



Variety - The Children's Charity of Victoria

Constitution

Table of contents

1	<u>Nature of company and liability</u>	6
	<u>Nature of Company</u>	6
	<u>Liability of Members and guarantee on winding up</u>	6
2	<u>Objects</u>	6
	<u>Objects of the Company</u>	6
	<u>Restrictions</u>	6
	<u>Application of income and property to objects</u>	7
3	<u>Membership</u>	7
	<u>Membership</u>	7
	<u>Application for membership</u>	7
	<u>Form of application</u>	7
	<u>Admission to Membership</u>	7
	<u>Members</u>	8
	<u>Membership rights not transferable</u>	8
	<u>Register of Members</u>	8
4	<u>Application fee and annual donation</u>	8
	<u>Membership Application fee</u>	8
	<u>Annual donation</u>	8
	<u>Unpaid annual donations</u>	9
5	<u>Removal and cessation of membership</u>	9
	<u>Resignation</u>	9
	<u>Other cessation of membership</u>	9
	<u>Removal from Membership</u>	9
	<u>Liabilities of former Members</u>	10
6	<u>Disciplining Members</u>	10
	<u>Disciplining of Members</u>	10
	<u>Right of Appeal of Disciplined Member</u>	10
7	<u>No profits for members</u>	11
	<u>Transfer of income or property</u>	11
	<u>Payments, services and information</u>	11

<u>Remuneration</u>	11
8 <u>General meetings</u>	11
<u>Convening of meetings by Crew</u>	11
<u>Convening of meetings by Members</u>	11
<u>Notice of general meeting</u>	11
<u>Cancellation of general meetings</u>	12
<u>Business at general meeting</u>	12
<u>Quorum at general meetings</u>	12
<u>Quorum at adjourned general meetings</u>	12
<u>Powers and duties of Chief Barker</u>	12
<u>Adjournment of meetings</u>	13
<u>Voting at the general meeting</u>	13
<u>Voting on show of hands</u>	13
<u>Demand for a poll</u>	13
<u>Voting rights of Members</u>	14
<u>Vote of the Chairperson at general meetings</u>	14
<u>Objections to voter qualification</u>	14
<u>Mode of meeting for Members</u>	14
<u>Resolution in writing</u>	14
<u>Form of resolution in writing</u>	14
9 <u>Proxies and representatives</u>	15
<u>Proxies and representatives of Members</u>	15
<u>Appointment of proxies</u>	15
<u>Authority of proxies</u>	15
<u>Verification of proxies</u>	15
<u>Validity of proxies</u>	15
<u>Revocation of appointment of proxy</u>	15
10 <u>Appointment and retirement of the Crew</u>	16
<u>The office-holders</u>	16
<u>Number of Crew Members</u>	16
<u>Qualifications of Crew Members</u>	16
<u>Appointment of Chief Barker and Dough Guy</u>	16
<u>Role of Dough Guy</u>	16
<u>Retirement of Crew Members</u>	17

<u>Election of Crew Members</u>	17
<u>Casual vacancies</u>	17
<u>Removal from office</u>	18
<u>Vacation of office</u>	18
11 <u>Crew remuneration</u>	18
<u>Crew fees</u>	18
<u>Payment for services</u>	18
<u>Payment must be in good faith</u>	18
12 <u>Powers of the Crew</u>	18
13 <u>Proceedings of the Crew</u>	19
<u>Convening of Crew meetings</u>	19
<u>Notice of Crew meetings</u>	19
<u>Mode of meeting for the Crew</u>	19
<u>Quorum at Crew meetings</u>	19
<u>Voting at Crew meetings</u>	19
<u>Appointment of chairperson of the Crew</u>	19
<u>Chairperson’s vote at Crew meetings</u>	20
<u>Participation where Crew Member is interested</u>	20
<u>Delegation of powers to committee</u>	20
<u>Proceedings of committees</u>	20
<u>Validity of acts of Crew</u>	20
<u>Minutes</u>	20
<u>Resolution in writing</u>	20
<u>Form of resolution in writing</u>	21
<u>Appointment of Advisory Committee</u>	21
14 <u>Executive</u>	21
<u>Members of Executive</u>	21
15 <u>Alternate Crew Members</u>	21
<u>Appointment of alternate Crew Member</u>	21
<u>Powers of alternate Crew Member</u>	21
<u>Termination of appointment of alternate Crew Member</u>	22
16 <u>Secretary</u>	22
17 <u>Delegates to International Conventions</u>	22
18 <u>Indemnity and insurance</u>	22

<u>Indemnity</u>	22
<u>Insurance premiums</u>	22
19 <u>Seals and execution of documents</u>	23
<u>Custody of Seal</u>	23
<u>Execution of documents</u>	23
<u>Official seals</u>	23
20 <u>Gift Fund requirements</u>	23
<u>Establishment of Gift Fund</u>	23
<u>Accounting</u>	23
<u>Winding up or revocation of endorsement</u>	23
20A <u>Charitable Status</u>	24
21 <u>Surplus assets on winding up or dissolution</u>	24
22 <u>Accounts, audit and records</u>	24
<u>Accounts</u>	24
<u>Money Received</u>	24
<u>Audit</u>	24
<u>Rights of Inspection</u>	24
23 <u>Notices</u>	25
<u>Persons authorised to give notices</u>	25
<u>Method of giving notices</u>	25
<u>Addresses for giving notices to Members</u>	25
<u>Address for giving notices to the Company</u>	25
<u>Time notice of meeting is given</u>	25
<u>Time other notices are given</u>	26
<u>Proof of giving notices</u>	26
<u>Persons entitled to notice of meeting</u>	26
24 <u>Definitions and Interpretation</u>	26
<u>Definitions</u>	26
<u>Interpretation</u>	27
<u>References to the document</u>	28
<u>Replaceable rules</u>	28
<u>Application of Corporations Act</u>	28
<u>Exercise of powers</u>	28

Constitution
Corporations Act 2001
Public Company Limited by Guarantee
Variety - The Children's Charity of Victoria
ABN 80 145 257 414

1 Nature of company and liability

Nature of Company

1.1 The Company is a public company limited by guarantee incorporated under the Corporations Act.

Liability of Members and guarantee on winding up

1.2 The liability of the Members is limited.

1.3 Every Member undertakes to contribute \$100 to the assets of the Company if it is wound up while he or she is a Member, or within one year afterwards.

2 Objects

Objects of the Company

2.1 The Company has the following objects:

2.1.1 To raise funds to aid children in need, regardless of any race, colour or creed.

2.1.2 For the purpose of carrying out the object in clause 2.1.1:

(a) To raise money to further the aims of the Company and to secure sufficient funds for the purposes of the Company.

(b) To receive any funds and to distribute these funds in a manner that best attains the objects of the Company.

(c) To enter into any arrangements with any Government or authority that may seem conducive to the Company's objects and to obtain from any such Government or authority, any rights, privileges and concessions which the Company thinks it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

(d) To act as trustee of any trust which has been established for charitable purposes.

(e) To subscribe or guarantee money for charitable or benevolent objects.

(f) To make donations for charitable purposes.

2.1.3 To do all such things as are incidental or conducive to the attainment of all or any of the objects of the Company.

Restrictions

2.1A The Company must not engage in the carrying on of propaganda or otherwise attempting to influence legislation and must not participate in, nor intervene in any political campaign on behalf of any candidate for public office.

2.1 B The Company must not enter into, or purport to enter into, a contract on behalf or, for the benefit of, Variety International or any other member of Variety International which binds such party financially, other than with the written authority of such party.

Application of income and property to objects

2.2 Subject to clause 2.3, the income and property of the Company must only be used to further the objects of the Company set out in clause 2.1 and no part of that income or property may be paid or transferred, directly or indirectly, to any Member by way of dividend, bonus or otherwise.

2.3 Clause 2.2 does not prevent the Company from making a payment in good faith to a Member:

2.3.1 of reasonable and proper remuneration for services provided to the Company;

2.3.2 for goods supplied in the ordinary course of business; or

2.3.3 of reasonable and proper rent for premises let by a Member.

3 Membership

Membership

3.1 The Members are the initial Members as identified in the application for incorporation of the Company to the Australian Securities and Investments Commission and such other persons as the Company admits to membership in accordance with this Constitution.

3.2 Membership of the Company is open to individuals and corporations.

3.3 Members are known within the Company as "Barkers".

Application for membership

3.4 Every applicant for membership of the Company is required to:

3.4.1 be a person of legal age and good moral character, or a corporation with a track record of good corporate citizenship;

3.4.2 be proposed by an existing Member;

3.4.3 be seconded by another existing Member,

3.4.4 agree to a Police and Working with Children Check as may be determined by Crew from time to time. For clarity this requirement also applies to those person nominated as representing corporate members;

and be personally known to both the proposing and seconding Members.

Form of application

3.5 An application for membership must comply with the following requirements:

3.5.1 It must be in writing and in such form as prescribed by the Crew from time to time.

3.5.2 It must be signed by the applicant and the Members who nominated the applicant.

3.5.3 It must be accompanied by such documents or other evidence as to qualification for membership as the Crew determines from time to time.

3.5.4 It must be accompanied by an application fee determined in accordance with clause 4.1.

Admission to Membership

3.6 The Crew must consider the application for membership at the next meeting of the Crew after the receipt of an application for membership. The Crew must determine,

in its discretion, the admission or rejection of the applicant. To become a Member, an applicant must be approved by at least two-thirds of Crew Members who vote in respect of the application for the person or corporation.

3.7 In no circumstances will the Crew be required to give reasons for their decision to reject an application for membership

3.8 If an applicant is accepted for membership the Secretary must notify the applicant of their acceptance and request payment of the membership application fee as well as the first annual donation fee.

3.9 On payment of the membership application fee and annual donation fee, the applicant will become a Member.

3.10 If the membership application fee and first annual donation fee are not paid within 2 months of the applicant being notified of their acceptance as a Member, the Crew may, in their absolute discretion, cancel the acceptance of the applicant's application for membership.

Members

3.11 Members must do all of the following:

3.11.1 pay the application fee determined in accordance with clause 4.1;

3.11.2 in order to maintain Membership, pay the annual donation in accordance with clause 4.2; and

3.11.3 otherwise comply with this Constitution.

Membership rights not transferable

3.12 A right, privilege or obligation which a person has by reason of being a Member:

3.12.1 is not capable of being transferred or transmitted to another person; and

3.12.2 will terminate on cessation of that person's membership.

Register of Members

3.13 A register of the Members must be kept by the Secretary in accordance with the Corporations Act.

3.14 The following details must be entered in the Register in respect of each Member:

3.14.1 The full name of the Member (including the ACN of a corporate Member).

3.14.2 The address, telephone and facsimile number, if any, of the Member.

3.14.3 The date of admission to and cessation of Membership.

3.14.4 The date of last payment of the Member's annual donation fee.

3.14.5 In the case of a Member other than an individual the full name, address and facsimile number, if any, of its corporate representative.

3.14.6 Such other information as the Crew may require, from time to time.

3.15 Each Member must notify the Secretary in writing of any change in that person's name, address, telephone or facsimile number within one month after the change.

4 Application fee and annual donation

Membership Application fee

4.1 The application fee payable by each applicant for membership will be such amount as the Crew prescribes from time to time.

Annual donation

4.2 The annual donation payable by a Member will be such amount as the Crew prescribes from time to time.

4.3 All annual donations are due and payable on the first day of the Company's financial year or such other day as the Crew determines from time to time.

4.4 Every person, who, prior to agreeing to become a Member has paid their annual donation fee in accordance with clause 4.2 will not be liable to pay any further amount until the date that the next annual donation fee is due.

Unpaid annual donations

4.5 A Member ceases to be entitled to any of the rights or privileges of membership if their annual donation remains unpaid for two months after it becomes payable and a notice of such default is given to the Member by the Crew.

4.6 The rights or privileges of membership may be reinstated on payment of all arrears by the Member in circumstances where the Crew consider it appropriate to do so.

5 Removal and cessation of membership

Resignation

5.1 A Member who has paid all amounts required to be paid in respect of their membership may resign from membership by giving one month's written notice (or such other period as the Crew determine from time to time) to the Secretary.

5.2 The resignation of a Member is deemed to take effect on the expiration of the notice period required to be given under clause 5.1.

Other cessation of membership

5.3 A Member ceases to be a Member on any Termination Event occurring in respect of that Member.

Removal from Membership

5.4 The Crew may, at their discretion, convene a meeting to consider the removal of a Member from the Register if the person is no longer considered to be suitable for membership of the Company or has failed to comply with this Constitution.

5.5 The Crew do not have to give reasons for recommending the removal of any Member from the Register.

5.6 An ordinary resolution of the Crew is required to pass the necessary resolution to remove a Member under clause 5.4.

5.7 The Crew must provide a Member with at least one week written notice of their intention to remove the Member from the Register.

5.8 A Member will have the opportunity to give a verbal explanation or provide a written explanation of no longer than 500 words to the Crew as to why they should not be removed as a Member. Written representations must be received by the Secretary at least 24 hours before the meeting at which the resolution to remove the Member is to be considered.

5.9 A Member may also elect to have the question dealt with at a general meeting of the Company. If a Member so elects, the Company must call the general meeting and propose the resolution to remove the Member. The resolution must be passed by a majority of two-thirds of those Members present and voting at the meeting.

5.10 Where written representations are made and the Member requests that the representations be provided to other Members, the Company must do both of the following:

5.10.1 State, in any notice of the resolution given to Members, that the representations have been made.

5.10.2 Send a copy of the representations to every Member to whom the notice of

the meeting has been sent provided the representations are no longer than 500 words.

5.11 The requirements in clause 5.10 do not apply to the Company if the representations are received by it too late for it to satisfy those requirements.

5.12 If a copy of the representations is not sent because it was received late or due to the Company's default, the Member may, without affecting any right to be heard orally, require the representations to be read out at the meeting.

5.13 Copies of written representations received by a Member are not required to be sent or read out at the meeting if the Crew is satisfied on reasonable grounds that the rights conferred by clause 5.10 are being abused to secure publicity for defamatory matter.

Liabilities of former Members

5.14 A person or corporation who ceases to be a Member:

5.14.1 remains liable to pay to the Company any amounts that are due by it to the Company and unpaid as at the date they cease to be a Member; and

5.14.2 will not be considered by the Crew for readmission as a Member unless such amounts are paid in full.

6 Disciplining Members

Disciplining of Members

6.1 A complaint may be made by a Member that another Member:

6.1.1 has persistently refused or neglected to comply with this Constitution; or

6.1.2 has persistently and wilfully acted in a manner prejudicial to the interests of the Company.

6.2 On receiving such a complaint the Crew:

6.2.1 must cause notice of the complaint to be served on the Member concerned; and

6.2.2 must give the Member at least 14 days to make submissions to the Crew in connection with the complaint; and

6.2.3 must take into consideration any submissions made by a Member in connection with the complaint.

6.3 The Crew may, by resolution, remove the Member from the Company or suspend the Member from membership of the Company if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved.

6.4 If the Crew removes or suspends a Member, the Secretary must, within 7 days after the action is taken, cause written notice to be given to the Member of the reasons given by the Crew for having taken that action and of the Member's right of appeal under clause 6.6.

6.5 The removal or suspension of a Member will not take effect:

6.5.1 until the expiration of the period within which the Member is entitled to appeal against the resolution concerned; or

6.5.2 if within that period the Member exercises the right of appeal, unless and until the Company confirms the resolution under clause 6.10, whichever is the later.

Right of Appeal of Disciplined Member

6.6 A Member may appeal to the Company in general meeting against a resolution of the Crew to remove them as a Member within 7 days after notice of the resolution is served on the Member by lodging with the Secretary a notice to that effect.

6.7 The notice may, but need not be, accompanied by a statement of the grounds on

which the Member intends to rely on for the purpose of the appeal.

6.8 On receipt of a notice from a Member under clause 6.6, the Secretary must notify the Crew who will be required to convene a general meeting of the Company within 28 days after the date on which the Secretary received such notice.

6.9 At a general meeting of the Company convened under clause 6.8:

6.9.1 no business other than the question of the appeal may be transacted;

6.9.2 the Crew and the Member must be given the opportunity to state their respective cases orally or in writing of no more than 500 words; and

6.9.3 the Members' present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.

6.10 If at the general meeting the Company passes the special resolution in favour of the removal of the Member, the resolution will be confirmed.

6.11 If at the general meeting the Company does not pass the special resolution to remove the Member, the resolution is not confirmed and the Member will not be expelled or suspended.

7 No profits for members

Transfer of income or property

7.1 No income or property of the Company may be paid or transferred, directly or indirectly to any Member.

Payments, services and information

7.2 Nothing in this clause 7 prevents the payment in good faith of any of the following:

7.2.1 Remuneration to any officers or employees of the Company for services actually rendered to the Company.

7.2.2 An amount to any Member in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual course of business.

7.2.3 Reasonable and proper interest on money borrowed from any Member.

7.2.4 Reasonable and proper rent for premises let by any Member to the Company.

Remuneration

7.3 No remuneration or other benefit in money or money's worth will be paid or given by the Company to any Crew Member except reimbursement of out-of-pocket expenses.

8 General meetings

Convening of meetings by Crew

8.1 Any Crew Member may convene a general meeting.

Convening of meetings by Members

8.2 The Crew must call and arrange to hold a general meeting if required to do so under the Corporations Act.

Notice of general meeting

8.3 Subject to the provisions of the Corporations Act regarding the calling of meetings on shorter notice, at least 21 days' notice must be given of the Company's intention to hold a general meeting.

8.4 Written notice of a general meeting must specify the place, the day and the hour of the meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate the meeting, the general nature of the business to be transacted and any other matters as are required by the Corporations Act.

8.5 A notice of a general meeting may be given by any form of communication permitted by the Corporations Act.

8.6 The accidental omission to give notice of any general meeting to, or the non-receipt of a notice by, a person entitled to receive notice does not invalidate a resolution passed at the general meeting.

Cancellation of general meetings

8.7 The Crew may cancel a general meeting, other than a general meeting which they are required to convene and hold under the Corporations Act.

8.8 A meeting may only be cancelled in accordance with clause 8.7 if notice of the cancellation is given to all persons entitled to receive notice of the meeting at least two business days prior to the time of the meeting as specified in notice of meeting.

Business at general meeting

8.9 All business transacted at a general meeting of the Company, with the exception of the consideration of the Company's accounts and financial reports, the election of officers and other members of the Crew and the appointment of auditors (where necessary) will be special business.

Quorum at general meetings

8.10 Business may not be transacted at a general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.

8.11 Except as otherwise set out in this Constitution, a quorum of Members for the purposes of a general meeting will be such number of Members holding more than half of the total number of votes that may be cast at a general meeting in person, by proxy or by corporate representative.

8.12 If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the chairperson then:

8.12.1 If the meeting was convened by or on the requisition of Members, it must be dissolved.

8.12.2 Otherwise, it must stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Crew.

8.13 If a meeting has been adjourned to another time and place determined by the Crew, not less than 7 days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.

Quorum at adjourned general meetings

8.14 At the adjourned meeting three Members present is a quorum but if a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

Powers and duties of Chief Barker

8.15 The Chief Barker is entitled to preside as chairperson at every general meeting.

8.16 Where a general meeting is held and:

8.16.1 there is no Chief Barker; or

8.16.2 the Chief Barker is not present within 15 minutes after the time appointed for the holding of the meeting or the Chief Barker is unwilling to act,

the Crew must elect one of their number to be the chairperson and if no Crew Member is present or willing to act, then the Members present at the general meeting must elect one of their number to chair the meeting.

8.17 Subject to the terms of this Constitution dealing with adjournment of meetings, the ruling of the chairperson on all matters relating to the order of business, procedure and conduct of the general meeting is final and no motion of dissent from a ruling of the chairperson may be accepted.

8.18 The chairperson, in their discretion may expel any Member or Crew Member from a general meeting if the chairperson reasonably considers that the Member or Crew Member's conduct is inappropriate. Any of the following conduct may be considered inappropriate in a general meeting:

8.18.1 The use of offensive or abusive language which is directed to any person, object or thing.

8.18.2 Attendance at the meeting while under the influence of any kind of drug including but not limited to any alcoholic substance.

8.18.3 The use or consumption of any drug by a person at the meeting.

Adjournment of meetings

8.19 The chairperson may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting to another time and to another place.

8.20 The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.

8.21 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.

8.22 Except when a meeting is adjourned for 30 days or more, it is not necessary to give a notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting at the general meeting

8.23 Each Member may vote in person or by proxy, attorney or corporate representative.

Voting on show of hands

8.24 At a general meeting a resolution put to the vote of the meeting must be decided on a show of hands of the Members present and entitled to vote unless a poll is demanded before that vote is taken or before the result is declared or immediately after the result is declared.

8.25 If a poll is not duly demanded, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Demand for a poll

8.26 A poll may be demanded by either:

8.26.1 The chairperson;

8.26.2 At least three Members present in person or by proxy and entitled to vote on the resolution; or

8.26.3 Members with at least 5% of the votes that may be cast on the resolution on a poll.

8.27 The demand for a poll may be withdrawn.

8.28 The demand for a poll does not prevent the continuance of a meeting for the transaction of business other than the question on which a poll is demanded.

8.29 If a poll is duly demanded, it must be taken in the manner and, except as to the election of a chairperson or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll is demanded.

8.30 A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.

Voting rights of Members

8.31 On a show of hands every person present who is a Member shall have one vote.

8.32 On a poll every Member present in person or by proxy, attorney or representative shall have one vote.

8.33 A Member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by their attorney or by their trustee or by such other person as properly has the management of their estate, and any such attorney, trustee or other person may vote by proxy or attorney.

8.34 No Member shall be entitled to vote at any general meeting if their annual subscription is more than one month in arrears at the date of the meeting.

Vote of the Chairperson at general meetings

8.35 The chairperson of a general meeting is entitled to a second or casting vote.

Objections to voter qualification

8.36 No objection may be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.

8.37 An objection to the qualification of a voter must be referred to the chairperson, whose decision is final.

8.38 A vote not disallowed according to an objection as provided in this Constitution is valid for all purposes.

Mode of meeting for Members

8.39 A general meeting may be called or held using any technology consented to by all the Members. The consent may be a standing one.

8.40 A Member may only withdraw their consent within a reasonable period before the meeting. The Members may otherwise regulate their meetings as they think fit.

Resolution in writing

8.41 A resolution in writing signed by all Members, excluding Members who have been given leave of absence, is to be treated as a determination of the Members passed at a meeting of the Members duly convened and held.

Form of resolution in writing

8.42 A resolution in writing may consist of several documents in like form, each signed by one or more Members and if so signed it takes effect on the latest date on which a Member signs one of the documents.

8.43 If a resolution in writing is signed by a proxy of a Member, it must not also be signed by the appointing Member and vice versa.

8.44 In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of Members is to be treated as a resolution in writing and a document bearing a facsimile of a signature is to be treated as signed.

9 Proxies and representatives

Proxies and representatives of Members

- 9.1 At meetings of Members each Member entitled to vote may vote in person or by proxy or by attorney.
- 9.2 A Member which is a corporation may appoint an individual as its representative.
- 9.3 Subject to the terms of their appointment, a person attending as a proxy, or as the attorney of a Member, or as representing a corporation which is a Member has all the powers of a Member, except where expressly stated to the contrary.

Appointment of proxies

- 9.4 A Member may appoint another person as their proxy to attend and vote at a general meeting instead of the Member.
- 9.5 Only a Member may be appointed as a proxy, representative or attorney for another Member.
- 9.6 A document appointing a proxy must be in writing, in any form permitted by the Corporations Act and signed by the Member making the appointment.

Authority of proxies

- 9.7 A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where the document so provides, the proxy is not entitled to vote on the resolution except as specified in the document.
- 9.8 Except as expressly provided by the document appointing a proxy, an appointment of a proxy confers authority to do all things that the Member can do in respect of a general meeting, except that the proxy is not entitled to vote on a show of hands.

Verification of proxies

- 9.9 Before the time for holding the meeting or adjourned meeting at which a proxy proposes to vote, both of the following documents must be deposited with the Company:
 - 9.9.1 The document appointing the proxy.
 - 9.9.2 If the appointment is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of that authority.
- 9.10 Those documents must be either:
 - 9.10.1 Received at the Office, at a fax number at the Office or at another place, fax number or electronic address specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting.
 - 9.10.2 Produced to the chairperson of the meeting before the proxy votes.
- 9.11 If a general meeting has been adjourned, an appointment and any authority received by the Company at least 48 hours before the resumption of the meeting are effective for the resumed part of the meeting.

Validity of proxies

- 9.12 A proxy document is invalid if it is not deposited or produced prior to a meeting or a vote being taken as required by this Constitution.

Revocation of appointment of proxy

- 9.13 A vote given in accordance with the terms of a proxy document or power of attorney is valid despite the occurrence of any one or more of the following events if no intimation in writing of any of those events has been received by the Company at the Office 48 hours (or any shorter period as the Crew permit) before the commencement

of the meeting or adjourned meeting at which the document is used:

9.13.1 The previous death or unsoundness of mind of the Member.

9.13.2 The revocation of the instrument or of the authority under which the instrument was executed.

9.14 A proxy is not revoked by the Member attending and taking part in the meeting unless the Member actually votes at the meeting on a resolution for which the proxy is proposed to be used.

10 Appointment and retirement of the Crew

The office-holders

10.1 Unless otherwise determined in accordance with this Constitution, the Crew shall consist of at least 9 and no more than 11 Crew Members comprising the following:

10.1.1 a Chief Barker;

10.1.2 a Dough Guy; and

10.1.3 not less than 7 and not more than 9 other Crew Members.

Number of Crew Members

10.2 The Company may, by resolution, increase or reduce the number of Crew Members and may also determine in what rotation the increased or reduced number is to go out of office, provided that there are at least 5 Crew Members at all times.

10.3 Alternate Crew Members are not to be treated as Crew Members for the purpose of determining the minimum or maximum number of Crew Members holding office.

10.4 The Crew must, prior to the dispatch of the notice for each annual general meeting, determine the number of Crew Members that will comprise the Crew following that annual general meeting. The number determined by the Crew must be in accordance with the number of Crew Members required and/or permitted by clauses 10.1 and 10.2.

Qualifications of Crew Members

10.5 A person is only eligible for the appointment as a Crew Member if the person is a Member and has been for not less than 3 months, or by two thirds majority vote of the Crew.

Appointment of Chief Barker and Dough Guy

10.6 The Crew will be required to, within one week after the election of the Crew Members at the annual general meeting, elect from their number a Chief Barker and a Dough Guy to serve as office-holders of the Company. The Crew may determine the period for which the Chief Barker will hold office, but such period must not exceed two years.

10.7 A Chief Barker is the chairperson of the Crew and is required to have been a Member for at least 12 months prior to the date of their election by the Crew under clause 10.6.

10.8 If the office of the Chief Barker or Dough Guy becomes vacant, the Crew will be required to elect a new Chief Barker or a Dough Guy.

Role of Dough Guy

10.9 The Dough Guy will be responsible for the collection, holding and disbursement of all Company monies and for the maintenance of books and records for this purpose and will be a member of all Committees involving disbursements of funds.

10.10 All funds collected by the Dough Guy are required to be deposited into a bank

account nominated by the Crew within 3 days of receipt of such funds and any disbursements which are required to be made by the Dough Guy, are required to be made by cheque and signed by 1 Crew member and the Chief Executive or as determined by an express delegation by the Crew.

10.11 The Dough Guy may delegate any of his powers to any Member or sub-committee of the Company as he thinks appropriate, provided that such delegation is subsequently approved by Crew at a duly convened meeting.

10.12 The Dough Guy will be required to submit a report at each meeting of the Crew. This Report must include, amongst other things, a Statement of Assets and Liabilities as well as a Statement of Income and Expenditure. The Dough Guy is also required to present the Company each year with an audited Annual Statement made up to 30 September in accordance with the Corporations Act.

Retirement of Crew Members

10.13 At each annual general meeting of the Company each Crew Member who was not elected at the previous annual general meeting must retire from office.

10.14 A Crew Member retiring at an annual general meeting who is not disqualified by law from being reappointed is eligible for re-election and may act as a Crew Member throughout the meeting at which that Crew Member retires.

10.15 A Crew Member may retire from office by giving notice in writing to the Company of that Crew Member's intention to retire. A notice of resignation takes effect at the time which is the later of the time of giving the notice to the Company and the expiration of the period, if any, specified in the notice.

Election of Crew Members

10.16 The election of the Crew Members shall take place in the following manner:

10.16.1 A Crew Member will be elected from among the Company's Members.

10.16.2 Any two Members may nominate any other Member to serve as a Crew Member.

10.17 The nomination must be in writing and signed by the proposed Crew Member and the Members nominating the proposed Crew Member. The nomination must be lodged with the Secretary at least 14 days prior to the annual general meeting at which the election is to take place.

10.18 A list of the candidates' names in alphabetical order, together with the names of those Members who have nominated a Crew Member as well as the names of those Crew Members not eligible for re-election is required to be posted in a conspicuous place at the Office at least 7 days prior to the annual general meeting.

10.19 Each Member present at the annual general meeting shall be entitled to vote by secret ballot for any number of the proposed Crew Members not exceeding the number of vacancies.

10.20 In circumstances where there are less candidates nominated than the minimum number required to constitute the Crew, the Crew may fill the remaining vacancy with Members of their choice.

Casual vacancies

10.21 The Crew Members or the surviving Crew Member may at any time appoint a person to be a Crew Member, either to fill a casual vacancy or as an addition to the existing number of the Crew. The total number of Crew Members may not exceed the number fixed in accordance with this Constitution.

10.22 A Crew Member appointed under clause 10.21 holds office only until the next general meeting after the appointment and is then eligible for re-election.

Removal from office

10.23 The Company may by ordinary resolution remove a Crew Member from office and may by ordinary resolution appoint another person as a replacement.

Vacation of office

10.24 In addition to the circumstances in which the office of a Crew Member becomes vacant by virtue of the Corporations Act or another provision of this Constitution, the office of Crew Member become vacant if any of the following occurs:

10.24.1 If the Crew Member becomes an insolvent under administration.

10.24.2 If the Crew Member 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.

10.24.3 If the Crew Member is absent without the consent of the Crew from the meetings of the Crew held during a continuous period of six months and the Crew resolve that the office of that Crew Member be vacated.

10.24.4 If the Crew Member becomes prohibited from being a director by reason of an order made under the Corporations Act.

10.24.5 If the Crew Member resigns their office by notice in writing to the Company.

10.24.6 If the Crew Member holds any office of profit under the Company.

10.24.7 If the Crew Member ceases to be a Member.

10.24.8 If the Crew Member is directly or indirectly interested in any contract or proposed contract with the Company except as expressly provided for in Clause 7 of this constitution.

10.24.9 Where a conflict of interest exists, or appears to exist, as determined by a two thirds majority of the Crew.

11 Crew remuneration

Crew fees

11.1 Subject to clauses 11.2 and 11.3, the Crew Members are not entitled to any fees for their services as Crew Members.

Payment for services

11.2 Subject to clause 7.2, a Crew Member who is called upon to perform extra services or to make a special exertion or to undertake executive or other work for the Company beyond or outside of the Crew Member's ordinary duties or is engaged to provide any other service, may be paid a fee for those services, exertions or work.

11.3 The additional amount may be paid either by fixed sum or salary determined by the Crew.

Payment must be in good faith

11.4 Any payment made to a Crew Member by the Company under clause 11.2 must be made in good faith.

12 Powers of the Crew

12.1 Subject to this Constitution, the Crew may exercise all those powers of the Company as are not, by the Corporations Act or by this Constitution, required to be exercised by the Members in general meeting or otherwise.

12.2 The Crew may exercise all powers of the Company to borrow money and to mortgage or charge its property and to issue debentures and other securities whether outright

or as a security for any debt, liability or obligation of the Company, provided that the Crew do not obligate the Company to expend moneys beyond the amount of cash on hand together with that reasonably available during the incumbency of the Crew, unless such expenditure has been approved at a general meeting. The Company is required to give Members seven days' notice in writing of this meeting.

12.3 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company are required to be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by not less than two Crew Members or in such other manner as the Crew from time to time determines.

12.4 The Crew shall have the power at any time to invite any person to attend a meeting of the Crew.

13 Proceedings of the Crew

Convening of Crew meetings

13.1 The Crew may at any time, and a Secretary must on the requisition of a Crew Member, convene a meeting of the Crew.

13.2 The 5 former Chief Barkers:

13.2.1 whose terms have most recently expired; and

13.2.2 who have served as a Chief Barker for one year,

shall on providing notice to the current Chief Barker, be eligible to be invited by the current Chief Barker to attend Crew Meetings as a non-voting executive member.

Notice of Crew meetings

13.3 Notice of each meeting of the Crew must be given to each Crew Member at least 24 hours before the meeting or at another time determined by resolution of the Crew.

13.4 Despite this requirement, all Crew Members may waive in writing the required period of notice for a particular meeting and it is not necessary to give a notice of a meeting of the Crew to a Crew Member who is out of Australia or who has been given leave of absence.

Mode of meeting for the Crew

13.5 A Crew meeting may be called or held using any technology consented to by the Crew. The consent may be a standing one.

13.6 A Crew Member may only withdraw their consent within a reasonable period before the meeting.

13.7 The Crew may otherwise regulate their meetings as they think fit.

Quorum at Crew meetings

13.8 At a meeting of the Crew, the number of Crew Members whose presence is necessary to constitute a quorum of the Crew is at least a majority of the Crew Members.

13.9 All members of the Executive Committee shall be entitled to attend Crew Meetings.

Voting at Crew meetings

13.10 Questions arising at a meeting of the Crew must be decided by a majority of votes of Crew Members present and voting.

13.11 A decision of the majority is for all purposes a decision of the Crew.

Appointment of chairperson of the Crew

13.12 The Chief Barker is the chairperson of the Crew. If the Chief Barker is not present at

any meeting of the Crew, the Crew must elect a Crew Member to chair the meeting.

Chairperson's vote at Crew meetings

13.13 The chairperson has a second or casting vote at meetings of the Crew.

Participation where Crew Member is interested

13.14 A Crew Member may be present and may vote on a matter before the Crew if and to the extent that they are permitted to do so under the Corporations Act.

13.15 If there are not enough Crew Members to form a quorum as a result of a Crew Member having an interest which disqualifies them from voting then one or more of the Crew Members (including those who have the disqualifying interest in the matter) may call a general meeting of the Company and the general meeting may pass a resolution to deal with the matter.

Delegation of powers to committee

13.16 The Crew may delegate any of its powers and functions to one or more standing or ad hoc committees consisting of Crew Members or other persons as the Crew think fit to act. The Crew must appoint a chairperson for each committee. The Chief Barker will automatically be a member of all such committees.

13.17 Any committee formed will be required to conform to any regulation or direction that may be imposed by the Crew and will have the power to include any Member on such committee. The exercise of a power by a committee in accordance with this Constitution is to be treated as the exercise of that power by the Company.

13.18 All Members of such committees shall have one vote.

Proceedings of committees

13.19 Except as provided by a direction of the Crew, the meetings and proceedings of a committee formed by the Crew must be governed by the provisions of this Constitution, in so far as they are applicable, as if meetings and proceedings of the committee are meetings and proceedings of the Crew.

Validity of acts of Crew

13.20 All acts done by a meeting of the Crew or of a committee of Crew Members or by a person acting as a Crew Member are valid even if it is later discovered that there is a defect in the appointment of a person as a Crew Member or a member of the committee or that they or any of them were disqualified or were not entitled to vote.

Minutes

13.21 The Crew must cause minutes of all proceedings of general meetings, of meetings of the Crew and of committees formed by the Crew to be entered, within one month after the relevant meeting is held, in books kept for that purpose.

13.22 The Crew must cause all minutes, except resolutions in writing treated as determinations of the Crew, to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.

Resolution in writing

13.23 A resolution in writing signed by Crew Members constituting a quorum under clause 13.8 is to be treated as a determination of the Crew passed at a meeting of the Crew duly convened and held provided that all Crew Members have been provided with the proposed resolution in writing.

Form of resolution in writing

13.24 A resolution in writing may consist of several documents in like form, each signed by one or more Crew Members and if so signed it takes effect on the latest date on which a Crew Member signs one of the documents.

13.25 If a resolution in writing is signed by an alternate Crew Member, it must not also be signed by the appointor of the alternate Crew Member.

13.26 In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of Crew Members is to be treated as a resolution in writing and a document bearing a facsimile of a signature is to be treated as signed.

Appointment of Advisory Committee

13.27 The Crew may appoint one or more advisory committees consisting of such persons as the Crew think fit. Advisory committees shall include at least one current Crew member or the Chief Executive.

13.28 Such advisory committees will act in an advisory capacity only and will conform to any regulations or directions that may be imposed by the Crew.

13.29 The advisory committees will have the power to appoint any other person it considers necessary to assist it in the performance of its duties.

13.30 All members of such advisory committees will have one vote and questions arising at any meeting shall be determined by a majority of those votes present.

13.31 An advisory committee may meet and adjourn as it thinks proper.

14 Executive

Members of Executive

14.1 The Company will have an Executive which will consist of the following Crew Members:

- 14.1.1 Chief Barker;
- 14.1.2 Deputy Chief Barker/s
- 14.1.3 Dough Guy; and
- 4.1.4 Secretary.

14.2 The Executive shall have delegated responsibilities as determined by the Crew in an approved Policy and as modified from time to time.

15 Alternate Crew Members

Appointment of alternate Crew Member

15.1 A Crew Member may appoint a person to be an alternate Crew Member in the Crew Member's place, during the period that the Crew Member thinks fit.

15.2 The appointment of an alternate Crew Member must be in writing and signed by the Crew Member.

15.3 The appointment of an alternate Crew Member takes effect immediately on the signing of the notice of appointment by the Crew Member.

15.4 The alternate Crew Member must be a Member.

Powers of alternate Crew Member

15.5 Except as expressly provided in this Constitution, an alternate Crew Member is subject in all respects to the terms and conditions applying to the other Crew Member except for the provisions of this Constitution which relate to the election of Crew

Member, their fees and remuneration and the power to appoint an alternate Crew Member.

15.6 An alternate Crew Member has all of the following entitlements:

15.6.1 To perform all the duties of a Crew Member while the Crew Member who appointed the alternate Crew Member is not exercising or performing them.

15.6.2 To receive notice of meetings of the Crew.

15.6.3 To attend and vote at meetings of the Crew if the Crew Member who appointed the alternate Crew Member is not present.

Termination of appointment of alternate Crew Member

15.7 The appointment of an alternate Crew Member is immediately terminated if any of the following circumstances occurs:

15.7.1 The Crew Member who appointed the alternate Crew Member ceases for any reason to be a Crew Member.

15.7.2 The Crew Member who appointed the alternate Crew Member gives notice of termination of the appointment to the Company.

15.7.3 The Crew resolves to terminate the appointment after giving seven days' notice of intention to remove the alternate Crew Member to the Crew Member who appointed the alternate Crew Member.

16 Secretary

16.1 The Crew may appoint one or more Secretaries and may at any time terminate the appointment or appointments. The Crew may determine the terms and conditions of appointment of a Secretary, including remuneration.

16.2 Any one of the Secretaries may carry out any act or deed required by this Constitution, the Corporations Act or by any other statute to be carried out by the secretary of the Company.

17 Delegates to International Conventions

17.1 The Crew shall elect annually not less than two Members to represent the Company as delegates at the International Convention of Variety International.

18 Indemnity and insurance

Indemnity

18.1 Every Crew Member, auditor, Secretary and other officer of the Company may be indemnified by the Company out of the assets of the Company, to the fullest extent permitted by law, against a liability incurred by that person as an officer of the Company or a subsidiary of the Company, including without limitation legal costs and expenses incurred in defending an action.

Insurance premiums

18.2 The Company may pay the premium on a contract insuring a person who is or has been an officer of the Company to the fullest extent permitted by law.

19 Seals and execution of documents

Custody of Seal

- 19.1 If the Company has one, the Crew must provide for the safe custody of the Seal.
- 19.2 The Seal can only be used with authority of the Crew.

Execution of documents

- 19.3 The Company may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by any of the following:
 - 19.3.1 By two Crew Members.
 - 19.3.2 By a Crew Member and the Secretary.
 - 19.3.3 By a Crew Member and some other person appointed by the Crew for the purpose.
- 19.4 The Company may execute a document without the use of a seal if the document is signed by either of the following:
 - 19.4.1 By two Crew Members.
 - 19.4.2 By a Crew Member and a Secretary.

Official seals

- 19.5 The Company may have for use in place of the Seal outside the jurisdiction where the Seal is kept one or more official seals, to be used in accordance with procedures approved by the Crew.

20 Gift Fund requirements

Establishment of Gift Fund

- 20.1 At all times during which the Company operates a fund, authority or institution which is endorsed as a Deductible Gift Recipient, the company must maintain a gift fund (the **Gift Fund**) to which gifts to the company for the principal purpose of the fund, authority or institution are to be made subject to the following:
 - 20.1.1 any gifts received by the Company will be placed in a separate bank account;
 - 20.1.2 all gifts made to the Gift Fund must be separately identified and kept separately from any other funds of the Company; and
 - 20.1.3 the Gift Fund must operate otherwise in accordance with any applicable requirements to the Tax Act.

Accounting

- 20.2 The company must establish and maintain internal accounting policies exclusively for money, property and benefits received for the Gift Fund.
- 20.3 The company must ensure that proper books of account and other records are kept in respect of all receipts and payments and otherwise in relation to the Gift Fund.

Winding up or revocation of endorsement

- 20.4 On the earlier of:
 - 20.4.1 the winding up of the fund, authority or institution; and
 - 20.4.2 if the Company is endorsed as a Deductible Gift Recipient because of the fund, authority or institution, the revocation of that endorsement, any property whatsoever of the Gift Fund that remains after satisfaction of all debts and liabilities attributable to the Gift Fund, must be dealt with in the same manner as is described in clause 21.

20A Charitable Status

20.A.1 The company must not engage in any activity that may or will jeopardize the Company's charitable status or the status of any fund, authority or institute operated by the Company which is endorsed as a Deductible Gift Recipient.

21 Surplus assets on winding up or dissolution

21.1 Upon the winding up or dissolution of the Company, any remaining property after satisfaction of all debts and liabilities, will not be paid to or distributed among the Members, but will be given or transferred to some other institution or company which satisfies each of the following requirements:

21.1.1 It has objects similar to the objects of the Company.

21.1.2 It is capable of receiving income tax deductible gifts.

21.1.3 Its constituent documents prohibit the distribution of its income and property among its members on terms substantially to the effect of clause 7.

21.2 This is to be determined by the Members at or before the time of winding up or dissolution of the Company and, in default of any determination, by the Supreme Court of Victoria.

22 Accounts, audit and records

Accounts

22.1 The Crew must cause proper accounting and other records to be kept in accordance with the Corporations Act and the Charitable Fundraising Act. The Crew must distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) as required by the Corporations Act.

Money Received

22.2 All moneys received by the Company will be paid without deduction or commission into separate accounts at such financial institution as decided by the Crew from time to time.

22.3 All moneys received by the Company will be directly deposited to a bank account and shall not be deposited through a broker.

22.4 True and proper accounts will be kept in relation to money received and spent by the Company and of the property, credits and liabilities of the Company.

Audit

22.5 A registered company auditor must be appointed. The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the Corporations Act.

22.6 At least once every year, the accounts of the Company will be examined by one or more properly qualified Auditors who will report to the Members in accordance with the provisions of the Corporations Act.

Rights of Inspection

22.7 Subject to the Corporations Act the Crew can determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company are open to the inspection of Members other than Crew Members, and a Member other than a Crew Member does not have the automatic right to inspect any document of the Company except as provided by law or

authorised by the Crew or by the Company in general meeting.

22.8 If a Member requests in writing to the Crew to inspect the accounting records and other documents of the Company, such a request will not be unreasonably refused.

23 Notices

Persons authorised to give notices

23.1 A notice by either the Company or a Member in connection with this Constitution may be given on behalf of the Company or Member by a solicitor, director or company secretary of the Company or Member.

23.2 The signature of a person on a notice given by the Company may be written, printed or stamped.

Method of giving notices

23.3 In addition to the method for giving notices permitted by statute, a notice by the Company or a Member in connection with this Constitution may be given to the addressee by any of the following means:

23.3.1 By delivering it to a street address of the addressee.

23.3.2 By sending it by prepaid ordinary post (airmail if outside Australia) to a street or postal address of the addressee.

23.3.3 By sending it by facsimile or e-mail to the facsimile number or e-mail address of the addressee.

Addresses for giving notices to Members

23.4 The street address or postal address of a Member is the street or postal address of the Member shown in the Register.

23.5 The facsimile number or e-mail address of a Member is the number which the Member may specify by written notice to the Company as the facsimile number or email address to which notices may be sent to the Member.

23.6 If a person is entitled to a to a membership in consequence of the death or bankruptcy of a Member, until that person gives notice to the Company of an address for the giving of notices, the address of that person is the address of the deceased or bankrupt Member.

Address for giving notices to the Company

23.7 The street and postal address of the Company is the Office.

23.8 The facsimile number or e-mail address of the Company is the number which the Company may specify by written notice to the Members as the facsimile number or email address to which notices may be sent to the Company.

Time notice of meeting is given

23.9 A notice of meeting given in accordance with this Constitution is to be taken as given, served and received at the following times:

23.9.1 If delivered in writing to the street address of the addressee, at the time of delivery.

23.9.2 If it is sent by post to the street or postal address of the addressee, on the business day after posting.

23.9.3 If sent by facsimile or e-mail to the facsimile number or e-mail address of the addressee, at the time transmission is completed.

Time other notices are given

23.10 A notice given in accordance with this Constitution is to be taken as given, served and received at the following times:

23.10.1 If delivered in writing to the street address of the addressee, at the time of delivery.

23.10.2 If it is sent by post to the street or postal address of the addressee, on the 2nd (5th if outside Australia) business day after posting.

23.10.3 If sent by facsimile or e-mail to the facsimile number or e-mail address of the addressee, at the time transmission is completed.

Proof of giving notices

23.11 The sending of a notice by facsimile or e-mail and the time of completion of transmission may be proved conclusively by production of the relevant one of the following:

23.11.1 A transmission report by the facsimile machine from which the notice was transmitted which indicates that a facsimile of the notice was sent in its entirety to the facsimile number of the addressee.

23.11.2 A print out of an acknowledgment of receipt of the e-mail.

Persons entitled to notice of meeting

23.12 Notice of every general meeting must be given by a method authorised by this Constitution to all of the following persons:

23.12.1 Every Member.

23.12.2 Every Crew Member.

23.12.3 Every person (if any) entitled to a membership in consequence of the death or bankruptcy of a Member who, but for the Member's death or bankruptcy, would be entitled to receive notice of the meeting.

23.12.4 The auditor for the time being of the Company, if any.

23.12.5 Any other person entitled to receive notice of general meetings as provided in this Constitution.

23.13 No other person is entitled to receive notices of general meetings.

24 Definitions and Interpretation

Definitions

24.1 In this Constitution the following definitions apply:

Chair means the Chief Barker elected by the Company to be the chair from time to time.

Chief Barker means Chief Barker of the Company elected pursuant to clause 10.6.

Company means Variety Victoria, the children's charity ABN 19 340 913 579.

Corporations Act means the Corporations Act 2001 (Cth).

Crew means the board of directors of the Company.

Crew Member means any director of the Company.

Donation means the annual donation to the Company payable by a Member as determined by the Company in general meeting in accordance with clause 4.2.

Dough Guy means the honorary treasurer of the Company elected pursuant to clause 10.6.

Deductible Gift Recipient means a 'deductible gift recipient' within the meaning of section 30-227 of the Tax Act.

Executive means those Crew Members and office holders of the Company described

in clause 14.

Office means the registered office of the Company.

Register means the register of Members kept by the Company under the Corporations Act 2001.

Seal means, if the Company has one, the common seal of the Company.

Secretary means a person appointed to perform the duties of a secretary of the Company.

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

Termination Event means:

(a) If a Member is an individual, the death or bankruptcy of that Member or that Member becoming of unsound mind or becoming a person whose property is liable to be dealt with under a law about mental health.

(b) If a Member is a body corporate, the deregistration or other dissolution of that Member.

Variety International means the international charity organisation known as Variety International - the Children's Charity of which the Company is a member, having its headquarters in the USA.

Interpretation

24.2 In this Constitution, unless the context otherwise requires:

24.2.1 A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this Constitution.

24.2.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.

24.2.3 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Constitution.

24.2.4 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

24.2.5 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.

24.2.6 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.

24.2.7 A reference to dollars or \$ means Australian dollars.

24.2.8 References to the word 'include' or 'including' are to be construed without limitation.

24.2.9 A reference to a time of day means that time of day in the place where the Office is located.

24.2.10 A reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place where the Office is located.

24.2.11 Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.

24.2.12 A term of this Constitution which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

References to the document

24.3 A reference to this Constitution, where amended, means this Constitution as so amended.

Replaceable rules

24.4 Each of the provisions of the Corporations Act which would but for this clause apply to the Company as a replaceable rule within the meaning of the Corporations Act are displaced and do not apply to the Company.

Application of Corporations Act

24.5 The Corporations Act applies in relation to this Constitution as if it was an instrument made under the Corporations Act as in force on the day when this Constitution became the constitution of the Company.

Exercise of powers

24.6 Except as specifically contemplated to the contrary in this Constitution, the Company may, in any manner permitted by the Corporations Act exercise any power, take any action or engage in any conduct or procedure which under the Corporations Act a company limited by guarantee may exercise, take or engage in if authorised by this Constitution.