
Constitution

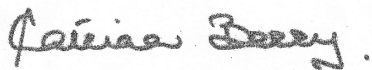
Special Olympics Australia

ACN 050 738 728

A Company Limited by Guarantee

Corporations Act 2001 (Cth)

Signed for identification purposes



Catriona Barry
Secretary
21 April 2011

BAKER & MCKENZIE

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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;

Business Day means a day that is not a Saturday, Sunday, a public holiday or bank holiday in Sydney;

Business Hours means the hours between 9am and 5pm on a Business Day;

CEO has the meaning set out in clause 14.1;

Company means Special Olympics Australia ACN 050 738 728 of Level 1, Sports House 6A Figtree Drive, Sydney Olympic Park, NSW 2127;

Constitution means this Constitution of the Company for the time being in force;

Director means a director of the Company from time to time;

Eligible Transferee is a fund, authority or institution which is:

- (a) which is charitable at law; and
- (b) gifts to which can be deducted under Division 30 of the *Income Tax Assessment Act 1997*.

Expert in Intellectual Disabilities means a qualified person with appropriate experience and practical involvement in the administration or delivery of services to people with an intellectual disability;

Financial Year has the same meaning as in the Act;

General Rules means the Special Olympics official General Rules officially published by Special Olympics Inc. (or if that entity or those rules are replaced, such other official rules which provide current and consolidated guidance to all accredited Special Olympics Programs) as in force from time to time;

Gift Fund means the fund established pursuant to clause 24;

Member means a Person who is granted Membership of the Company and is entered in the Members Register;

Membership means membership of the Company;

Members Register means the register of Members to be kept pursuant to the Act;

Month means a calendar month;

Nominating Committee means a sub committee of the Board with the responsibility of identifying, approaching and recommending potential Directors;

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

Person means a natural person only;

Policy & Procedures means those policies approved by the Board from time to time for the purpose of clause 3.1;

Principal Purpose means the principal purposes of the Company as set out in clause 2.1;

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 Olympics means the international movement and its founding principles established and administered by Special Olympics Inc;

Special Olympics Athlete means a Person who is, or has been, registered as a participant in a Special Olympics Program within Australia;

Special Olympics Program means the delivery of activities for persons with an intellectual disabilities in a designated geographical location by a body that is accredited with Special Olympics Inc or the Company;

Special Olympics Inc means Special Olympics, Inc, an international non-profit organization incorporated in the District of Columbia, of 1133 19th Street NW, Washington, DC 20036-3604 USA and its successor body from time to time;

Sports Expert means a Person with practical experience in either participation or administration of sport at State or national level;

Special Resolution has the meaning assigned to it in the Act; and

State means any State or Territory in Australia.

Interpretation

1.2 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) **paid up** or **paid** includes credited as paid up or paid;

- (vi) *dividend* includes a bonus;
 - (vii) any person includes a reference to any individual, company, body corporate, association, partnership, firm, joint venture, trust or government agency;
 - (viii) the word *including* or *includes* means *including but not limited to* or *including without limitation*; and
- (b) headings are for convenience only and must be ignored in interpreting this Constitution.

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 replaced by the terms of this Constitution.

Constitution subject to the Act

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

2 Company's Principal Purpose

- 2.1 The Company's Principal Purpose is to:
- (a) fulfil the mission of Special Olympics which is to provide year-round sports training and athletic competition in a variety of Olympic-type sports for children and adults with intellectual disabilities, giving them continuing opportunities to develop physical fitness, demonstrate courage, experience joy and participate in a sharing of gifts, skills and friendship with their families, other Special Olympics Athletes and the community;
 - (b) affiliate with Special Olympics Inc;
 - (c) promote increased community awareness and involvement in the objects of the organisation and in its programmes;
 - (d) liaise with other organisations so as to further benefit children and adults with intellectual disabilities; and
 - (e) procure contributions of funds of the Company, in the shape of donations, annual subscriptions or otherwise, for the promotion of the objects of the Company and to apply those funds for the furtherance of any one or all of these objects.
- 2.2 The Company must pursue the Principal Purpose listed in clause 2.1.
- 2.3 Clause 2.2 does not limit the legal capacity and powers of the Company, as set out in section 124 of the Act and otherwise.
- 2.4 No addition, alteration or amendment shall be made to or in the Constitution for the time being in force, unless the same complies with the provisions of the *Charitable Fundraising Act 1991* (NSW) or similar act in a State where the Company conducts fundraising activity.
- 2.5 The Company shall comply with all laws applicable to a company limited by guarantee under the Act, in particular section 150 of the Act (regarding the exception from using "Limited" in the Company's name).

Income and property

- 2.6 Subject to clause 2.7, the income and property of the Company wherever derived shall be applied solely towards promoting the Company's Principal Purpose and no portion may be paid or transferred (whether directly or indirectly and whether by way of dividend, bonus or otherwise) to the Members.
- 2.7 Clause 2.6 does not prevent the payment in good faith of:
- (a) reasonable and proper interest to a Member on money advanced by the Member to the Company or otherwise owing by the Company to the Member or repayment of that advanced money;
 - (b) reasonable and proper charges for goods hired by the Company from a Member;
 - (c) remuneration of an amount not more than commercially reasonable payment to any officer or employee of the Company or to a Member or other person in return for any services actually rendered to the Company, including moneys to any Director, being a solicitor, accountant or other person engaged in any profession, for all usual professional or other charges for work done by that person or that person's firm or employer in connection with the promotion of the objects of the Company;
 - (d) money representing reimbursement to any officer or employee of the Company or a Member of out-of-pocket expenses incurred in performing a duty for the Company;
 - (e) reasonable and proper rent for premises demised or let by any Director or Member to the Company.

3 Membership

Members

- 3.1 To be eligible to apply for Membership, a Person must
- (a) represent either a State or regional Special Olympics Program;
 - (b) meet the accreditation requirements as determined by the Board from time to time; and
 - (c) agree to abide by the Policies and Procedures approved by the Board from time to time.

A Person who satisfies these requirements may apply to the Board for Membership of the Company. The Board shall determine every application for Membership in accordance with clauses 3.5 to 3.6.

- 3.2 A Member is required to pay an entrance fee and an annual subscription (in accordance with clauses 3.8 to 3.9) for Membership.
- 3.3 There shall be a minimum of 5 Members of the Company. If there are fewer than 5 Members the Company shall be dissolved and the assets and funds of the Company shall be dealt with in accordance with clause 28.

Application for Membership

- 3.4 Any application for Membership shall be made in writing, signed by or on behalf of the applicant and shall be in such form as determined by the Board from time to time.

Approval of Membership

- 3.5 At the next meeting of the Board after receipt of any application for Membership, such application shall be considered by the Board who shall thereupon determine upon the admission or rejection of the applicant.
- 3.6 The Board shall have sole and absolute discretion in determining any application. In no case shall the Board be required to give any reason for the rejection of an applicant.
- 3.7 When an applicant has been accepted for Membership, the Secretary shall send to the applicant written notice of the acceptance and a request for payment of the entrance fee and first annual subscription. Upon payment of the entrance fee and first annual subscription, the applicant shall become a Member of the Company, provided nevertheless that if such payment be not made within 2 Months after date of notice, the Board may in its discretion cancel its acceptance of the applicant for Membership of the Company.

Fees payable by Members

- 3.8 The entrance fee and annual subscription payable by Members of the Company shall be such sums as the Board shall determine from time to time, provided that until the Board shall otherwise resolve,
- (i) (for a State accredited Member) the entrance fee is \$500 and the annual subscription is \$500; and
 - (ii) (for a regional accredited Member) the entrance fee is nil and the annual subscription payable is a sum equal to \$50 for every athlete registered by the regional accredited Member as at 1st of January of that year.

The Board, in its absolute discretion, may determine that different fees, subscription amounts (including pro-rata amounts) and payment dates will apply to a State or regional accredited Member.

- 3.9 All annual subscriptions shall become due on the 1st of January of that year, and payable in advance no later than 28th of February in that year in which the annual subscription relates to.

Rights and privileges of Membership

- 3.10 Without limiting any other rights conferred on Members, Members have the right to receive notice of and attend any general meeting of the Company.
- 3.11 Members shall be entitled to vote at an annual general meeting or general meeting of the Company, unless clause 6.5 applies (failure to pay annual subscription on time).
- 3.12 A right, privilege, or obligation of a Person by reason of its Membership:
- (f) is not capable of being transferred or transmitted to another Person; and
 - (g) terminates upon the cessation of Membership (except as otherwise provided in this Constitution).
- 3.13 The Members Register shall be available for inspection by Members at the Office.

Resignation or expulsion of Member and Member's right to challenge

- 3.14 A Member who has paid all moneys due and payable to the Company may cease their Membership by giving 1 Month's notice in writing to the Secretary. On expiration of the notice period, the Member shall cease to be a Member. The Member will remain liable for all 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 3.21.
- 3.15 Upon the expiration of a notice given under clause 3.14, the Secretary shall make in the respective Members Register an entry recording the date on which the relevant Member ceased to be a Member.
- 3.16 Subject to the provisions of this Constitution, the Board may, by resolution:
- (a) expel a Member;
 - (b) suspend a Member from Membership for a specified period; or
 - (c) fine a Member;
- who:
- (iii) has refused or neglected to comply with this Constitution; or
 - (iv) has been guilty of conduct unbecoming a Member or prejudicial to the interests of the Company; or
 - (v) or has adopted objects inconsistent with those of the Company; or
 - (vi) ceases to be eligible for Membership under clause 3.1.
- 3.17 Before a resolution pursuant to clause 3.16 is passed, the Member concerned shall be notified of what is alleged against him/it and of the proposed resolution, at least 1 week prior to the date the proposed resolution is considered by the Board. The Member should be allowed to provide an explanation or defence, either in writing or orally (in a manner prescribed by the Board from time to time), before the proposed resolution is determined by the Board.
- 3.18 Where the Board passes a resolution under clause 3.16, the Secretary shall, 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

- 3.19 A Member's Membership will automatically cease on the date that the Member:
- (i) dies; or
 - (ii) becomes bankrupt.

Limited Liability

- 3.20 The liability of the Members is limited in accordance with clause 3.21.

Members' guarantee

- 3.21 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 1 year before the Company is wound up must, on winding up, contribute to the Company's property the lesser of:

- (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; or
 - (b) \$100.00.
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4 General Meetings

Annual general meetings

4.1 Subject to the Act (including where section 250N(4) of the Act requires otherwise):

- (a) an annual general meeting must be held by the Company at least once in every year and within 5 Months after the end of the Financial Year of the Company.

The annual general meeting shall be specified as such in the notice convening it.

4.2 All other general meetings of the Company may be convened at any time.

Venue and conduct of general meetings

4.3 Subject to section 249R of the Act, annual general meetings and general meetings may be held within or outside Australia.

Deemed holding of annual general meeting

4.4 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 this Constitution.

Calling of general meetings

4.5 In relation to the convening of general meetings, either:

- (a) any Director may call general meetings to be held at any place the Director thinks fit; or
- (b) the Directors must call, and arrange to hold, a general meeting within 21 days after being requested to do so by Members with at least 5% of the votes that may be cast at the general meeting.

Notice of general meetings

4.6 Except as permitted by the Act, at least 21 days' notice of every general meeting must be given in the manner provided by this Constitution to the Members and the persons entitled under this Constitution to receive notices.

Contents of notice of general meetings

4.7 Every notice convening a general meeting must:

- (a) set out the place, date and time for the meeting (and if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
- (b) set out the rights of and requirements for a Member to appoint a proxy;
- (c) be accompanied by an instrument of proxy in the form which complies with the Act, and this Constitution or in any other form as the Directors may from time to time prescribe or accept; and
- (d) otherwise comply with the requirements of section 249L of the Act.

Omission to give notice

- 4.8 The accidental omission to give notice of a meeting of Members to, or the non-receipt of any such notice by, a person or other entity entitled to receive it does not invalidate the proceedings at, or any resolution passed at, the meeting.

5 Proceedings at General Meeting

Business at annual general meeting

- 5.1 The business of an annual general meeting may include the following even if not referred to in the notice of the meeting:
- (a) to consider the annual financial report, the Director's report and auditor's report;
 - (b) to elect directors;
 - (c) to appoint the auditor;
 - (d) to fix the remuneration of the auditors (if relevant); and
 - (e) to transact any other business which may be properly brought before the meeting.

Quorum for general meeting

- 5.2 No business will be transacted at any general meeting unless a quorum is present at the beginning of the business and during the whole of the meeting. A quorum is constituted by a majority of Members either present in person or by attorney or proxy.
- 5.3 For the purpose of determining whether a quorum is present, a person attending as a proxy, or as an attorney for a Member will be taken to be a Member present in person.

Member deemed to be present

- 5.4 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; or
 - (b) by attorney; or
 - (c) by proxy;

No quorum

- 5.5 If a quorum is not present within 30 minutes after the time appointed for the meeting:

- (a) any meeting convened on a requisition of Members as permitted by law will be dissolved; and
- (b) any other meeting will be adjourned to the same day in the next week at the same time and place or to such other day, time and place that the Directors may appoint by notice to the Members.

If at the adjourned meeting a quorum of no less than 3 Members is not present, the meeting will be dissolved.

Chairperson of general meeting

- 5.6 The chairperson of the Directors, or, in the chairperson's absence, the deputy chairperson (if any), is entitled to take the chair at every general meeting.
- 5.7 If the chairperson of the Directors or the deputy chairperson (if any) is not present or declines to act, the Directors may elect one of their number as chairperson of that general meeting.
- 5.8 If the Directors do not choose a chairperson, the Members present must choose 1 of the Directors to be chairperson and if no Director is present or willing to take the chair, the Members must choose someone to be the chairperson.

Powers of chairperson and deputy chairperson

- 5.9 At any general meeting, a declaration by the chairperson that a resolution has been carried or carried by a particular majority or not carried and a recording of that declaration in the minute book will be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against that resolution.
- 5.10 The deputy chairperson (or such other person nominated under clause 5.7 or 5.8) will have the powers and responsibilities of the chairperson for any such period while the chairperson is absent or otherwise unable to act.

Adjournment of general meeting

- 5.11 The chairperson of a general meeting may, with the consent of the meeting, adjourn the meeting from time to time and from place to place, but only business left unfinished at the original meeting may be transacted at the adjournment.

Notice of adjourned meeting

- 5.12 If any general meeting is adjourned for more than 1 Month, a notice of the adjournment must be given to Members of the Company in the same manner as notice was or ought to have been given of the original meeting. In the case of all other adjournments, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

6 Voting

Matters requiring a Special Resolution

- 6.1 The following matters will require a Special Resolution of Members, together with any other requirements imposed by law, at any general meeting:
 - (a) any business which is transacted at a general meeting that is not an annual general meeting;

- (b) any business which the Act requires a Special Resolution;
- (c) any alteration to the Company's legal status;
- (d) voluntary winding up of the Company; and
- (e) changing the purposes, objects or scope of the Company; and any variation or amendment to, or repeal of, this Constitution.

Resolution determined by majority

6.2 At any general meeting:

- (a) all questions submitted to the meeting will be decided by a simple majority of votes except where a greater majority is required by clause 6.1, or elsewhere in this Constitution, or the Act;
- (b) in the first instance, voting will be on a show of hands;
- (c) a poll may be demanded on any question before the close of the meeting by the chairperson, any Member, or their proxy or attorney. The chairperson must decide in each case the manner in which a poll will be taken. Any dispute about the admission or rejection of a vote must be determined by the chairperson and the chairperson's determination made in good faith will be final and conclusive; and
- (d) in the case of an equality of votes, or where otherwise necessary, the chairperson will have a casting vote in addition to the vote or votes to which the chairperson may be entitled as an Member.

Votes

- 6.3 On a show of hands and on a poll every person present as an Member or as a proxy or attorney of a Member will have 1 vote whether present in person or by proxy or attorney.
- 6.4 A person entitled to cast more than 1 vote on a poll need not use all their votes or cast all the votes they use in the same way.
- 6.5 No Member shall be entitled to vote at any general meeting if the Member's annual subscription shall be more than 1 Month in arrears at the date of this meeting.

Objections to qualification to vote

- 6.6 An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- 6.7 Any such objection will be resolved by the chairperson of the meeting, whose decision is final.
- 6.8 A vote not disallowed pursuant to an objection is valid for all purposes.

Attorney of Member

- 6.9 Any Member may appoint an attorney to act on the Members' 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 Members' 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 chairperson of the meeting a properly executed declaration of non-revocation of the power of attorney.

7 Proxies

Instrument appointing proxy

- 7.1 The instrument appointing a proxy must be in writing signed by the appointor or by the appointor's attorney properly authorised in writing.

Validity of appointment

- 7.2 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 24 hours before the time for holding the meeting either by delivery to the Company's registered 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.
- 7.3 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

- 7.4 Unless the Company has received written notice of the matter before the start or resumption of the general 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 Member:
- (a) dies;
 - (b) is mentally incapacitated; or
 - (c) revokes the proxy's or attorney's appointment.

Form of proxy

- 7.5 Every instrument of proxy must specify the Members' 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.
- 7.6 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 chairperson of the meeting to which it relates. The instrument of proxy may specify the proportion or number of votes that the proxy may exercise.

8 Resolutions without meetings

- 8.1 Any resolution, other than a resolution to remove an auditor under section 329 of the Act, may be passed without a general meeting being held if all the Members entitled to vote on the resolution sign a statement that they are in favour of a resolution set out in the document. Identical copies of the document and accompanying information may be distributed for signing by different Members. The resolution is passed when the last Member signs the document.

9 Directorship

Number of directors

- 9.1 The Board must consist of not fewer than 3 Directors (as required under the Act) and not more than 12 Directors.
- 9.2 A Director does not need to be a Member.

Residence of directors

- 9.3 In accordance with the Act, at least 2 of the Directors must be Persons who ordinarily reside within Australia.

Consent to act as Director

- 9.4 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.

Composition of the Board

- 9.5 The Board shall be constituted by:
- (a) 1 representative member nominated by a committee representing the State Special Olympic Programs;
 - (b) 1 current or former Special Olympics Athlete nominated by the Nominating Committee in a manner prescribed by the Board from time to time;
 - (c) 1 Person being either a parent, grand-parent or sibling of a current or former Special Olympics Athlete, nominated by the Nominating Committee of the Company in a manner prescribed by the Board from time to time;
 - (d) 1 Sports Expert, nominated by the Nominating Committee of the Company in a manner prescribed by the Board from time to time;
 - (e) 1 Expert in Intellectual Disabilities nominated by the Nominating Committee of the Company in a manner prescribed by the Board from time to time; and
 - (f) up to 7 other Persons who are recommended by the Nominating Committee of the Company in a manner prescribed by the Board from time to time;

(each of the above Persons, a "*Director*")

so long as each Director is appointed pursuant to clauses 9.8 or 9.9.

Auditor cannot be Director

- 9.6 Subject to the Act, an auditor of the Company or partner or employee or employer of an auditor must not be appointed a Director.

No Alternate Directors

- 9.7 A Director may not appoint an alternate Director to exercise some or all of the Director's powers for a specified period.

Appointment or removal of Directors

- 9.8 Directors may be appointed or removed either by a resolution of Members or by notice in writing to the Company signed by or on behalf of Members holding a majority of the votes that may be cast at general meetings. Any removal or appointment by notice takes effect immediately on delivery of the notice to the Office or on presentation at a duly constituted Directors' meeting.
- 9.9 Subject to clause 9.10, Directors may also be appointed by an ordinary resolution of Directors. A Director appointed under this clause 9.9 must be confirmed by a resolution of Members at the next annual general meeting to be held. If the appointment is not confirmed, the Person ceases to be a Director at the end of the annual general meeting.

Vacancies

- 9.10 If, at any time, the number of Persons appointed to the Board under clause 9.8 is fewer than 12, the Directors may appoint further Persons to the Board in accordance with clause 9.9, provided:
- (a) that the number of Directors does not, in aggregate, exceed the maximum number under clause 9.1;
 - (b) the Person appointed by the Board under this clause 9.10 fulfils the criteria set out in a relevant paragraph of clause 9.5.

10 Directors' terms

Directors' tenure of office

- 10.1 Each Director will serve a term of appointment equalling 3 years, unless removed or vacated in accordance with this Constitution at an earlier time. At the end of the term, each Director's office is vacated.

Retiring Director eligible for re-election

- 10.2 A Director who retires or whose office is vacated under this Constitution is eligible for election or re-election to the Board except as expressly provided in this Constitution.
- 10.3 Notwithstanding any other provision of this Constitution, any Person who:
- (a) at the time of the Annual General Meeting, holds a position on any governing board or governing committee of any State or regional Special Olympics Program; or
 - (b) has served 9 consecutive years as a Director;
- cannot be nominated, appointed or elected as a Director

Vacation of office

- 10.4 The office of a Director will be automatically vacated if the Director:
- (a) becomes bankrupt;
 - (b) is elected to a governing board or governing committee position of any State or regional Special Olympics Program;

- (c) resigns office by notice in writing to the Company;
 - (d) for more than 6 Months is absent without permission of the Board from meetings of the Board held during that period; or
 - (e) holds any office of profit under the Company.
- 10.5 A Director whose office is vacated under clauses 10.4(a) will not be eligible for re-election until the bankruptcy is discharged, released early or annulled.

11 Proceedings of Director s

Board meetings and quorum for Board meetings

- 11.1 Unless clause 11.2 applies:
- (a) the Directors may meet for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit;
 - (b) the quorum necessary for the transaction of any business of the Board shall be a majority of the total Board.
 - (c) if a quorum is present at the beginning of the meeting, it is deemed to be present throughout the meeting even if a Director absents himself or herself, or absents from voting, for any reason.
- 11.2 In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, then notwithstanding clause 11.1, they may only act for the purposes of increasing the number of Directors in accordance with clause 9.10 to a number sufficient to constitute a quorum or of convening a general meeting of the Company.

Use of technology

- 11.3 A Directors' meeting may be called or held by telephone or by using any other technology consented to by all the Directors. The consent may be a standing one and may only be varied or withdrawn by a further ordinary resolution of Directors.

Calling of Board meeting and place of meeting

- 11.4 A Director may at any time and the Secretary on the request of a Director must call a meeting of Directors. Meetings may be held outside Australia.

Board meeting competent to exercise all powers

- 11.5 A meeting of the Directors at which a quorum (including any Quorum Composition Requirements) is present may exercise all or any of the powers and discretions vested in or exercisable by the Directors generally.

Resolution passed deemed to be determination of Board

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

Chairperson of Board meetings

- 11.7 The Directors may elect a chairperson and deputy chairperson of their meetings and determine the period they are to hold office. If no chairperson or deputy chairperson is elected, or if elected, both the chairperson and deputy chairperson decline to act or if at any meeting neither the chairperson nor the deputy chairperson is present at the time appointed for the meeting, the Directors present at the meeting must choose one of their number to be chairperson of the meeting.

Questions to be decided by majority

- 11.8 Questions arising at any meeting will be decided by a simple majority of votes of Directors present and entitled to vote on the resolution. If necessary the chairperson of the meeting will have a casting vote in addition to any vote he or she has as a Director.

Committee powers and meetings

- 11.9 The Directors may delegate any of their powers to a committee of Directors or to a sole Director and may revoke any delegation. Any committee or sole Director must exercise the powers delegated to it in accordance with any directions of the Board. The meetings and proceedings of any committee consisting of 2 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.
- 11.10 Subject to the above clause 11.9, the Board shall appoint a Nominating Committee, which shall consist of 3 Directors, the CEO and any other Person the Board thinks fit. The Nominating Committee is responsible for:
- (i) identifying, approaching and recommending potential Directors;
 - (ii) identifying, approaching and recommending a potential CEO; and
 - (iii) identifying, approaching and recommending other key appointments as determined by the Board from time to time.

The CEO may not attend a meeting or proceeding of the Nominating Committee if that meeting or proceeding concerns the replacement of that CEO or the termination of that CEO's appointment.

Resolutions without meetings

- 11.11 If a majority of Directors entitled to attend at the meeting of the Directors and vote on the resolution sign a document containing a statement that they are in favour of a resolution or resolutions set out in the document, the resolution or resolutions will be taken to have been passed at a meeting of the Directors duly convened and held on the day on which and at the time at which the document was last signed by a Director.
- 11.12 For the purposes of clause 11.11:
- (a) 2 or more separate documents containing statements in identical terms each of which is signed by 1 or more Directors will together be taken to constitute 1 document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents;

- (b) an email, facsimile or other electronic message which is received by the Company and is expressed to have been sent by a Director or will be taken to be a document signed by that Director or at the time of receipt of the email, facsimile or other electronic message by the Company.

Validity of acts of Directors

- 11.13 All acts done by any meeting of the Directors or by a committee of the Directors or by any person acting as a Director are valid even if it is discovered afterwards that there was some defect in the appointment or election of any 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.

12 Directors' contracts

Directors not disqualified from holding office or contracting with the Company

- 12.1 No Director is disqualified because of his or her office from:
- (a) holding any other office or position with the Company or with any company promoted by the Company or with any corporation in which the Company is a member or which is a Member of the Company or in which the Company is otherwise interested; or
 - (b) contracting with the Company (whether as vendor, purchaser or otherwise).
- 12.2 No contract referred to in clause 12.1(b) or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested will be avoided and no Director will be liable to account to the Company for any profit arising from such a contract or arrangement or from any office referred to in clause 12.1(a) (or other place of profit) only because that Director holds that office or because of the fiduciary relations established by it.

Director may hold office or act in professional capacity

- 12.3 Subject to the Act, a Director:
- (a) may hold any office in connection with the Company's business; and
 - (b) may act individually or through the Director's firm in a professional capacity for the Company. The Director will only be entitled to remuneration for these professional services if approved by the Directors.

Director may vote on contract in which that Director is interested

- 12.4 Subject to the Act (in particular, section 195), a Director may vote on any matter about any contract or arrangement in which the Director is interested (whether directly or indirectly) and may be counted in a quorum, may affix the Seal to, and may otherwise act on any matter about that contract or arrangement.

Director not deemed to be interested in certain contracts or arrangements

- 12.5 A Director will not be deemed to be interested (whether directly or indirectly) or to have been at any time interested in any contract or arrangement or proposed contract or arrangement of a type referred to in section 191(2) of the Act.

Directors to declare interest

- 12.6 Any Director who has a material personal interest in a matter that relates to the affairs of the Company must give the other Directors notice of the interest, unless the interest is of a type referred to in section 191(2)(a) of the Act, or the conditions referred to in section 191(2)(b), (c) or (d) of the Act are satisfied.
- 12.7 The Director must declare the nature and extent of the Director's interest and the relation of the interest to the affairs of the Company at the meeting of the Directors as soon as possible after the Director becomes aware of their interest in the matter.
- 12.8 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

- 12.9 Any Director who holds any office or possesses any property which might (whether directly or indirectly) create duties or interests in conflict with that Director's duties or interests as a Director of the Company must declare the fact of the holding and the nature and extent of any conflict at the first meeting of the Directors held after the Director becomes a Director or (if already a Director) at the first meeting of the Directors held after the relevant facts came to the Director's knowledge.

Secretary to record declarations of Directors

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

Effect of failure to make or record disclosures

- 12.11 Failure to make or to record any disclosures will not render voidable or void any contract, transaction or arrangement to which the disclosure relates.

13 Powers of Directors**Powers of Directors**

- 13.1 Subject to the Act and this Constitution, the business of the Company will be managed by the Directors, who may pay and, if approved by the Directors, be reimbursed by the Company for, all expenses incurred in promoting and forming the Company and may exercise all of the 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 previous clause, the Directors may from time to time borrow or raise any sum or sums of money or incur other financial obligations for the purposes of the Company and may give or take security over 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 on terms and conditions as they determine.

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 as they determine 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.

Security over the Company's assets

- 13.4 Subject to the Act, if any Director or any other person becomes personally liable (whether as surety or otherwise) for the performance of any of the Company's obligations, the Directors may, despite their interest, execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the liability.

14 CEO

Chief Executive Officer

- 14.1 The Directors may at any time appoint a Person to the office of Chief Executive Officer (*CEO*) 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.

Directors may confer powers on the CEO

- 14.2 The Directors may grant a CEO 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.

15 Directors Remuneration and Expenses

Remuneration of Directors

- 15.1 The Company must not pay the Directors any remuneration (other than any remuneration payable to any Director under any executive service contract with the Company). Any other payments to a Director by the Company must be approved by the Directors.

Expenses of Directors

- 15.2 If approved by the Directors, a Director may also be paid all 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.

16 Local management and attorneys

Local Boards and agencies

- 16.1 Subject to the Act, the Directors may at any time provide for the management of the affairs of the Company in any place and in any manner they think fit and without limiting the generality of this clause, the Directors may:
- (a) establish any local boards or agencies for managing any of the affairs of the Company in any locality and may appoint any persons to be members of the local board or to act as managers or agents of the Company and, in connection with any appointment, may fix remuneration, impose conditions and remove any appointee as the Directors think fit;
 - (b) delegate to any person referred to in subclause (a) any of the powers, authorities and discretions of the Directors other than the power of making calls, and vary or terminate that delegation; and
 - (c) authorise the members of any local board (or any of them) to fill up any vacancies and to act despite vacancies.

Appointment of attorney

- 16.2 The Directors may at any time by power of attorney appoint any person or persons to be the attorney or attorneys of the Company for those purposes and with those powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for that period and subject to those conditions that the Directors think fit.
- 16.3 Without limiting subclause (a), any appointment may be made in favour of any company or the members, directors, nominees or managers of any company or firm or in favour of any fluctuating body of persons (whether nominated by the Directors or otherwise).
- 16.4 Any power of attorney given on behalf of the Company may contain provisions for the indemnification, protection or convenience of the attorney or attorneys and of persons dealing with the attorney or attorneys.

Sub-delegation of powers

- 16.5 Any delegate, manager, agent or attorney appointed by the Directors may be authorised by the Directors to sub-delegate all or any of the powers, authorities and discretions given to them.

17 Minutes and registers to be kept

Minutes

- 17.1 The Directors must ensure that minute books are kept in which are recorded within 1 Month of the relevant meeting the following:
- (a) the names of the Directors present at each meeting of the Directors and of any committee of Directors;
 - (b) all declarations made or notices given by any Director (either generally or specially) of his or her interest in any contract or proposed contract or of his or her holding of any office or property by which any conflict of duty or interest may arise;

- (c) all resolutions and proceedings of general meetings of the Company, meetings of the Directors and meetings of any committee of the Directors; and
 - (d) resolutions passed by Members or Directors without a meeting.
- 17.2 Any minutes of any general meetings of the Company, meetings of the Directors or meetings of any committee of the Directors must be signed within a reasonable time after the meeting by the chairperson of the meeting or by the chairperson of the next succeeding meeting and once signed will be evidence of the matters stated in the minutes.

Registers

- 17.3 The Directors must set up and maintain in accordance with the Act:
- (a) a Members Register;
 - (b) a register of charges;
 - (c) if the Company issues debentures, a register of debenture holders;
 - (d) a register of the holdings of Directors in debentures of the Company and in shares and debentures of any Related Body Corporate of the Company;
 - (e) a register of the Directors, and Secretaries of the Company which must contain for each Director and Secretary, his or her consent in writing to his or her appointment as a Director; and
 - (f) any other registers required to be kept under the Act.
- 17.4 The registers may be kept either in a bound or loose leaf book or on computer. If a register is kept on computer, its contents must be capable of being printed out in hard copy.

Overseas branch registers

- 17.5 Subject to the Act, the Company may keep a branch Members Register at a place outside or inside Australia.

18 The Secretary

Appointment of Secretary

- 18.1 A Secretary or Secretaries of the Company must be appointed by the Directors complying with the Act. The Directors may also appoint acting and assistant secretaries. At least 1 Secretary must be ordinarily resident in Australia. Any appointment may be for that term, at that remuneration and on those conditions the Directors think fit and any Person so appointed may be removed by the Directors.

19 The Seal

Use of the Seal

- 19.1 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.

20 Negotiable instruments

Terms of negotiable instruments

- 20.1 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.

21 Asset Valuation

Revaluation of assets

- 21.1 Subject to the Act, the Directors may revalue any assets of the Company.

22 Financial statements

Financial records

- 22.1 The Directors must cause financial and other records to be kept to record correctly and explain the transactions and financial position of the Company, to enable true and fair profit and loss accounts and balance sheets to be prepared and to permit preparation of any other documents required by the Act or this Constitution. The records must be kept:
- (a) in a manner which will enable them to be conveniently and properly audited;
 - (b) for seven years after the completion of the transactions or operations to which they relate; and
 - (c) at the Office or at any other place the Directors think fit and at all times be open to inspection by the Directors.

Financial statements/reports

- 22.2 At each annual general meeting the Directors must lay before the Company:
- (a) a profit and loss account for the last Financial Year of the Company;
 - (b) a balance sheet as at the date to which the profit and loss account is made up; and
 - (c) attached to the documents listed in paragraphs (a) and (b), a report by the Directors regarding the state of the Company's affairs, a statement by the Director's in accordance with the Act and the auditor's report regarding the documents, unless the Company in accordance with the Act has resolved not to appoint auditors.

23 Audit

Auditors

- 23.1 Auditors of the Company must be appointed and removed and their remuneration, rights and duties must be regulated in accordance with the provisions of the Act.
- 23.2 The financial statements of the Company must be audited for each Financial Year of the Company and the correctness of the profit and loss account and balance sheet must be ascertained by the auditors of the Company complying with the Act.

Approval of financial statements

- 23.3 Financial statements of the Company when approved by a general meeting will be conclusive except regarding any error identified within 3 Months after the date of preparation. If any error is identified within this period, the financial statements must immediately be corrected and will then be conclusive.

24 Gift Fund

The Gift Fund

- 24.1 The Company may maintain a fund or funds (the "*Gift Fund*"):
- (a) to which gifts of money or property for the Principal Purpose are to be made;
 - (b) to which contributions (that are not gifts) but which are described in items 7 or 8 of the table in section 30-15 of the *Income Tax Assessment Act 1997* in relation to a fund-raising event held for the Principal Purpose are to be made;
 - (c) to which contributions (that are not gifts) but which can be made to the Gift Fund without adversely affecting the Company's gift deductible recipient status are to be made;
 - (d) to which any money received by the Company because of such gifts or contributions is to be credited; and
 - (e) that does not receive any other money or property.

Limits on use of Gift Fund

- 24.2 The Company must use assets of the Gift Fund only for the Principal purpose.

Maintaining the Fund

- 24.3 In maintaining the Gift Fund the Company will:
- (a) ensure that all times the fund is maintained and used for the Principal Purpose;
 - (b) ensure that the Gift Fund is operated separately and maintained with separate books of account from the Company's general accounts;
 - (c) have in place appropriate procedures to ensure only and all proper amounts of money and property are credited to the Gift Fund;

- (d) 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;
- (e) keep records in English or readily accessible and easily convertible into English which:
 - (i) record and explain all transactions and other acts the Gift Fund and/or the Company engages in which is relevant to the Company's status as a gift deductible recipient; and
 - (ii) show that the each of the following assets of the Gift Fund is used by the Gift Fund and/or the Company only for the Principal Purpose:
 - (A) gifts of money or property for the Principal Purpose;
 - (B) contributions (that are not gifts) but which are described in items 7 or 8 of the table in section 30-15 in relation to a fund-raising event held for the Principal Purpose;
 - (C) contributions (that are not gifts) but which can be made to the Gift Fund without adversely affecting the Company's gift deductible recipient status; and
 - (D) money received by the Gift Fund because of such gifts or contributions;
- (f) keep the records referred in paragraph (e) for at least 5 years after the completion of such transactions or acts to which they relate; and
- (g) 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.

Winding up of Gift Fund

- 24.4 At the first occurrence of either the winding up of the Gift Fund or the Company ceasing to be endorsed as a deductible gift recipient under Subdivision 30-BA of the *Income Tax Assessment Act 1997* any surplus assets of the Gift Fund must be transferred to a fund, authority or institution which is an Eligible Transferee.
- 24.5 The identity of the Eligible Transferee must be decided by the Board. The Board should ensure that this Eligible Transferee will be one whose dominant objective is, or is as closely aligned as possible to, the Principal Purpose of the Company.

25 Gift Deductible Recipient Status

Maintaining Gift Deductible Recipient Status

- 25.1 If the Company is endorsed as a gift deductible recipient in its own right then to maintain this status the Company will:
 - (a) ensure that all times it uses the following solely for the Principal Purpose;

- (i) gifts of money or property for the Principal Purpose;
 - (ii) contributions (that are not gifts) but which are described in items 7 or 8 of the table in section 30-15 in relation to a fund-raising event held for the Principal Purpose; and
 - (iii) money received by the Company because of such gifts or contributions;
- (b) keep records in English or readily accessible and easily convertible into English which:
- (i) record and explain all transactions and other acts the Company engages in which is relevant to the Company's status as a gift deductible recipient; and
 - (ii) show that each of the following is used by the Company only for the Principal Purpose:
 - (A) gifts of money or property for the Principal Purpose;
 - (B) contributions (that are not gifts) but which are described in items 7 or 8 of the table in section 30-15 in relation to a fund-raising event held for the Principal Purpose; and
 - (C) money received by the Gift Fund because of such gifts or contributions;
- (c) keep the records referred in paragraph (c) for at least 5 years after the completion of such transactions or acts to which they relate; and
- (d) 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 or other such authority in relation to gift deductible recipient status.

Winding up or Revocation of Endorsement

- 25.2 If the Company is endorsed as a gift deductible recipient in its own right, then at the first occurrence of either the winding up of the Company or the Company ceasing to be endorsed as a deductible gift recipient under Subdivision 30-BA of the *Income Tax Assessment Act 1997*, the Company must transfer to a fund, authority or institution which is an Eligible Transferee any surplus:
- (a) gifts of money or property made to the Company for the Principal Purpose;
 - (b) contributions made to the Company (that are not gifts) but which are described in items 7 or 8 of the table in section 30-15 in relation to a fund-raising event held for the Principal Purpose; and
 - (c) money received by the Company because of such gifts or contributions.
- 25.3 The identity of the Eligible Transferee must be decided by the Board. The Board should ensure that this Eligible Transferee will be 1 whose dominant objective is, or is as closely aligned as possible to, the Principal Purpose of the Company.

26 Inspection of records

Right to inspect

- 26.1 Subject to the Act, the Directors will determine whether, to what extent, at what times and places and under what conditions the accounting and other records of the Company or any of them will be open to the inspection of the Members.
- 26.2 A Member who is not a Director will not have any right to inspect any account, book or document of the Company or receive any information concerning the business, trading or customers of the Company or any trade secret or secret process of the Company except as provided by the Act or as authorised by the Directors or a resolution of the Company in general meeting.

27 Notices

Service of notices by Company

- 27.1 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;
 - (f) or otherwise by any method (including by advertisement) as the Directors may determine.

Electronic communications

- 27.2 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

- 27.3 Any notice:

- (a) by advertisement will be deemed to have been served on the day of publication of the newspaper containing the advertisement;
 - (b) sent by post will be deemed to have been served on the day following the day on which the notice is posted;
 - (c) if hand delivered, will be deemed to have been served on delivery;
 - (d) sent by email will be deemed to have been served on the occurrence of the earliest of:
 - (i) receipt by the sender of an email acknowledgement from the recipient's information system showing that the notice has been delivered to the email address stated above;
 - (ii) the time that the notice enters an information system which is under the control of the recipient; and
 - (iii) the time that the notice is first opened or read by an employee or officer of the recipient;
 - (e) A notice sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within eight (8) Business Hours after that transmission, the recipient informs the sender that it has not received the entire notice.
- 27.4 However, if the result is that a notice listed in clause 27.3 above would be taken to be given or made on a day that is not a Business Day or is later than 5pm (local time) it will be taken to have been duly given or made at the start of business on the next Business Day;

Service by post

- 27.5 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

- 27.6 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 Members 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 will apply unless and until the Member informs the Company that the Member has resumed residence at the Member's address shown in the Members 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

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

Counting of days

27.8 Where a given number of days' notice or notice extending over any period is required to be given, the day on which notice is deemed to be given will be included in the number of days or other period.

28 Winding up

Distribution of assets

28.1 Subject to clause 28.2, 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 shall not be paid to or distributed amongst the Members of the Company but shall be given or transferred to 1 or more other funds, authorities or institutions which or each of which:

- (a) has purposes which are, or are as closely aligned as possible to, the Principal Purpose of the Company; and
- (b) whose Constitution prohibits the distribution of its income and property among its Members to an extent at least as great as is imposed on the Company under or by virtue of clauses 2.6,

28.2 Any fund, authority or institution must, at law, be either a registered, approved or licensed charity or a charity exempt from registration, approval or the requirement to hold a licence according to the provisions of the relevant State legislation.

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

28.3 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.

29 Indemnity and insurance

Indemnity

29.1 To the extent permitted by law:

- (a) the Company must indemnify each Director and Secretary, and may indemnify any other officer of the Company (as that term is defined in section 9 of the Act), against any liability (other than legal costs) incurred in acting as a Director, Secretary, or, where applicable, other officer of the Company, other than:
 - (i) a liability owed to the Company or a Related Body Corporate;
 - (ii) a liability for a pecuniary penalty order under section 1317G or a compensation order under section 1317H of the Act; or

- (iii) a liability that did not arise out of conduct in good faith;
- (b) the Company must indemnify each Director and Secretary, and may indemnify any other officer of the Company (as that term is defined in section 9 of the Act), for costs and expenses incurred by a Director, Secretary or, where applicable, other officer of the Company, in defending an action for a liability incurred in acting as a Director, Secretary or, where applicable, other officer of the Company, except for legal costs incurred:
 - (i) in defending or resisting any proceedings, whether civil or criminal, in which the Director, Secretary or, where applicable, other officer of the Company, is found to have a liability for which they could not be indemnified under clause 29.1(a) above;
 - (ii) in defending or resisting criminal proceedings in which the Director, Secretary or, where applicable, other officer of the Company, is found guilty;
 - (iii) in defending or resisting proceedings brought by the Australian Securities and Investments Commission 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 Australian Securities and Investments Commission or a liquidator as part of an investigation before commencing proceedings for the court order; or
 - (iv) in connection with proceedings for relief to the Director, Secretary or, where applicable, 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, where applicable, other officer of the Company (as that term is defined in section 9 of the Act), on the condition that the Director, Secretary or, where applicable, 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, where applicable, other officer of the Company, for those legal costs.

Insurance

- 29.2 To the extent permitted by law the Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been a Director, Secretary or other officer (as that term is defined in section 9 of the Act), of the Company or of a subsidiary of the Company, other than a liability arising out of:
- (a) conduct involving wilful breach of duty in relation to the Company; or
 - (b) a contravention of section 182 or 183 of the Act.

30 Internal Disputes

- 30.1 The Board may provide for a mechanism to be established for resolving internal disputes within the Membership of the Company, 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; or
- (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.