



Australia PV Institute Limited

A company limited by guarantee

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Constitution
of
Australian PV Institute Limited
ACN 167 329 802

A Company Limited by Guarantee under the Act

Operative provisions

1 Preliminary

Definitions

1.1 In this Constitution, unless the context otherwise requires:

\$ means Australian dollars.

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

Board means the Directors acting as a Board of Directors.

Company means Australian PV Institute Limited ACN **167 329 802**.

Constitution means the Constitution of the Company for the time being in force.

Directors means the directors of the Company from time to time.

Environment Minister means the Minister administering section 1 of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

Environmental Register means the Register of Environmental Organisations kept by the Department.

Executive Committee means the office bearers listed in clause 15.1.

Financial Year has the same meaning as in the Act.

Member means a person who is granted Membership in the Company in accordance with this Constitution, and is entered in the Membership Register as a Member.

Membership means membership of the Company and, for clarity, includes (without limitation) Industry Members, Government Members, Research Members, Individual Members, Student Members and any other Member category established by the Board.

Membership Register means the register of Members to be kept pursuant to the Act.

Month means a calendar month.

Office means the registered office for the time being of the Company.

Officer has the meaning given to “officer of a corporation” in section 9 of the Act.

Ordinary Resolution means a resolution of the Members passed by a simple majority of the votes cast by Voting Members.

Principal Purposes means the purposes of the Company set out in clause 1.7.

Related Body Corporate has the same meaning as in the Act.

Replaceable Rules means the provisions of the Act which would but for this Constitution apply as replaceable rules under section 141 of the Act.

Seal means the common seal of the Company (if the Board resolves to adopt a common seal) or, where appropriate, the duplicate seal or the official seal.

Secretary means a person appointed as secretary of the Company from time to time.

Special Resolution means a resolution of Members passed by at least 75% of the votes cast by Voting Members, unless otherwise required by the Act or this Constitution.

Subscription means an annual subscription fee or a Special Purpose Subscription.

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

Voting Members means any class of Member which holds voting rights under this Constitution.

The Act definitions

- 1.2 In this Constitution, unless the context otherwise requires, if an expression is defined in, or given a meaning for the purposes of the Act, that expression has the same definition or meaning in this Constitution to the extent that it relates to the same matter for which it is defined or given a meaning in the Act.

Replaceable rules not to apply

- 1.3 To the full extent permitted by the Act, those provisions of the Act which apply as replaceable rules are displaced by this Constitution in relation to the Company and are replaced by the terms of this Constitution.

Constitution subject to the Act

- 1.4 This Constitution is subject to the Act. Where there is any inconsistency between a clause of this Constitution and the Act, the Act prevails to the extent of the inconsistency.

Interpretation

- 1.5 In this Constitution, unless the context otherwise requires:
- (a) a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) a gender includes every gender;
 - (iii) the Act, any section, regulation or schedule of the Act or any other legislation is a reference to that law as amended, consolidated, supplemented or replaced;
 - (iv) **in writing** or **written** includes printing, lithography, photography and other means of representing or reproducing words in a visible form;

- (v) any person includes a reference to any individual, company, body corporate, association, partnership, firm, joint venture, trust or government agency;
- (vi) a person includes the person's successors and legal personal representatives;
- (vii) a body (including an institute, association, authority or government agency) whether statutory or not:
 - (A) which ceases to exist; or
 - (B) whose powers are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

- (b) the words *including* or *includes* means *including but not limited to* or *including without limitation*;
- (c) if a period occurs from, after, until or before a day of an act or event, it excludes that day; and
- (d) headings are for convenience only and must be ignored in interpreting this Constitution.

Nature of the Company

1.6 The Company is:

- (a) A public company limited by guarantee under the Act;
- (b) Established solely for the purposes referenced in Clause 1.7;
- (c) Will apply its profits or other income to promotion the Purposes;
- (d) Is not established for the profit or gain of its Members.

Principal Purposes

1.7 The Principal Purposes of the Company include:

- a) Supporting the transition and market transformation towards self-sustained photovoltaics (PV) markets;
- b) Defining regulatory and policy parameters for long-term sustainable and cost-effective PV markets to operate.
- c) Providing an impartial and reliable source of information on PV trends, markets, costs, policy, industry and energy services for successful implementation and high penetration;
- d) Carrying out collaborative activities related to PV;
- e) Providing a recognised, high-quality reference network of expertise for information exchange and analysis concerning the most relevant technical and non-technical issues towards sustainable large-scale deployment of PV;
- f) Developing meaningful guidelines and practices for state-of-the-art PV applications to meet the needs of users;

- g) Advancing the understanding and solutions for integration of PV power systems in utility distribution grids;
- h) Assessing and sharing experience on new business approaches and business models for different PV market sectors;

Income and property

- 1.8 Subject to clause 1.10, the income and property of the Company, wherever derived will be applied solely towards promoting the Principal Purposes and no portion may be distributed, paid or transferred (whether directly or indirectly and whether by way of dividend, bonus or by way of profit) to the Members, Directors or any other beneficiaries.
- 1.9 Any allocation of funds or property to other persons or organisations will be made in accordance with the Principal Purposes.
- 1.10 Clause 1.8 does not prevent the payment in good faith of reasonable and proper:
- (a) remuneration to any Officer or employee of the Company, in return for services actually rendered to the Company, subject at all times to clause 17.7;
 - (b) payment for goods and services supplied in the ordinary and usual course of business, including charges for goods hired by the Company from a Member;
 - (c) remuneration to any Director in return for any professional services actually rendered to the Company pursuant to the terms of a contract, subject at all times to clause 17.7;
 - (d) reimbursement of out-of-pocket expenses to any of the Directors, Officers or servants of the Company or to any member of the Company for expenses incurred in the conduct of services rendered to the Company where the payments do not exceed the amount previously approved by the Board. Receipts for all expenses incurred must be supplied to the Company for any entitlement to reimbursement to arise;
 - (e) reasonable and proper payments to any of the Officers or servants of the Company or to any member of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual way of business, provided payments do not exceed amounts previously approved by the Board;
 - (f) interest on any money borrowed from any member of the Company at a rate not exceeding commercial market rates of interest for money lent by trading banks from time to time: and
 - (g) reasonable and proper rent for premises let to the Company by any member of the Company,

where approved by the Board in accordance with the terms of this Constitution.

2 Membership

Number of Members

- 2.1 The minimum number of Members is one each from three different classes of Membership as defined in Clause 2.3.

2.2 The maximum number of Members of the Company is unlimited.

Classes of Membership

2.3 The Membership will consist of:

- (a) Industry Members;
- (b) Government Members;
- (c) Research Members;
- (d) Individual Members;
- (e) Student Members; and
- (f) any other class of Membership determined by the Board from time to time.

Application for Membership

2.4 Every applicant for Membership must:

- (a) be an individual, partnership, corporation or organisation that:
 - (i) is interested in and agrees to support the Principal Purposes of the Company;
 - (ii) agrees to abide by this Constitution as amended from time to time; and
 - (iii) meets any additional criteria established for Membership in the Company as may be adopted by the Board;
- (b) sign an application for Membership in the form prescribed by the Directors at that time; and
- (c) as a condition of admission, pay the Membership fee (if any) and/or any Subscription prescribed by the Board from time to time for the relevant category of Membership.

Entry of applicant's name into the Membership Register

2.5 The Secretary or Treasurer will, upon payment of the amounts referred to in clause 2.4, enter the applicant's name in the Membership Register and, upon the name being so entered, the applicant becomes a Member.

Membership rights

2.6 A right, privilege, or obligation of an individual, partnership, corporation or organisation by reason of their Membership:

- (a) is not capable of being transferred or transmitted to another individual, partnership, corporation or organisation; and
- (b) terminates upon the cessation of Membership (except as otherwise provided in this Constitution).

Rights and privileges of Membership

2.7 Without limiting any other rights conferred on Members, Members have the right to receive notice of, attend and vote at any general meeting of the Company;

2.8 Each Member will be entitled to one vote, regardless of Membership category.

Subscriptions

- 2.9 The Subscriptions payable by Members of the Company may be prescribed by the Board from time to time in accordance with the following process:
- (a) if the Directors, in their absolute discretion, decide that Subscriptions should be payable by Members, the Directors will recommend to the Members that such Subscription should be payable by Members, and the relevant Subscription amounts proposed to be paid by Members;
 - (b) if the Board recommend that a Subscription should be payable by Members, the Members may, in their absolute discretion, approve or disapprove the payment of such Subscription recommended by the Board. In no case will the Members be required to give any reason for the approval or disapproval of the payment of such Subscription; and
 - (c) for the avoidance of doubt, the approval or disapproval of all Membership Subscription is a matter to be determined by the Voting Members in a general meeting.
- 2.10 All annual subscription fees will become due on the first day of January every year and payable within one month of the invoice being issued.
- 2.11 Without limiting clause 2.9, in determining that Subscriptions should be payable by Members, the Board may recommend different subscriptions for each category of Membership and different subscriptions within a particular category based on such factors appearing to the Board to justify differential subscriptions.
- 2.12 If a Member is admitted to Membership during a financial year, a Subscription may, at the discretion of the Board, be calculated proportionately for the part of the financial year remaining in whole Months plus the Month in which the Member was admitted to Membership.

Register of Members

- 2.13 The Secretary or Treasurer will keep and maintain the Membership Register in which will be entered the full name, address and date of entry of the name of each Member and the register will be available for inspection by Members at the Office.

Resignation or expulsion of Member

- 2.14 A Member who has paid all moneys due and payable to the Company may cease their Membership by giving one Month's notice in writing to the Secretary or Treasurer. On expiration of the notice period, the Member will cease to be a Member. The Member will remain liable for any Subscription and all other moneys due by them to the Company and unpaid as at the date of resignation and for any sum for which they are liable under clause 2.21.
- 2.15 Upon the expiration of a notice given under clause 2.14, the Secretary or Treasurer will make in the Membership Register an entry recording the date on which the relevant Member ceased to be a Member.
- 2.16 Subject to the rules of the APVI, the Board may by resolution:
- (a) expel a Member; or

(b) suspend a Member from Membership for a specified period;

who has:

(c) refused or neglected to comply with this Constitution;

(d) has ceased to be eligible for admission in the class of Membership in which the Member was admitted; or

(e) engaged in conduct which is, in the determination of the Board, unbecoming a Member, prejudicial to the interests of the Company or contrary to the Principal Purposes.

2.17 If a Subscription of any Member remains unpaid for three Months after it becomes due, the Secretary will give notice to the Member of that fact. If the Subscription remains unpaid for 14 days after the date of the notice, the Board may resolve to expel the Member from membership of the Company and remove the Member's name from the Register. The Board may reinstate the Member on payment of all arrears if the Board think fit to do so.

2.18 Where the Board passes a resolution under clause 2.16 or 2.17, the Secretary will, as soon as practicable, cause to be served on the Member a notice in writing setting out the resolution of the Board and the grounds on which it is based.

Other grounds for cessation of membership

2.19 A Member's membership of the Company will automatically cease:

(a) in the case of a Member who is a natural person on the date that the Member:

(i) dies; or

(ii) becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the laws relating to mental health;

(iii) is adjudicated bankrupt or enters into a deed of arrangement or assigns his or her estate for the benefit of his or her creditors; or

(b) in the case of a Member which is a partnership, corporation or organisation on the date that:

(i) a liquidator is appointed in connection with the winding up of the Member's partnership, corporation or organisation; or

(ii) an order is made by a court for the winding-up or deregistration of the Member's partnership, corporation or organisation.

Limited Liability

2.20 The liability of the Members is limited.

Members' guarantee

2.21 If the Company is wound up, anyone who is a Member when the Company is wound up or who ceases to be a Member within one year before the Company is wound up must, on winding up, contribute to the Company's property the lesser of (a) or (b):

(a) the amount required for:

- (i) payment of the Company's debts and liabilities that were contracted before the person ceased to be a Member;
 - (ii) the costs, charges and expenses of the winding up; and
 - (iii) adjustment of the rights of contributors between themselves;
- (b) \$20.00.

3 General Meetings

Annual general meetings

3.1 Subject to the Act:

- (a) the Company must hold its first annual general meeting by the end of the calendar year of the registration of the Company; and
- (b) subsequent annual general meetings must be held at least once in every calendar year and within six months after the end of the financial year of the Company.

3.2 The annual general meeting will be specified as such in the notice convening it and the business of an annual general meeting may include:

- (a) receiving and considering the statement of financial performance, statement of financial position, the reports of the Board and of the auditors, and the statement of the Board;
- (b) electing Directors;
- (c) adopting the remuneration report;
- (d) appointing the auditor, and
- (e) fixing the remuneration of the auditor,

whether or not this is stated in the notice of meeting.

3.3 The Board may convene a general meeting of the Company whenever they think fit.

Venue and conduct of general meetings

3.4 Annual general meetings and general meetings will be held within Australia.

Deemed holding of annual general meeting

3.5 An annual general meeting is deemed to have been held if the Company has held a general meeting at which resolutions have been passed dealing with all matters required to be dealt with at an annual general meeting, but this does not affect the obligation to hold an annual general meeting as required by the Act or Clause 3.1 of this Constitution.

Members may requisition meeting or notice of motion

3.6 Voting Members may requisition the holding of a general meeting in accordance with the Act and the Board must convene a general meeting in accordance with the time limits under the Act.

3.7 Voting Members may give the Company a notice of motion requiring an issue or resolution be included as special business at a general meeting.

- (a) The notice must be delivered to the Company at least 14 days prior to the date of the general meeting;
- (b) The Company must include the notice of motion and the issue or resolution referred to as special business in the agenda for the next general meeting.

Notice of general meeting

3.8 Notice of every annual general meeting, general meeting or meeting of any class of Members must be given in the manner provided by this Constitution and the Act to the Members and those persons who are otherwise entitled under this Constitution to receive notices.

Directors entitled to notice of meeting

3.9 A Director is entitled to receive notice of and to attend all general meetings and all separate meetings of any class of Members, and is entitled to speak at those meetings.

Contents of notice of general meeting

3.10 Every notice convening a general meeting must include or be accompanied by all information required by the Act and must at least:

- (a) set out the place, the day and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner);
- (b) subject to clause 3.2, state the general nature of the business to be transacted at the meeting and any Special Resolution to be proposed;
- (c) include a statement that:
 - (i) a Voting Member entitled to attend and vote is entitled to appoint a proxy; and
 - (ii) a proxy must be a Voting Member;
- (d) be accompanied by an instrument of proxy in the form described in Clauses 6.6 and 6.7 of this Constitution or in any other form as the Board may determine or accept; and
- (e) include information about how instruments of proxy can be delivered to the Company

Omission to give notice

3.11 Except as prescribed by the Act, the accidental omission to give notice of a meeting to any Member or the non-receipt of notice of a meeting by any Member does not invalidate any of the proceedings at that meeting.

Changes to general meeting

3.12 If the Board consider that:

- (a) a general meeting has become unnecessary;
- (b) the postponement of a general meeting is in the interests of Members;
- (c) the venue for a general meeting is no longer appropriate, convenient or practical; or

- (d) a change is otherwise necessary to conduct the general meeting efficiently, the Board may:
 - (e) change the venue for the general meeting;
 - (f) cancel the general meeting;
 - (g) postpone the general meeting; and/or
 - (h) make any change they consider necessary to the efficient conduct of the general meeting.

3.13 The only business that may be transacted at a general meeting, the holding of which is postponed, is the business specified in the original notice convening the meeting.

4 Proceedings at general meeting

Member deemed to be present

- 4.1 A Member may attend a general meeting at which it is entitled to be present, and is deemed to be present, in any of the following ways:
- (a) in person;
 - (b) by attorney;
 - (c) by proxy;
 - (d) in the case of a Member which is a body corporate, by a representative appointed under section 250D of the Act.

Attorney of Member

- 4.2 Any Member may appoint an attorney to act on its behalf at all meetings of the Company or all meetings of the Company during a specified period. Before the first meeting at which the attorney acts on the Member's behalf, the power of attorney validly appointing the attorney must be deposited at the Office or at any place specified in the notice convening that meeting.

Representative of Member

- 4.3 Any Member may, with signed authorisation deposited at the Office or at any place specified in the notice convening that meeting, appoint any person to act as its representative at any meeting. That representative is then entitled to exercise the same powers as the body corporate appointing the representative could have exercised as a Member, if it were a natural person.

Quorum for general meeting

- 4.4 No business may be transacted at any general meeting unless a quorum is present at the start of the business. A quorum is the greater of:
- (a) two Voting Members who are present at the meeting and entitled to vote on a resolution at the meeting; and
 - (b) 5% of the total number of Voting Members (rounded up to the nearest whole number).

No quorum

- 4.5 If a quorum is not present within 30 minutes after the time appointed for the meeting;
- (a) any meeting convened on a requisition of Voting Members is dissolved; and
 - (b) any other meeting stands adjourned to the same day in the next week at the same time and place or to any other day, time and place as the Board may appoint by notice to the Members. If at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, then those Voting Members who are present in person are deemed to be a quorum and may transact the business for which the meeting was called.

Chair of general meeting

- 4.6 The chair of the Board, or, in the chair's absence, the deputy chair (if any) will be entitled to take the chair at every general meeting. If there is no chair, or if at any meeting the chair is not present within 30 minutes after the time appointed for holding the meeting or if the chair is unwilling to act, the Directors present may choose a chair. If the Directors do not choose a chair, the Voting Members present must choose one of the Directors to be chair, and if no Director is present or willing to take the chair, the Voting Members must choose one of the Voting Members to be chair.
- 4.7 The chair may, in the case of a conflict of interest or otherwise in their discretion, appoint someone else (who need not be a Director) to chair one or more items of business or resolutions at a general meeting. While acting as chair the appointee may exercise all of the chair's powers and discretions. The chair resumes the chair after the appointment concludes.

Powers of chair

- 4.8 The chair is responsible for the general conduct of and procedures at the general meeting.
- 4.9 The chair's decisions about general conduct and procedures is final.
- 4.10 At any general meeting, if:
- (a) the chair declares that a resolution has been carried, or carried by a particular majority, or not carried; and
 - (b) an entry to that effect is recorded in the minutes of proceedings of the Company,
- that declaration is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against that resolution.

Adjournment of general meeting

- 4.11 The chair of a general meeting may adjourn the meeting from time to time and from place to place, but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

Notice of adjourned meeting

- 4.12 If any general meeting is adjourned for more than one Month, Members of the Company must be given notice of the adjournment in the same manner in which notice was, or ought to have been, given of the original meeting.

5 Voting

Matters requiring a Special Resolution

- 5.1 Any business which under the Act requires a Special Resolution will require a Special Resolution at any general meeting.

Resolution determined by majority

- 5.2 At a general meeting all questions submitted to the meeting will be decided by an Ordinary Resolution except where a greater majority is required by clause 5.1, or elsewhere in this Constitution.

Casting vote of chair

- 5.3 If an equal number of votes occurs on a show of hands or on a poll, the chair has a casting vote in addition to any votes to which the chair may be entitled as a Member, proxy, attorney or representative.

Method of voting

- 5.4 Every resolution submitted to the meeting will, in the first instance, be determined by a show of hands unless, either before or on the declaration of the result of the vote on a show of hands, a poll is demanded under clause 5.5 or the Act.

Demand for poll

- 5.5 A poll may be demanded on any resolution by:
- (a) the chair; or
 - (b) at least five Voting Members who are present.

Conducting a poll

- 5.6 The chair will decide in each case the manner and the date and time in which a poll is taken.
- 5.7 The chair will determine any dispute about admitting or rejecting a vote and that determination, made in good faith, will be final and conclusive.

Votes

- 5.8 On a show of hands and on a poll every person present as a Voting Member or as a duly authorised representative, proxy or attorney of a Voting Member will have one vote whether present in person or by proxy, attorney or representative.
- 5.9 A Member is not entitled to attend or vote at a general meeting unless all sums presently payable by that Member in respect of that Member's membership in the Company (including all Subscriptions) have been paid.

Objections to qualification to vote

- 5.10 An objection may be raised to the qualification of a Voting Member only at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- 5.11 Any such objection will be resolved by the chair of the meeting, whose decision is final.
- 5.12 A vote not disallowed pursuant to an objection is valid for all purposes.

Attorney of Voting Member

- 5.13 Any Voting Member may appoint an attorney to act on the Voting Member's behalf at all meetings of the Company or all meetings of the Company during a specified period. Before the first meeting at which the attorney acts on the Voting Member's behalf, the relevant power of attorney must be deposited at the Office or at any place specified in the notice convening that meeting. At the first meeting and at any subsequent meeting to which the power of attorney may relate, the attorney must hand to the chair of the meeting a properly executed declaration of non-revocation of the power of attorney.

6 Proxies

Instrument appointing proxy

- 6.1 A proxy must be a Member.
- 6.2 The instrument appointing a proxy must be in writing signed by the Voting Member or by the Voting Member's attorney properly authorised in writing, or, if the Voting Member is a body corporate, by its corporate representative or at least two of its Officers.

Validity of appointment

- 6.3 The instrument appointing a proxy and the original power of attorney (if any) under which it is signed or a certified copy of the power of attorney must be received by the Company at least 48 hours before the time for holding the meeting either by delivery to the Office, by facsimile received at a fax number at the Office or otherwise by any other means permissible under section 250B(3) of the Act.
- 6.4 An instrument appointing a proxy will only be valid for 12 Months from the date of its execution unless it states that it is valid for all meetings until revoked, except that any instrument may be used at any adjournment of the meeting for which it was originally intended.

Validity of vote given in accordance with proxy

- 6.5 Unless the Company has received written notice of the matter before the start or resumption of the Members' meeting at which a proxy or an attorney votes, a vote cast by the proxy or attorney will be valid even if, before the proxy or attorney voted, the Voting Member:
- (a) dies;
 - (b) is mentally incapacitated;
 - (c) revokes the proxy's or attorney's appointment; or
 - (d) revokes the authority under which the proxy was appointed by a third party.

Form of proxy

- 6.6 Every instrument of proxy must specify the Voting Member's name and address, the Company's name, the proxy's name or the name of the office held by the proxy and the meetings at which the proxy may be used, and must otherwise comply with the provisions of section 250A of the Act.

- 6.7 The instrument of proxy may be worded so that a proxy is directed to vote either for or against each of the resolutions to be proposed. Any instrument of proxy deposited in accordance with this Constitution in which the name of the appointee is not filled will be deemed to be given in favour of the chair of the meeting to which it relates. The instrument of proxy may specify the proportion or number of votes that the proxy may exercise.
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7 Resolutions without meetings

Where only one Member

- 7.1 Where the Company has only one Member, any resolution may be passed without a general meeting being held if that Member (or being a corporation, its duly authorised representative or attorney) records the resolution and signs the record.
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8 Directors

Role of Directors

- 8.1 The Company will be managed by the Board in accordance with the powers and duties set out in clause 13.
- 8.2 The Executive Committee will manage the affairs of the Company on behalf of the Board in between Board meetings.

Number of Directors

- 8.3 The number of Directors must not be less than three nor more than five. The Directors have the power at any time to increase the number of Directors.

Residence of Directors

- 8.4 At least two of the directors must be natural persons who ordinarily reside within Australia.

Consent to act as Director

- 8.5 Before being appointed as a Director a person must give the Company a signed consent to act as Director, which must be retained by the Company.

Member qualification

- 8.6 Subject to clause 8.8, a Director must be a Member or, where that Member is a body corporate, partnership or organisation, a representative appointed by that body corporate, partnership or organisation.

Election of Directors by Company

- 8.7 Directors must be elected by Ordinary Resolution.

Directors may fill casual vacancies or appoint additional Directors

- 8.8 Despite clause 8.7, the Directors have power at any time and from time to time to appoint any other person as a Director either to fill a casual vacancy or as an addition to the Board provided that the total number of Directors must not at any time exceed the maximum number

for the time being fixed by or under this Constitution. A Director appointed under this clause 8.8 need not be a Member or a representative appointed by a Member.

- 8.9 Any Director, except a Chief Executive Officer appointed under clause 17.1, must retire from office at, and will be eligible for re-election at, the annual general meeting following two years of that Director's appointment.

Eligibility for election as a Director

- 8.10 Except where a Director retires from the Board under this Constitution, a person is only eligible for appointment as a Director by Ordinary Resolution, where he or she complies with the nomination provisions set out in clause 9.

Auditor cannot be Director

- 8.11 No auditor of the Company or partner or employee or employer of an auditor can be appointed as a Director or an alternate Director of the Company.

9 Nomination for election as Director

- 9.1 Not less than 30 days prior to the next annual general meeting of the Company, the Board must notify each Member in writing of:
- (a) the number of vacancies on the Board (if any); and
 - (b) the process for seeking nominations of candidates for election as a Director.
- 9.2 Subject to clause 8.6, each candidate for election as a Director must:
- (a) have been a Member (or a representative of such a Member) for at least six months prior to the date of nomination;
 - (b) be nominated by the Board; or
 - (c) be nominated by a Member.
- 9.3 No Member may nominate more than two individuals as candidates.
- 9.4 If a person has served three consecutive terms as a Director then he or she is ineligible to be nominated for re-election.
- 9.5 A nomination of a candidate for election as a Director must:
- (a) be in writing;
 - (b) be signed by the candidate and include a consent to act as a Director signed by the person nominated for election as a Director;
 - (c) if nominated by a Member, be signed by that nominating Member;
 - (d) set out the skills, qualifications and experience of that candidate which would assist the Company to pursue the Principal Purposes;
 - (e) include any other information prescribed by the Board from time to time; and
 - (f) be received at the Office not later than 5pm on the day which is 15 days prior to the relevant annual general meeting at which the candidate seeks election as a Director.

10 Election procedure of Directors

- 10.1 If there are fewer candidates nominated in accordance with clause 9 than there are vacancies on the Board, each candidate will be eligible for election as a Director at the annual general meeting in accordance with clause 8.7.
- 10.2 If the number of candidates nominated in accordance with clause 9 exceeds the number of vacancies on the Board, a ballot must be conducted at the annual general meeting to determine which candidates will be eligible for election as a Director at that annual general meeting in accordance with clause 8.7.
- 10.3 A list of the names of the candidates for:
- (a) election as a Director, where clause 10.1 applies; or
 - (b) the conduct of a ballot, where clause 10.2 applies,
- must be sent to Members with the notice of general meeting. The notice of meeting must set out the candidates in alphabetical order together with the nominating Members' names, a candidate profile and vision statement in relation to the future direction of the Company, in respect of each candidate.
- 10.4 If a ballot is conducted in accordance with clause 10.2, at that annual general meeting:
- (a) each Voting Member may vote for such number of candidates as are equal to the number of vacancies on the Board;
 - (b) the chair must adjourn the annual general meeting to allow the Company to count the votes in the ballot; and
 - (c) the candidate(s) receiving the greatest number of votes cast in his or her favour must be declared by the chair of the meeting to be eligible for election as a Director at that annual general meeting, in accordance with clause 8.7.
- 10.5 If an equality of votes in a ballot would otherwise prevent a successful candidate from being eligible for election as a Director, the chair, prior to the declaration of the result of the ballot, in addition to his or her deliberative vote (if any) is entitled to a casting vote, except that if the chair:
- (a) does not exercise a casting vote; or
 - (b) is one of the candidates who received the same number of votes,
- then the names of the candidates who received the same number of votes must be put to a further ballot in accordance with 10.4 immediately.

11 Directors' tenure of office

Directors' tenure of office

- 11.1 Subject to clause 11.5, a Director must not hold office without re-election:
- (a) following the second annual general meeting after that Director's last appointment or re-election; or

- (b) for more than two years,
whichever is longer.

Retirement by rotation

- 11.2 Subject to clause 11.5 if no Director is required to retire at an annual general meeting under clause 11.1, then the Director to retire will be the one who has been longest in office since that Director's last election.
- 11.3 As between those who became Directors on the same day, those to retire will, unless they otherwise agree among themselves, be determined by lot.
- 11.4 A retiring Director continues to hold office as a Director throughout the meeting at which that Director retires and at any adjournment.

Chief Executive Officer

- 11.5 Clauses 11.1 to 11.5 do not apply to the Chief Executive Officer to the extent the Chief Executive Officer is a Director.

Retiring Director eligible for re-election

- 11.6 A Director who retires from office or whose office is vacated under this Constitution will be eligible for election or re-election to the Board at the meeting at which that Director retires from office.

Removal of Director by the Company

- 11.7 The Company may by Ordinary Resolution remove any Director at any time.

Vacation of office

- 11.8 The office of a Director will be automatically vacated if the Director:
- (a) is declared bankrupt;
 - (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with under the laws relating to mental health;
 - (c) is prohibited from being a Director in accordance with any of the provisions of the Act or any order made under the Act or the Director's office is vacated;
 - (d) resigns by giving the Company written notice;
 - (e) either personally or by an alternate Director, fails to attend Board meetings for a continuous period of three Months without leave of absence from the Board; or
 - (f) is an executive director under an employment or services agreement with the Company and that agreement terminates, unless the Board determines otherwise.
- 11.9 A Director whose office is vacated under paragraphs 11.8(a), 11.8(b) or 11.8(c) will not be eligible for re-election until the disability (or disabilities) referred to is (or are) removed.

12 Directors' contracts

Director not to vote on contract in which the Director has a material personal interest

- 12.1 Subject to the Act, neither a Director nor that Director's alternate may vote at any Board meeting about any contract or arrangement in which the Director has, whether directly or indirectly, a material personal interest. However, that Director may execute or otherwise act in respect of that contract or arrangement.

Directors to declare interest

- 12.2 Any Director who has a material personal interest in a matter that relates to the Company's affairs must give the other Directors notice of that interest, unless the interest is of a type referred to in section 191(2)(a) of the Act, or all of the conditions referred to in section 191(2)(c) of the Act are satisfied.
- 12.3 The Director must declare the nature and extent of the Director's interest and the relation of the interest to the Company's affairs at a Directors' meeting as soon as possible after the Director becomes aware of their interest in the matter.
- 12.4 A Director who has an interest in a matter may give a standing notice to the other Directors of the nature and extent of that Director's interest in the matter in accordance with section 192 of the Act.

Directors to declare potential conflicts

- 12.5 Any Director who holds any office or possesses any property in circumstances where the holding or possession might, either directly or indirectly, create conflicting duties or interests with those duties or interests that the Director has in his or her capacity as a Director, must declare the fact of holding that office or possessing that property, and the nature and extent of any conflict, at the first Directors' meeting held after he or she becomes a Director or (if already a Director) at the first Director's meeting held after he or she becomes aware of the relevant facts which give rise to the conflict.

Secretary to record declarations of Directors

- 12.6 The Secretary must record in the minutes of the meeting any declarations made or notices given by a Director under this Constitution.

13 Powers of Directors

Powers of Directors

- 13.1 Subject to the Act and to any provision of this Constitution, the Directors will manage or cause the management of the business of the Company. The Directors may pay, or cause to be paid, all expenses incurred in promoting and forming the Company and may exercise, or cause to be exercised, all powers of the Company that are not, by the Act or by this Constitution, required to be exercised by the Company in general meeting.

Powers to borrow or raise money

- 13.2 Without limiting the generality of clause 13.1, the Directors may from time to time at their discretion borrow or raise any sum or sums of money or obtain other financial accommodation for Company purposes, and may grant security for the repayment of that sum or sums or the

payment, performance or fulfilment of any debts, liabilities, contracts or obligations incurred or undertaken by the Company in any manner and on any terms and conditions as they think fit.

Directors may vote shares in other corporations

13.3 Subject to the Act, the Directors may exercise the voting power conferred by the shares in any corporation held by the Company in any manner they think fit, including in circumstances where a Director may be interested in the exercise, such as an exercise in favour of any resolution appointing a Director as an Officer of a corporation or voting or providing for the payment of remuneration to Officers of the other corporation.

Agent or attorney

13.4 The Directors may at any time appoint any person or persons to be a Company agent or attorney for any purpose and with any powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for any period and subject to any conditions as the Directors think fit.

13.5 Any appointment may be made in favour of:

- (a) any company;
- (b) the members, directors, nominees or managers of any company or firm; or
- (c) any fluctuating body of persons (whether nominated by the Directors or otherwise).

13.6 Any document appointing an agent or power of attorney may provide for the protection or convenience of the agent or attorney and of persons dealing with the agent or attorney as the Directors may think fit.

Sub-delegation of powers

13.7 The Directors may authorise any agent or attorney they have appointed to sub-delegate all or any of the powers, authorities and discretions vested in them for the time being.

14 Proceedings of Directors

Board meetings

14.1 The Directors may meet either:

- (a) in person;
- (b) by telephone;
- (c) by audiovisual linkup; or
- (d) by any other instantaneous communications medium for conferring,

for dispatch of business, and adjourn and otherwise regulate their meetings as they think fit.

Director to be regarded as present at meeting

14.2 A Director is regarded as present at a meeting where the meeting is conducted by telephone, audiovisual linkup or other instantaneous communications medium for conferring, if the Director is able to hear, and to be heard by, all others attending the meeting.

Place of meeting

14.3 A meeting conducted by telephone, audiovisual linkup or other instantaneous communications medium for conferring, will be deemed to be held at the place agreed on by the Directors attending that meeting, provided that at least one of the Directors present at the meeting was at that place for the duration of the meeting. Meetings may be held outside Australia.

Convening of Directors meeting

14.4 A Director may at any time, and the Secretary on the request of a Director must, convene a meeting of Directors.

Notice of meeting

14.5 Notice of every meeting of Directors must be given to each Director, but failure to give or receive that notice will not invalidate any meeting.

Directors may act notwithstanding vacancy

14.6 The Directors may act despite there being a vacancy on the Board, but if and so long as their number is below the number required for a quorum, they must not act except in an emergency or to fill a vacancy or to summon a general meeting.

Quorum for Board meetings

14.7 At a meeting of Directors, the number of Directors necessary to constitute a quorum is the greater of:

- (a) two Directors; and
- (b) 50% of the total number of Directors (rounded up to the nearest whole number).

Meeting competent to exercise all powers

14.8 A Directors' meeting at which a quorum is present will be competent to exercise all or any of the powers and discretions vested in or exercisable by the Directors generally.

Chair of Board meetings

14.9 The Directors may elect a chair and deputy chair of their meetings and determine the periods for which they are to hold office. If no chair or deputy chair is elected or if at any meeting neither the chair nor the deputy chair is present at the time appointed for the meeting, the Directors present at the meeting may choose one of the Directors present to be chair of the meeting.

Documents tabled at meeting

14.10 An original document, or a photocopy, facsimile or electronic copy of that document, which is in the possession of, or has been seen by, all Directors attending the Directors' meeting before, or at the time of, that meeting, is deemed to be a document tabled at that meeting.

Questions to be decided by majority

14.11 Questions arising at any Board meeting will be decided by a majority of votes of Directors present and voting. If the votes cast are equal, the chair will have a second or casting vote, but not so where there are only two Directors present who are competent to vote on the question at issue.

Resolution in writing

14.12 A resolution in writing of which notice has been given to all Directors for the time being entitled to receive notice of that meeting and which is signed by a majority of Directors for the time being entitled to attend and vote at Directors' meetings will be as valid and effectual as if it had been passed at a Directors' meeting duly convened and held. That resolution may consist of several documents in like form each signed by one or more of the Directors. For the purposes of this clause 14.12:

- (a) the signature of an alternate Director will be as effective as, and may be substituted for, the signature of an appointing Director; and
- (b) a signature will be valid if it is transmitted by facsimile, e-mail, or other generally accepted technology.

14.13 The effective date of that resolution referred to in clause 14.12 is the date on which the document or any of the counterpart documents was last signed.

Resolution passed is deemed to be determination of Board

14.14 Any resolution properly passed at a duly convened Directors' meeting at which a quorum is present will be deemed to be a determination by all the Directors or the Board for the purposes of this Constitution.

Committee powers and meetings

14.15 In addition to the Executive Committee, the Directors may delegate any of their powers to a committee of Directors, a sole Director and/or other persons as they think fit and may revoke that delegation.

14.16 Any committee can exercise the powers delegated to it in accordance with any directions that may from time to time be imposed on it by the Board.

14.17 The meetings and proceedings of any committee consisting of two or more Directors will be governed by the provisions of this Constitution regulating the meetings and proceedings of the Directors so far as they are applicable and are not superseded by any direction made by the Board under this clause 14.

Validity of acts of Directors

14.18 All acts done by any Directors' meeting or by a committee of the Directors or by any person acting as a Director will be valid even it is discovered afterwards that there was some defect in the appointment or election of that Director or person acting as a Director or that any Director was disqualified or had vacated office or was otherwise not entitled to vote or act.

15 Executive Committee

Executive Committee

15.1 The Executive Committee of the Company will comprise the following office bearers:

- (a) the chair;
- (b) the Secretary;
- (c) the treasurer; and
- (d) the public officer.

15.2 Any Member may nominate a person to serve on the Executive Committee.

15.3 Any person may serve on the Executive Committee in more than one office bearer role.

Election of Executive Committee

15.4 The Executive Committee will be elected by the Directors from time to time and will hold office until the end of the first meeting of the Directors held after the next annual general meeting at which Directors are elected.

15.5 The Directors present must appoint one of their number to act as chair of the meeting for the purpose of the election.

15.6 The election of the office bearers on the Executive Committee is held in the order in which the positions are listed in clause 15.1.

15.7 If there is only one candidate for election to any office bearer position, that person is declared elected to that position.

15.8 If there is more than one candidate for election to any office bearer position, a ballot must be held among the candidates. The candidate receiving the greatest number of votes cast in his or her favour is declared elected to that position.

15.9 In the case of an equality of votes in respect of any position, a further ballot must be held immediately but if there is still an equality of votes the successful candidate must be determined by lot.

15.10 If a Director is elected to a position as office bearer then his or her nomination, if any, for any other position must be treated as withdrawn before the election is held in respect of the other position or positions.

15.11 Subject to this clause 15, a ballot is conducted in the manner the directors determine.

Eligibility and nomination

15.12 Any Director is eligible for election to the Executive Committee.

15.13 Each Director standing for election to the Executive Committee must be proposed by another Director.

15.14 If a Director stands for election for more than one position on the Executive Committee, separate nominations must be received in respect of each position.

15.15 A nomination may be:

- (a) in writing, received by the Secretary not less than 24 hours prior to the Board meeting at which the election is to take place and signed by the candidate and the proposer; or
- (b) made orally at the meeting, provided that the candidate is present and consents to the nomination.

16 Executive Committee roles and responsibilities

Management by Executive Committee

16.1 The Executive Committee will manage the affairs of the Company on behalf of the Board in between Board Meetings.

Executive Committee functions

16.2 The Executive Committee will undertake specific duties and functions as the Board may determine from time to time including the following functions:

- (a) to arrange Board meetings;
- (b) to arrange an annual general meeting;
- (c) to arrange meetings and telephone link-ups;
- (d) to provide information to the Members and the Board;
- (e) to undertake any other functions to further the Principal Purposes as delegated to the Executive Committee by the Board;
- (f) when exercising these functions and any other functions pursuant to this Constitution and as delegated from time to time by the Board, the Executive Committee will:
 - (i) confine total expenditure to that proposed within an annual budget adopted or revised at a Board meeting;
 - (ii) ensure that their decisions, acts and omissions remain within the scope set out by the Board from time to time;
 - (iii) use their best endeavours to ensure the best outcome for the Company, having due regard to the Principal Purposes and all the circumstances and any and all legal, accounting or other professional advice;
 - (iv) take into account any advice or consultation sought from the Board on any matter where the Executive Committee considers it appropriate and/or possible; and
 - (v) provide updates to the Board after each Executive Committee meeting concerning the actions undertaken and decisions made by the Executive Committee.

The chair

16.3 The duties of the chair will be leader, convenor, and spokesperson of the Company.

The Secretary

16.4 The duties of the Secretary will be as follows:

- (a) to ensure all correspondence of the Company is received and conducted in accordance with the Constitution and such other guidelines and that all documents belonging to the Company are stored and kept at the Offices;
- (b) to ensure full and correct minutes of meetings are kept;
- (c) to do all such things as may be directed by the Board or prescribed by the Constitution.

16.5 A Secretary may be removed by the Board.

The Treasurer

16.6 The duties of the treasurer will be as follows:

- (a) to ensure all monies received are banked for the Company and account for the same. The treasurer's receipt will be discharged in respect of the payments made to the Company;
- (b) to ensure a register of Members comprising the names and addresses of all the current Members of the Company is kept;
- (c) to ensure all payments under the order of the Board are made;
- (d) to ensure that an account of all monies received and disbursed is kept in a suitable form to be open to the inspection of the Board at any meeting thereof, or on request, and before each Board meeting prepare a financial statement showing the progress and position of the Company's finances;
- (e) to prepare and compile the annual balance sheet for each Financial Year for submission to the Board before the annual general meeting, or before 30 September each year, whichever is the earlier;
- (f) to prepare and submit routine BAS or other returns to the Australian Taxation Office;
- (g) to do such other things as may be directed by the Board or prescribed by the Constitution.

The Public Officer

16.7 The duties of the public officer will be as follows:

- (a) ensure that the Company's taxation-related obligations and responsibilities are fulfilled; and
- (b) be contactable by and responsible for ensuring that the Company complies with the tax law and, in consultation with the Treasurer, for liaising with the Australian Taxation Office concerning the Company's taxation matters.

Executive Committee quorum

16.8 The Executive Committee quorum will be three. In exceptional circumstances when a member of the Executive Committee is not contactable, the other Executive Committee members may

co-opt another Director to make a quorum of the Executive Committee when an urgent decision is required.

Meetings of the Executive Committee

16.9 The Executive Committee will meet at such times as are deemed necessary to comply with their obligations, responsibilities and functions referred to in this Constitution.

17 Executive Officers

Appointment of Chief Executive Officer

17.1 The Directors may at any time appoint any person (whether or not a Director) to the office of Chief Executive Officer or to any other executive office for any period and on any terms they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke the appointment.

17.2 The Chief Executive Officer appointed under clause 17.1 is not required to be a Director.

Payments to Chief Executive Officer

17.3 Where the Directors appoint a Chief Executive Officer in accordance with clause 17.1 such Chief Executive Officer will be entitled to receive remuneration in respect of services rendered to the Company, subject to the terms of any agreement entered into in respect of such appointment, as approved by the Board in accordance with this Constitution, including for the avoidance of doubt where such Chief Executive Officer is a Member or Director of the Company.

Directors may confer powers on executive Directors

17.4 The Board may grant a Chief Executive Officer or other executive Director any of the powers exercisable by the Directors on terms and conditions and with any restrictions that they think fit. Any powers which are conferred may be concurrent with or to the exclusion of their own powers. The Directors may at any time revoke, withdraw, alter or vary all or any of those powers.

Engagement of Directors to perform executive functions or provide consultancy services

17.5 Subject to clause 17.7, the Board may contract with a Director or Directors for the performance by such Director or Directors of executive functions in relation to the Company or the provision of consultancy services to the Company.

Remuneration of Directors

17.6 Subject to clause 17.3 and 17.7, the Directors will not be entitled to receive remuneration or fees for services provided by them as Directors of the Company.

17.7 Any payments to a Director by the Company as provided for under clause 1.10 must be approved by the Members in a general meeting.

Expenses of Directors

17.8 If approved by the Directors, a Director may be paid all reasonable travelling and other expenses incurred by them in attending and returning from meetings of the Directors, any

committee of the Directors or any general meetings of the Company or otherwise in connection with the business of the Company and the performance of their functions in accordance with this Constitution.

18 Indemnity and insurance

Indemnity

18.1 Subject to clause 18.3, to the maximum extent permitted by law:

- (a) the Company:
 - (i) must indemnify each Director and Secretary and each former Director and Secretary, including each Director and Secretary who is or was, at the request of the Company, serving as a director or secretary of another company; and
 - (ii) may indemnify any other Officer or former Officer of the Company, against any liability (other than legal costs) incurred in acting as a Director, Secretary, or other Officer of the Company, or as a director or secretary of another company at the request of the Company, other than:
 - (iii) a liability owed to the Company or a Related Body Corporate;
 - (iv) a liability for a pecuniary penalty order under section 1317G or a compensation order under section 1317H or 1317HA of the Act; or
 - (v) a liability that did not arise out of conduct in good faith;
- (b) the Company:
 - (i) must indemnify each Director and Secretary, and each former Director and Secretary, including each Director and Secretary who is or was, at the request of the Company, serving as a director or secretary of another company; and
 - (ii) may indemnify any other Officer or former Officer, for costs and expenses incurred by a Director, Secretary or other Officer of the Company, in defending an action for a liability incurred in acting as a Director, Secretary or other Officer of the Company, or as a director or secretary of another company at the request of the Company, except for legal costs incurred:
 - (iii) in defending or resisting any proceedings, whether civil or criminal, in which the Director, Secretary or other Officer of the Company, is found to have a liability for which they could not be indemnified under clause 18.1(a) above;
 - (iv) in defending or resisting criminal proceedings in which the Director, Secretary or other Officer of the Company, is found guilty;
 - (v) in defending or resisting proceedings brought by the ASIC or by a liquidator for a court order if the grounds for making the order are found by the court to have been established, except for costs incurred in responding to actions taken by the ASIC or a liquidator as part of an investigation before commencing proceedings for the court order; or

- (vi) in connection with proceedings for relief to the Director, Secretary or other Officer of the Company, under the Act in which the relief is denied by the court; and
- (c) the Company may make a payment, or agree to make a payment, whether by way of advance, loan or otherwise, for any legal costs incurred by a Director, Secretary or other Officer of the Company, including a Director and Secretary who is or was, at the request of the Company, serving as a director or secretary of another company, on the condition that the Director, Secretary or, other Officer of the Company, must repay the amount paid by the Company to the extent that the Company is ultimately found not liable to indemnify the Director, Secretary or, other Officer of the Company, for those legal costs.

Insurance

- 18.2 Subject to clause 18.3, to the maximum extent permitted by law the Company may pay, or agree to pay, a premium for a contract insuring a person who is or has been a Director, Secretary or other Officer of the Company, including a person who is or has been, at the request of the Company, a director or secretary of another company, or a Director, Secretary or other Officer of a subsidiary of the Company, against a liability incurred by the person in that capacity, including a liability for legal costs, unless the liability:
- (a) arises out of conduct involving wilful breach of duty in relation to the Company; or
 - (b) arises out of a contravention of sections 182 or 183 of the Act.

Exclusions required by law

- 18.3 The Company must not indemnify any person in respect of any liability or legal costs pursuant to clauses 18.1, or pay any premium for a contract pursuant to clause 18.2, if and to the extent that the Company is prohibited by law from doing so.

19 Financial statements

Financial records

- 19.1 The Directors must cause financial and other records to be kept as required by the Act, the Tax Act and this Constitution.

Financial statements to be audited

- 19.2 The financial statements of the Company for each Financial Year must be audited by the auditor in accordance with the Act and the Tax Act.

Auditor

- 19.3 The auditor of the Company is to be appointed and removed from time to time in accordance with the Act.

20 Amalgamation

- 20.1 In furtherance of the Principal Purposes, the Company may amalgamate with any one or more organisations having objects similar to the Principal Purposes and which prohibit the

distribution of its or their income and property amongst its or their members to an extent at least as great as that imposed upon the Company and which is a fund, authority or institution which is exempt from income tax under the Tax Act.

21 Winding up

Distribution of assets

- 21.1 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 amongst the Members but will be given or transferred to one or more other funds, authorities or institutions which or each of which:
- (a) has purposes similar to the Principal Purposes;
 - (b) is listed on the Register; and
 - (c) whose constitution prohibits the distribution of its income and property among its Directors, Members and beneficiaries to an extent at least as great as is imposed on the Company under or by virtue of clauses 1.8.
- 21.2 The identity of the transferee under clause 21.1 must be decided by the Board.

Fee or commission paid to liquidator to be approved in general meeting

- 21.3 No fee or commission will be paid by the Company to any Director or liquidator upon any sale or realisation of the Company's undertaking or assets or any part of them except with the approval of the Company in general meeting, that meeting to be convened by notice specifying the fee or commission proposed to be paid.
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22 Minutes and registers to be kept

Minutes

- 22.1 The Directors must cause to be entered in minute books of the Company within one Month of the relevant meeting, minutes containing details of:
- (a) the names of the Directors present at each Directors' meeting and meeting of any committee of Directors;
 - (b) all declarations made or notices given by any Director (either generally or specifically) of its interest in any contract or proposed contract or of its holding of any office or property whereby any conflict of duty or interest may arise; and
 - (c) all resolutions and proceedings of general meetings of the Company, Directors' meetings and meetings of any committee of the Directors.

Minutes to be signed by the chair

- 22.2 Any minutes of any general meetings of the Company, Directors' meeting or meetings of any committee of the Directors must be signed by the chair of the meeting or by the chair of the next succeeding meeting and once signed will constitute prima facie evidence of the matters stated in the minutes.

Registers

22.3 The Directors must cause the Company to keep:

- (a) a register of Members and other registers required under the Act; and
- (b) any other registers or sub-registers required by law.

23 Inspection of records

23.1 Subject to the Act, the Directors may determine whether and to what extent the documents and records of the Company will be open to inspection by any person. This clause 23 does not limit the rights of a Director or former Director under the law.

24 Notices

Service of notices by Company

24.1 A notice may be given by the Company to any Member in any one of the following ways:

- (a) personally, by giving it to the Member;
- (b) by leaving it addressed to the Member at the Member's address;
- (c) by facsimile to the Member at the Member's facsimile number;
- (d) by e-mail to the Member's electronic address;
- (e) by post by sending it addressed to the Member at the Member's address; or
- (f) otherwise by any method (including by advertisement) as the Directors may determine.

Electronic communications

24.2 Where the Company is required by the Act or this Constitution to:

- (a) give information in writing;
- (b) provide a signature;
- (c) produce a document;
- (d) record information; or
- (e) retain a document,

that requirement is taken to have been met if the Company uses an electronic communication or an electronic form of the relevant document, and the Company complies with any further requirements of the *Electronic Transactions Act 1999* (Cth).

Notice deemed to be served

24.3 Any notice by advertisement will be deemed to have been served on the day of publication of the newspaper containing the advertisement.

- 24.4 Any notice sent by post will be deemed to have been served on the day following the day on which the notice is posted.
- 24.5 Any notice sent by facsimile or other electronic means will be deemed to have been served on the same day that it is sent.
- 24.6 Any notice served on a Member personally or left at the Member's address will be deemed to have been served when delivered.

Service by post

- 24.7 A notice sent by post will be properly served if the notice was correctly addressed and was posted with the required postage. A certificate in writing signed by any manager, Secretary or other Officer of the Company that the notice was so addressed and posted is conclusive evidence of proper service by post.

Notices to Members whose whereabouts unknown

- 24.8 Where:
- (a) the Company in good faith has reason to believe that a Member is not known at the address shown for that Member in the Register;
 - (b) the Company has subsequently made an enquiry at that address as to the whereabouts of the Member; and
 - (c) the enquiry either elicits no response or a response indicating that the Member's present whereabouts are unknown,

all future notices will be deemed to be given to the Member if the notice is exhibited in the Office for a period (not including weekends and public holidays) of 48 hours and will be deemed to be duly served at the commencement of that period. This clause 24.8 will apply unless and until the Member informs the Company that the Member has resumed residence at the Member's address shown in the Register or notifies the Company of a new address to which the Company may send the Member notices (which new address is deemed to be the Member's registered place of address).

Signing notices

- 24.9 The signature to any notice to be given by the Company may be written, printed or provided by electronic means.

Counting days

- 24.10 Where a given number of days' notice or notice extending over any other period is required to be given, the day on which notice is deemed to be given will not be counted in the number of days or other period.

25 The Seal

- 25.1 If the Company has a Seal:
- (a) the Directors must provide for the safe custody of the Seal;

- (b) the Seal must be used only by the authority of the Board or a committee of the Directors with authority from the Board to authorise the use of the Seal; and
- (c) every document to which the Seal is affixed must be signed by a Director and countersigned by another Director, a Secretary or another person appointed by the Directors to countersign that document or a class of documents in which that document is included.

26 Negotiable instruments

- 26.1 All cheques, bills of exchange, promissory notes and other negotiable instruments must be signed, drawn, accepted, made or endorsed (as the case may be) for and on behalf of the Company by those persons and in that manner determined by the Directors.

27 Internal Disputes

- 27.1 The Directors may provide for a mechanism to be established for resolving internal disputes within its Membership, which includes, without limitation:
- (a) the appointment of an independent person to arbitrate the dispute;
 - (b) a process to bring disputing parties together to resolve the dispute at an early stage;
 - (c) a process to ensure that all parties receive a full and fair opportunity of presenting their case; and
 - (d) where the dispute cannot be resolved internally by mediation or arbitration, to refer the matter to a community justice centre, or equivalent which functions as "a centre for dispute settlement".

28 Amendment of the Constitution

- 28.1 Subject to clause 5.1, this Constitution may be amended by a Special Resolution.