

A COMPANY LIMITED BY GUARANTEE

Pursuant to the Corporations Act 2001

CONSTITUTION

of

ROYAL SOUTH STREET SOCIETY

**BAIRD &
McGREGOR**

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1. GENERAL

1.1 Name of Company

The name of the Company is ROYAL SOUTH STREET SOCIETY

1.2 Replaceable Rules

The Replaceable Rules do not apply to the Company.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In these Rules unless it is inconsistent with the subject or context in which it is used:

‘Annual General Meeting’ means the General Meeting that the Company is required by law to hold at least once each calendar year;

‘ASIC’ means the Australian Securities and Investments Commission;

‘Board’ means the Directors for the time being of the Company;

‘Board Meeting’ means the meeting at which the Directors collectively exercise the powers and/or functions entrusted to them under the terms of the Constitution;

‘body corporate’ means any legal entity recognised by law;

‘business day’ means a day on which banks (as that term is defined in the Banking Act 1959) are open for business in Melbourne;

‘Chair’ includes an acting Chair under rule 9.5;

‘Committee’ means a committee to which powers have been delegated by the Board pursuant to rule 16.7;

‘Company’ means ROYAL SOUTH STREET SOCIETY;

‘Constitution’ means the constitution of the Company, as amended from time to time;

‘Executive Director of the Company’ means the person appointed from time to time as the executive director of the Company;

‘General Meeting’ means a meeting of the Members and includes the Annual General Meetings;

‘Independent Director’ is a person qualified to be appointed to the Board in accordance with the criteria set out in rule 11.3(a)(iii);

‘Law’ means the Corporations Act 2001 and the Corporations Regulations 2001 (as defined in the Corporations Act 1989);

‘Director’ means a person appointed or elected from time to time to the office of director of the Company in accordance with these rules and includes any alternate director duly appointed as a member of the Board;

‘Financial Year’ means the year ending on 31st December or such other period as the Board may determine.

‘Member’ means any person who becomes a member in accordance with the law and this Constitution being those classes of Members described in rule 5, namely Board Members, Ex Officio Members, Life Honorary Members, Associate Members and Volunteer;

‘Members present’ means Members present at a general meeting of the Company in person;

‘Registered Office’ means the registered office from time to time of the Company;

‘Officebearer’ means those offices described in rule 11.1(C);

‘person’ and words importing persons include partnerships, associations and corporations unincorporated and incorporated by Ordinance, Act of Parliament or registration as well as individuals;

‘Register’ means the register of Members of the Company established pursuant to the Law;

‘Registered address’ means the address of a Member specified in the Register or any other address of which the Member notifies the Company as a place at which the Member will accept service of notices;

‘Replaceable Rules’ means all or any of the replaceable rules contained in the Law from time to time and includes any replaceable rule that was or may become, a provision of the Law;

‘rules’ means the rules of this Constitution as altered or added to from time to time;

‘Seal’ means the common seal, if any, from time to time of the Company;

‘Secretary’ means a person appointed as Secretary of the Company and includes any person appointed to perform the duties of secretary;

‘securities’ includes shares, rights to shares, options to acquire shares and other securities with rights of conversion to equity;

‘staff’ means all persons employed by the Company under contracts of service whether as full time or part time employees but does not include any person engaged as consultants from time to time; and

‘writing’ and **‘written’** includes printing, and other modes of reproducing words in a visible form.

2.2 Interpretation

- (a) Words and phrases which are given a special meaning by the Law have the same meaning in these rules, unless the contrary intention appears.
- (b) Words in the singular include the plural and vice versa.
- (c) Words importing a gender include each other gender.
- (d) A reference to the Law or any other statute or regulations is to be read as though the words 'as modified or substituted from time to time' were added to the reference.
- (e) The headings and sidenotes do not affect the construction of these rules.
- (f) An expression used in a particular Part, Division, Schedule or regulation of the Law that is given by that Part, Division, Schedule or regulation a special meaning for the purpose of that Part, Division Schedule or regulation has, in any of these rules that deals with a matter dealt with by that Part, Division, Schedule or regulation, unless the contrary intention appears, the same meaning as in that Part, Division, Schedule or regulation.

3. OBJECTS AND POWERS

3.1 Objects of Company

The objects for which the Company is established are:

- (a) To promote education in performance art and excellence in artistic endeavours through the conducting of an annual eisteddfod.
- (b) To encourage a range of performers in a range of performance arts to benefit the general community.
- (c) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal; and any rights of privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Company. Provided that in case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as is allowed by the law having regard to such trusts.
- (d) To enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them; and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

- (e) To appoint, employ, remove or suspend such staff and other persons as may be necessary or convenient for the purposes of the Company.
- (f) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects.
- (g) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Company's interest, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.
- (h) To invest and deal with the money of the Company not immediately required.
- (i) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way.
- (j) In furtherance of the objects of the Company to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (k) To take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Company's property of whatsoever kind sold by the Company, or any money due to the Company from purchasers and others.
- (l) To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Company.
- (m) To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company, in the shape of donations, annual subscriptions or otherwise.
- (n) To print and publish any newspapers, periodicals, books or leaflets that the Company may think desirable for the promotion of its objects.
- (o) In furtherance of the objects of the Company to amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of the Company and which shall prohibit the distribution of its or their income and property among its or their members.

- (p) In furtherance of the objects of the Company to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.
- (q) In furtherance of the objects of the Company to transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate or any other stipulated charitable organisation
- (r) To act as principal in holding entertainments in any venue and for these purposes to engage, make, and enter into contracts with performers, venue management, and all or any other persons, bodies and societies.
- (s) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Company.

3.2 Separate objects

Each of the above objects constitutes a separate object of the Company, and no such object may be construed by reference to any other such object.

3.3 Powers of the Company

The Company has the power to do all such things as are incidental and conducive to the attainment of the objects and the exercise of the powers of the Company, save that the Company is prohibited from making distributions to the Members and paying fees to the Directors.

3.4 No power to issue shares

The Company has no power to neither issue nor allot fully or partly paid shares to any person.

4. NON-PROFIT NATURE OF THE COMPANY

4.1 Non-profit

- (a) The income, property, profits and financial surplus of the Company, whenever derived, must be applied solely towards the promotion of the objects of the Company as set out in this Constitution.
- (b) The Company is a non-profit organisation and shall not carry on business for the purpose of profit or gain to its individual Members and no portion of its income, property, profits and financial surplus may be paid, distributed to or transferred, directly, indirectly, by way of dividend, property, bonus or

otherwise by way of profit, to the Members, or the Board, or their relatives, except as provided by this Constitution.

- (c) Nothing in this Constitution prevents:
- (i) the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any Member or Director of the Company, in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual way of business, as long as any such payments are approved of by the Directors;
 - (ii) the payment of interest at a rate not exceeding interest at the rate for the time being charged by the Company's bankers for overdrawn accounts on money borrowed from a Member; or
 - (iii) reasonable and proper rent for premises demised or let by any Member to the Company.

4.2 No distribution of profits to Members on winding up

Where property remains after the winding-up or dissolution of the Company and satisfaction of all its debts and liabilities, it may not be paid to nor distributed among the Members of the Company but must be given to or transferred to another fund, authority or institution having objects similar to the objects of the Company, and whose Constitution prohibits the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of this Constitution, which fund, authority or institution is to be determined by the Members of the Company at or before the time of the dissolution.

4.3 Limited liability on winding up

Each Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after they cease to be a Member for the payment of the debts and liabilities of the Company contracted before they cease to be a Member and of the costs charges and expenses of winding up and for adjustment of the rights of the contributors among themselves, such amount as may be required, not exceeding \$2.00.

5. MEMBERSHIP

5.1 Types of membership

- (a) Until otherwise determined by the Members in a general meeting, there shall be the following classes of Members:

- (i) Board Members (or Directors);
- (ii) Ex Officio Board Members;
- (iii) Life Members;
- (iv) Associate Members; and
- (v) Volunteers;

5.2 Board Members

Board Membership shall be governed by rule 11.

5.3 Ex Officio Members

- (a) The Board may admit as an Ex Officio Member of the Company, upon such terms and subject to such conditions as the Board may from time to time determine, any person who by reason of their special qualifications would, in the opinion of the Board, advance the Objects of the Company.
- (b) The number of Ex Officio Members of the Company is unlimited.
- (c) An Ex Officio Membership may not exceed one year, unless renewed by the Board. The Board may in its absolute discretion revoke any Ex Officio Membership at any time.
- (d) An Ex Officio Member is entitled to receive notice of and to attend, speak and vote at general meetings.

5.4 Life Members

- (a) The Board may nominate for Life Membership any natural person who, in the opinion of the Board, is regarded worthy of life membership by reason of their outstanding and meritorious service to the Company.
- (b) On the recommendation of the Board, a Life Member may be appointed by the Company by a resolution passed at a general meeting at which the resolution is moved but specific notice of the proposed resolution must be included in the notice of meeting at which it is intended to move the resolution.
- (c) A certificate in a form approved by the Board shall be presented to a person appointed as a Life Member.
- (d) The number of Life Members shall be unlimited and shall continue unless and until a special resolution is passed at a general meeting at which the resolution is moved but notice of the proposed resolution and grounds for proposing the resolution must be included in the notice of meeting at which it is intended to be moved.

- (e) Life Membership carries no special privileges except as bestowed by the Board from time to time.

5.5 Associate Members

- (a) Associate Membership is granted to any natural person who after a minimum of at least 12 months as a volunteer for the Company and who completes the applicable application form and makes full payment of an annual renewal fee as set by the board from time to time.
- (b) Associate Members shall: -
 - (i) be provided with access to Company publications (such as newsletters);
 - (ii) be kept informed by the Board of any issues which may affect them (such as competition schedules and general or legal requirements);
 - (iii) be allowed the opportunity to raise any issues that they consider to be of concern to the Company with the Executive Officer (such issues to then be taken to the Board); and
 - (iv) be invited to attend general meetings and can be co-opted onto committees of the Company.

5.6 Volunteers

Volunteer membership is granted to any natural person who is registered by the company as a volunteer to assist the Company in its activities and where such volunteer service is less than 12 months or who has chosen not to seek Associate Membership or has allowed such membership to lapse.

Volunteers shall;

- (i) be provided with access to Company publications (such as newsletters and annual reports);
- (ii) be kept informed by the Board of any issues which may affect them (such as competition schedules and general or legal requirements);
- (iii) be allowed the opportunity to raise any issues that they consider to be of concern to the Company with the Secretary or EO (such issues to then be taken to the Board); and
- (iv) be invited to attend general meetings and can be co-opted onto committees of the Company.

5.7 Voting rights of Members

The entitlement of Members to vote on a show of hands and on a poll in general meetings of the Company is as follows:

- (a) each Board Member (Director) has the right to one vote;
- (b) Each Ex Officio Member has the right to one vote;
- (c) Each Life Member has the right to one vote; and
- (d) Each Associate Member has the right to one vote.
- (e) No Volunteer has the right to vote.

Where a Member is a member of multiple classes (eg a Board Member who is a Life Member) then the entitlement is just one vote.

5.8 Termination of Membership

- (a) The Board may terminate the membership and give prompt notice of the decision to the member if a Member:
 - (i) is found guilty or convicted of a criminal or indictable offence;
 - (ii) fails to comply with any provision of the Constitution; or
 - (iii) conducts themselves in a manner considered by the Board to be adverse or prejudicial to the interests of the Company-
- (b) If a person's Membership is terminated, that person may, within 30 days of receiving notice of the termination or rejection, give to the Secretary or Executive Officer written notice of their intention to appeal against the Board's decision.
- (c) Within 2 months of receiving the notice, the Board shall convene a general meeting to determine the appeal.
- (d) At the meeting, the Member and the Board shall be given the opportunity to fully present their respective cases.
- (e) The member is entitled to be represented by a legal practitioner, advocate or other person at this meeting.
- (e) The appeal shall then be determined by the meeting referred to in clause 5.8(c) by majority vote.

5.9 Resignation of Membership

- (a) A Member of the Company may resign by giving notice in writing to the Secretary.
- (b) A resignation is effective immediately after the Secretary receives the notice but all outstanding monies, if any, that have not been paid by the Member prior to resignation taking effect, shall continue to be due and owing.

- (c) The resignation of a Board Member is detailed in rule 12.1.

6. RIGHTS AND OBLIGATIONS

6.1 Amount of fees and subscriptions payable

The entrance fees and the annual subscription fees for the various classes of membership are such amounts and are due at such times as the Board from time to time may determine.

6.2 Variation of rights of Members

Whilst the membership is divided into different classes, the rights attached to any class (unless otherwise provided by the terms of application for membership of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of Members with at least 75% of the votes in the class, or with the sanction of a special resolution passed at a general meeting of the Members of that class.

7. FINANCIAL RECORDS

7.1 Keeping of financial records

- (a) The financial year of the Company commences on the first day of January and ends on the 31st day of December .
- (b) Proper books and financial records must be kept and maintained showing correctly the financial affairs of the Company. The Company must ensure the relevant accounting and auditing requirements of the Law are duly complied with.
- (c) The Board must distribute to all Members at the end of each financial year, copies of the financial report including a copy of the auditor's report and any other documentation, in the form required or permitted under the Law.
- (d) All expenditure must be approved or ratified at a meeting of the Board.
- (e) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by not less than 2 persons so authorised by the Board.

- (f) The Board must cause to be made out and laid before each annual general meeting a financial report made up to a date not more than 6 months before the date of the meeting and auditor's report.

7.2 Banking of monies

All the monies of the Company shall be banked in the name of the Company in a bank account at such bank as the Board may from time to time direct.

7.3 Appointment of auditor

The Company must appoint and retain a properly qualified auditor whose duties are determined in accordance with the Law. No Member may act as auditor of the Company.

7.4 Inspection of records of the Company

The board shall be open and transparent with its members at all times however;

- (i) The Board may at its sole discretion determine whether and to what extent, and at what time and place and under what conditions the financial records and other documents of the Company or any of them will be open to the inspection of Members or any other person; and
- (ii) No person has the right to inspect any document of the Company except as provided by Law or as authorised by the Board.

8. GENERAL MEETINGS

8.1 General meetings

- (a) General meetings of the Company may be called and held at the times and places and in the manner determined by the Board.
- (b) The Members may not convene a meeting of the Company except as permitted by the Law.
- (c) By resolution of the Board, any general meeting (other than a general meeting which has been requisitioned or called by Members in accordance with the Law) may be cancelled or postponed prior to the date on which it is to be held.
- (d) The Chair of a general meeting may refuse admission to, or require leaving and remaining out of, the meeting any person:
 - (i) in possession of a pictorial-recording or sound-recording device;
 - (ii) in possession of a placard or banner;
 - (iii) in possession of an object considered by the Chair to be dangerous, offensive or liable to cause disruption;

- (iv) who refuses to produce or to permit examination of any object, or the contents of any object or container, in the person's possession;
- (v) who behaves or threatens to behave in a dangerous, offensive or disruptive manner; or who is not:
 - (A) a Member or a proxy, attorney or, if applicable, a corporate representative of a Member;
 - (B) a Director; or
 - (C) the auditor of the Company.
- (e) A person, whether or not a Member, who is invited by the Board or the Chair to attend a general meeting, is entitled to be present.

8.2 Notice of general meeting

- (a) Not less than 21 days' notice of a general meeting must be given by the Board in the form and in the manner the Board thinks fit including notice of any general meeting at which the Board proposes or these rules require that an election of the Board be held.
- (b) Notice of meetings shall be given to the Members and to such persons as are entitled under these rules or the Law to receive notice. The non-receipt of a notice of any general meeting by, or the accidental omission to give notice to, any person entitled to notice does not invalidate any resolution passed at that meeting.
- (c) If the meeting is to be held at 2 or more places the notice is to set out details of the technology that will be used to facilitate such a meeting and any other matters required to be stated by the Law in relation to the use of such technology.

9. PROCEEDINGS OF MEETINGS

9.1 Business of general meetings

- (a) The business of an annual general meeting is to receive and consider the financial and other reports required by the Law to be laid before each annual general meeting, to elect Directors in the place of those retiring under these rules, when relevant to appoint an auditor, and to transact any other business which, under these rules, is required to be transacted at any annual general meeting.

- (b) All other business transacted at an annual general meeting and all business transacted at other general meetings is deemed to be special. Except with the approval of the Board, with the permission of the Chair or pursuant to the Law, no person may move at any meeting either:
 - (i) in regard to any special business of which notice has been given under rule 8.2, any resolution or any amendment of a resolution; or
 - (ii) any other resolution which does not constitute part of special business of which notice has been given under rule 8.2.
- (c) The auditors and their representative are entitled to attend and be heard on any part of the business of a meeting which concerns the auditors. The auditors or their representative, if present at the meeting, may be questioned by the Members, as a whole, about the audit.

9.2 Quorum

A minimum of twenty members who hold voting rights of which three must be Board members present constitute a quorum for a general meeting except if the Company at any time has less than 20 Members then there must be a minimum of 30% of all registered members present. . No business may be transacted at any meeting except the election of a Chair and the adjournment of the meeting unless the requisite quorum is present at the commencement of the business.

9.3 Adjournment in absence of quorum

If within 15 minutes after the time specified for a general meeting a quorum is not present, the meeting, if convened upon a requisition or called by Members, is to be dissolved, and in any other case it is to be adjourned to the same day in the next week (or, where that day is not a business day, the business day next following that day) at the same time and place and if, at the adjourned meeting, a quorum is not present within 30 minutes after the time specified for holding the meeting, the meeting is to be dissolved.

9.4 Chair

- (a) The Chair of the Board is entitled to be Chair at every general meeting.
- (b) If at any general meeting:
 - (i) the Chair of the Board is not present at the specified time for holding the meeting; or
 - (ii) the Chair of the Board is present but is unwilling to act as Chair of the meeting, the deputy Chair of the Board is entitled to take the chair at the meeting.

- (c) If at any general meeting:
 - (i) there is no Chair of the Board or deputy Chair of the Board;
 - (ii) the Chair of the Board and deputy Chair of the Board are not present at the specified time for holding the meeting; or
 - (iii) the Chair of the Board and the deputy Chair of the Board are present but each is unwilling to act as Chair of the meeting, the Directors present may choose another Director as Chair of the meeting and if no Director is present or if each of the Directors present is unwilling to act as Chair of the meeting, a Member chosen by a majority on a show of hands by the Members present is entitled to take the chair at the meeting.

9.5 Acting Chair

If during any general meeting the Chair acting pursuant to rule 9.4 is unwilling to take the chair for any part of the proceedings, the Chair may withdraw from the chair during the relevant part of the proceedings and may nominate any person who immediately before the general meeting was a Director or who has been nominated for election as a Director at the meeting to be acting Chair of the meeting during the relevant part of the proceedings. Upon the conclusion of the relevant part of the proceedings the acting Chair is to withdraw and the Chair is to retake the chair.

9.6 General conduct of meeting

- (a) Except as provided by the Law, the general conduct of each general meeting of the Company and the procedures to be adopted at the meeting are as determined by the Chair.
- (b) The Chair may at any time the Chair considers it necessary or desirable for the proper and orderly conduct of the meeting demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Members present.
- (c) The Chair may require the adoption of any procedure which is in the Chair's opinion necessary or desirable for the proper and orderly casting or recording of votes at any general meeting of the Company, whether on a show of hands or on a poll.

9.7 Adjournment

- (a) The Chair may at any time during the course of the meeting adjourn from time to time and place to place the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting or any debate or discussion and may adjourn any business, motion, question, resolution, debate or discussion either to a later time at the same meeting or to an adjourned meeting.
- (b) If the Chair exercises a right of adjournment of a meeting pursuant to this rule, the Chair has the sole discretion to decide whether to seek the approval of the Members present to the adjournment and, unless the Chair exercises that discretion, no vote may be taken by the Members present in respect of the adjournment.
- (c) No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

9.8 Voting

Each question submitted to a general meeting is to be decided in the first instance by a show of hands of the Members present and entitled to vote. In the case of an equality of votes, the Chair has, both on a show of hands and at a poll, a casting vote in addition to the vote to which the Chair may be entitled as a Member.

9.9 Declaration of vote on a show of hands - when poll demanded

- (a) At any meeting, unless a poll is demanded, a declaration by the Chair that a resolution has been passed or lost, having regard to the majority required, and an entry to that effect in the book to be kept of the proceedings of the Company signed by the Chair of that or the next succeeding meeting, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution. A poll may be demanded:
 - (i) before a vote is taken;
 - (ii) before the voting results on a show of hands are declared; or
 - (iii) immediately after the voting results on a show of hands are declared.
- (b) A poll may be demanded by:
 - (i) the Chair;
 - (ii) at least 3 Members present entitled to vote on the resolution.
- (c) No poll may be demanded on the election of a Chair of a meeting.

9.10 Taking a poll

If a poll is demanded as provided in rule 9.9, it is to be taken in the manner and at the time and place as the Chair directs, and the result of the poll is deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn. In the case of any dispute as to the admission or rejection of a vote, the Chair's determination in respect of the dispute made in good faith is final.

9.11 Continuation of business

A demand for a poll does not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. A poll demanded on any question of adjournment is to be taken at the meeting immediately and without adjournment.

9.12 Special meetings

All the provisions of these rules as to general meetings apply to any special meeting of any class of Members which may be held pursuant to the operation of these rules or the Law.

10. VOTES OF MEMBERS

10.1 Voting rights

- (a) The entitlement of Members to vote on a show of hands and on a poll is as set out in rule 5.7.
- (b) A Member may not exercise a right to vote at any general meeting if any monies remain unpaid as at the time of commencement of the general meeting.

11. THE BOARD

11.1 Directors

- (a) All Directors must be natural persons.
- (b) All Board Members shall be Directors of the Company of which there shall be a maximum of 9 unless determined otherwise by the Members in a general meeting.
- (c) The Board consists of the following Officebearers:
 - (i) the Chair;
 - (ii) the Deputy Chair;
 - (iii) the Treasurer; and
 - (iv) the Secretary
- (d) In addition to the Officebearers, the Board shall consist of up to an additional maximum number of 5 Directors.

- (e) All Directors must be elected or appointed at the Annual General Meeting in accordance with this rule 11.

11.2 Election of Directors

The Directors are elected every 3 years at the Annual General Meeting of the Company and hold office until the third anniversary following their election when they are eligible for re-election which shall take place in the following manner:

- (a) one third of all Directors shall retire at each Annual General Meeting with the longest in office standing down or if the Directors shall have been in office for the same period, then the Directors shall determine which Directors shall stand down by agreement and failing agreement, then by lot;
- (b) subject to rule 11.3, any 2 Members who are entitled to vote in accordance with rule 5.5 may nominate any other Member to serve as a Director;
- (c) no person is eligible for election to the Board at any Annual General Meeting (or any general meeting of the Company) unless the person or some Member intending to nominate the person has given notice in writing signed by the nominee giving consent to the nomination and signifying either candidature for the office or the intention of the Member to nominate the nominee. To be valid, the notice is required to be left at the Company's registered office not less than 14 days, and not more than 21 days, before the meeting;
- (d) a list of the candidates' names in alphabetical order with the proposers' and seconders' names shall be forwarded to all Members of the Company within 7 days of the Annual General Meeting;
- (e) each Member present at the Annual General Meeting is entitled to vote for any number of such candidates not exceeding the number of vacancies;
- (f) if the number of nominations in respect of any position on the Board exceeds the number of vacancies to be filled, a ballot shall be held at the Annual General Meeting in such manner as the Chair may direct; and
- (g) the Board may fill up any remaining vacancy or vacancies on the Board as casual vacancies.

11.3 Casual vacancies

- (a) The Board has the power at any time and from time to time to appoint an eligible person as an Ex Officio Member either to fill a casual vacancy on the Board or as an addition to the existing members of the Board but so that the total number of Members does not at any time exceed the number fixed in accordance with this Constitution.

- (b) Any person appointed under this rule 11.3 holds office until the next Annual General Meeting when an election may be held to fill the vacancy but such person is not to be taken into account in determining the number of Board Members who are to retire by rotation at the meeting. Any person appointed under this rule 11.3, is eligible to stand for election at that Annual General Meeting in accordance with this Constitution.
- (c) The Members present in Annual General Meeting may by ordinary resolution elect an eligible person as a Director but so that the total number of Directors does not at any time exceed the number fixed in accordance with this Constitution.
- (d) Any person appointed under rule 11.3 has full voting rights at all board meetings.

12. VACATION OF OFFICE

12.1 Resignation

- (a) Any Director may resign at any time from the Board by notice in writing delivered to the Secretary but such resignation only takes effect at the time when such notice is received by the Secretary unless some later date is specified in the notice when it shall take effect on the later date.

12.2 Removal

- (a) A Director may be removed from office by ordinary resolution of the Members at a general meeting of the Company convened for that purpose. At any such general meeting the Director must be given the opportunity to fully present their case either orally or in writing or partly by either or both of these means.
- (b) A Director who ceases to be a Director under rule 12.2 retains office until the dissolution or adjournment of the general meeting at which the member is removed.

12.3 Disqualification

- (a) The office of a director is vacated:
 - (i) upon a Director becoming an insolvent under administration, suspending payment generally to creditors or compounding with or assigning the Director's estate for the benefit of creditors;

- (ii) upon a Director becoming a person of unsound mind or a person who is a patient under laws relating to mental health or whose estate is administered under laws relating to mental health;
 - (iii) upon a Director being absent from meetings of the Board during a period of 3 consecutive calendar months without leave of absence from the Board where the Board has not, within 14 days of having been served by the Secretary with a notice giving particulars of the absence, resolved that leave of absence be granted;
 - (iv) upon a Director resigning office by notice in writing to the Company;
 - (v) upon a Director being removed from office pursuant to the Law; or
 - (vi) upon a Director being prohibited from being a director by reason of the operation of law.
- (b) A Director who vacates office pursuant to rule 12.3(a) is not to be taken into account in determining the number of Directors who are to retire by rotation at any annual general meeting.

13. OFFICEHOLDERS

13.1 Appointment to office

- (a) Subject to this rule 13.1, the Officebearers are chosen by the Board from the Directors at the first meeting of the Board after any annual general meeting.
- (b) The Officebearers continue to hold office until the earlier of:
 - (i) their resignation from that office in accordance with rule 13.2;
 - (ii) their removal from that office in accordance with rule 13.1(d);
 - (iii) their office as Director becomes vacant in accordance with this Constitution; and
 - (iv) subject to rule 13.1(c), the date of the first meeting of the Board after the second anniversary of their appointment to that office.
- (c) In the event a person is appointed to take the place of an appointed Officebearer, then the appointee shall hold office only until the expiration of the term that would have ordinarily applied to the outgoing Officebearer.
- (d) The Board has the sole power at any time and from time to time to appoint any Director as an Officebearer and to remove any Director appointed under this Constitution from any of those offices but not from the office of director.

13.2 Resignation

Any Officebearer may resign at any time from such office by notice in writing delivered to the Secretary but such resignation only takes effect at the time when the

Secretary receives such notice unless some later date is specified in the notice when it shall take effect on and from that later date.

14. EXERCISE OF VOTING POWER

14.1 Exercise of voting power in other corporations

The Board may exercise the voting power conferred by the shares in any corporation held or owned by the Company as the Board thinks fit (including the exercise of the voting power in favour of any resolution appointing the Directors, or any of them, directors of that corporation) and a Director of the Company may vote in favour of the exercise of those voting rights notwithstanding that the Director is, or may be about to be appointed, a director of that other corporation and may be interested in the exercise of those voting rights.

15. PROCEEDINGS OF THE BOARD

15.1 Procedures relating to Board meetings

- (a) The Board may meet together, upon each Director being given reasonable notice, for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Until otherwise determined by the Board, five Directors in office constitute a quorum.
- (c) Notice is deemed to have been given to a Director, and all Directors are hereby deemed to have consented to the method of giving notice, if notice is sent by mail, personal delivery, facsimile transmission or by electronic mail to the usual place of residence, fax number or electronic address of the Director (if any fax number or electronic address is notified to the Company) or at any other address given to the Executive Officer by the member from time to time subject to the right of the Director to withdraw such consent within a reasonable period before a meeting.
- (d) If the Board is required to make a decision and any Director has any actual, potential or perceived conflict of interest pertaining to that decision, that Director must not vote on the matter or be present while the matter is being considered.

15.2 Meetings by telephone or other means of communication

The Board may meet either in person or by telephone or by other means of communication consented to by all Directors subject to the right of a Director to withdraw their consent within a reasonable period before a meeting. All persons participating in the meeting must be able to hear and be heard by all other participants. A meeting conducted by telephone or other means of communication is deemed to be held at the place agreed upon by the Directors attending the meeting, provided that at least one of the Directors present at the meeting is at that place for the duration of the meeting.

15.3 Votes at meetings

Questions arising at any meeting of the Board are decided by a majority of votes. The Chair of the meeting of the Board shall, in addition to his deliberative vote, have a second or casting vote in the event of an equality of votes.

15.4 Convening of meetings

The Chair or the Board may at any time, and the Secretary, upon the request of any Director, must convene a meeting of the Board.

15.5 Chair

The Board may elect a Chair and a deputy Chair of its meetings and determine the period for which each is to hold office. If no Chair or deputy Chair is elected or if at any meeting the Chair and the deputy Chair are not present at the time specified for holding the meeting (or, if being present, the relevant Directors refuse to act as Chair or deputy Chair), the Directors present may choose one of their number to be Chair of the meeting.

15.6 Powers of meetings

A meeting of the Board or any adjournment of a meeting at which a quorum is present is competent to exercise any of the authorities, powers and discretions for the time being vested in or exercisable by the Board.

15.7 Delegation of powers to Committees

- (a) The Board may, subject to the constraints imposed by law, delegate any of its powers to Committees consisting of one or more Directors or any other person or persons as the Board thinks fit.
- (b) Any Committee formed or any person or persons appointed to a Committee must, in the exercise of the powers delegated, conform to any policies or regulations that may from time to time be determined by the Board. A delegate of the Board may be authorised to sub delegate any of the powers for the time being vested in the delegate.

- (c) The Board shall use its best endeavours to ensure that a person with appropriate financial management skills is a member of the finance committee.

15.8 Proceedings of Committees

- (a) A Committee in the exercise of the duties delegated or assigned to it shall conform to any directions or instructions that may be imposed or given by the Board .
- (b) A Committee has no authority to consent to or make any binding decisions on behalf of the Company with all such actions to be presented to and ratified by the Board.
- (c) A Committee appointed by the Board shall be under the control and direction of the Board and has no direct part or power in the management of the Company.

15.9 Validity of acts

- (a) All acts done at any meeting of the Board or by a Committee or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any of the Directors or the Committee or the person acting as a Director or that any of them were disqualified, as valid as if every person had been duly appointed and was qualified and continued to be a Director or a member of the Committee (as the case may be).
- (b) If the number of Directors is reduced below the minimum number fixed pursuant to these rules, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of calling a general meeting of the Company but for no other purpose.

15.10 Resolution in writing

- (a) A resolution in writing of which notice has been given to all Directors and which is signed by all such persons entitled to vote on the resolution is as valid and effectual as if it had been passed at a meeting of the Board duly called and constituted and may consist of several documents in the same form each signed by one or more of the Directors.
- (b) A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with their authority is deemed to be a document in writing signed by that Director.

16. POWERS OF THE BOARD

16.1 General powers of the Board

- (a) The management and control of the business and affairs of the Company are vested in the Board, which (in addition to the powers and authorities conferred upon them by these rules) may exercise all powers and do all things as are within the power of the Company and are not by Law directed or required to be exercised or done by the Company in general meeting.
- (b) The Board may make such regulations and by-laws not inconsistent with the Constitution, as in the opinion of the Board are necessary or desirable for the proper control, administration and management of the Company's finances, affairs and property or are necessary for the convenience, comfort and well-being of the Members (including the terms of entry of Members to the Company's premises and any event or function sponsored, promoted, facilitated or conducted by the Company) and amend or rescind from time to time any such regulations and by-laws.
- (c) A regulation or by-law of the Company made by the Board may be disallowed by the Company in a later general meeting.
- (d) A resolution or regulation made by the Company in general meeting cannot invalidate prior acts of the Board which would have been valid if that resolution or regulation had not been passed or made.

16.2 Directors may contract with the Company

- (a) A Director is not disqualified by the office of director from contracting or entering into any arrangement with the Company or any other person either as vendor, purchaser or otherwise
- (b) No contract or arrangement entered into with the Company or any other person by a Director or any contract or arrangement entered into by or on behalf of the Company or any other person in which a Director is in any way interested may be avoided for that reason.
- (c) A Director is not liable to account to the Company for any profit realised by any contract or arrangement, by reason of holding the office of or of the fiduciary relationship established by the office.
- (d) No Director may as a director vote in respect of any contract or arrangement in which the Director has directly or indirectly any material personal interest if to do so would be contrary to the Law and if the Director does vote his vote may not be counted nor shall the Director be counted in the quorum present at the

meeting but either or both of these prohibitions may at any time be relaxed or suspended to any extent by ordinary resolution passed at a general meeting, if permitted by the Law.

- (e) A Director who is interested in any contract or arrangement may, notwithstanding the interest, attest the affixing of the Seal to, or otherwise execute any document evidencing or otherwise connected with the contract or arrangement.

17. COMPANY SECRETARY

The Secretary holds office on such terms and conditions as to remuneration and otherwise as the Board determines.

18. OTHER SALARIED OFFICERS

18.1 Executive Officer of the Company ("EO")

The Board shall determine the terms of appointment, functions, delegations and annual performance review of the EO of the Company.

18.2 Other officers

The Board may appoint such officers and employees at such salaries for such periods and on such terms as it thinks fit and may subject to conditions of the employment of such officers and employees dispense with their services and re-appoint or appoint other officers and employees as it thinks fit taking into consideration legislation pertaining to such actions.

19. THE SEAL

19.1 Company Seal is optional

The Company may have a Seal.

19.2 Affixing the Seal

If the Company has a Seal, the Board is to provide for its safe custody and it should only be used by the authority of the Board. Every instrument to which the Seal is affixed is to be signed by a Director and countersigned by the Secretary or by a second Director or by another person appointed by the Board for the purpose. The

Board may determine either generally or in any particular case that a signature may be affixed by a mechanical means specified in the determination.

19.3 Execution of documents without a Seal

The Company may execute a document, including a deed, by having the document signed by:

- (a) 2 Directors; or
- (b) a Director and the Secretary, and if the Company executes a deed, the document is to be expressed to be executed as a deed and be executed in accordance with the appropriate procedures set out in rule 20.2 or rule 20.4.

19.4 Other ways of executing documents

Notwithstanding the provisions of rules 19.2 and 19.3, the Company in any other manner permitted by law may, also execute any document including a deed.

20. MINUTES

20.1 Contents of minutes

The Board must ensure that minutes are duly recorded in any manner it thinks fit and include:

- (a) the names of the Members present at each meeting of the Company, the Board and of any Committees; and
- (b) details of all resolutions and proceedings of general meetings of the Company and of meetings of the Board and any Committees.

20.2 Signing of minutes

The minutes of any meeting of the Board or of any Committee or of the Company, if purporting to be signed by the Chair of the meeting or by the Chair of the next succeeding meeting, are prima facie evidence of the matters stated in the minutes.

21. NOTICES

21.1 Service of notices

- (a) A notice may be given by the Company to a Member, or in the case of joint Members, if applicable, to the Member whose name stands first in the Register, personally, by leaving it at the Member's Registered address or by sending it by prepaid post or facsimile transmission addressed to the

Member's Registered address or by sending it to the electronic address (if any) nominated by the Member.

- (b) All notices sent by prepaid post to persons whose Registered address is not in Australia may be sent by airmail or some other way that ensures that it will be received quickly.

21.2 When notice deemed to be served

- (a) Any notice sent by post is deemed to have been served at the expiration of 48 hours after the envelope containing the notice is posted and, in proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted.
- (b) Any notice served on a Member personally or left at the Member's Registered address is deemed to have been served when delivered.
- (c) Any notice served on a Member by facsimile transmission is deemed to have been served when the transmission is sent. A facsimile is deemed to be duly sent when the Company's facsimile system generates a message confirming successful transmission of the total number of pages of the notice to the addressee.
- (d) Any notice served on a Member by electronic means is deemed to have been served when the electronic message is sent.

21.3 Member not known at Registered address

Where a Member does not have a Registered address or where the Company has bona fide reason to believe that a Member is not known at the Member's Registered address, all future notices are deemed to be given to the Member if the notice is exhibited in the Registered Office, if any, for a period of 48 hours (and is deemed to be duly served at the commencement of that period) unless and until the Member informs the Company of a Registered address.

21.4 Signature to notice

The signature to any notice to be given by the Company may be written or printed.

21.5 Reckoning of period of notice

Where a given number of days' notice or notice extending over any other period is required to be given, the day of service is not to be reckoned in the number of days or other period.

21.6 Service on deceased Members

A notice delivered or sent by post to the Registered address of a Member pursuant to these rules is (notwithstanding that the Member is then dead and whether or not the Company has notice of the Member's death) deemed to have been duly served and the service is for all purposes deemed to be sufficient service of the notice or document on the Member's heirs, executors or administrators.

21.7 Persons entitled to notice of general meeting

- (a) Notice of every general meeting is to be given to:
 - (i) each Member of the Company;
 - (ii) each Director; and
 - (iii) the auditor for the time being of the Company.
- (b) No other person is entitled to receive notices of general meetings.
- (c) The Board may invite any other persons to attend in part or all of any Board or general meeting of the Company but such persons may not speak to any item of business at any such meeting unless invited to so by the Board.

21.8 Notification of change of address

Every Member must notify the Company of any change of his or her address and any such new address must be entered in the Register of Members as required to be kept by the Law and upon being so entered becomes the Member's Registered address.

22. INDEMNITY AND INSURANCE

22.1 Indemnity in favour of Directors, Secretaries and executive officers

Subject to the Law and rule 22.2, the Company shall indemnify each Director, Secretary and executive officer to the maximum extent permitted by law, against any Liability incurred by them by virtue of their holding office as, and acting in the capacity of, director, secretary or executive officer of the Company, other than:

- (a) a Liability owed to the Company or a related body corporate of the Company;
- (b) a Liability for a pecuniary penalty order under section 1317G of the Law or a compensation order under section 1317H of the Law; or
- (c) a Liability owed to a person other than the Company that did not arise out of conduct in good faith.

22.2 Indemnity for legal costs

The Company shall indemnify each Director, Secretary and Executive Officer to the maximum extent permitted by law, against any Liability for legal costs incurred by them in respect of a Liability incurred by them by virtue of their holding office as, and

acting in the capacity of, director, Secretary or executive officer of the Company other than for legal costs incurred:

- (a) in defending or resisting proceedings, in which the Director, Secretary or executive officer is found to have a Liability for which they could not be indemnified under rule 22.1;
- (b) in defending or resisting criminal proceedings in which the Director, Secretary or executive officer is found guilty;
- (c) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (but this rule 22.2(c) does not apply to costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order); or
- (d) in connection with proceedings for relief to the Director, Secretary or executive officer under the Law in which the court denies the relief.

22.3 Indemnity for employees

Subject to the Law and rule 22.4, the Company may indemnify an employee, who is not a Director, Secretary or executive officer of the Company, to the maximum extent permitted by law, against any Liability incurred by them by virtue of their holding office as, and acting in the capacity of, an officer of the Company, other than:

- (a) a Liability owed to the Company or a related body corporate of the Company;
- (b) a Liability for a pecuniary penalty order under section 1317G of the Law or a compensation order under section 1317H of the Law; or
- (c) a Liability owed to a person other than the Company that did not arise out of conduct in good faith.

22.4 Indemnity for legal costs of employees

The Company may indemnify an employee other than a Director, Secretary or executive officer to the maximum extent permitted by law, against any Liability for legal costs incurred in respect of a Liability as, or by virtue of their holding office as, and acting in the capacity of, an officer of the Company other than for legal costs incurred:

- (a) in defending or resisting proceedings, in which the officer is found to have a Liability for which they could not be indemnified under rule 22.3;
- (b) in defending or resisting criminal proceedings in which the officer is found guilty;

- (c) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (but this rule 22.4 does not apply to costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order); or
- (d) in connection with proceedings for relief to the officer under the Law in which the court denies the relief.

22.5 Proceedings

For the purposes of rules 22.2 and 22.4, ‘proceedings’ includes the outcomes of the proceedings and any appeal in relation to the proceedings.

22.6 Insurance for the benefit of Directors, Secretaries and executive officers

- (a) Subject to the Law, the Company may pay a premium for a contract insuring a person who is or has been a Director, Secretary or executive officer of the Company acting in that capacity against:
 - (i) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
 - (ii) a liability arising from negligence or other conduct.

22.7 Insurance for other officers

Subject to the Law, the Company may pay a premium for a contract insuring a person who is or has been an employee and also an officer of the Company, acting in that capacity, but who is not a Director, Secretary or executive officer of the Company against:

- (a) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
- (b) a Liability arising from negligence or other conduct.

22.8 When insurance may not be provided by the Company

The Company shall not pay, nor agree to pay, a premium for a contract insuring a person who is or has been a Director, Secretary or executive officer or an employee who is also an officer of the Company, against a Liability (other than one for legal costs) arising out of:

- (a) conduct involving a wilful breach of duty in relation to the Company; or
- (b) a contravention of section 182 or section 183 of the Law.

22.9 Definitions for the purposes of rule 22

In this rule 22, except to the extent the context otherwise requires:

‘Liability’ includes any claim, action, suit, proceeding, investigation, inquiry, damage, loss, cost or expense;

‘executive officer’ means a person who is concerned, or takes part in, the management of the Company (regardless of the person’s designation and whether or not the person is a director of the Company);

‘officer’ means:

- (a) a director or Secretary of the Company;
- (b) a person:
 - (i) who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Company;
 - (ii) who has the capacity to affect significantly the Company’s financial standing; or
 - (iii) in accordance with whose instructions or wishes the Board is accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person’s professional capacity or their business relationship with the Board or the Company).

23. GRIEVANCE PROCEDURE

- (a) Subject to the Law, any dispute under the rules between a Member and another Member or a Member and the Company must, unless all parties to the dispute otherwise agree, be dealt with as outlined in this rule.
- (b) Any party to a dispute as outlined above may by notice in writing refer the dispute to the Board for determination in favour of that party (the Applicant) and must serve a copy of the notice upon all other parties to the dispute.
- (c) The notice must provide details of:
 - (a) all parties to the dispute; and
 - (b) the nature of the dispute under the Rules;and may contain such submissions and evidence which the Board thinks fit.
- (d) Within 30 days of being served with a copy of the notice, any other party to the dispute may make a written submission to the Board and serve a copy to that submission on the Applicant.

- (e) Within 60 days of receipt of a notice under rule 23(b), the Board shall conduct a hearing to determine the dispute at which it shall hear any further submissions and evidence any party to the dispute wishes to present.
- (f) Any party to the dispute may appoint any person to act on behalf of that party in the above proceedings.
- (g) The above procedures must be implemented in accordance with the common law rules of natural justice.
- (h) A determination made by the Board under the above procedures is final and binding on all parties to the dispute and no appeal lies from a determination to a court.