

Constitution

Black Dog Ride Australia Limited

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Black Dog Ride Australia Limited

A company limited by guarantee

Constitution

1. Nature of the Company

- (a) This Company is a public company limited by guarantee.
- (b) The name of the Company is **Black Dog Ride Australia Limited**.
- (c) The Company does not have the power to issue shares

2. Definitions and interpretation

2.1 Definitions

The following definitions apply in this Constitution unless the context requires otherwise:

ACNC Act means the Australian Charities and Not-for-profits Commission Act 2012 (Cth);

Alternate Director means a person appointed as an alternate Director under clause 18.6;

Annual Fee means:

- (a) in relation to an Ordinary Member, \$20; or such amount as approved at a general meeting of the Company
- (b) in relation to a Corporate Member, \$50; or such amount as approved at a general meeting of the Company

Appointing Director is defined in clause 18.6(a);

Associate Member means a person who meets the eligibility requirements set out in clause 11.3 and is admitted as a member of the Company under clause 10.3;

Auditor means the Company's auditor;

Board means the board of Directors of the Company from time to time;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Perth of Western Australia;

Chairperson means:

- (a) Steve Andrews; or
- (b) in the context of a meeting where the Chairperson referred to in paragraph (a) above is not present or refuses to chair that meeting, the person appointed to chair that meeting in accordance with this Constitution;

Company means Black Dog Ride Australia Limited;

Company's Objects means the objects of the Company as set out in clause 3;

Constitution means this constitution as amended, supplemented or replaced from time to time;

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

Corporate Member means a person who meets the eligibility requirements set out in clause 11.4 and is admitted as a member of the Company under clause 10.3;

Director means any person elected or appointed to the position of Director of the Company and, where appropriate, includes an Alternate Director;

Gift Fund means a fund established by the Company in accordance with clause 9;

Insolvency Event means, in relation to a person, any one or more of the following events or circumstances:

- (a) a winding up, dissolution, liquidation, provisional liquidation, administration or bankruptcy;
- (b) having a controller (as defined in the Corporations Act), receiver, receiver and manager, administrator, liquidator (whether provisional or otherwise) or analogous person appointed to it or any of its property;
- (c) being unable to pay any of its debts as and when due and payable or being deemed to be insolvent under any provision of the Corporations Act or any other law;
- (d) seeking protection from its creditors under any law, entering into a compromise, moratorium, assignment, composition or arrangement with, or for the benefit of, any of its members or creditors; or
- (e) any analogous event or circumstance to those described in paragraphs (a) to (d) under any law;

Life Member means a person who meets the eligibility requirements set out in clause 11.2 and is admitted as a member of the Company under clause 10.3;

Managing Director means a managing director appointed under clause 17.1;

Member means the Ordinary Members, Life Members, Associate Members and the Corporate Members;

Members Present means, in connection with a meeting, a Member being present in person or by proxy or attorney or Representative, and includes being present at a different venue from the venue at which other Members are participating in the same meeting, providing the pre-requisites for a valid meeting at different venues are observed;

Office means the Company's registered office;

Officeholder means a person nominated or elected to the Board.

Ordinary Member means a person who meets the eligibility requirements set out in clause 11.1 and is admitted as a member of the Company under clause 10.3;

Participant means a person who has been a registered rider, registered pillion rider, registered support crew driver, registered support crew passenger or a ride coordinator for a fundraising motorcycle ride organised by the Company or Black Dog Ride Pty Ltd ACN 155 409 466;

Register means the register of Members of the Company;

Representative means a natural person nominated by an organisation in accordance with clause 11.5;

Secretary means any person appointed by the Directors to perform any of the duties of a Secretary of the Company and if there are joint secretaries, any one or more of the joint secretaries;

Special Resolution has the same meaning given to that term in section 9 of the Corporations Act; and

Tax Act means the Income Tax Assessment Act 1997 (Cth).

2.2 Interpretation

In this Constitution unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of this Constitution;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a document includes the document as modified from time to time and any document replacing it;
- (f) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (g) the word "person" includes a natural person, partnership, body corporate, association, governmental or local authority, agency and any body or entity whether incorporated or not;
- (h) the word "month" means calendar month and the word "year" means 12 months;
- (i) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (j) a reference to a thing includes a part of that thing;
- (k) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (l) wherever "include", "for example" or any form of those words or similar expression is used, it must be construed as if it were followed by "(without being limited to)";
- (m) money amounts are stated in Australian currency unless otherwise specified;
- (n) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct**

body), means the agency or body that performs most closely the functions of the defunct body; and

- (o) any expression in a provision of this Constitution that relates to a particular provision of the Corporations Act has the same meaning as in that provision of the Corporations Act.

2.3 Replaceable rules

The replaceable rules contained in the Corporations Act are displaced under section 135(2) of the Corporations Act and do not apply to the Company.

2.4 Compliance with the Corporations Act

This Constitution is subject to the Corporations Act and where there is any inconsistency between a clause of this Constitution and the Corporations Act which is not permissible under the Corporations Act, the Corporations Act prevails to the extent of the inconsistency.

2.5 Transitional

Everything done under this Constitution of the Company continues to have the same operation and effect after the adoption of any successor Constitution as if properly done under that Constitution.

3. Company's Objects

The objects for which the Company is established are to:

- (a) to raise awareness of depression and suicide prevention;
- (b) to organise charitable fundraising events, including group motorcycle rides and raffles, to raise funds for:
 - (i) mental health research and education; and
 - (ii) crisis support services for those suffering or affected by depression;
- (c) to advocate for mental health reform;
- (d) to establish a fund (**Gift Fund**) to enable donors to make tax deductible donations; and
- (e) to do anything else that is conducive to achieving the above objects.

4. Company's powers

The Company has the powers set out in the Corporations Act but only to the extent necessary or convenient to carry out, or incidental to carrying out, the Company's Objects.

5. Assets and income of the Company

- (a) Subject to clauses 5(b) and 15.6, all assets, income and profits of the Company will be applied solely towards the promotion of the Company's Objects and no portion of the Company's assets or income may be:
 - (i) paid or transferred directly or indirectly by way of dividend, bonus, fees or otherwise to any Member; or

- (ii) paid as fees or otherwise to any Director.
- (b) Clause 5(a) does not prohibit the Company from making a payment approved by the Board for out-of-pocket expenses incurred by a Director, including the Managing Director, in performing a duty as a Director or Managing Director of the Company.

6. Obligations of Members

Every Member undertakes to:

- (a) promote and further the Company's Objects and the interest, influence and standing of the Company; and
- (b) observe this Constitution and the rules and regulations of the Company in force from time to time,

to the best of their ability.

7. Liability of Members

The liability of Members of the Company is limited.

8. Guarantee by Members

Every Member undertakes to contribute an amount of \$10.00 to the property of the Company if it is wound up while he or she is a Member or within one year after he or she ceases to be a Member, for:

- (a) payment of the Company's debts and liabilities contracted before the time he or she ceased to be a Member;
- (b) the costs, charges and expenses of winding up; and
- (c) the adjustment of the rights of the Members among themselves.

9. Establishment and operation of Gift Fund

9.1 Gift Fund

The Company must establish the Gift Fund:

- (a) to which gifts of money or property for the Company's Objects are to be made;
- (b) to which contributions (that are not gifts) but which:
 - (i) are described in items 7 or 8 of the table in section 30-15 of the Tax Act in relation to a fundraising event held for the Company's Objects; or
 - (ii) can be made to the Gift Fund without adversely affecting the Company's deductible gift recipient status,
 are to be made;
- (c) to which any money received by the Company because of such gifts or contributions referred to in clauses 9.1(a) or 9.1(b) is to be credited; and
- (d) that does not receive any other money or property.

9.2 Limits on use of Gift Fund

The Company must use the assets of the Gift Fund only for the Company's Objects.

9.3 Bank accounts

- (a) Donations to the Gift Fund are to be kept separate from other funds and property of the Company.
- (b) A separate bank account must be opened with an authorised deposit institution as determined by the Directors, in the name of "Black Dog Ride Fund", to deposit money donated to the Gift Fund and money from the realisation of property donated to the Gift Fund and interest accruing on such monies. No other money or property may be received by the Gift Fund.

9.4 Maintaining the Gift Fund

In maintaining the Gift Fund the Company will:

- (a) ensure that the Gift Fund is operated on a not-for-profit basis;
- (b) ensure that at all times the Gift Fund is maintained and used for the Company's Objects;
- (c) ensure that the Gift Fund is operated separately and maintained with separate books of account from the Company's general accounts;
- (d) have in place appropriate procedures to ensure only and all proper amounts of money and property are credited to the Gift Fund;
- (e) ensure that money from interest on donations, income derived from donated property, and money from the realisation of such property is to be deposited into the Gift Fund;
- (f) issue receipts in the name of the fund to donors which contain the elements required for donations to the Gift Fund to be deductible under the Tax Act;
- (g) ensure any money or property which is incorrectly received into the Gift Fund will be removed from the Gift Fund as soon as practicable with the accounts for the Gift Fund adjusted and noted accordingly;
- (h) keep records which:
 - (i) record and explain all transactions and other acts the Gift Fund or the Company engages in which is relevant to the Company's status as a deductible gift recipient; and
 - (ii) show that the each of the following assets of the Gift Fund is used by the Gift Fund or the Company only for the Company's Objects:
 - (A) gifts of money or property for the Company's Objects;
 - (B) contributions (that are not gifts) but which are described in items 7 or 8 of the table in section 30-15 of the Tax Act in relation to a fund-raising event held for the Company's Objects;

- (C) contributions (that are not gifts) but which can be made to the Gift Fund without adversely affecting the Company's deductible gift recipient status; and
 - (D) money received by the Gift Fund because of such gifts or contributions;
- (i) keep the records referred in clause 9.4(h) for at least 5 years after the completion of such transactions or acts to which they relate;
 - (j) ensure that any allocation of funds or property to other persons or organisations will be made in accordance with the Company's Objects and not be influenced by the preference of the donor; and
 - (k) at all times ensure it complies with the requirements of all laws and regulations in existence from time to time or any guidelines issued by the Australian Taxation Office in relation to gift funds or such other government authority overseeing the administration of gift funds.

9.5 Winding up of the Gift Fund

At the first occurrence of:

- (a) the winding up of the Gift Fund; or
- (b) the Company ceasing to be endorsed as a deductible gift recipient under Subdivision 30-BA of the Tax Act,

any surplus assets of the Gift Fund must be transferred to an institution:

- (c) which is charitable at law and with objects similar to the Company's Objects;
- (d) whose constitution prohibits distributions or payments to its members and directors (if any) to an extent at least as great as is outlined in clause 5;
- (e) gifts to which are deductible under Division 30 of the Tax Act; and
- (f) the identity of which is decided by the Directors.

10. Membership

10.1 Number of Members

The number of Members of the Company is unlimited.

10.2 Requirements for Members

A Member:

- (a) must submit a valid application for membership in accordance with clause 10.5;
- (b) must support the Company's Objects in clause 3; and
- (c) must meet the eligibility requirements for Membership set out in clause 11.

10.3 Admission

The Members of the Company will be:

- (a) the persons who gave consent to become Members in the Company's application for registration, as set out in item 1 of Schedule 1; and
- (b) any other persons the Directors admit to membership in accordance with this Constitution.

10.4 Membership classes

The Members of the Company will consist of:

- (a) Ordinary Members;
- (b) Life Members;
- (c) Associate Members; and
- (d) Corporate Members.

10.5 Application for membership

- (a) Every application for membership of the Company must:
 - (i) be in writing;
 - (ii) be in a form approved by the Board for that purpose;
 - (iii) state the applicant's name, address, occupation and proposed class of membership;
 - (iv) be signed by the applicant; and
 - (v) be submitted online at the Company's website or to the Secretary at the Office or in any other way approved by the Board from time to time.
- (b) Within a reasonable period of receipt of a membership application, the Board will consider the application and will, in its absolute discretion without having to provide reasons:
 - (i) determine the admission or rejection of the applicant and (if applicable) determine the class of membership; or
 - (ii) decide to call on the applicant to supply any evidence of eligibility that they consider reasonably necessary.
- (c) An applicant will be admitted to membership of the Company if 75% or more of the Directors entitled to vote at the meeting of Directors vote in favour of admitting the applicant.
- (d) If the Directors reject an application for membership, the Secretary must, as soon as practicable, notify the applicant in writing that the application has been rejected.
- (e) If the Directors approve an application for membership, the Secretary must, as soon as practicable, notify the applicant in writing of the approval of the application for membership.

- (f) The Secretary must, within 30 days after an application is approved by the Directors, enter the applicant's name on the Register.

10.6 Effect of application

By submitting an application for membership to the Company, the person applying to become a Member agrees to be bound by this Constitution and any other rules, by-laws, policies or other standards prescribed by the Directors from time to time.

10.7 Transfer of membership

A right, privilege or obligation of a person by reason of membership:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates upon the cessation of membership.

10.8 Annual membership fee

Members must pay an Annual Fee on 1 January each year or such date decided by the Board from time to time.

10.9 Cessation of membership

A Member will cease to be a Member:

- (a) if the Member resigns from the Company by giving written notice of their resignation, from the date of receipt of that notice by the Secretary;
- (b) if the Member's membership lapses in accordance with clause 10.10;
- (c) if that Member's status or conduct, in the Board's opinion, renders it undesirable that that Member continue to be a Member, and:
 - (i) 75% of the Directors entitled to vote at a meeting of the Board vote in favour of terminating the membership of the Member; and
 - (ii) the Member has been given at least 21 days' notice of the resolution and has had the opportunity to be heard at the meeting at which the resolution is proposed; or
- (d) where the Member is an individual, if the Member:
 - (i) dies;
 - (ii) becomes mentally incapacitated or whose person or estate is liable to be dealt with in any way under the laws relating to mental health;
 - (iii) is the subject of an Insolvency Event;
 - (iv) brings the reputation of the Company into disrepute; or
 - (v) is convicted of an indictable offence.
- (e) where the Member is an organisation, if that member is the subject of an Insolvency Event or is deregistered.
- (f) Any Member ceasing to be a Member:

- (i) will have its name removed from the Register;
- (ii) will not be entitled to any refund (or part refund) of any Annual Fee; and
- (iii) will remain liable for and will pay to the Company all Annual Fees or other money which is due at the date of ceasing to be a Member.

10.10 Lapse of membership

- (a) If a Member's Annual Fee remains unpaid for more than 3 months after becoming due, the Secretary may send the Member a default notice requiring payment of the outstanding Annual Fee within 14 days of the issue of the default notice.
- (b) If the Annual Fee remains unpaid 14 days after the issue of the default notice, then the Member will at that time automatically and without further notice cease to be a Member and clause 10.9(f) will apply.
- (c) The Board may, in its absolute discretion, reinstate the Member on payment of all arrears of the outstanding Annual Fee.

11. Rights and eligibility of Members

11.1 Ordinary Members

- (a) To be eligible as an Ordinary Member a person who has been a Participant at least once or is a volunteer for the Company and supports the advancement of the Company's Objects.
- (b) An Ordinary Member has the right to:
 - (i) receive notices from the Company;
 - (ii) attend, request the convening of, vote at, and be heard at all general meetings of the Company;
 - (iii) be nominated and elected as an Officeholder; and
 - (iv) exercise the rights of a Member.

11.2 Life Members

- (a) To be eligible as a Life Member a person must be an Ordinary Member who has, in the opinion of the Board, in its absolute discretion, provided exemplary service to the Company.
- (b) A Life Member has the right to:
 - (i) receive notices from the Company;
 - (ii) attend, request the convening of, vote at, and be heard at all general meetings of the Company;
 - (iii) be nominated and elected as an Officeholder; and
 - (iv) exercise the rights of a Member.

11.3 Associate Members

- (a) To be eligible as an Associate Member a person must support the advancement of the Company's Objects.
- (b) An Associate Member has the right to:
 - (i) receive notices from the Company; and
 - (ii) attend and be heard at all general meetings of the Company.
- (c) An Associate Member does not have the right to vote at general meetings of the Company.

11.4 Corporate Members

- (a) To be eligible as a Corporate Member a person must be an entity that has an interest in the activities the Company and in the advancement of the Company's Objects.
- (b) A Corporate Member has the right to:
 - (i) receive notices from the Company; and
 - (ii) attend and be heard at all general meetings of the Company.
- (c) A Corporate Member does not have the right to vote at general meetings of the Company.

11.5 Representatives

- (a) A Corporate Member may by written notice to the Secretary:
 - (i) appoint a natural person to act as its Representative in all matters as permitted by the Corporations Act subject to any restrictions on the Representative's powers imposed by the Corporate Member; and
 - (ii) remove a Representative.
- (b) Subject to this Constitution, a Representative is entitled to:
 - (i) exercise at a general meeting all the powers which the Corporate Member who appointed them could exercise pursuant to this Constitution and the Corporations Act if it were a natural person;
 - (ii) be counted towards a quorum on the basis that the Corporate Member will be deemed to be one of the Members Present at a general meeting by its Representative.
- (c) A certificate executed in accordance with the Corporations Act, or other relevant legislation, is rebuttable evidence of the appointment or removal of the appointment (as appropriate) of the Representative.
- (d) If written notice of the appointment of a Representative has not been received in accordance with clause 11.5(a) the Chairperson of a general meeting may allow a Representative to vote on the condition that they subsequently establish their status as a Representative within a period prescribed by and to the satisfaction of the Chairperson of the general meeting.

- (e) The appointment of a Representative may set out restrictions on the Representative's powers.

12. General meetings

12.1 Meaning of general meeting of Members

In relation to general meetings of Members, a **meeting** includes:

- (a) all adjournments of a meeting; and
- (b) any meeting convened to be held by those entitled to be present, meeting simultaneously in different locations as determined by the Directors.

12.2 Annual general meeting

If required to do so by the Corporations Act, the Company must hold an annual general meeting of the Company in accordance with the Corporations Act.

12.3 Power of Directors to convene

- (a) The Directors may convene a general meeting of Members whenever and at any place they think fit.
- (b) The Members may require the Directors to convene a general meeting as permitted by the Corporations Act.
- (c) Subject to the Corporations Act, the Directors may cancel or postpone any general meeting or change its venue by giving appropriate notice to all persons to whom the notice of the original meeting was given, but may not cancel a general meeting which was called or requisitioned by persons other than the Directors without the prior written consent of those persons.

12.4 Notice of general meetings

- (a) Written notice of a general meeting must be given as provided in this Constitution to:
 - (i) every Member;
 - (ii) every Director; and
 - (iii) the Auditor.
- (b) Subject to the Corporations Act and clause 12.4(b), the Company must give 21 days' notice of general meetings (including annual general meetings).
- (c) Subject to the Corporations Act, the Company may call, on shorter notice than that specified in clause 12.4(b):
 - (i) an annual general meeting, if all the Members entitled to attend and vote at the annual general meeting agree prior to the annual general meeting; and
 - (ii) any other general meeting, if Members holding at least 95% of the votes that may be cast at the general meeting agree prior to the general meeting.

- (d) The Company cannot call a general meeting or annual general meeting on shorter notice than that specified in clause 12.4(b) if a resolution will be moved at the meeting to:
 - (i) appoint or remove a Director; or
 - (ii) remove an Auditor.
- (e) Subject to the Corporations Act, the Company may give notices to Members electronically by notifying the Member:
 - (i) that the notice is available; and
 - (ii) how the Member may use electronic means to access the notice,

by any electronic means permitted by the Corporations Act and to an electronic address nominated by the relevant Member for the purpose of receiving notices.

12.5 Content of notice of general meeting

Each notice convening a general meeting must specify:

- (a) the place, date and time of the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
- (b) the general nature of the business to be transacted at the meeting;
- (c) if a Special Resolution is to be proposed at the meeting, set out an intention to propose the Special Resolution and state the resolution; and
- (d) contain a statement of:
 - (i) each Member's right to appoint a proxy; and
 - (ii) the fact that a proxy need not be a Member of the Company.

12.6 Failure to give notice

Any resolution passed at a meeting is not invalidated by:

- (a) the accidental omission to give notice of a meeting to any Member or non-receipt of that notice by a Member; or
- (b) the accidental omission to send out the instrument of proxy to a person entitled to receive notice or non-receipt of that instrument.

12.7 Quorum

- (a) No business may be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- (b) Except as otherwise provided in this Constitution, a quorum constitutes:
 - (i) 3 Members Present; or
 - (ii) where the total number of Members is less than 3, all those Members being the Members Present.

12.8 Effect of no quorum

If a quorum is not present within 15 minutes after the time appointed for the general meeting in the notice:

- (a) if the meeting was called on the requisition of Members, it is automatically dissolved; and
- (b) in any other case:
 - (i) the meeting stands adjourned to a day and at a time and place as the Directors decide or, if no decision is made by the Directors, to the same day in the next week at the same time and place; and
 - (ii) if at the adjourned meeting a quorum is not present within 15 minutes after the time appointed for the meeting, the meeting must be dissolved.

12.9 Right of officers and advisers to attend general meeting

- (a) A Director who is not a Member is entitled to be present and to speak at any general meeting.
- (b) A Secretary who is not a Member is entitled to be present and, at the request of the Chairperson of the meeting, to speak at any general meeting.
- (c) Any other person (whether a Member or not) required by the Directors to attend any general meeting is entitled to be present and, at the request of the Chairperson of the meeting, to speak at that general meeting.

12.10 Use of technology

- (a) The Company may hold a meeting at 2 or more venues using any technology that gives Members a reasonable opportunity to participate, provided that arrangements are made at each venue for the recording of all votes cast.
- (b) The general meeting is taken to be held where the Chairperson of the general meeting conducts the general meeting and all proceedings conducted in accordance with this clause 12.10 are as valid and effective as if conducted at a single gathering of a quorum of those entitled to be present.

12.11 Validity of meetings held in different locations

The business of a general meeting held under clause 12.1(b) cannot be validly considered, and any resolutions at that meeting have no effect, unless:

- (a) the Members Present at each such location as a whole have a reasonable opportunity to hear and participate in the business of the general meeting as it is being conducted, both at the venue at which the Chairperson of the general meeting is present and at each other venue; and
- (b) satisfactory provision is made at each venue for the recording of all votes cast,

and on satisfying these conditions, the general meeting is taken to be held where the Chairperson of the general meeting conducts the meeting and all proceedings conducted in that manner are as valid and effective as if conducted at a single gathering of a quorum of those entitled to be present.

12.12 Chairperson of general meeting

- (a) The Chairperson must (if present within 15 minutes after the time appointed for the meeting and willing to act) preside as Chairperson at each general meeting.
- (b) If at a general meeting:
 - (i) there is no Chairperson;
 - (ii) the Chairperson is not present within 15 minutes after the time appointed for the meeting; or
 - (iii) the Chairperson is present within that time but is not willing to act as Chairperson of the meeting,

the Directors present must choose one of their number or, in the absence of all Directors or if none of the Directors present wish to act, the Members present and entitled to vote must elect one of their number to chair the meeting.

12.13 Adjournments

- (a) The Chairperson of the general meeting may, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (b) No business may be transacted at any continuation of an adjourned meeting other than the business left unfinished at the meeting which has been adjourned.
- (c) A resolution passed at a meeting resumed after an adjournment is passed on the day it was in fact passed.
- (d) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- (e) Except as provided by clause 12.13(d) it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

12.14 Decisions by majority unless otherwise required

Except where by law a resolution is required to be a Special Resolution, questions arising at a general meeting must be decided by a majority of votes cast by the Members Present at the meeting. Such a decision is for all purposes a decision of the Members.

12.15 Minutes

- (a) The Company must keep minute books in which it records, within 30 days:
 - (i) proceedings and resolutions of meetings of the Members;
 - (ii) proceedings and resolutions of Directors' meetings and resolutions passed by Directors without a meeting; and
 - (iii) resolutions passed by Members without a meeting.
- (b) The Company must ensure that minutes are signed within a reasonable time after the date of the meeting or of the resolution being passed by:
 - (i) the Chairperson of the meeting; or

- (ii) the Chairperson of the next meeting; or
- (iii) in the case of a resolution without a meeting, a Director.

13. Voting at general meetings

13.1 Voting

- (a) A resolution put to the vote at a general meeting must be decided on a show of hands unless a poll is demanded.
- (b) Before a vote is taken, the Chairperson must inform the general meeting whether any proxy votes have been received and how the proxy votes are to be cast on the resolution.
- (c) On a show of hands, a declaration by the Chairperson is conclusive evidence of the result provided that the declaration reflects the show of hands and the votes of the proxies received. Neither the Chairperson nor the minutes of the meeting need to state the number or proportion of the votes recorded in favour or against the resolution.

13.2 Voting rights

- (a) Each Member entitled to vote under this Constitution and present has one vote, whether on a show of hands or on a poll.
- (b) A Member ordinarily entitled to vote is not entitled to vote if his or her Annual Fee is more than 3 months in arrears on the date of the relevant general meeting.

13.3 Voting by poll

- (a) A poll may be demanded by:
 - (i) the Chairperson;
 - (ii) at least 3 Members Present and entitled to vote on the resolution; or
 - (iii) a Member Present or Members Present in person or by proxy or attorney representing at least 5% of the total votes that may be cast on the resolution on a poll.
- (b) A poll may be demanded:
 - (i) before a vote is taken; or
 - (ii) before or immediately after the voting results on a show of hands are declared.
- (c) The demand for a poll may be withdrawn.
- (d) If a poll is duly demanded, it must be taken in such manner and, subject to clause 13.3(e), either immediately or after an interval or adjournment or otherwise as the Chairperson directs. The result of the poll is the resolution of the meeting at which the poll was demanded.
- (e) A poll may not be demanded on the election of a Chairperson of the general meeting or on a question of adjournment.

13.4 Procedure for polls

- (a) A poll, when demanded, is to be taken in the manner and at the time the Chairperson of the general meeting directs.
- (b) The result of the poll is a resolution of the general meeting at which the poll was demanded.
- (c) The demand for a poll does not prevent a general meeting from proceeding with any other business.

13.5 Chairperson's casting vote

Subject to the Corporations Act, in the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded has a casting vote (in addition to any vote that the Chairperson may have had as a Member).

13.6 Members of unsound mind and minors

- (a) If a Member is:
 - (i) of unsound mind;
 - (ii) a person whose person or estate is liable to be dealt with in any way under the Law relating to mental health; or
 - (iii) a minor,

the Member's committee or trustee or any other person who has proper management or guardianship of the Member's estate or affairs may, subject to clause 13.6(b), exercise any rights of the Member in relation to a general meeting as if the committee, trustee or other person were the Member.
- (b) Any person with powers of management or guardianship cannot exercise any rights under clause 13.6(a) unless the person has provided the Directors with satisfactory evidence of the person's appointment and status.

13.7 Objections to qualification to vote

- (a) An objection to the qualification of a person to vote may be raised only at the meeting or adjourned meeting at which the vote objected to is tendered.
- (b) Any objection must be referred to the Chairperson of the meeting, whose decision is final.
- (c) A vote allowed after an objection is valid for all purposes.

13.8 Votes counted in error

If any vote is counted which ought not to have been counted or might have been rejected, the error will not invalidate the resolution unless the error is:

- (a) detected at the same meeting; and
- (b) of sufficient magnitude, in the opinion of the Chairperson of the meeting, as to invalidate the resolution.

14. Proxies

14.1 Who can appoint a proxy

A Member who is entitled to attend and vote at a general meeting may appoint a person as that Member's proxy to attend and vote for that Member at a meeting of the Company. A proxy need not be a Member of the Company.

14.2 Rights of proxies

A proxy appointed to attend and vote at a general meeting for a Member in accordance with this clause 14.2 has the same rights as the Appointing Member.

14.3 Form of proxy

- (a) An instrument appointing a proxy is valid if it is in the form specified by the Directors from time to time and is:
 - (i) signed by or on behalf of the Member of the Company making the appointment; and
 - (ii) contains the following information:
 - (A) the Member's name and address;
 - (B) the Company'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.
- (b) The proxy form must provide for the Member to vote for or against each resolution and may provide for abstention to be indicated.
- (c) An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution. Where it does so, the proxy is not entitled to vote on the resolution except as specified in the instrument. A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.
- (d) An instrument appointing a proxy confers authority to demand or join in demanding a poll.
- (e) An instrument appointing a proxy will not be valid after 12 months from the date of its execution, unless it is expressly stated to be a standing appointment or to extend for a longer period.

14.4 Where proxy is incomplete

- (a) No instrument appointing a proxy is treated as invalid merely because:
 - (i) it does not contain the address of the appointor or proxy;
 - (ii) it is not dated; or
 - (iii) in relation to any or all resolutions, it does not contain an indication of the manner in which the proxy is to vote.

- (b) Where the instrument does not specify the name of a proxy, the instrument is treated as given in favour of the Chairperson of the meeting.

14.5 Lodgement of proxies

- (a) An instrument appointing a proxy is not treated as valid unless:
- (i) the instrument;
 - (ii) and either:
 - (A) the power of attorney or other authority (if any) under which the instrument is signed; or
 - (B) a copy of that power or authority certified in a manner acceptable to the Directors,

are lodged not less than 48 hours (or any shorter period as the Directors may permit, subject to the Corporations Act) before the time for holding the meeting at the place specified for that purpose in the notice of the meeting or, if none, at the Office.

- (b) An instrument appointing a representative to act for a Member at all meetings of the Company or at all meetings for a specified period is not treated as valid unless:
- (i) the instrument of appointment or a certified copy of it, duly signed by hand or electronically authenticated in accordance with clause 14.5(c)(ii); and
 - (ii) any evidence as to the validity and non-revocation of that authority as may be required by the Directors,

are lodged not less than 48 hours (or any shorter period as the Directors may permit) before the time for holding the meeting at the place or electronic address specified for that purpose in the notice of the meeting or, if none, at the Office.

- (c) For the purposes of this clause 14.5:
- (i) a legible facsimile of any document which is received at a place specified in the notice is duly lodged at that place at the time when the facsimile is received; and
 - (ii) subject to the Corporations Act, instead of signing or executing an instrument of appointment, a Member may electronically authenticate the appointment of a proxy, provided that:
 - (A) the Member is identified by personal details as required by the Company;
 - (B) the Member's approval of the information communicated to the Company is accompanied by a personal identification number or any other number provided by the Company; and
 - (C) the Member complies with any other requirements of the Company.

14.6 Validity of proxies

- (a) A vote exercised in accordance with the terms of an instrument of proxy, a power of attorney or other relevant instrument of appointment is valid despite:

- (i) the previous death or mental incapacity of appointing Member;
- (ii) the revocation of the relevant instrument or of the authority under which the instrument was executed; or
- (iii) the power of attorney,

if no notice in writing of the death, mental incapacity or revocation has been received by the Company at its Office before the commencement of the general meeting at which the instrument or power of attorney is used.

- (b) A proxy is not revoked by the appointing Member attending and taking part in the general meeting, unless the Member actually votes on the resolution for which the proxy is proposed to be used.

15. Board of Directors

15.1 Number of Directors

- (a) Subject to clause 15.1(c), there must be:
 - (i) at least 4 Directors; and
 - (ii) not more than 6 Directors.
- (b) At least 2 of the Directors must ordinarily reside in Australia.
- (c) The Company may by resolution increase or reduce the minimum or maximum number of Directors provided in doing so, the Company is not in breach of the Corporations Act.

15.2 Appointment and removal of Directors

- (a) The initial Directors will be the persons who gave consent to become Directors in the Company's application for registration, as set out in item 2 of Schedule 1.
- (b) Subject to the Corporations Act, the Company may by resolution appoint or remove a Director.
- (c) Subject to the Corporations Act, the Directors may at any point in time appoint any individual as a Director, either to fill a casual vacancy or as an addition to the existing Directors, but the total number of Directors must not at any time exceed the maximum number allowed under clause 15.1. That person holds office until the end of the next annual general meeting following their appointment and is eligible for election at that meeting.
- (d) Subject to clause 15.5 and to the terms of any agreement entered into between the Company and the relevant Director, a Director holds office until he or she dies or is removed from office under clause 15.2(b).

15.3 Retirement at each annual general meeting

- (a) Subject to clause 17.1 no Director may hold office for a period in excess of 3 years, or beyond the third annual general meeting following the Director's election, whichever is the longer, without submitting himself or herself for re-election.

- (b) An election of Directors must be held at an annual general meeting if any one or more of the following, as applicable:
 - (i) any Director is required to retire under clause 15.3(a) and elects to stand for re-election;
 - (ii) any Director is required to submit for election under clause 15.2(c); or
 - (iii) a person is standing for election as a new Director.
- (c) Clauses 15.3(a) and 15.3(b) do not apply to the Managing Director.
- (d) A retiring Director is eligible for re-election without needing to give any prior notice of an intention to submit for re-election and holds office as a Director until the end of the meeting at which the Director retires.
- (e) No person other than a retiring Director or a Director vacating office under clause 15.2(c) is eligible to be elected a Director at any general meeting unless a written notice of the person's nomination for election is given to the Company at least 35 Business Days (or in the case of a meeting that Members have requested the Directors to call, 30 Business Days) before the meeting.

15.4 No membership qualification

A Director is not required to be a Member.

15.5 Vacation of office

In addition to the circumstances in which the office of a Director becomes vacant:

- (a) under the Corporations Act;
- (b) because of a resolution under clause 15.2(b); or
- (c) under clause 15.3

the office of a Director becomes vacant if the Director:

- (d) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (e) is prohibited from being a Director by reason of any order made under the Corporations Act;
- (f) becomes physically or mentally incapable of performing the Director's duties and the Board resolves that his or her office be vacated for that reason;
- (g) resigns by written notice to the Company;
- (h) dies;
- (i) is absent from Directors' meetings (without appointing an Alternate Director), without the consent of the other Directors for a period of more than 6 months and the Board resolves that his or her office be vacated for that reason; or
- (j) without the prior or subsequent consent of the other Directors, is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the Director's interest as required by the Corporations Act.

15.6 Remuneration

- (a) No payment will be made to any Director of the Company other than a payment allowed under clause 5(b).
- (b) Clause 15.6(a) does not apply to the remuneration of the Managing Director and any other executive Directors. Remuneration payable by the Company and any entity under its control to the Managing Director and any other executive Directors will be calculated on a commercial basis and fixed by the Board from time to time but must not be a commission on, or percentage of, profits or operating revenue.

15.7 Interested Directors

- (a) A Director:
 - (i) Subject to clause 5, may hold another position (except as Auditor) in the Company or any related body corporate in conjunction with his or her directorship and may be appointed to that position on terms as to remuneration, tenure and otherwise that the Directors think fit.
 - (ii) may be or become a Director or other officer of, or otherwise interested in, any related body corporate or other body corporate promoted by the Company or in which the Company is interested as a shareholder or otherwise; and
 - (iii) is not accountable to the Company for any remuneration or other benefits he or she receives as a Director or officer of, or from having an interest in, that body corporate
- (b) The Directors may exercise the voting rights conferred by shares in any body corporate held or owned by the Company in the manner in all respects that they think fit.
- (c) A Director is not disqualified, merely because he or she is a Director, from contracting with the Company in any respect including, but not limited to:
 - (i) selling property to, or purchasing property from, the Company;
 - (ii) lending money to the Company with or without interest or security;
 - (iii) guaranteeing the repayment of money borrowed by the Company for a commission or profit;
 - (iv) underwriting or guaranteeing the subscription for securities in any related body corporate or other body corporate promoted by the Company or in which the Company is interested as a shareholder or otherwise, for a commission or profit; or
 - (v) being employed by the Company or acting in any professional or technical capacity (except as Auditor) on behalf of the Company.
- (d) The Directors may exercise the voting rights conferred by shares in any body corporate held or owned by the Company in the manner in all respects that they think fit.
- (e) A contract made by a Director with the Company and a contract or arrangement entered into by or on behalf of the Company in which any Director may be in any

way interested is not avoided or rendered voidable merely because the Director holds office as a Director or because of the fiduciary obligations arising out of that office.

- (f) Unless section 195 of the Corporations Act permits, a Director who has a material personal interest in a matter that is being considered at a Directors' meeting must not:
 - (i) be present while the matter is being considered at the meeting; or
 - (ii) vote on the matter.
- (g) The Directors may make regulations requiring the disclosure of interests that a Director, and any person considered by the Directors as related to or associated with the Director, may have in any matter concerning the Company or a related body corporate. Any regulations made under this Constitution bind all Directors.

16. Powers and duties of Directors

16.1 General management power

Subject to the Corporations Act, this Constitution and any resolution of the Company, the Board:

- (a) will manage the business of the Company;
- (b) may exercise all such powers of the Company that are not, by the Corporations Act or this Constitution, required to be exercised by the Company in general meeting; and
- (c) may pay all expenses incurred in promoting and forming the Company.

16.2 Specific powers of Directors

Without limiting the generality of clause 16.1, the Directors may exercise all the powers of the Company to create by-laws, to borrow or raise money, to charge any property or business of the Company or give any other security for a debt, liability or obligation of the Company or of any other person.

16.3 Attorneys

- (a) The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
- (b) Any such power of attorney may contain provisions for the protection and convenience of persons dealing with the attorney and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

16.4 Signing of cheques

The Directors may determine the manner in which and persons by whom cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable instruments, and receipts for money paid to the Company, may be signed, drawn, accepted, endorsed or otherwise executed.

16.5 Committees

The Directors may delegate (and revoke the delegation of) any of their powers, other than powers required by law to be dealt with by the Directors as a board, to a committee or committees consisting of one or more of their number as they think fit.

16.6 Powers delegated to committees

- (a) A committee to which any powers have been delegated under clause 16.5 must exercise those powers in accordance with any directions of the Directors.
- (b) The effect of the committee exercising a power in this way is the same as if it had been exercised by the Directors.

17. Managing Director

17.1 Power to appoint Managing Director

- (a) The Directors may appoint a Director to the office of Managing Director for the period and on the terms they think fit, including the grant of power for the Managing Director to delegate all or part of his or her authorities to another Director during any temporary absence. Subject to the terms of any agreement entered into in a particular case, the Directors may at any time revoke any appointment of a Managing Director.
- (b) The Managing Director's appointment automatically terminates if the Managing Director ceases for any reason to be a Director.
- (c) Subject to clause 17.1(a), the provisions of clause 15.3 do not apply to a Managing Director.

17.2 Delegation of powers to Managing Director

- (a) The Directors may, on the terms and conditions and with any restrictions as they think fit, confer on the Managing Director any of the powers exercisable by them.
- (b) Any powers so conferred may be concurrent with the powers of the Directors.
- (c) The Directors may at any time withdraw or vary any of powers conferred on the Managing Director under clause 17.2(a).

18. Proceedings of Directors

18.1 Calling and holding Directors' meetings

- (a) A Director may at any time call a Directors' meeting by giving reasonable notice to each other Director.
- (b) The Directors may adjourn and otherwise regulate their meetings as they think fit.

18.2 Right of advisers to attend general meeting

Any person required by the Directors to attend any Board meeting is entitled to be present and, at the request of the Chairperson, to speak at that Board meeting.

18.3 Questions decided by majority

- (a) Subject to this Constitution, a question arising at a meeting of Directors must be passed by a majority of the votes of Directors present and entitled to vote, and that decision is for all purposes a decision of the Directors.
- (b) In case of an equality of votes, the Chairperson, in addition to his or her deliberative vote (if any), has a casting vote.

18.4 Chairperson

- (a) Subject to clause 18.4(b), the Chairperson will chair meetings of Directors.
- (b) Where a meeting of the Directors is held and the Chairperson declines to act as chair of the meeting or is not present within 15 minutes after the time appointed for the holding of the meeting, the Directors present must elect one of their number to chair the meeting.

18.5 Quorum

- (a) At a meeting of Directors properly convened, the number of Directors whose presence is necessary to constitute a quorum is 3.
- (b) If the office of a Director becomes vacant, the remaining Directors may act but, if the total number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, the Directors may act only for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum or for the purpose of convening a general meeting of the Company.

18.6 Alternate Directors

- (a) With the other Directors' prior written approval, a Director (**Appointing Director**) may appoint an Alternate Director to exercise some or all of the Appointing Director's powers either indefinitely or for a specified period. An Alternate Director need not be a Director or Member.
- (b) The appointment, or the termination or suspension of an appointment, of an Alternate Director must be in writing signed by the Appointing Director and a copy given to the Company.
- (c) An Alternate Director:
 - (i) is entitled to notice of each Directors' meeting and if the Appointing Director is not present at any such meeting, the Alternate Director may attend and vote at that meeting in the Appointing Director's place; and
 - (ii) is otherwise entitled to exercise all the powers of the Appointing Director in the Appointing Director's place (unless the appointment was limited to some only of the Appointing Director's powers, in which case the Alternate Director may only exercise those powers).
- (d) When an Alternate Director exercises the Appointing Director's powers, the exercise of the powers is just as effective as if the powers were exercised by the Appointing Director.

- (e) An Alternate Director is responsible to the Company for his or her own acts and defaults as if the Alternate Director was an ordinary Director and is not deemed to be an agent of the appointing Director.
- (f) Where the Alternate Director is another Director, that Director is entitled to cast a deliberative vote on the Director's own account and on account of each Appointing Director by whom the Director has been appointed as an Alternate Director.
- (g) Except for reimbursement of expenses in accordance with clause 5(b), an Alternate Director is not entitled to receive additional remuneration for acting as Alternate Director, except to the extent that the Directors otherwise determine. Any additional remuneration that is paid to an Alternate Director must be deducted from the remuneration of the Appointing Director.
- (h) An Alternate Director is not taken into account in determining the number of Directors or rotation of Directors.
- (i) A Director may attend and vote by proxy at any meeting of the Directors provided that such proxy is a Director and has been appointed in writing signed by the Appointing Director. Such appointment may be general or for any particular meeting or meetings.
- (j) In any case, the appointment of an Alternate Director automatically terminates when the Appointing Director ceases to hold office as Director.

18.7 Minutes

- (a) The Directors must cause minutes to be made of:
 - (i) proceedings and resolutions of general meetings of the Members and resolutions passed by Members without a meeting;
 - (ii) all appointments of Directors, Alternate Directors and officers;
 - (iii) the names of the Directors present at each meeting of the Directors;
 - (iv) all orders made by the Directors;
 - (v) all declarations made or notices given by any Director (either generally or specifically) of his or her interest in any contract or proposed contract or of his or her holding of any office or property whereby any conflict of duty or interest may arise; and
 - (vi) all resolutions and proceedings of meetings of Directors,and retain the minutes in a minute book for a period of at least 10 years or such other period as may be required under the Corporations Act.
- (b) The Company must ensure that minutes are signed within a reasonable time after the date of the meeting or of the resolution being passed by:
 - (i) the Chairperson of the meeting; or
 - (ii) the Chairperson of the next meeting; or
 - (iii) in the case of a resolution without a meeting, a Director.

- (c) In the absence of evidence to the contrary, contents of the minute book that is recorded and signed in accordance with this clause 18.7 is evidence of the matters shown in the minute.

18.8 Meetings of committees

- (a) Where the Directors delegate their powers to one or more committees pursuant to clause 16.5, those committees must hold their meetings in accordance with this clause 18.8.
- (b) The members of a committee may elect one of their number as Chairperson of their meetings.
- (c) Where a meeting of a committee is held and:
 - (i) a Chairperson has not already been elected to chair that meeting under clause 18.8(b); or
 - (ii) the previously elected Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act,
 the Members Present may elect one of their number to be Chairperson of the meeting.
- (d) A committee may meet and adjourn as it thinks fit unless otherwise directed by the Directors.
- (e) Questions arising at a meeting of a committee must be determined by a majority of votes of the members of the committee present and voting.
- (f) In the case of an equality of votes, the Chairperson has a casting vote, in addition to any vote the Chairperson has in the Chairperson's capacity as a member of the committee (if any).

18.9 Circulating resolutions

- (a) The Directors (including a committee of Directors) may pass a resolution without a meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Identical copies of the document may be distributed for signing by different Directors and taken together will constitute one and the same document.
- (c) The resolution is passed when the last Director signs the document.

18.10 Telephone and other meetings

Without limiting the power of the Directors to regulate their meetings as they think fit, a meeting of Directors or a committee of Directors may be held by telephone or other form of communication where one or more of the Directors are not physically present at the meeting, provided that:

- (a) all Director's consent to the calling and the holding of the meeting by means of telephone or other form of communication;

- (b) all Directors participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously by means of the agreed form of communication;
- (c) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed on or laid down from time to time by the Directors and such notice does not specify that Directors are required to be present in person;
- (d) in the event that a failure in communications prevents clause 18.10(b) from being satisfied by that number of Directors which constitutes a quorum, then the meeting will be suspended until clause 18.10(b) is satisfied again. If clause 18.10(b) is not satisfied within 15 minutes from the time the meeting was interrupted, the meeting will be deemed to have terminated; and
- (e) any meeting held where one or more of the Directors are not physically present will be deemed to be held at the location specified in the notice of meeting provided a Director is present at that location. If no Director is present at the location specified, the meeting will be deemed to be held at the location where the Chairperson of the meeting is located.

18.11 Defects in appointment

- (a) All acts done by any meeting of the Directors, committee of Directors, or person acting as a Director are as valid as if each person was duly appointed and qualified to be a Director or a member of the committee.
- (b) Clause 18.11(a) applies even if it is afterwards discovered that there was some defect in the appointment of a person to be a Director or a member of a committee or to act as a Director or that a person so appointed was disqualified.

19. Secretary

- (a) The Company must have at least 1 Secretary ordinarily resident in Australia.
- (b) A Secretary of the Company holds office on such terms and conditions, as to remuneration and otherwise, as the Directors determine.

20. Execution of documents

The Company will not have a common seal.

21. Audit and accounts

21.1 Company must keep accounts

- (a) The Company must keep accounts in accordance with the requirements of the Corporations Act or the ACNC Act (as applicable).
- (b) The Company must allow the Directors and the Auditor to inspect those accounts at all reasonable times.

21.2 Audit

If required by the Corporations Act or ACNC Act (as applicable), the Board must cause the Company's financial report for each financial year to be audited and obtain an Auditor's report.

21.3 Financial reporting

The Board must cause the Company to comply with all financial reporting obligations imposed on it under the Corporations Act or ACNC Act (as applicable).

22. Inspection of records

- (a) Subject to the Corporations Act or the ACNC Act (as applicable), the Directors must determine whether and on what terms the accounting records and other documents of the Company or any of them will be open to the inspection of Members other than Directors.
- (b) A Member other than a Director does not have the right to inspect any document of the Company except as provided by the Corporations Act or ACNC Act (as applicable), or otherwise as authorised by the Directors or by the Company in general meeting.

23. Winding up

If upon the winding up or dissolution of the Company, there remains after satisfaction of all its debts and liabilities any property whatsoever, the same will not be paid to or distributed among the Members of the Company but will be given or transferred to some other institution or institutions, organisation or organisations having objects similar to the objects of the Company, which is not carried on for the purpose of profit or gain of its individual members.

24. Indemnity

24.1 Interpretation

In this clause 24:

- (a) **proceedings** means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act in their capacity as an officer of the Company (including proceedings alleging that they were guilty of negligence, default, breach of trust or breach of duty in relation to the Company); and
- (b) **officer** has the meaning given to that term in section 9 of the Corporations Act.

24.2 Scope of indemnity

In addition to any other indemnity provided to an officer of the Company in accordance with the Corporations Act, and to the extent permitted by the Corporations Act:

- (a) every officer of the Company will be indemnified out of the assets of the Company against any liability incurred by them in relation to the execution of their office;
- (b) no officer of the Company is liable for any loss or damage incurred by the Company in relation to the execution of his or her office;
- (c) every officer of the Company will be indemnified out of the assets of the Company against any liability which he or she incurs:
 - (i) in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the officer or in which the officer is acquitted;

- (ii) in connection with any application, in relation to any such proceedings, in which relief is granted under the Corporations Act to the officer by the Court; and
- (d) every officer of the Company will be indemnified out of the assets of the Company against any liability to another person (other than the Company or a related body corporate of the Company) where the liability is incurred by the officer in their capacity as an officer of the Company, provided that this indemnity will not apply where the liability arises out of conduct involving a lack of good faith.

24.3 Insurance

- (a) In addition to the payment of any other insurance premium by the Company in accordance with the Corporations Act, and to the extent permitted by the Corporations Act, the Directors may authorise the Company to enter into and pay the premium in respect of a contract insuring an officer of the Company against a liability:
 - (b) incurred by the officer of the Company in his or her capacity as officer, provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of sections 182 or 183 of the Corporations Act; or
 - (c) for costs and expenses incurred by that officer of the Company in defending proceedings, whatever their outcome

25. By-laws

- (a) The Company may adopt any by-laws, standing orders or constitutional rules as may be passed from time to time at any general meeting of the Company or by the Board with respect to any matter that is necessary or convenient for the carrying out of this Constitution.
- (b) All by-laws made and in force from time to time are binding on the Members.

26. Notices

26.1 How notice to be given

- (a) A Member may, by written notice to the Secretary left at or sent to the Office, require that all notices to be given by the Company or the Directors be served on the Member's representative at an address specified in the notice.
- (b) A notice may be given by the Company to any Member by:
 - (i) serving it on the Member personally;
 - (ii) properly addressing, prepaying and posting the notice to the Member or leaving it at the Member's address as shown in the Register or the address supplied by the Member to the Company for the giving of notices;
 - (iii) serving it in any manner contemplated in this clause 26.1 on a Member's Representative, where the Member has given a notice given under clause 26.1(a) requiring that all notices to be given to the Member be given to its Representative;
 - (iv) facsimile transmission to the facsimile number supplied by the Member to the Company for the giving of notices;

- (v) sending it by email to an email address nominated by the Member;
- (vi) sending it via any other electronic means permitted by the Corporations Act and nominated by the Member for the giving of notices, including providing an electronic link to the notice; or
- (vii) giving it by any other means permitted or contemplated by this clause 26 or the Corporations Act.

26.2 When notice is given

A notice is deemed to be given by the Company and received by the Member:

- (a) if delivered in person, when delivered to the Member;
- (b) if posted, on the day after the date of posting to the Member, whether delivered or not;
- (c) if sent by facsimile transmission, on the day after the date of its transmission; or
- (d) if sent by email or other electronic means, on the day after the date of its transmission,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am (addressee's time) on the next Business Day.

26.3 Notice of general meeting

- (a) Notice of every general meeting must be given in the manner authorised by clause 26.1:
 - (i) to every Member and Director; and
 - (ii) to any Auditor of the Company.
- (b) No other person is entitled to receive notice of general meeting.

26.4 No notice if no valid address

If:

- (a) any Member has not provided to the Office an address for registration in the Register; or
- (b) the Company believes that a Member is not known at the address registered in the Register,
- (c) unless and until the Member provides a valid address to the Office, all notices to be sent to that Member are taken to be given to the Member if the notice is displayed at the Company's Office for 48 hours, and are taken to be served at the commencement of that period.

27. Variation or amendment of Constitution

- (a) Subject to clauses 27(b) and 27(c), this Constitution may be varied or amended from time to time in accordance with the Corporations Act.

- (b) The Company must not pass a Special Resolution amending this Constitution if, as a result, the company will cease to be a charity or will have its deductible gift recipient status revoked by the Australian Taxation Office.
- (c) A Special Resolution making a material alteration to, or materially affecting, clauses 3, 5, 9, 23, or this clause 27, except an alteration necessary to enable the Company to comply with its obligations under the legislation of any state or territory of Australia or the Commonwealth of Australia, has no effect unless approved in writing by a Deputy Commissioner of Taxation.

Schedule 1: Initial Members and Directors

1. Initial Members

- (a) Stephen Andrews
- (b) John Lewin
- (c) Fiona Elisabeth Duffield
- (d) Gavin Miles

2. Initial Directors

- (a) Stephen Andrews
- (b) Earnest John Lewin
- (c) Fiona Elisabeth Duffield
- (d) Gavin Miles