

ACT 2001 (CTH)
A COMPANY LIMITED BY GUARANTEE
CONSTITUTION
CATHOLIC SECONDARY PRINCIPALS AUSTRALIA LIMITED

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1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Constitution, unless the context or subject matter otherwise require:

"**CaSPA**" means the federation of State and Territory based Catholic secondary school principals' associations representing Catholic secondary school principals and which is the national peak body for the Australian Catholic secondary school principals;

"**Company**" means the Company whose Members have adopted this Constitution;

"**Constitution**" means those rules for the operation of the Company set forth in this Constitution agreement and as amended, modified or supplemented from time to time;

"**Directors and Board**" means all or any number of the Directors for the time being of the Company acting in accordance with these Rules;

"**Law**" means the Corporations Act 2001 (Cth) (as amended, modified or enacted from time to time);

"**Member**" means any incorporated State and Territory based Catholic secondary school principals' associations representing Catholic secondary school principals; where an association is not incorporated, it may nominate an incorporated school as the lead organisation of the association to be the Member until such time as the Association itself is incorporated;

"**Notice Address**" means in respect of each Member or Director the last address for that person as recorded in the records of the Company;

"**the office or the Registered office**" means the Registered office for the time being of the Company;

"**Ordinary Resolution**" means a resolution passed by a simple majority of Members;

"**the Register**" means the Register of Members of the Company required to be kept by section 169 of the Law;

"**Related Body Corporate**" of a body corporate is a body corporate which is related to that body corporate within the meaning of the Law;

"**Rules**" means the provisions of this Constitution as amended, modified or supplemented;

"**the Secretary**" means the Secretary and any assistant or acting Secretary and any other person for the time being appointed to perform whether alone or in addition to any other person or persons the duties of Secretary of the Company;

"**Special Resolution**" shall have the meaning assigned to that expression by section 9 of the Law; and

"**in writing and written**" includes printing, lithography and other modes of reproducing or representing words in a visible form.

1.2 Interpretation

In the interpretation of this Constitution, unless the context or subject matter otherwise require:

- (a) singular includes plural and vice versa;
- (b) any gender includes every gender;
- (c) a reference to a person includes corporations, trusts, associations, partnerships, a government authority, and other legal entities, and where necessary, include successor bodies;
- (d) references to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- (e) references to signature and signing include due execution of a document by a corporation or other relevant entity;
- (f) references to months mean calendar months;
- (g) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes;
- (h) references to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;

- (i) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Constitution;
- (j) where any word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning;
- (k) each paragraph or sub-paragraph in a list is to be read independently from the others in the list;
- (l) reference to "Rule" means a clause number or sub-clause of the Constitution;
- (m) a reference to an agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time; and
- (n) a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns.

2 EFFECT OF THE CONSTITUTION

This Constitution shall have effect as a contract:

- (a) between the Company and each Member;
- (b) between the Company and each Director and Company secretary; and
- (c) between a Member and each other Member, pursuant to which each Member agrees to observe and perform the Rules within the Constitution so far as they apply to that Member.

3 OBJECTS

The objects of the Company are to advance education in Australia, particularly within Catholic secondary schools through:

- (a) contributing to the development of national educational policy and practice as expert educationalists;
- (b) supporting improved educational outcomes for Australian secondary students including those that are socially, economically or educationally disadvantaged;
- (c) supporting the professional development of principals of Catholic secondary schools and others; and
- (d) providing training and educational opportunities such as conventions, forums and other meetings for principals of Catholic secondary schools and others, including members of the public;

and to do all acts and things as may be deemed necessary or incidental to the achievement of similar objects.

4 CONTRIBUTION IN THE EVENT OF WIND UP

Every Member of the Company undertakes to contribute to the property of the company, in the event of its being wound up while the incorporated body is a Member or within one (1) year after it ceases to be a Member, for payment of the debts and liabilities of the company contracted before he or she ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding \$10.

6 PROMOTION OF OBJECTS

The income and property of the Company however derived shall be applied solely for the benefit and promotion of the Company's objects and no portion thereof shall be:

- (a) paid or transferred directly or indirectly by way of dividends, bonus or otherwise to the Members of the Company; or
- (b) paid to Directors as fees or other remuneration or other benefit in money or money's worth, PROVIDED that nothing in this Rule shall preclude, with the prior approval of the Directors:
 - (i) payment in good faith of reasonable and proper remuneration to any Director, officer or servant of the Company or to any Member of the Company in return for services actually rendered or for goods supplied to the Company or in the ordinary and usual course of business and at a commercially reasonable price;
 - (ii) the payment of interest at a rate not exceeding the rate charged by the Company's bankers on overdrawn accounts on any money lent to the Company by any Member, Director or officer;
 - (iii) in the case of any Director who is engaged by the Company as an executive Director, consultant or servant of the Company, such remuneration as is reasonable and proper for the services provided to the Company;

- (iv) the repayment of reasonable out-of-pocket expenses, properly incurred by any Director; or
- (v) payment of a reasonable rental for premises demised or let by any Member to the Company.

7 WINDING UP OR DISSOLUTION

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members of the Company but shall be given or transferred to some other organisation or organisations having objects similar to the objects of this Company and which shall prohibit the distribution of its or their income and property amongst its or their Members and also is a fund, authority or institution approved by the Commissioner of Taxation as a benevolent institution for the purposes of income tax, sales tax, fringe benefits tax or otherwise under the provisions of any applicable income tax legislation including the *Income Tax Assessment Act 1997*.

8 MEMBERSHIP

8.1 Members

The subscribers to these Rules as the Directors shall admit to membership in accordance with the Constitution shall be Members of the Company.

8.2 Application for membership

Every applicant for membership of the Company (other than the subscribers to the Constitution) shall execute and deliver to the Company an application for membership in such form as the Directors from time to time determine together with the entrance fee (if any) determined by the Directors and a copy of the applicant's Constitution and certificate of incorporation.

8.3 Further information

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

8.4 Determination of Directors

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

8.5 Entrance fee

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

8.6 Notification of acceptance

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

8.7 Certificates

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

8.8 Membership not transferable

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

8.9 Membership Eligibility

Incorporated State and Territory Catholic secondary school principals' associations representing each State and Territory in the Commonwealth shall be eligible for membership of CASPA. Where such an association is not incorporated but wishes to apply for membership, it may nominate an incorporated school as its lead agency until such time as the association itself is incorporated.

8.10 Member Representatives

- (a) CaSPA is made up of body corporate representatives nominated by each State and Territory Association;
- (b) The representatives from each State and Territory Association will be a member of the Board or Executive Committee of the respective Association;
- (c) Representative's terms will be of a duration determined by each State and Territory Association. Each State or Territory Association must confirm their body corporate representative by the end of February each year.

9 FEES AND LEVIES

9.1 Fees

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

9.2 Levies

In order to provide additional funds required for the operation of the company the Directors may determine that levies are to be paid by Members and may fix the amount and the dates for payment thereof but until so determined no levies shall be payable by Members.

10 CESSATION OF MEMBERSHIP

10.1 Non payment of fees or levies

If any fees or levies payable by a Member shall remain unpaid for a period of two (2) calendar months after notice of the default is given to the Member by the Company, that Member may be debarred by resolution of the Directors from all privileges of membership (including the right to vote), provided that the Directors may reinstate the Member on payment of all arrears if the Directors think fit to do so.

10.2 Cessation of membership

A Member's membership of the Company shall cease:

- (a) if the Member resigns that membership by giving notice in writing addressed to the Secretary of the Company and such resignation shall be effective from the date of receipt of the notice by the Secretary;
- (b) if the Member's membership is terminated under these Rules and such termination shall be effective from the date of the resolution of the Directors;
- (c) in the case of a Member who is not an individual if:
 - (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 of a Member being a corporation.

10.3 Continuing rights, liabilities etc.

The termination of a Member's membership (whether by resignation or expulsion) shall not in any way prejudice, lessen or affect the rights, duties, liabilities and obligations of a Member whether they arise under these Rules or otherwise and are existing at the date of such termination or may arise or crystallise after that date out of or by reason of facts or circumstances occurring or in existence at or before that date and in particular (but not by limitation) such termination shall not relieve a Member from any obligation to record or account for or pay any levies or fees referred to in Rule 8.

10.4 Non-compliance with Constitution, misconduct

If any Member shall wilfully refuse or neglect to comply with the provisions of the Constitution of the Company or shall be guilty of any conduct which in the opinion of the Directors is unbecoming of the Member or prejudicial to the interest of the Company, the Directors may by resolution censure, suspend or expel the Member from the Company provided that the Member shall be given at least one (1) week's notice of the meeting of the Directors at which such a resolution is to be put and of what is alleged against it and of the intended resolution, and provided further that it has the opportunity of giving orally or in writing any explanation or defence it may think fit at such meeting, before the passing of such resolution.

11 POWERS

11.1 Exercise of powers

The Company may by resolution or Special Resolution as the Law requires exercise from time to time any power which by the Law a company limited by guarantee may exercise if authorised by its Constitution.

12 GENERAL MEETINGS

12.1 Director may Convene

Any Director may convene a general meeting whenever the Director thinks fit.

12.2 Directors Convening a General Meeting at the Request of Members

The Directors must call and arrange to hold a general meeting on the request of:

- (a) Members with at least 5% of the votes that may be cast at a general meeting; or
- (b) at least one Member entitled to vote at a general meeting.

12.3 Form of the Members Request

The request from the Members must:

- (a) state any resolution to be proposed at the meeting;
- (b) be signed by the Members making the request; and
- (c) be given to the Company.

12.4 Directors Refusal to Convene

The Directors may refuse to convene the general meeting if the voting on the proposed resolution is not within the power of the Members.

12.5 Members may Convene

Two or more Members with at least 5% of the votes that may be cast at a general meeting of the Company may call and arrange to hold a general meeting. The Members calling the meeting must pay the expenses of calling and holding the meeting.

12.6 Notice of General Meeting

A notice of a general meeting shall:

- (a) provide at least twenty-one (21) days notice of the meeting;
- (b) specify the place, the day and the hour of meeting; and
- (c) specify the general nature of the business to be transacted at the meeting.

12.7 Quorum

No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. For the purpose of these Rules a quorum shall:

- (a) in the case of a single Member Company be that person; or
- (b) in every other case it shall be four (4) Members.

12.8 Determine a Quorum

For the purpose of determining whether a quorum is present, a person attending as a proxy, or representing a body corporate that is a Member, shall be deemed to be a Member.

12.9 Procedure where no Quorum

If a quorum is not present within half an hour from the time appointed for the meeting:

- (a) where the meeting was convened upon the requisition of Members - the meeting shall be dissolved; or
- (b) in any other case:
- (c) the meeting stands adjourned to such day, and at such time and place, as the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting:
 - (i) two (2) Members constitute a quorum; or
 - (ii) where two (2) Members are not present - the meeting shall be dissolved.

12.10 Minutes

The Directors shall cause proper minutes to be made of all general meetings of the Company and also of all appointments of officers and of the proceedings of all meetings of Directors and committees and of the attendance thereat and business transacted at such meetings, and any such minutes of any meeting if purporting to be signed by the chairperson of such meeting or by the chairperson of the next succeeding

meeting shall be conclusive evidence without any further proof of the matters therein stated.

12.11 Chairperson

If the Directors have elected one (1) of their number as chairperson of their meetings, that person shall preside as chairperson at every general meeting.

12.12 Election of Chairperson

Where a general meeting is held and:

- (a) a chairperson has not been elected; or
- (b) the chairperson is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act,

the Members present shall elect one (1) of their number to be chairperson of the meeting.

12.13 Adjournment of Meeting

The chairperson may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place,

12.14 Adjournment of 30 Days

When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

12.15 Adjournment of Less than 30 Days

Except as provided by these Rules, when a meeting is adjourned for thirty (30) days or less, it is not necessary to give any notice of the adjournment or of the business to be transacted at the adjourned meeting.

12.16 Show of Hands or Poll

At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (a) by the chairperson;
- (b) by at least two (2) Members present in person or by proxy; or
- (c) by a Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

12.17 Declaration on Show of Hands

Unless a poll is so 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.

12.18 Withdraw Poll

The demand for a poll may be withdrawn.

12.19 Demand for Poll

If a poll is duly demanded, it shall be taken in such manner and subject to these Rules either at once or after an interval or adjournment or otherwise as the chairperson directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

12.20 Poll for Chairperson

A poll demanded on the election of a chairperson or on a question of adjournment shall be taken forthwith.

12.21 Voting - Person or Proxy

Subject to any rights or restrictions for the time being attached to any class or classes of membership:

- (a) at meetings of Members each representative of a Member entitled to vote may vote in person or by proxy or attorney; and
- (b) on a show of hands every person present who is a Member or a representative of a Member has one (1) vote, and on a poll every person present in person or by proxy or attorney has one (1) vote for each Membership held.

12.22 Members Right to Vote

A Member is not entitled to vote at a general meeting unless all fees and levies and other sums presently payable by the Member have been paid.

12.23 Qualification of Member

An objection may be raised as to the qualification of a Member or a Member's representative to vote only at the meeting or adjourned meeting at which the vote objected to is given or tendered.

12.24 Objections referred to Chairperson

Any such objection shall be referred to the chairperson of the meeting, whose decision is final.

12.25 Valid Vote

A vote not disallowed pursuant to such an objection is valid for all purposes.

12.26 Circular Resolution

The Company may pass a resolution without a general meeting, if all of the Members entitled to vote on the resolution sign a document stating that they are in favour of the resolution. Separate copies of the document may be used for signing (if the document and the wording are identical) in which case the resolution is deemed to be passed when the last Member signs.

13 RULES FOR VOTING BY PROXY

13.1 Only Members Entitled to Vote shall Vote

Only those Members who belong to a class of Members who are entitled to vote at a general meeting whether in person or by proxy shall be entitled to vote.

13.2 Proxies

A Member of a company who is entitled to attend and cast a vote at a meeting of the Company's Members may appoint a person as the Members proxy to attend and vote for the Member at the meeting.

13.3 Attorneys

Any Member made by power of attorney may appoint an attorney to act on his or her behalf at all or any meetings of the Company and such power of attorney or a copy thereof verified in the manner satisfactory to the Directors shall be produced for inspection at the registered office or such other place, if any, as may be specified for that purpose in the notice convening the meeting together with such evidence of the due execution as the Directors may require not less than twenty-four (24) hours before the meeting.

13.4 Representatives of Corporations

Any corporation which is a Member may appoint a representative to attend and vote for that corporation at a general meeting of the Company.

13.5 Representative need not be a Member

A proxy attorney or a representative need not be a Member of the Company and his or her appointment may be revoked at any time.

13.6 Instrument in Writing

An instrument appointing a proxy shall be in writing under the hand of the appointor or of the appointee's attorney duly authorised in writing or, if the appointor is a body corporate, either signed in accordance with the Law or under the hand of an officer or attorney duly authorised.

13.7 Manner the 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 proxy so provides, the proxy is not entitled to vote in the resolution except as specified in the instrument.

13.8 Authority for a Poll

An instrument appointing a proxy shall be deemed to confer authority to demand (or join in demanding) a poll.

13.9 Form of Proxy

An instrument appointing a proxy shall be in the following form or in a form that is as similar to the following form as the circumstances allow:

[Name of Company]

I/We, _____ of _____, being a Member/Members of the abovenamed Company, hereby appoint _____ of _____ or, in his/her absence, _____ of _____ as my/our proxy to vote for me/us on my/our behalf at the

meeting of the Company to be held on the _____ day of _____ 20____ and at any adjournment of that meeting.

This form is to be used *for/against the resolution.

Signed this _____ day of _____ 20____.

*Strike out whichever is not desired. (To be inserted desired.)

13.10 Delivery of Proxy before Meeting

An instrument appointing a proxy shall not be treated as valid unless the instrument, and the power of attorney or other authority (if any) under which the instrument is signed or a notarially certified copy of that power or authority, is or are deposited, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, at the registered office of the Company or at such other place in Australia as is specified for that purpose in the notice convening the meeting.

13.11 Instrument not valid

An instrument appointing a proxy shall not be valid after the expiration of twelve (12) months from the date of its execution.

14 APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS

14.1 Number of Directors

The number of Directors shall not be less than three (3) provided that the Company may from time to time by ordinary resolution passed at a general meeting of the Members of the Company increase or reduce the number of Directors but shall not reduce the minimum number of Directors below three (3). Each member may nominate a Director, provided the nominee currently holds a position of Principal within a Catholic secondary school.

14.2 Appointment of New Director

In addition to the Directors appointed by the Directors following nomination by a Member, the Directors shall have power at any time to appoint any other person as a Director, either to fill a casual vacancy or as an addition to the board. Any Director so appointed shall hold office in the manner as determined by the Board.

14.3 Directors' Terms

A Director shall retire from office at the request of the nominating Member and a replacement Director may be nominated by the Member. The Directors may from time to time develop policies in relation to the rotation of Directors. Subject to Rules 13.4 and 13.6, a Director may hold office for a maximum of three consecutive two-year terms.

14.4 Removal of Director

(a) Subject to 13.3 (b) the Company by ordinary resolution may remove any Director and may by ordinary resolution appoint another person in such Director's stead. Any Director so appointed shall hold office in the manner as specified in sub-rule 13.3.

(b) In the event that a Director removed by this Rule has been nominated by a Member, then that Member may nominate a replacement Director.

14.5 Reimbursement of Expenses

Subject to the approval of a meeting of the Directors, the Directors shall be entitled to be reimbursed out of the funds of the Company such reasonable travelling, including accommodation and incidental, expenses as may be incurred by them when engaged on the business of the Company including expenses incurred in attending and returning from Board or General Meetings of the Company.

14.6 Vacation of Director's Office

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Law, the office of a Director becomes vacant if the Director:

- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under any law relating to mental health;
- (b) resigns his or her office by notice in writing to the Company;
- (c) is absent without the consent of the Directors from three consecutive meetings of the Directors;
- (d) without the consent of the Company in general meeting, holds any other office of profit under the Company except that of Executive Director; or
- (e) becomes bankrupt or makes any arrangement or composition with his or her creditors generally.

15 POWERS AND DUTIES OF DIRECTORS

15.1 Directors Manage the Business

Subject to the Law and to any other provision 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 Law or by this Constitution, required to be exercised by the Company in general meeting.

15.2 All Powers

Without limiting the generality of Sub-Rule 15.1, the Directors may exercise all the powers of the Company to borrow money, to charge any property or business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

15.3 Appointment of Attorney

The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.

15.4 Provisions of Power of Attorney

Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in him or her.

15.5 Cheques and Promissory Notes

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be:

- (a) by any two (2) Directors; or
- (b) in such other manner as the Directors determine from time to time.

16 PROCEEDINGS OF DIRECTORS

16.1 Use of Technology

The Directors of the Company may hold a meeting at two (2) or more venues using any technology that gives the Directors as a whole a reasonable opportunity to participate in the meeting and allows the parties present to hear and be heard by each other person present and adjourn and otherwise regulate the meeting as they determine.

16.2 Directors Meetings

Any Director may at any time, and the secretary must upon the request of the Director, convene a meeting of the Directors. A notice of meeting of the Directors shall be sent in writing to each Director of the company within seven (7) days of receipt of that requisition. The notice may also be given by telephone or other electronic means of communication. The notice shall specify:

- (a) the date (which shall be within a reasonable time of the notice), time and place for the proposed meeting; and
- (b) the nature of the business to be transacted at the meeting.

16.3 Quorum

Unless otherwise determined by the Directors, a quorum at a meeting of Directors shall consist of at least two (2) Directors entitled to vote on any motion that may be moved by the meeting.

16.4 Vacancy in the Office of Director

In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or of convening a general meeting of the Company.

16.5 Office of Chairperson

The Directors shall elect one (1) of their number as chairperson of their meetings and may determine the period for which the chairperson so elected is to hold office.

16.6 Appointment of Chairperson

Where such a meeting is held and:

- (a) a chairperson has not been elected as provided for in these Rules; or
- (b) the chairperson is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act then the Directors present shall elect one (1) of their number to be chairperson of the meeting.

16.7 Circular Resolution

If all of the Directors have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms shall be deemed to have been passed at a meeting of the Directors held on the day and at the time at which the document was signed by all of the Directors or, if the Directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by the last Director to sign the document.

16.8 Documents forming resolution

For the purposes of Sub-Rule 16.7, two (2) or more separate documents containing statements in identical terms each of which is signed by one (1) or more Directors shall together be deemed to constitute one (1) document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents. A reference to all of the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution.

16.9 Remedy of Defects

All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director or a member of the committee, or to act as, a Director, or that a person so appointed was disqualified, is valid as if the person had been duly appointed and was qualified to be a Director or to be a member of the committee.

16.10 Minutes

The Directors shall cause proper minutes to be made of all general meetings of the Company and also of all appointments of officers and of the proceedings of all meetings of Directors and committees and of the attendance thereat and business transacted at such meetings, and any such minutes of any meeting purporting to be signed by the chairperson of such meeting or by the chairperson of the next succeeding meeting shall be conclusive evidence without any further proof of the matters therein stated.

17 ALTERNATE DIRECTORS

17.1 Appointment of an Alternate

A Director may, with the approval of the other Directors, appoint a person (whether a member of the Company or not) to be an alternate Director in his or her place during such period as he or she thinks fit.

17.2 Notice of Meetings

An alternate Director is entitled to notice of meetings of the Directors and, if the appointor is not present at such a meeting, is entitled to attend and vote in the appointor's stead.

17.3 Power of Alternate

An alternate Director may exercise any powers that the appointor may exercise and the exercise of any such power by the alternate Director shall be deemed to be the exercise of the power by the appointor.

17.4 Termination of Appointment

The appointment of an alternate Director may be terminated at any time by the appointor notwithstanding that the period of the appointment of the alternate Director has not expired, and terminates in any event if the appointor vacates office as a Director.

17.5 Vacation

An alternate Director shall ipso facto vacate office if the Director by whom he or she is appointed is removed or otherwise ceases to hold office as a Director for any reason.

17.6 Responsibility

An alternate Director shall whilst acting as Director be responsible to the Company for his or her own acts and defaults and shall not be deemed to be the agent of the Director by whom he or she was appointed.

17.7 No remuneration

An Alternate Director shall not be entitled as such to receive any remuneration from the Company.

18 COMMITTEE

18.1 Delegation to Committee

The Directors may delegate any of their powers to a committee or committees consisting of such of their number as they think fit.

18.2 Powers of Committee

A committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of the Directors and a power so exercised shall be deemed to have been exercised by the Directors.

18.3 Committee Chairperson

The members of such a committee may elect one (1) of their number as chairperson of their meetings.

18.4 Election of Chairperson

Where such a meeting is held and:

- (a) a chairperson has not been elected as provided by Sub-Rule 18.3; or
- (b) the chairperson is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act,

the members present may elect one (1) of their number to be chairperson of the meeting.

18.5 Decision by Majority

Questions arising at a meeting of a committee shall be determined by a majority of votes of the members present and voting.

18.6 Equality of Votes

In the case of an equality of votes, the chairperson, in addition to his or her deliberative vote (if any), has a casting vote.

18.7 Committee to self regulate

A Committee may meet and adjourn as it thinks proper.

19 COMMON SEAL

19.1 Election to Adopt Company Seal

The Directors may resolve that the Company adopt a common seal. If the Company adopts a common seal, the Company shall set out on the common seal:

- (a) if the Company has its ACN as its name - the Company's name; or
- (b) in all other cases the Company's name, the expression "Australian Company Number" and its ACN.

19.2 Duplicate Common Seal

The Directors may resolve to adopt a duplicate common seal. The duplicate common seal shall be a copy of the common seal with the words "Duplicate Seal", "Share Seal" or "Certificate Seal" added to the original common seal.

19.3 Prohibited Use

A Director shall not use, or authorise the use of, a seal which purports to be the common seal of the Company (or a duplicate of the common seal) if the common seal does not comply with the requirements of this Rule.

20 EXECUTIVE DIRECTOR

20.1 Appointment

The Directors may from time to time appoint one (1) or more of their body to the office of Executive Director for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke any such appointment.

20.2 Remuneration

An Executive Director shall, subject to the terms of any agreement entered into in any particular case, receive such remuneration as the Directors may determine.

20.3 Termination

An Executive Director's appointment automatically terminates if he or she ceases for any reason to be a Director.

20.4 Powers of Executive Director

The Directors may, upon such terms and conditions and with such restrictions as they think fit, confer upon an Executive Director any of the powers exercisable by them.

20.5 Concurrent Powers

Any powers so conferred may be concurrent with, or be to the exclusion of, the powers of the Directors.

20.6 Variation of Powers

The Directors may at any time withdraw or vary any of the powers so conferred on a managing Director.

21 SECRETARY

21.1 Appointment

The Secretary of the Company shall be appointed by the Directors upon such terms and conditions as the Directors think fit. The Directors may at any time appoint a person as an additional Secretary or as acting Secretary or as a temporary substitute for the Secretary who shall for the purposes of these Rules be deemed to be the Secretary.

22 INTERESTED DIRECTORS

22.1 Interested Directors not disqualified

Provided that a Director of the Company who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company or in any contract or arrangement entered into by or on behalf of the Company has declared the nature of his or her interest at a meeting of the Directors of the Company and the Board of Directors has at any time passed the resolution that:

- (a) specifies the Director, the interest in the matter; and
- (b) states that the Directors voting for the resolution are satisfied that the interest should not disqualify the Director from considering or voting on the matter, then:
 - (i) that Director shall not be disqualified by his or her office from contracting with the Company either as vendor, purchaser or otherwise;
 - (ii) no contract made by that Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which that Director is in any way interested shall be avoided by reason only of such Director holding his or her office or of the fiduciary relationship thereby established;
 - (iii) that Director so contracting or being so interested shall not be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding his or her office or of the fiduciary relationship thereby established;

and

- (iv) that Director may in respect of any contract or arrangement in which he or she is so interested as aforesaid and may in relation thereto:-
 - A. vote;
 - B. execute any deed or document whatsoever on behalf of the Company; and
 - C. count in a quorum.

22.2 Sufficient disclosure

A general notice that a Director is a Director or Member of any specified Company or firm and is to be regarded as interested in all subsequent transactions with such Company or firm shall be sufficient disclosure under these Rules in relation to any contract, proposed contract or arrangement so made with such Company or firm.

22.3 Other office may be held

A Director may hold any other office or place of profit, except that of auditor, in the Company in conjunction with his or her directorship and may be appointed thereto upon such terms as to remuneration, tenure of office and otherwise as may be arranged by the Directors.

22.4 Professional Director may act

Any Director may act by himself or his or her firm in a professional capacity for the Company, and he or she or his or her firm shall be entitled to remuneration for professional services as if he or she were not a Director.

23 ACCOUNTS AND AUDIT

23.1 Proper records kept

The Directors shall cause proper accounting and other records to be kept. A balance sheet and profit and loss account shall be prepared and distributed to all Members at least once per annum.

23.2 Members to have access

All Members have the right to examine and inspect any books records or accounts of the Company at any reasonable time.

23.3 Auditor

The Company shall appoint an auditor or auditors, and his or her or their duties shall be regulated in accordance with the Law.

24 RESERVES

24.1 General

The Directors may write off from the earnings of the Company such amount for loss or depreciation of any of the Company's property as they think fit or set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies or for repairing improving and maintaining any of the property of the Company and for such purposes as the Directors in their discretion think conducive to the interests of the Company and may invest lend or dispose of the sums so set aside in any way they think fit and may from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the reserve fund into such special funds as they think fit with full power to employ the assets constituting the reserve fund in the business of the Company and without being bound to keep the same separate from other assets.

25 NOTICES

25.1 Form of Notices

Notices given under this Constitution shall be:

- (a) in writing;
- (b) signed by the party giving the notice or its authorised representative; and
- (c) addressed to the Notice Address of the person to whom it is to be given.

25.2 Method and address for giving Notices.

Notices must be either:

- (a) delivered by hand;
- (b) posted by pre-paid security or certified mail;
- (c) transmitted by facsimile; or
- (d) transmitted by email

to the Notice Address of the person receiving the notice.

25.3 Time of receipt

A notice given to a person in accordance with these Rules is deemed to have been given and received if:

- (a) delivered, on the day of delivery if delivered before 5:00pm on a business day, otherwise on the next business day;
- (b) posted by pre-paid security mail or certified mail, on the second day after the day on which the notice was accepted by the post office from the person sending the notice; or
- (c) transmitted by facsimile:
 - (i) the transmission report states that it was sent in full and without error; and
 - (ii) no objection is received from the recipient;
 - (iii) on the day of transmission if that report states that the transmission was completed before 5:00pm on a business day, otherwise on the next business day;
- (d) transmitted by email:
 - (i) in the case of an electronic messaging system that contains a delivery verification function, on the generation by the electronic messaging system of a delivery verification notice or log entry, or other confirmation; or
 - (ii) in the case of electronic mail or other electronic messaging on the delivery to, where the addressee is a natural person, the addressee's electronic mail or electronic messaging system account; or where the addressee is a corporation, the corporation's computer systems.

25.4 Objection to facsimile

A person receiving a facsimile transmission may object to the facsimile transmission as not being fully intelligible. If a valid objection is made to a facsimile transmission and that person requests retransmission before 5:00pm on the next business day after completion of the facsimile transmission, the person sending the facsimile transmission shall retransmit it, but any re-transmission is deemed to have been made at the time of completion of the original facsimile transmission. If a time restriction is placed, by reference to the date of receipt of the facsimile transmission, on the performance of an obligation or the exercise of a right by the person who makes the valid objection to a facsimile transmission, the time restriction for performance of the obligation or the exercise of the right is deemed extended by a corresponding time period to the time between the original transmission and re-transmission of the facsimile.

25.5 Advertisement required

If a Member has no registered address within Australia, a notice addressed to the Member and advertised in a morning newspaper published in the Capital City of the State in which the Member last had a registered address shall be deemed to be duly given to the Member at noon on the day on which the advertisement appears.

25.6 Eligibility to receive notices

Notice of every general meeting shall be given in some manner hereinbefore authorised to:-

- (a) every Member except those Members who have no registered address in Australia;
- (b) the chairperson of Directors for the time being of the Company; and
- (c) the auditor for the time being of the Company.

25.7 No others

No other persons shall be entitled to receive notice of general meetings.

26 INDEMNITY

26.1 Director against liability

To the extent permitted by the Law, the Company may indemnify a Director or officer of the Company or any related body corporate against:

- (a) any liability incurred by the Director or officer, in their capacity as a Director or officer, to a person other than the Company or a related body corporate, except where the liability relates to a lack of good faith; or
- (b) any liability for legal costs or expenses incurred by the Director or officer in defending proceedings (whether civil or criminal) in which judgement is given in favour of the Director or officer, the Director or officer is acquitted or the court grants relief to the Director or officer under the Law.

26.2 Payment of Insurance

The Company may insure, or pay any premiums on a policy of insurance for, a Director or officer of the Company or of a related body corporate against:

- (a) any liability incurred by the Director or officer, in their capacity as a Director or officer, to the Company except where the liability relates to a wilful breach of duty to the Company or a contravention of Section 181-184 of the Law.
- (b) any liability for legal costs or expenses incurred by the Director or officer in defending proceedings (whether civil or criminal) against the Director or officer in their capacity as a Director or officer.

26.3 Resolution to Grant Indemnity

A Director may vote in favour of a resolution that the Company grant an indemnity, take insurance or pay the premiums on an insurance policy even though the Director has a direct and material interest in the outcome of the resolution.

I/We, the Member/s whose name/s and address/es appear in the table below, being the initial Member/s of the Company hereby agree:

- (a) To adopt the Constitution and Rules for the Company on the terms and conditions set out herein;
- (b) That the replaceable rules of the Law, with the exception of Section 249X, will not apply to this Company; and
- (c) That I/we have read and understand the Constitution and Rules of the Company.