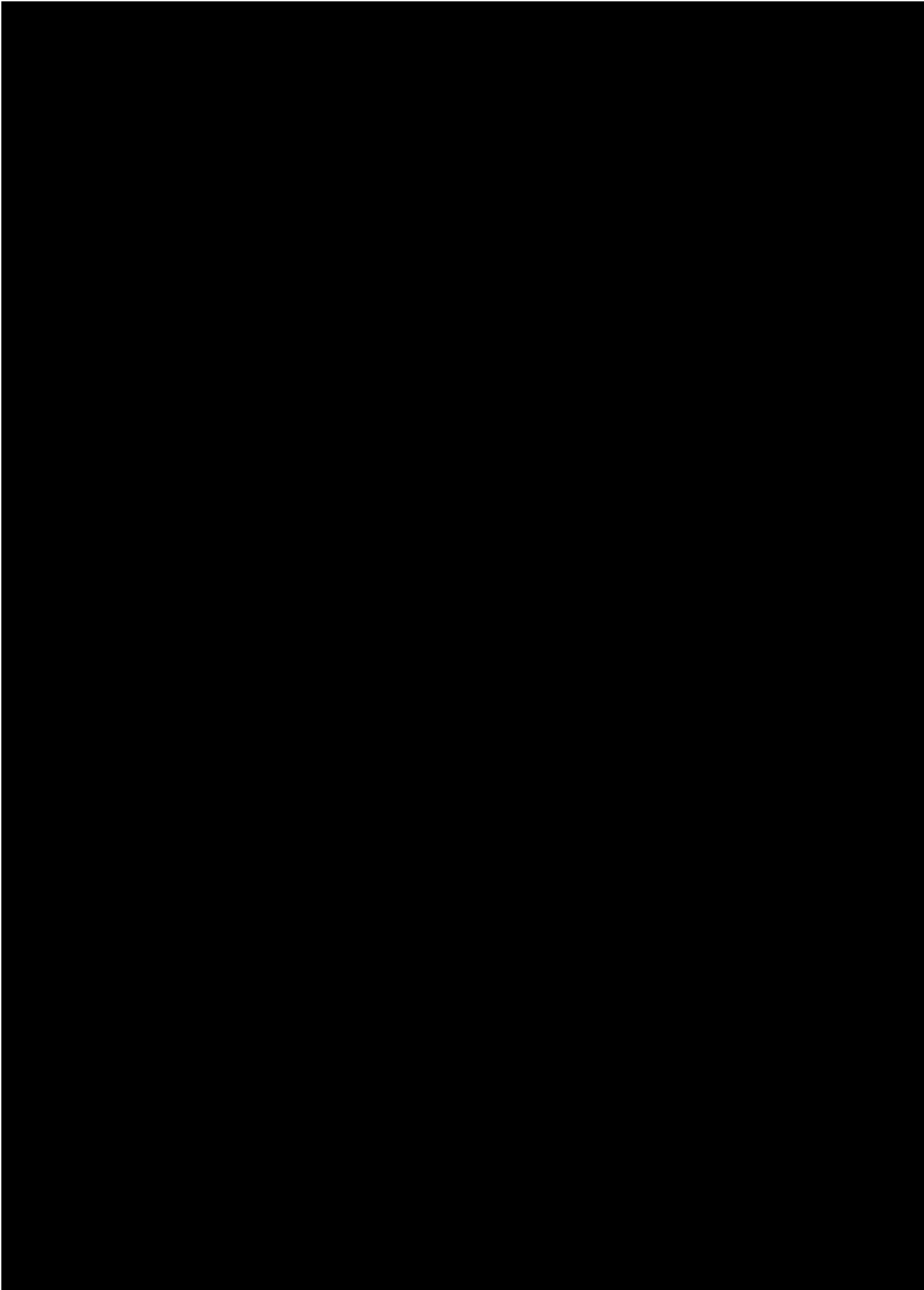


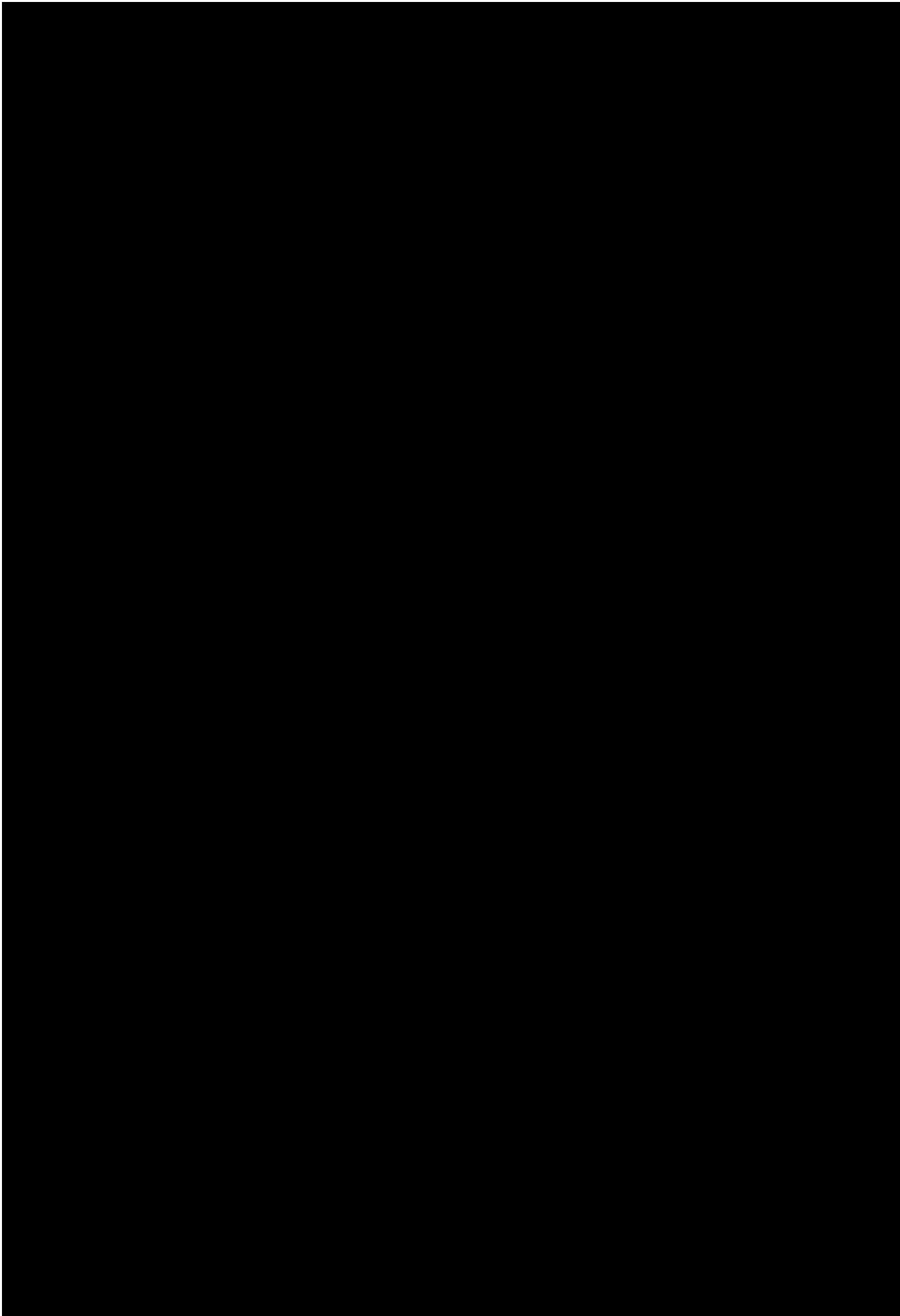
Annexure 9
Kimberley Sustainable Development Charitable Trust
Living Manual

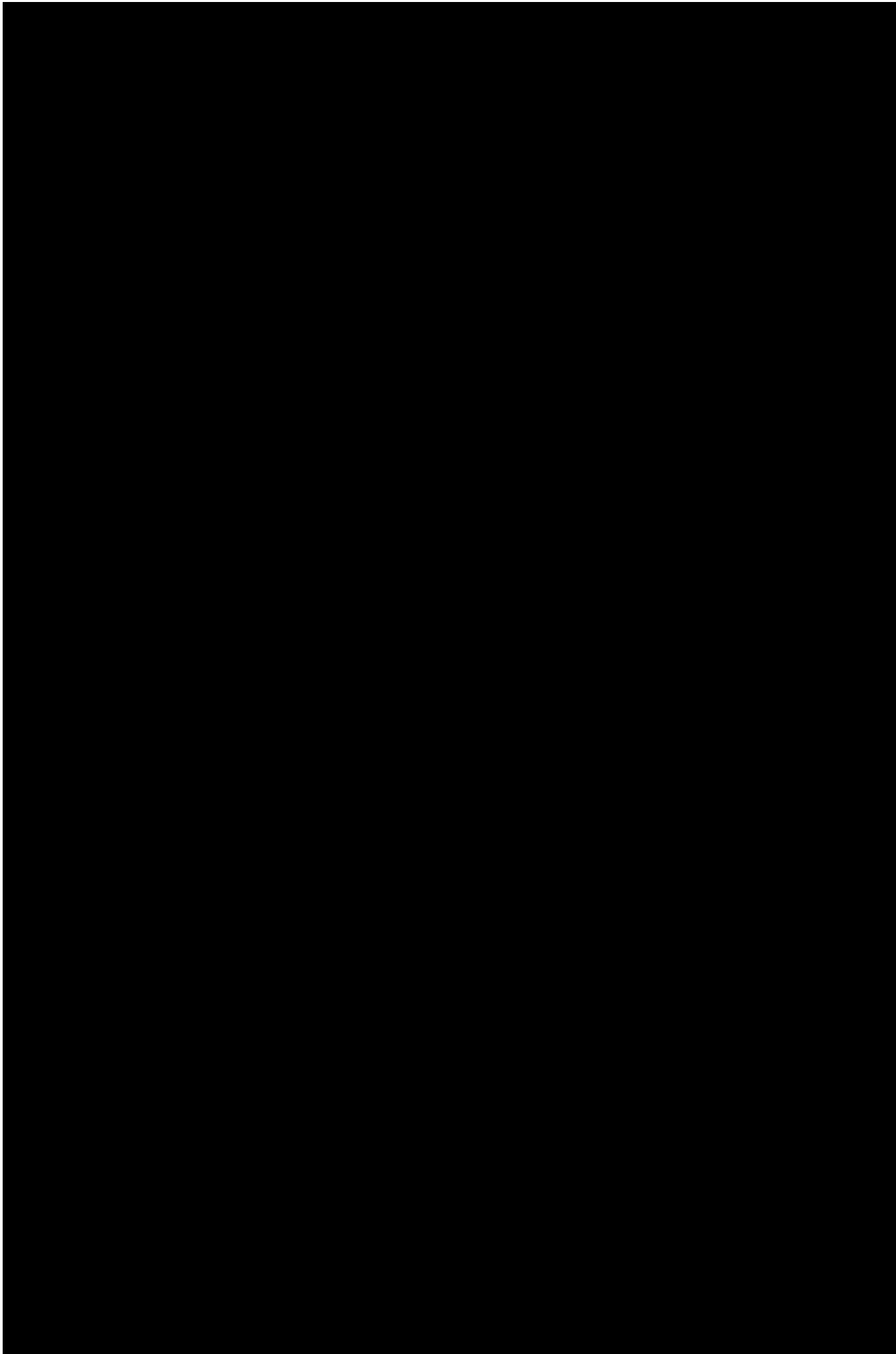


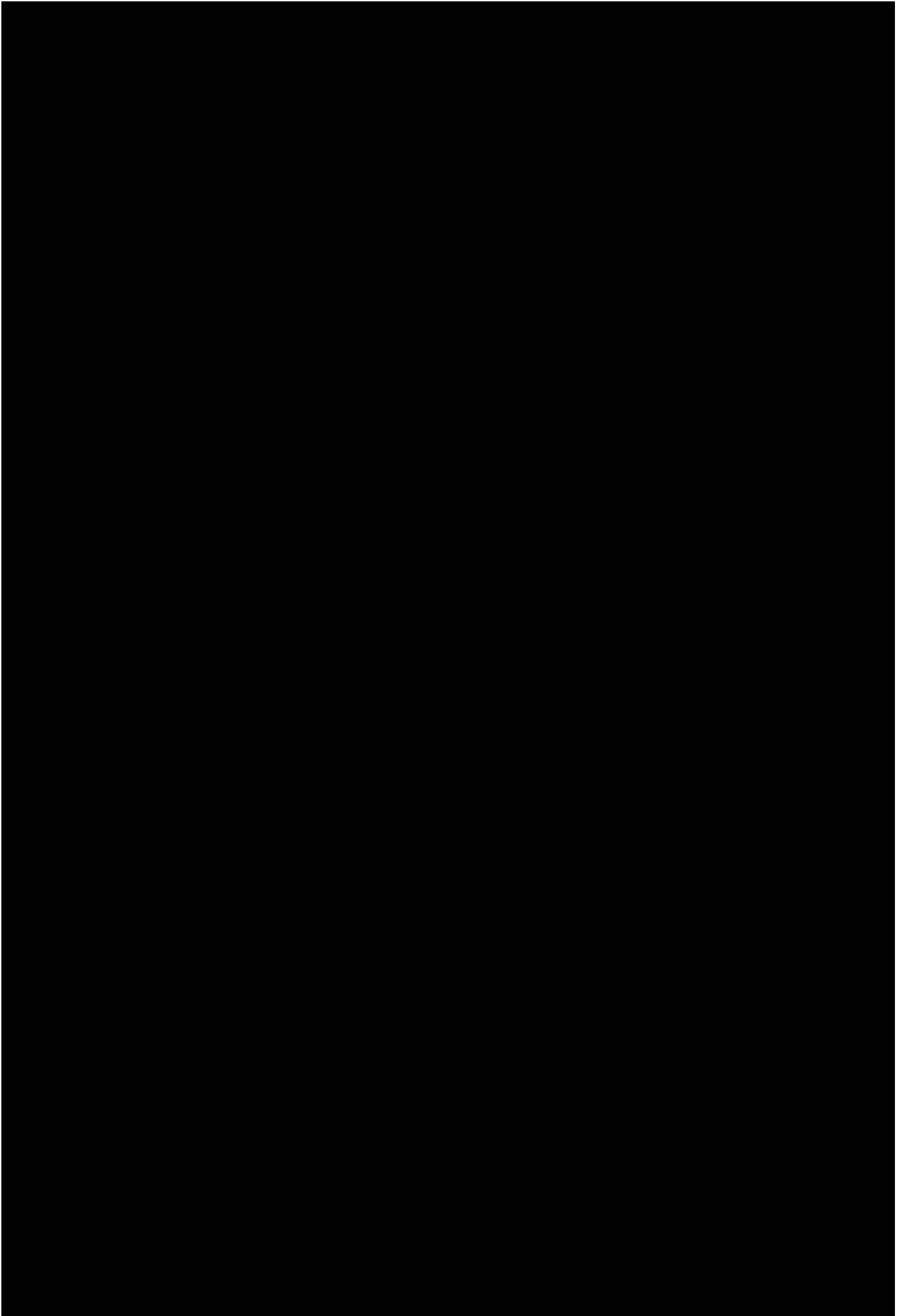


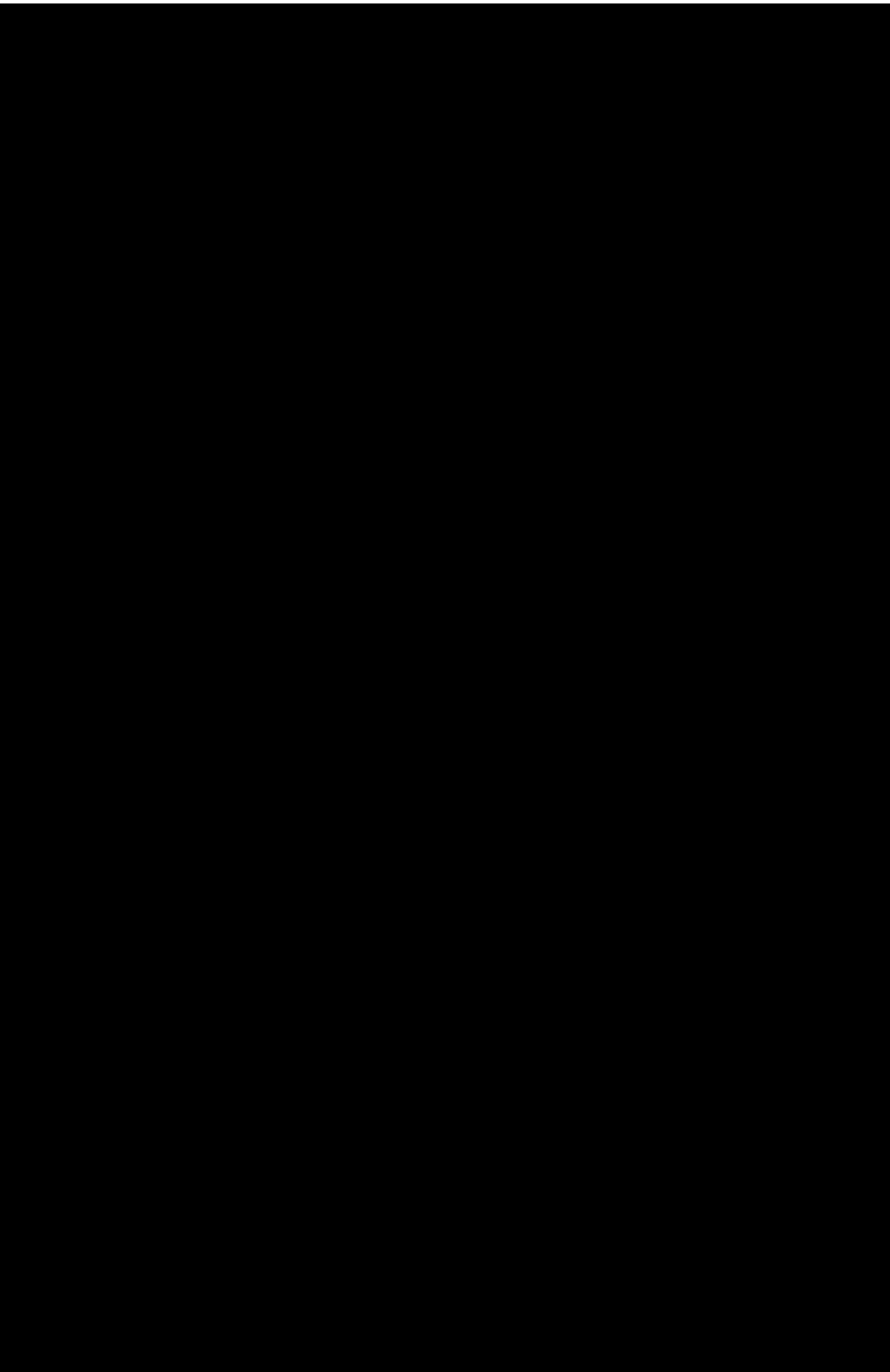


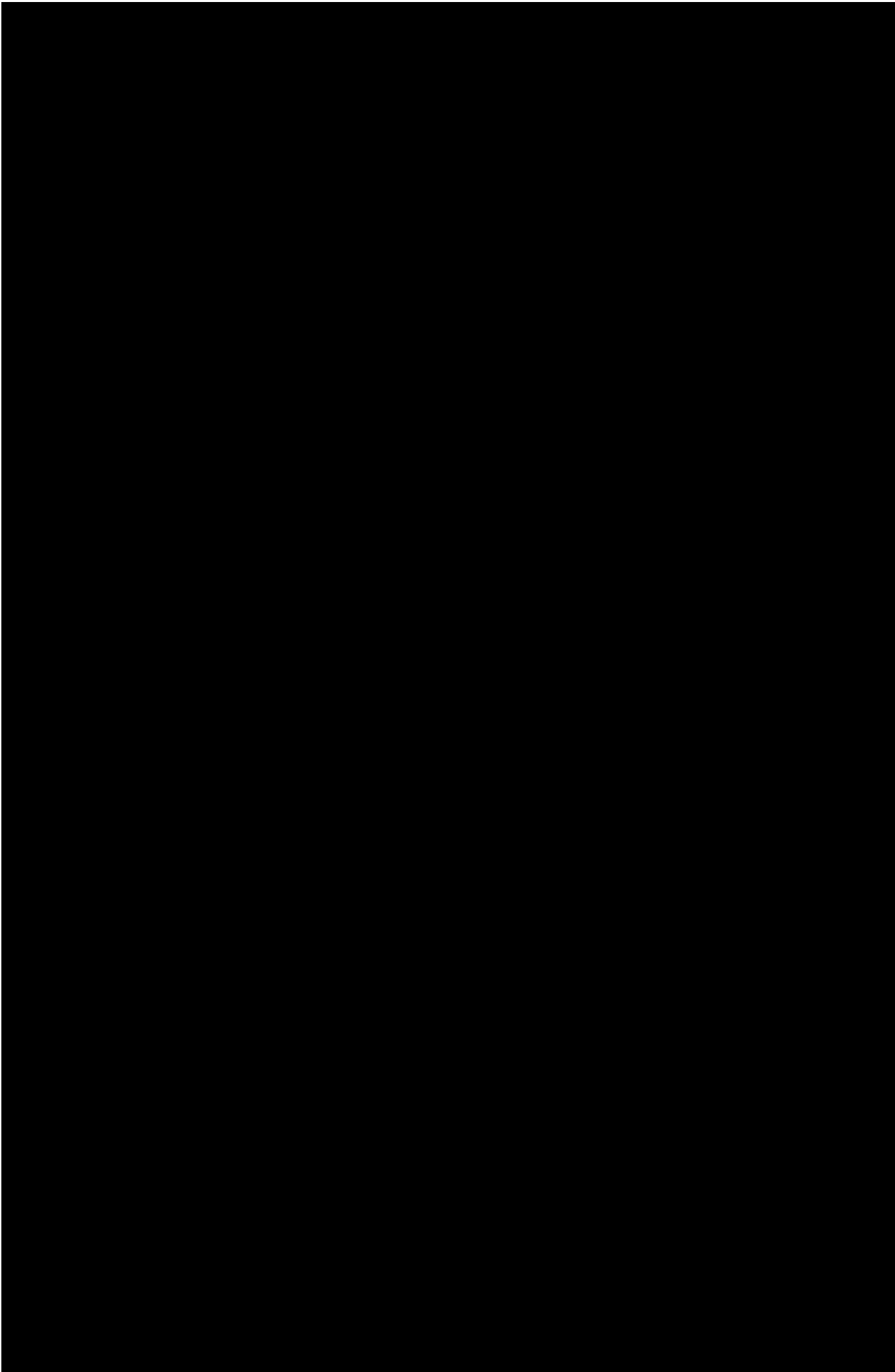


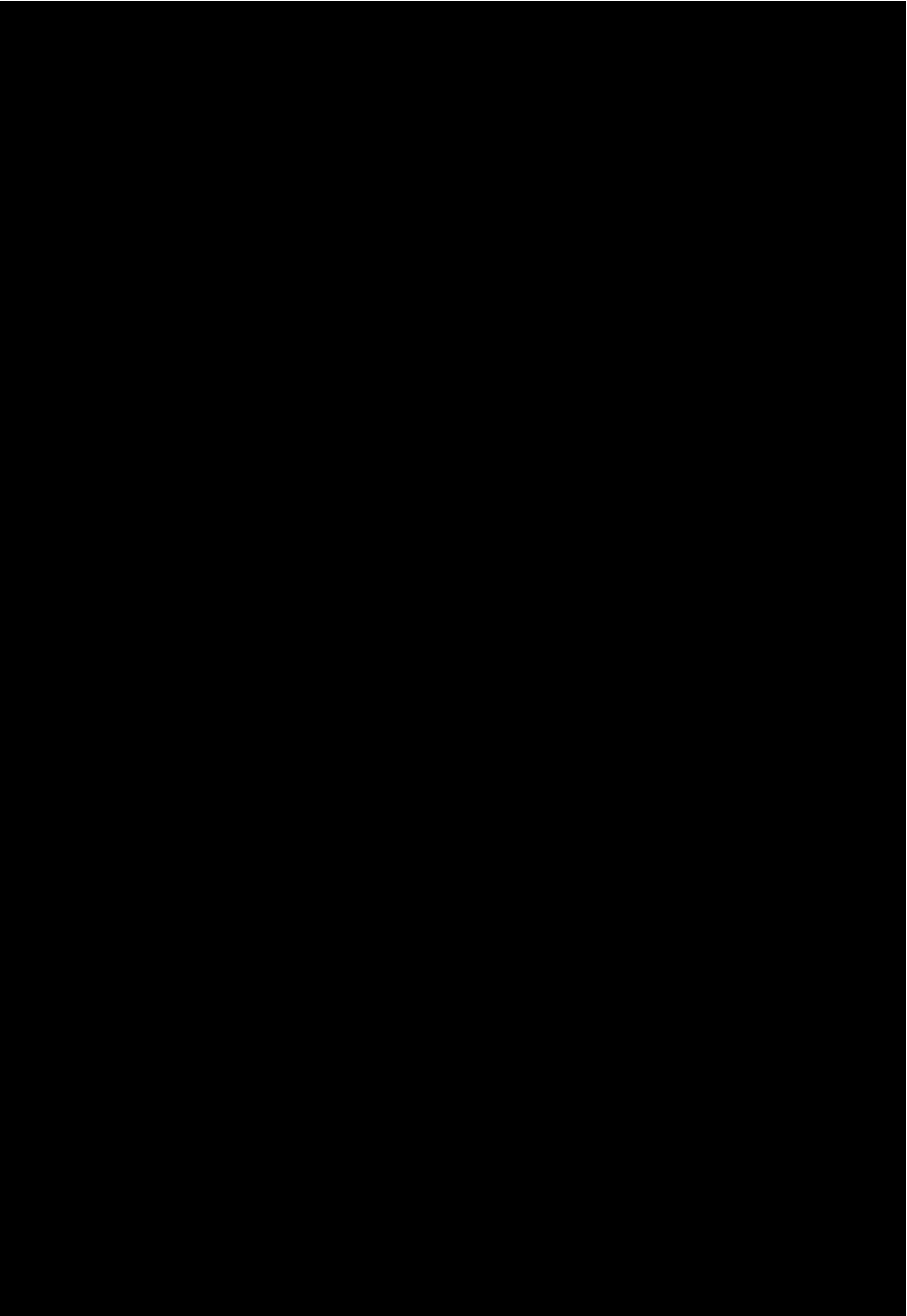


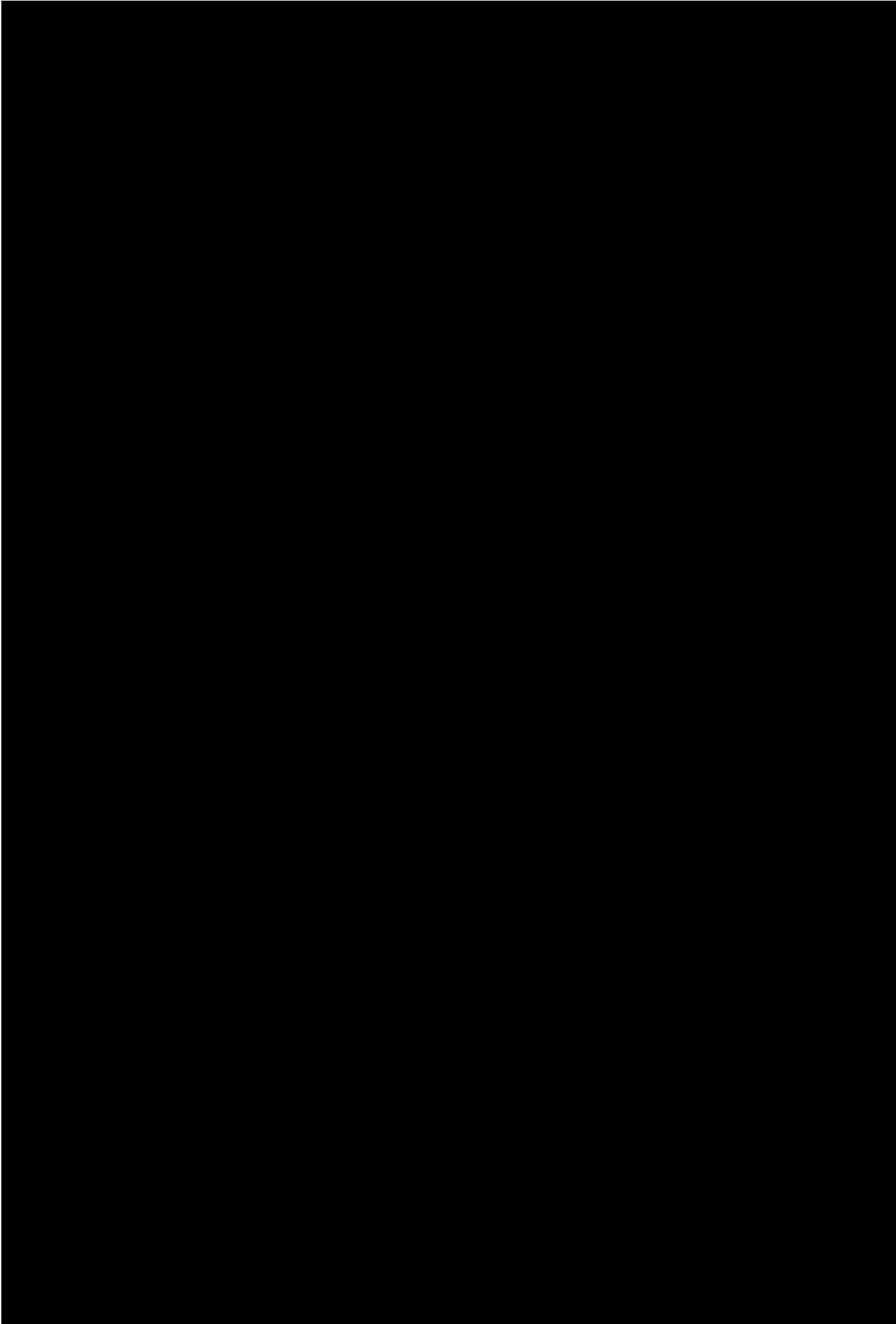


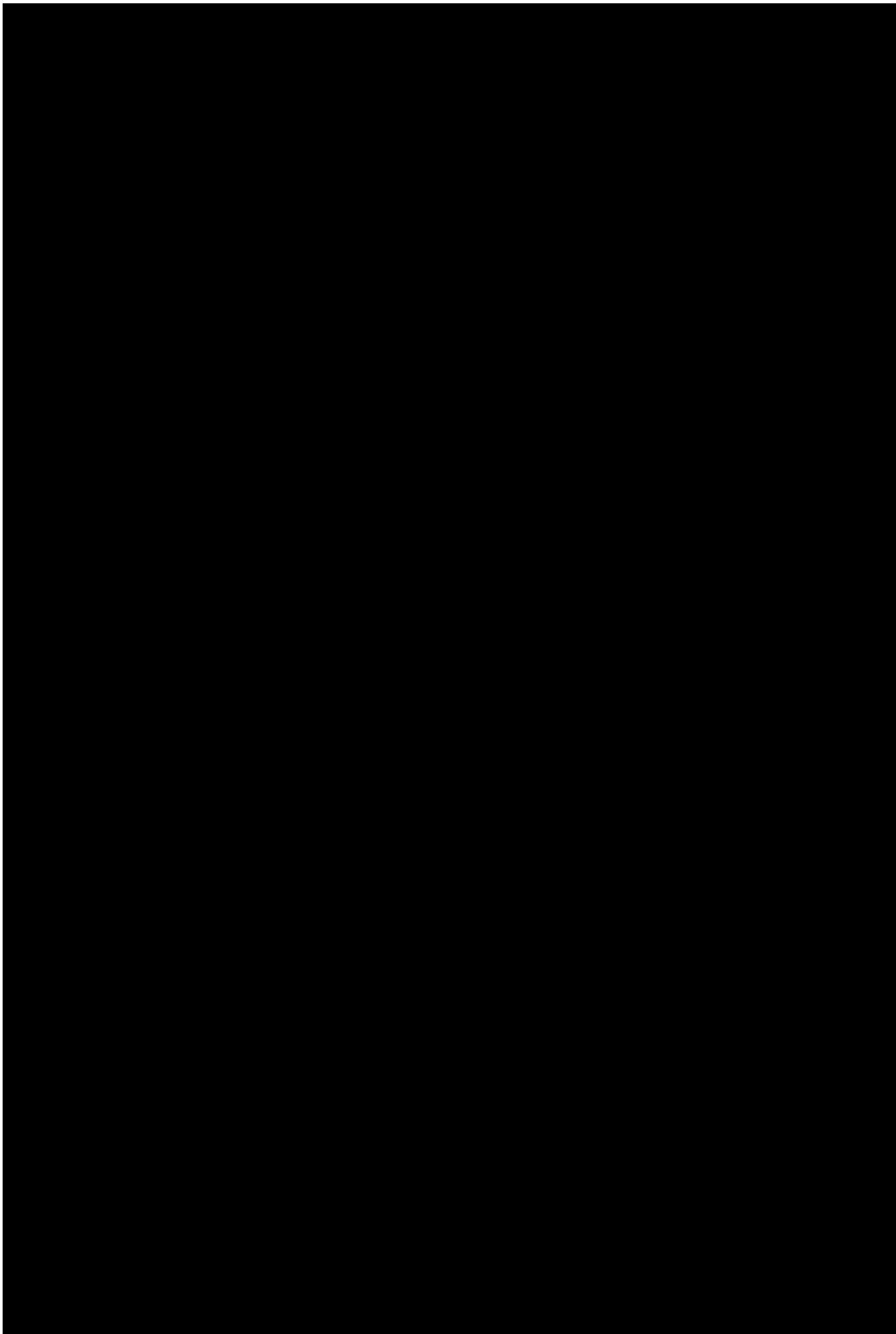


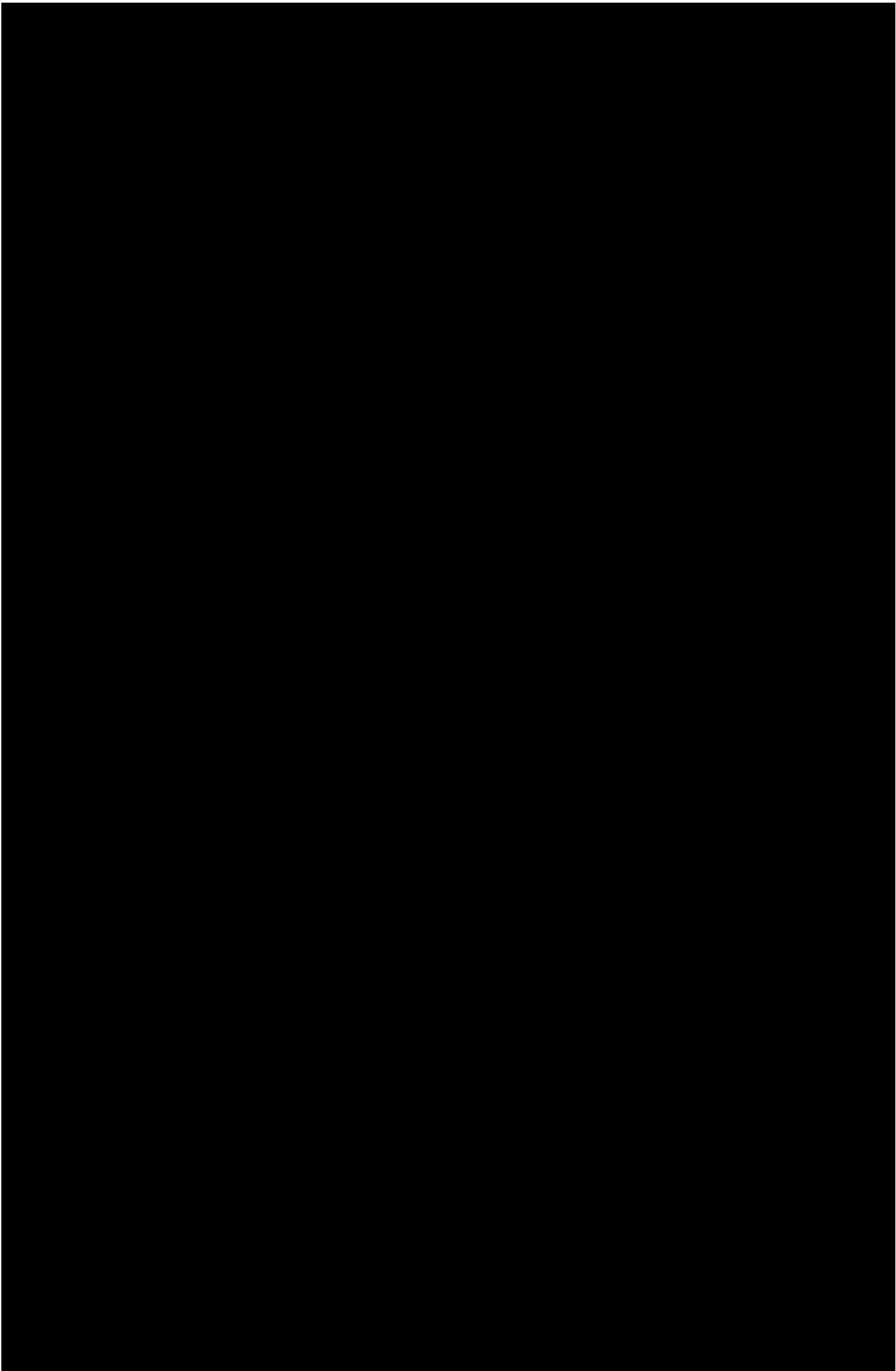


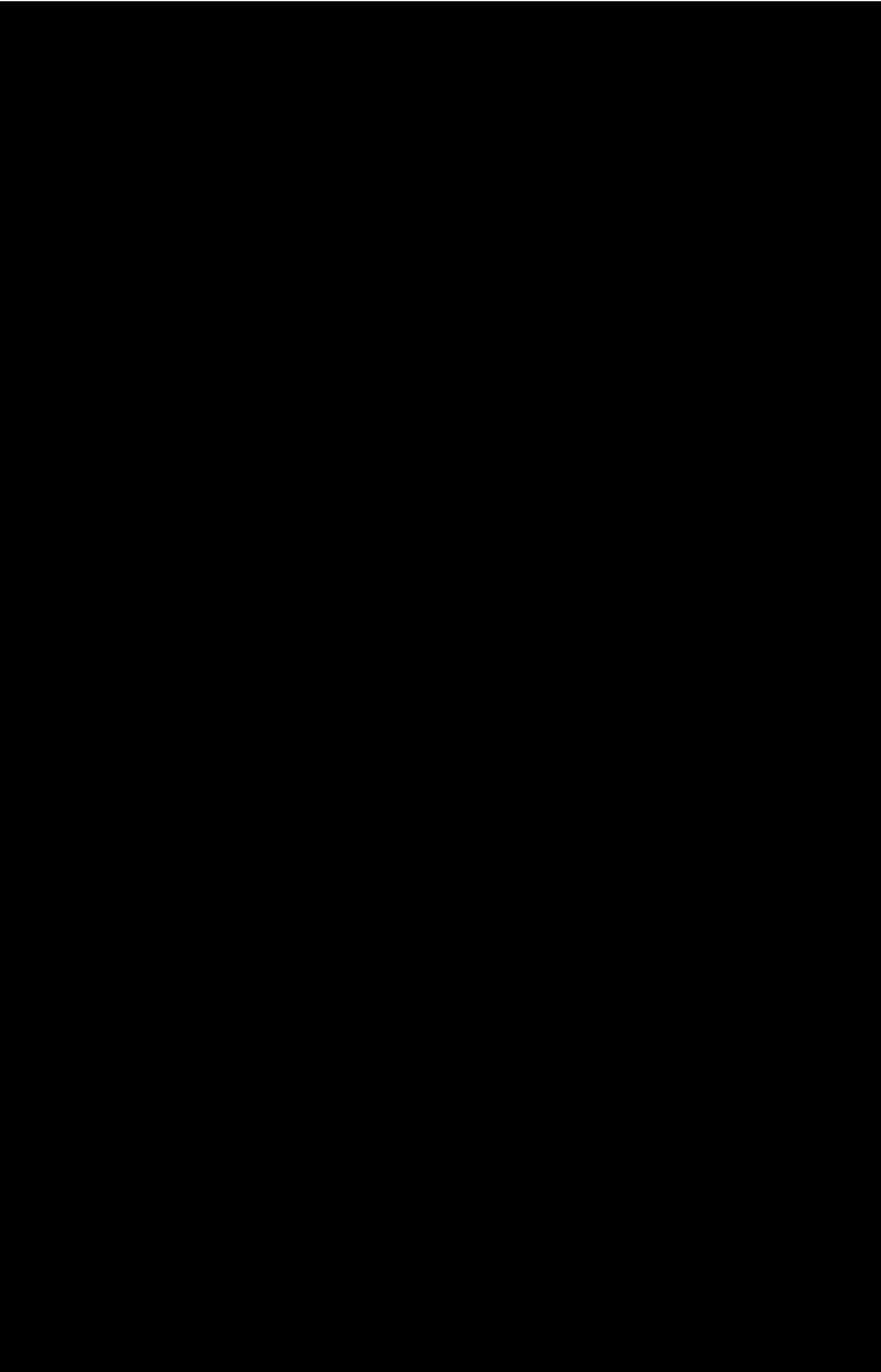


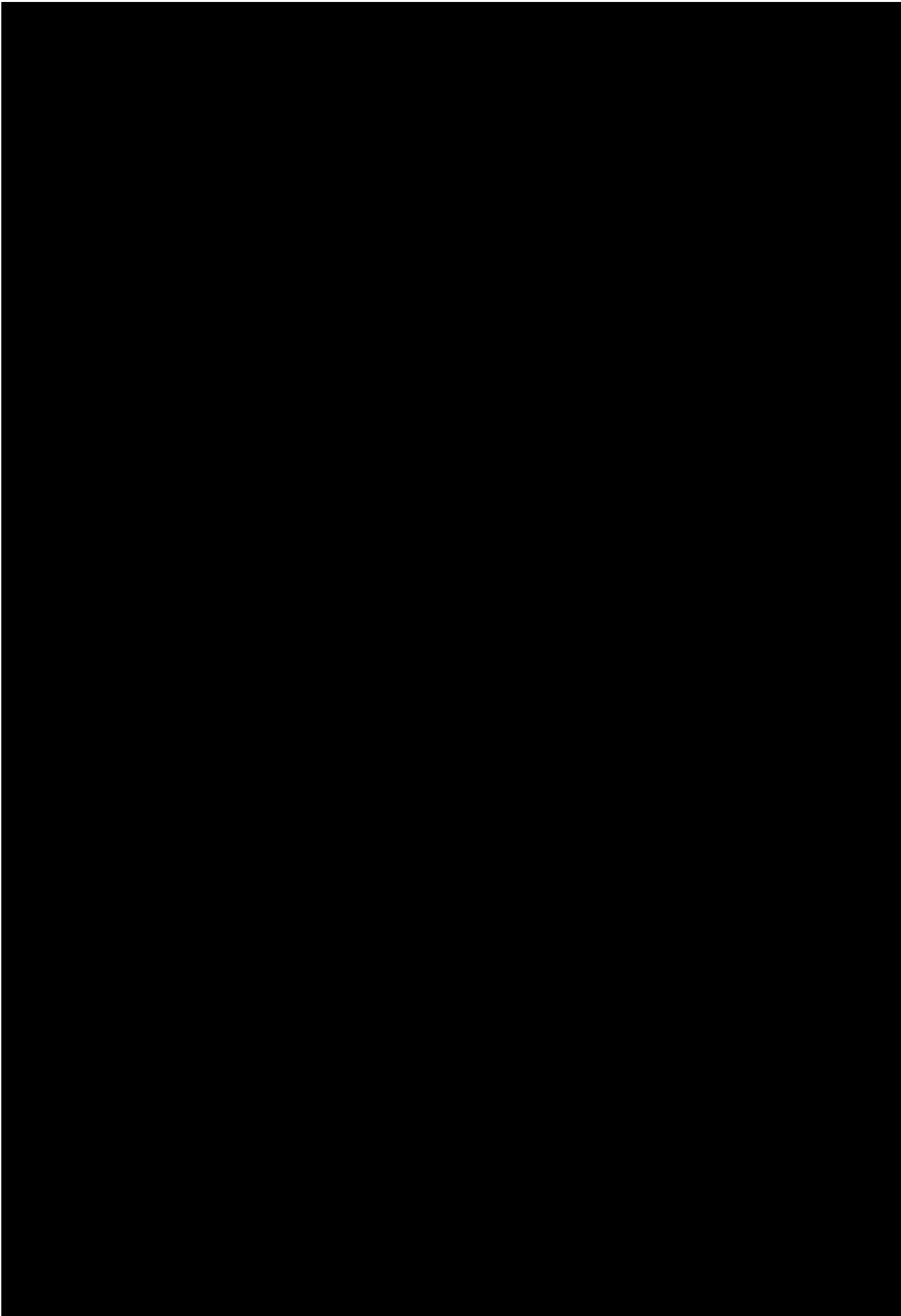


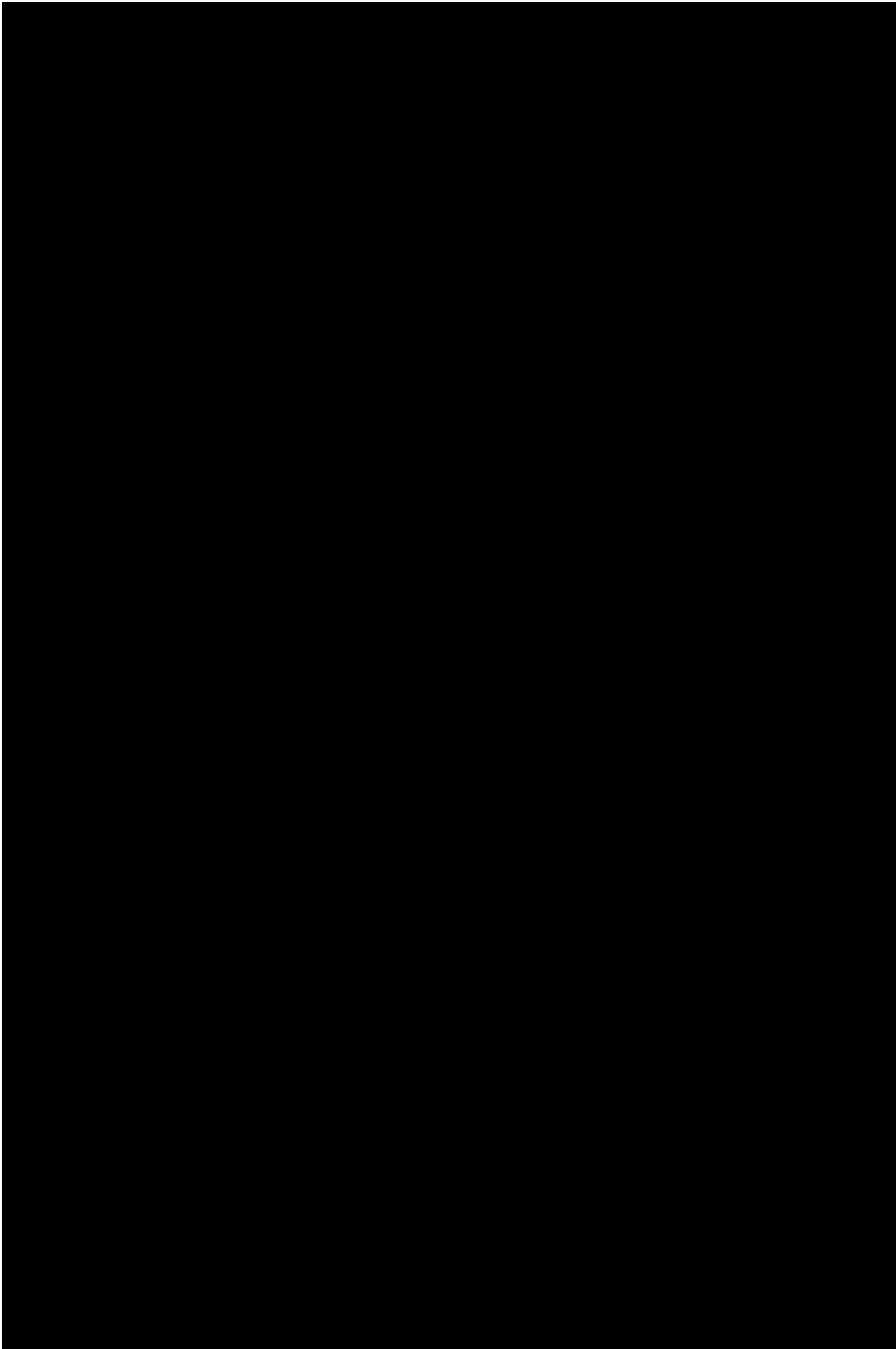


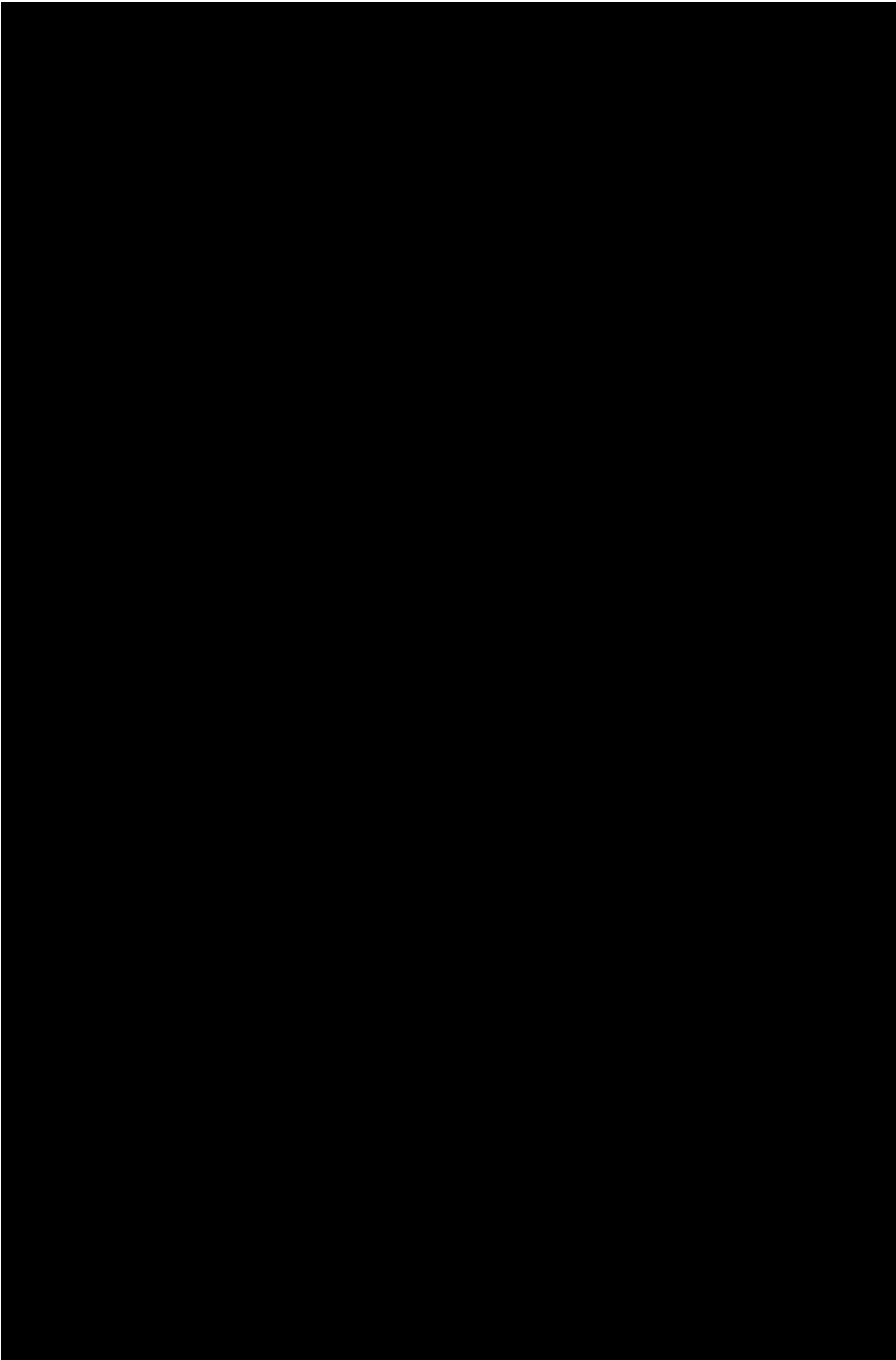


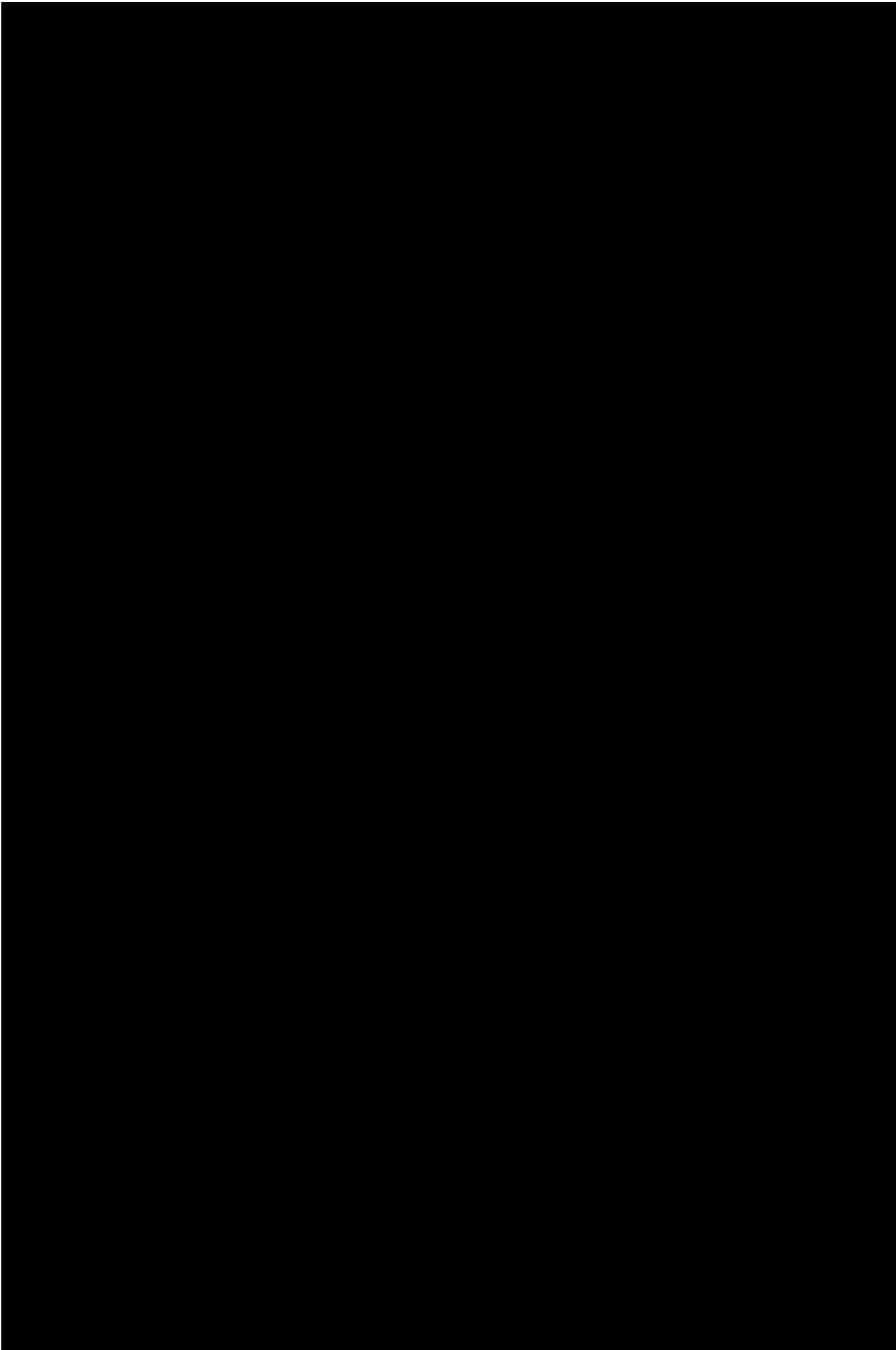


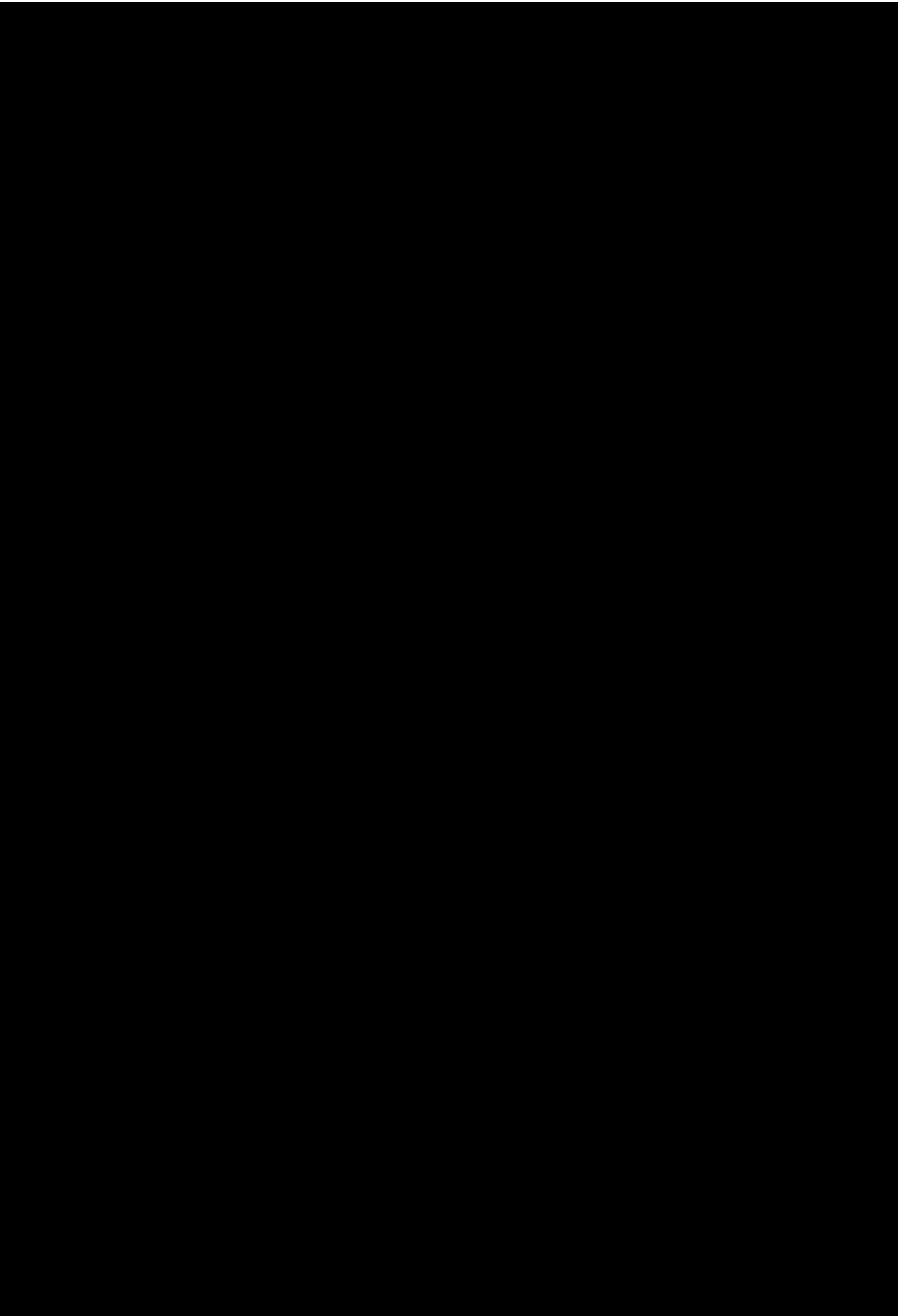


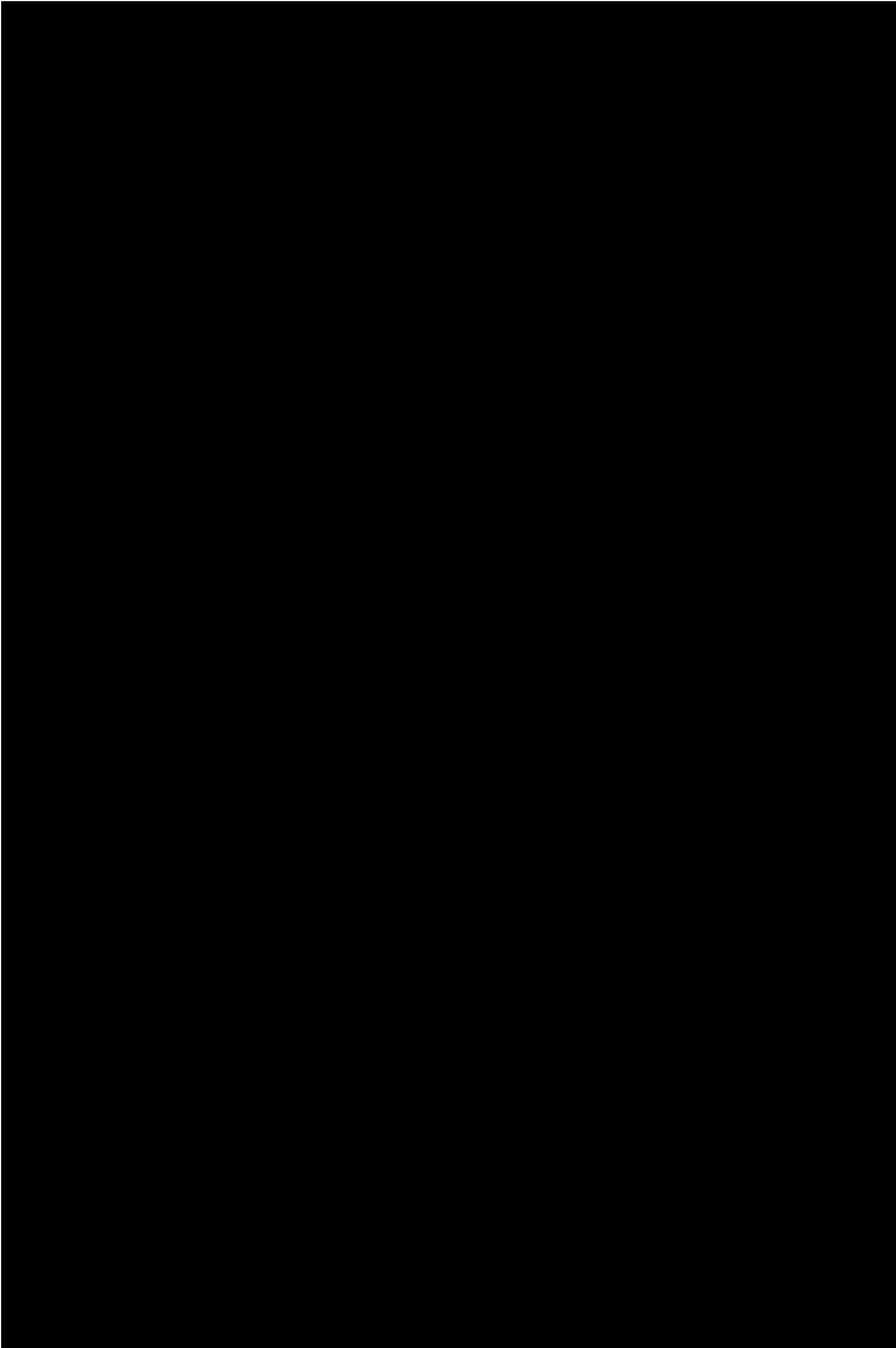


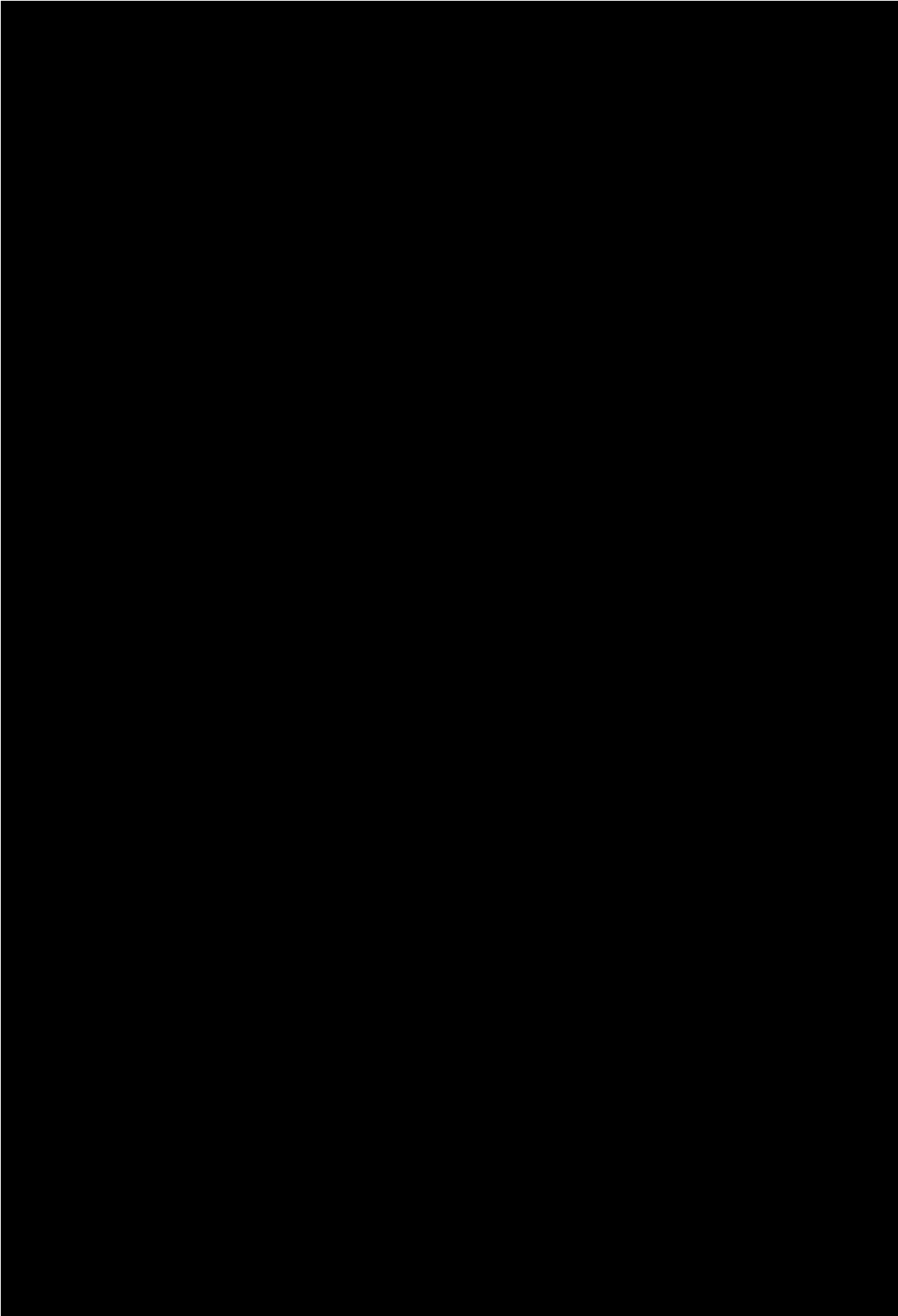


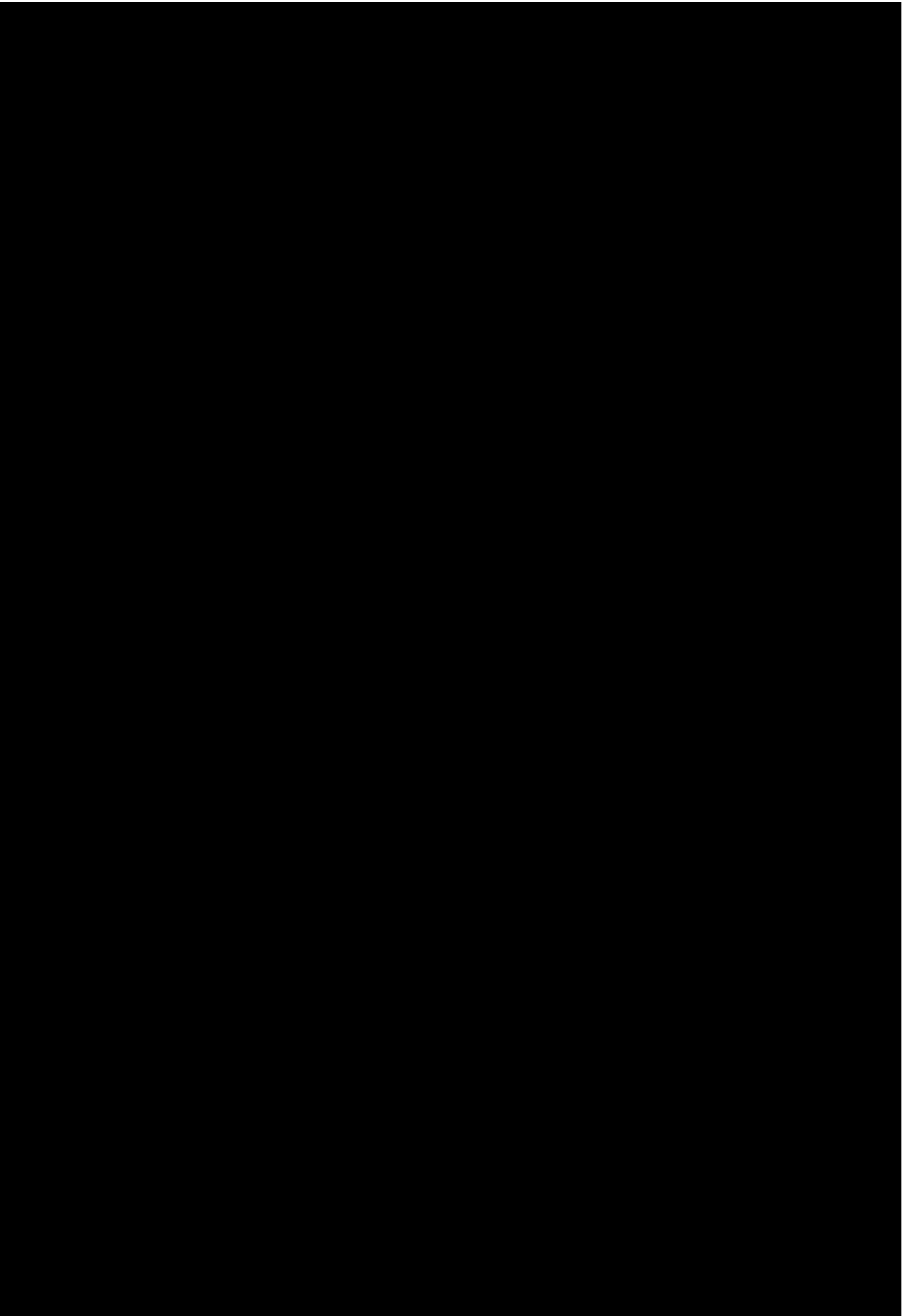


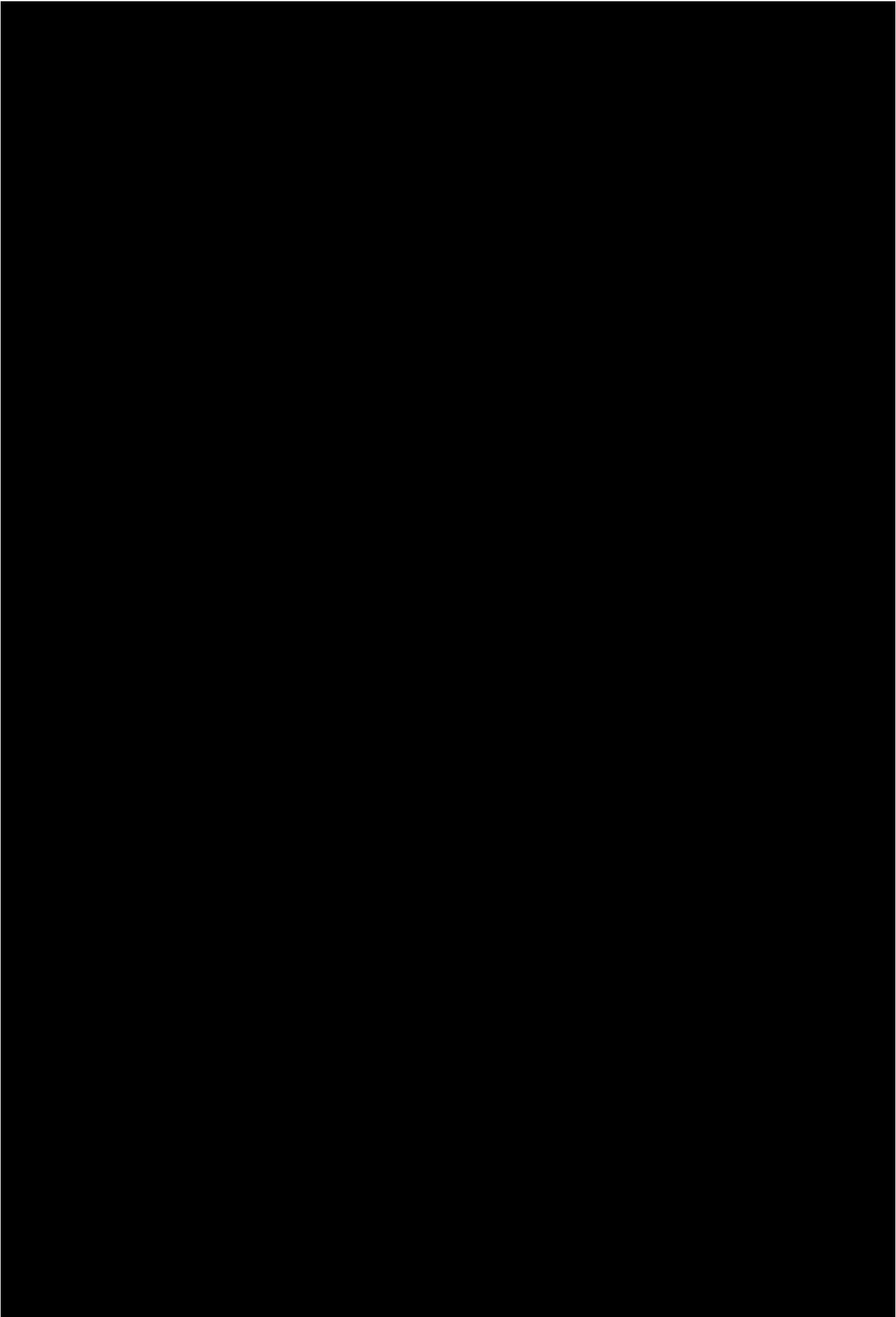


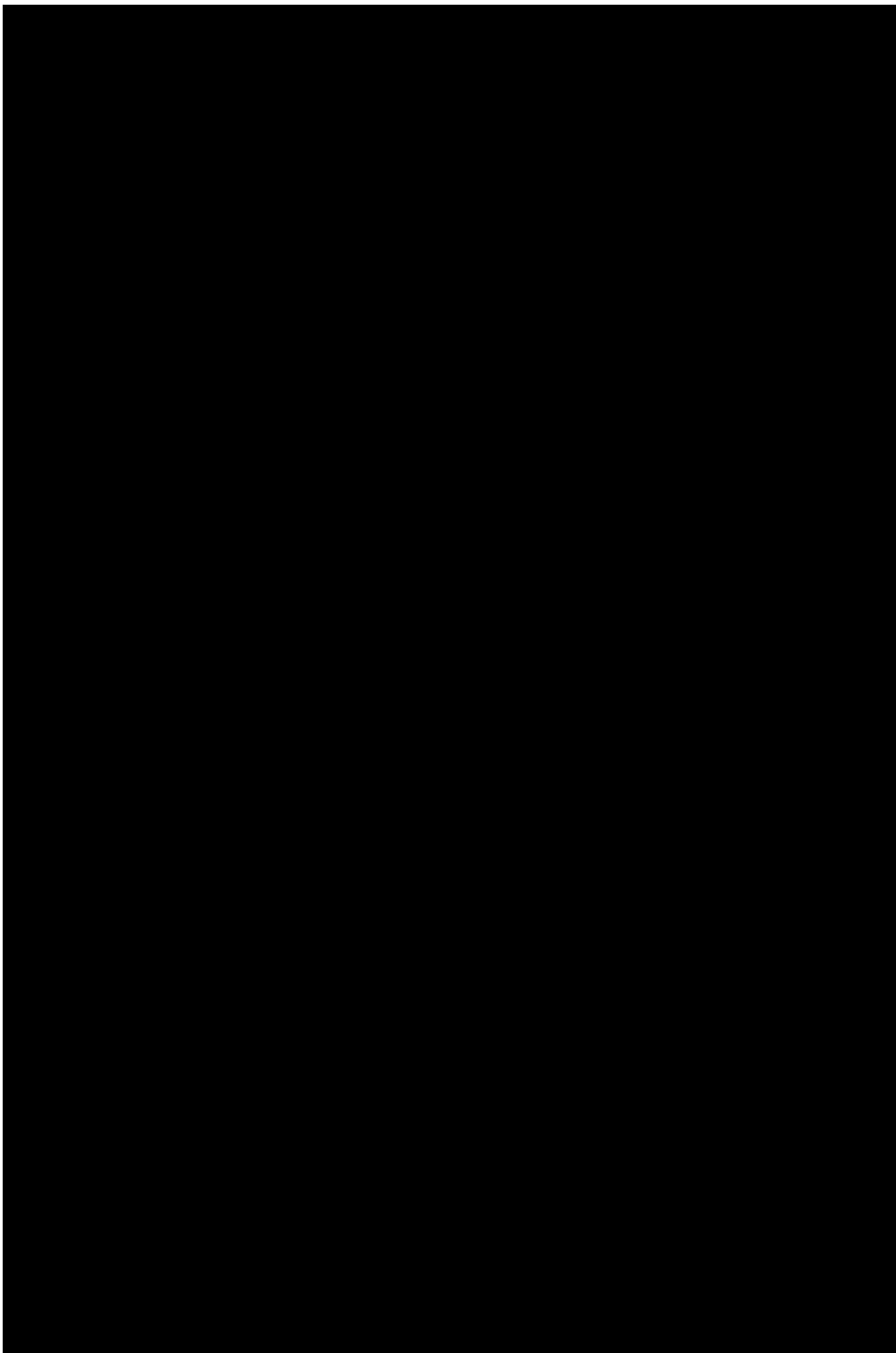


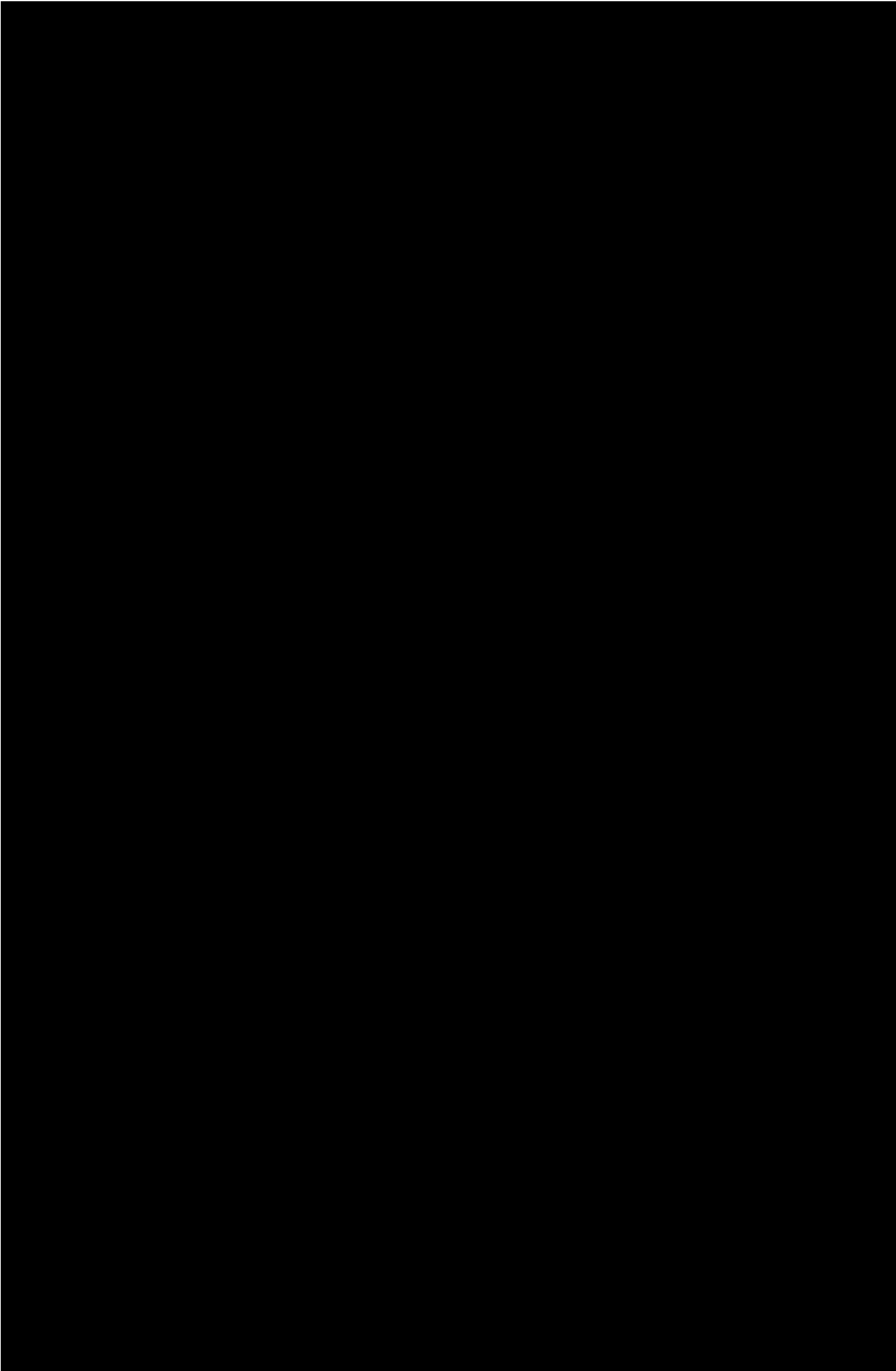


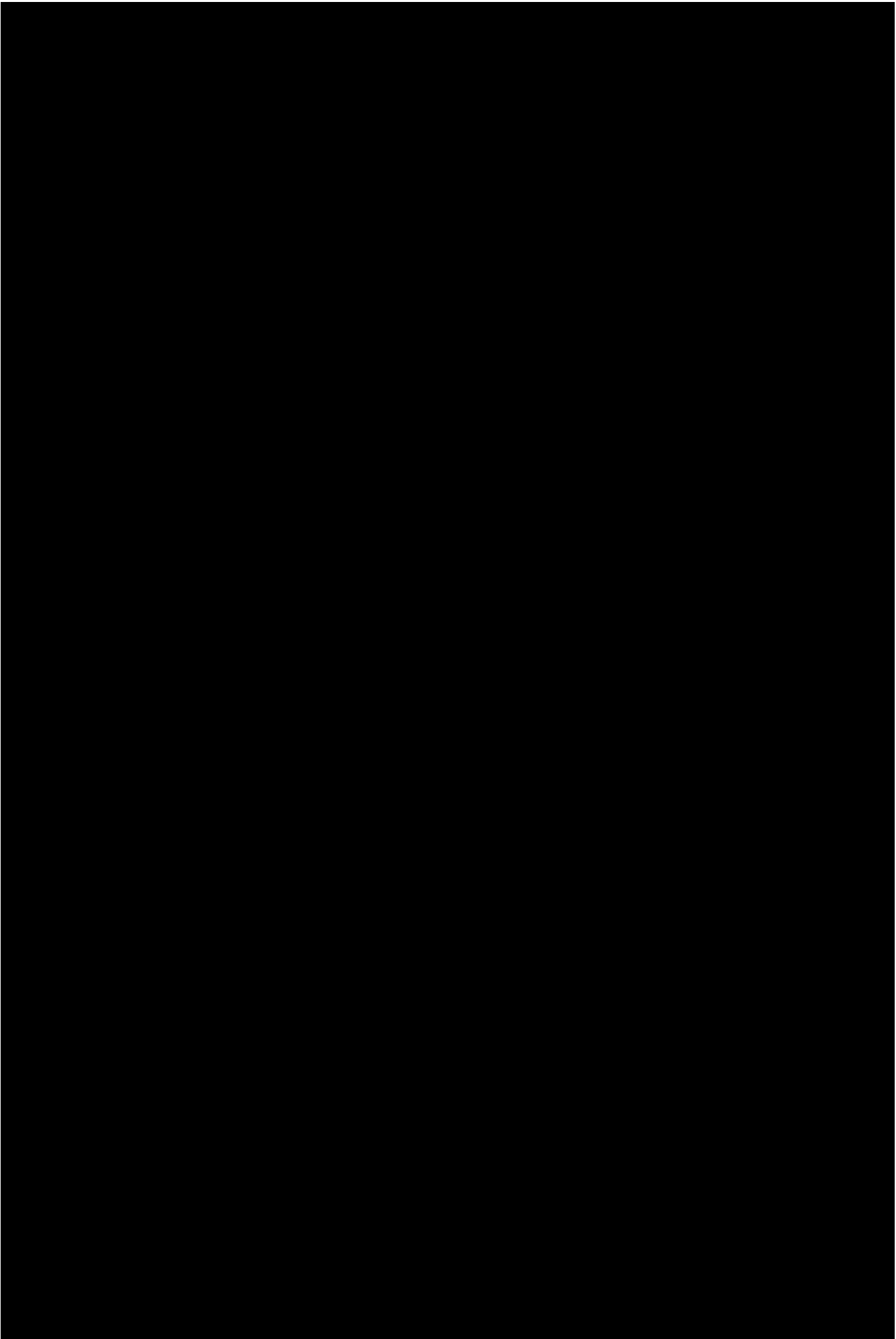


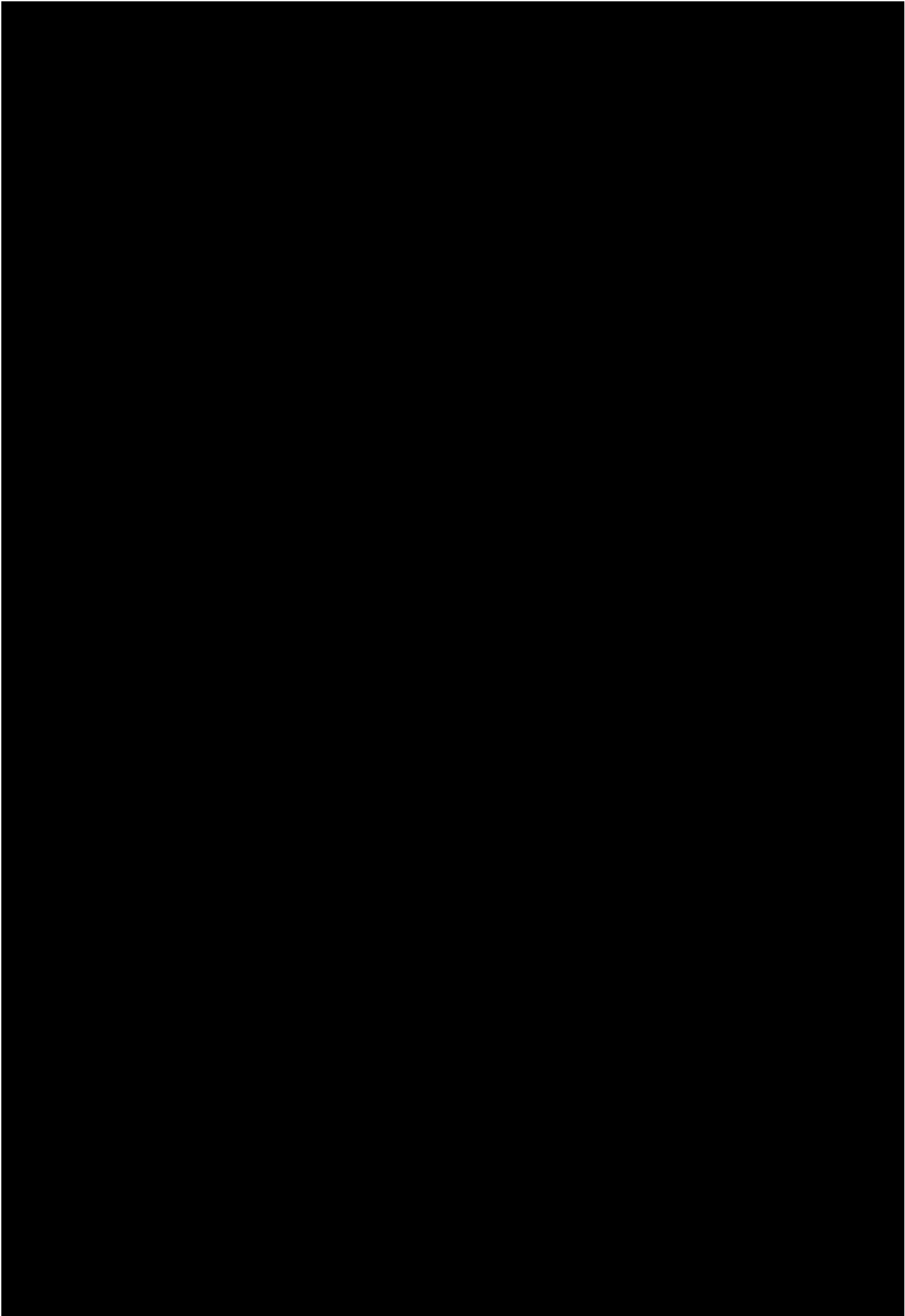




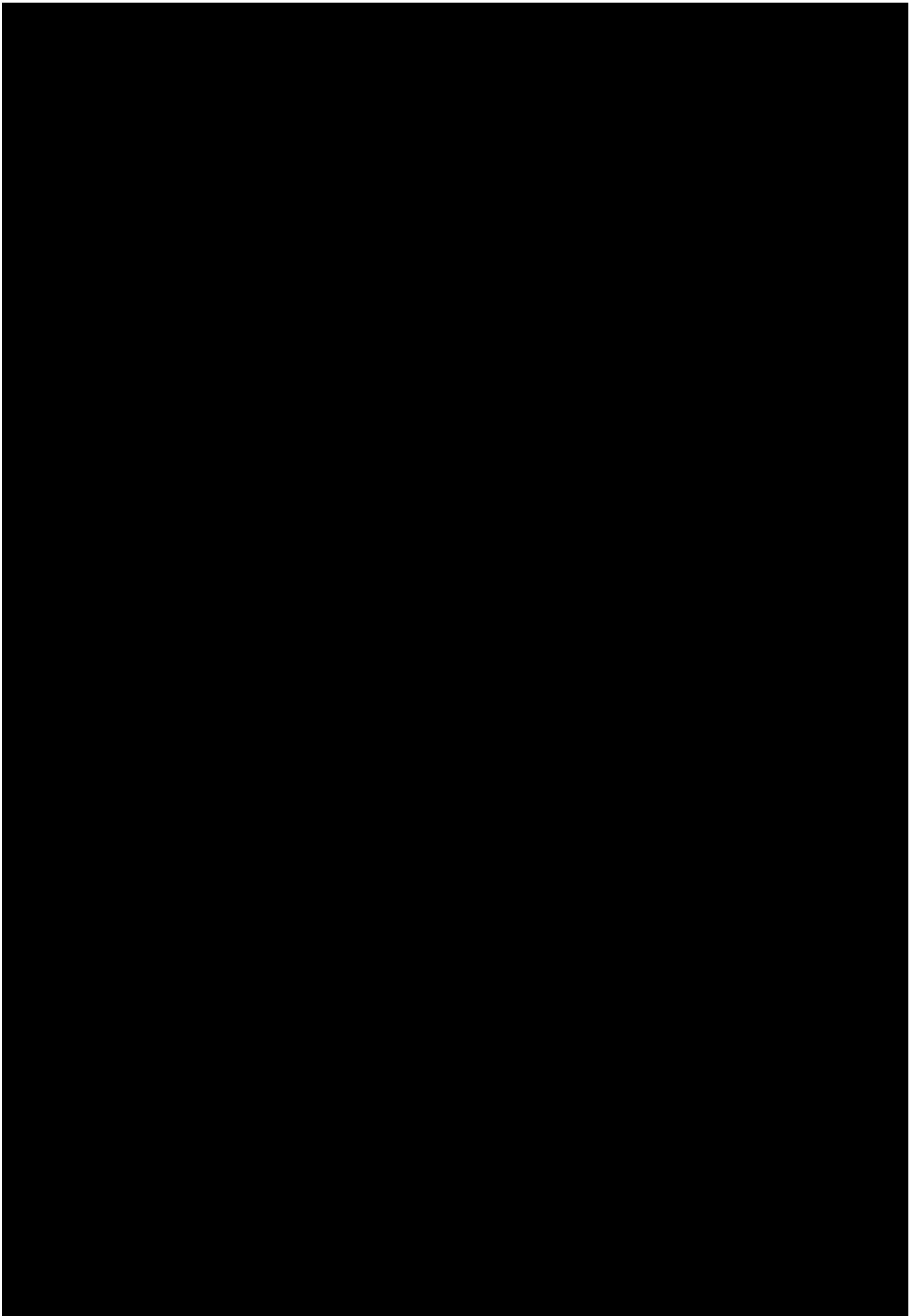


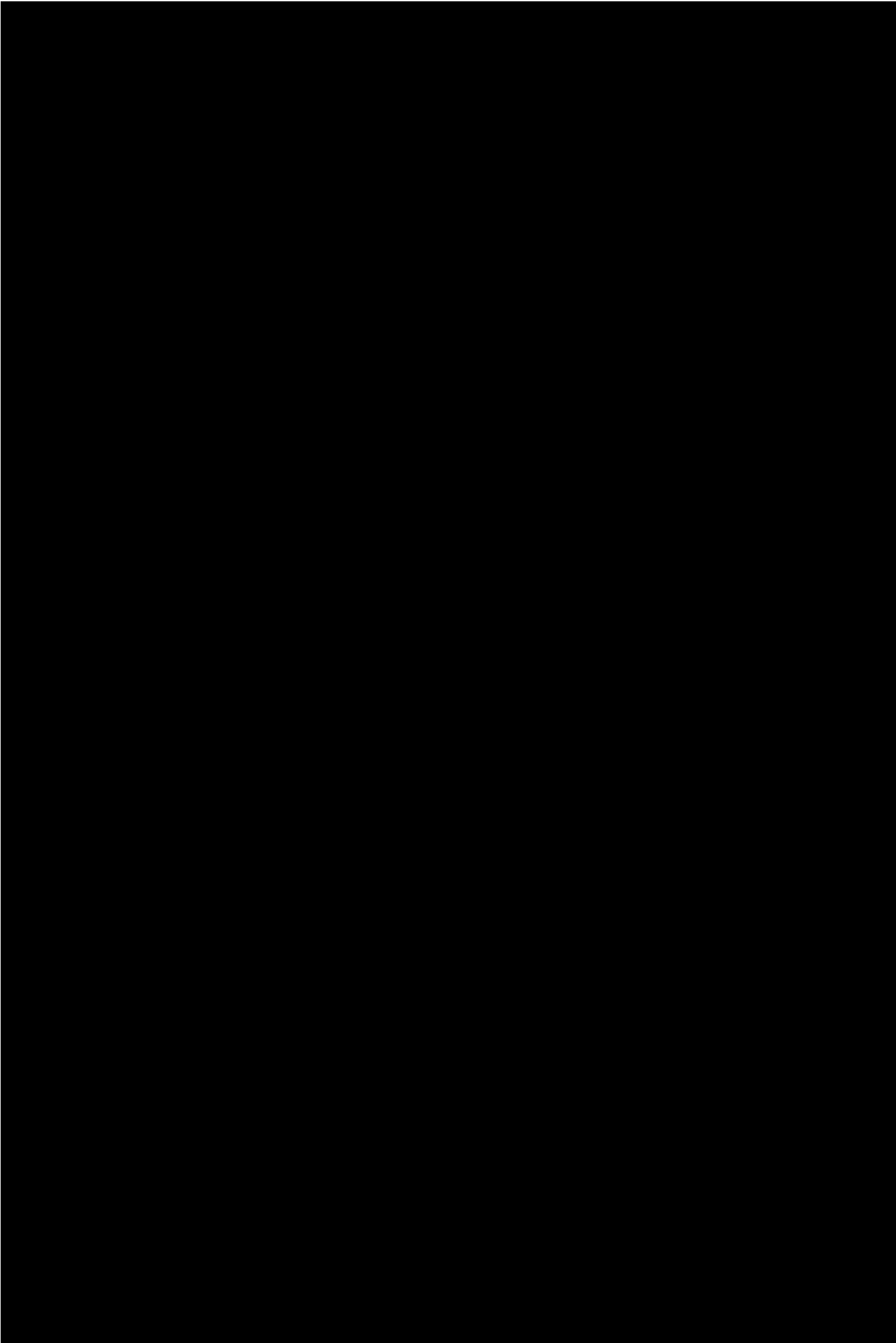


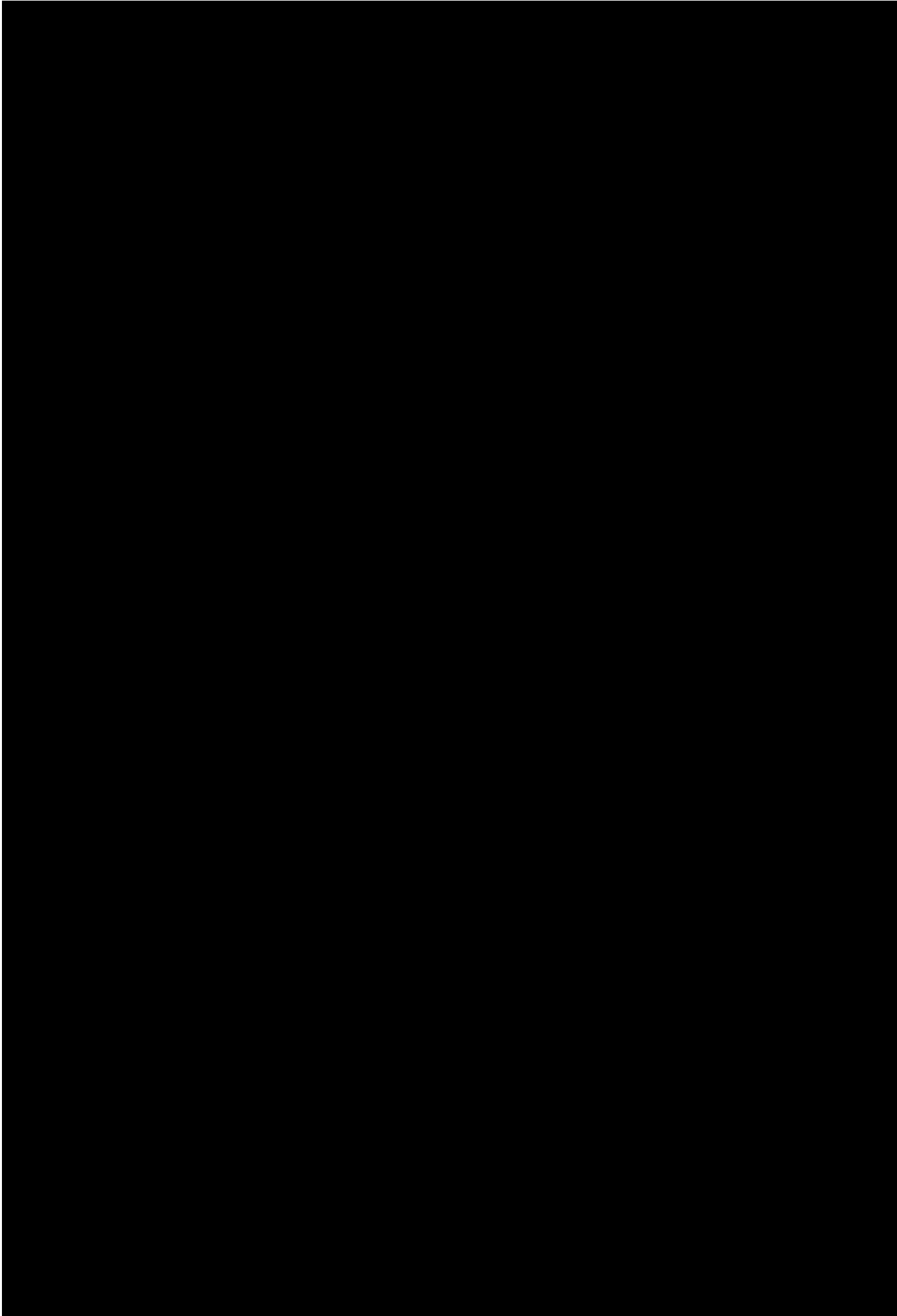


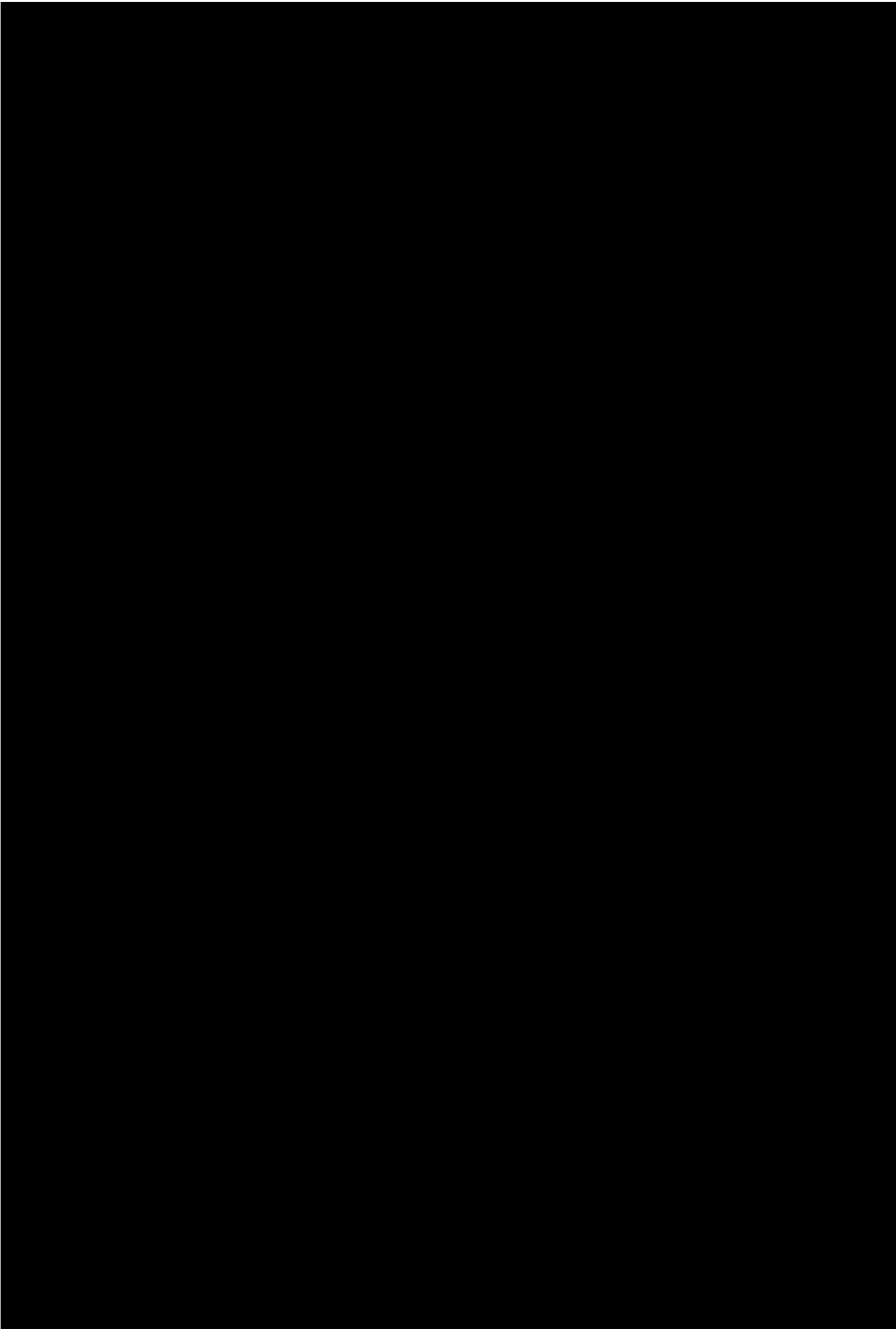


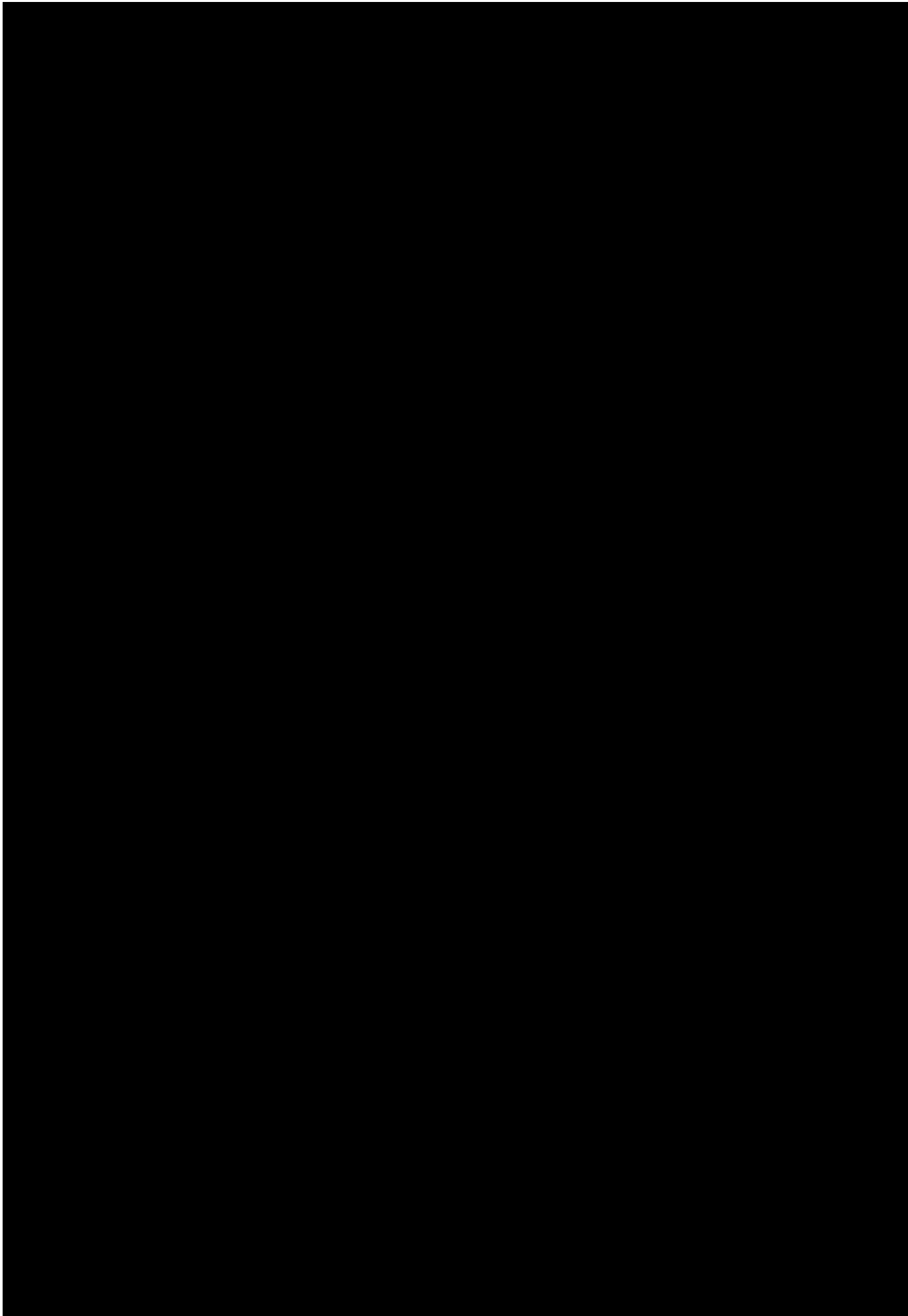
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Annexure 10
Kimberley Land Council Aboriginal Corporation Limited
Rule Book



The Rule Book

KIMBERLEY LAND COUNCIL ABORIGINAL CORPORATION

ICN 21

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Introduction to the KLC Rule Book

This is the Rule Book of the Kimberley Land Council Aboriginal Corporation (ICN 21).

Some of the rules in this rule book must be in the Rule Book because of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) (CATSI Act).

The CATSI Act incorporates and regulates Aboriginal and Torres Strait Islander corporations. The internal governance of an Aboriginal and Torres Strait Islander corporation is mainly regulated by:

- the CATSI Act and any Regulations made under it; and
- the rules contained in a corporation's Rule Book.

Some of the rules in this Rule Book are "replaceable rules". Replaceable rules are provisions of the CATSI Act that a corporation must comply with unless the corporation's rule book changes or replaces them.

The full list of replaceable rules and internal governance rules are in the back of the Rule Book.

This Rule Book does not summarise or set out all of the provisions of the CATSI Act which regulate the internal governance of the Kimberley Land Council but it does address all of the matters which must be in a Rule Book. For example, it does not set out all of the different annual reporting obligations that apply to the Kimberley Land Council.

If any rules set out in this rule book are inconsistent with the CATSI Act, the provisions in the CATSI Act apply.

The CATSI Act may also be amended from time to time.

If you printed a copy of your rule book some time ago, this could mean that any rules set out in this version of the Rule Book may be out-of-date.

The following rules of this Rule Book are "replaceable rules".

5.3	5.4	5.16	5.18-5.22	7.8
7.20	7.35	7.38	7.45-7.49	7.55-7.58
10.1-10.2	10.10-10.11	11.2-11.6	11.8-11.14	12.1
12.6	14.8			

1. Name

- 1.1 The name of the corporation is Kimberley Land Council Aboriginal Corporation (**Corporation**).

2. Interpretation

- 2.1 See Schedule 1 for the meanings of words and phrases used in this Rule Book.

3. Objectives

- 3.1 The Objectives of the Corporation are:
- (a) to assist in the relief from poverty, sickness, destitution, helplessness, distress, suffering and misfortune among the Traditional Owners and Custodians of the Kimberley region without discrimination;
 - (b) to ascertain the wishes, aspirations and opinions of the Traditional Owners and Custodians in relation to the management, use and control of their traditional lands within the Kimberley region and to seek, where practicable, to give effect to those wishes, aspirations and opinions;
 - (c) to protect the interests of Traditional Owners and Custodians in relation to the management, use and control of their traditional lands within the Kimberley region;
 - (d) to facilitate the acquisition of secure land tenure;
 - (e) to facilitate the maintenance and promotion of Aboriginal Law and Culture;
 - (f) to facilitate the development of education, employment, job training, health and housing services, community planning and research generally;
 - (g) to undertake any activities to further the Corporation's Objectives;
 - (h) to provide professional and/or other services by engaging staff or consultants to ensure the carrying out of the Corporation's Objectives; and
 - (i) to apply the assets and income of the Corporation solely to further its Objectives and no portion is to be distributed directly or indirectly to the Members of the Corporation except as bona fide compensation for services rendered or expenses incurred on behalf of the Corporation.

4. Powers of the Corporation

- 4.1 Subject to the Act and this Rule Book, the Corporation has the power to do anything lawful to carry out the Objectives.

5. Membership of the Corporation

Members by Application

- 5.1 A person becomes a Member if:
- (a) the person wants to become a Member and applies in writing to the Corporation substantially in the form at **Schedule 2**;
 - (b) the person is eligible for membership;
 - (c) the Directors accept the person's application; and
 - (d) the person's name is entered on the Register of Members.
- 5.2 A person is eligible to apply for membership if the person is:
- (a) at least 18 years of age; and
 - (b) a Traditional Owner and Custodian from the Kimberley region.
- 5.3 The Directors will consider and decide membership applications in the order in which they are received by the Corporation.
- 5.4 The Directors must not accept an application for membership of the Corporation unless the person:
- (a) applies in writing, substantially in the form set out in **Schedule 2**; and
 - (b) meets all the eligibility requirements for membership.
- 5.5 The Directors may refuse to accept a membership application even if the person has applied in writing and complies with all the eligibility requirements.
- 5.6 However, the Directors must notify the person in writing of the decision to refuse the membership application and the reasons for it.
- 5.7 If the Directors accept a membership application, the person's name must be entered on the Register of Members within 14 days.
- 5.8 However, if:
- (a) the person applies for membership after a notice has been given for the holding of a Members' Meeting; and
 - (b) the meeting has not been held when the Directors consider the application,
- then the Corporation must not enter the person on the Register of Members until after the Members' Meeting has been held.

Membership fees

5.9 The Corporation must not impose fees for membership of the Corporation.

Members' rights and responsibilities

5.10 Each Member has rights under the Act and this Rule Book, including the rights set out below. A Member:

- (a) can attend, speak and vote at a Members' Meeting of the Corporation;
- (b) can be elected or appointed as a Director;
- (c) cannot be removed as a Member unless the Directors and the Corporation have complied with rule 5.19;
- (d) can put forward resolutions to be voted on at a Members' Meeting of the Corporation in accordance with rule 7.24;
- (e) can ask the Directors to call a Members' Meeting of the Corporation in accordance with rule 7.9;
- (f) can access the following books and records of the Corporation:
 - (i) the register of Members, under rule 6.10;
 - (ii) the minute books, under rule 14.16;
 - (iii) the Rule Book; and
 - (iv) certain reports prepared by or for the Directors and the Corporation, in accordance with the Act;
- (g) can ask the Directors to provide access to any other Books in accordance with rule 14.17; and
- (h) can have any disputes with another Member or with the Directors dealt with under the process in rule 17.1.

5.11 Members do not have the right to share in the profits of the Corporation or take part in the distribution of the Corporation's assets if it is wound up.

5.12 Each Member has the following responsibilities:

- (a) to comply with the Act and this Rule Book;
- (b) to notify the Corporation of any change of their address within 28 days;
- (c) to comply with any code of conduct adopted by the Corporation at any of its meetings for that meeting;

- (d) to treat other Members and the Directors with respect and dignity; and
- (e) to not behave in a way that significantly interferes with the operation of the Corporation or of Corporation meetings or that brings the Corporation into disrepute.

5.13 The Members are not liable to contribute to the property of the Corporation on winding up.

How a person stops being a Member

5.14 A person stops being a Member when the Member's name is removed from the Register of Members.

5.15 A person's name is removed from the Register if:

- (a) the person resigns as a Member (see rule 5.16);
- (b) the person dies; or
- (c) the person's membership is cancelled (see rules 5.18-5.27).

5.16 A Member may resign by giving a resignation notice in writing to the Corporation.

5.17 The Corporation must remove the Member's name from the Register of Members within 14 days after receiving the resignation notice.

Process for cancelling membership

5.18 The Directors may, by resolution, cancel the membership of a Member if that person is not eligible for membership.

5.19 Before cancelling the membership, the Directors must give the Member notice in writing stating that:

- (a) the Directors intend to cancel their membership for the reasons specified in the notice;
- (b) the Member has 14 days to object to the cancellation of the membership; and
- (c) the objection must be in writing.

5.20 If the Member does not object within 14 days, the Directors must cancel the membership.

5.21 If the Member objects:

- (a) the Directors must not cancel the membership; and

- (b) only the Corporation by resolution in a Members' Meeting may cancel the membership.
- 5.22 If a membership is cancelled, the Directors must give the Member a copy of the resolution (being either the resolution of the Directors or the resolution of the Members' Meeting) as soon as possible after it has been passed.
- 5.23 A person's membership may be cancelled by Special Resolution in a Members' Meeting if the Corporation:
 - (a) has made two or more reasonable attempts in the 2 year period before the meeting to contact the Member at the Member's address entered on the Register of Members; and
 - (b) has not been able to contact the Member.
- 5.24 If the Corporation passes a resolution to cancel a person's membership, the Directors must send the person a copy of the resolution at their last known address, as soon as possible after the resolution has been passed.
- 5.25 The Corporation may cancel a Member's membership by Special Resolution in a Members' Meeting if the Members' Meeting is satisfied that the Member has behaved in a way that significantly interfered with the operation of the Corporation or of Corporation meetings, or that brings the Corporation into disrepute.
- 5.26 If the Corporation passes a Special Resolution to cancel a person's membership under rule 5.25, the Directors must give the person a copy of the resolution, as soon as possible after the resolution has been passed.

Amending Register of Members after a membership has been cancelled

- 5.27 Within 14 days of a resolution to cancel a person's membership, the Corporation must remove the person's name from the Register of Members.

6. Members and Former Members

Corporation to maintain a Register of Members

- 6.1 The Corporation must set up and maintain a Register of Members.

Information on the Register of Members

- 6.2 The Register of Members must contain the following information about a Member.
 - (a) The Member's name (given and family name) and address; and
 - (b) the date on which the Member's name was entered on the Register of Members.

- 6.3 The Register of Members may also contain any other name by which the Member is or was known.

Corporation to maintain a Register of Former Members

- 6.4 The Corporation must set up and maintain a Register of Former Members.
- 6.5 The Corporation may maintain the Register of Former Members in the same document as the Register of Members.

Information on the Register of Former Members

- 6.6 The Register of Former Members must contain the following information about each person who stopped being a Member within the last 7 years.
- (a) The person's name (given and family name) and address; and
 - (b) the date on which the person stopped being a Member.
- 6.7 The Register of Former Members may also contain any other name by which the person is or was known.

Location and inspection of Register of Members and Register of Former Members

- 6.8 The Corporation must keep the Register of Members and the Register of Former Members at the Corporation's registered office.
- 6.9 The Register of Members and Register of Former Members must be open for inspection by any person, and any person has a right to inspect the registers.
- 6.10 A Member may inspect the registers without charge.
- 6.11 The Corporation must give a person a copy of the registers (or a part of either register) within 7 days (or such longer period as the Registrar may allow) if the person:
- (a) asks for the copy; and
 - (b) pays any fee (up to the prescribed amount, if any) required by the Corporation.

Making Register of Members available at AGM

- 6.12 The Corporation must:
- (a) make the Register of Members available for inspection (without charge) by Members at the AGM; and
 - (b) ask each Member attending the AGM to check and update their entry.

7. Members' Meetings

Annual General Meeting (AGM)

- 7.1 The Corporation must hold an Annual General Meeting (**AGM**) within 5 months after the end of its financial year.
- 7.2 The Corporation may apply to the Registrar to extend the period within which the Corporation must hold an AGM, provided the application is made before the end of the period within which the Corporation would otherwise be required to hold the AGM.
- 7.3 If the Registrar grants an extension, the Corporation must hold its AGM within the extended period specified by the Registrar.
- 7.4 The business of an AGM may include any of the following, even if not referred to in the notice of meeting.
- (a) Confirmation of the minutes of the previous Members' Meeting;
 - (b) consideration of the reports that under Chapter 7 of the Act are required to be presented at the AGM;
 - (c) the election of Directors;
 - (d) the appointment and remuneration of the auditor;
 - (e) checking details on the Register of Members; and
 - (f) asking questions about management of the Corporation; and
 - (g) asking questions of the Corporation's auditor.

Members' Meetings

- 7.5 A Members' Meeting must be held for a proper purpose.
- 7.6 A Members' Meeting must be held at a reasonable time and place.
- 7.7 The business at each Members' Meeting must include:
- (a) confirmation of the minutes of the previous Members' Meeting; and
 - (b) all matters set out in the notice of the Members' Meeting.

Calling Members' Meetings

- 7.8 A Members' Meeting may be called by a majority of the Directors.
- 7.9 The Directors must call and arrange to hold a Members' Meeting on the request of at least 10% of the Members.

- 7.10 A request under rule 7.9 must:
- (a) be in writing;
 - (b) state any resolution to be proposed at the meeting;
 - (c) be signed by the Members making the request;
 - (d) nominate a Member to be the contact Member on behalf of the Members making the request; and
 - (e) be given to the Corporation.
- 7.11 Separate copies of a document setting out a request under rule 7.9 may be used for signing by Members if the wording of the request is identical in each copy.

Directors may apply to deny a Member's request to call a Members' Meeting

- 7.12 If the Directors resolve:
- (a) that a request under rule 7.9 is frivolous or unreasonable, or
 - (b) that complying with a request under rule 7.9 would be contrary to the interests of the Members as a whole,
- a Director, on behalf of all of the Directors, may apply to the Registrar for permission to deny the request.
- 7.13 An application must:
- (a) be in writing;
 - (b) set out the ground on which the application is made; and
 - (c) be made within 21 days after the request was made.
- 7.14 The Directors must, as soon as possible after making an application, give the Member notice that an application has been made.
- 7.15 The Directors must call the meeting within 21 days after the request was sent to them.
- 7.16 If:
- (a) a Director has applied to deny a request; and
 - (b) the Registrar refuses that request,
- the Directors must call the meeting within 21 days after being notified of the Registrar's decision.

Notice of Members' Meetings

- 7.17 At least 21 days' notice must be given of a Members' Meeting.
- 7.18 The Corporation must give written notice of a Members' Meeting to the following people:
- (a) each Member;
 - (b) each Director; and
 - (c) the Secretary (if any).
- 7.19 The Corporation may give the notice of meeting to a Member in one or more of the following ways.
- (a) Personally;
 - (b) by sending it by post, email or other electronic means;
 - (c) by placing an advertisement in a weekly newspaper circulated in the community, town or city where the Member lives; or
 - (d) by posting a notice in a prominent position at a community facility frequented by the Member, including a health clinic, a community store, the community administration office, library or school.
- 7.20 A notice of meeting:
- (a) sent by post is taken to be received 3 days after it is posted; or
 - (b) sent by email, or other electronic means, is taken to be received on the Business Day after it is sent.
- 7.21 The Corporation must give its auditor:
- (a) written notice of a Members' Meeting by sending it by post, email or other electronic means nominated by the auditor; and
 - (b) any other communications relating to the Members' Meeting that a Member is entitled to receive.
- 7.22 A notice of a Members' Meeting must:
- (a) set out the place, date and time for the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to do this);
 - (b) state the general nature of the meeting's business;
 - (c) if a Special Resolution is to be proposed at the meeting, set out an intention to propose it and state what it is; and

- (d) state that a Member is entitled to appoint another Member as a Proxy.

Failure to give notice

7.23 A Members' Meeting, or any proceeding at a Members' Meeting, will not be invalid just because:

- (a) the notice of the Members' Meeting was accidentally not sent; or
- (b) a person has not received the notice.

Members' resolutions

7.24 If one or more Members wish to move a resolution at a Members' Meeting, a notice of that resolution must be given to the Corporation by at least 10% of the Members.

7.25 A notice of a Members' resolution must:

- (a) be in writing;
- (b) set out the wording of the proposed resolution; and
- (c) be signed by the Members proposing to move the resolution.

7.26 Separate copies of a document setting out the notice may be used for signing by Members if the wording of the notice is identical in each copy.

7.27 If the Corporation has been given notice of a Members' resolution it must be considered at the next Members' Meeting that occurs more than 28 days after the notice is given.

7.28 The Corporation must give all its Members notice of the resolution at the same time, or as soon as possible afterwards, and in the same way, as it gives notice of a Members' Meeting.

7.29 The Corporation does not have to give notice of a resolution if it is defamatory.

7.30 Members may ask the Corporation to give all its Members a statement about:

- (a) a resolution that is proposed to be moved at the Members' Meeting; or
- (b) any other matter that may be considered at that Members' Meeting.

7.31 This request must be:

- (a) made by at least 10% of the Members;
- (b) in writing;
- (c) signed by the Members making the request; and
- (d) given to the Corporation.

- 7.32 Separate copies of a document setting out the request may be used for signing by Members if the wording of the request is identical in each copy.
- 7.33 After receiving a request, the Corporation must distribute a copy of the statement to all its Members at the same time, or as soon as possible afterwards, and in the same way, as it gives notice of the relevant Members' Meeting.
- 7.34 The Corporation does not have to comply with a request to distribute a statement if it is defamatory.

Quorum for Members' meetings

- 7.35 The quorum for Members' Meetings is 40 Members.
- 7.36 The quorum must be present at all times during the meeting.
- 7.37 In determining whether a quorum is present, persons attending as Proxies will be counted as follows:
- (a) if a Member has appointed more than 1 Proxy, only 1 of them will be counted; and
 - (b) if a person is attending both as a Member and as a Proxy, counting that person only once.
- 7.38 If there is no quorum after one hour, the Directors may either adjourn the meeting to a time and place specified by them, or cancel it.

Chairing Members' Meeting

- 7.39 The following rules apply to chairing of a Members' Meeting.
- (a) The Chairperson is to chair Members' Meetings.
 - (b) If the Chairperson has not been elected, is not available or declines to act as Chair for the Members' Meeting or part of the Members' Meeting, the Deputy Chairperson is to chair the Members' Meeting or part of it.
 - (c) If a Chairperson and a Deputy Chairperson have not been elected, or both the Chairperson and the Deputy Chairperson are not available, or have declined to act as chair for the Members' Meeting or part of the Members' Meeting, the Directors may elect an individual present to chair the Members' Meeting or part of the Members' Meeting.
 - (d) If the Directors do not elect an individual person to chair the Members' Meeting or part of the Members' Meeting, the Members at the Members' Meeting must elect a Member present to chair the Members' Meeting or part of the Members' Meeting.

Use of technology for Members' Meetings

7.40 The Corporation may hold a Members' Meeting at 2 or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

Auditor's right to be heard at Members' Meetings

7.41 The auditor is entitled to attend any Members' Meeting of the Corporation.

7.42 The auditor is entitled to be heard at a Members' Meeting on any part of the business of that meeting that concerns the auditor in their professional capacity.

7.43 The auditor is entitled to be heard even if:

- (a) the auditor retires at that meeting, or
- (b) that meeting passes a resolution to remove the auditor from office.

7.44 The auditor may authorise a person in writing as the auditor's representative for the purpose of attending and speaking at any Members' Meeting.

Decision-making at Members' Meetings

7.45 At a Members' Meeting, each Member has 1 vote, on a show of hands unless the Members decide otherwise.

7.46 The chair has a casting vote, and also, if he or she is a Member, any vote he or she has as a Member.

7.47 A challenge to a right to vote at a Members' Meeting:

- (a) may only be made at that meeting; and
- (b) must be determined by the Chair, whose decision is final.

7.48 A resolution put to a vote at a Members' Meeting must be decided by simple majority on a show of hands or a secret ballot vote unless the Members decide otherwise.

7.49 Before a vote is taken the Chair must inform the meeting whether any Proxy votes have been received and how the Proxy votes are to be cast.

7.50 On a show of hands, a declaration by the Chair is conclusive evidence of the result, provided that the declaration reflects the show of hands and the votes of the proxies received. Neither the Chair nor the minutes need to state the number or proportion of the votes recorded for or against.

7.51 At a Members' Meeting, a Poll (including a secret ballot) may be demanded on any resolution.

- 7.52 A demand for a Poll may be withdrawn.
- 7.53 At a Members' Meeting, a Poll may be demanded by the Chair or at least 5 Members.
- 7.54 The Poll may be demanded:
- (a) before a vote is taken;
 - (b) before the voting results on a show of hands are declared; or
 - (c) immediately after the voting results on a show of hands are declared.
- 7.55 At a Members' Meeting, a Poll on the election of a Chair or on the question of an adjournment must be taken immediately.
- 7.56 At a Members' Meeting, a Poll demanded on other matters must be taken when and in the manner the Chair directs.

Proxies

- 7.57 A Member may appoint another Member as Proxy to attend and vote for them at a Members' Meeting.
- 7.58 The appointment does not need to specify how the Proxy may exercise the vote.
- 7.59 Subject to this rule, a Proxy appointed to attend and vote for a Member has the same rights as the Member:
- (a) to speak at the meeting;
 - (b) to vote (but only to the extent allowed by the appointment); and
 - (c) to join in a demand for a Poll.
- 7.60 A Proxy's authority to speak and vote for a Member at a meeting is suspended if the Member is present at the meeting. However, a contravention of this rule does not affect the validity of any votes cast.
- 7.61 A person must not exercise Proxies for more than 3 Members.
- 7.62 An appointment of a Proxy is valid if it is substantially in the form set out in **Schedule 3**, signed or otherwise authenticated as prescribed by the Regulations, if any, by the Member making the appointment and contains the following information.
- (a) The Member's name and address;
 - (b) the Corporation's name;
 - (c) the Proxy's name or the name of the office held by the Proxy; and

- (d) the meetings at which the appointment may be used.
- 7.63 An undated appointment is taken to have been dated on the day it is given to the Corporation.
- 7.64 An appointment may specify the way the Proxy is to vote on a particular resolution.
- 7.65 A later appointment of a Proxy revokes an earlier one if both appointments could not be validly exercised at the meeting.
- 7.66 For an appointment of a Proxy for a meeting of Members to be effective, the Proxy's appointment must be received by the Corporation at least 48 hours before the meeting.

Questions at AGMs

- 7.67 The chair of an AGM must give Members a reasonable opportunity to ask questions about or make comments on the management of the Corporation.
- 7.68 If the Corporation's auditor or the auditor's representative is at an AGM, the chair of the meeting must give Members a reasonable opportunity to ask the auditor or the auditor's representative questions relevant to:
 - (a) the conduct of the audit;
 - (b) the preparation and content of the auditor's report;
 - (c) the accounting policies adopted by the Corporation in the preparation of the financial statements; and
 - (d) the independence of the auditor in relation to the conduct of the audit.

Adjourned meetings

- 7.69 A resolution passed at a Members' Meeting resumed after an adjournment is passed on the day it was passed.
- 7.70 Only unfinished business is to be transacted at a Members' Meeting resumed after an adjournment unless proper notice is given under Rule 7 of any new business to be discussed.
- 7.71 If a Members' Meeting is adjourned for 30 days or more, at least 21 days' notice must be given to the Members, Directors and the Secretary of the date, time and place when the Meeting will be resumed.

8. Executive Board of the KLC - Directors of the Corporation

Function of the Executive Board

- 8.1 The Executive Board are the Directors of the Corporation.

Number of Directors

- 8.2 From the first AGM after this rule comes into effect, the Corporation will have a minimum of 3 Directors and a maximum of 12 Directors.
- 8.3 The Corporation will have a maximum of 4 Directors who are Cultural Advisor Director Nominees.
- 8.4 The Corporation will have a maximum of 7 Directors who are Representative Council Director Nominees.
- 8.5 The CEO of the Corporation may also be a Director.

Eligibility to be a Director

- 8.6 A person is eligible for appointment as a Director if the person is:
- (a) a Member;
 - (b) their principal place of residence is within the Kimberley region;
 - (c) the person is of good character;
 - (d) the person is a Representative Council Director Nominee, a Cultural Advisor Director Nominee, or the person is the CEO of the Corporation; and
 - (e) the person has not been disqualified from managing Corporations under the Act.

Nomination of Directors

- 8.7 In order for a person to be a Representative Council Director Nominee the following must occur.
- (a) The Corporation has sought a nomination for a Director from the Representative Council;
 - (b) the person is a member of the Representative Council; and
 - (c) the Representative Council has nominated the person to be a Director in writing to the Corporation.
- 8.8 In order for a person to be a Cultural Advisor Director Nominee, they must be nominated by the Members at a Members' Meeting, with a maximum of two Cultural Advisor Director Nominees who are men and two Cultural Advisor Director Nominees who are women.

How to become a Director

- 8.9 The Corporation appoints Directors by resolution passed at a Members' Meeting.

- 8.10 Before being appointed a Director, the person must:
- (a) give their consent in writing to act as a Director, in substantially the form set out in **Schedule 4**; and
 - (b) inform the Corporation of their Director identification number or, if they do not already have a Director identification number, make an application for a Director identification number as required by the CATSI Act.
- 8.11 The Corporation must send the Registrar the Directors' personal details within 28 days after they are appointed.

Directors - terms of appointment and rotation

- 8.12 Directors who are Cultural Advisor Director Nominees will be appointed for a four-year term.
- 8.13 A Director who is the CEO will be appointed for a 4 year term. The term of appointment of a Director who is the CEO will end before the end of the 4 year term if they cease to be the CEO.
- 8.14 Directors who are Representative Council Director Nominees will be appointed on a rotation for 4 year terms so that the appointment of at least half of the Directors expires every 2 years. To implement the rotation system:
- (a) at the first AGM of the Corporation in which the system is to be implemented:
 - (i) three Representative Council Director Nominees will be appointed as Directors for a term of 4 years; and
 - (ii) four Representative Council Director Nominees will be appointed as Directors for a term of 2 years; and
 - (b) at all subsequent AGMs, the appointment of Representative Council Director Nominees as Directors will be for a term of 4 years.
- 8.15 If the terms of any Directors expire before the next AGM at which Directors are to be appointed, the retiring Directors continue to hold office until the appointment of Directors at the next AGM, and the 4-year term of the Directors appointed at the next AGM is calculated from the date the terms of the previous Directors expired.

How to become an officer bearer (for example, Chair and Vice-Chair)

- 8.16 Office bearers are Directors of the Corporation appointed by the Directors at the first Directors' meeting after the AGM.
- 8.17 The Directors may appoint a Chairperson, Vice-Chairperson and/or any other office bearer as appropriate.

How to fill casual vacancies

- 8.18 A casual Director vacancy arises where a person stops being a Director in accordance with rule 8.30 before their term of appointment expires.
- 8.19 The Directors may appoint a member of the Representative Council to fill a casual vacancy if the vacating Director was appointed as a PBC / Claim Group Nominee, by passing a resolution at a Directors' meeting, provided:
- (a) that person meets the eligibility requirements in rule 8.6(a)-(c) and (e); and
 - (b) that person who has been nominated to fill the casual Director vacancy is a member of the Representative Council.
- 8.20 Directors may fill a casual Director vacancy even if:
- (a) the number of Directors is reduced to less than the number specified by rule 8.2; or
 - (b) the number of Directors is reduced to less than the number required for a quorum for a Directors' meeting.
- 8.21 Before being appointed as a Director, the person must:
- (a) give their consent in writing to act as a Director, substantially in the form at **Schedule 4**; and
 - (b) either inform the Corporation of their Director identification number or, if they do not already have a Director identification number, make an application for a Director identification number as required by the CATSI Act.
- 8.22 The Corporation must notify the Registrar of the Director's appointment and personal details within 28 days after they are appointed.
- 8.23 Directors appointed to fill casual vacancies hold office until the expiry of the term of the Director whose position they filled.

Alternate Directors

- 8.24 With the other Directors' approval, a Director (**Appointing Director**) may appoint a Member to be an Alternate to exercise some or all of the Director's powers for a specified period.
- 8.25 Before being appointed as a Director, the person must:
- (a) give their consent in writing to act as a Director, substantially in the form at **Schedule 4**; and
 - (b) either inform the Corporation of their Director identification number or, if they do not already have a Director identification number, make an

application for a Director identification number as required by the CATSI Act.

- 8.26 If the Appointing Director asks the Corporation to give the Alternate Director notice of Directors' Meetings, the Corporation must do so.
- 8.27 The Appointing Director may terminate the Alternate's appointment at any time.
- 8.28 An appointment or termination of an Alternate must be in writing. A copy must be given to the Corporation.
- 8.29 Before being appointed as an Alternate Director, the person must:
- (a) give their consent in writing to act as an Alternate Director, substantially in the form at **Schedule 4**; and
 - (b) inform the Corporation of their Director identification number or, if they do not already have a Director identification number, make an application for a Director identification number as required by the CATSI Act.

How a person ceases to be a Director

- 8.30 A person ceases to be a Director if:
- (a) the person dies;
 - (b) the person resigns as a Director as provided for in rule 8.31;
 - (c) the term of the person's appointment as a Director expires;
 - (d) the person is removed as a Director by the Members as provided for in rule 8.32-8.37;
 - (e) the person is removed as a Director by the other Directors as provided for in rule 8.38-8.41; or
 - (f) the person becomes disqualified from managing Aboriginal and Torres Strait Islander corporations under Part 6-5 of the Act.

Resignation of Director

- 8.31 A Director may resign as a Director by giving notice of resignation in writing to the Corporation.

Process for removing a Director

- 8.32 The Corporation may, by resolution in Members' Meeting, remove a Director from office.
- 8.33 A notice of intention to move a resolution to remove a Director must be given to the Corporation at least 21 days before the meeting is to be held. However, if the

Corporation calls a meeting after the notice of intention is given, the meeting may pass the resolution even though the meeting is held less than 21 days after the notice is given.

- 8.34 The Corporation must give the Director concerned a copy of the notice as soon as possible after it is received.
- 8.35 The Director concerned is entitled to put his or her case to Members by:
- (a) giving the Corporation a written statement for circulation to Members; and
 - (b) speaking to the motion at the meeting.
- 8.36 The Corporation is to circulate the written statement given under rule 8.35(a) to Members by:
- (a) sending a copy to everyone to whom notice of the meeting is sent if there is time to do so; or
 - (b) if there is not time to comply with rule 8.36(a), having the statement distributed to Members attending the meeting and read out at the meeting before the resolution is voted on.
- 8.37 The written statement given under rule 8.35(a) does not have to be circulated to Members if it is defamatory.
- 8.38 The only ground on which the Directors may remove a Director from office is that they fail without reasonable excuse to attend 3 or more consecutive Directors' Meetings.
- 8.39 Before removing the Director concerned, the Directors must give the Director concerned notice in writing stating that:
- (a) the Directors intend to remove the Director concerned from office because they have failed without reasonable excuse to attend 3 or more consecutive Directors' Meetings; and
 - (b) the Director concerned has 14 days to object in writing to the removal.
- 8.40 If the Director concerned does not object, the Directors must remove the Director concerned.
- 8.41 If the Director concerned does object:
- (a) the Directors cannot remove the Director concerned; but
 - (b) the Corporation, by resolution in Members' Meeting, may remove the Director in accordance with rule 8.32-8.37.
- 8.42 If the Director concerned is removed, the Corporation must give them a copy of the resolution as soon as possible after the resolution has been passed.

Directors may appoint other Directors to make up a quorum

- 8.43 As long as the maximum number of Directors is not exceeded, the Directors may appoint a Member of the Representative Council to be a Director to make up a quorum for a Directors' Meeting.
- 8.44 The Directors do not need quorum present to appoint a Member under rule 8.43.
- 8.45 Before being appointed as a Director, the person must:
- (a) give their consent in writing to act as a Director, substantially in the form at **Schedule 4**; and
 - (b) either inform the Corporation of their Director identification number or, if they do not already have a Director identification number, make an application for a Director identification number as required by the CATSI Act.
- 8.46 If a Member is appointed under rule 8.43, the Corporation must confirm the appointment by resolution at the Corporation's next AGM. If the appointment is not confirmed, the Member ceases to be a Director at the end of the AGM.

9. Representative Council of the Corporation

Role of the Representative Council

- 9.1 The Representative Council is responsible for:
- (a) guiding the Corporation, as requested by the Corporation, on the strategic objectives of the Corporation;
 - (b) guiding the Corporation on matters of regional significance. This may include cultural heritage, water rights, and other significant policy issues impacting the Kimberley Region; and
 - (c) nominating 7 members of the Representative Council as Representative Council Director Nominees to sit on the Executive Board, subject to their appointment by the Members.
- 9.2 The Representative Council cannot make decisions on behalf of the Corporation.

Membership of the Representative Council

- 9.3 Membership of the Representative Council will be determined in the following way.
- (a) Each Native Title Claim Group, RNTBC or Eligible Corporation in the Kimberley Region may nominate two Members to be members of the Representative Council (**PBC / Claim Group Nominees**).

- 9.4 A Member may not be nominated as a PBC / Claim Group Nominee by more than one RNTBC, Eligible Corporation or Native Title Claim Group at any one time.

Eligibility of Members to be appointed to the Representative Council

9.5 Members of the Representative Council must be:

- (a) a Member of the Corporation; and
- (b) a PBC / Claim Group Nominee.

Nomination of Members to the Representative Council

9.6 In order for a person to be a PBC / Claim Group Nominee the following must occur.

- (a) The Corporation has sought nominations for members of the Representative Council from Native Title Claim Groups, RNTBCs and Eligible Corporations in the Kimberley Region; and
- (b) a Native Title Claim Group, RNTBC or Eligible Corporation from which nomination has been sought has nominated the person in writing to the Corporation; and
- (c) the nomination is received by the Corporation at least a month (28 days) before the next Members' Meeting of the Corporation.

First Representative Council

9.7 The First Representative Council of the Corporation will be:

- (a) the Directors of the Corporation at the time Rule 9 of the Rule Book takes effect; and
- (b) any other Member who is nominated by a Native Title Claim Group, RNTBC or Eligible Corporation no later than 31 July 2022, as follows.
 - (i) A Native Title Claim Group, RNTBC or Eligible Corporation that nominated a person who was appointed as a Director at the 2020 AGM may nominate one Member to be a member of the Representative Council.
 - (ii) Any other Native Title Claim Group, RNTBC or Eligible Corporation may nominate two Members to be a member of the Representative Council.

Acknowledgement of Members to the Representative Council

9.8 The appointment of the PBC / Claim Group Nominees to the Representative Council takes effect when they are acknowledged by the Members of the Corporation.

- 9.9 Acknowledgement of the Representative Council occurs at a Members' Meeting by a resolution of the Members of the Corporation.
- 9.10 Acknowledgement of the members of the Representative Council by the Corporation must occur in the following way.
- (a) All PBC / Claim Group Nominees will be announced by the Chair to the Members' Meeting.
 - (b) All PBC / Claim Group Nominees are then acknowledged as the Representative Council by resolution of the Members of the Corporation.

Term of membership of the Representative Council

- 9.11 The appointment of a person to the Representative Council becomes effective on and from acknowledgement at the AGM.
- 9.12 Membership of the Representative Council is for a 4-year term from the date of a person's acknowledgement as a member of the Representative Council by the Corporation.
- 9.13 Members are eligible to serve multiple terms on the Representative Council.
- 9.14 If any of the members of the Representative Council's terms expire so that there are less than 7 members of the Representative Council at any one time, those expiring terms are extended until the Corporation:
- (a) acknowledges new members of the Representative Council; or
 - (b) reappoints existing members of the Representative Council, by resolution at the next Members' Meeting that occurs after the last member of the Representative Council's term has expired.

Frequency of meetings of the Representative Council

- 9.15 The Representative Council will meet twice each year at times determined by the Corporation.

Quorum

- 9.16 There is no quorum for Representative Council meetings.

Chair of Representative Council

- 9.17 The members of the Representative Council may nominate a member of the Representative Council to chair a Representative Council meeting at the start of each meeting of the Representative Council.
- 9.18 The chairperson of the Representative Council is not the Chairperson of the Corporation.

Voting at Representative Council Meetings

- 9.19 The Representative Council will try to make any decisions by consensus, or in the absence of a consensus, by a majority vote.
- 9.20 Each member of the Representative Council will have 1 vote.
- 9.21 Decisions will be made by majority on a show of hands unless a majority of the members of the Representative Council want to vote on a particular resolution by a secret ballot.

How a person ceases to be a member of the Representative Council

- 9.22 A person ceases to be a member of the Representative Council if:
- (a) the person dies;
 - (b) the person resigns as a member of the Representative Council by giving notice in writing to the Corporation;
 - (c) the term of the person's appointment as a member of the Representative Council expires;
 - (d) the person is removed as a member of the Representative Council in accordance with rule 9.24; or
 - (e) the person becomes disqualified from managing Aboriginal and Torres Strait Islander corporations under Part 6.5 of the Act.
- 9.23 If a person ceases to be a member of the Representative Council for any of the above reasons prior to the conclusion of their 4 year term, the Native Title Claim Group, RNTBC or Eligible Corporation that nominated them at the start of that term may nominate a person to be a member of the Representative Council in their place for the remainder of their term.

Removal of members of the Representative Council by the Members of the Corporation

- 9.24 The Corporation may, by resolution in a Members' Meeting, remove a member of the Representative Council, provided the following process has been followed.
- (a) A notice of intention to move a resolution to remove a member of the Representative Council must be given to the Corporation at least 21 days before the meeting is to be held. However, if the Corporation calls a meeting after the notice of intention is given, the meeting may pass the resolution even though the meeting is held less than 21 days after the notice is given.
 - (b) The Corporation must give the member of the Representative Council concerned a copy of the notice as soon as possible after it is received.

- (c) The member of the Representative Council concerned is entitled to put his or her case to Members by:
 - (i) giving the Corporation a written statement for circulation to Members prior to the Members' Meeting; and
 - (ii) speaking to the motion at the Members' Meeting.
- (d) The Corporation is to circulate the written statement given under rule 9.24(c)(i) to Members by:
 - (i) sending a copy to everyone to whom notice of the Members' Meeting is sent if there is time to do so; or
 - (ii) if there is not time to comply with rule 9.24(d)(i), by having the statement distributed to Members attending the Members' Meeting and read out at the meeting before the resolution is voted on.
- (e) The written statement given under rule 9.24(c)(i) does not have to be circulated to Members if it is defamatory.

10. Functions, Powers and Duties of Directors

Powers of Directors

- 10.1 The business of the Corporation is to be managed by the Chief Executive Officer or the Deputy Chief Executive Officer under the direction of the Directors.
- 10.2 The Directors may exercise all the powers of the Corporation except any that the Act or the Rule Book requires the Corporation to exercise in a Members' Meeting.

Duties of Directors

- 10.3 Directors must comply with the duties imposed on directors under the Act and the general law, including:
 - (a) a duty of care and diligence;
 - (b) a duty of good faith and to act in the best interests of the Corporation;
 - (c) a duty to disclose a conflict of interest;
 - (d) a duty not to improperly use their position as a Director or information obtained as a Director; and
 - (e) a duty not to trade while insolvent.

Conflict of Interest

- 10.4 A Director who has, or thinks they may have, a conflict of interest in a Corporation matter must tell the other Directors. This includes, but is not limited to, a material personal interest.
- 10.5 The Director must give details of what the interest is, its nature and extent, and how it relates to the Corporation. These details must be given at a Directors' meeting as soon as possible, and must be recorded in the minutes of the meeting.
- 10.6 A Director who has a conflict of interest which is a material personal interest must not:
- (a) be present at a Directors' meeting while the matter in question is being considered; or
 - (b) vote on the matter,
- unless they have been granted approval by the other Directors (those that do not have a conflict of interest) or the Registrar in writing.

Remuneration

- 10.7 The Directors may be paid such reasonable remuneration as determined by the Corporation by resolution in a Members' Meeting.
- 10.8 Rule 10.7 does not prevent:
- (a) a Director who is an employee of the Corporation from receiving remuneration as an employee of the Corporation; or
 - (b) reasonable payments (having regard to the market costs of obtaining similar goods or services) to the Director for a contract for goods or services, provided that rule 10.3 has been complied with.
- 10.9 The Corporation may pay the Directors' travelling and other expenses that the Directors incur:
- (a) in attending Directors' Meetings or any meetings of committees of Directors;
 - (b) in attending any Members' Meetings of the Corporation; and
 - (c) in connection with the Corporation's business.

Negotiable instruments

- 10.10 The Chief Executive Officer or Deputy Chief Executive Officer may sign, draw, accept, endorse or otherwise execute a negotiable instrument.
- 10.11 The Directors may determine that a negotiable instrument may be signed, drawn, accepted, endorsed or otherwise executed in a different way.

Delegation

10.12 The Directors may by resolution delegate any of their powers to:

- (a) a committee of Directors;
- (b) a Director; or
- (c) an employee of the Corporation.

10.13 A delegate must exercise the powers delegated in accordance with any directions of the Directors.

10.14 The exercise of a power by a delegate is as effective as if the Directors had exercised it.

10.15 If the Corporation wants to give a financial benefit to a Director or other related party (including a spouse, child or parent of a director) it must comply with Part 6-6 of the Act and, where required, follow the procedure to get the approval of the Members.

11. Directors' Meetings

Frequency of Directors' Meetings

11.1 The Directors will meet as often as the Directors consider necessary for the good functioning of the Corporation but must meet at least three times in a 12 month period.

Calling and giving notice of Directors' Meetings

11.2 The Directors will normally determine the date, time and place of each Directors' Meeting at the previous Directors' Meeting.

11.3 A Directors' Meeting may be called by a Director giving reasonable notice personally to every other Director.

11.4 The notice must state:

- (a) the date, time and place of the meeting; and
- (b) the general nature of the business to be conducted at the meeting.

11.5 The date, time and place for a Directors' Meeting must not unreasonably prevent a Director attending.

11.6 A resolution passed at a Directors' Meeting will not be invalid only because of an unintentional omission or mistake in giving notice of the Directors' Meeting under rule 11.4 or in giving notice of any changes to the date, time or place of the Directors' Meeting.

Quorum at Directors' Meetings

11.7 The quorum for a Directors' Meeting is a majority of the Directors, and the quorum must be present at all times during the meeting.

Chairing Directors' Meetings

11.8 The Chairperson of the Corporation will chair Directors' meetings or, in their absence, the Vice-Chairperson of the Corporation will chair the meeting.

11.9 If the Chairperson and Vice-Chairperson are not present at a Directors' meeting the Directors present may elect a Director to chair that specific Directors' meeting or a particular part of that Directors' meeting.

Resolutions at Directors' Meetings

11.10 A resolution of the Directors must be passed by a majority of the votes cast by Directors entitled to vote on the resolution.

11.11 The Chairperson has a casting vote if necessary in addition to any vote they have as a Director.

Circulating resolutions

11.12 The Directors may pass a resolution without a Directors' Meeting being held if notice of the resolution is provided to all Directors and the majority of Directors entitled to vote on the resolution sign a statement that they are in favour of the resolution set out in the document.

11.13 Separate copies of a document under rule 11.12 may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.

11.14 A resolution under rule 11.13 is passed when the majority of Directors sign the statement required by rule 11.12.

12. Secretary

Requirements for Secretary

12.1 Only a person who is at least 18 years of age may be appointed as a Secretary.

12.2 A person who is disqualified from managing an Aboriginal and Torres Strait Islander corporation under Part 6-5 of the Act may only be appointed as a Secretary if the appointment is made with:

- (a) the Registrar's permission under section 279-30(7) of the Act; or
- (b) the leave of the court under section 279-35 of the Act.

12.3 The Corporation must receive a signed consent from a person to act as Secretary, before that person is appointed as Secretary and keep each consent received.

How a Secretary is appointed

12.4 The Directors may appoint a Secretary.

Terms and conditions of office

12.5 A Secretary holds office on the terms and conditions (including remuneration) that the Directors determine.

Duties of Secretary

12.6 The Secretary must pass any correspondence received by the Corporation to at least one Director within 14 days after receiving it, or otherwise pass it on in accordance with a process determined by the Directors.

12.7 An act done by the Secretary is effective even if their appointment is invalid because the Corporation or Secretary did not comply with the Rule Book or the Act.

13. Execution of Documents and the Common Seal of the Corporation

The Corporation may have a Common Seal

13.1 The Corporation may have a Common Seal.

13.2 If the Corporation does have a Common Seal:

- (a) the Corporation must set out on it the Corporation's name and ICN; and
- (b) the Common Seal must be kept by a person nominated by the Directors.

13.3 The Corporation may have a duplicate Common Seal. The duplicate must be a copy of the Common Seal with the words 'duplicate seal' added.

Execution of documents

13.4 The Corporation's power to make, vary, ratify or discharge a contract may be exercised by a person acting with the Corporation's express or implied authority and on behalf of the Corporation. The power may be exercised without using a Common Seal.

13.5 The Corporation may execute a document without using a Common Seal if the document is signed by:

- (a) 2 Directors; or
- (b) a Director and a Secretary (if any).

13.6 If the Corporation has a Common Seal, the Corporation may execute a document if the seal is fixed to the document and the fixing of the seal is witnessed by:

- (a) 2 Directors; or
 - (b) a Director and a Secretary.
- 13.7 The Corporation may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with rules 13.5 or 13.6
- 13.8 The execution of documents (including deeds) by the corporation rules does not limit the ways in which the Corporation may execute a document (including a deed).

14. Finances and Record Keeping

Application of funds and property

- 14.1 Subject to the Act and the Rule Book, all funds or property of the Corporation not subject to any special trust can be used at the discretion of the Directors to carry out the Objectives.
- 14.2 Subject to the Act and the Rule Book, no portion of the funds and property of the Corporation may be paid or distributed to any Member.
- 14.3 Nothing in rule 14.2 is intended to prevent:
- (a) the payment in good faith of reasonable wages to a Member who is an employee of the Corporation (having regard to the circumstances of the Corporation and the qualifications, role and responsibilities of the Member as an employee); or
 - (b) reasonable payment in good faith to a Member for a contract for goods or services provided by that Member (having regard to the market costs for obtaining similar goods or services in the area where the goods or services are to be provided).

Minutes of meetings

- 14.4 The Corporation must keep minute books in which it records within 1 month after the relevant meeting:
- (a) proceedings and resolutions of Members' Meetings;
 - (b) proceedings and resolutions of Directors' Meetings;
 - (c) resolutions passed by Members without a meeting pursuant to the Act; and
 - (d) resolutions passed by Directors without a meeting pursuant to the Act.
- 14.5 The minutes of the meeting may be kept:
- (a) in writing; or

- (b) by means of an audio, or audio-visual, recording.
- 14.6 If the minutes of the meeting are kept in writing, the Corporation must ensure that either:
- (a) the chair of the meeting; or
 - (b) the chair of the next meeting,
- signs those minutes within a reasonable time after the first meeting.
- 14.7 If the minutes of the meeting are kept by means of an audio, or audio-visual, recording, the Corporation must ensure that either:
- (a) the chair of the meeting; or
 - (b) the chair of the next meeting,
- signs a declaration under rule 14.8 within a reasonable time after the first meeting.
- 14.8 The declaration under this rule must:
- (a) identify the audio, or audio-visual, recording;
 - (b) if the recording is not a recording of the whole of the meeting, identify the part of the meeting that is recorded; and
 - (c) declare that the recording constitutes the minutes of the meeting or that part of the meeting.
- 14.9 The Corporation must ensure that minutes of the passing of a resolution without a meeting are signed by a Director within a reasonable time after the resolution is passed.
- 14.10 The Corporation must keep its minute books at its registered office.
- 14.11 A minute that is recorded and signed in accordance with rules 14.6 - 14.8 is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.

Rule Book and records about Officers etc.

- 14.12 The Corporation must keep:
- (a) an up-to-date copy of the Rule Book (incorporating any changes to the Rule Book made in accordance with the Act and the terms of the Rule Book); and
 - (b) written records relating to:
 - (i) the names and addresses of the Corporation's current Officers and Secretary; and

- (ii) the Corporation's registered office.

Financial records

14.13 The Corporation must keep written financial records that:

- (a) correctly record and explain its transactions and financial position and performance, including transactions undertaken as trustee; and
- (b) would enable true and fair financial reports to be prepared and audited.

14.14 The financial records must be retained for 7 years after the transactions covered by the records are completed.

Place where records are kept

14.15 The records that the Corporation is required to keep under this rule 14 must be kept at the Corporation's registered office.

Members' access to minutes

14.16 The Corporation must ensure that the minute books and resolutions of Members' Meetings are made available for inspection by the Members consistently with the Act.

Inspection of Books by Members

14.17 The Directors, or the Corporation by a resolution passed at a Members' Meeting, may authorise a Member to inspect the Books of the Corporation.

15. Auditor

15.1 The Corporation must comply with any requirements set out in the Act relating to the examination or auditing of its financial records.

16. Annual Reporting

16.1 The Corporation must comply with the annual reporting requirements set out in the Act.

17. Dispute Resolution Process

17.1 This rule sets out the steps which must be taken to try to resolve any disagreement or dispute about the affairs of the Corporation or how the Act or the Rule Book applies, which arises between:

- (a) Members;
- (b) Members and Directors; or

- (c) Directors.
- 17.2 If a dispute arises, the parties to the dispute must first try to resolve it themselves on an informal basis.
- 17.3 If the dispute is not resolved within 20 Business Days, any party to the dispute may give a dispute notice to the other parties.
- 17.4 A dispute notice must be in writing, must say what the dispute is about, and must be given to the Secretary.
- 17.5 The Directors or any of the dispute parties may ask the Registrar for assistance.
- 17.6 The Directors must help the parties resolve the dispute. The Directors may:
- (a) directly assist the parties to resolve their dispute;
 - (b) refer the parties to senior people and/or the Representative Council to assist the parties to resolve their dispute;
 - (c) refer the parties to an independent person to mediate the dispute. If the dispute is referred to an independent person, that person must provide a report to the Directors and the disputing parties within 14 days of the completion of the mediation, setting out the outcomes of the mediation; or
 - (d) refer the dispute to the Members to resolve at a Members' Meeting.

18. Winding up

Resolution to distribute surplus assets

- 18.1 Subject to rules 18.2 and 18.3, if:
- (a) the Corporation is wound up; and
 - (b) surplus assets of the Corporation exist after all debts and liabilities have been taken care of; and
 - (c) costs of winding up have been paid,

the Members may pass a Special Resolution relating to the distribution of the surplus assets of the Corporation.

No distribution of surplus asset to Members

- 18.2 In the event of the Corporation being dissolved, the amount that remains after such dissolution, the transfer of assets under rule 18.3 and the satisfaction of all debts and liabilities, shall be transferred to any organisation with similar objectives which is not carried on for the profit or gain of its members.

- 18.3 If the Corporation is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any of the following assets shall be transferred to another organisation with similar objectives, which is charitable at law, to which income tax deductible gifts can be made.
- (a) Gifts of money or property for the principal purpose of the Corporation;
 - (b) deductible contributions made in relation to an eligible fundraising event held for the principal purpose of the Corporation within the meaning of Division 30 of the *Income Tax Assessment Act 1997* (Cth);
 - (c) money received by the Corporation because of such gifts.

19. Amendment of the Rule Book

- 19.1 For the Corporation to change its Rule Book, the following steps must be complied with.
- (a) The Corporation must pass a Special Resolution effecting the change; and
 - (b) the Corporation must lodge certain documents under rule 19.2.
- 19.2 Within 28 days after the Special Resolution is passed, the Corporation must lodge with the Registrar:
- (a) a copy of the Special Resolution;
 - (b) a copy of those parts of the minutes of the meeting that relate to the passing of the Special Resolution;
 - (c) a statement signed by 2 Directors; and
 - (d) a copy of the changes to the Rule Book.

Date of effect of change

- 19.3 A change to the Rule Book does not take effect until the new rule book is registered by the Registrar.

Schedule 1 - Dictionary and Interpretation

1.1 Dictionary

Aboriginal Law and Culture means the body of traditions, observances, customs and beliefs of Aboriginal people generally or of a particular community or group of Aboriginal people, and includes any such traditions, observances, customs or beliefs relating to particular people, areas, objects or relationships.

Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) as amended from time to time and any regulations made under it.

Annual General Meeting or **AGM** means a Members' Meeting held in accordance with rule 7.1 - 7.4.

Books include a register, any record of information, financial reports or records of the Corporation however compiled, recorded or stored.

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in the place concerned.

Chairperson means a Director appointed as Chairperson of the Corporation in accordance with the processes in this Rule Book.

Chief Executive Officer or **CEO** is the person who is appointed by the Directors as a full-time employee of the Corporation responsible for the day to day running of the Corporation.

Common Seal means the common seal of the Corporation.

Corporation means the Kimberley Land Council Aboriginal Corporation.

Deputy Chairperson means the Director appointed as deputy chairperson of the Corporation in accordance with the Rule Book.

Deputy Chief Executive Officer or **Deputy CEO** means the person who is appointed by the as a full-time employee of the Corporation responsible for assisting the Chief Executive Officer in the day to day running of the Corporation.

Director means a person appointed according to the processes in this Rule Book.

Directors' Meeting refers to meetings of the Directors held according to this Rule Book.

Executive Board means the Directors of the Corporation.

Eligible Corporation means an Aboriginal Corporation which is not an RNTBC that the Corporation has confirmed in writing is eligible to nominate a PBC / Claim Group Nominee.

Kimberley Region means the Kimberley region of Western Australia, and includes (but may not be limited to) the area identified as the Kimberley region in the *Native Title (Recognition as Representative Body – Kimberley Land Council) Instrument 2021 (Cth)*.

Member means a person whose name appears on the Register of Members as a current member of the Corporation.

Members' Meeting refers to meetings of the Members that are called and held according to rule 7 and includes Annual General Meetings.

Native Title Claim Group means the people who authorised an applicant to make an application for a determination of native title for an area of land or waters within the Kimberley Region.

Negotiable Instrument means:

- (i) a bill of exchange, promissory note, cheque or other negotiable instrument; or
- (ii) an indorsement on, or order in, a bill of exchange, promissory note, cheque or other negotiable instrument; or
- (iii) a letter of credit,

of, or purporting to be issued or signed by or on behalf of, the Corporation.

Objectives means the objectives of the Corporation set out in rule 3.

Officer is a Director, Secretary, administrator, special administrator, receiver, receiver and manager, liquidator or trustee of the Corporation or a person who makes decisions that affect a substantial part of the business of the Corporation, or could significantly affect the Corporation's financial standing.

Poll means voting at a Members' Meeting by the Members signing a paper headed "for" or "against" a motion or resolution, as the case may be (as opposed to voting by a show of hands). A poll can include a secret ballot.

Proxy means a person who has been appointed to attend, speak and vote at a Members' Meeting on behalf of a Member in accordance with the processes in this Rule Book.

Representative Council means those people who from time to time are acknowledged as the Representative Council in accordance with rule 9.

Registered Native Title Body Corporate or **RNTBC** means a prescribed body corporate registered on the National Native Title Register under the *Native Title Act 1993* (Cth).

Register of Former Members means the register of former Members kept by the Corporation.

Register of Members means the register of Members kept by the Corporation.

Registrar means the Registrar of Aboriginal and Torres Strait Islander Corporations appointed in accordance with the Act.

Replaceable Rule is a rule under the Act that can either apply as is or be changed.

Rule Book means this document.

Secretary means a person elected or appointed by the Directors as Secretary of the Corporation in accordance with the processes in this Rule Book.

Set Law means provisions extracted from the Act.

Special Resolution means a resolution that has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution.

Traditional Owners and Custodians means an Aboriginal person who has, in accordance with Aboriginal tradition, social, economic and spiritual affiliation with and responsibility for the land and sea or any part of that land and sea in the Kimberley region.

Interpretation

1.2 In this Rule Book:

- (i) words in the singular include the plural and vice versa;
- (ii) the words 'including', 'include' and 'includes' are to be read without limitation;
- (iii) a reference to legislation is to be read as a reference to that legislation, any subordinate legislation under it, and that legislation and subordinate legislation as amended, re-enacted or replaced for the time being;
- (iv) headings and notes are used for convenience only and are not intended to affect the interpretation of this Rule Book; and
- (v) a word or expression defined in the Act and used, but not defined, in this Rule Book has the same meaning given to it in the Act when used in this Rule Book; and
- (vi) any inconsistency with the Act is to be resolved in favour of the Act.

Schedule 2 - Application for Membership

Kimberley Land Council Aboriginal Corporation (ICN 21)

I,(full name of person)
of (address)
born on(date of birth)

declare that I am at least 18 years of age and a Traditional Owner and Custodian from the Kimberley region

and apply for membership of the Kimberley Land Council Aboriginal Corporation.

Contact/Postal address (if different):

Contact phone number:

Contact email:

Signature of applicant.....

Date

Schedule 3 - Proxy Form

Kimberley Land Council Aboriginal Corporation (ICN 21)

APPOINTMENT OF PROXY

I, _____ (full name of member)
of _____ (address of member)
am a member of the Corporation.

I appoint _____ (full name of proxy)
of _____ (address of proxy)

as my Proxy to vote for me on my behalf at the Members' Meeting of the corporation (annual general meeting or other Members' meeting, as the case may be)

to be held on / / and at any adjournment of that meeting.

Specific voting directions (if any).....

Signature of
member appointing proxy

Date

NOTE:

Your Proxy must also be a Member of the Kimberley Land Council. A person must not exercise proxies for more than 3 members.

Your completed form must be returned to the Corporation **at least 48 hours before** the meeting.

Schedule 4 – Consent to be a Director Form

Kimberley Land Council Aboriginal Corporation (ICN 21)

Consent to become a director

I, _____ (full name of person)
of _____ (residential address, a post address is not sufficient)

give consent to become a director of the Corporation.

I confirm my date of birth is _____ (date of birth)
and my place of birth was _____ (place of birth)

and I have applied for a director identification number / have a director identification number (circle whichever appropriate)

I have disclosed to the Kimberley Land Council Aboriginal Corporation details of any matters that may influence the Corporation's decision about my suitability to be a Director or that may bring the Kimberley Land Council Aboriginal Corporation into disrepute, including any convictions against me for an offence that resulted in 12 months imprisonment or more.

I acknowledge that the Corporation may decide to remove me as a Director if I fail to disclose relevant matters.

I acknowledge that a person is automatically disqualified from managing a corporation formed under the CATSI Act under Part 6-5 if the person:

- has been convicted of an offence under the CATSI Act that is punishable by imprisonment for more than 12 months;
- has been convicted of an offence involving dishonesty that is punishable by imprisonment for at least three months;
- has been convicted of an offence against the law of a foreign country that is punishable by imprisonment for more than 12 months;
- is an undischarged bankrupt;
- has signed a personal insolvency agreement and have not kept to the agreement; or
- has been disqualified under the Corporations Act 2001 (Cth) from managing Corporations.

I have completed a National Police check and Working with Children's Clearance and it has been provided to the Corporation or will be provided to the Corporation.

I am not disqualified for any of those reasons and I will notify the Corporation if any of the above events occur after my appointment.

I have not been disqualified by the Australian Charities and Not-for-profits Commissioner at any time during the previous year from being a responsible person (what the ACNC Act calls a 'responsible entity') of a registered charity.

Signature of person

.....

Date

.....

Director identification number / date of application for director identification number

.....

.....

NOTE: The period of automatic disqualification is set out in sections 279-5 and 279-10 of the CATSI Act.

This form should be completed and given to the Corporation before the person is appointed as a director (section 246-10(1) of the CATSI Act).

List of Internal Governance and Replaceable Rules

Note: Rules which are highlighted are replaceable rules which are not modified by this Rule Book

Item	Subject of provision	Provision
Chapter 3—Basic features of an Aboriginal and Torres Strait Islander corporation		
1A	Resolution of internal disputes	subsection 66-1(3A)
1B	Resolution of disputes with persons who are or who claim to be common law holders	subsection 66-1(3B)
Chapter 4—Members and observers		
1C	Eligibility requirements for membership of registered native title body corporate	section 141-25
1	How does a person become a member?	section 144-1
2	Application to corporation	section 144-5 <i>subsection (2) is a replaceable rule</i>
3	Determination of applications for membership	section 144-10 <i>subsection (7) is a replaceable rule</i>
4	Fees for membership and being an observer	section 144-15
5	Obligation to contribute on winding up	section 147-1
6	Corporation may impose other membership obligations	section 147-5
7	Liability of corporation members	section 147-10
8	Cessation of membership	section 150-1
10	Resignation	section 150-10 <i>subsection (2) is a replaceable rule</i>
11	General	section 150-15
12	Member of corporation that is not a registered native title body corporate not eligible for membership etc.	section 150-20 <i>this section is a replaceable rule</i>
12A	Member of registered native title body corporate not eligible for membership etc.	section 150-22
13	Member not contactable	section 150-25
14	Member is not an Aboriginal and Torres Strait Islander person	section 150-30
15	Member misbehaves	section 150-35
16	Different classes of members	section 153-1
17	Observers	section 158-5 <i>subsection (2) is a replaceable rule</i>
18	What protections apply to variations or cancellations of class rights?	Division 172
19	Corporation or directors may allow member to inspect books	section 175-15 <i>this section is a replaceable rule</i>

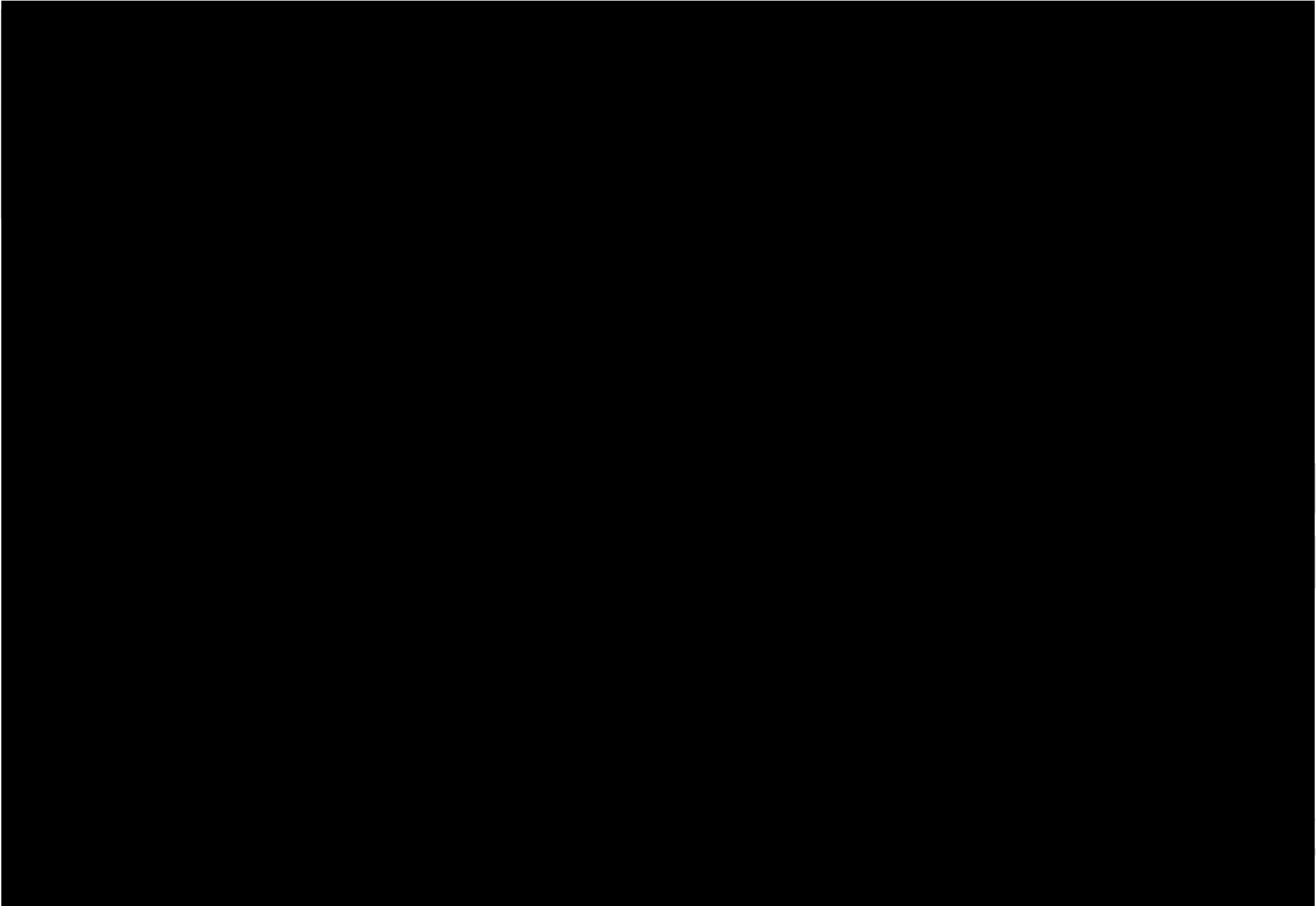
Item	Subject of provision	Provision
	Chapter 5—Meetings	
20	Director may call meetings	section 201-1 <i>this section is a replaceable rule</i>
21	Request by members for directors to call general meetings	section 201-5
22	When must directors comply with members' request?	section 201-10
23	When must a requested meeting be held?	section 201-15
24	Amount of notice for general meeting	section 201-20
25	Notice of general meeting to members, officers and observers	section 201-25 <i>subsections (2), (5) and (6) are replaceable rules</i>
26	Auditor entitled to notice and other communications	section 201-30
27	Contents of notice of general meeting	section 201-35
28	Members' resolutions	section 201-40
29	Notice of members' resolutions	section 201-45
30	Members' statements to be distributed	section 201-50
31	Purpose	section 201-55
32	Time and place for general meeting	section 201-60
33	Technology	section 201-65
34	Quorum	section 201-70 <i>subsections (1), (2), (5) and (6) are replaceable rules</i>
35	Chairing general meeting	section 201-75 <i>this section is a replaceable rule</i>
36	Auditor's right to be heard at general meetings	section 201-80
37	Adjourned meetings	section 201-85 <i>subsection (2) is a replaceable rule</i>
38	Who may appoint a proxy	section 201-90 <i>this section is a replaceable rule</i>
39	Rights of proxies	section 201-95
40	Appointing a proxy	section 201-100
41	Proxy documents	section 201-105
42	Body corporate representative	section 201-110
43	How many votes a member has	section 201-115 <i>this section is a replaceable rule</i>
44	Objections to right to vote	section 201-120 <i>this section is a replaceable rule</i>
45	How voting is carried out	section 201-125 <i>this section is a replaceable rule</i>
46	Matters on which a poll may be demanded	section 201-130
47	When a poll is effectively demanded	section 201-135
48	When and how polls must be taken	section 201-140 <i>this section is a replaceable rule</i>

Item	Subject of provision	Provision
49	Corporation must hold first general meeting within 3 months of registration	section 201-145
50	Corporation must hold AGM	section 201-150
51	Extension of time for holding AGM	section 201-155
52	Business of AGM	section 201-160
53	Questions and comments by members on corporation management at AGM	section 201-165
54	Questions by members of auditors at AGM	section 201-170
55	Circulating resolutions	section 204-1
56	Resolutions of 1 member corporations	section 204-5
57	Constitution to provide for meetings	section 212-1
58	Calling directors' meetings	section 212-5 <i>this section is a replaceable rule</i>
59	Use of technology	section 212-10
60	Chairing directors' meetings	section 212-15 <i>this section is a replaceable rule</i>
61	Quorum at directors' meetings	section 212-20
62	Passing of directors' resolutions	section 212-25 <i>this section is a replaceable rule</i>
63	Circulating resolutions of corporation with more than 1 director	section 215-1 <i>this section is a replaceable rule</i>
64	Resolutions and declarations of 1 director corporation	section 215-5
65	Minutes	section 220-5
66	Members' access to minutes	section 220-10
Chapter 6—Officers		
67	Minimum number of directors	section 243-1
68	Maximum number of directors	section 243-5
69	Eligibility for appointment as a director	section 246-1
70	Majority of director requirements	section 246-5
71	Consent to act as director	section 246-10
72	Corporation may appoint a director	section 246-15 <i>this section is a replaceable rule</i>
73	Directors may appoint other directors to make up a quorum	section 246-20 <i>this section is a replaceable rule</i>
74	Term of appointment	section 246-25 <i>subsections (1) and (3) are replaceable rules</i>
75	Alternate directors	section 246-30 <i>this section is a replaceable rule</i>
76	How does a person cease to be a director?	section 249-1
77	Director may resign	section 249-5 <i>subsection (2) is a replaceable rule</i>
78	Removal by members	section 249-10

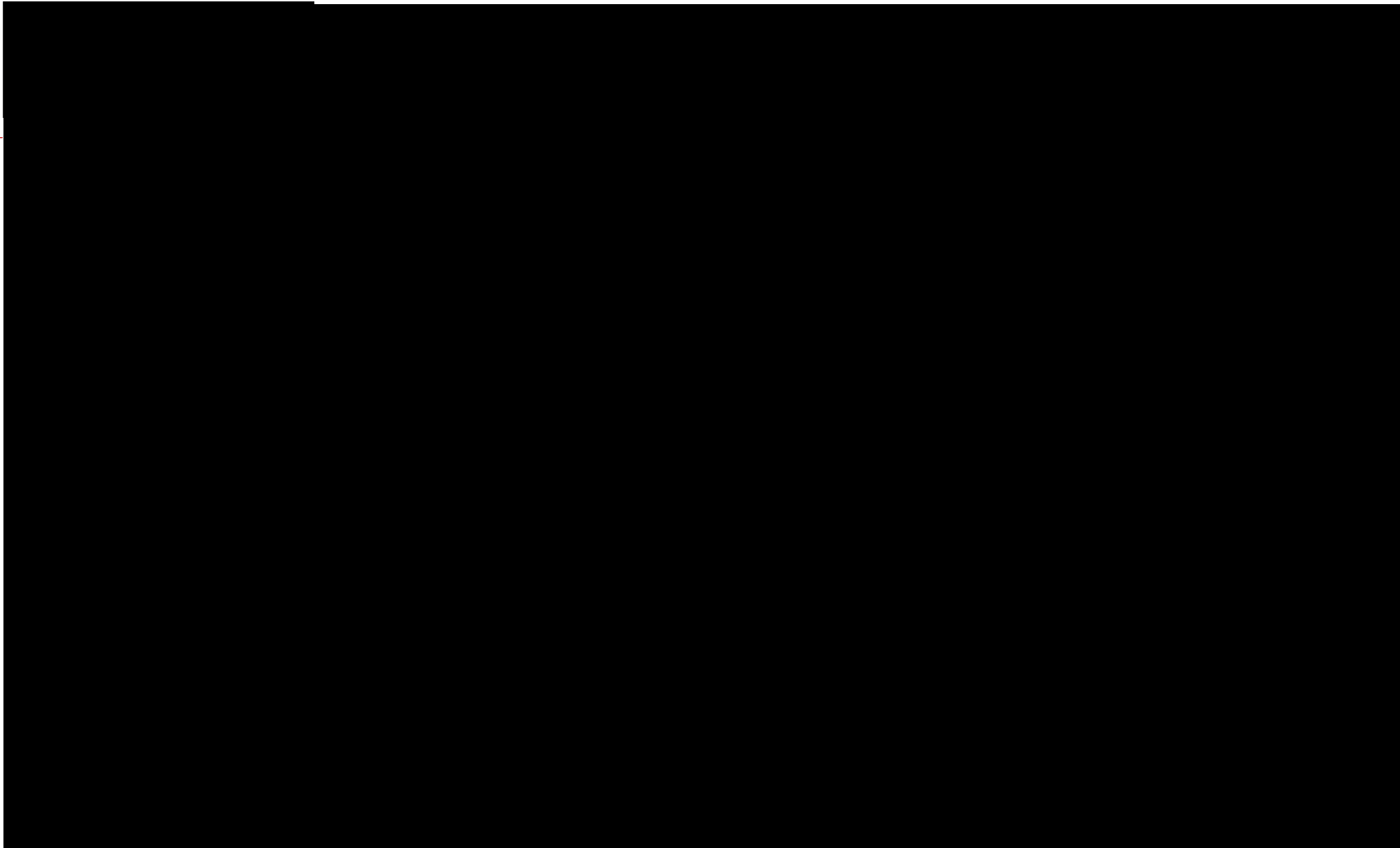
Item	Subject of provision	Provision
79	Removal by other directors	section 249-15
80	Remuneration	section 252-1
81	How a secretary or contact person is appointed	section 257-20
82	Terms and conditions of office for secretaries	section 257-45 <i>this section is a replaceable rule</i>
83	Terms and conditions of contact person's appointment	section 257-50 <i>this section is a replaceable rule</i>
84	Duties in relation to disclosure of, and voting on matters involving, material personal interests	Division 268
85	Powers of directors	section 274-1 <i>this section is a replaceable rule</i>
86	Negotiable instruments	section 274-5 <i>this section is a replaceable rule</i>
87	Delegation	section 274-10
88	Right of access to corporation books	section 274-15
89	Member approval needed for related party benefit	Part 6-6

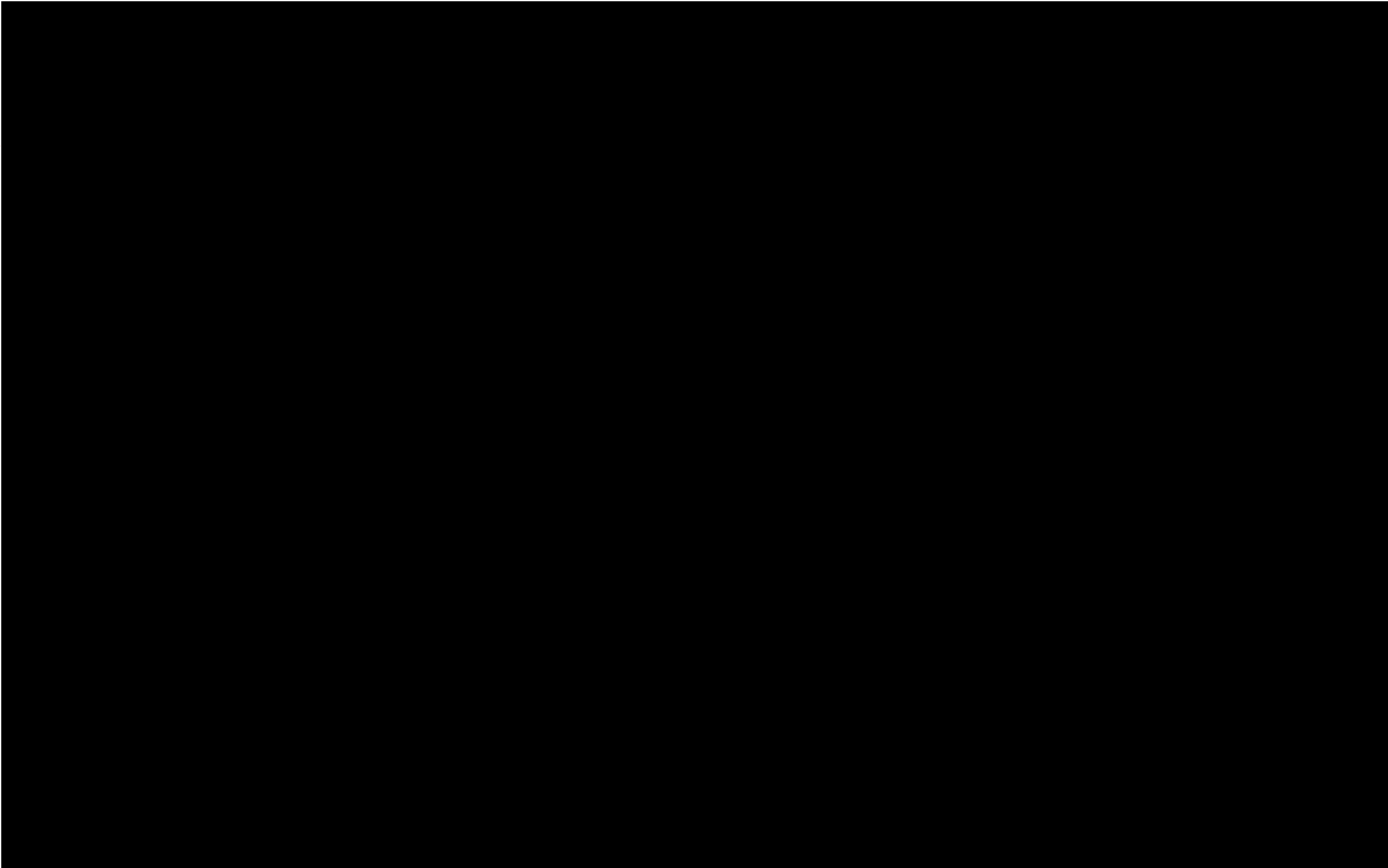
Annexure 11

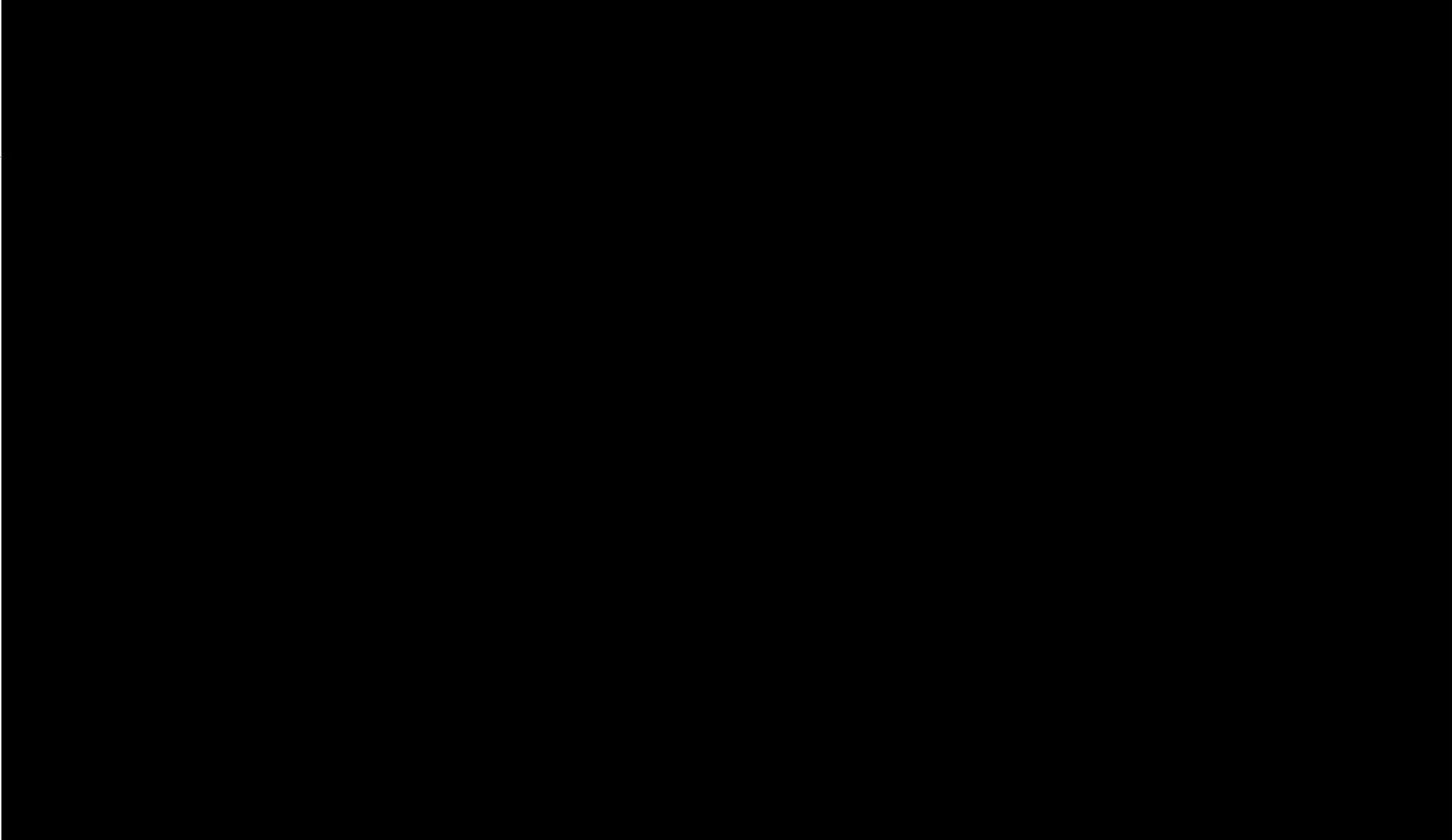
Forensic Audit of the KSDCT Conducted by Auxilium Partners

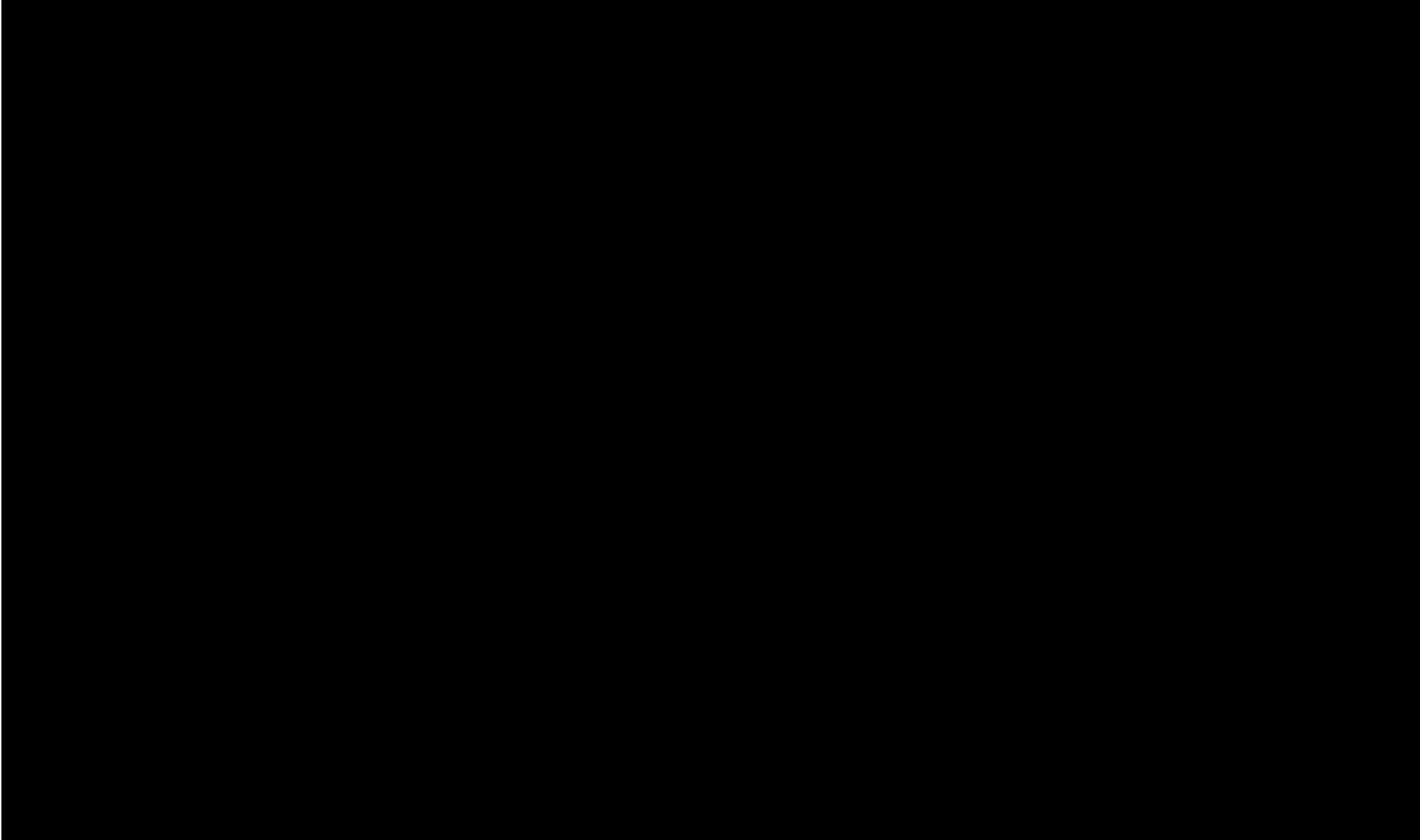


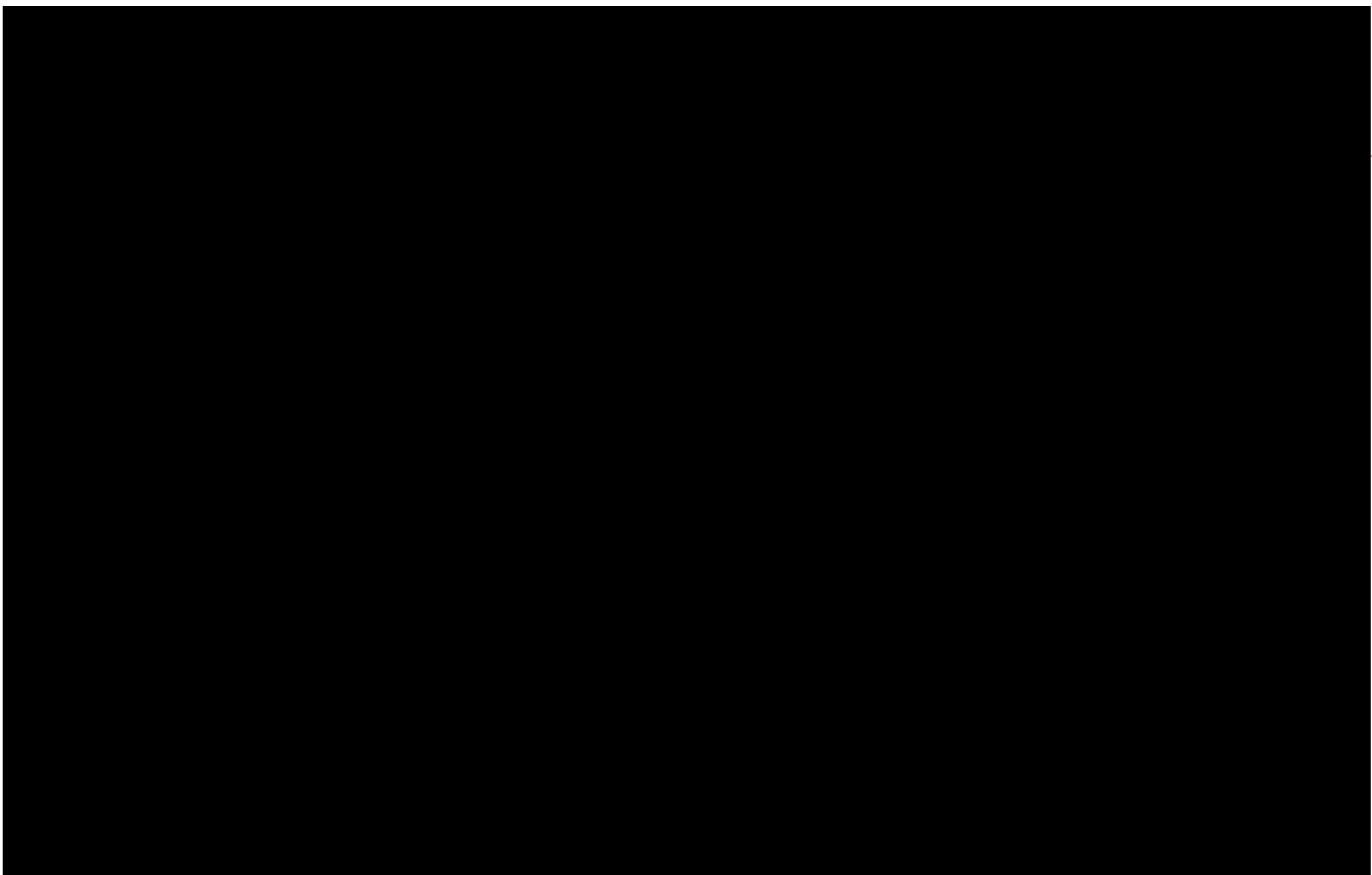


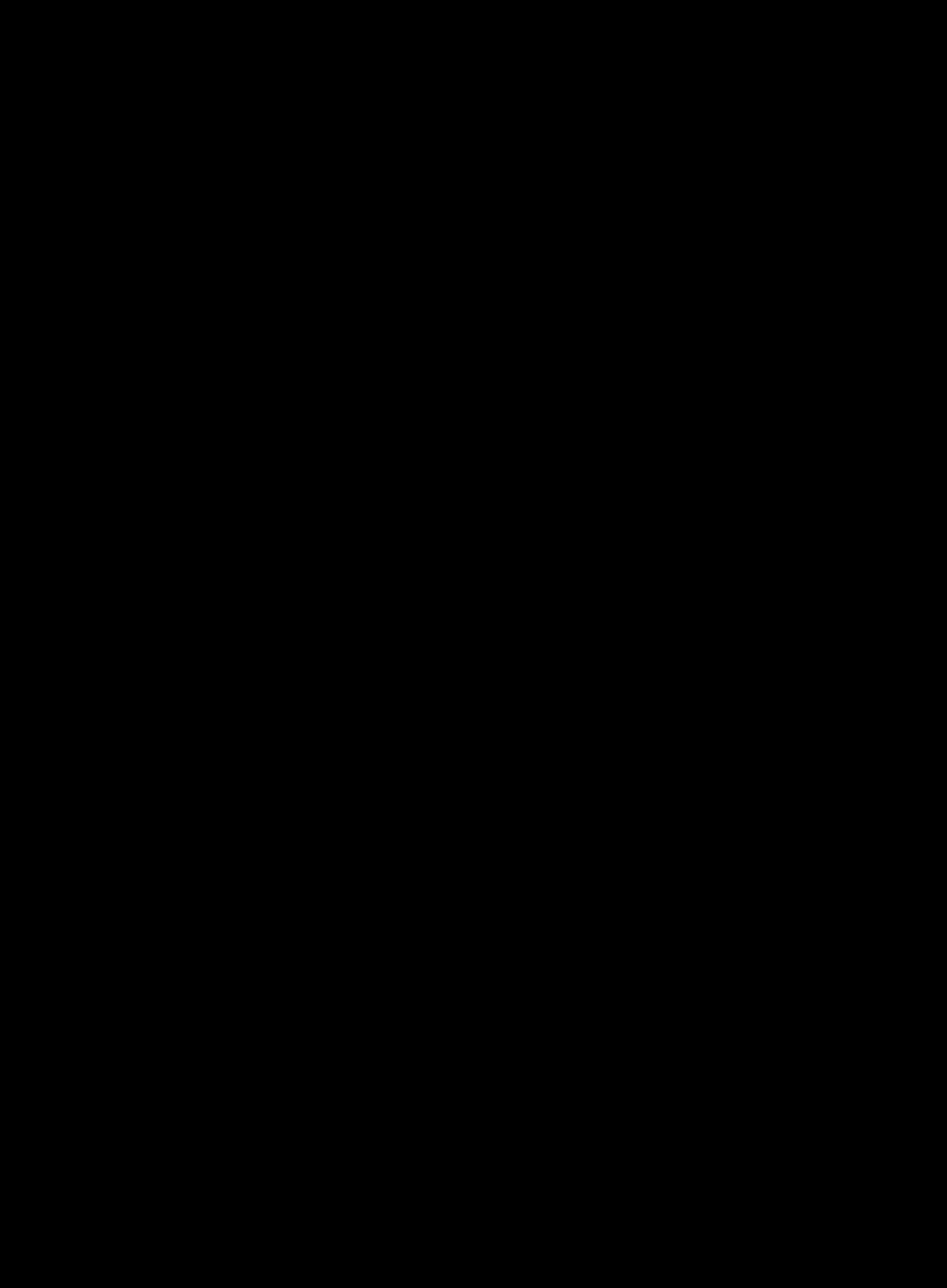


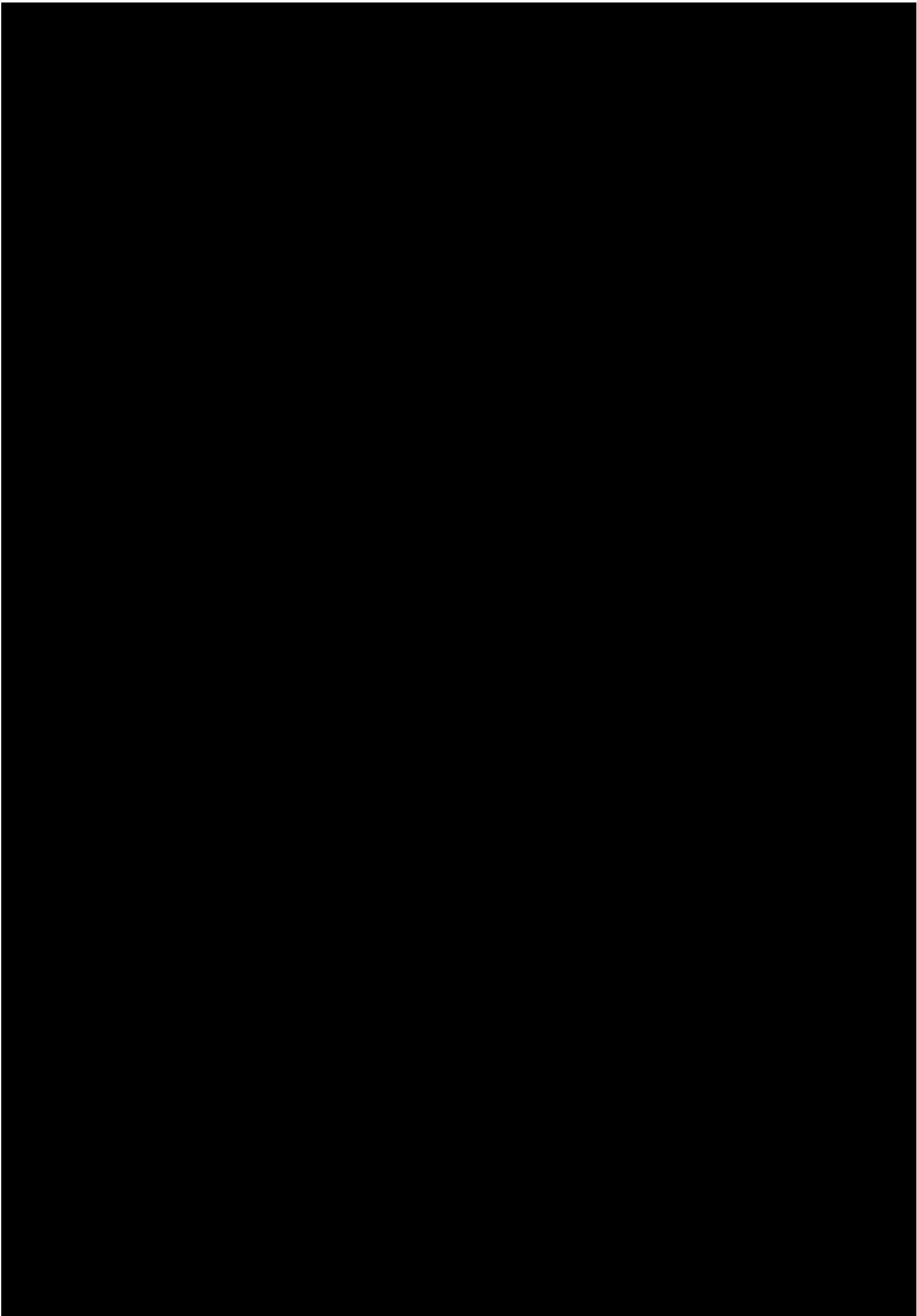


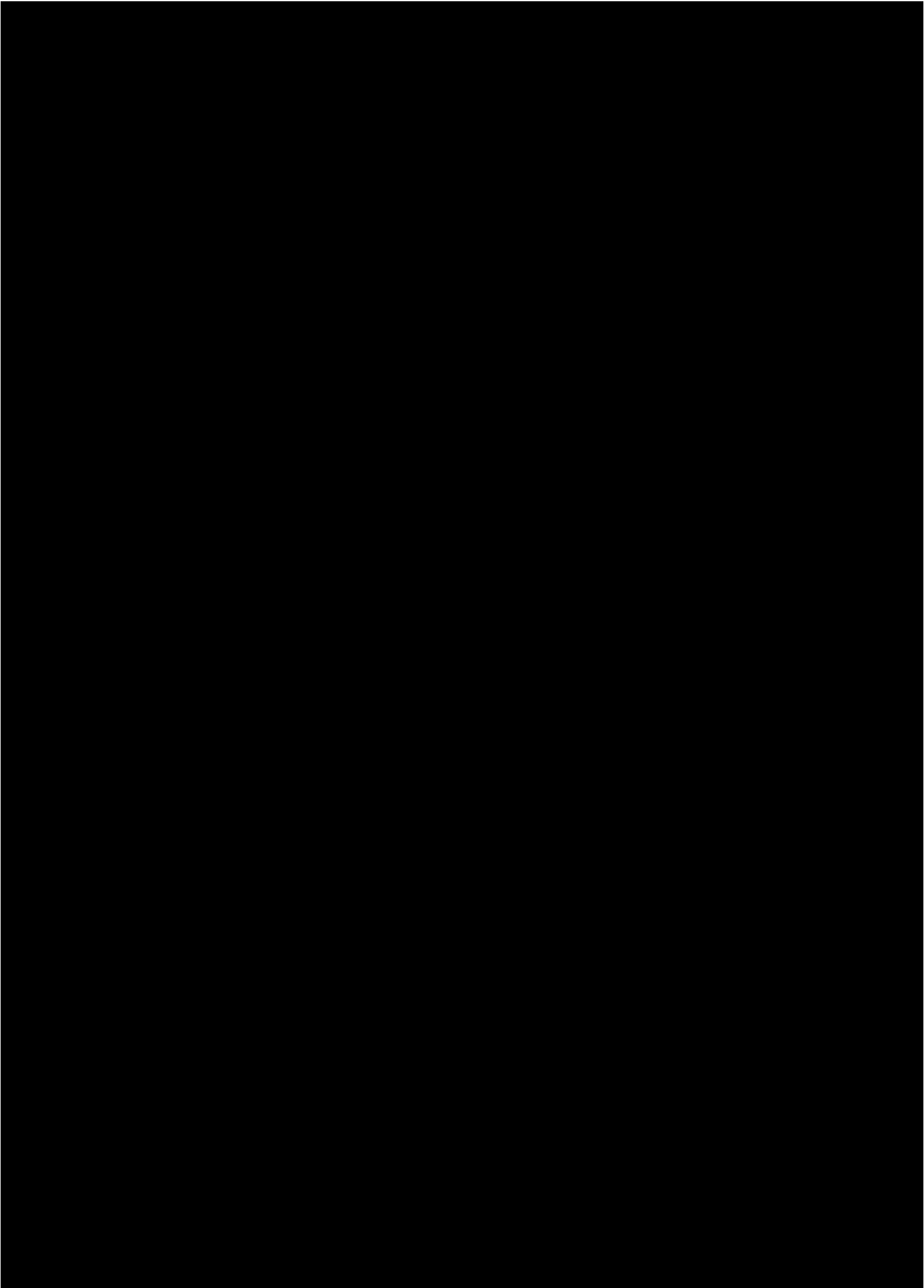












Annexure 12
ORIC Extract of Kimberley Land Council
Aboriginal Corporation



This extract contains information derived from the ERICCA information system from information and documents lodged with the Registrar of Indigenous Corporations and processed as at the date the extract was produced.

Please notify ORIC of any inaccuracies in this extract.

· Freecall: 1800 622 431 (not free for mobiles) · Email: info@oric.gov.au · Website: www.oric.gov.au

Kimberley Land Council Aboriginal Corporation

Indigenous Corporation Number: 21
Australian Business Number: 96724252047
Registration date: 27/7/1979
Principal activity: Other;

Corporation Size: LARGE
Does the corporation own land?: Unknown

Current corporation details

Corporation name: Kimberley Land Council Aboriginal Corporation
Name start date: 27/7/1979
Registration status: REGISTERED
Regulation Action:

Main place of business: 11 Gregory Street, BROOME WA 6725
Contact numbers: Telephone 08 9194 0100 Fax 08 9193 6279
Corporation's email address: executive.assistant@klc.org.au
Preferred method of communication: Email
Registered office address (ROA) / document access address: 11 Gregory Street, BROOME WA 6725
Postal address: PO BOX 2145, BROOME WA 6725

Directors

Mr Wayne Bergmann

Previous name(s) (if any):
Residential address: [REDACTED]
Born: 27/6/1969 Derby
Date of Appointment: 21/9/2016
Appointment Term: This director will hold office for up to 2 year(s)
This person is a: Director

Miss Trisha Birch

Previous name(s) (if any):
Residential address: [REDACTED]
Born: 17/3/1976 Wyndham
Date of Appointment: 10/11/2020
Appointment Term:
This person is a: Director

Mr Glenn Bonney

Previous name(s) (if any):

Residential address:

Born: 6/8/1980 Fitzroy Crossing

Date of Appointment: 10/11/2020

Appointment Term:

This person is a: Director

Mr Percy Brown

Previous name(s) (if any):

Residential address:

Born: 8/10/1958 Nookanbah Station

Date of Appointment: 10/11/2020

Appointment Term:

This person is a: Director

Mr Trevor Cox

Previous name(s) (if any):

Residential address:

Born: 15/5/1977 Broome

Date of Appointment: 18/9/2018

Appointment Term: This director will hold office for up to 2 year(s)

This person is a: Director

Mr Frank Davey

Previous name(s) (if any):

Residential address:

Born: 27/11/1949 Sunday Island

Date of Appointment: 21/9/2016

Appointment Term: This director will hold office for up to 2 year(s)

This person is a: Director

Ms Irene Davey

Previous name(s) (if any):

Residential address:

Born: 12/9/1940 Bulgin

Date of Appointment: 1/7/2009

Appointment Term: This director will hold office for up to 2 year(s)

This person is a: Director

Mrs Elizabeth Dixon

Previous name(s) (if any):

Residential address:

Born: 6/8/1952 Broome

Date of Appointment: 10/11/2020

Appointment Term:

This person is a: Director

Ms Shirley Drill

Previous name(s) (if any):

Residential address:

Born: 10/6/1947 Bush

Date of Appointment: 21/9/2016

Appointment Term: This director will hold office for up to 2 year(s)

This person is a: Director

Mrs Miranda Gore

Previous name(s) (if any):

Residential address:

Born: 24/2/1983 Kununurra

Date of Appointment: 10/11/2020

Appointment Term:

This person is a: Director

Mr Kamus Green

Previous name(s) (if any):

Residential address:

Born: 12/3/1986 Derby

Date of Appointment: 10/11/2020

Appointment Term:

This person is a: Director

Mr John Hamilton

Previous name(s) (if any):

Residential address:

Born: 17/7/1967 Wyndham

Date of Appointment: 10/11/2020

Appointment Term:

This person is a: Director

Mr Nolan Hunter

Previous name(s) (if any):

Residential address:

Born: 4/10/1959 Broome

Date of Appointment: 1/7/2009

Appointment Term: This director will hold office for up to 2 year(s)

This person is a: Director

Mr Thomas King

Previous name(s) (if any):

Residential address:

Born:

Date of Appointment: 18/9/2018

Appointment Term: This director will hold office for up to 2 year(s)

This person is a: Director

Miss Annette Kogolo

Previous name(s) (if any):

Residential address:

Born: 12/5/1959 Fitzroy Crossing

Date of Appointment: 18/9/2018

Appointment Term: This director will hold office for up to 2 year(s)

This person is a: Director

Mr Nathan Lenard

Previous name(s) (if any):

Residential address:

Born: 19/10/1975 Fitzroy Crossing

Date of Appointment: 10/11/2020

Appointment Term:

This person is a: Director

Miss Jean Malay

Previous name(s) (if any):

Residential address:

Born: 31/10/1961 Mornington Station

Date of Appointment: 21/9/2016

Appointment Term: This director will hold office for up to 2 year(s)

This person is a: Director

Mr Clement Maraltadj

Previous name(s) (if any):

Residential address:

Born: 23/11/1955 Kalaumburu

Date of Appointment: 10/11/2020

Appointment Term:

This person is a: Director

Mr Dean Matthews

Previous name(s) (if any):

Residential address:

Born: 22/9/1972 Broome

Date of Appointment: 10/11/2020

Appointment Term:

This person is a: Director

Miss Anne Poelina

Previous name(s) (if any):

Residential address:

Born: 2/4/1957 Broome

Date of Appointment: 10/11/2020

Appointment Term:

This person is a: Director

Mr Raymond Sahanna

Previous name(s) (if any):

Residential address:

Born: 17/2/1968 Broome

Date of Appointment: 7/12/2021

Appointment Term:

This person is a: Director

Miss Joan Simon

Previous name(s) (if any):

Residential address:

Born: 22/5/1966 Wyndham

Date of Appointment: 10/11/2020

Appointment Term:

This person is a: Director

Miss Marianne Skeen

Previous name(s) (if any):

Residential address:

Born: 22/3/1962 Halls Creek

Date of Appointment: 7/12/2021

Appointment Term:

This person is a: Director

Mr Gregory Tait

Previous name(s) (if any):

Residential address:

Born: 7/1/1968 Derby

Date of Appointment: 21/9/2016

Appointment Term: This director will hold office for up to 2 year(s)

This person is a: Director

Mr Anthony Watson

Previous name(s) (if any):

Residential address:

Born: 16/1/1971 Derby

Date of Appointment: 1/7/2007

Appointment Term: This director will hold office for up to 2 year(s)

This person is a: Director

Mr Robert Watson

Previous name(s) (if any):

Residential address:

Born: 12/4/1940 Derby

Date of Appointment: 18/9/2018

Appointment Term: This director will hold office for up to 2 year(s)

This person is a: Director

Mr Dwesmond Wiggan

Previous name(s) (if any):

Residential address:

Born: 22/3/1988 Derby

Date of Appointment: 10/11/2020

Appointment Term:

This person is a: Director

Miss Valarie Wiggan

Previous name(s) (if any):

Residential address:

Born: 6/11/1967 Derby

Date of Appointment: 7/12/2021

Appointment Term:

This person is a: Director

Miss Rowena Wright

Previous name(s) (if any):

Residential address:

Born: 27/9/1984 Broome

Date of Appointment: 10/11/2020

Appointment Term:

This person is a: Director

Contact person / secretary

Contact person for a small or medium corporation: N Secretary for a large corporation: Y

Mr Anthony Watson

Previous name(s) (if any):

Residential address:

Date of Appointment: 30/4/2021

Members

Catherine Adams
Mr Dwayne Ah Choo
Mr Henry Ah Choo
Ms Flora Ahchoo
Mr Stewart Ahchoo
Mr Yoshi Akune
Mr Bobby Albert
Ms Bobetta Albert
Mr Bruce Albert
Mr Joseph Albert
Mr Philip Albert
Mr Eris Albert-Parriman
Ms Andrea Alberts
Ms Dorothy Alberts
Ms Pamela Alberts
Ms Roslyn Alberts
Mr Wayne Alberts
Mr Wesley Alberts
Ms Bessie Anda
Ms Mary Anda
Mr Jimmy Dillon Andrews
Mr Justin Andrews
Miss Kristen Andrews
Mr Samuel Keith Andrews
Ms Yvette Andrews
Mr Jimmy Angie
Mr Joseph Angie
Ms Bernadette Angus
Ms Bernadette C Angus
Ms Colleen Faye Angus
Mr Jasman (Bolo) Angus
Ms Laurel Angus
Miss Marilyn Angus
Ms Rohanna Angus
Ms Rosanna Angus
Ms Vanessa Angus
Mr Tableland Anji
Mrs Dianne Appleby
Mr Cyril Archer
Ms Agnes Armstrong
Mr Marshall Auburn
Mr Henry Augustine
Miss Marcella Augustine
Ms Philomena Baadjo
Ms Tossie Baadjo
Ms Dierdre Backhouse
Miss Martina Badal
Ms Bidy Baddjo
Mr Damian Balacky
Mr Booma Balbal
Ms Jillian Bangmorra
Julie Bangu
Miss Kamahl Bangu
Mr David Banjo
Ms Lilly Banks
Ms Tanba Banks
Ms Valma Banks
Mr Kenneth Barker
Mr Wayne Barker
Miss Agnes Barnes
Ms Lady Barnes
Zaripha Barnes
Mr Gordon Barney
Mr Gordon Low Barney
Mr Warren Barunga

Ms Cecilia Baylon
Miss Angelina Flora Bedford
Mr Eric (Dickie) Bedford
Mr Gerri Bedford
Ms Janene Bedford
Ms Joanne Bedford
Mr Keith Bedford
Mr Lance Bedford
Mr Liam Bedford
Ms Mary Lou Bedford
Miss Michelle Bedford
Mrs Patsy Bedford
Mr Stanley Stewart Bedford
Mr Trevor Bedford
Mr Eric Bedford (Snr)
Boody Begar
Mr Francis Bellou
Frankie Bellou
Jamsey Bellou
Ms Celia Bennett
Ms Marlene Bennie
Ms Nora Bennie
Mr Eric Lawford Benning
Mr Bevan Bent
Miss Patricia Bergmann
Miss Sarah Bergmann
Mr Wayne Bergmann
Justin Bernard
Mr Albert Bevan
Mr Lee Bevan
Ms Tracy Bevan
Ms Penny Bidd
Ms Jane Biendurry
Mr Nelson Biendurry
Ms Olive Biendurry
Mr Mark Bin Barker
Mr Paul Bin Busu
Mr Paul Bin Busu
Mr Terry Bin Busu
Mr Zainel Bin Busu
Ms Norliya Bin Hitam
Miss Sherena (Jaogerie) Bin Hitam
Mr Christopher Bin Kali
Ms Madeline Bin Kali
Ms Marietta Bin Kali
Mr William Bin Kali
Mr Louie Bin Maarus
Mr Andrew Bin Rashid
Mr Martin Bin Rashid
Mr Zulie Bin Rashid
Mr Brian Bin Saaban
Ismail Bin Saad - Jeffrey
Ms Maggie Bingigee
Mr Donald Birch
Donna Birch
Mr Reginald Birch
Miss Rhonda Birch
Mr Thomas Birch
Ms Trisha Birch
Mr Thomas Birch (Jnr)
Mr James Birch Gallagher
Miss Christine Birrell
Mr Scotty Birrell
Ms Yvonne Birrell
Ms Daisy Bitting
Ms Bidy Bonney
Mr Glenn Bonney

Mr John Booling
Mr Boomer Boomer
Mr Harold Boomer
Ms Blanche Bowles
Mr Roger Bowndlie
Ms Hanson Boxer
Mr Tarras Boxer
Mr Truman Boxer
Mr Bradley Bradshaw
Kimberley Bridge
Ms Dolores Bridgman
Mr Puddin Brockman
Mr George Brooking
Jonil Brooking
Mr Billy Brown
Ms Cheryl Ruth Brown
Mr David Brown
Ms Elizabeth Brown
Mr Harold Brown
Mr James Brown
Jamie Brown
Mr Joe Brown
Mr Joshua Brown
Mr Lucas Brown
Mr Peter Brown
Ms Shirley Brown
Mr Percy Brown (Bulagardie)
Ms Stella Brumby
Mr Willy Brumby
Ms Molly Bryant
Mr Billy Buck
Mr Kevin Buck
Miss Margaret Buck
Ms Sylvia Buck
Mr Kevin Buckeridge
Ms Antonia Buckle
Ms Maitland Buckle
Miss Maxine Buckle
Ms Annie Bulgardie
Ms Margaret Bumble Bee
Miss Evelyn Bundora
Mr William Bunjuck
Ms Dorothy Burgu
Ms May Butcher
Ms Dulcie Butt
Ms Janice Butt
Mr John Butt
Ms Patsy Butt
Mr Paul Andrew Butters
Ms Vicki Butters
Ms Elsie Button
Mr Vaughn Button
Ms Ida Calya
Mr Cyril Calyon
Mr Donald Campbell
Ms Julia Campbell
Mr Churchill Cann
Ms Dorothy Carey
Kriss Carey
Miss Lena Carey
Miss Martina Carey
Ms Rosemary Carey
Mr Terrence Jack Carey
Ms Elizabeth Carldon
Mr Barry Carlton
Miss Helen (Bindy) Carlton
Miss Kurlanette Carlton

Miss Melinda Carlton
Ms Natalie Carlton
Mr Ronnie Carlton
Mr Teddy Carlton
Mr John Carpio
Ms Betty Carrington
Mr Daniel Carrington
Ms Craig Carrodus
Ms Claude Carter
Ms Delphine Carter
Miss Emily Carter
Mr Laurie Carter
Ms Merle Carter
Mr Michael Carter
Mr Neil Carter
Ms Sheryl Carter
Ms Violet Carter
Ms Tanya Carter - Prizmic
Mr Abraham Caylon
Miss Petronella Channing
Ms Dorothy Chapman
Mr Harold Chapman
Miss Lucy Chapman
Mr Paul Chapman
Mr Brendan Chaquebor
Ms Gemma Chaquebor
Ms Roberta Chaquebor
Mr Aloishus Charles
Elizabeth Charles
Mr Raymond Charles
Miss Rona Charles
Mr Vincent Charley
Mr Brian Charlie
Ms Rosie Charlie
Miss Freda Charma
Ms Linda Charmawina
Ms Daisy Chatanalgi
Ms Barbara Cheinmora
Ms Dolores Cheinmora
Mr Leon Cherabun
Mr Corey Cherel
Mr Dandrick Cherel
Ms Edna Cheryl
Mr Chestnut Chestnut
Mr Lillian Chestnut
Ms Louise Chestnut
Mr Russell Chestnut
Miss Maxine Chi
Mr David Chuguna
Ms Mona Chuguna
Mr Frank Chulung
Miss Freda Chulung
Ms Gailene Chulung
Wendy Chungalla
Dennis Chungulla
Mr Raymond Chungulla
Mr Reggie Chungulla
Mr Tony Chungulla
Mr David Chununga
Mr Ronald Churchill
Ms Evelyn Clancy
Mr Frank Clancy
Mr Gary (Snr) Clancy
Miss Kelly Clancy
Miss Lydia Clancy
Mr Peter Clancy
Ms Anne Clarke

Ms Connie Clarke
Mr Dillon Clarke
Mr Geoffrey Clarke
Ms Gwen Clarke
Mr Joseph Clarke
Ashley Clifton
Mr Kim Clifton
Mr Paddy Clifton
Mr John Collins
Mr Steven Comeagain
Ms Maureen Coomerang
Mr Dennis Corpus
Mr Micklo Corpus
Mr Ronnie Corpus
Ms Sonya Corrah
Miss Barbara Costain
Ms Martha Costain
Ms Meranga Costain
Ms Mary Councillor
Miss Mirrika Councillor
Mr Aaron Cox
Mr Albert Cox
Miss Alison Cox
Mr Alphonse Cox
Miss Devena Cox
Ms Dianne Cox
Miss Dora Cox
Mr Francis Cox
Miss Frantessa Cox
Miss Helen Cox
Irenaus Cox
Ms Janet Cox
Ms Jean Cox
Ms Kathleen Cox
Miss Kaye Cox
Mr Lawrence Cox
Ms Lillian Cox
Mr Martin Cox
Miss Patricia Cox
Mr Preston Cox
Mr Sam Cox
Ms Sandy Cox
Miss Savannah Cox
Mr Scott Cox
Mr Trevor Cox
Miss Valarie Cox
Miss Vanessa Cox
Ms Vera Cox
Mr Zynal Cox
Ms Cynthia Coyne
Mr Chad Creighton
Nicole Crnko
Mr David Crockett
Mr Ishmael Croft
Ms November Crowe
Ms Rosie Cudigee
Mr Dylan Curtin
Ms Cherice D' Antoine
Mr Alan Dadada
Mr Percy Dadagar
Ms Bidy Dale
Ms Edna Dale
Mr Danny Daniels
Mr Albert Dann
Mr Albert Dann
Mr Danny Dann
Miss Katherine Dann

Mr Kevin Dann
Mr Peter Dann
Mr Robert Dann
Mr Robin Dann
Ms Sandra Dann
Mrs Divina D'Anna
Ms Donna D'Antoine
Douglas D'Antoine
Ms Olive Darkie
Ms Ruby Darkie
Mr Bevan Davey
Ms Caroline Davey
Ms Dorothy Davey
Mr Frank Davey
Mr Frank Davey
Mr Frank Joseph Davey
Mr Gordon Davey
Miss Helen Davey
Ms Irene Davey
Mr Jaile Davey
Ms Joanne Ruth Davey
Mr Joseph Davey
Mr Leslie (Lancho) Davey
Mr Lyle Davey
Margaret Davey
Mr Mervyn Davey
Mr Robert Davey
Mr Russell Davey
Mr Trent Davey
Miss June Davis
Mr Matt Dawson
Mr Andrew Daylight
Ms Linda Jilandi Dean
Miss Rosanna Dean
Mr Allan Dededar
Ms Bonnie Deegan
Ms Mary-Rose Deegan
Mr Ryan Deegan
Ms Sophia Denham
Mr Adrian Dick
Mr Dudley Dick
Mr Thomas Dick
Ms Elsie Dicken
Miss Beryl Dickens
Ms Peggy Dickson
Ms Biddy Dimbina
Ms Sheeba Dingnarri
Mrs Elizabeth Dixon
Kayla Dixon
Ms Philomena Dixon
Mr Teddy Dixon
Mr Andrew Djanghara
Mr Sebastian Djanghara
Ms Cecilia Djiagween
Miss Patricia Djiagween
Mr Stanley Djiagween
Mr Ronnie Djimbigai
Ms Barbara Dodson
Mr Michael Dodson
Mr Patrick Dodson
Miss Doris Doherty
Mr Francis Dolby
Mr Louie Dolby
Ms Marion Dolby
Mr Bill Doonay
Ms Bessie Doonday
Ms Elsie Doondoan

Mr Kevin Dougal
Ms Maree Dougall
Mr Phillip Downes
Mr Brian James Doyle
Ms Mary Anne Doyle
Mr Grant Drage
Mr Kenny Dreamer
Ms Ethel Drill
Ms Shirley Drill
Mr Mark Drummond
Mr Peter Dudgeon
Ms Molly Dugardul
Mr Clancy Dumanji
Mr Peter Dunawore
Mr Ronnie Duncan
Mrs Janine Dureau
Mr David Dutchie
Miss Jeannie Dutchie
Mr Patrick Dutchie
Mr Robert Dutchie
Ms Ana Dwyer
Anna Dwyer
Mr Walter Eatts
Mr Alec Echo
Ms Attika Edgar
Mr Barry Edgar
Ms Iris Edgar
Mr Joe Edgar
Mr John Edgar
Mr Joseph Edgar
Miss Judy Anne Edgar
Miss Monica Edgar
Ms Noreen Edgar
Mr Thomas Edgar
Tiayana Edgar
Mr Wayne Edgar
Ms Bonnie Edwards
Ms Cynthia Edwards
Mr George Edwards
Ms Georgina Edwards
Miss Jacinta Edwards
Ms Alma Ejai
Ms Bessie Ejai
Mr Bruce Ejai
Ms Jessica Ejai
Mr Max Stephen Ejai
Shekima Ejai
Mr Zacharia Ejai
Ms Campbell Ellenbrae
Ms Alice Evans
Mr Billy Evans
Ms Brenda Evans
Mr Dennis Evans
Mr Harold Evans
Mr Keith Evans
Mr Rowley Evans
Christine Farrer
Mr Jonathan (Garnginy) Farrer
Ms Josiah Farrer
Ms Josie Farrer
Miss Minetta Farrer
Mr William (Yuginy) Farrer
Petha Farrer-Shoveller
Mr Travis Fazeldean
Mr Brett Fischley
Mr Kevin Fletcher
Ms Barbara Flick

Ms Blanche Flying Fox
Mr Brian Foley
Mr Kevin Fong
Mr Neil Fong
Mr Gordon Ford
Ms Tilki Forrest
Mrs Elsta Foy
Mr David Francis
Miss Flora Francis
Mr Gregory Francis
Miss Agnes Frank
Mr George Frank
Ms Leena Fraser Buckle
Miss Desley Gallagher
Miss Helena Gallagher
Ms Janet Gallagher
Ms Phyllis Gallagher
Ms Violet Gallagher
Miss Desley Gallegher
Ms Tammy Gardiner
Miss Holly Gargenung
Ms Brenda Garstone
Miss Mary Garstone
Mr Tyrone Garstone
Mr Dwayne George
Miss Geraldine George
Mr Kevin George
Ms Mary George
Miss Helen Gerrard
Mr Vernon Gerrard
Ms Suzie Gilbert
Mr Don Gillian
Miss Elizabeth Gilligan
Mr Peter Goodgee
Ms Rosie Goodji
Ms Bernice Goonack
Ms Catherine Goonack
Ms Cathy Goonack
Mr Gregory Goonack
Mr John Goonack
Miss Angela Gordon
Ms Clara Gordon
Ms Elizabeth Gordon
Miss Elizabeth Gordon
Mr Frank Gordon
Mr Ginger Gordon
Mr Hitya Gordon
Mr Jack Gordon
Miss Janine Gordon
Mr Len Gordon
Mr Lorenzo Gordon
Ms Marie Gordon
Mr Milo Gordon
Ms Pearl Gordon
Mr Peter Gordon
Mr Sambo Gordon
Mr Shane Gordon
Mr Tiger Gordon
Ms Elizabeth Gore
Mr Hank Gore
Mr Jason Gore
Ms Judith Gore
Ms Maxine Gore
Miss Miranda Gore
Mr Quentin Gore
Ms Sandra Gore
Miss Coral Gore-Birch

Mr Scott Gore-Birch
Ms Cecilia Gore-Birch -Gault
Mr Bruno Gotchalee
Miss Bianca Graham
Miss Melantha Graham
Ms Dora Grant
Mr Floyd Grant
Mr Wayne Grant
Mr Willy Grant
Miss Anita Gray
Miss Hilda Gray
Mr Warren Greatorex
Mr Jeremiah Green
Mr Joe Green
Mr John Green
Ms Julie Green
Mr Kamus Green
Ms May Green
Ms Mollie Green
Ms Mona Green
Mr Nathan Green
Ms Nora Green
Mr Patrick Green
Mr Ralph Green
Mr Ribgna Green
Ms Madeline Garndangunjun Gregory
Ms Marlene Gregory
Ms Nola Gregory
Mr Peter Gregory
Mr Barry Grey
Ms Linda Grey
Ms Louisa Grey
Miss Dora Griffiths
Ms Michelle Griffiths
Mr Bluey Gummage
Miss Nora Gunyan
Miss Sally Gunyan
Mr Donald Guy
Miss Hasimah Haji Noor
Mr Isaac Hale
Mr Neil Hamaguchi
Mr John Michael Hamilton
Mrs Nora Hamilton
Mr George Hamilton (Jnr)
Ms Maria (Marminge) Hand
Miss Elaine Hansen
Miss Carol Hapke
Ms Nora Harry
Miss Patsy Hawkes
Lynley Henry
Miss Mary Henry
Miss Monica Henry
Mr Quai Henry
Miss Theresa Henry
Mr Wesley Henry
Mr William Henry
Mr Jack Herbert
Mr Desmond Hill
Ms Priscilla Hill
Ms Millie Hills
Mr Alistair Hobbs
Miss Avreanna Hobbs
Mr Douglas Hobbs
Miss Hazel Hobbs
Mr Hector Hobbs
Mr Malaghy Hobbs
Miss Sheralee Janine Hobbs

Miss Diane Hopiga
Ms Rene Hopiga
Miss Aimee Howard
Mr Azton Howard
Mr Daniel Howard
Ms Josepha Howard
Ms Tamara-Gae Howard
Ms Lorna Howie
Ms Lorna Hudson
Ms Elizabeth Anne (Tiny) Hunnary
Mr Ashley Hunter
Mr Darcy Hunter
Mr Edmond Hunter
Mr Eric Hunter
Ms Erica Hunter
Ms Evelyn Hunter
Mr Gavin Hunter
Ms Jacqueline Hunter
Mr Jeffrey Hunter
Miss Jillian Hunter
Mr Lindsay Hunter
Ms Maureen Hunter
Ms Natasha Hunter
Mr Nellie Hunter
Mr Nolan Hunter
Mr Phillip Hunter
Ms Roberta Anne Hunter
Ms Shulyun Hunter
Mr Stanley Hunter
Ms Vivian Hunter
Mr Phillip Hunter (Jnr)
Mr Ernest Thomas Ifould
Ms Barbara Imbalong
Mr Alex Isaac
Mr Arnold Isaac
Mr Darryl Isaac
Ms Janella Isaac
Miss Jeanette Isaac
Ms Joelene Isaac
Ms Francesca Ishiguchi
Mr Patrick Ishiguchi
Mr Deon Issac
Mr Herbert Jack
Ms Jill Jack
Mr Terrence Jack
Mr Peter Jackamara
Mr Patrick John Jacky
Miss Madeleine Jadai
Miss Hayati Leonie Jaffrey
Mr Jessy Dean Jaffrey
Mr Sam Leon Jaffrey
Miss Suryani Shayati Jaffrey
Ms Mary JaJu
Mr Colin James
Mr Eddie James
Mr Moses James
Mr Steven James
Mr Jeffrey Jamieson
Ms Mignonette Jamin Jamin
Mr Bob Jangarai
Mr Fletcher Japaljari
Ms Olive Jarlot
Mr Elliot Jazyk
Ms Renate Jazyk
Mr Donovan Jenkins
Mr Saverio Jesseu
Mr Johnny Jilgai

Mr Ronnie Jimbidie
Miss Stella Jimbidie
Zulieka Jimbidie
Ms Elizabeth Jingle
Ms Janet Jingle
Mr Bob Jiog
Mr Albert John
Ms Anna Johns
Mr Aquarnas Johns
Mr Geoffrey Johns
Miss Julia Anne Johns
Ms Rebecca Johns
Miss Terrazetta Johns Yoomarie
Anthony Johnson
Mr Anthony Johnson
Mr Clayton Johnson
Mr Dick Johnson
Mr Harry Johnson
Mr Timmy Johnson
Mr Ashley Johnston
Ms Claudia Johnstone
Ms Isobel Johnstone
Ms April Jones
Mr Button Jones
Mr Sandy Joongun
Ms Agnes Joseph
Ms Francine Joseph
Mr Philip Joseph
Mr Mick Jowalji
Ms Daisy Jubadah
Mr George J Jubadah
Ms Patricia Jubby
Miss Georgina Juboy
Miss Jane Juboy
Mr Cleeve Jugarie
Mr John Jugarie
Mr Quentin James Jugarie
Ms Mabel Cassidy Juli
Ms Daisy Jungar
Mr Joey Jungara
Ms Elizabeth Kada
Mr Joseph Kaissis
Mr Richard Kalion
Ms Angelina Karadada
Ms Regina Karadada
Ms Penny Kaylyons
Ms Lorna Kelly
Miss Elizabeth Kelly-Hunter
Ms Betty Kennedy
Mr Billy Kennedy
Mr Patrick Kennedy
Mr Vincent William Kennedy
Miss Jonelle Kethcell
Mr Darryl Kickett
Mr Johnny Kilby
Mr Charlie Kimberley
Mr Gill Kimberley
Ms Amy King
Mr Dooley (Thomas) King
Mr Justin King
Mr Thomas King
Miss Ina Kitching
Miss Kelly Kitching
Ms Rhanna Kitching
Mr Patrick Kittimbolt
Anita Kitty
Ms Olive Knight

Ms Annette Kogolo
Mr John Kostili
Ms Sally Kunyon
Ms Rosie Lala
Mr Topsy Lament
Miss Charlene Lane
Mr Pablo Lane
Mr Frank William Lauder
Mr Benjamin Laurel
Ms Doris Laurel
Mr David Lawford
Ms Julia Lawford
Miss Lillian Lawford
Mr Tom Lawford
Mr John Lawrence
Ms Rosie Layla
Mr Brian Lee
Mr Gordon Lee
Mr Jamie Lee
Ms Kathy Lee
Mr Robert John Lee
Mr Stephen Lenmardy
Miss Bernadine Lennard
Ms Diane Lennard
Ms Glenys Lennard
Miss Jeanette Lennard
Miss Leah Lennard
Mr Nathan John Lennard
Mr William Leopold
Mr Chris Letsas
Miss Philomena Lewis
Ms Jean Leyland
Ms Molly Lightning
Ms Beverley Long
Ms Maggie Long
Ms Daisy Longunun
Mr Green Lucky
Miss Elizabeth (Noonie) Lulu
Miss Karen Lulu
Mr Lawrence Lulu
Ms Veronica Fatima Lulu
Mr Derek Macale
Mr Jack Jnr Macale
Mr Alfie Magic
Ms Alarna Maher
Miss Chaumani Maher
Mr Mervyn Maher
Mr Rodney Maher
Mr Jimmy Maiamy
Ms Bridget Majadel
Mrs Ileen Malay
Ms Jean Malay
Miss Michaela Malay
Ms Nelita Malay
Miss Rasheeda Malgil
Mr Jimmy Maline
Ms Donna Maljil
Ms Helen Malo
Mr Jimmy Malone
Franca Mamid
Mr Johani Mamid
Ms Ann Majella Manado
Ms Dorothy Faye Manado
Mr Jerome Manado
Ms Regina Manado
Gordon Mandijalu
Mr Richard Mandijalu

Ms Valerie Mangolamara
Ms Paulene Manning
Mr Angus Manson
Ms Dianne Manson
Joy Manson
Mr Clement Maraltadj
Mr John Maraltji
Ms Jeanie Margaret
Mr Dale Marshall
Mr Gordon Marshall
Mr Joshua Marshall
Mr Neil Marshall
Ms Pam Marshall
Ms Carol Martin
Mr Craig Martin
Miss Lucilla Martin
Ms Mary Martin
Mr Roderick Martin
Mr Victor Martin
Mr Magdalene Mathews
Mr Dean Matthews
Mr Alec May
Mr Kevin May
Mr Tommy May
Mr Franky Mc Carthy
Ms Kym McAdam
Mr James McCale
Mr Harold McCann
Ms Bertha McCarthy
Mr Franky McCarthy
Mr Jamal McCarthy
Mr James (Francis) McCarthy
Mr Phillip McCarthy
Ms Susan McCarthy
Miss Heather McGinty
Miss Patsy McGinty
Ms Tiny McHale
Mr Alan McKenzie
Ms Bernadette McKenzie
Mr Bugsy McKenzie
Mr Donald McKenzie
Ms Maria McKenzie
Mr Vincent McKenzie
Ms Karla McKeon
Mr Hector McLardy
Ms Elaine McMahan
Ms Christine McPhee
Ms Cynthia Meehan
Mr J S Meehan
Ms Rosie Melvin
Miss Ishana Midd
Ms Maggie Middie
Miss Marita Monique Middleton
Ms Selina Middleton
Ms Barbara Midmee
Ms Wallace Midmee
Miss Annie Milgin
Mr Jimmy Milgin
Mr Joseph Milgin
Miss Sharona Milgin
Ms Josephine Mary Mill
Lezeka Millindee
Mr Gerald Mills
Miss Ninielia Mills
Mr Boxer Milner
Ms Maggie Milner
Ms Nangala Milner

Ms Marie Minga
Ms Philomena Minga
Ms Rita Minga
Miss Eugaile Minyardie
Ms Nancy Missibah
Mr Joseph Mitchel
Mr Lionel Mitchell
Mr Paul Mitchell
Mr Phillip Mitchell
Mr Darren Mitchelson
Mr Peter Miway
Mr Larriken Moon Moon
Mr Eric James Moora
Mr Mark Moora
Miss Margaret Moore
Mr Morton Moore
Ms Rosavel Moore
Tamara Moore
Mr Clement Moraldi
Ms Joy Morton
Mr Stewart Morton
Ms Gracie Mosquito
Mr Greg Mosquito
Mr Jock Mosquito
Mr Justin Mosquito
Mr Brent Mouda
Miss Diane Mowalarlai
Mr Michael Mowandi
Ms Patsy Mudgetell
Ms Deeva Muir
Mr Kado Muir
Mr Mervyn (Jnr) Mulardy
Miss Donna Muller
Miss Sarah Muller
Miss Grace Mulligan
Miss Rosie Mulligan
Mr Andrew Mung
Mr Patrick Mung
Ms Rosie Mungala
Mr Lindsay Mungulu
Ms Robyn Mungulu
Ms Larrikin Munmum
Mr Shannon Munro
Mr Joe Munroe
Miss Rosie Munroe
Mr Charles Murphy
Mr Maurice Murphy
Ms Maxine Murphy
Mr Bob Murray
Mrs Chantelle Murray
Miss Danielle Murray
Keenan Murray
Mr Peter Murray
Mr Terry Murray
Wyndall Murray
Mr Barney Myela
Miss Andrea Myers
Helen Nagomara
Ms Joan Nagomara
Ms Nellie Nami
Ms Norma Namina
Miss Rena Nanala
Mr Robert Nandala
Miss Maggie Nangagee
Mr Darby Nangarin
Ms Ruthie Nangiya
Angelina Nanudie

Ms Sheila Napaljari
Miss Maggie Napangarti
Ms Maudie Napanunga
Ms Nancy Napanunga
Ms Linda Nardea
Lynley Nargoodah
Mr Darby Namgardin
Mr Kane Nenowatt
Mr Keith Nenowatt
Mr Paddy Neowarra
Mr David Newry
Miss Greogina Newry
Ms Pauline Galbat Newry
Ms Irene Ngerdu
Ms Maggie Ngumban
Ms Phyllis Ningomarra
Ms Lesley Nipper
Ms Bessie Njarguda
Thomas Nnarda
Ms Nora Nocketta
Mr Gabriel Nodea
Ms Amy Nuggett
Mr Barry Nuggett
Mr Joseph Nuggett
Ms Joy Nuggett
Ms Sandra Nuggett
Zarita Nuggett
Ms Joanne Nulgett
Mr Ernest Nulgit
Ms Pansy Nulgit
Mr Sherwin Nulgit
Mr Mervyn Numbugardie
Ms Elizabeth Numi
Ms Rosie Nunama
Ms Nora Nungarrayi
Ms Caroline Nungoray
Ms Rosemary Nunju
Mrs Nora Nutcheway
Mr Juga Nyabiru
Barry Nyon
Ms Elizabeth Nyumanyum
Mr Daniel Oades
Ms Edna O'Malley
Mr Dennis O'Meara
Ms Maureen O'Meara
Mr Patrick O'Meara
Ms Selena O'Mera
Mr Ashley Oobagooma
Mr Freddy Oobagooma
Ms Janet Oobagooma
Mr Ben Oolabuddie
Mr Faren O'Reeri
Miss Jean O'Reeri
Ms Kathleen O'Reeri
Ms Mary O'Reeri
Miss Mary O'Reeri
Ms Mary Victor O'Reeri
Mr Nelson O'Reeri
Mr Scott O'Reeri
Mr Peter Orr
Ms June Oscar
Mr Thorvald Raymond Ozies
Thorvald Raymond Ozies
Miss Vietta Ozies
Mr Paddy Paddoon
Imran Paddy
Mr Long Paddy

Amy Palmer
Sharon Palmer
Ms Cheryl Parriman
Mr Damien Parriman
Mr Frank Parriman
Miss Jaime Parriman
Miss Sarah Parriman
Mr John Patrick
Miss Mareeka Patrick
Ms Peggy Patrick
Ms Pamela Payne
Ms Taliah Payne
Ms Ingrin Pederson
Ms Adele Peek
Ms Cara Peek
Ms Antonia Peters
Miss Susan Peters
Mr William Peters
Ms Flora Peuney
Ms Madeline Peuney
Mr David Phillips
Miss Agnes Pigram
Ms Debra Pigram
Mr Llyod Pigram
Mr Steve Pigram
Mr Edgar Pike
Miss Berndicta Pindan
Miss Marlene Pindan
Miss Marlene Pindan
Miss Raylene Pindan
Miss Maggie Pingedee
Mr Phillip Robert Pitt
Miss Anne Poelina
Mr Neville Poelina
Mr Petrus Poelina-Hunter
Mr Douglas Powers
Mr Charles (Rocky) Prouse
Mr Charles Prouse (Jnr)
Mr Steve Puemorra
Ms Aggie Puertollano
Mr John Puertollano
Mr Kevin Puertollano
Ms Mary Puertollano
Miss Denise Pungana
Mr Donald Pungana
Mr Fabian Pungana
Mr Lawrence Pungana
Miss Madeline Purdie
Ms Shirley Purdie
Ms Shirley Kathleen Purdie
Mr Hanson Pye
Mr Phillip Rahman
Mr Ricky Rahman
Miss Shelia Rallah
Miss Kathy Ramsay
Ms Mona Ramsy
Ms Nada Rawlins
Henarlia Rex
Ms Julie Rex
Lane Rex
Mr Lindsay Rex
Ms Rosa Reynolds
Mr Wilson Richard
Miss Shirley Rickerby
Torey Rickerby
Ms Catherine Ridley
Ms Cecilia Riley

Miss Elaine Riley
Miss Patricia Lisa Riley
Mr Walley Riley
Ms Alicia-Rose Rivers
Ms Anne Rivers
Miss Cecilia Rivers
Miss Dianne Rivers
Mr Noel Rivers
Ms Betty Roberts
Ms Jeannie Roberts
Ms Selina Roberts
Mr Daniel Roe
Bowmollie Roger
Miss Desley Rogers
Mr Kim Rogers
Ms Selina Rogers
Miss Thelma Rogers
Mr Rodney Roland
Miss Margaret (Nyaparu) Rose
Mr Walter Rose
Miss Rosemary Rosewood
Mr Joe Ross
Mr Joseph Ross
Miss Valarie Ross
Mr Rodney Rowlins
Miss Heather Ryder
Miss Jodi Ryder
Mr Sandy Sagamara
Mr Raymond Sahanna
Ms Rosetta Sahanna
Ms Dianne Sambo
Mr Frank Sambo
Mr Bonny Sampi
Mr Chris Sampi
Ms Cora Sampi
Mr Frankie Sampi
Miss Glenys Sampi
Ms Laurissa Sampi
Mr Nathan Sampi
Ms Pauline Sampi
Ms Rebecca Sampi
Mr Trevor Sampi
Maxine Samuel
Ms Jumiya Samuels
Ms Jacinta Seasar
Miss Deborah Sebastian
Kamahl Sebastian
Miss Tamara Sebastian
Ms Thelma Lisa Sebastian
Ms Joan Seton
Ms Audrey Shadforth
Mr Blayse Shadforth
Mr Carl Shadforth
Ms Clark Shadforth
Miss Deborah Shadforth
Ms Geraldine Shadforth
Miss Ina Shadforth
Ms Joanne Shadforth
Ms Josie Shadforth
Ms Kara Shadforth
Mr Keith Shadforth
Ms Leeann Shadforth
Ms Maxine Shadforth
Ms Ruth Shadforth
Mr Yuri Shadforth
Mr Jimmy Shandley
Miss Joanne Shandley

Mr Laurie Shaw
Miss Lynette J Shaw
Ms Rosita Shaw
Ms Sarah Shaw
Shannon Shaw
Mr William Shaw
Miss Maya Shioji
Fernandez Shoveller
Leanna Shoveller
Le'Laine Shoveller
Mr Frankie Shovellor
Mr Frederick Shovellor
Miss Jacqueline Shovellor
Miss Miranda Shovellor
Miss Sylvia Shovellor
Mr Wynston Shovellor
Miss Cherie Sibosado
Ms Deborah Sibosado
Miss Emma Sibosado
Mr Martin Sibosado
Mrs Theresa Sibosado
Miss Valarie Sibosado
Miss Joan Simon
Ms Pamela Simon
Ms Silvia Simons
Mr Archie Singpoo
Ms Ethel Singpoo
Ms Edith Skeen
Mr Frank Skeen
Miss Marianne Skeen
Ms Marlene Skeen
Mr Nelson Skeen
Sandy Skeen
Ms Tonii Wajaay Skeen
Mr Shane Skinner
Edmond Smiler
Mr Elton Smiler
Mr Anthony Smith
Ms Bernice Anne Smith
Mr Bradley Smith
Mr Brendan Smith
Mr Darren Smith
Mr Eddie Smith
Ms Ethel Smith
Ms Felicity Smith
Mr Garry Smith
Mr Gordon Smith
Mr Gordon (Junior) Smith
Mr Gregory Smith
Mr Isaiah Mark Smith
Ms Margaret Smith
Ms May Smith
Mr Mick Smith
Natasha Smith
Mr Russell Smith
Ms Veronica Smith
Ms Connie Snell
Miss Dorothy Snell
Ms Janet Spinks
Miss Mary Spinks
Ms Sandy Spinks
Mr Zacharia Spinks
Ms Debbie Anne Spratt
Miss Shirley Spratt
Mr Bruce Spry
Ms Erica Spry
Ms Tara Spry

Mr Joshua Spry-Pilkington
Jannen Spry-Wiggan
Kiara-Anne Spry-Wiggan
Miss Mikala Spry-Wiggan
Mr Robert jnr Spry-Wiggan
Mr Colin Stanton
Ms Kym Stanton
Mr Leigh Stanton
Ms Stacey Stanton
Mr Wilfred Steele
Mr Ashley Stevens
Mr Marty Stevens
Mr Mervyn Street
Miss Rosemary Stretch
Ms Selina Stumpagee
Ms Barbara Sturt
Ms Eileen Sturt
Mr Milner Sturt
Ms Georgina Sulaiman-Dodson
Ms Freda Summer
Mr Bye Bye Sunfly
Melissa Sunfly
Mr Fabian Suradi
Ms Joseph Suradi
Mr Warren Gary Suradi
Miss Samayah Surprise
Mr Dicky Surprise (Jnr)
Mr Greg Tait
Mr Gregory (Jnr) Tait
Mr John Tait
Mr John Paterson Tait
Mr Peter Talman
Ms Janice Tamwoy
Mr Duane Tang Wei
Nahtanah Tang Wei
Mr Laib Tarran
Ms Mary Tarran
Mr Dick Tataya
Miss Eileen Tax
Miss Bessie-May Taylor
Mr Braedan Taylor
Miss Casey Taylor
Ms Cecil Taylor
Ms Mary Taylor
Mr Patrick Taylor
Ms Angie Tchooga
Mr David Tchooga
Mr Jimmy Tchooga
Ms Judy Tchooga
Ms Nita Tchooga
Ms Peggy Texan
Mr Teddy Texan
Mr Leo Thirkall
Ms Megan Thirkall
Alfie Thirkell
Mr Billy Thomas
Mr Brendan Thomas
Ms Elsie Thomas
Mr Freddy Thomas
Mr Joe Thomas
Mr Larry Thomas
Miss Lorna Thomas
Ms Mary Thomas
Mr Nobel Thomas
Ms Pauline Thomas
Mr Richard Thomas
Mr Ricky Thomas

Mr Sandy Thomas
Miss Shirley Thomas
Miss Vanessa Thomas
Mr Barry Thompson
Mr Gerry Thompson
Ms Cecilia Tigan
Mr Mitchell Tigan
Mr Gordon Tighe
Ms Jean Tighe
Miss Tjulup Tighe
Ms Bonnie Tila
Mr Bruce Till
Mr Tim Timms
Mr Nugget Tirtusis
Ms Sheila Tjila
Mr Neville Topliss
Ms Eileen Torres
Ms Michelle Rose Torres
Miss Patricia Torres
Ms Lulu Trancuilino
Mrs Amarah Treacy
Paul Treacy
Miss Rebekah Treacy
Mr Boxer Truman
Mr Ian Trust
Mr George Tuckerbox
Mr David Turner
Ms Ruthie Umbagai
Ms Sandra Umbagai-Clarke
Ms Linda Undinali
Miss Ruby Ungai
Miss Alinta Vanbee
Miss Isobel Varney
Mr Benedict Victor
Mr Cameron Victor
Miss Doris Victor
Mr Stephen Victor
Ms Suzie Wadaldjail
Ms Faye Wade
Mr Ronald Kenneth Wade
Ms Rosina Wade
Mr Trevor Jacob Waina
Miss Ethel Walalgie
Mr Steve Walfred
Ms Lucy Walgarri
Ms Sammy Walker
Miss Marietta Walkerbier
Miss Phyllis Wallaby
Mr Raymond Wallaby
Mr Wayne Wallaby
Mr Zachariah Wallaby
Mr Ninjana Walsham
Mr Henry Walter
Mr Henry Wambie
Ms Nora Wamby
Ms Flora Warabeere
Ms Jeanie Warbie
Mr Ben Ward
Ms Patricia Ward
Miss Annika Watson
Mr Anthony Watson
Mr Anthony Frank Watson
Miss Chairisha Watson
Ms Erica Watson
Mr Harry Watson
Mr John Watson
Ms Johnene Watson

Ms Kathleen Watson
Ms Kimberley Watson
Miss Kirra Watson
Ms Leela Watson
Ms Mabel Watson
Ms Margaret Watson
Miss Martina Watson
Mr Matthew Watson
Mr Robert Watson
Mr Stanley Watson
Mr Wayne Watson
Mr William Watson
Miss Phylis Waye
Ms Wendy Waye
Ms Lorraine Weaver
Ms Winnie Ween
Miss Lena Whisputt
Ms Monica Whisputt
Mr Alfie White
Ms Polly Widaljil
Mr David Wiggan
Miss Elaine Wiggan
Mr Jeremy Wiggan
Ms Jody Wiggan
Ms Lucy Wiggan
Mr Robert Wiggan
Mr Rodney Clarke Wiggan
Mr Roy Dwane (Jnr) Wiggan
Ms Valerie Wiggan
Mr Desmond Wiggan-Dann
Ms Daphne Wilfred
Ms Ann Williams
Mr Bradley Williams
Ms Effie Williams
Mr Frank "Bully" Williams
Miss Helena Williams
Miss Lucy Williams
Ms Marcella Williams
Ms Rikkia Williams
Mr Rory Williams
Ms Merrilee Williams (nee Jacky)
Mr Rastus Willinge
Miss Anne Wilson
Mr Darcy Wilson
Ms Jennifer Wilson
Mr Richard Wilson
Mr Terry Wilson
Miss Cynthia Winawarl
Mr Dean Wingundin
Mr Banjo Wirrenmurra
Mr Butcher Wise
Carlene Wise
Ms Rosie Wise
Sandy Wise
Mr Donny Woolagoodja
Mr Billie Wright
Mr Charlie Wright
Miss Rowena Wright
Ms Sally Wudayou
Miss Gloria Wulmundu
Miss Heather Wungundin
Mr Ronald Wunmariar
Miss Sonya Xavier
Ms Mary Yagan
Mr Anthony Yalunga
Miss Madelene Yambo
Miss Madeline Yamera

Miss Agnes Yanawana
 Miss Donnita Yanawana
 Mr James Yanawana
 Mr Tony Yanawana
 Ms Linda Yandanell
 Ms Linda Yandi
 Mr Daryl Yates
 Mr Charlie Yeeda
 Mr Cyril Yeeda
 Mr Laurie Yeeda
 Mr Raymond Yeeda
 Ms Rosemary Yeeda
 Ms Winnie Yeeda
 Ms Mary Yokopa
 Miss Madga Yoomarie
 Mr Peter Yoomarie
 Ms Shirley Yoomarie
 Mr Steve Yoomarie
 Ms Eunice Yu
 Mr Peter Yu
 Ms Lisa Yule
 Ms Madeline Yumbo

Documents lodged (publicly available only)

<u>Date received</u>	<u>Title</u>
01/07/2022	Request to Change Corporation Rule Book (Published)
01/07/2022	Consolidated Rule Book
10/06/2022	Notice of examination
23/02/2022	General Report 2021 (Published)
22/12/2021	Financial Report (Lodged)
22/12/2021	Director's Report (Lodged)
06/05/2021	Notification of a Change to Corporation Officer Details (Published)
26/03/2021	Notification of a Change to Corporation Officer Details (Published)
20/01/2021	General Report 2020 (Published)
18/12/2020	Financial Report (Lodged)
18/12/2020	Director's Report (Lodged)
11/06/2020	Request for Exemption Meetings Outcome Letter - Decline
11/06/2020	Application for exemption in relation to meetings (Published)
11/06/2020	Request for Exemption Meetings Outcome Letter - Decline
11/06/2020	Application for exemption in relation to meetings (Published)
11/10/2019	Notification of a Change to Corporation Officer Details (Published)
03/10/2018	Notification of a Change to Corporation Officer Details (Published)
21/11/2017	Member List - (Published)
19/10/2017	Notification of a Change to Corporation Officer Details (Published)
17/10/2017	Notification of a Change to Corporation Officer Details (Published)
11/08/2017	Notification of a Change to Corporation Officer Details (Published)
24/03/2017	Examination Outcome Letter - Management Letter
24/10/2016	Request to Change Corporation Rule Book (Published)
14/09/2016	Notice of examination
21/04/2016	Notification of a Change to Corporation Officer Details (Published)
15/08/2014	Exemption Members Outcome Letter - Approval
30/10/2013	Notification of a Change to Corporation Officer Details (Published)
16/08/2013	Notification of a Change to Corporation Officer Details (Published)
31/05/2013	Notification of a Change to Corporation Officer Details (Published)
13/05/2013	Notification of a Change to Corporation Officer Details (Published)
10/01/2013	Notification of a Change to Corporation Officer Details (Published)
18/10/2012	Notification of a Change to Corporation Officer Details (Published)
06/07/2012	Notification of a Change to Corporation Officer Details (Published)
22/12/2010	Auditor's Report (Lodged)

29/12/2009	Auditor's Report (Lodged)
10/02/2009	447-1 Appointment and 453-1 Authority
09/12/2008	Auditor's Report (Lodged)
18/11/2008	Request to Change Corporation Rule Book (Published)
27/07/1979	Certificate of Incorporation

Annual returns / general report

CATSI Reporting

<u>Financial Year</u>	<u>General Report</u>	<u>Financial Report</u>	<u>Directors Report</u>	<u>Total Income</u>	<u>Total Assets</u>	<u>Number of Employees</u>
2021/22	Not Submitted	Not Submitted	Not Submitted			
2020/21	Submitted	Submitted	Submitted	\$24,861,346.00	\$30,780,596.00	97
2019/20	Submitted	Submitted	Submitted	\$25,623,560.00	\$28,524,115.00	103
2018/19	Submitted	Submitted	Submitted	\$24,027,635.00	\$25,260,252.00	104
2017/18	Submitted	Submitted	Submitted	\$24,735,297.00	\$25,516,066.00	115
2016/17	Submitted	Submitted	Submitted	\$25,787,961.00	\$31,501,984.00	108
2015/16	Submitted	Submitted	Submitted	\$25,174,549.00	\$28,239,492.00	103
2014/15	Submitted	Submitted	Submitted	\$33,473,272.00	\$27,067,840.00	111
2013/14	Submitted	Submitted	Submitted	\$32,061,722.00	\$25,764,830.00	127
2012/13	Submitted	Submitted	Submitted	\$26,793,046.00	\$22,281,351.00	123
2011/12	Submitted	Submitted	Submitted	\$30,516,009.00	\$19,529,791.00	93
2010/11	Submitted	Submitted	Submitted	\$29,355,000.00	\$19,117,304.00	
2009/10	Submitted	Submitted	Submitted	\$27,826,282.00	\$20,411,617.00	122
2008/09	Submitted	Submitted	Submitted	\$20,133,431.00	\$14,710,092.00	0
2007/08	Submitted	Submitted	Submitted	\$15,936,898.00	\$14,735,511.00	70

ACA Reporting

<u>Financial Year</u>	<u>Audited Financial Statements</u>	<u>Member List</u>	<u>Statement of Compliance</u>
2005/06	Supplied	Supplied	Supplied
2006/07	Supplied	Supplied	Supplied

* Annual returns due 31st December each year

*** End of corporation extract ***

*** Registrar of Indigenous Corporations ***

Deceased people: This extract may contain the names of deceased people. The Registrar strives to treat Indigenous culture and beliefs with respect. We acknowledge that to some communities it is distressing and offensive to show images or say the names of people who have died.

Note: Where no information is reported it means that the corporation has not provided the information or it is not available.

Annexure 13

ASIC Current and Historical Company Search of Kimberley Sustainable Development Pty Ltd



ASIC

Australian Securities & Investments Commission

Current & Historical Company Extract

Name: KIMBERLEY SUSTAINABLE DEVELOPMENT PTY LTD

ACN: 102 303 855

Date/Time: 18 July 2022 AEST 11:00:02 AM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
Current Organisation Details	
Name: KIMBERLEY SUSTAINABLE DEVELOPMENT PTY LTD	018435980
ACN: 102 303 855	
Registered in: Western Australia	
Registration date: 24/09/2002	
Next review date: 24/09/2022	
Name start date: 24/09/2002	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: 11 Gregory Street, BROOME WA 6725	7EBF86360
Start date: 30/03/2021	
Principal Place Of Business address: 1 Gregory Street, BROOME WA 6725	7EAT22233
Start date: 01/12/2019	
Historical	
Registered address: 1 Gregory Street, BROOME WA 6725	7EAT22233
Start date: 31/01/2020	
Cease date: 29/03/2021	
Registered address: KIMBERLEY LAND COUNCIL ABORIGINAL CORPORATION, 36 Pembroke Road, BROOME WA 6725	018435980
Start date: 24/09/2002	
Cease date: 30/01/2020	
Principal Place Of Business address: KIMBERLEY LAND COUNCIL ABORIGINAL CORPORATION, 36 Pembroke Road, BROOME WA 6725	018435980
Start date: 24/09/2002	
Cease date: 30/11/2019	

Officeholders and Other Roles	Document Number
Director	
Name: ROBERT JAMES POWRIE	7EAT22233
Address: [REDACTED]	
Born: 10/05/1957, BULLI, NSW	
Appointment date: 26/05/2011	
Name: NOLAN HUNTER	7EBP26749
Address: [REDACTED]	
Born: 04/10/1959, BROOME, WA	

Appointment date:	28/07/2009	
Secretary		
Name:	ANNE ELIZABETH SIGLEY	7EBB64109
Address:	[REDACTED]	
Born:	10/05/1963, KEW, VIC	
Appointment date:	08/10/2020	
Name:	NOLAN HUNTER	7EBP26749
Address:	[REDACTED]	
Born:	04/10/1959, BROOME, WA	
Appointment date:	21/05/2014	
Previous Director		
Name:	TOM BIRCH	020812278
Address:	[REDACTED]	
Born:	28/01/1943, WYNDHAM, WA	
Appointment date:	24/09/2002	
Cease date:	26/05/2022	
Name:	ERIKA EMSLEY BLADES	7EBC09126
Address:	[REDACTED]	
Born:	05/09/1973, SUBIACO, WA	
Appointment date:	02/11/2020	
Cease date:	24/02/2021	
Name:	WAYNE THOMAS BERGMANN	020812278
Address:	[REDACTED]	
Born:	27/06/1969, DERBY, WA	
Appointment date:	24/09/2002	
Cease date:	17/05/2011	
Previous Alternate Director		
Name:	TYRONNE PAUL GARSTONE	7EAT86355
Address:	[REDACTED]	
Born:	13/05/1978, BROOME, WA	
Appointment date:	06/01/2020	
Cease date:	30/06/2020	
Previous Secretary		
Name:	TYRONNE PAUL GARSTONE	7EAT86355
Address:	[REDACTED]	
Born:	13/05/1978, BROOME, WA	
Appointment date:	06/01/2020	
Cease date:	25/09/2020	
Name:	WAYNE THOMAS BERGMANN	020812278
Address:	[REDACTED]	
Born:	27/06/1969, DERBY, WA	
Appointment date:	24/09/2002	
Cease date:	21/05/2014	

Share Information**Share Structure**

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY SHARES	1	1.00	0.00	10230385M

Members

Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Name: KIMBERLEY LAND COUNCIL ABORIGINAL CORPORATION
Org No.: 103 507 259
Address: PO BOX 2145, BROOME WA 6725

Class	Number held	Beneficially held	Paid	Document number
ORD	1	yes	FULLY	10230385M

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
24/09/2002	201C Application For Registration As A Proprietary Company	24/09/2002	4	24/09/2002	018435980
14/01/2003	316L (AR 2002) Annual Return Annual Return - Proprietary Company	24/01/2003	3	06/01/2003	10230385M
22/10/2004	484A1 Change To Company Details Change Officeholder Name Or Address	22/10/2004	3	22/10/2004	020812278
13/08/2009	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	15/09/2009	3	13/08/2009	1F0023604
01/07/2011	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	04/07/2011	4	01/07/2011	027286295
02/06/2014	484E Change To Company Details Appointment Or Cessation Of A Company	19/06/2014	4	02/06/2014	028672984

	Officeholder				
24/01/2020	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address) 484A1 Change Officeholder Name Or Address	24/01/2020	2	24/01/2020	7EAT22233
14/02/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	14/02/2020	2	14/02/2020	7EAT86355
26/10/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	26/10/2020	2	26/10/2020	7EBB64109
09/11/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	09/11/2020	2	09/11/2020	7EBC09126
26/02/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	26/02/2021	2	26/02/2021	7EBF10870
23/03/2021	484B Change To Company Details Change Of Registered Address	23/03/2021	2	23/03/2021	7EBF86360
01/04/2021	484A1 Change To Company Details Change Officeholder Name Or Address	01/04/2021	2	01/04/2021	7EBG19057
31/01/2022	484A1 Change To Company Details Change Officeholder Name Or Address	31/01/2022	2	31/01/2022	7EBP26749
26/05/2022	484 Change To Company Details 484E Appointment Or Cessation Of A Company Officeholder 484E1 Cessation Of Company Director Later Than 28 Days	26/05/2022	2	26/05/2022	7EBS73242

Annual Return Document List

Year	Return due date	Extended due date	AGM due date	Extended AGM due date	AGM held date	Outstanding
2002	31/01/2003					no

End of Extract of 5 Pages

Annexure 14

ASIC Current and Historical Company Search of Kimberley Agricultural and Pastoral Company Pty Ltd



ASIC

Australian Securities & Investments Commission

Current & Historical Company Extract

Name: KIMBERLEY AGRICULTURE AND PASTORAL COMPANY
PTY LIMITED

ACN: 606 737 777

Date/Time: 18 July 2022 AEST 11:00:01 AM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
Current Organisation Details	
Name: KIMBERLEY AGRICULTURE AND PASTORAL COMPANY PTY LIMITED	2E2044325
ACN: 606 737 777	
ABN: 29606737777	
Registered in: Western Australia	
Registration date: 29/06/2015	
Next review date: 29/06/2023	
Name start date: 29/06/2015	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: KRED ENTERPRISES PTY LTD KRED ENTERPRISES PTY LTD, Unit 9, 15 Dampier Terrace, BROOME WA 6725	7EBF96889
Start date: 01/04/2021	
Principal Place Of Business address: KRED ENTERPRISES PTY LTD, Unit 9, 15 Dampier Terrace, BROOME WA 6725	7EBF96889
Start date: 09/12/2020	
Historical	
Registered address: LOWRYS ACCOUNTANTS, Suite 6, 170 Coonawarra Road, WINNELLIE NT 0820	2E6927203
Start date: 30/11/2016	
Cease date: 31/03/2021	
Registered address: MAXIM HALL CHADWICK, 255 Hay Street, SUBIACO WA 6008	7E8414156
Start date: 14/10/2016	
Cease date: 29/11/2016	
Registered address: KRED LEGAL PTY LTD, 'Woodys Arcade' Unit 9, 15 Dampier Terrace, BROOME WA 6725	2E2044325
Start date: 29/06/2015	
Cease date: 13/10/2016	
Principal Place Of Business address: KRED ENTERPRISES PTY LTD, 'Woodys Arcade' Unit 19, 15 Dampier Terrace, BROOME WA 6725	2E6927203
Start date: 11/11/2016	
Cease date: 08/12/2020	
Principal Place Of Business address: 255 Hay Street, SUBIACO WA 6008	7E8414156
Start date: 07/10/2016	
Cease date: 10/11/2016	

Principal Place Of Business address:	'Woodys Arcade' Unit 9, 15 Dampier Terrace, BROOME WA 6725	2E2044325
Start date:	29/06/2015	
Cease date:	06/10/2016	

Contact Address

Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.

Current

Address:	PO BOX 3397, BROOME WA 6725
Start date:	03/08/2020

Historical

Address:	PO BOX 36394, WINNELLIE NT 0821
Start date:	11/11/2016
Cease date:	03/08/2020
Address:	PO BOX 237, WEST PERTH WA 6872
Start date:	14/07/2016
Cease date:	11/11/2016
Address:	PO BOX 237, WEST PERTH WA 6872
Start date:	11/07/2016
Cease date:	14/07/2016
Address:	PO BOX 3397, BROOME WA 6725
Start date:	03/05/2016
Cease date:	11/07/2016

Officeholders and Other Roles **Document Number**

Director		
Name:	ROBERT WATSON	2E2044325
Address:	[REDACTED]	
Born:	12/04/1967, DERBY, WA	
Appointment date:	29/06/2015	
Name:	WAYNE THOMAS BERGMANN	9E0006618
Address:	[REDACTED]	
Born:	27/06/1969, DERBY, WA	
Appointment date:	16/03/2016	
Name:	JUSTIN KING	7EAG81327
Address:	[REDACTED]	
Born:	14/05/1964, BROOME, WA	
Appointment date:	04/12/2018	
Name:	GARY OZIES	7EAJ91053
Address:	[REDACTED]	
Born:	06/06/1956, DERBY, WA	
Appointment date:	05/03/2019	
Name:	JADEN NELSON MELLICK	7EAZ18166
Address:	[REDACTED]	
Born:	07/08/1991, SUBIACO, WA	
Appointment date:	04/08/2020	

Name:	PATRICK GREEN	7EBG61132
Address:	[REDACTED]	
Born:	26/03/1960, DERBY, WA	
Appointment date:	30/03/2021	
Name:	THOMAS SKINNER	7EBO38180
Address:	[REDACTED]	
Born:	29/09/1966, NOONKANBAH STATION, WA	
Appointment date:	14/12/2021	
Secretary		
Name:	WAYNE THOMAS BERGMANN	7EAP38343
Address:	[REDACTED]	
Born:	27/06/1969, DERBY, WA	
Appointment date:	16/08/2019	
Previous Director		
Name:	ERIC LLOYD BEDFORD	9E0006618
Address:	[REDACTED]	
Born:	18/07/1967, DERBY, WA	
Appointment date:	16/03/2016	
Cease date:	30/03/2021	
Name:	RICHARD GREGSON	7EAJ91053
Address:	[REDACTED]	
Born:	15/08/1966, SUBIACO, WA	
Appointment date:	05/03/2019	
Cease date:	16/08/2019	
Name:	NINGALI LAWFORD-WOLF	2E2044325
Address:	[REDACTED]	
Born:	13/01/1968, DERBY, WA	
Appointment date:	29/06/2015	
Cease date:	11/08/2019	
Name:	GORDON MARSHALL	2E2044325
Address:	[REDACTED]	
Born:	12/10/1951, BROOME, WA	
Appointment date:	29/06/2015	
Cease date:	04/12/2018	
Previous Secretary		
Name:	RICHARD GREGSON	7EAJ91053
Address:	[REDACTED]	
Born:	15/08/1966, SUBIACO, WA	
Appointment date:	05/03/2019	
Cease date:	16/08/2019	
Name:	PETER MCENTEE	2E2044325
Address:	[REDACTED]	
Born:	16/04/1952, BOX HILL, VIC	
Appointment date:	29/06/2015	
Cease date:	25/02/2016	

Share Information					
Share Structure					
Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY	2560	2002310.00	0.00	7EAJ91053
PRF	PREFERENCE	340	2000000.02	0.00	7EAJ91053

Members					
<p>Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.</p>					
<p>Name: KIMBERLEY ABORIGINAL PASTORAL COMPANY LIMITED ACN: 605 593 119 Address: PO BOX 3397, BROOME WA 6725</p>					
Class	Number held	Beneficially held	Paid	Document number	
ORD	1000	yes	FULLY	2E2044325	
<p>Name: KIMBERLEY AGRICULTURE AND PASTORAL INVESTMENTS PTY LIMITED ACN: 611 047 280 Address: PO BOX 3397, BROOME WA 6725</p>					
Class	Number held	Beneficially held	Paid	Document number	
ORD	250	yes	PARTIALLY	7E8020726	
<p>Name: WALALAKOO LAND HOLDING ABORIGINAL CORPORATION Org No.: 632 569 601 Address: 70 Stanley Street, DERBY WA 6728</p>					
Class	Number held	Beneficially held	Paid	Document number	
ORD	1310	yes	FULLY	7EAJ91053	
<p>Name: MARRA WORRA WORRA ABORIGINAL CORPORATION Org No.: 129 823 203 Address: PO BOX 35, FITZROY CROSSING WA 6765</p>					

Class	Number held	Beneficially held	Paid	Document number
PRF	340	yes	FULLY	7EAJ91053

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
29/06/2015	201C Application For Registration As A Proprietary Company	29/06/2015	3	29/06/2015	2E2044325
02/05/2016	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	02/05/2016	3	02/05/2016	9E0006618
03/06/2016	484 Change To Company Details 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To (Members) Share Holdings	03/06/2016	2	03/06/2016	7E8020726
30/06/2016	484O Change To Company Details Changes To Share Structure	30/06/2016	2	30/06/2016	7E8107448
07/10/2016	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	07/10/2016	2	07/10/2016	7E8414156
23/11/2016	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	23/11/2016	2	11/11/2016	2E6927203
05/12/2018	484E Change To Company Details Appointment Or Cessation Of A Company	05/12/2018	2	05/12/2018	7EAG81327

	Officeholder				
28/03/2019	484 Change To Company Details 484E Appointment Or Cessation Of A Company Officeholder 484O Changes To Share Structure 484G Notification Of Share Issue 484N Changes To (Members) Share Holdings	28/03/2019	4	28/03/2019	7EAJ91053
16/09/2019	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	16/09/2019	2	16/09/2019	7EAP38343
14/10/2019	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	14/10/2019	2	14/10/2019	7EAQ24163
04/08/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	04/08/2020	2	04/08/2020	7EAZ18166
25/03/2021	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	25/03/2021	2	25/03/2021	7EBF96889
19/04/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	19/04/2021	2	19/04/2021	7EBG61132
20/12/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	20/12/2021	2	20/12/2021	7EBO38180

End of Extract of 6 Pages

Annexure 15
ASIC Current and Historical Company
Search of KRED Enterprises Pty Ltd



ASIC

Australian Securities & Investments Commission

Current & Historical Company Extract

Name: KRED ENTERPRISES PTY LTD

ACN: 147 677 156

Date/Time: 18 July 2022 AEST 11:00:01 AM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
Current Organisation Details	
Name: KRED ENTERPRISES PTY LTD	7E3482335
ACN: 147 677 156	
Registered in: Western Australia	
Registration date: 02/12/2010	
Next review date: 02/12/2022	
Name start date: 17/02/2011	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	
Previous Organisation Details from 02/12/2010 to 16/02/2011	
Name: KREDC (RESOURCES) PTY LTD	5E2567831
Name start: 02/12/2010	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: C/- WAYNE BERGMANN, 'Woodys Arcade', 15 Dampier Terrace, BROOME WA 6725	5E2567831
Start date: 02/12/2010	
Principal Place Of Business address: 'Woodys Arcade', 15 Dampier Terrace, BROOME WA 6725	5E2567831
Start date: 02/12/2010	

Contact Address
Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.
Historical
Address: PO BOX 3397, BROOME WA 6725
Start date: 25/09/2015
Cease date: 07/11/2019
Address: PO BOX 5994, ALBANY WA 6330
Start date: 17/02/2011
Cease date: 25/09/2015

Officeholders and Other Roles	Document Number
Director	
Name: JODIE PINCINI	029162388
Address: [REDACTED]	
Born: 12/08/1969, MIRBOO NORTH, VIC	

Appointment date:	16/05/2014	
Name:	JAMES FORREST HUGHES	9EAA31526
Address:	[REDACTED]	
Born:	11/09/1952, MELBOURNE, VIC	
Appointment date:	26/11/2015	
Name:	ANDREW GORDON DENNISS	9EAA31526
Address:	[REDACTED]	
Born:	02/10/1982, PERTH, WA	
Appointment date:	15/07/2013	
Name:	ROWENA ANNE MOUDA	9EAA42477
Address:	[REDACTED]	
Born:	24/05/1977, DERBY, WA	
Appointment date:	06/12/2020	
Name:	DAMIEN FRANCIS PARRIMAN	9EAA50244
Address:	[REDACTED]	
Born:	16/06/1981, PERTH, WA	
Appointment date:	25/06/2021	
Name:	SARAH PARIMAN	9EAA59405
Address:	[REDACTED]	
Born:	07/12/1983, SUBIACO, WA	
Appointment date:	23/12/2021	
Previous Director		
Name:	PETER MURRAY	7E6746146
Address:	[REDACTED]	
Born:	20/08/1974, DERBY, WA	
Appointment date:	20/02/2015	
Cease date:	30/11/2021	
Name:	RHONEN MAHER	9EAA39958
Address:	[REDACTED]	
Born:	13/12/1988, BROOME, WA	
Appointment date:	05/10/2020	
Cease date:	19/10/2021	
Name:	WAYNE BERGMANN	9EAA47726
Address:	[REDACTED]	
Born:	27/06/1969, DERBY, WA	
Appointment date:	08/03/2021	
Cease date:	23/04/2021	
Name:	WAYNE THOMAS BERGMANN	5E2567831
Address:	[REDACTED]	
Born:	27/06/1969, DERBY, WA	
Appointment date:	02/12/2010	
Cease date:	06/12/2020	
Name:	DAMIEN FRANCIS PARRIMAN	9EAA31303
Address:	[REDACTED]	
Born:	16/06/1981, SUBIACO, WA	
Appointment date:	06/04/2020	
Cease date:	29/09/2020	

Name:	ANTHONY WATSON	5E2567831
Address:	[REDACTED]	
Born:	16/01/1971, DERBY, WA	
Appointment date:	02/12/2010	
Cease date:	01/03/2015	
Name:	PETER HAROLD	7E3618349
Address:	[REDACTED]	
Born:	21/05/1963, MELBOURNE, VIC	
Appointment date:	09/03/2011	
Cease date:	31/12/2013	
Name:	GLENYS ROPER	7E4437453
Address:	[REDACTED]	
Born:	29/10/1948, YACKANDANDAH, VIC	
Appointment date:	18/04/2012	
Cease date:	16/07/2013	
Name:	CECILIA ROSE GORE-BIRCH GAULT	7E4437453
Address:	[REDACTED]	
Born:	20/10/1974, WYNDHAM, WA	
Appointment date:	02/05/2012	
Cease date:	13/11/2012	
Name:	MARK GARETH OWEN	7E4437453
Address:	[REDACTED]	
Born:	19/01/1964, BROOME, WA	
Appointment date:	16/06/2011	
Cease date:	25/09/2012	
Previous Secretary		
Name:	WAYNE THOMAS BERGMANN	5E2567831
Address:	[REDACTED]	
Born:	27/06/1969, DERBY, WA	
Appointment date:	02/12/2010	
Cease date:	06/12/2020	
Name:	ZOE CECILE RAMSAY	7E6746146
Address:	[REDACTED]	
Born:	31/07/1979, HORNSBY, NSW	
Appointment date:	20/02/2015	
Cease date:	24/04/2015	

Share Information**Share Structure**

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY	1	1.00	0.00	5E2567831

Members

Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Name: AMBOORINY BURRU LTD AS TRUSTEE FOR THE AMBOORINY BURRU FOUNDATION
 Org No.: 626 915 606
 Address: 'Woodys Arcade', 15 Dampier Terrace, BROOME WA 6725

Class	Number held	Beneficially held	Paid	Document number
ORD	1	no	FULLY	7EAB19239

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
02/12/2010	201C Application For Registration As A Proprietary Company	02/12/2010	3	02/12/2010	5E2567831
17/02/2011	205A Notification Of Resolution Changing Company Name	17/02/2011	2	16/02/2011	7E3482335
19/04/2011	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	19/04/2011	2	19/04/2011	7E3618349
23/09/2011	902 Supplementary Document	26/09/2011	2	02/12/2010	027831744
07/05/2012	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	07/05/2012	3	07/05/2012	7E4437453
11/10/2012	370 Notification By Officeholder Of Resignation Or Retirement	12/10/2012	2	11/10/2012	7E4778201
13/11/2012	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	13/11/2012	2	13/11/2012	7E4845356
26/07/2013	484E Change To Company Details Appointment Or Cessation Of A Company	26/07/2013	4	26/07/2013	028594652

	Officeholder				
20/01/2014	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	21/01/2014	4	21/01/2014	028831308
21/10/2014	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	14/11/2014	2	21/10/2014	029162388
23/02/2015	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	23/02/2015	2	23/02/2015	7E6746146
01/03/2015	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	01/03/2015	2	01/03/2015	7E6760441
08/05/2015	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	08/05/2015	2	08/05/2015	7E6939022
07/12/2015	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	07/12/2015	2	07/12/2015	7E7532930
19/06/2018	484A2 Change To Company Details Change Member Name Or Address	19/06/2018	2	19/06/2018	7EAB19239
07/04/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	07/04/2020	2	07/04/2020	9EAA31303
14/04/2020	484A1 Change To Company Details Change Officeholder Name Or Address	14/04/2020	2	14/04/2020	9EAA31526
28/10/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	28/10/2020	2	28/10/2020	9EAA39958
21/12/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	21/12/2020	2	21/12/2020	9EAA42477
21/12/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	21/12/2020	2	21/12/2020	9EAA42479
30/04/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	30/04/2021	2	30/04/2021	9EAA47726
30/04/2021	484E Change To Company	30/04/2021	2	30/04/2021	9EAA47729

	Details Appointment Or Cessation Of A Company Officeholder				
25/06/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	25/06/2021	2	25/06/2021	9EAA50244
25/10/2021	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	25/10/2021	2	25/10/2021	9EAA55806
28/10/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	28/10/2021	2	28/10/2021	9EAA56026
20/12/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	20/12/2021	2	20/12/2021	9EAA58531
17/01/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	17/01/2022	2	17/01/2022	9EAA59405

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