

CONSTITUTION OF

REMOUNT LTD

ACN 613 108 446

History of document

DATE 20 June 2016

Adopted by special resolution on: 20 June 2016

Amended (if relevant) on: 09 April 2019

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply to this document:

Act means Corporations Act 2001 (Commonwealth)

Alternate means an alternate Director appointed under rule 7.1

Appointer in relation to an Alternate, means the Director who appointed the alternate

Auditor means the Auditor of the Company as appointed by the Board from time to time

Board means the Directors acting collectively under this document

Company means the Company named in rule 2 of this document

Director means a person who is, for the time being, a Director of the Company including, where appropriate, an Alternate

Member means a person who is a member of the Company under Rule 15

Objects means the Objects of the Company as set out in Rule 3.1

Ordinary Resolution means a resolution passed at a meeting of members by a majority of votes cast by Members entitled to vote on the resolution

Public Fund has the meaning given in 5.2

Register means the register of Members kept as required by by sections 168 and 169

Secretary means, during the terms of that appointment, a person appointed as a Secretary of the Company in accordance with this document

Special Resolution has the meaning given in the Act

Tax Act means the Income Tax assessment Act 1997 (Commonwealth)

Voting Member in relation to a general meeting of Members, means a Member who has the right to be present and to vote on at least 1 item of business considered at the meeting

1.2 Interpretation of this Document

This rule 1.2 specifies the rules for interpreting this document, except where the context makes it clear that a rule is not intended to apply

- a) the headings are for convenience only and do not affect the interpretation of the document
- b) a reference to:
 - i. legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issues under it;
 - ii. a document (including this document), or a provision of a document (including a provision of this document), is to that document or provision as amended or replaced;
 - iii. a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
 - iv. anything (including a right, obligation or concept) includes each part of it; or
 - v. a rule is to a rule in this document
- c) a singular word includes the plural, and vice versa
- d) a word which suggest one gender includes any other gender
- e) if a word is defined, another part of speech of that word has a corresponding meaning
- f) if an example is given of anything (including a right, obligation or concept) such as by saying it includes something else, the example does not limit the scope of that thing
- g) the word "agreement" includes an undertaking or other binding arrangement or understanding whether or not in writing (unless the context specifies it must be in writing)
- h) a reference to something being "written" or "in writing" includes that thing being represented or reproduced in in any mode in a visible form
- i) a word (other than a word defined in rule 1.1) which is defined by the Act has the same meaning in this document where it relates to the same matters as the matters for which it is defined in the Act or the Tax Act
- j) unless otherwise provided, a reference to a Chapter, Part, Division, or a section is a reference to a Chapter, Part, Division or section of the Act

2 NAME OF THE COMPANY

The name of the Company is Remount Limited

3 OBJECTS

3.1 Objects of the Company are:

The Company is established to be a not-for-profit public benevolent institution whose principal activity and purpose will be the relief of social, mental and physical difficulties encountered by, and the advancement of health, education and social and public welfare of, current or previous service men and women, and their families (and other such similar beneficiaries, such as emergency services personnel). Specifically, the Company will provide relief and assistance to those struggling with social, mental or other health difficulties by undertaking the following (but not limited to):

- a) Primarily, providing horsemanship programs for the beneficiaries who are seeking to return to civilian life, or seeking a break from their active duties, and may be suffering effects of Post Traumatic Disorder or facing similar stresses related to their experiences
- b) Providing mentoring and networking programs through the horsemanship programs
- c) Seeking and receiving funds in any form including but not limited to grants, donations, gifts, sponsorships and bequests (in any form of property);
- d) Donations to other charitable organisations as the association deems appropriate in furtherance of its charitable purpose; and
- e) Any other activities deemed necessary in the furtherance of the above objects.

3.2 Limitations

Subject to Rule 5, the Company can only exercise the powers in section 124(1) to:

- a) carry out the Objects of the company
- b) do all things incidental or convenient in relation to the exercise of the power under rule 3.2 (a)

4 PUBLIC COMPANY

4.1 Public Company

The Company is a Public Company Limited by Guarantee

4.2 Limitation of Liability

- a) the liability of each member is limited
- b) each Member undertakes to contribute to the property of the Company, if the Company is wound up while the Member is a Member, or within one year after the Member ceases to be a Member, for payment of:
 - i. the Companies debts and liabilities;
 - ii. the costs charges and expenses of winding up; and
 - iii. for the adjustment of the rights of the contributions among themselves, such amount as maybe required, but not exceeding \$10

4.3 Replaceable Rules

The replaceable rules referred to in section 141 of the Act do not apply to the Company and are replaced set out by the rules set out in this document.

5 INCOME AND PROPERTY

5.1 Non-profit application of income and property

The assets and income of the organisation shall be applied solely in furtherance of the above mentioned objects and no portion shall be distributed directly or indirectly to the members of the organisation except as bona fide compensation for services rendered or expenses incurred on behalf of the organisation

5.2 Deductible Gift Fund

The Company may specifically endorse rules from time to time for the operation of a fund of which the Company will act as a trustee and which will be endorsed under division 30 of the Tax Act as a deductible Gift Recipient (Public Fund)

6 DIRECTORS

- 6.1 Number of Directors
- a) The number of Directors must not be less than 3 but no more than 8
 - b) Alternate Directors are not to be treated as Directors for the purposes of determining the minimum or maximum number of Directors holding office
 - c) Subject to the Act, the Company may, by ordinary resolution:
 - i. Increase or reduce the number of Directors
 - ii. Determine the procedure for the rotation of Directors in and out of Office
- 6.2 Appointment of Directors
- A person may, by resolution of the Directors or by Ordinary resolution, be appointed as a director to either fill a casual vacancy or in addition to the existing Directors but so that the total number of Directors does not exceed the number of Directors outlined in Rule 6.1
- 6.3 Term of appointment
- a) subject to the terms of this constitution:
 - i. no Director shall hold office for a period in excess of 4 years, or will until the end of the annual general meeting following the Directors appointment, whichever is the longer, without submitting themselves for re-election; and
 - ii. at each annual general meeting one third of the Directors or, if their number is not a multiple of three, then the number nearest to but not exceeding one third (or such number as is necessary to ensure compliance with rule 6.3 (a) must retire from office
 - b) the directors to retire at each annual general meeting are those directors who have been longest in office since last being re-elected. Between two or more Directors who were elected on the same day, the director to retire shall be decided by lot unless they otherwise agree.
 - c) A retiring Director shall be eligible for re-election without needing to give any prior notice of an intention to submit for re-election and shall hold office as a Director until the end of the meeting at which the Director retires
- 6.4 No member qualification
- A director need not be a member
- 6.5 Cessation of Directors appointment
- A person automatically ceases to be a Director if the person:
- a) is not permitted by the Act (or an order made under the Act) to be a Director
 - b) becomes disqualified from managing corporations under part 2D.6 and is not given permission or leave to manage the company under section 206F or 206G;
 - c) becomes of unsound mind or physically or mentally incapable of performing the functions of that office;
 - d) fails to attend three consecutive Board meetings (either personally or by alternate) over a continuous period of twelve months without leave of absence from the Board;
 - e) resigns by notice in writing to the company; or
 - f) is removed from office under rule 6.6
- 6.6 Removal from office
- Whether or not a Directors appointment was expressed to be for a specified period, the Company by ordinary resolution may remove a Director from office
- 6.7 Too few Directors
- If the number of Directors is reduced below the minimum required by rule 6.1, the Directors of the Board may;
- a) Appoint Directors up to that minimum number; and/or
 - b) Convene a meeting of members at which further Directors are appointed
- 6.8 Confirmation of appointment
- Any appointment of a Director under rule 6.7 (a) must be ratified by a simple majority at the next annual general meeting of the company
- 7 ALTERNATES**
- 7.1 Appointment of an alternative

A Director (other than an alternate) may appoint a person who is approved by the Board to act as an Alternate for a specified period or each time the Appointer is unable to attend a Board meeting or act as a Director

7.2 Alternate Directors

- a) an Alternate is entitled to notice of meetings of the Directors and, if the Appointer is not present at such meeting, is entitled to attend and vote in his or her stead
- b) An Alternate may exercise any powers that the Appointer may exercise and the exercise of any such power by the Alternate is deemed to be the exercise of the power by the Appointer
- c) An Alternate is not, in his or her capacity as an Alternate, entitled to receive notice of, or attend and vote at a meeting of members
- d) The appointment of an alternate may be terminated at any time by the Appointer, even if the period of the appointment of the Alternative has not expired, and terminates in any event if the Appointer vacates office as a Director
- e) An appointment, or termination of an appointment, of an Alternate is effected by a notice in writing signed by the Appointer and served on the Company

8 POWERS OF THE BOARD

8.1 Powers Generally

Except as otherwise required by the Act, any other applicable law, or this document, the Board:

- a) has the power to manage the business of the Company; and
- b) may exercise every right, power or capacity of the Company to the exclusion of the Company in general meeting

8.2 Exercise of Powers

- a) subject to the Act and to any other provisions of this Constitution, the business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and forming the Company, and may exercise all such powers of the Company as are not, by the Act or this Constitution, required to be exercised by the Company in general meeting of the Board or otherwise in accordance with the Rules 7, 9 or 13 (as the case may be)
- b) without limiting the generality of Rule 8.2, the Board may exercise all the powers of the Company to borrow money, to change any property or business of the Company and to issue debentures or give any security for a debt, liability or an obligation of the Company or of any other person

8.3 Executing negotiable instruments

The Board must decide the manner (including the use of facsimile signatures) in which negotiable instruments can be executed, accepted or endorsed for or on behalf of the Company. The Company may execute, accept or endorse negotiable instruments only in the manner for the time being decided by the Board

9 DELEGATION OF BOARD POWERS

9.1 Power to delegate

The board may delegate any of its own powers as permitted by section 198D

9.2 Power to revoke delegation

The Board may revoke a delegation previously made whether or not the delegation is expressed to be for a specified period

9.3 Terms of Delegation

- a) a delegation of powers under rule 9.1 may be made:
 - i. for a specified period or without a specified period; and
 - ii. on the terms (including power to further delegate) and subject to any restrictions the Board decides
- b) a document of delegation may contain the provisions for the protection and convenience of those who deal with the delegate that the Board thinks appropriate

9.4 Proceedings of the Committees

Subject to the terms on which a power of the Board is delegated to a Committee, the meetings and proceedings of Committees are, to the greatest extent practical, governed by the rule of this document which regulate the meetings and proceedings of the Board

10 DIRECTORS DUTIES AND INTERESTS

10.1 Compliance with Duties under the Act

Each Director must comply with the sections 180 to 183 (inclusive) of the Act

10.2 Director not disqualified from holding other Offices

A director is not disqualified by reason only of being a Director from:

- a) holding any office or place of profit or employment other than that of the Company's Auditor;
- b) being a member or creditor of any corporation (including the Company) or partnership other than the Auditor; or
- c) entering into an agreement with the Company

10.3 Disclosure of Interests

- a) a Director is not disqualified by their office from contracting in any capacity whatsoever
- b) a Director who has a material personal interest in a matter that relates to the affairs of the Company must give the other Directors notice of the interest unless section 191 or the document(s) related to the matter in question provides otherwise

10.4 Director interested in a Matter

If a Director has an interest in a matter that relates to the affairs of the Company, and the Director discloses the interest under section 191, or it is not required to be disclosed under section 191:

- a) subject to a resolution by the Board to the contrary, a Director who has a material personal interest must not:
 - i. be present while the matter is being considered at the meeting
 - ii. vote on the matter; or
 - iii. be counted in a quorum at the Board meeting in which the matter is considered;
- b) the Company may proceed with any transaction that relates to the interest and the Director may participate in the execution of any relevant document by or on behalf of the Company;
- c) the Director may retail benefits under the transaction even though the Director has the interest; and
- d) the Company cannot avoid the transaction merely because of the existence of the interest

If the interest is to be disclosed under section 191, rule 10.4 (c) applies only if it is disclosed before the transaction is entered into.

11 REMUNERATION OF DIRECTORS

- a) the Directors shall not be paid remuneration
- b) the Directors may be reimbursed for all expenses properly incurred in attending or in connection with their attendance at any meeting of the Company or of the Board or any Committee of Directors

12 OFFICERS INDEMNITY AND INSURANCE

12.1 Indemnity

- a) subject to the Act:
 - i. the Company, to the extent the person is not otherwise indemnified:
 - 1. must indemnify every Officer of the Company and every officer of the Companies wholly owned subsidiaries; and
 - 2. may indemnify the Company's Auditor,against a liability incurred as such an officer or auditor (other than to the Company or a related body Corporate of the Company), including a liability incurred as a result of the Company or wholly owned subsidiary of the Company appointing or nominating the officer as trustee or officer of another corporation, unless the liability arises out of conduct involving a lack of good faith; and
 - ii. the company may make a payment (whether by way of advance, loan or otherwise) in respect of legal costs incurred by an officer or auditor in defending an action for a liability incurred as such an officer or auditor or in resisting or responding to actions taken by a Government agency or a liquidator
- b) in relation to this rule 12.1, liability means a liability of any kind (whether actual or contingent, whether fixed or unascertained) and includes costs, damages and expenses incurred in connection with any investigation or enquiry by a Government agency or liquidator

12.2 Insurance

Subject to the Act, the Company may enter into, and pay premiums on, a contract of insurance in respect of any person

12.3 Former Officers

The indemnity in favour of officers under Rule 12.1 is a continuing indemnity. It applies in respect of all acts done by a person while an officer of the Company or one of its wholly owned subsidiaries, even the person is not an officer at the time the claim is made

12.4 Deeds

Subject to the Act, without limiting a persons rights under this Rule 12, the Company may enter into an agreement with a person who is or has been a Director or Officer of the Company or any of the Companys subsidiaries, to give effects to the rights of the person under this rule 12 on any terms and conditions that the Board thinks fit

13 BOARD MEETINGS

13.1 Convene Board Meetings

A Director at any time, and a Secretary must on request from a Director, convene a Board meeting

13.2 Notice of Board Meeting

The Convener of each Board meeting:

- a) must give reasonable notice of the meeting (and, if it is adjourned, of its resumption) individually to each Director and Alternate
- b) may give notice orally (including by telephone) or in writing

but failure to give notice to, or non receipt of notice by, a Director does not result in a Board meeting being invalid

13.3 Use of Technology

- a) a Board meeting may be held using any means of audio or audio-visual communication by which each Director participating can hear and be heard by each other Director participating or in any way permitted by section 248D
- b) a Board meeting held partly or solely by technology is treated as held at the place of which the greatest number of Directors present at the meeting is located, or if an equal number of Directors is located in two or more places, at the place where the Chair of the meeting is located

13.4 Chairing of Board meetings

The Board may elect a Director to chair its meetings and decide the period for which that Directors hold that office. If there is no Chair of Directors or the chair is not present at the time for which a Board meeting is called or is unwilling to act, the Directors present must elect a Director present to chair the meeting

13.5 Quorum

- a) at a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is such number as determined by the Board from time to time, unless so determined, is 3
- b) subject to the terms of this document, the fact that Director is in any way, directly or indirectly, interested in any matter arising for decision at a meeting of Directors does not prevent that Director from being counted in a quorum

13.6 Majority Decisions

A resolution of the Board must be passed by the majority of the votes cast by Directors entitled to vote at the resolution. The Chair of the Board meeting does not have a second or casting vote. If an equal number of votes are cast for and against a resolution, the matter is decided in the negative

13.7 Written resolution

If all the Directors entitled to receive notice of a Board meeting and to vote on the resolution sign a document containing a statement that they are in favor of the resolution set out in the document, a Board resolution in those terms is passed at the time when the last Director signs

13.8 Valid Proceedings

Each resolution or thing done by, of with the participation of a person acting as a Director is valid even if it is later discovered that:

- a) there was a defect of the appointment in the person; or
- b) the person was disqualified from continuing in office, voting on the resolution or doing the thing

14 AUDITOR

- a) the Company must appoint an Auditor and provide assistance to the Auditor in accordance with the Act
- b) the Auditor will not have any affiliation or interest in the Company nor any affiliation with the actual or potential supplier of goods and services, recipient of grant funds or an organisation with competing or conflicting objectives

15 MEMBERSHIP

15.1 Application for membership

A person shall become a member of the Company upon making application to be a Member and upon such application being approved by the Board;

- a) the applicant must execute and deliver to the Company an application for membership in such a form as determined by the Directors from time to time
- b) the Board may admit to Membership as affiliate members, societies or organisations from time to time
- c) the Board may admit to membership, Foundation Members, Sponsor Members or Patron Members
- d) Members who pay a Life Membership subscription shall not be required to pay any further subscription

15.2 New Membership

- a) Terms and conditions, and fees of Membership shall be determined by the Board
- b) an application for new Membership must be proposed by 1 Member of the Company (Proposer), and if there is more than one Member of at the time of the proposal, seconded by another Member (Secunder)
- c) an application for Membership must be:
 - i. in writing; and
 - ii. signed by the applicant and the applicants proposer, and when applicable the Secunder
 - iii. in the form decided by the Board

15.3 Restriction of the Transfer of Rights

The rights and privileges of every Member are personal to each Member and are not transferable by a Members own act or by operation of law.

16 CESSATION OF MEMBERSHIP

16.1 Resignation of membership

- a) a Members membership will cease if the Member gives written notice to the Board terminating its membership with the Company
- b) The resignation takes effect at:
 - i. The time the notice is received by the Secretary; or
 - ii. If a later time is stated – the later time

16.2 Misconduct of a Member

- a) if any Member:
 - i. is in breach of the Constitution of the Company;
 - ii. is convicted of an indictable offence; or
 - iii. is guilty of any act or omission which in the opinion of the Board is unbecoming of a Member, or prejudicial to the interests of the Company,
 the Board may expel the Member from the Company and remove the Members name from the register of Members;
- b) the Board shall not a Member unless at least 7 days notice has been given to the Member stating the date time and place at which the question of expulsion of that Member is to be considered by the Board, and the nature of the alleged misconduct
- c) the Board must give the Member an opportunity to show why the Membership should not be terminated in accordance with Rule 16.4
- d) if, after considering all representations made by the Member, the Board decides to terminate the Membership, the Secretary must give the Member a written notice of the decision

16.3 Other grounds for cessation of Membership

A Members membership of the Company shall automatically cease:

- a) in the case where that Member;
 - i. dies;
 - ii. becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the laws relating to mental health; or
- b) in the case of a Member which is a body corporate on that date;
 - i. a liquidator is appointed in connection with the winding-up of the Member; or
 - ii. an order is made by a court for the winding up or deregistration of a Member

16.4 Appeal against rejection or termination of Membership

- a) a person whose application for membership has been rejected, or whose membership has been terminated, may give the Secretary written notice of the persons intention to appeal against the decision
- b) a notice of intention to appeal must be given to the secretary within 1 month after the person receives written notification of the decision
- c) if the secretary receives written notification of the intention to appeal, the Secretary must, within 1 month after receiving the notice, call a general meeting to decide the appeal

16.5 General Meeting to decide appeal

- a) the general meeting to decide an appeal must be held within two months after the Secretary receives the notice of intention to appeal
- b) at the meeting the applicant must be given an opportunity to show why the application should not be rejected or the membership should not be terminated
- c) also, the Board who rejected the application or terminated the membership must be given an opportunity to show why the application should be rejected or the membership terminated
- d) an appeal must be decided by a majority vote of the members present and eligible to vote at the meeting
- e) if a person whose application for membership has been rejected does not appeal against the decision within 1 month after receiving written notification, or the person appeals but the appeal is unsuccessful, the Secretary must, as soon as practical, refund any membership fee paid by the person

16.5 Liability of any subscription fees and other amounts following cessation of Membership

Notwithstanding that the Member ceases to be a member of the Company, the member shall continue to be liable for:

- a) all annual subscription fees or other amounts owing by a Member to the Company which are due and unpaid as at the date the Member cease to become a Member; and
- b) amount which the Member is or may become liable to pay the company under Rule 4.2

17 MEETINGS OF MEMBERS

17.1 Calling meetings of Members

A meeting of Members:

- a) may be convened at any time by the Board or a Director; and
- b) must be convened by the Board when required by section 249D or by an order made under section 249G

17.2 Notice of Meetings of Members

Subject to Rule 17.3, at least 21 days written notice of a Meeting of Members must be given individually to each Member entitled to vote at the meeting, each Director (other than an alternate) and to the Auditor (if any). The notice of the meeting must comply with section 249L and may be given in any manner by section 249J(3)

17.3 Short notice

Subject to section 249H(4):

- a) if the Company has elected to convene a Meeting of members and all the members are entitled to attend and vote agree; or
- b) otherwise, if Members who have power to cast at least 95% of the votes may be cast at the meeting agree;

a resolution may be proposed and passed at a meeting of which less than 25 days notice has been given

17.4 Postponement or cancellation

Subject to section 249D(5), the Board may postpone or cancel a meeting of Members by written notice given individually to each person entitled to be given notice of the meeting

17.5 Fresh notice

if a Meeting of Members is postponed or adjourned for one month or more, the Company must give a new notice of the resumed meeting

17.6 Technology

The Company may hold a meeting of Members at two or more venues using any technology that gives the members as a whole a reasonable opportunity to participate

17.7 Accidental omission

The accidental omission to give notice to, or the non-receipt of notice by, any of those entitled to it does not invalidate any resolution passed at a meeting of Member

18 PROCEEDINGS AT MEETING OF MEMBERS

18.1 Member present at meeting

If a Member has appointed a proxy or attorney or (in the case where a member is a body corporate) a representative to act at a meeting of Members, that Member is taken to be present at a meeting at which the proxy, attorney or representative is present

18.2 Quorum

Subject to section 249B, the quorum for a meeting is two voting Members. Each individual present may only be counted once toward a quorum. If a Member has appointed more than one proxy or representative only one of them may be counted towards a quorum

18.3 Quorum not present

If a quorum is not present within 15 minutes after the time for which a meeting of Members has been called:

- a) if called as a results of a request from of Members under section 249D, the meeting is dissolved; and
- b) in any other case:
 - i. the meeting is adjourned to the day, time and place that the Board decides and notifies to members, or if no decision is notified, to the same time on the same day in the week at the same place; and
 - ii. if a quorum is not present at the adjourned meeting, the meeting is dissolved

18.4 Chairing Meetings of Members

If the Board has appointed a Director to Chair Board meetings, that Director may also Chair meetings of Members if;

- a) there is no Director who the Board has appointed to Chair Board meetings for the time being; or
- b) the Director appointed to Chair Board meeting s is not present at the time for which a meeting of Members is called or is not willing to Chair the meeting,

the voting Members present must elect a Member or Director present to Chair the meeting.

18.5 Adjournments

Subject to Rule 17.5, the Chair of the meeting of Members at which a quorum is present:

- a) may with the consent of the meeting; and
- b) must, if directed by ordinary resolution of the meeting,

adjourn it to another time and place.

18.6 Business at adjourned meetings

The only business that may be transacted at a meeting resumed after an adjournment is the business left unfinished immediately before the adjournment

19 PROXIES, ATTORNEYS AND REPRESENTATIVES

19.1 Appointment of proxies

A Member may appoint not more than two proxies to attend and act for the Member at a meeting of Members. An appointment of proxy must be made by written notice to the Company that complies with section 250A(1) or in any other form or made that is signed or acknowledged by the Member in a manner satisfactory to the Board. If a Member appoints two proxies and the appointment does not specify the proportion or number of the Members votes each proxy may exercise, each proxy may exercise half of those votes.

19.2 Members Attorney

A Member may appoint an attorney to act, or to appoint a proxy to act, at a meeting of Members. If the appointer is an individual, the power of attorney must be signed in the presence of at least one witness.

19.3 Form of a Proxy

A proxy must be in the form contained in Schedule 1 of the Constitution

19.4 Manner in which a proxy is to vote

An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of a proxy so provides, the proxy is not entitled to vote on the resolution except as specified in the instrument.

19.5 Authority of a proxy

An instrument appointing a proxy is deemed to confer authority to speak in behalf of the appointer to the extent permitted by law and in demand, or join in demanding, a poll.

19.6 Deposit of Proxy Forms and Powers of Attorney

An appointment of a proxy for a meeting of Members or for taking of a poll, is only effective if the following documents are received by the Company at least 48 hours before the meeting or the time appointed for taking the poll (as appropriate):

- a) the proxies appointment; and
- b) if the appointment is signed by the appointers attorney – the authority under which the authority was signed or a certified copy of the authority.

19.7 Validity of Proxies

A vote in accordance with the terms of the instrument of proxy or of a power of attorney is valid notwithstanding the previous death or unsoundness of mind of the principal or the revocation of the instrument (or of the authority under which the instrument was executed) or of the power, if no limitation in writing of the death, unsoundness of mind or revocation has been received by the company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

20 ENTITLEMENT TO VOTE

20.1 Number of Votes

Subject to any rights or restrictions:

- a) at a meeting of members, each member entitled to vote may vote in person or by proxy or attorney or (in the case of a Member which is a body corporate) by its representative;
- b) on a show of hands every person present who is a member or a proxy, attorney or representative of a Member has one vote except where a proxy has two or more appointment that specify different ways to vote on resolution in which case the proxy cannot vote; and
- c) on a poll every Member present in person or by proxy, attorney or representative has one vote

The Chair of a meeting of Members does not have a second or casting vote and if an equal number of votes is cast for an against a resolution, the matter is decided in the negative.

20.2 Voting restrictions

If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, the Committee or Trustee of the Member or such other person as properly has management of the Members estate may exercise any rights of the Member in relation to a general meeting as if the Committee, Trustee or other person were the Member.

21 HOW VOTING IS CARRIED OUT

A resolution put to the vote at a meeting of Members must be decided on a show of hands unless a poll is demanded under either before or on the declaration of the result on the vote on a show of hands. Unless a poll is demanded, the Chairs declaration of a decision on a show of hands is final.

22 RESOLUTIONS WITHOUT MEETINGS

22.1 Written Resolution

Subject to section 249A(1) the Company may pass a resolution without a general meeting being called or held if the resolution is set out in a document:

- a) if the Company has only 1 Member, signed in the manner set out in section 249B; or
- b) if the Company has more than one Member, signed in the manner set out in section 249A

22.2 Signature of Resolutions

The Company may treat a document on which a facsimile or electronic signature appears or which is otherwise acknowledged by a member in a manner satisfactory to the Board, as being signed by that Member.

23 SECRETARY

23.1 Requirement for Secretary

The Company must have at least one Secretary

23.2 Appointment of Secretary

The Secretary must be appointed by the Board

23.3 Terms and conditions of office

A Secretary holds office on the terms at which the Board decides. The Board may vary any decision previously made by it in respect of a Secretary.

23.4 Cessation of Secretary's appointment

A person automatically ceases to be a Secretary if the person:

- a) is not permitted by the Act (or an order made under the Act) to be a Secretary of a Company;
- b) becomes disqualified from managing corporation under part 2D.6 and is not given permission or leave to manage the Company under section 206F or 206G;
- c) becomes of unsound mind or is physically or mentally incapable of performing the functions of that office;
- d) resigns by notice in writing to the Company; or
- e) is removed from office under rule 23.5

23.5 Removal from Office

The Board may remove a Secretary from that office whether or not the appointment was expressed to be for a specific term.

24 COMPANY SEALS

24.1 Common Seal

The Board:

- a) may decide whether or not the Company has a common seal; and
- b) is responsible for the safe custody of that seal (if any) and any duplicate seal it decides to adopt under section 123(2)

24.2 Other Seals

The Company may have for use in place or its common seal outside the jurisdiction in which its common seal is kept one or more official seals, each of which shall be a facsimile of the common seal with the addition on its face of the name of every place where it is to be used.

24.3 Use of Seals

- a) The Common seal and duplicate seal (if any) may only be used with the authority of the Board
- b) The Board must not authorize the use of the seal that does not comply with section 123

24.4 Fixing Seals to Documents

The fixing of the Common seal or other seal is affixed to a document must be signed by a Director and be counter signed another Director, a secretary or another person appointed by the Directors to counter sign that document or a class of documents in which the document is included.

25 FINANCIAL RECORDS AND AUDIT

25.1 Minutes

The Company must keep a minute book of Members meetings and Board meetings and subject to rule 25.2, allow access to minute books for the meeting of Members in accordance with the Act

25.2 Inspection of Records

The Board shall decide whether and to what extent, and at what time and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to inspection of Members (other than those who are also Directors)

25.3 Financial Records

The Company must:

- a) keep written financial records and allow access to such financial records; and
- b) prepare, disclose, report and lodge financial reports (as required)

26 CERTIFICATE

26.1 Issue of Certificates

The Company may issue a Certificate of Membership to members in such form upon payment of such fees as it may be prescribed from time to time.

26.2 Title to the Certificates

Certificates of Membership remain the property of the Company and must be promptly returned to the Company if requested by the Company or if the holder ceases to be a Member

26.3 Lost and worn out Certificates

- a) if a certificate is lost or destroyed and the Member applies in accordance with section 1070D(5), the Company must issue a new certificate in its place
- b) if a certificate is defaced or worn out and is produced by the Company, the Company may, issue a new certificate in its place

27 WINDING UP AND REVOCATION

27.1 Winding up

Subject to clause 27.2, in the event of the Company being wound up the amount that remains after such winding up and after the satisfaction of all debts and liabilities shall be transferred to another organisation with similar purposes which is not carried on for the profit or gain of its individual members.

27.2 DGR Status – endorsement as a whole

If the Company is endorsed as an income tax deductible gift recipient, and it is wound up or its endorsement as a deductible gift recipient status is revoked (whichever occurs first), any surplus of the following assets shall be transferred to another organisation to which income tax deductible gifts can be made:

- a) gifts of money or property for the principle purpose of the Company;
- b) contributions made in relation to an eligible fund raising event held for the principle purpose of the organisation; and
- c) money received by the organisation because of such gifts and contributions

27.3 DGR Status – Gift Fund Endorsement

If the Companies gift fund loses or has its deductible gift recipient status revoked, the Company must transfer any surplus assets of the gift fund to another deductible fund, authority or institution

28 AMENDING THE CONSTITUTION

28.1 Special Resolution

Subject to the Act, the Company may modify or repeal this Constitution or a provision of this Constitution by special resolution.

28.2 Effective Date

A special resolution modifying or repealing this Constitution takes effect:

- a) if no later date is specified in the resolution, on the date in which the resolution is passed; or
- b) on a later date specified in or determined in accordance with the resolution

29 NOTICES

29.1 Notices by the Company

A Notice is properly given by the Company to a person if it is:

- a) in writing signed on behalf of the Company (by original or printed signature)
- b) addressed to the person to whom it is to be given; and
- c) either:
 - i. delivered personally;
 - ii. sent by prepaid mail (by airmail if the addressee is overseas) to that persons address
 - iii. sent by fax to the fax number (if any) nominated by that person; or
 - iv. sent by electronic message to the electronic address (if any) nominated by that person

29.2 Overseas members

A Member whose registered address is not in Australia may notify the Company in writing of an address in Australia to which the notices may be sent.

29.3 When notice is given

A notice to a person by the Company is regarded as given and received:

- a) if it is delivered personally or sent by fax or electronic message:
 - i. by 5pm (local time in the place of receipt) on a business day – on that day
 - ii. after 5pm (local time in the place of receipt) on a business day, or on a day that is not a business day – on the next business day; and
- b) if it is sent by mail:
 - i. within Australia – on the second day of business after posting
 - ii. to a place outside Australia – on the seventh day of business after posting

A Certificate in writing signed by a Director or Secretary stating that a notice was sent is conclusive evidence of service.

29.4 Business Days

For the purposes of rule 29.3, a business day is a day that is not a Saturday, Sunday or a Public Holiday in the place to which the notice is sent.

29.5 Counting Days

If a specified period must pass after a notice is given before an action may be taken, neither the day on which the notice is given nor the day on which the action is to be taken may be counted in reckoning the period.