

"A"

Hadassah Charity Limited

Constitution

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Constitution

Hadassah Charity Limited ("Company")

1 Definitions and interpretation

1.1 Definitions

In this Constitution, unless the context requires otherwise:

"Alternate" means a person appointed as an alternate Director under clause 18.

"Board" means the board of Directors of the Company.

"Chairperson" means the person appointed or elected from time to time pursuant to clause 16.

"Commissioner" means the Commissioner of Taxation, a second Commissioner of Taxation or a Deputy Commissioner of Taxation or other delegate of the Commissioner of Taxation for the purposes of the Tax Act.

"Company" means the company defined at the beginning of this Constitution.

"Constitution" means this Constitution as supplemented, substituted or amended from time to time and includes any rules, regulations and by-laws of the Company for the time being in force.

"Corporations Act" means the *Corporations Act 2001* (Cth).

"Deputy Chairperson" means the person appointed or elected from time to time pursuant to clause 16.

"Director" means a person occupying the position of director of the Company and includes any person acting as an Alternate.

"Eligible Charity" means a fund, authority or institution –

- (a) which is charitable at law; and
- (b) gifts or contributions to which are deductible under item 1 of the table in section 30-15 of the Tax Act; and
- (c) if required under the Tax Act, which has objects and purposes similar to the objects and purposes of the Company and which is not carried on for the profit or gain of its members.

"Executive" means the persons who, together, comprise the executive body of the Company, established under clause 16.

"First Resolution" has the meaning given to that term in clause 9.3(a).

"Gift Fund" means the Hadassah Charity Gift Fund established or to be established for the purposes of the Tax Act in accordance with clause 4.

"GST" has the meaning given to that term by Section 195-1 of the GST Act.

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999*.

"Member" means a person who is entered in the Register

"Membership" means the contractual rights of a person to membership of the Company, being the rights attaching to the class of membership conferred on that person.

"Membership Year" means each period of 12 Months commencing on 1 July and ending on the next ensuing 30 June.

"Month" means calendar month.

"Nominee" means, in respect of a Member who is not a natural person, the natural person nominated in accordance with clause 5.4 who is authorised to exercise all the rights of that Member under this Constitution.

"Office" means the Company's registered office.

"Present" means, when used in relation to a Member at a meeting, present in person or by proxy, attorney, or representative.

"Register" means the register of members of the Company.

"Responsible Person" means an individual who –

- (a) performs a significant public function;
- (b) is a member of a professional body having a code of ethics or rules of conduct;
- (c) is officially charged with spiritual functions by a religious institution;
- (d) is a director of a company whose shares are listed on the ASX Limited;
- (e) has received formal recognition from government for services to the community; or
- (f) is approved as a Responsible Person by the Commissioner.

"Secretary" means a person appointed from time to time pursuant to clause 23.1.

"Security Interest" means any mortgage, lien, hypothecation, charge (whether fixed or floating), bill of sale, caveat, pledge, claim, trust arrangement, preferential right, right of set-off, title retention or other form of encumbrance and includes any "security interest" within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth).

"Subscription" means the annual subscription fee payable by Members pursuant to clause 5.3.

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

1.2 Words and expressions

In this Constitution, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this Constitution;

- (e) a reference to this Constitution includes any schedules or annexures;
- (f) headings are for convenience and do not affect interpretation;
- (g) a reference to any document or agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (h) a reference to "\$", "A\$" or "dollar" is a reference to Australian currency;
- (i) a reference to a time is a reference to Australian Eastern Standard Time or Australian Eastern Daylight Time, whichever is appropriate;
- (j) a reference to a party includes its executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (k) a reference to writing includes any method of representing words, figures or symbols in a permanent and visible form;
- (l) words and expressions denoting natural persons include bodies corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;
- (m) a reference to any legislation or to any provision of any legislation includes:
 - (i) any modification or re-enactment of the legislation;
 - (ii) any legislative provision substituted for, and all legislation, statutory instruments and regulations issued under, the legislation or provision; and
 - (iii) where relevant, corresponding legislation in any Australian State or Territory;
- (n) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Constitution or any part of it;
- (o) the words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation; and
- (p) words or expressions defined in the Corporations Act but not in this Constitution have the same meaning in this Constitution.

1.3 Replaceable rules

To the extent permitted by law, the replaceable rules contained in the Corporations Act do not apply to the Company.

2 Objects

2.1 Principal objects

The principal object of the Company is to prevent or control disease in human beings and in particular:

- (a) to advance knowledge in the field of medical, scientific and clinical research;
- (b) to facilitate and support medical research into the causes, prevention and treatment of a wide range of diseases in human beings through research collaborations, including collaborations between medical researchers located in Australia and Israel;
- (c) to undertake, encourage and promote the advancement of education and training in medical, scientific and clinical research including but not limited to conferences, seminars and workshops within and outside Australia;
- (d) to facilitate and support programs within and outside Australia which contribute to the advancement of medical knowledge and/or research;

- (e) to make grants to scientists, medical and health specialists and professionals, organisations and institutions, for the purpose of providing education and training or for the purpose of conducting research on behalf of the Company to further the Company's objects;
- (f) to establish medical liaisons and collaboration within and outside Australia to promote education, training and research on behalf of the Company to further the Company's objects; and
- (g) to raise community awareness of diseases in human beings on behalf of the Company to further the Company's objects within and outside Australia.

2.2 Ancillary objects

For the purpose of achieving the principal objects set out in clause 2.1, the Company has and will continue to –

- (a) conduct public programs including education programs, social and community programs and research programs;
- (b) disseminate information relating to education and community programs and to produce, edit, publish, issue, sell, circulate and preserve such papers, periodicals, books, circulars and other literary matters as are conducive to these objects;
- (c) establish and maintain relationships and close communications with corporations, entities, associations, foundations, institutions, organisations and groups including Federal, State and Local Government instrumentalities, authorities and professionals that may have related interests to the Company and utilise their resources and facilities to provide and achieve the objects of the Company;
- (d) seek and co-ordinate funding from Federal, State and Local Government and the private sector in the form of grants, gifts, donations and bequests committed to the objects of the Company;
- (e) encourage and promote and generally to create greater community awareness in the knowledge and understanding of the objects of the Company;
- (f) provide or attract funds for the facilitation of any of the objects especially for the conduct of public programs including education, research and community programs; and
- (g) do all such other things as are incidental or conducive to the attainment of the objects and aims of the Company and its Members.

The objects of the Company will be pursued principally in Australia.

2.3 Not for profit

- (a) The objects of the Company will not be carried on for the purpose of profit or gain to its Members and the income and property of the Company, from whatever sources derived, will be applied solely towards the promotion of the objects of the Company. No income or property of the Company will be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the Members of the Company.
- (b) Notwithstanding anything contained in clause 2.3(a), nothing contained in that clause will prevent the payment, in good faith, of remuneration to any officers or servants of the Company or to any Member in return for any services actually rendered to the Company or for goods supplied in the ordinary or usual way of business, or prevent the payment of interest at a rate not exceeding the rate fixed for the purposes of this clause 2.3(b) by the Board on money borrowed from any Member or reasonable and proper rent for premises demised or let by any Member to the Company.

3 Powers of the Company

- 3.1 The Company has, subject to the Corporations Act, power to do all things necessary or convenient to be done for, or in connection with, the performance of its objects.
- 3.2 Without limiting the generality of clause 3.1, the Company has all the rights, powers and privileges and the legal capacity of a natural person including, but not limited to, the powers to:
- (a) accept gifts, devises, bequests or assignments made to the Company, whether on trust or otherwise, and whether unconditionally or subject to a condition and, if a gift, devise, bequest or assignment is accepted by the Company for the Company on trust or subject to a condition, to act as trustee or to comply with the condition, as the case may be;
 - (b) make available (whether in writing or in any other form and whether by sale or otherwise) information relating to the Company and its functions;
 - (c) to occupy, use and control any land or building owned or held under lease by any other person made available to the Company;
 - (d) acquire, hold and dispose of real and personal property;
 - (e) lease the whole or any part of any land or building for the purpose of the Company;
 - (f) occupy, use and control any other land or building owned or held under lease by any other person and made available to the Company;
 - (g) enter into contracts;
 - (h) erect buildings;
 - (i) employ managers and other staff to implement the objects of the Company and pay such fees, salaries, emoluments and expenses as the Board considers reasonable to such persons;
 - (j) purchase or take on hire, or to accept as a gift or on deposit or loan, and to dispose of or otherwise deal with furnishings, equipment and other goods;
 - (k) act as trustee of moneys or other property vested in the Company on trust; and
 - (l) do anything incidental to any of the Company's objects.
- 3.3 Notwithstanding anything contained in this Constitution, any money or other property held by the Company on trust or accepted by the Company subject to a condition, will not be dealt with except in accordance with the obligations of the Company as trustee or as the person who has accepted the money or other property subject to the condition, as the case may be.
- 3.4 It is intended that the public will contribute to the Gift Fund and the Company will invite the general public to make gifts to the Gift Fund for the purpose of carrying out the objects of the Company.

4 Gift Fund

- (a) The Company must, if required under the Tax Act, establish and maintain, for the specific purposes set out in clause 2, the Gift Fund:
- (i) to which gifts of money, contributions or property for those purposes must be made; and
 - (ii) that does not receive any other money, contributions or property.

- (b) The Gift Fund will not be maintained for the purpose of profit or gain to the Members of the Company.
- (c) All gifts or contributions made to the Gift Fund and any money received because of those gifts or contributions will be applied solely towards the promotion of the objects of the Company set out in clause 2 and no portion of the Gift Fund will be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the Members of the Company.
- (d) The Company will maintain a separate bank account for the Gift Fund and must comply with subdivision 30-BA of the Tax Act with respect to the administration of the Gift Fund.
- (e) The Gift Fund will be administered by a committee of not less than three persons appointed by the Board, a majority of which must be Responsible Persons. The Gift Fund committee will have the sole responsibility for decisions regarding the use and application of all gifts or contributions made to the Gift Fund and any money received because of those gifts or contributions for the purposes set out in clause 2.
- (f) In accordance with the Tax Act, receipts issued for gifts must state:
 - (i) the name of the Company and Gift Fund;
 - (ii) the ABN applicable to the Company; and
 - (iii) the fact that the receipt is for a gift or contribution.
- (g) Clauses 4(b) to 4(f) (both inclusive) apply only if the Company is required to establish a Gift Fund by the Tax Act or if determined by the Board.

5 Membership and eligibility

5.1 Number and classes of Membership

- (a) Subject to this Constitution and the Corporations Act, there must be at least one Member.
- (b) The Board may, from time to time, prescribe a maximum number of Members.
- (c) A person seeking admission to Membership who is not a natural person must nominate a natural person to be its Nominee in accordance with clause 5.4.
- (d) The Board may, from time to time but subject to clauses 6.2 and 6.3, establish different classes of Membership and may prescribe the qualifications, rights and privileges of persons admitted to Membership in, or transferred into, such classes of Membership.

5.2 Admission to Membership

- (a) Every person who, at the date of registration of the Company, is a Member of the Company and has paid his Subscription for the current Membership Year, continues to be a Member.
- (b) A person who is not a Member of the Company at the date of registration of the Company (or who was a Member at that time but has ceased to be a Member) will not be admitted to Membership unless:
 - (i) he applies for Membership in accordance with clause 5.2(c); and
 - (ii) his admission as a Member is approved by the Board.
- (c) Each application must:
 - (i) be in writing, in the form prescribed by the Board, and signed by the applicant;

- (ii) specify the class of Membership sought and such other particulars as the Board may either generally or, in a particular case, require;
 - (iii) contain, or be accompanied by, the undertaking referred to in clause 5.5 and
 - (iv) be delivered with payment for the first year's Subscription to the Secretary at the Office.
- (d) As soon as practicable after receipt of an application referred to in clause 5.2(c) or, a nomination or notice referred to in clause 5.4, the Secretary must refer the application, nomination or notice to the Board.
 - (e) On an application, nomination or notice being referred to the Board, the Directors will determine, in their absolute discretion, whether to approve or to reject the application, nomination or notice.
 - (f) The Directors may, without giving any reason, decline to accept an application for Membership or nomination or notice with respect to a Nominee.
 - (g) If an application is approved by the Board, the Secretary must, as soon as practicable:
 - (i) if the applicant is a natural person - notify the applicant in writing that he has been approved for Membership; and
 - (ii) if the applicant is not a natural person – notify the applicant and its Nominee in writing that the applicant has been approved for Membership and that the Nominee has been approved as its authorised representative.
 - (h) An applicant for Membership becomes a Member and is entitled to exercise the rights of Membership when his name is entered into the Register.
 - (i) The Secretary must, within 28 days after approval by the Board and receipt of the amounts referred to in clause 5.3, enter the applicant's name in the Register and, if the applicant is not a natural person, the Nominee's name.
 - (j) If an application, nomination or notice has been rejected by the Board, the Secretary must, as soon as practicable:
 - (i) notify the applicant in writing that his application or nomination or notice has been rejected; and
 - (ii) return to the applicant the first year's Subscription (if any) which accompanied the application.

5.3 Subscription

- (a) Subject to the following provisions of this clause 5.3, the Board will determine the Subscription payable by Members in each Membership Year.
- (b) The Board is entitled to determine, in its absolute discretion, that the Subscription payable in any Membership Year by any Member, or class of Members, will vary to the Subscription payable by any other Member, or class of Members.
- (c) If the first Membership Year applicable to the person seeking admission to Membership is comprised of less than 365 days, the first year's Subscription payable by that person is to be apportioned according to the number of days remaining in that Membership Year.
- (d) The Subscription is to be paid by each Member, in advance at the commencement of each financial year, by delivery to the Secretary, or to such other person or in such other manner as the Board determines, from time to time.

5.4 Nominee

- (a) A nomination for the purpose of clause 5.1(c) must:
 - (i) be in writing;
 - (ii) be signed or executed by the body corporate or entity seeking Membership;
 - (iii) be delivered to the Secretary, or to such other person as the Board determines, from time to time ; and
 - (iv) accompany the application referred to in clause 5.2(c).
- (b) A Nominee may be removed or replaced by written notice to the Secretary, signed or executed by the body corporate or entity which nominated that Nominee.
- (c) If the body corporate or entity which nominated a Nominee gives notice to the Secretary that it wishes its Nominee to be removed or replaced (for whatever reason), the Secretary will, subject to approval of the Board in accordance with clause 5.2(e) as soon as practicable, make the appropriate entries in the Register.

5.5 Undertaking

- (a) Every Member must provide a written undertaking in accordance with clause 5.5(b).
- (b) Every Member undertakes to contribute to the property of the Company if the Company is wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company (contracted before he 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, in any event, \$10.00 per Member.

5.6 GST

- (a) All payments that are required to be made by a Member under this Constitution (including but not limited to Subscriptions) are exclusive of GST.
- (b) If any payment referred to in clause 5.6(a) is for, or is in connection with, a supply made by the Company under this Constitution on which the Company is liable to pay GST, then such payment will be increased by the prevailing rate of that GST and the Member will pay that increased amount to the Company at the same time and in the same manner as all other payments required to be made.
- (c) The Company must issue to the Member a tax invoice for the increased amount referred to in clause 5.6(b) within 14 days from the date that the increased amount is required to be paid by the Member.

6 Rights of members

6.1 Rights and privileges

- (a) Subject to this Constitution, the Members are entitled to all the rights and privileges of Membership of the Company.
- (b) A right, privilege, or obligation of a person by reason of his Membership:
 - (i) is not capable of being transferred or transmitted to another person; and
 - (ii) terminates on cessation of Membership whether by death or resignation or otherwise as set out in clause 9.

6.2 Variation of Rights

If at any time the Directors exercise the powers under clause 5.1(d), the rights, restrictions or obligations of Members or any class of Members may be varied with either:

- (a) the written consent of not less than 75% of the existing Members; or
- (b) the sanction of a special resolution passed at a separate general meeting of the existing Members.

6.3 Effect of new class of Membership

If the Board establishes a new class of Membership that has the same rights, restrictions or obligations as an existing class of Membership, the establishment of that new class of Membership is not treated as a variation of the rights attaching to that class.

7 Register of member

7.1 Information in Register

The Secretary must keep and maintain a Register containing:

- (a) the name and address of each Member;
- (b) the date on which each Member's name was entered in the register;
- (c) in the case of a Member who is not a natural person, the name and address of its authorised Nominee;
- (d) the class of Membership; and
- (e) any other information which the Board considers necessary.

7.2 Inspection and copies

Subject to the Corporations Act:

- (a) the Register will be made available for inspection, free of charge, to any Member on request; and
- (b) a Member may make a copy of entries in the Register.

8 Default by members

- (a) If a Member fails to pay his Subscription, in whole or in part, in any Membership Year for more than 60 days after the due date for payment:
 - (i) all of the rights and privileges of that Member will be automatically suspended until the Subscription, or such part which is payable and remains outstanding, is paid or until his Membership has been determined in accordance with clause 8(b); and
 - (ii) the Secretary will give notice to that Member requiring payment of the Subscription, or such part of the Subscription which is payable and remains outstanding.
- (b) If any Member fails to pay his Subscription in accordance with clause 8(a), or any part which is payable and remains outstanding for more than 60 days after service of the notice to the Member in accordance with clause 8(a)(ii), the Member will automatically cease to be a Member pursuant to clause 9 and the Secretary must notify that Member accordingly.

9 Cessation of membership

9.1 Ceasing to be a Member

A person ceases to be Member of the Company if:

- (a) he resigns his Membership as provided in clause 10.1; or
- (b) the provisions of clauses 8(a) and 8(b) or the succeeding provisions of this clause 9 become applicable to that Member.

9.2 Continuing liability

A Member who resigns continues to be liable for any Subscription and all arrears due and unpaid at the date of his resignation and for all other amounts due by him to the Company and for any sum not exceeding \$10.00 for which he may become liable as a Member under clause 5.5(b).

9.3 Power to censure, fine, suspend or expel

- (a) If any Member:
 - (i) fails to comply with this Constitution; or
 - (ii) fails to comply with any of the rules, regulations or by-laws of the Company; or
 - (iii) is guilty of any conduct which, in the opinion of the Directors, is unbecoming of a Member or prejudicial to the interests of the Company or its Members,

the Board may, subject to clause 9.3(b), by resolution of the Directors (the "**First Resolution**") censure, fine, suspend or expel that Member.

- (b) A First Resolution under clause 9.3(a):
 - (i) does not take effect unless the Board, at a meeting held not earlier than 14 days and not later than 21 days after the service on the Member of a notice in accordance with clause 9.3(c), confirms the First Resolution in accordance with that clause; and
 - (ii) if the Member exercises a right of appeal to the Company, does not take effect unless the Members confirm the First Resolution in accordance with clause 9.3(h).
- (c) Where the Directors pass a First Resolution in accordance with clause 9.3(a), the Secretary must, as soon as practicable, serve on the Member, a notice in writing:
 - (i) setting out the First Resolution and the grounds on which it is based;
 - (ii) stating that the Member may address the Board at a meeting to be held not earlier than 14 days and not later than 21 days after service of the notice;
 - (iii) stating the date, place and time of that meeting;
 - (iv) informing the Member that he may:
 - (A) attend the meeting; or
 - (B) give to the Board, before the date of the meeting, a written statement seeking revocation of the First Resolution.
- (d) At a meeting of the Directors held in accordance with clause 9.3(c), the Board must:
 - (i) give the Member, or his representative, an opportunity to be heard; and

- (ii) give due consideration to any written statement submitted by, or on behalf of, the Member; and
 - (iii) by resolution, determine whether to confirm or to revoke the resolution.
- (e) If the Directors confirm the First Resolution, the Secretary must notify the Member of the confirmation and the Member may, not later than 48 hours after the date of the meeting of the Directors held in accordance with clause 9.3(c), lodge with the Secretary a notice to the effect that he wishes to appeal to the Company in general meeting against the First Resolution.
- (f) If the Secretary receives a notice under clause 9.3(e), the Secretary must notify the Board and the Directors must call a general meeting of Members within 21 days after the date on which the Secretary received the notice and the general meeting must be held not later than two calendar months after the Secretary received the notice.
- (g) At a general meeting of the Members called in accordance with clause 9.3(f):
- (i) no business other than the question of the appeal shall be transacted;
 - (ii) the Directors may place before the meeting details of the grounds for the First Resolution and the reasons for the passing of the First Resolution;
 - (iii) the Member, or his representative, must be given an opportunity to be heard; and
 - (iv) the Members Present must vote by secret ballot on the question whether the First Resolution should be confirmed or revoked.
- (h) If at the general meeting:
- (i) a majority of the Members Present and voting, vote in favour of the confirmation of the First Resolution, the First Resolution will stand confirmed; and
 - (ii) in any other case, the First Resolution will be revoked.
- (i) No Member is entitled to vote at any general meeting called in accordance with clause 9.3(f) unless all amounts then due and payable to the Company by that Member have been paid.
- (j) If the First Resolution is confirmed by Members, the Member concerned will immediately cease to be entitled to exercise any rights or privileges as a Member and, in the case of a resolution to expel the Member concerned, that Member will be immediately expelled.

10 Resignation of member

- 10.1 A Member who has paid all amounts due and payable by him to the Company may resign from the Company by first giving one month's notice in writing to the Secretary of his intention to resign and on the expiration of that period of notice, the Member will cease to be a Member.
- 10.2 On expiry of notice under clause 10.1, the Secretary will:
- (a) repay to the Member the proportion of the Subscription received by the Company referable to the unexpired term of the Membership Year; and
 - (b) make an entry in the Register recording the date on which the Member ceased to be a Member.

11 General meetings

11.1 Annual General Meeting

- (a) If the Company is required by the Corporations Act to hold an annual general meeting, it will be held within five months after the end of the Company's financial year in accordance with this Constitution and the Corporations Act.
- (b) To the extent applicable to the Company, the business of the annual general meeting may include:
 - (i) the election of the Directors;
 - (ii) the consideration of the financial reports of the Company, the Directors' report and the auditor's report; and
 - (iii) such other business as may be properly transacted at the annual general meeting.

11.2 General meetings

All general meetings other than the annual general meeting will be called general meetings.

11.3 Calling

The Board may call a general meeting at any time. The ability of Members to:

- (a) request that the Board call a general meeting; and
- (b) call and arrange to hold a general meeting themselves,

is limited to the powers set out in the Corporations Act.

11.4 Notice

Subject to the provisions of the Corporations Act allowing general meetings to be held on shorter notice, at least 21 days written notice of a general meeting must be given to:

- (a) each Member;
- (b) each Director;
- (c) any auditor of the Company; and
- (d) any other person required by law.

No other person is entitled to receive notice of a general meeting.

11.5 Content of notice

A notice of a general meeting must:

- (a) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
- (b) state the general nature of the meeting's business;
- (c) if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and the special resolution itself; and
- (d) contain a statement specifying that:
 - (i) the Member has a right to appoint a proxy;
 - (ii) the proxy does not need to be a Member; and
 - (iii) a Member entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise.

11.6 Failure to give notice

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

11.7 Postponement or cancellation or change of general meeting

Subject to the Corporations Act, the Board may at any time prior to the time at which a general meeting is to be held, postpone or cancel any general meeting or change the place of any general meeting. Any such postponement, cancellation or change must be communicated to each Member of the Company and each other person to whom notice was given, in any manner permitted under clause 28.

11.8 Resolutions without general meetings

- (a) Subject to the Corporations Act, the Company may pass a resolution without a general meeting being held if all the Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of a document may be used for signing by Members if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Member signs.

12 Proceedings at general meetings

12.1 Quorum

No business may be transacted at an annual general meeting or any other general meeting unless a quorum is Present at the time when the meeting proceeds to business. A quorum consists of two Members entitled to vote at the meeting, unless the Company only has one Member entitled to vote at the meeting, in which case the quorum is one.

12.2 Determining quorum

Each individual present at a general meeting may only be counted once toward a quorum. If a Member has appointed more than one proxy, attorney or representative, only one of them may be counted towards a quorum.

12.3 Quorum not present

If a quorum is not present within 15 minutes after the time appointed for a general meeting:

- (a) if the meeting was convened at the request of Members, it is automatically dissolved; and
- (b) in any other case:
 - (i) it will stand adjourned to the same time and place on the fifth business day after the meeting; and
 - (ii) if a quorum is not present within 15 minutes from the time appointed for the adjourned meeting, the Members Present (being not less than two) will comprise a quorum.

12.4 Chairing meetings

The Chairperson (or, in the Chairperson's absence, the Deputy Chairperson) will chair every meeting of the Members. If:

- (a) there is no Chairperson or Deputy Chairperson;



- (b) neither the Chairperson nor the Deputy Chairperson is present within 15 minutes after the time appointed for holding the meeting; or
- (c) both the Chairperson and the Deputy Chairperson are unwilling to act as chair of the meeting,

the Members Present and entitled to vote will elect a Member or Director to chair the meeting.

12.5 Function of chairperson

The Chairperson of a general meeting is responsible for the general conduct and procedures to be adopted at the meeting.

12.6 Adjournment by chairperson

The Chairperson of a general meeting at which a quorum is present

- (a) may, with the consent of the meeting; and
- (b) must, if directed by resolution of the meeting, adjourn the meeting to another time and place.

12.7 Adjourned meeting

The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting. Notice of the adjourned meeting must be given if the meeting is adjourned for one month or more.

12.8 Show of hands

Unless a poll is demanded under clause 12.10:

- (a) a resolution put to a vote at a general meeting must be decided on a show of hands; and
- (b) a declaration by the Chairperson that a resolution has been carried, carried by a particular majority or lost and an entry to that effect in the minutes of the meeting will be conclusive evidence of that fact without proof of the number or proportion of votes recorded in favour or against the resolution.

12.9 Majority vote

A resolution of Members must be passed by a majority of the votes cast by Members entitled to vote on the resolution unless otherwise required under the Corporations Act or this Constitution.

12.10 Demanding a poll

Either before or on declaration of the result of a show of hands, a poll may be demanded by:

- (a) the Chairperson;
- (b) at least two Members entitled to vote on the resolution; or
- (c) Members with at least 5% of the votes that may be cast on the resolution on a poll.

The demand for a poll does not affect the continuation of the meeting for the transaction of other business and may be withdrawn.

12.11 When and how polls must be taken

A poll will be taken when and in the manner the Chairperson directs, except for:

- (a) a poll demanded on the election of a Chairperson; or

- (b) a poll demanded on the adjournment of a meeting, which must be taken immediately. The result of the poll will be deemed the resolution of the meeting at which the poll was demanded.

12.12 Equal number of votes

If an equal number of votes is cast for and against a resolution:

- (a) the Chairperson does not have a casting vote in addition to the Chairperson's vote as a Member, proxy, attorney or representative; and
- (b) the resolution is not passed.

13 Voting at general meetings

13.1 Number of votes

Subject to this Constitution and any rights or restrictions imposed on or attached to a class of Membership, every Member who is Present at a general meeting and entitled to vote on a show of hands and on a poll, has one vote.

13.2 Voting by guardians

Subject to the Corporations Act, if the Board is satisfied at least 24 hours before the time fixed for a general meeting that a person has the power to manage a Member's property under a law relating to the management of property of the mentally incapable, that person may vote and exercise any other rights in relation to the general meeting as if it were the Member entered on the Register and the Board must not count the vote of the actual registered Member.

13.3 Unpaid Subscription

A Member is not entitled to vote at a general meeting if any Subscription owing by that Member is in arrears at the date of the meeting.

13.4 Objections

An objection to the qualification of any voter:

- (a) may only be raised at the meeting or adjourned meeting at which the voter tendered its vote; and
- (b) must be determined by the Chairperson, whose decision, if made in good faith, will be final and conclusive.

A vote that the Chairperson does not disallow pursuant to an objection is valid for all purposes.

14 Proxies, attorneys and representatives

14.1 Proxies

A Member entitled to attend and vote at a general meeting may appoint a proxy to attend and vote for the Member at the meeting. A proxy may be an individual or a body corporate.

14.2 Number of proxies

A Member entitled to one vote at a general meeting may appoint one proxy. A Member entitled to more than one vote may appoint no more than two proxies.

14.3 Proportion of votes exercisable by proxies

If a Member appoints two proxies, the appointment may specify the proportion or number of the Member's votes each proxy may exercise. If the appointment does not specify this, each proxy may exercise half of the votes and any fractions of votes will be disregarded.

14.4 Rights of proxies

Subject to this Constitution and the proxy's terms of appointment, a proxy has the same rights as the appointing Member to speak at a general meeting, to vote and to join in and demand a poll.

14.5 Voting rights of proxies

A proxy may vote either on a show of hands or a poll, unless a Member has appointed two proxies at a meeting, in which case neither may vote on a show of hands. If a proxy's appointment specifies the way in which the proxy must vote, the proxy must follow those instructions in accordance with the Corporations Act.

14.6 Attorneys and representatives

A Member may:

- (a) appoint an attorney; or
- (b) if the Member is a body corporate, appoint a representative,

to act for the Member at general meetings or to appoint a proxy to act for the Member at general meetings.

14.7 Rights of attorneys and representatives

Unless restricted by the terms of appointment or the Corporations Act, an attorney or representative may exercise the same powers on the Member's behalf that the Member could exercise at a general meeting or in voting on a resolution.

14.8 No membership requirement

A proxy, attorney or representative may, but need not be, a Member.

14.9 Standing appointments

A Member may appoint a proxy, attorney or representative to act at a particular general meeting or make a standing appointment. A Member may revoke any appointment.

14.10 Instrument of appointment of proxies

Subject to clause 14.12, the instrument of appointment of a proxy must be in a written form approved by the Board and must be signed or executed:

- (a) if the appointing Member is an individual, by the appointing Member or that Member's attorney; and
- (b) if the appointing Member is a body corporate, by the body corporate in accordance with the Corporations Act or by the body corporate's duly authorised attorney or representative or Nominee.

14.11 Instrument of appointment of attorneys and representatives

Subject to clause 14.12, the instrument of appointment of an attorney or a representative must be in a written form and must:

- (a) if an individual Member appoints an attorney, consist of a valid power of attorney signed by the appointing Member in the presence of at least one witness; and
- (b) if a body corporate appoints an attorney or representative, consist of a valid power of attorney or, in the case of a representative, valid certificate of

appointment executed by the appointing Member in accordance with the Corporations Act.

14.12 Alternative method of appointment

Notwithstanding clauses 14.10 and 14.11, the instrument of appointment of a proxy, attorney or representative will be valid if it is in a form and is authenticated in any manner prescribed by the Corporations Act.

14.13 Company must receive appointments

The appointment of a proxy, attorney or representative is only effective in relation to a general meeting if the Company receives the instrument effecting the appointment and any additional documents required by clause 14.15:

- (a) in the case of a proxy or attorney, at least 48 hours before the time for holding the meeting or adjourned meeting (unless the notice of meeting specifies a shorter time period); and
- (b) in the case of a representative, before the commencement of the meeting or adjourned meeting.

14.14 Definition of receipt

The Company receives the documents referred to in clause 14.13 when they are received:

- (a) at the Office;
- (b) at a fax number at the Office;
- (c) at a place, fax number or electronic address specified in the notice of meeting; or
- (d) if the notice of meeting specifies other electronic means by which a Member may give the documents, by those means in accordance with the Corporations Act.

14.15 Additional documents

If an appointment purports to be executed under a power of attorney or other authority, the original power or authority or a certified copy of it must be received by the Company along with the appointment.

14.16 Chairperson may declare appointment valid

if:

- (a) the instrument of appointment of a proxy, attorney or representative does not comply with the terms of this Constitution; or
- (b) the appointment and any additional documents are not received by the Company in accordance with the terms of this Constitution,

the appointment will be treated as invalid unless the Chairperson declares otherwise.

14.17 Adjourned meetings

An appointment of a proxy, attorney or representative for a particular general meeting is valid at the adjourned meeting.

14.18 Rights of proxies and attorneys if Member present

A proxy or attorney has no power to act for a Member at a general meeting at which the Member is present in person or, in the case of a body corporate, by representative. A proxy has no power to act for a Member at a general meeting at which the Member is present by attorney.

14.19 Priority of conflicting appointments

The following rules govern conflicting appointments:

- (a) an appointment of a proxy is revoked (or suspended for the particular general meeting if a standing appointment) if the Company receives a further proxy appointment that would result in the Member having more proxies than the Member is entitled to under clause 14.2;
- (b) the proxy appointment made first in time under clause 14.19(a) is the first to be treated as revoked or suspended under that clause; and
- (c) if more than one attorney or representative appointed by a Member is present at a general meeting and the Company has not received notice of revocation of any of the appointments:
 - (i) an attorney or representative appointed to act at that particular meeting may act to the exclusion of an attorney or representative appointed under a standing appointment; and
 - (ii) subject to clause 14.19(c)(i), the more recently appointed attorney or representative may act to the exclusion of an attorney or representative appointed earlier in time.

14.20 Continuing authority

A vote cast by a proxy, attorney or representative at a general meeting will be valid even if, before the vote, the appointing Member:

- (a) dies or becomes mentally incapacitated; or
- (b) revokes the appointment or the authority under which the appointment was made by a third party,

unless the Company has received written notification of the matter before the start or resumption of the meeting.

15 Class meetings

The provisions of this Constitution relating to general meetings apply, with any necessary modifications, to separate meetings of a class of Members except that the necessary quorum will be two Members of the relevant class entitled to vote at the meeting, unless there is only one such Member, in which case the quorum is one.

16 Directors and Executive

16.1 Minimum and maximum number

- (a) The Company will have at least three Directors, unless otherwise provided by the Corporations Act, each of whom will be:
 - (i) if there is only one Member, appointed by the sole Member; and
 - (ii) In any other case, elected by the Members in accordance with clause 17.
- (b) The Executive will consist of a Chairperson, Deputy Chairperson and such other persons appointed by the Board from time to time.

16.2 No membership requirement

A Director may, but need not be, a Member.

16.3 Other positions

A Director may simultaneously hold any other office or position in the Company on terms determined by the Board.

16.4 Meetings of Members

A Director is entitled to notice of, and to attend, all general meetings and class meetings.

16.5 Appointment and removal by Members

Subject to clause 16.1, the Company may by resolution passed in general meeting:

- (a) appoint a person to be a Director;
- (b) remove a Director from office;
- (c) appoint another person in a Director's place;
- (d) fix the maximum number of Directors and increase or reduce that number; and
- (e) determine any rotation and retirement policies for Directors.

16.6 Casual vacancy or addition to Board

- (a) In the event of a casual vacancy in any office referred to in clause 16.1(b), the Directors may appoint one of the Members to the vacant office and the Member so appointed may continue in office up to and including the conclusion of the annual general meeting next following the date of the appointment.
- (b) The Board may appoint a person to be a Director at any time either to fill a casual vacancy or as an addition to the existing Directors, but the total number of Directors must not exceed any maximum number fixed in accordance with clause 16.5(d).
- (c) A Director appointed to fill a casual vacancy in accordance with clause 16.6(a) will hold office for the remainder of the term of office of the Director whose office has become vacant and will be eligible for re-appointment in accordance with clause 16.6(c) at the end of that term.

16.7 Term of office

Subject to clause 16.8 and the terms of any agreement between the Company and the relevant Director, a Director holds office for a period of 2 years but is eligible for re-appointment by Members.

16.8 Cessation of appointment

A person automatically ceases to be a Director if:

- (a) the person is not permitted by the Corporations Act (or an order made under the Corporations Act) to be a Director;
- (b) the person becomes bankrupt or enters into or becomes subject to any arrangement or composition with creditors;
- (c) the person becomes mentally incapable or a person whose estate or property is liable to be dealt with in any way under any law relating to mental health;
- (d) the person resigns by notice in writing to the Company;
- (e) the person is removed from office under clause 16.5; or
- (f) the term for which the person was appointed or elected expires.

17 Election of Directors

The election of Directors will take place in the following manner:

- (a) any person wishing to serve as a Director and, if applicable, to hold one of the offices on the Executive referred to in clause 16.1(b) must be nominated by an existing Member;
- (b) the written nomination, signed by the nominee and his proposer, must be lodged with the Secretary at least 14 days before the annual general meeting at which the election is to take place;
- (c) a list of the names of the candidates, in alphabetical order with the proposer's name, will be posted in a conspicuous place at the Office for at least seven days immediately preceding the annual general meeting at which the election is to take place;
- (d) if the number of candidates standing for election exceed the number of vacancies, balloting lists will be prepared containing the names of the candidates in alphabetical order and each Member Present (excluding the candidates) at the annual general meeting will be entitled to vote for any number of candidates not exceeding the number of vacancies to be filled; and
- (e) if there is not be a sufficient number of candidates nominated, the Directors may fill the remaining vacancy or vacancies as they think fit.

18 Alternates

18.1 Appointment

With the approval of the Board, a Director may appoint an Alternate to act in the appointing Director's place for a specified period and may terminate that appointment at any time.

18.2 No membership requirement

An Alternate may, but need not be, a Member.

18.3 Powers and duties

An Alternate is entitled to the same rights and powers as a Director while acting in that capacity (including the right to receive notice of and to attend and vote at Directors' meetings) and is subject to the same duties.

18.4 Cessation of appointment

An Alternate's appointment ceases if:

- (a) the appointing Director terminates it;
- (b) the appointing Director ceases to be a Director; or
- (c) an event occurs that would cause the Alternate to cease to be a Director under clause 16.8 if the Alternate were a Director.

18.5 Written notice

The appointment of an Alternate or its termination by the appointing Director is only effective when it is in writing signed by the appointing Director and a copy is given to the Company.

19 Remuneration of Directors

19.1 Honorary

The Directors (excluding those who are salaried employees) will be honorary.

19.2 Expenses

The Company will pay Directors all reasonable travelling and other expenses properly incurred:

- (a) in attending Board meetings or any meetings of committees of Directors;
- (b) in attending any general meetings of the Company; and
- (c) in connection with the Company's business.

19.3 Board approval

All payments to Directors under clause 19.2 must be approved by the Board.

20 Powers and duties of Directors

20.1 Management of the Company

The business of the Company will be managed by the Board. The Board may exercise all the powers of the Company except any powers that are required by this Constitution or the Corporations Act to be exercised by the Company in general meeting.

20.2 Specific powers

Without limiting the generality of clause 20.1, the Board may exercise all the powers of the Company to:

- (a) borrow money;
- (b) grant Security Interests in relation to any of the Company's property or business to secure any debt, liability or obligation of the Company or any other person;
- (c) guarantee, indemnify or otherwise become liable for the payment of money or the performance of any obligation by or of any other person; and
- (d) pay out of the Company's funds all expenses of the promotion, formation and registration of the Company and the vesting in it of the assets acquired by the Company,

on any terms determined by the Board.

20.3 Duties under the Corporations Act

A Director must comply with the Corporations Act and fulfil any duties prescribed in it.

20.4 No disqualification

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

- (a) holding any office, place of profit or position of employment with the Company;
- (b) acting in a professional capacity for the Company;
- (c) being a member or creditor of any corporation (including the Company) or partnership; or
- (d) entering into any agreement or arrangement with the Company.

20.5 Disclosure of interests

If required by the Corporations Act, or under any other relevant law, a Director must disclose to the Board any material personal interest the Director has in a matter relating to the affairs of the Company. The Secretary must record details of any such disclosures in the minutes of the relevant Board meeting.

20.6 Voting if Director has an interest

If a Director discloses a material personal interest in a matter being considered at a Board meeting or the interest is not one requiring disclosure under the Corporations Act or under any other relevant law:

- (a) the Director may vote on matters that relate to the interest and may be counted towards a quorum;
- (b) any transactions that relate to the interest may proceed and the Director may participate in the execution of any relevant document; and
- (c) if disclosure is made before the transaction is entered into:
 - (i) the Director may retain benefits under the transaction; and
 - (ii) the Company cannot avoid the transaction merely because of the existence of the interest.

20.7 Obligation of secrecy

Every Director and other agent or officer of the Company must:

- (a) keep the transactions and affairs of the Company confidential, except:
 - (i) to the extent necessary to enable the person to perform his or her duties to the Company;
 - (ii) as required by the Board or the Company in general meeting; and
 - (iii) as required by law; and
- (b) if requested by the Board, sign a confidentiality undertaking consistent with this clause 20.7.

21 Delegation of Directors' powers

21.1 Power to delegate

The Board may delegate any of its powers to:

- (a) a committee of Directors;
- (b) a Director;
- (c) an employee or adviser of the Company; or
- (d) an attorney.

21.2 Terms of delegation

A delegation of powers under clause 21.1 may be made:

- (a) for a specified period or without specifying a period; and
- (b) on the terms (including the power to delegate further) and subject to any restrictions that the Board determines.

A document of delegation may contain provisions for the protection and convenience of those who deal with the delegate that the Board thinks appropriate.

21.3 Delegate to comply with directions

A delegate under clause 21.1 must exercise its powers subject to any direction from the Board.

21.4 Board may revoke delegation

The Board may revoke a delegation of its powers at any time.

21.5 Advisory board

- (a) The Board may establish one or more advisory boards comprising such persons as the Board thinks fit. A member of an advisory board may, but need not be, a Director or Member.
- (b) An advisory board will act in an advisory capacity only and in the exercise of the powers delegated in accordance with this clause 21, conform to any direction from the Board.

21.6 Proceedings of committees and advisory board

Subject to the terms on which power is delegated to a committee or advisory board and any directions from the Board:

- (a) a committee or advisory board is free to determine the rules that regulate its meetings and proceedings; and
- (b) in the absence of such a determination, the rules will be the same as those that govern Board meetings in this Constitution, so far as they are applicable,

and the Board may change any of the powers, duties and functions of a committee or advisory committee, may remove any member of a committee or advisory board or dissolve a committee or advisory board at any time.

22 Board meetings

22.1 Procedure

Subject to this Constitution and the Corporations Act, the Board may meet, adjourn and otherwise regulate its meetings as it determines. The Board may invite any other person it considers necessary or appropriate to attend and speak at any meeting but that person is not entitled to vote.

22.2 Calling

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

22.3 Notice

Each Director must be given reasonable notice of a Board meeting or the resumption of an adjourned Board meeting. Notice may be given in any manner determined or adopted by the Board from time to time.

22.4 Use of technology

A Board meeting may be held using any audio, audio-visual or other technology:

- (a) that enables the participating Directors to simultaneously hear each other and participate in discussion; or
- (b) to which all Directors have consented.

A minute certified by the chairperson of such a meeting will be conclusive evidence of the proceedings at that meeting and the observance of all necessary formalities.

22.5 Consent

A Director's consent under clauses 22.3 and 22.4 may be a standing one and may only be withdrawn within a reasonable period before the meeting.

22.6 Quorum

The quorum necessary for the transaction of business at a Board meeting is three Directors unless the Board determines a greater number. A quorum must be present for the entire meeting.

22.7 When a Director is treated as present

If a Board meeting is held by audio or audio-visual technology:

- (a) a Director is treated as present if the Director is able to hear and be heard by all others attending; and
- (b) unless the Chairperson is notified that a Director is leaving the meeting, the Director will be assumed to have been present for the duration of the meeting.

If a meeting is held using any other technology consented to by all Directors, the Board must determine the basis on which Directors are treated as present.

22.8 Chairperson

The Chairperson (or, in the Chairperson's absence, the Deputy Chairperson) will chair every meeting of the Board. If:

- (a) there is no Chairperson or Deputy Chairperson;
- (b) neither the Chairperson nor the Deputy Chairperson is present within 15 minutes after the time appointed for holding the meeting; or
- (c) both the Chairperson and the Deputy Chairperson are unwilling to act as chair of the meeting,

the Directors present and entitled to vote will elect a Director to chair the meeting.

22.9 Decisions

A resolution of the Board must be passed by a majority of votes cast by Directors. If an equal number of votes is cast for and against a resolution:

- (a) the Chairperson does not have a casting vote in addition to the chairperson's vote as a Director; and
- (b) the resolution is not passed.

22.10 Too few Directors

The Directors may continue to act even if there are vacancies on the Board. If the number of Directors is reduced below the minimum required under clause 16.1, the continuing Directors may act as a Board only:

- (a) to convene a general meeting of Members; or
- (b) in emergencies.

22.11 Written resolutions passed by multiple Directors

The Directors may pass a resolution without holding a Board meeting if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Director signs.

22.12 Signing written resolutions

For the purposes of clause 22.11, the Company may accept a copy of a signed document sent by facsimile or electronic means.

22.13 Valid proceedings

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

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

23 Secretary

23.1 Appointment

Subject to the Corporations Act, the Board must appoint a Secretary. The appointment may be made for a specified period or without specifying a period and the Board may remove the Secretary from office at any time.

23.2 Terms

The appointment of a Secretary will be on the terms that the Board determines.

23.3 Cessation of appointment

A person automatically ceases to be a Secretary if:

- (a) the person is not permitted by the Corporations Act (or an order made under the Corporations Act) to be a Secretary;
- (b) the person becomes bankrupt or enters into or becomes subject to any arrangement or composition with one or more of its creditors;
- (c) the person becomes mentally incapable or a person whose estate or property is liable to be dealt with in any way under any law relating to mental health;
- (d) the person resigns by notice in writing to the Company;
- (e) the person is removed from office under clause 23.1; or
- (f) the term for which the person was appointed expires.

24 Minutes

24.1 Board must keep minutes

The Board must cause minutes to be kept of:

- (a) the proceedings and resolutions of meetings of Members, Directors and committees of Directors;
- (b) the names of Directors present at each meeting of Directors or committees of Directors;
- (c) any resolutions passed by Members or Directors without a meeting;
- (d) any disclosures or notices of Directors' interests; and
- (e) any other matters for which the Corporations Act requires minutes to be kept.

24.2 Minutes must be signed

Minutes must be signed in accordance with the Corporations Act. Minutes of a meeting must be signed within a reasonable time after the meeting by:

- (a) the Chairperson or the chair of that meeting; or
- (b) the Chairperson or the chair of the next meeting.

24.3 Minutes as evidence

A minute recorded and signed in accordance with the Corporations Act is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proven.

24.4 Access to minutes

The Company must ensure that the minute books for meetings of Members and for resolutions passed by Members without meetings are open for inspection by Members free of charge.

25 Seal and execution of documents

25.1 Common seal

The Board may decide whether or not the Company has a common seal. The Board is responsible for the safe custody of a common seal and any duplicate seals.

25.2 Use of seals

A common seal or duplicate seal may only be used with the authority of the Board.

25.3 Executing documents

Every document to which a common seal or duplicate seal is affixed must be signed by:

- (a) two Directors or a Director and a Secretary; or
- (b) any other person or combination of persons appointed by the Board to attest to the fixing of the seal.

If a document is not required at law to be executed under seal, it will be binding on the Company if signed by two Directors or a Director and a Secretary or some other person or combination of persons appointed by the Board for that purpose.

26 Accounts

26.1 Obligations

The Company must keep written financial records in accordance with the Corporations Act and prepare any reports required by the Corporations Act.

26.2 Inspection

A Member who is not a Director does not have any right to inspect the Company's financial records except:

- (a) as authorised by the Board on terms determined by the Board; or
- (b) as required by the Corporations Act.

27 Audit

The Board must appoint an auditor unless the Members at a general meeting have appointed an auditor or unless otherwise required or permitted by the Corporations Act.

28 Notices

28.1 Method

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); and
- (b) either:
 - (i) delivered personally;
 - (ii) sent by post to that person's registered address or an alternative address nominated by that person; or
 - (iii) sent electronically or by fax to an electronic address or fax number nominated by that person.

28.2 Receipt

A notice given in accordance with clause 28.1 is taken as having been given and received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post:
 - (i) within Australia, on the second business day after the date of posting;
 - (ii) to or from a place outside Australia, on the seventh business day after the date of posting;
- (c) if transmitted by e-mail, on transmission; or
- (d) if transmitted by facsimile, at the time recorded on the transmission report indicating successful transmission of the entire notice,

but if the delivery or transmission is not on a business day or is after 5.00pm (recipient's time) on a business day, the notice is taken to be received at 9.00am (recipient's time) on the next business day.

28.3 Evidence of service

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

29 Winding up

29.1 Distribution of Company's assets

On the first to occur of:

- (a) the winding up or deregistration of the Company; or
- (b) if the Company is endorsed as a deductible gift recipient under subdivision 30-BA of the Tax Act, revocation of the Company's endorsement as a deductible gift recipient; or
- (c) if the Company is endorsed as an income tax exempt charity under subdivision 50-B of the Tax Act, revocation of the Company's endorsement as an income tax exempt charity;

all surplus assets of the Company, after satisfaction of all debts and liabilities of the Company, must be paid, distributed or transferred to:

- (a) one or more Eligible Charities; or
- (b) to the extent required or permitted by the Tax Act, funds, charitable at law, which comply with the requirements of item 2 of the table in section 30-15 of the Tax Act.

29.2 Distribution of Gift Fund assets

If clause 4 applies, on the first to occur of the winding up or dissolution of the Gift Fund or the revocation of the endorsement of the Gift Fund as a deductible gift recipient under subdivision 30-BA of the Tax Act, the remaining money or property (if any) forming part of the Gift Fund must be transferred to one or more Eligible Charities.

29.3 Conditions of distribution to Eligible Charities

Where gifts to an Eligible Charity are deductible only if, among other things, the conditions set out in the relevant table item in subdivision 30-B of the Tax Act are satisfied, a transfer under this clause 29 must be made in accordance with those conditions.

29.4 Identity of Eligible Charities

The identity of such Eligible Charity for the purposes of this clause 29 will be determined by the Board at or before the time of:

- (a) winding up or deregistration of the Company; or
- (b) the Company ceasing to be endorsed as a deductible gift recipient under item 1 of the table contained in section 30-15 of the Tax Act; or
- (c) revocation of the Company's endorsement as an income tax exempt charity; or
- (c) if clause 4 applies,
 - (i) the winding up or dissolution of the Gift Fund; or
 - (ii) revocation of endorsement of the Gift Fund as a deductible gift recipient;

and (where applicable) approved by a Deputy Commissioner of Taxation and, in default, will be determined by the Supreme Court of Victoria.

30 Indemnity and insurance

30.1 Indemnity and insurance

Subject to and to the maximum extent permitted under the law, the Company:


- (a) indemnifies each of its officers; and
- (b) may enter into and pay premiums on a contract insuring any of its officers, against any liability incurred by an officer in that capacity, including any legal costs incurred in defending an action for such a liability.

30.2 Survival of indemnity

The indemnity in clause 30.1 will continue notwithstanding that an officer ceases to be an officer of the Company.

30.3 Indemnity and insurance subject to law

For the avoidance of doubt:



- (a) the indemnity in clause 30.1 does not apply so as to indemnify an officer from any liability for which the Company is prohibited from indemnifying the officer under the Corporations Act; and
- (b) the Company may not insure an officer against any liability for which the Company is prohibited from indemnifying the officer under the Corporations Act.



