

# CLAYTON UTZ

---

**Constitution**

**of**

**Bridge Builders Limited**

A Company Limited by Guarantee

**CLAYTON UTZ**

**Lawyers**

Level 18 333 Collins Street Melbourne VIC 3000 Australia  
DX 31314 Mid Town

Tel + 61 3 9286 6000 Fax + 61 3 9629 8488

**Our ref - 190/374/1642364 Contact - Nicholas Miller**

**Melbourne • Sydney • Brisbane • Perth • Canberra • Darwin**

**Table of Contents**

- 1. Preliminary ..... 3**
  - 1.1 Definitions and interpretation ..... 3
  - 1.2 Replaceable rules..... 3
  - 1.3 Company limited by guarantee ..... 3
- 2. Principal Purpose ..... 3**
- 3. Non-Profit ..... 4**
- 4. Deductible Gift Recipient and Income Tax Exempt Entity ..... 4**
  - 4.1 Deductible Gift Recipient ..... 4
  - 4.2 Income Tax Exempt Entity..... 4
- 5. Gift Fund..... 4**
  - 5.1 Establishment..... 4
  - 5.2 Name of Gift Fund ..... 4
  - 5.3 Sponsorships, raffles and membership fees etc ..... 4
  - 5.4 Use and Records..... 5
  - 5.5 Receipts ..... 5
  - 5.6 Winding up of Gift Fund..... 5
- 6. Membership..... 5**
  - 6.1 Admission of new Members..... 5
  - 6.2 Membership not transferable ..... 6
  - 6.3 Further information ..... 6
  - 6.4 Determination of Directors ..... 6
  - 6.5 Entrance fee ..... 6
  - 6.6 Notification of acceptance..... 6
  - 6.7 Certificates ..... 6
- 7. Fees and Levies ..... 6**
  - 7.1 Fees ..... 6
  - 7.2 Levies..... 6
  - 7.3 Different fees or levies payable..... 7
- 8. Variation of Members' rights ..... 7**
  - 8.1 Consent or special resolution of Members in class ..... 7
  - 8.2 Rules applying to meeting of class Members..... 7
- 9. Cessation of membership ..... 7**
  - 9.1 Resignation ..... 7
  - 9.2 Non-payment of fees levies ..... 7
  - 9.3 Non-compliance with Constitution or misconduct..... 7
  - 9.4 Cessation of membership ..... 8
  - 9.5 Continuing rights, liabilities, etc..... 8
- 10. Proceedings of Members ..... 8**
  - 10.1 Written resolutions of Members ..... 8
  - 10.2 Who can call meetings of Members ..... 9
  - 10.3 Annual General Meeting ..... 9
  - 10.4 How to call meetings of Members ..... 9
  - 10.5 Right to attend meetings..... 9
  - 10.6 Meeting at more than one place ..... 10
  - 10.7 Quorum ..... 10

10.8	Chairperson.....	11
10.9	General conduct of meetings.....	11
10.10	Resolutions of Members.....	11
10.11	Polls.....	11
10.12	Adjourned, cancelled and postponed meetings.....	12
10.13	Number of votes.....	13
10.14	Objections to qualification to vote.....	13
10.15	Proxies and attorneys.....	14
<b>11.</b>	<b>Directors.....</b>	<b>15</b>
11.1	Number of Directors.....	15
11.2	Appointment of Directors.....	16
11.3	Vacation of office.....	16
11.4	Alternate Directors.....	16
11.5	Remuneration of Directors.....	17
11.6	Interests of Directors.....	18
<b>12.</b>	<b>Officers.....</b>	<b>19</b>
12.1	Managing Director.....	19
12.2	Secretary.....	19
12.3	Indemnity and insurance.....	20
<b>13.</b>	<b>Powers of the Company and Directors.....</b>	<b>20</b>
13.1	General powers.....	20
13.2	Execution of documents.....	21
13.3	Committees and delegates.....	21
13.4	Attorney or agent.....	21
<b>14.</b>	<b>Proceedings of Directors.....</b>	<b>22</b>
14.1	Written resolutions of Directors.....	22
14.2	Meetings of Directors.....	22
14.3	Who can call meetings of Directors.....	23
14.4	How to call meetings of Directors.....	23
14.5	Quorum.....	23
14.6	Chairperson.....	24
14.7	Resolutions of Directors.....	24
<b>15.</b>	<b>Auditor.....</b>	<b>25</b>
15.1	Appointment.....	25
15.2	Removal.....	25
15.3	Fees.....	25
<b>16.</b>	<b>Winding up of the Company.....</b>	<b>25</b>
<b>17.</b>	<b>Records.....</b>	<b>25</b>
17.1	Minutes.....	25
17.2	Financial Records.....	26
<b>18.</b>	<b>Notices.....</b>	<b>26</b>
18.1	Notice to Members.....	26
18.2	Notice to Directors.....	26
18.3	Notice to the Company.....	26
18.4	Time of service.....	27
	<b>Schedule 1 - Definitions and Interpretation.....</b>	<b>28</b>

# **Constitution of Bridge Builders Limited**

A Company Limited by Guarantee

---

## **1. Preliminary**

### **1.1 Definitions and interpretation**

Schedule 1 applies and forms part of this Constitution.

### **1.2 Replaceable rules**

The replaceable rules in the *Corporations Act* are displaced and do not apply to the Company.

### **1.3 Company limited by guarantee**

- (a) The Company is a company limited by guarantee.
- (b) The Company is taken to be registered in the State of Victoria.
- (c) The liability of the Members is limited.
- (d) Each Member undertakes to contribute an amount not exceeding \$10.00 to the property of the Company, in the event of the Company being wound up while he is a Member or within 1 year after he ceases to be a Member, for:
  - (i) payment of the debts and liabilities of the Company contracted before that person ceased to be a Member;
  - (ii) payment of the costs, charges and expenses of winding up the Company; and
  - (iii) adjustment of the rights of the contributories among themselves.

---

## **2. Principal Purpose**

- (a) The principal purpose of the Company is to operate as a not-for-profit community focused organisation committed to directly providing early intervention, prevention and relief programs to disadvantaged young people and their families who are at risk so as to realise their true potential.
- (b) Without limiting the generality of Article 2(a), the principal purpose includes the following specific purposes:
  - (i) to provide young people from poor and disadvantaged backgrounds with educational programs regarding health, substance abuse, child abuse, suicide, anger management and life skills;
  - (ii) to provide young people from poor and disadvantaged backgrounds with counselling, moral improvement and vocational training; and
  - (iii) to undertake any other altruistic and benevolent activities conducive to the achievement of the foregoing.

- (c) The Company must conduct its activities in furtherance of the Principal Purpose in Australia and for the benefit of persons in Australia.
- (d) Without limiting the generality of Article 2(c), the Company must at all times have a physical presence in Australia and, to that extent, must incur its expenditure and pursue the Principal Purpose principally in Australia.

---

### **3. Non-Profit**

The assets and income of the Company shall be applied solely in furtherance of the Principal Purpose and no portion shall be distributed directly or indirectly to the Members or Officers except as bona fide compensation for services rendered or expenses incurred on behalf of the Company.

---

## **4. Deductible Gift Recipient and Income Tax Exempt Entity**

### **4.1 Deductible Gift Recipient**

- (a) The Company must endeavour to become and remain a public benevolent institution and a Deductible Gift Recipient.
- (b) The Company must notify the Australian Taxation Office if it ceases to be entitled to be endorsed as a Deductible Gift Recipient. The Company must undertake reviews on a regular basis (e.g. annually) to assess the foregoing.

### **4.2 Income Tax Exempt Entity**

- (a) The Company must endeavour to become and remain an Income Tax Exempt Entity.
- (b) The Company must notify the Australian Taxation Office if there is a material change in the purposes or activities of the Company such that it ceases to be entitled to be endorsed as an Income Tax Exempt Entity. The Company must undertake reviews on a regular basis (e.g. annually) to assess the foregoing.

---

## **5. Gift Fund**

### **5.1 Establishment**

The Company shall establish and maintain a Gift Fund:

- (a) to which gifts of money or property for the Principal Purpose are to be made;
- (b) to which any money received by the Company because of such gifts is to be credited; and
- (c) that does not receive any other money or property.

For the purpose of establishing the Gift Fund, the Company may establish a separate bank account in the name of the Gift Fund.

### **5.2 Name of Gift Fund**

The name of the Gift Fund is the Bridge Builders Gift Fund.

### **5.3 Sponsorships, raffles and membership fees etc**

- (a) For the avoidance of doubt, money or property received by the Company in respect

of:

- (i) sponsorships, raffles, charity auctions, dinners and commercial activities;  
or
- (ii) membership fees and levies,

must not be made or credited to the Gift Fund.

- (b) If money or property is incorrectly made or credited to the Gift Fund, the money or property must be removed from the Gift Fund as soon as practicable.

## **5.4 Use and Records**

- (a) Subject to Article 5.4(d), the Company must use the following only for the Principal Purpose:
  - (i) gifts made to the Gift Fund; and
  - (ii) any money received because of such gifts. This includes the proceeds of sale of gifted property and investment returns (including interest and rents) from gifted money and property.
- (b) Details of the Gift Fund (including all uses referred to in Article 5.4(a)) must be properly recorded in records maintained by the Company.
- (c) Gifts of property to the Gift Fund must be specifically identified as gifts to the Gift Fund.
- (d) The Company may use the Gift Fund to pay for reasonable costs and expenses expressly relating to the administration of the Gift Fund.

## **5.5 Receipts**

The Company must issue a receipt to the donor of gifts to the Gift Fund. A receipt must state:

- (a) the name of the Gift Fund;
- (b) the ABN of the Company; and
- (c) the fact that the receipt is for a gift.

## **5.6 Winding up of Gift Fund**

- (a) If the Gift Fund is wound up or if the endorsement (if any) of the Company as a Deductible Gift Recipient is revoked, any surplus assets of the Gift Fund remaining after payment of liabilities attributable to it shall be transferred to a fund, authority or institution to which income tax deductible gifts can be made.
- (b) If the Company is wound up, Article 16 will apply.

---

# **6. Membership**

## **6.1 Admission of new Members**

- (a) Any natural person shall be eligible for membership of the Company.
- (b) Every applicant for membership of the Company (other than those specified in the Company's application for registration) shall execute and deliver to the Company an

application for membership in such form as the Directors may from time to time determine together with the entrance fee (if any) determined by the Directors.

- (c) The Board may admit an individual as a new Member.

## **6.2 Membership not transferable**

Membership of the Company shall not be transferable whether by operation of law or otherwise and all rights and privileges of membership of the Company shall cease upon a person ceasing to be a Member whether by resignation, death, winding up or otherwise.

## **6.3 Further information**

An applicant for membership of the Company shall provide in writing such other information in addition to that contained in the application as the Directors require.

## **6.4 Determination of Directors**

The Directors shall make a determination upon the admission or rejection of an applicant. In no case shall the Directors be required to give any reason for the rejection of any application.

## **6.5 Entrance fee**

The Directors may from time to time determine any entrance fee payable on application for membership of the Company and until so determined no entrance fee shall be payable.

## **6.6 Notification of acceptance**

- (a) When an applicant has been accepted for membership, the Secretary shall send to the applicant written notice of the applicant's acceptance and shall enter the applicant's name in the Register.
- (b) When an application is rejected, the Secretary shall send to the applicant written notice of such rejection and the entrance fee (if any) paid by such applicant shall be refunded to him in full.

## **6.7 Certificates**

- (a) A certificate of membership may be issued by the Company to any Member.
- (b) A certificate of membership shall remain the property of the Company and shall be returned to the Company on demand in writing by the Secretary..

---

# **7. Fees and Levies**

## **7.1 Fees**

Members shall pay annual membership fees and such other fees in such amounts and at such times as the Directors may from time to time determine.

## **7.2 Levies**

In order to provide additional funds required for the operation of the Company, the Directors may:

- (a) determine that levies are to be paid by Members; and
- (b) fix the amount and the dates for payment of such levies, but until so determined, no

levies shall be payable by Members.

### **7.3 Different fees or levies payable**

In determining fees or levies under this Article, the Directors may differentiate between classes of Members as to the amounts of fees or levies payable.

---

## **8. Variation of Members' rights**

### **8.1 Consent or special resolution of Members in class**

If at any time the membership of the Company is divided into different classes of Members, the rights attached to any class may, subject to the *Corporations Act*, be varied or abrogated unless otherwise provided by this Constitution or by the terms of grant of membership of that class:

- (a) with the consent in writing of three-fourths of the Members of that class; or
- (b) with the sanction of a special resolution passed at a separate meeting of those Members.

### **8.2 Rules applying to meeting of class Members**

- (a) The provisions from time to time contained in this Constitution concerning general meetings will apply, so far as they are capable of application and with the necessary changes, to every meeting held under Article 8.1 but so that the necessary quorum is two or more Members of that class or a proxy or attorney of such a Member.
- (b) Any Member of the class present in person or by proxy or attorney may demand a poll.

---

## **9. Cessation of membership**

### **9.1 Resignation**

A Member may resign as a Member on giving the Company notice in writing and such resignation shall be effective from the date of receipt of the notice by the Company.

### **9.2 Non-payment of fees levies**

If any fees or levies payable by a Member shall remain unpaid for a period of two calendar months after notice of a default is given to the Member by the Company, that Member may be debarred by resolution of the Directors from all privileges of membership (including the right to vote), provided that the Directors may reinstate the Member on payment of all arrears if the Directors think fit to do so.

### **9.3 Non-compliance with Constitution or misconduct**

- (a) If:
  - (i) a Member wilfully refuses or neglects to comply with the provisions of this Constitution; or
  - (ii) the conduct of a Member appears to a majority of the Board to be prejudicial to the interests of the Company,

the Board may, subject to this Article 9.3, by resolution censure, suspend or expel the Member from the Company.



- (b) Any Member who is a Director and whose conduct is being assessed by the Board under this Article 9.3 must not vote in his or her capacity as a Director on an expulsion resolution contemplated in Article 9.3(a).
- (c) A Member will be given at least 7 days notice of the meeting of the Board at which a resolution referred to in Article 9.3(a) is to be put.
- (d) A notice under Article 9.3(c) must:
  - (i) specify the allegations against the Member; and
  - (ii) state the proposed resolution.
- (e) Before the passing of any resolution referred to in Article 9.3(a), a Member will have the opportunity of giving orally, or in writing, any explanation or defence the Member may think fit at the meeting referred to in Article 9.3(a).

#### **9.4 Cessation of membership**

A person will cease to be a Member:

- (a) if the Member resigns in accordance with Article 9.1(a);
- (b) if the Member is expelled under Article 9.3; or
- (c) if that Member:
  - (i) dies;
  - (ii) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
  - (iii) becomes bankrupt or an official trustee, registered trustee, controlling trustee or official receiver is appointed in respect of the property, estate or affairs of the Member.

#### **9.5 Continuing rights, liabilities, etc**

- (a) The cessation of a Member's membership (whether by resignation or expulsion) shall not in any way prejudice, lessen or affect the rights, duties, liabilities and obligations of a Member whether they:
  - (i) arise under this Constitution or otherwise; and
  - (ii) are existing at the date of such termination or may arise or crystallise after that date out of or by reason of facts or circumstances occurring or in existence at or before that date.
- (b) Without limiting the generality of Article 9.5(a), cessation of a Member's membership shall not relieve a Member from any obligation to record or account for or pay any levies or fees referred to in Article 9.

---

## **10. Proceedings of Members**

### **10.1 Written resolutions of Members**

While the Company has only one Member, the Company may pass a resolution by that Member signing a record in writing of that resolution.

## **10.2 Who can call meetings of Members**

- (a) Subject to the *Corporations Act*, the Directors may call a meeting of Members at a time and place as the Directors resolve.
- (b) The Directors must call and arrange to hold a general meeting on the request of Members made in accordance with the *Corporations Act*.
- (c) The Members may call and arrange to hold a general meeting as provided by the *Corporations Act*.

## **10.3 Annual General Meeting**

- (a) The Company must hold an annual general meeting if required by, and in accordance with, the *Corporations Act*.
- (b) The business of an annual general meeting may include any of the following, even if not referred to in the notice of the meeting:
  - (i) the consideration of the annual financial report, director's report and auditor's report for the Company;
  - (ii) the election of Directors;
  - (iii) the appointment of the auditor of the Company; and
  - (iv) the fixing of the remuneration of the auditor of the Company.

## **10.4 How to call meetings of Members**

- (a) The Company must give not less than the Prescribed Notice of a meeting of Members.
- (b) Notice of a meeting of Members must be given to each Member, each Director, each Alternate Director and any auditor of the Company.
- (c) Subject to the Article 10.12(h), a notice of a meeting of Members must:
  - (i) 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);
  - (ii) state the general nature of the business of the meeting; and
  - (iii) set out or include any other information or documents specified by the *Corporations Act*.
- (d) A person may waive notice of any meeting of Members by notice in writing to the Company to that effect.
- (e) Subject to the *Corporations Act*, anything done (including the passing of a resolution) at a meeting of Members is not invalid simply because a person does not receive notice of the meeting or the Company accidentally does not give notice of the meeting to a person.

## **10.5 Right to attend meetings**

- (a) Each Member and any auditor of the Company is entitled to attend any meetings of Members.

- (b) Subject to this Constitution, each Director is entitled to attend and speak at all meetings of Members.

## **10.6 Meeting at more than one place**

- (a) A meeting of Members may be held in 2 or more places linked together by any technology that:
  - (i) gives the Members as a whole in those places a reasonable opportunity to participate in proceedings;
  - (ii) enables the chairperson to be aware of proceedings in each place; and
  - (iii) enables the Members in each place to vote on a show of hands and on a poll.
- (b) If a meeting of Members is held in 2 or more places under Article 10.6(a):
  - (i) a Member present at one of the places is taken to be present at the meeting; and
  - (ii) the chairperson of that meeting may determine at which place the meeting is taken to have been held.

## **10.7 Quorum**

- (a) A quorum for a meeting of Members is 2 Members entitled to vote at that meeting.
- (b) In determining whether a quorum for a meeting of Members is present:
  - (i) where more than one proxy or attorney of a Member is present, only one of those persons is counted;
  - (ii) where a person is present as a Member and as a proxy or attorney of another Member, that person is counted separately for each appointment provided that there is at least one other Member present; and
  - (iii) where a person is present as a proxy or attorney for more than one Member, that person is counted separately for each appointment provided that there is at least one other Member present.
- (c) A quorum for a meeting of Members must be present at all times during the meeting.
- (d) If a quorum is not present within 30 minutes after the time appointed for a meeting of Members:
  - (i) if the meeting was called under Article 10.2(b) or Article 10.2(c), the meeting is dissolved; and
  - (ii) any other meeting is adjourned to the date, time and place as the Directors may by notice to the Members appoint, or failing any appointment, to the same day in the next week at the same time and place as the meeting adjourned.
- (e) If a quorum is not present within 30 minutes after the time appointed for an adjourned meeting of Members, the meeting is dissolved.

## **10.8 Chairperson**

(a) The chairperson of Directors must (if present within 15 minutes after the time appointed for the holding of the meeting and willing to act) chair each meeting of Members.

(b) If at a meeting of Members:

(i) there is no chairperson of Directors;

(ii) the chairperson of Directors is not present within 15 minutes after the time appointed for the holding of a meeting of Members; or

(iii) the chairperson of Directors is present within that time but is not willing to chair all or part of that meeting,

the Directors present may, by majority vote, elect a person present to chair all or part of the meeting of Members.

(c) Subject to Article 10.8(a), if at a meeting of Members:

(i) a chairperson of that meeting has not been elected by the Directors under Article 10.8(b); or

(ii) the chairperson elected by the Directors is not willing to chair all or part of a meeting of Members,

the Members present must elect another person present and willing to act to chair all or part of that meeting.

## **10.9 General conduct of meetings**

(a) Subject to the *Corporations Act*, the chairperson of a meeting of Members is responsible for the general conduct of that meeting and for the procedures to be adopted at that meeting.

(b) The chairperson of a meeting of Members may delegate any power conferred by this Article to any person.

(c) The powers conferred on the chairperson of a meeting of Members under this Article 10.9 do not limit the powers conferred by law.

## **10.10 Resolutions of Members**

(a) Subject to the *Corporations Act*, a resolution is passed if more votes are cast in favour of the resolution by Members entitled to vote on the resolution than against the resolution.

(b) Unless a poll is requested in accordance with Article 10.11, a resolution put to the vote at a meeting of Members must be decided on a show of hands.

(c) A declaration by the chairperson of a meeting of Members that a resolution on a show of hands is passed, passed by a particular majority, or not passed, and an entry to that effect in the minutes of the meeting, are sufficient evidence of that fact, unless proved incorrect.

## **10.11 Polls**

(a) A poll may be demanded on any resolution at a meeting of Members except:

- (i) the election of a chairperson of that meeting; or
  - (ii) the adjournment of that meeting.
- (b) A poll on a resolution at a meeting of Members may be demanded by:
- (i) at least 5 Members present and entitled to vote on that resolution;
  - (ii) one or more Members present who are together entitled to at least 5% of the votes that may be cast on that resolution on a poll; or
  - (iii) the chairperson of that meeting.
- (c) A poll on a resolution at a meeting of Members may be demanded:
- (i) before a vote on that resolution is taken; or
  - (ii) before or immediately after the results of the vote on that resolution on a show of hands are declared.
- (d) A demand for a poll may be withdrawn.
- (e) A poll demanded on a resolution at a meeting of Members other than for the election of a chairperson of that meeting or the adjournment of that meeting must be taken in the manner and at the time and place the chairperson directs.
- (f) A poll demanded on a resolution at a meeting of Members for the election of a chairperson of that meeting or the adjournment of that meeting must be taken immediately.
- (g) The result of a poll demanded on a resolution of a meeting of Members is a resolution of that meeting.
- (h) A demand for a poll on a resolution of a meeting of Members does not prevent the continuance of that meeting or that meeting dealing with any other business.

## **10.12 Adjourned, cancelled and postponed meetings**

- (a) Subject to the *Corporations Act*, the chairperson:
- (i) may adjourn a meeting of Members to any day, time and place; and
  - (ii) must adjourn a meeting of Members if a majority of Members present at that meeting agree or direct the chairperson to do so. The chairperson may adjourn that meeting to any day, time and place.
- (b) No person other than the chairperson of a meeting of Members may adjourn that meeting.
- (c) The Company is only required to give notice of a meeting of Members resumed from an adjourned meeting if the period of adjournment exceeds the Prescribed Period.
- (d) Only business left unfinished is to be transacted at a meeting of Members resumed after an adjournment.
- (e) Subject to the *Corporations Act* and this Article 10.12, the Directors may at any time postpone or cancel a meeting of Members by giving notice not less than 5 Business Days before the time at which the meeting was to be held to each person

who is, at the date of the notice:

- (i) a Member;
  - (ii) a Director or Alternate Director; or
  - (iii) auditor of the Company.
- (f) A general meeting called under Article 10.2(b) must not be cancelled by the Directors without the consent of the Members who requested the meeting.
- (g) A general meeting called under Article 10.2(c) must not be cancelled or postponed by the Directors without the consent of the Members who called the meeting.
- (h) A notice under Article 10.12(c) of a meeting of Members resumed from an adjourned meeting and a notice postponing a meeting of Members must set out the place, date and time for the revised meeting (and if the revised meeting is to be held in 2 or more places, the technology that will be used to facilitate this).

### **10.13 Number of votes**

- (a) Subject to any special rights or restrictions for the time being attached to any class of Members:
- (i) on a show of hands at a general meeting, every person present who is eligible to vote has one vote; and
  - (ii) on a poll at a general meeting every Member present in person or by proxy or attorney has one vote.
- (b) In the case of an equality of votes on a resolution at a meeting of Members, the chairperson of that meeting has a casting vote on that resolution both on a show of hands and on a poll, in addition to any vote the chairperson of that meeting has in respect of that resolution.
- (c) Notwithstanding this Article 10, a Member will not be entitled to vote on any question, either personally, by proxy or by attorney at any general meeting, or on a poll if:
- (i) the Directors have so resolved pursuant to Article 9.2; and
  - (ii) such entitlement to vote has not been reinstated in accordance with Article 9.2.
- (d) A Member present at a meeting of Members is not entitled to vote on a resolution at that meeting where that vote is prohibited by the *Corporations Act* or an order of a court of competent jurisdiction.
- (e) The Company must disregard any vote on a resolution purported to be cast by a Member present at a meeting of Members where that person is not entitled to vote on that resolution.
- (f) The authority of a proxy or attorney for a Member to speak or vote at a meeting of Members is suspended while the Member is present in person at that meeting.

### **10.14 Objections to qualification to vote**

- (a) An objection to the qualification of any person to vote at a meeting of Members may only be made:

- (i) before that meeting, to the Directors; or
  - (ii) at that meeting (or any resumed meeting if that meeting is adjourned), to the chairperson of that meeting.
- (b) Any objection under Article 10.14(a) must be decided by the Directors or the chairperson of the meeting of Members (as the case may be), whose decision, made in good faith, is final and conclusive.

## 10.15 Proxies and attorneys

- (a) A Member, who is entitled to attend and cast a vote at a meeting of Members, may vote on a show of hands and on a poll:
  - (i) in person;
  - (ii) by proxy or, if the Member is entitled to cast two or more votes at the meeting, by not more than 2 proxies; or
  - (iii) by attorney or, if the Member is entitled to cast two or more votes at the meeting, by not more than 2 attorneys.
- (b) A proxy or attorney of a Member need not be a Member.
- (c) A Member may appoint a proxy or attorney for:
  - (i) all or any number of meetings of Members; or
  - (ii) a particular meeting of Members.
- (d) An instrument appointing a proxy is valid if it is signed by the Member making the appointment and contains:
  - (i) the name and address of that Member;
  - (ii) the name of the Company;
  - (iii) the name of the proxy or the name of the office of the proxy; and
  - (iv) the meetings of Members at which the proxy may be used.
- (e) The chairperson of a meeting of Members may determine that an instrument appointing a proxy is valid even if it contains only some of the information specified in Article 10.15(d).
- (f) An instrument appointing an attorney must be in a form as the Directors may prescribe or the chairperson of a meeting of Members may accept.
- (g) Subject to the *Corporations Act*, the decision of the chairperson of a meeting of Members as to the validity of an instrument appointing a proxy or attorney is final and conclusive.
- (h) Unless otherwise provided in the *Corporations Act* or in the appointment, a proxy or attorney may:
  - (i) agree to a meeting of Members being called by shorter notice than is required by the *Corporations Act* or this Constitution;
  - (ii) agree to a resolution being either or both proposed and passed at a

- meeting of Members of which notice of less than the Prescribed Period is given;
- (iii) speak on any resolution at a meeting of Members on which the proxy or attorney may vote;
  - (iv) vote at a meeting of Members (but only to the extent allowed by the appointment);
  - (v) demand or join in demanding a poll on any resolution at a meeting of Members on which the proxy or attorney may vote; and
  - (vi) attend and vote at any meeting of Members which is rescheduled or adjourned.
- (i) If the name of the proxy or the name of the office of the proxy in a proxy form of a Member is not filled in, the proxy of that Member is:
    - (i) the person specified by the Company in the form of proxy in the case the Member does not choose; or
    - (ii) if no person is so specified, the chairperson of that meeting.
  - (j) A Member may specify the manner in which a proxy or attorney is to vote on a particular resolution at a meeting of Members. The proxy must vote in accordance with those directions.
  - (k) An appointment of proxy or attorney for a meeting of Members is effective only if the Company receives the appointment (and any authority under which the appointment was signed or a certified copy of the authority) not less than 48 hours before the time scheduled for commencement of that meeting (or any adjournment of that meeting).
  - (l) Unless the Company has received notice in writing of the matter not less than 48 hours before the time scheduled for the commencement of a meeting of Members, a vote cast at that meeting by a person appointed by a Member as a proxy or attorney is, subject to this Constitution, valid even if, before the person votes:
    - (i) the Member ceases to be a Member;
    - (ii) that Member revokes the appointment of that person; or
    - (iii) that Member revokes the authority under which the person was appointed by a third party.

---

## **11. Directors**

### **11.1 Number of Directors**

- (a) The Company must have not less than 3, and not more than 6, Directors.
- (b) The Company in general meeting may by ordinary resolution alter the maximum or minimum number of Directors provided that the minimum is not less than 3.
- (c) Subject to this Article 11.1, the Directors must determine the number of Directors provided that the Directors cannot reduce the number of Directors below the number in office at the time that determination takes effect.
- (d) If the number of Directors is below the minimum fixed by this Constitution, the



Directors must not act except in emergencies, before appointing one or more directors in order to make up a quorum for a meeting of Directors, or to call and arrange to hold a meeting of Members.

## **11.2 Appointment of Directors**

- (a) The first Directors are the persons specified as directors in the application for the registration of the Company under the *Corporations Act*
- (b) Subject to Article 11.1, the Directors may appoint any person as a Director.
- (c) The Company in general meeting may by ordinary resolution appoint any person as a Director.
- (d) A Director need not be a Member.

## **11.3 Vacation of office**

- (a) A Director may resign from office by giving the Company notice in writing.
- (b) Subject to the *Corporations Act*, the Company in general meeting convened on Prescribed Notice may by ordinary resolution remove any Director, and if thought fit, appoint another person in place of that Director.
- (c) If the conduct or position of any Director is such that continuance in office appears to a majority of the Directors to be prejudicial to the interests of the Company, a majority of the Directors at a meeting of the Directors specially convened for that purpose may suspend that Director. Within 14 days of the suspension, the Directors will call a general meeting, at which the Members may either confirm the suspension and remove that Director from office in accordance with Article 11.3(b) or annul the suspension and reinstate that Director.
- (d) A Director ceases to be a Director if:
  - (i) the Director becomes of unsound mind or a person whose property is liable to be dealt with under a law about mental health;
  - (ii) the Director is absent without the consent of the Directors from all meetings of the Directors held during a period of 6 months and the other Directors resolve that his or her office be vacated;
  - (iii) the Director resigns or is removed under this Constitution;
  - (iv) the Director is an Executive Director and ceases to be an employee of the Company or of a related body corporate of the Company;
  - (v) the Director becomes an insolvent under administration;
  - (vi) becomes bankrupt or an official trustee, registered trustee, controlling trustee or official receiver is appointed in respect of the property, estate or affairs of the Director; or
  - (vii) the *Corporations Act* so provides.

## **11.4 Alternate Directors**

- (a) A Director may appoint a person as an alternate director of that Director for any period.

- (b) An Alternate Director need not be a Member.
- (c) The appointing Director may terminate the appointment of his or her Alternate Director at any time.
- (d) A notice of appointment, or termination of appointment, of an Alternate Director is effective only if:
  - (i) the notice is in writing;
  - (ii) the notice is signed by the Director who appointed that Alternate Director; and
  - (iii) the Company is given a copy of the notice.
- (e) If the Director who appointed an Alternate Director is not present at a meeting of Directors, that Alternate Director may, subject to this Constitution and the *Corporations Act*:
  - (i) attend, count in the quorum of, speak at, and vote at that meeting in place of that appointing Director; and
  - (ii) exercise any other powers (except the power under Article 11.4(a)) that the appointing Director may exercise.
- (f) An Alternate Director cannot exercise any powers of his or her appointing Director if that appointing Director ceases to be a Director.
- (g) A person does not cease to be a Director under Article 11.4(f) if that person retires as a Director at a meeting of Members and is re-elected as a Director at that meeting.
- (h) Subject to the Article 11.5(g), the Company is not required to pay any remuneration to an Alternate Director.
- (i) An Alternate Director is an officer of the Company and not an agent of his or her appointing Director.

## **11.5 Remuneration of Directors**

- (a) Subject to Article 3, the Company may pay to the Non-Executive Directors a maximum total amount of director's fees (excluding salaries or other employee benefits), determined by the Company in general meeting, or until so determined, as the Directors resolve.
- (b) The remuneration of the Non-Executive Directors must not be set as a commission on, or percentage of, profits or operating revenue.
- (c) The Directors may determine the manner in which all or part of the amount in Article 11.5(a) is divided between the Non-Executive Directors, or until so determined, the amount in Article 11.5(a) must be divided between the Non-Executive Directors equally.
- (d) The remuneration of the Non-Executive Directors is taken to accrue from day to day.
- (e) Subject to Article 3, the remuneration of the Executive Directors:
  - (i) must, subject to the provisions of any contract between each of them and

- the Company, be fixed by the Directors; and
- (ii) must not be set as a commission on, or percentage of, operating revenue.
- (f) Subject to Article 3, if a Director performs extra or special services, including being:
- (i) a member on a committee of Directors; or
  - (ii) the chairperson of Directors or deputy chairperson of Directors,
- the Company may, subject to the *Corporations Act* and this Article 11.5, pay additional remuneration or provide benefits to that Director as the Directors resolve.
- (g) Subject to Article 3, the Company must pay all reasonable travelling, accommodation and other expenses that a Director or Alternate Director properly incurs:
- (i) in attending meetings of Directors or any meetings of committees of Directors;
  - (ii) in attending any meetings of Members; and
  - (iii) in connection with the business of the Company.
- (h) Subject to the *Corporations Act* and Article 3, any Director may participate in any fund, trust or scheme for the benefit of:
- (i) past or present employees or Directors of the Company or a related body corporate of the Company; or
  - (ii) the dependants of, or persons connected with, any person referred to in Article 11.5(h)(i).
- (i) Subject to the *Corporations Act* and Article 3, the Company may give, or agree to give, a person a benefit in connection with that person's, or someone else's, retirement from a board or managerial office in the Company or a related body corporate of the Company.

## 11.6 Interests of Directors

- (a) A Director may:
- (i) hold an office or place of profit (except as auditor) in the Company, on any terms as the Directors resolve;
  - (ii) hold an office or otherwise be interested in any related body corporate of the Company or other body corporate in which the Company is interested; or
  - (iii) act, or the Director's firm may act, in any professional capacity for the Company (except as auditor) or any related body corporate of the Company or other body corporate in which the Company is interested,
- and retain the benefits of doing so if the Director discloses in accordance with the *Corporations Act* the interest giving rise to those benefits.
- (b) If a Director discloses the interest of the Director in accordance with the *Corporations Act*:

- (i) the Director may contract or make an arrangement with the Company, or a related body corporate of the Company or a body corporate in which the Company is interested, in any matter in any capacity;
- (ii) the Director may, subject to the *Corporations Act*, be counted in a quorum for a meeting of Directors considering the contract or arrangement;
- (iii) the Director may, subject to the *Corporations Act*, vote on whether the Company enters into the contract or arrangement, and on any matter that relates to the contract or arrangement;
- (iv) the Director may sign on behalf of the Company, or witness the affixing of the common seal of the Company to, any document in respect of the contract or arrangement;
- (v) the Director may retain the benefits under the contract or arrangement; and
- (vi) the Company cannot avoid the contract or arrangement merely because of the existence of the Director's interest.

---

## **12. Officers**

### **12.1 Managing Director**

- (a) The Directors may appoint one or more of themselves as a managing director, for any period and on any terms (including as to remuneration) the Directors resolve.
- (b) Subject to any agreement between the Company and a managing director, the Directors may remove or dismiss a managing director at any time, with or without cause.
- (c) The Directors may delegate any of their powers (including the power to delegate) to a managing director.
- (d) The Directors may revoke or vary:
  - (i) the appointment of a managing director; or
  - (ii) any power delegated to a managing director.
- (e) A managing director must exercise the powers delegated to him or her in accordance with any directions of the Directors.
- (f) The exercise of a power by a managing director is as effective as if the Directors exercised the power.
- (g) A person ceases to be a managing director if the person ceases to be a Director.

### **12.2 Secretary**

- (a) The first Secretary is the person specified in the application for registration of the Company as company secretary. The Company must have at least 1 Secretary.
- (b) The Directors may appoint one or more Secretaries, for any period and on any terms (including as to remuneration) the Directors resolve.
- (c) Subject to any agreement between the Company and a Secretary, the Directors may

remove or dismiss a Secretary at any time, with or without Cause.

- (d) The Directors may revoke or vary the appointment of a Secretary.
- (e) A Secretary must be a Member. If a Secretary ceases to be a Member, the person automatically ceases to be a Secretary.

### **12.3 Indemnity and insurance**

- (a) To the extent permitted by law, the Company must indemnify each Relevant Officer against:
  - (i) a Liability of that person; and
  - (ii) Legal Costs of that person.
- (b) To the extent permitted by law, the Company may make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person.
- (c) To the extent permitted by law, the Company may pay, or agree to pay, a premium for a contract insuring a Relevant Officer against:
  - (i) a Liability of that person; and
  - (ii) Legal Costs of that person.
- (d) To the extent permitted by law, the Company may enter into an agreement or deed with:
  - (i) a Relevant Officer; or
  - (ii) a person who is, or has been an officer of the Company or a subsidiary of the Company,under which the Company must do all or any of the following:
  - (iii) keep books of the Company and allow either or both that person and that person's advisers access to those books on the terms agreed;
  - (iv) indemnify that person against any Liability of that person;
  - (v) make a payment (whether by way of advance, loan or otherwise) to that person in respect of Legal Costs of that person; and
  - (vi) keep that person insured in respect of any act or omission by that person while a Relevant Officer or an officer of the Company or a subsidiary of the Company, on the terms agreed (including as to payment of all or part of the premium for the contract of insurance).

---

## **13. Powers of the Company and Directors**

### **13.1 General powers**

- (a) The Company may exercise in any manner permitted by the *Corporations Act* any power which a public company limited by guarantee may exercise under the *Corporations Act*.
- (b) The business of the Company is managed by or under the direction of the Directors.

- (c) The Directors may exercise all the powers of the Company except any powers that the *Corporations Act* or this Constitution requires the Company to exercise in general meeting.

## **13.2 Execution of documents**

- (a) If the Company has a common seal, the Company may execute a document if that seal is fixed to the document and the fixing of that seal is witnessed by:
  - (i) 2 Directors;
  - (ii) a Director and a Secretary; or
  - (iii) a Director and another person appointed by the Directors for that purpose.
- (b) The Company may execute a document without a common seal if the document is signed by:
  - (i) 2 Directors;
  - (ii) a Director and a Secretary; or
  - (iii) a Director and another person appointed by the Directors for that purpose.
- (c) The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with Article 13.2(a) or 13.2(b).
- (d) The Directors may resolve, generally or in a particular case, that any signature on certificates for securities of the Company may be affixed by mechanical or other means.
- (e) Negotiable instruments may be signed, drawn, accepted, endorsed or otherwise executed by or on behalf of the Company in the manner and by the persons as the Directors resolve.

## **13.3 Committees and delegates**

- (a) The Directors may delegate any of their powers (including this power to delegate) to a committee of Directors, a Director, an employee of the Company or any other person.
- (b) The Directors may revoke or vary any power delegated under Article 13.3(a).
- (c) A committee or delegate must exercise the powers delegated in accordance with any directions of the Directors.
- (d) The exercise of a power by the committee or delegate is as effective as if the Directors exercised the power.
- (e) Article 14 applies with the necessary changes to meetings of a committee of Directors.

## **13.4 Attorney or agent**

- (a) The Directors may appoint any person to be attorney or agent of the Company for any purpose, for any period and on any terms (including as to remuneration) the Directors resolve.

- (b) The Directors may delegate any of their powers (including the power to delegate) to an attorney or agent.
- (c) The Directors may revoke or vary:
  - (i) an appointment under Article 13.4(a); or
  - (ii) any power delegated to an attorney or agent.

---

## **14. Proceedings of Directors**

### **14.1 Written resolutions of Directors**

- (a) The Directors may pass a resolution without a meeting of the Directors being held if all the Directors entitled to vote on the resolution assent to a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document referred to in Article 14.1(a) may be used for assenting to by Directors if the wording of the resolution and the statement is identical in each copy.
- (c) A Director may signify assent to a document under this Article 14.1 by signing the document or by notifying the Company of the assent of the Director:
  - (i) in a manner permitted by Article 14.2(b); or
  - (ii) by any technology including telephone.
- (d) Where a Director signifies assent to a document under Article 14.1(c) other than by signing the document, the Director must by way of confirmation sign the document before or at the next meeting of Directors attended by that Director.
- (e) The resolution the subject of a document under Article 14.1(b) is not invalid if a Director does not comply with Article 14.1(d).

### **14.2 Meetings of Directors**

- (a) The Directors may meet, adjourn and otherwise regulate their meetings as they think fit.
- (b) A meeting of Directors may be held using any technology consented to by the Directors.
- (c) The consent of a Director under Article 14.2(b):
  - (i) may be for all meetings of Directors or for any number of meetings; and
  - (ii) may only be withdrawn by that Director within a reasonable period before a meeting of Directors.
- (d) If a meeting of Directors is held in 2 or more places linked together by any technology:
  - (i) a Director present at one of the places is taken to be present at the meeting unless and until the Director states to the chairperson of the meeting that the Director is discontinuing her or her participation in the meeting; and
  - (ii) the chairperson of that meeting may determine at which place the

meeting will be taken to have been held.

### **14.3 Who can call meetings of Directors**

- (a) A Director may call a meeting of Directors at any time.
- (b) On request of any Director, a Secretary of the Company must call a meeting of the Directors.

### **14.4 How to call meetings of Directors**

- (a) Notice of a meeting of Directors must be given to each Director and Alternate Director.
- (b) A notice of meeting of Directors must:
  - (i) 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); and
  - (ii) state the general nature of the business of the meeting.
- (c) The Company must give not less than 24 hours notice of a meeting of Directors, unless all Directors agree otherwise.
- (d) A Director or Alternate Director may waive notice of a meeting of Directors by notice in writing to the Company to that effect.

### **14.5 Quorum**

- (a) Subject to the *Corporations Act*, a quorum for a meeting of Directors is:
  - (i) if the Directors have fixed a number for the quorum, that number of Directors; and
  - (ii) in any other case, 2 Directors entitled to vote on a resolution that may be proposed at that meeting.
- (b) In determining whether a quorum for a meeting of Directors is present:
  - (i) where a Director has appointed an Alternate Director, that Alternate Director is counted if the appointing Director is not present;
  - (ii) where a person is present as Director and an Alternate Director for another Director, that person is counted separately provided that there is at least one other Director or Alternate Director present; and
  - (iii) where a person is present as an Alternate Director for more than one Director, that person is counted separately for each appointment provided that there is at least one other Director or Alternate Director present.
- (c) A quorum for a meeting of Directors must be present at all times during the meeting.
- (d) If there are not enough persons to form a quorum for a meeting of Directors, one or more of the Directors (including those who have an interest in a matter being considered at that meeting) may call a general meeting and the general meeting may pass a resolution to deal with the matter.



## 14.6 Chairperson

- (a) The Directors may elect a Director as chairperson of Directors or deputy chairperson of Directors for any period they resolve, or if no period is specified, until that person ceases to be a Director.
- (b) The Directors may remove the chairperson of Directors or deputy chairperson of Directors at any time.
- (c) The chairperson of Directors must (if present within 15 minutes after the time appointed for the holding of the meeting and will to act) chair each meeting of Directors.
- (d) If:
  - (i) there is no chairperson of Directors; or
  - (ii) the chairperson of Directors is not present within 15 minutes after the time appointed for the holding of a meeting of Directors; or
  - (iii) the chairperson of Directors is present within that time but is not willing to chair all or part of that meeting,

then if the Directors have elected a deputy chairperson of Directors, the deputy chairperson of Directors must (if present within 15 minutes after the time appointed for the holding of the meeting and will to act) chair all or part of the meeting of Directors.

- (e) Subject to Articles 14.6(c) and 14.6(d), if:
  - (i) there is no deputy chairperson of Directors; or
  - (ii) the deputy chairperson of Directors is not present within 15 minutes after the time appointed for the holding of a meeting of Directors; or
  - (iii) the deputy chairperson of Directors is present within that time but is not willing to chair all or part of that meeting,

the Directors present must elect one of themselves to chair all or part of the meeting of Directors.

- (f) A person does not cease to be a chairperson of Directors or deputy chairperson of Directors if that person retires as a Director at a meeting of Members and is re-elected as a Director at that meeting.

## 14.7 Resolutions of Directors

- (a) A resolution of Directors is passed if more votes are cast in favour of the resolution than against it.
- (b) Subject to Article 11.6 and this Article 14.7, each Director has one vote on a matter arising at a meeting of the Directors.
- (c) In determining the number of votes a Director has on a matter arising at a meeting of Directors:
  - (i) where a person is present as Director and an Alternate Director for another Director, that person has one vote as a Director and, subject to Article 11.4(e), one vote as an Alternate Director; and

- (ii) where a person is present as an Alternate Director for more than one Director, that person has, subject to Article 11.4(e), one vote for each appointment.
- (d) Subject to the *Corporations Act*, in case of an equality of votes on a resolution at a meeting of Directors, the chairperson of that meeting has a casting vote on that resolution in addition to any vote the chairperson has in his or her capacity as a Director in respect of that resolution.

---

## **15. Auditor**

### **15.1 Appointment**

- (a) Within 1 month after the day on which the Company is incorporated, the Directors must appoint, unless the Company at general meeting has appointed, a person or persons, a firm or firms, or a person or persons and a firm or firms, as auditor or auditors of the Company.
- (b) The Company must:
  - (i) at its first annual general meeting appoint a person or persons, a firm or firms, or a person or persons and a firm or firms, as auditor or auditors of the Company; and
  - (ii) at each subsequent annual general meeting, if there is a vacancy in the office of the auditor of the Company, appoint a person or persons, a firm or firms, or a person or persons and a firm or firms, to fill the vacancy.

### **15.2 Removal**

An auditor of the Company may be removed by resolution of the Company at a general meeting as provided in accordance with the *Corporations Act*, but not otherwise.

### **15.3 Fees**

The reasonable fees and expenses of an auditor of the Company are payable by the Company.

---

## **16. Winding up of the Company**

- (a) In the event of the Company being wound up, any surplus assets remaining after the payment of the Company's liabilities shall be transferred to another organisation in Australia which:
  - (i) is a public benevolent institution for the purposes of any Commonwealth taxation Act;
  - (ii) has purposes similar to the Principal Purpose; and
  - (iii) is not carried on for the purposes of profit or gain to its individual members.
- (b) If the Gift Fund is wound up, Article 5.6 will apply.

---

## **17. Records**

### **17.1 Minutes**

The Company must keep minute books in which it records within 1 month:

- (a) proceedings and resolutions of meetings of the Members;
- (b) proceedings and resolutions of Directors meetings (including meetings of a committee of directors);
- (c) resolutions passed by members without a meeting; and
- (d) resolutions passed by directors without a meeting.

## **17.2 Financial Records**

The Company must keep written financial records that:

- (a) correctly record and explain its transactions and financial position and performance; and
- (b) would enable true and fair financial statements to be prepared and audited.

---

## **18. Notices**

### **18.1 Notice to Members**

- (a) The Company may give notice to a Member:
  - (i) in person;
  - (ii) by sending it by post to the address of the Member in the Register or the alternative address (if any) nominated by that Member; or
  - (iii) by sending it to the fax number or electronic address (if any) nominated by that Member.
- (b) If the address of a Member in the Register is not within Australia, the Company must send all documents to that Member by air-mail, air courier or by fax.
- (c) Any notice required or allowed to be given by the Company to one or more Members by advertisement is, unless otherwise stipulated, sufficiently advertised if advertised once in a daily newspaper circulating in the states and territories of Australia.

### **18.2 Notice to Directors**

The Company may give notice to a Director or Alternate Director:

- (a) in person;
- (b) by sending it by post to the usual residential address of that person or the alternative address (if any) nominated by that person;
- (c) by sending it to the fax number or electronic address (if any) nominated by that person; or
- (d) by any other means agreed between the Company and that person.

### **18.3 Notice to the Company**

A person may give notice to the Company:

- (a) by leaving it at the registered office of the Company;

- (b) by sending it by post to the registered office of the Company;
- (c) by sending it to the fax number at the registered office of the Company;
- (d) by sending it to the electronic address (if any) nominated by the Company for that purpose; or
- (e) by any other means permitted by the *Corporations Act*.

#### **18.4 Time of service**

- (a) A notice sent by post to an address within Australia is taken to be given:
  - (i) in the case of a notice of meeting, one Business Day after it is posted; or
  - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- (b) A notice sent by post or air-mail to an address outside Australia is taken to be given:
  - (i) in the case of a notice of meeting, 3 Business Days after it is posted; or
  - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- (c) A notice sent by air courier to a place outside Australia is taken to be given 5 Business Days after delivery to the air courier.
- (d) A notice sent by fax is taken to be given on the Business Day it is sent, provided that the sender's transmission report shows that the whole notice was sent to the correct fax number.
- (e) The giving of a notice by post, air-mail or air courier is sufficiently proved by evidence that the notice:
  - (i) was addressed to the correct address of the recipient; and
  - (ii) was placed in the post or delivered to the air courier.
- (f) A certificate by a Director or Secretary of a matter referred to in Article 18.4(e) is sufficient evidence of the matter, unless it is proved to the contrary.

## Schedule 1 - Definitions and Interpretation

---

### 1. Definitions

In this Constitution:

"**ABN**" means Australian Business Number.

"**Alternate Director**" means a person for the time being holding office as an alternate director of the Company under Article 11.4.

"**Board**" means the board of directors from time to time.

"**Business Day**" means a day except a Saturday, Sunday or Public Holiday.

"**Chairperson**" means the person appointed under Article 10.8.

"**Company**" means the company named above whatever its name may be from time to time.

"*Corporations Act*" means the *Corporations Act 2001 (C'th)*.

"**Deductible Gift Recipient**" has the meaning given to it by the *Income Tax Assessment Act 1997 (C'th)*.

"**Director**" means a director of the Company for the time being.

"**Executive Director**" means a Director who is an employee (whether full-time or part-time) of the Company or of any related body corporate of the Company.

"**Gift Fund**" means a fund maintained for the Principal Purpose in accordance with section 30-125 of the *Income Tax Assessment Act 1997 (C'th)*.

"**Income Tax Exempt Entity**" means an entity endorsed as exempt from income tax under Subdivision 50-B of the *Income Tax Assessment Act 1997 (C'th)*.

"**Legal Costs**" of a person means legal costs incurred by that person in defending an action for a Liability of that person, but does not include legal costs incurred:

- (a) in defending or resisting criminal proceedings in which the person is found guilty;
- (b) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established; or
- (c) in connection with proceedings for relief to the person under the *Corporations Act* in which the court denies the relief.

"**Liability**" of a person means any liability incurred by that person, in his or her capacity as an Officer, to another person (other than the Company or a related body corporate of the Company), but does not include any liability which arises out of conduct involving a lack of good faith or is a liability for a pecuniary penalty order under section 1317G or a compensation order under section 1317H.

"**Member**" means a person who is a member of the Company pursuant to the *Corporations Act*.

"**Non-Executive Directors**" means all Directors other than Executive Directors.

"**Officer**" has the meaning given in section 9 of the *Corporations Act*.

"**Prescribed Notice**" means the Prescribed Period or any shorter period of notice for a meeting allowed under the *Corporations Act*.

"**Prescribed Period**" means 21 days.

"**Principal Purpose**" means the purpose described in Article 2(a).

"**Register**" means the register of Members kept under the *Corporations Act*.

"**Relevant Officer**" means a person who is, or has been, a Director or Secretary.

"**Secretary**" means the secretary for the time being of the Company.

---

## 2. Interpretation

- (a) In this Constitution:
- (i) a reference to a meeting of Members includes a meeting of any class of Members;
  - (ii) a Member is taken to be present at a meeting of Members if the Member is present in person or by proxy or attorney; and
  - (iii) a reference to a notice or document in writing includes a notice or document given by fax or another form of written communication.
- (b) In this Constitution, headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:
- (i) words importing the singular include the plural (and vice versa);
  - (ii) words indicating a gender include every other gender;
  - (iii) the word "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
  - (iv) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
  - (v) the word "includes" in any form is not a word of limitation.
- (c) Unless the context indicates a contrary intention, in this Constitution:
- (i) a reference to an Article or a Schedule is to an article or a schedule of this Constitution;
  - (ii) a reference in a Schedule to a paragraph is to a paragraph of that Schedule;
  - (iii) a Schedule is part of this Constitution; and
  - (iv) a reference to this Constitution is to this Constitution (and where applicable any of its provisions) as modified or repealed from time to time.
- (d) Unless the context indicates a contrary intention, in this Constitution, a reference to any statute or to any statutory provision includes any statutory modification or re-

enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it.

- (e) Unless the context indicates a contrary intention:
  - (i) an expression in a provision of this Constitution that deals with a matter dealt with by a provision of the *Corporations Act* has the same meaning as in that provision of the *Corporations Act*; and
  - (ii) an expression in a provision of this Constitution that is defined in section 9 of the *Corporations Act* has the same meaning as in that section.

---

### **3. Exercise of powers**

Where this Constitution confers a power or imposes a duty, then, unless the contrary intention appears, the power may be exercised and the duty must be performed from time to time as the occasion requires.

---

### **4. Severing invalid provisions**

If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that does not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
- (d) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Constitution.

The following persons, being the persons who consented to become a member of the Company in the application for the registration of the Company, agree to the terms of this Constitution.

---

**Name**

**Signature**

---

---

**DATE:**

2002