



**Maddocks**

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

Date / /2012

## **Constitution of HRMinds Ltd**

**Corporation Act 2001**

**Company Limited by Guarantee not having a Share Capital**

Interstate office  
Sydney

Affiliated offices around the world through the  
Advoc Asia network - [www.advocasia.com](http://www.advocasia.com)

## Contents

<b>1.</b>	<b>Definitions and Interpretation .....</b>	<b>1</b>
1.1	Definitions .....	1
1.2	Interpretation .....	2
1.3	Replaceable Rules Displaced .....	2
<b>2.</b>	<b>Name of the Company .....</b>	<b>2</b>
<b>3.</b>	<b>Objects and Powers .....</b>	<b>2</b>
3.1	Objects .....	2
3.2	Powers .....	3
<b>4.</b>	<b>Liability of Members .....</b>	<b>3</b>
<b>5.</b>	<b>Application of Income .....</b>	<b>3</b>
5.1	No payment or transfer to Members .....	3
5.2	Payments in good faith .....	3
<b>6.</b>	<b>Fees imposed by the Company .....</b>	<b>4</b>
6.1	Determination of fees .....	4
6.2	Notice of fees .....	4
<b>7.</b>	<b>Membership .....</b>	<b>4</b>
7.1	General .....	4
7.2	Membership Not Transferable .....	4
7.3	Voting Rights .....	4
<b>8.</b>	<b>Representative .....</b>	<b>4</b>
8.1	Nomination .....	4
8.2	Entry in Register .....	5
8.3	Powers of Representative .....	5
8.4	Replacement of Representative .....	5
<b>9.</b>	<b>Admission to Membership .....</b>	<b>5</b>
9.1	Application and Assessment .....	5
9.2	Admission .....	5
<b>10.</b>	<b>Resignation from Membership .....</b>	<b>5</b>
10.1	Notice .....	5
10.2	Surviving Liability .....	5
<b>11.</b>	<b>Expulsion of Member .....</b>	<b>6</b>
11.1	Resolution .....	6
11.2	Notice .....	6
11.3	Removal from the Register .....	6
<b>12.</b>	<b>Register .....</b>	<b>6</b>
12.1	Register of Members .....	6
12.2	Disputes .....	6
<b>13.</b>	<b>General Meetings .....</b>	<b>7</b>
13.1	Annual General Meeting .....	7
13.2	Extraordinary Meeting .....	7
<b>14.</b>	<b>Notice of General Meetings .....</b>	<b>7</b>
14.1	General .....	7

14.2	Contents of Notice .....	7
14.3	Alteration of Procedure .....	7
14.4	Failure to Receive Notice .....	7
<b>15.</b>	<b>Proceedings at General Meetings .....</b>	<b>7</b>
15.1	Business.....	7
15.2	Quorum .....	8
15.3	No Quorum.....	8
15.4	Chairperson.....	8
15.5	Adjournment.....	8
15.6	Show of Hands.....	8
15.7	Evidence of Resolution .....	8
15.8	Poll .....	9
15.9	Demand for Poll .....	9
15.10	Auditor.....	9
<b>16.</b>	<b>Appointment of Proxy.....</b>	<b>9</b>
16.1	General .....	9
16.2	Instrument Appointing Proxy.....	9
<b>17.</b>	<b>Form of Proxy .....</b>	<b>10</b>
17.1	Required Information .....	10
17.2	Voting Instructions .....	10
17.3	Authority .....	10
<b>18.</b>	<b>Attorneys.....</b>	<b>10</b>
18.1	Appointment by Member.....	10
18.2	Appointment by Directors.....	11
<b>19.</b>	<b>Voting of Attorney or Proxy .....</b>	<b>11</b>
19.1	Validity.....	11
19.2	Attendance of Principal at Meetings .....	11
<b>20.</b>	<b>Directors.....</b>	<b>11</b>
20.1	Number and Qualifications of Directors .....	11
20.2	Term of Appointment .....	11
20.3	First Directors.....	11
20.4	Election of Directors.....	11
20.5	Officers on the Board .....	12
<b>21.</b>	<b>Casual vacancies .....</b>	<b>12</b>
<b>22.</b>	<b>Disqualification of Directors .....</b>	<b>12</b>
<b>23.</b>	<b>Powers of the Board .....</b>	<b>12</b>
<b>24.</b>	<b>Borrowing.....</b>	<b>13</b>
<b>25.</b>	<b>Investment.....</b>	<b>13</b>
<b>26.</b>	<b>Negotiable instruments .....</b>	<b>13</b>
<b>27.</b>	<b>Proceedings of the Board.....</b>	<b>13</b>
27.1	General .....	13
27.2	Use of technology in conferencing.....	14
27.3	Delegation by the Board .....	14
27.4	Defects in Appointment.....	14
<b>28.</b>	<b>Minutes.....</b>	<b>14</b>

28.1	Minutes to be kept.....	14
28.2	Evidence of Proceedings and Resolutions .....	14
<b>29.</b>	<b>Circular Resolution .....</b>	<b>15</b>
29.1	General .....	15
29.2	Exclusion of Directors Not Entitled to Vote .....	15
<b>30.</b>	<b>Reimbursement of expenses .....</b>	<b>15</b>
<b>31.</b>	<b>Accounts .....</b>	<b>15</b>
31.1	Books of Account to be kept .....	15
31.2	Location of Books of Account .....	15
<b>32.</b>	<b>Auditor.....</b>	<b>15</b>
<b>33.</b>	<b>Duty, Taxes and Charges .....</b>	<b>15</b>
<b>34.</b>	<b>Indemnity.....</b>	<b>16</b>
34.1	Definition of Liability and Officer .....	16
34.2	Indemnity of Officers .....	16
34.3	Indemnity for Proceedings .....	16
<b>35.</b>	<b>Notices.....</b>	<b>16</b>
<b>36.</b>	<b>Contribution on winding-up .....</b>	<b>16</b>
<b>37.</b>	<b>Distribution of property on winding-up .....</b>	<b>17</b>

---

## 1. Definitions and Interpretation

### 1.1 Definitions

In this Constitution:

**Act** means the Corporations Act 2001 (Commonwealth).

**Annual General Meeting** means the annual general meeting of Members.

**Applicant** means a person who lodges an Application under this Constitution.

**Application** means an application for Membership.

**Auditor** means the auditor or auditors of the Company.

**Board** means the board of directors of the Company.

**Business Day** means Monday to Friday excluding public holidays in Victoria.

**Chairperson** means the Director who is elected to this office in accordance with clause 20.5.

**Company** means HRMinds Ltd.

**Constitution** means this constitution, as amended.

**Deputy Chairperson** means the Director who is elected to this office in accordance with clause 20.5.

**Directors** means the members individually or collectively of the Board.

**Extraordinary Meeting** means a General Meeting of Members other than an Annual General Meeting.

**General Meeting** means an Annual General Meeting or an Extraordinary Meeting of the Company.

**Member** means a person admitted to Membership in accordance with this Constitution.

**Membership** means membership of the Company.

**Register** means the register of Members kept in accordance with the Act.

**Registered Address** means the address of a Member shown in the Register.

**Registered Office** means the registered office of the Company.

**Representative** means a person as described in clause 8.

**Secretary** means the Director who is elected to this office in accordance with clause 20.5.

**Treasurer** means the Director who is elected to this office in accordance with clause 20.5.

**1.2 Interpretation**

In this Constitution, unless the context requires otherwise:

- 1.2.1 a person includes a corporate body, association, firm, partnership, or other unincorporated body;
- 1.2.2 a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.2.3 this or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- 1.2.4 a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Constitution;
- 1.2.5 a word or phrase that is defined has the corresponding meaning in its other grammatical forms
- 1.2.6 writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- 1.2.7 the singular includes the plural and vice versa;
- 1.2.8 a gender includes all other genders; and
- 1.2.9 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Constitution.

**1.3 Replaceable Rules Displaced**

Each of the provisions of the Act that would apply to the Company as a replaceable rule but for this clause, is expressly displaced and does not apply to the Company.

---

**2. Name of the Company**

The name of the Company is HRMinds Ltd.

---

**3. Objects and Powers**

**3.1 Objects**

The objects of the Company are all or any of the following:

- 3.1.1 to provide a common meeting ground for Human Resources (HR) professionals in the legal sector;
- 3.1.2 to foster the continuing education and development of HR professionals;
- 3.1.3 to encourage best practice in people management in the professions;
- 3.1.4 to participate as a body in matters of interest (eg Award negotiations);
- 3.1.5 promote the understanding and support of the role and value of HR professionals;



- 3.1.6 improve the quality of management for HR professionals in the legal sector;
- 3.1.7 promote and enhance the competence and professionalism of HR professionals in the profession;
- 3.1.8 to represent Legal Sector HR professionals within their professional communities, and to the community at large; and
- 3.1.9 such other objectives as the Company may in a General Meeting decide by Special Resolution.

### **3.2 Powers**

The Company may exercise all powers, rights and privileges as a natural person may do or exercise, for the purpose of furthering the objects set out above.

---

## **4. Liability of Members**

The liability of each Member is limited to the amount specified in clause 36.

---

## **5. Application of income**

### **5.1 No payment or transfer to Members**

All of the income and property of the Company must be applied solely towards the promotion of the objects of the Company as set out in this Constitution. No portion of it may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise to the persons who at any time are or have been Members.

### **5.2 Payments in good faith**

- 5.2.1 Notwithstanding clause 5.1 and subject to clauses 5.2.2 and 5.2.4, the Company may make payments in good faith of remuneration to any Member, officer or employee of the Company in return for any services rendered to the Company or for goods supplied in the ordinary and usual course of business.
- 5.2.2 The Company must not make any payment to a Director for services rendered by that Director to the Company unless the provision of those services has the prior consent of the Board, the amount payable is approved by a resolution of the Board and is on reasonable commercial terms.
- 5.2.3 The Company must not make any payment to a Director in his or her capacity as an employee of the Company, in return for any services rendered by that employee to the Company, unless the terms of that employment have first been approved by a resolution of the Board.
- 5.2.4 The Company may pay interest on money borrowed from any Member and may pay reasonable and proper rent for premises let by a Member to the Company.
- 5.2.5 For the purposes of clause 5.2.4, any sum paid by a Member to the Company as a deposit, bond or other security for the payment of fees and charges levied under the Constitution does not constitute money borrowed from a Member.

---

**6. Fees imposed by the Company**

**6.1 Determination of fees**

The Board may prescribe:

6.1.1 a cost payable by Members by way of Membership fees and such other fees as the Board thinks fit; and

6.1.2 when and in what circumstances these fees are payable.

**6.2 Notice of fees**

The Board must give Members not less than one month's notice of any increase in the fees payable under clause 6.1.

---

**7. Membership**

**7.1 General**

7.1.1 The following persons are Members:

- (a) the persons specified in the application to register the Company lodged under section 117 of the Act and who have consented to be Members; and
- (b) any other person the Board admits to Membership in accordance with this Constitution.

7.1.2 Persons in the following categories will be eligible to be Members:

- (a) any person who has a demonstrated interest in the Company; and
- (b) any person that the Board considers would benefit the Company by becoming a member.

7.1.3 The Company may at any time determine other categories of persons who will be eligible to be Members.

**7.2 Membership Not Transferable**

Membership may not be transferred to another person.

**7.3 Voting Rights**

A Member is entitled to one vote at a General Meeting of the Company.

---

**8. Representative**

**8.1 Nomination**

Where a Member or an Applicant is not a natural person, it must appoint as its Representative a natural person.



## **8.2 Entry in Register**

The name and address of the Representative will be entered in the Register and all correspondence and notices from the Company will be served on that Representative.

## **8.3 Powers of Representative**

The nomination must set out what the Representative is appointed to do and may set out restrictions on the Representative's powers. If the appointment is made by reference to a position held, the appointment must identify the position. Unless otherwise specified, the Representative may exercise on the Member's behalf, all the powers that the Member could exercise at a meeting or in voting or a resolution.

## **8.4 Replacement of Representative**

A Member may remove and replace a Representative where the Member gives written notice to the Board in a form approved by the Board.

---

# **9. Admission to Membership**

## **9.1 Application and Assessment**

An Application must be made in the form and accompanied by any fee prescribed by the Board.

## **9.2 Admission**

9.2.1 The Board will consider and in its absolute discretion accept or reject any Application. The Board is not required to give any reasons for the rejection of an Application. If the Board rejects the Application, any moneys tendered with it will be repaid to the Applicant without interest.

9.2.2 An Applicant will not become a Member until the Company has received any applicable fee and the name and address of the Applicant and its Representative where applicable are entered in the Register.

---

# **10. Resignation from Membership**

## **10.1 Notice**

A Member may resign from Membership by giving written notice to the Company.

## **10.2 Surviving Liability**

Upon the expiration of the period of notice, the Member ceases to be a Member but remains liable for:

10.2.1 any moneys which may be owing to the Company; and

10.2.2 in the case of the Company being wound up within one year of the date on which the Member resigns from Membership, the relevant contribution under clause 37.

---

**11. Expulsion of Member****11.1 Resolution**

Subject to clause 11.2, the Board, by a resolution passed by three-fourths of the Directors present and voting may expel a Member or implement appropriate disciplinary action if the Member:

11.1.1 has committed a breach of any obligation or duty under this Constitution; or

11.1.2 has engaged in conduct detrimental to the interests of the Company.

**11.2 Notice**

11.2.1 At least twenty-eight days before the meeting of the Board at which a resolution referred to in clause 11.1 is considered, the Member must be:

(a) served notice of the meeting including the particulars of the alleged act, omission or conduct complained of and the intended resolution; and

(b) given the opportunity to present in writing or orally (or both) at the meeting and before the passage of the resolution any explanation the Member thinks fit

and the Board will take the explanation into consideration.

11.2.2 The Board will serve the Member with notice of any Board resolution made at the above meeting. If the Board resolves to expel the Member, that Member will cease to be a Member on the service of such notice.

**11.3 Removal from the Register**

11.3.1 Where a Member is expelled from the Company, that Member's name must be removed from the Register.

11.3.2 Upon the removal of a Member's name from the Register:

(a) the Member will forfeit all rights and privileges attaching to Membership and all rights which the Member may have against the Company arising out of the Membership; and

(b) the Company will have no liability to such Member in respect of the removal from the Register.

---

**12. Register****12.1 Register of Members**

The Company must keep and maintain the Register in accordance with the Act and otherwise as the Board determines.

**12.2 Disputes**

Any dispute that arises in relation to the Register must be referred to the Board, whose decision will be final and binding on all Members.

**13. General Meetings**

**13.1 Annual General Meeting**

The Company must hold an Annual General Meeting in every calendar year within five months of the end of its financial year at the time and place determined by the Board.

**13.2 Extraordinary Meeting**

The Board may convene an Extraordinary Meeting at such time and place as the Board thinks fit, but must be convened in accordance with the Act. Members may also convene an Extraordinary Meeting, but only in accordance with the Act.

---

**14. Notice of General Meetings**

**14.1 General**

The Board must give not less than 21 days' written notice of a General Meeting to the Members, the Directors and the Auditor.

**14.2 Contents of Notice**

The notice referred to in the preceding clause must specify the following information:

- 14.2.1 the place, the day and the hour of meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
- 14.2.2 the general nature of the meeting's business;
- 14.2.3 the details of any special resolutions to be proposed at the meeting; and
- 14.2.4 that Members are entitled to appoint a proxy who must be a Member.

**14.3 Alteration of Procedure**

With the consent of all the Members entitled to vote at some particular meeting, that meeting may be convened by such shorter notice and in such manner as those Members may think fit provided that such action complies with the Act.

**14.4 Failure to Receive Notice**

- The accidental omission to give notice of a meeting to any Member or the non-receipt of such notice by any Member does not invalidate any resolution passed at, or proceeding of, that meeting.
- 

**15. Proceedings at General Meetings**

**15.1 Business**

The ordinary business of an Annual General Meeting may include:

- 15.1.1 the consideration of the annual financial report, the directors' report and the Auditor's report;



15.1.2 the election and appointment of Directors; and

15.1.3 the appointment of the Auditors and the fixing of the Auditor's remuneration.

All other business transacted at an Annual General Meeting and all business transacted at an Extraordinary Meeting is deemed special business.

**15.2 Quorum**

No business may be transacted at any General Meeting except the adjournment of the meeting unless a quorum is present. The quorum for a General Meeting is 20 per cent of the Membership, present in person or by Representative, proxy or attorney.

**15.3 No Quorum**

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

15.3.1 if convened on the requisition of Members, the meeting will be dissolved; and

15.3.2 in any other case, the meeting will be adjourned to the same day in the next week at the same time and place or at such other place as the chairperson appoints. If at that adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Members present will be a quorum.

**15.4 Chairperson**

15.4.1 The Chairperson or in his or her absence the Deputy Chairperson will preside as chairperson at every General Meeting.

15.4.2 If at any General Meeting neither is present within fifteen minutes after the time appointed for holding the meeting or if neither is willing to preside, the Members present will choose a Director to preside. If no Director is present or if all Directors present decline to preside, then those persons present will choose a Member who is present to preside as chairperson.

**15.5 Adjournment**

15.5.1 The chairperson of a General Meeting may, with the consent of the Members entitled to vote at any meeting at which a quorum is present, and must, if so directed by the meeting adjourn the meeting to another time or place (or both).

15.5.2 Only unfinished business may be transacted at any meeting resumed after an adjournment of a General Meeting.

15.5.3 Where a General Meeting is adjourned for one month or more, new notice of the adjourned meeting must be given.

**15.6 Show of Hands**

Every item of business submitted to a General Meeting will be decided in the first instance by a show of hands of the Members or their Representatives personally present and entitled to vote. The chairperson will not have a casting vote.

**15.7 Evidence of Resolution**

A declaration by the chairperson that a resolution has been passed or lost (having regard to the majority required) and an entry to that effect in the books of the Company, signed by the chairperson of that or the next succeeding meeting, will be conclusive evidence that the

resolution has been passed or lost without proof of the number or proportion of the votes recorded in favour of or against the resolution.

**15.8 Poll**

- 15.8.1 The chairperson or any Member present personally or by Representative, proxy or attorney may demand a poll before or on the declaration of the result of a show of hands.
- 15.8.2 The poll will be taken in the manner and at the time and place as the chairperson of the meeting directs, and either at once or after an interval or adjournment or otherwise.
- 15.8.3 The result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.
- 15.8.4 The demand for a poll may be withdrawn.
- 15.8.5 If there is a dispute as to the admission or rejection of a vote, the chairperson will finally determine that dispute.
- 15.8.6 At a poll, the chairperson will not have a casting vote in addition.

**15.9 Demand for Poll**

The demand for a poll will 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 will be taken at the meeting and without adjournment.

**15.10 Auditor**

The Auditor is entitled:

- 15.10.1 to attend any General Meeting of the Company;
- 15.10.2 to receive all notices of and other communications relating to any General Meeting which a Member is entitled to receive; and
- 15.10.3 to be heard at any General Meeting which the Auditor attends on any part of the business of the meeting which concerns the Auditor in that capacity and is entitled to be heard, despite the fact that the Auditor retires at that meeting or a resolution to remove the Auditor or the agent from office is passed at that meeting.

---

**16. Appointment of Proxy****16.1 General**

- 16.1.1 Any Member may appoint a natural person as a proxy to vote on the Member's behalf and may direct the proxy to vote either for or against each or any resolution.
- 16.1.2 A proxy must be a Member or Representative.

**16.2 Instrument Appointing Proxy**

The Company must receive the instrument appointing a proxy (and an original or certified copy of the power of attorney, if any, under which it is signed) at:



- 16.2.1 the Registered Office;
- 16.2.2 a fax number at the Registered Office;
- 16.2.3 a place, fax number or electronic address specified for such purpose in the notice of meeting

not less than forty-eight hours before the time for holding the meeting or adjourned meeting or poll at which the person named in the instrument is to vote.

- 16.2.4 Unless the contrary is stated on it, an instrument appointing a proxy is valid for any adjournment of the meeting to which it relates.

---

## **17. Form of Proxy**

### **17.1 Required Information**

An instrument appointing a proxy must contain the following information:

- 17.1.1 the Member's name and address;
- 17.1.2 the Company name;
- 17.1.3 the type of Membership held by the Member;
- 17.1.4 the proxy's name or the name of the office held by the proxy; and
- 17.1.5 the meetings at which the appointment may be used

and be signed by the appointor or his or her attorney.

### **17.2 Voting Instructions**

An instrument appointing a proxy may specify the way in which the proxy is to vote for a particular resolution and if so, the proxy is not entitled to vote on the resolution except as specified in the instrument.

### **17.3 Authority**

An instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll and will (except to the extent to which the proxy is specifically directed to vote for or against any proposal) include power to act generally at the meeting for the person giving the proxy.

---

## **18. Attorneys**

### **18.1 Appointment by Member**

Any Member may, by duly executed power of attorney, appoint an attorney to act on the Member's behalf at all or certain specified meetings of the Company. That power of attorney must be produced for inspection at the Registered Office or any other place the Board determines, together with evidence of the due execution of it the Board requires, before the attorney will be entitled to appoint a proxy for the Member granting the power of attorney.

## **18.2 Appointment by Directors**

The Directors may, by power of attorney, appoint any person whether nominated directly or indirectly by the Directors to be an attorney or attorneys of the Company. Such appointment may be for any purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for periods and subject to any conditions as they think fit. Any power of attorney may contain provisions for the protection and convenience of persons dealing with any attorney as the Directors think fit and may also authorise any attorney to sub-delegate all or any of the powers, authorities and discretions vested in them.

---

## **19. Voting of Attorney or Proxy**

### **19.1 Validity**

A vote given in accordance with the terms of an instrument of proxy or power of attorney will be valid despite the previous death of the principal or revocation of the proxy or power of attorney, provided no notice in writing of the death or revocation has been received at the Registered Office before the meeting.

### **19.2 Attendance of Principal at Meetings**

The principal attending and taking part in the meeting will not revoke a proxy, unless that principal votes on the resolution to which the proxy applies.

---

## **20. Directors**

### **20.1 Number and Qualifications of Directors**

20.1.1 The number of Directors comprising the Board will be no less than 5 and no more than 9 elected by the Members in accordance with this Constitution, except as provided in clauses 20.3, 20.4.5 and 21.1.

20.1.2 Each Director must be a financial Member or a Representative of a financial Member.

### **20.2 Term of Appointment**

Each elected Director will hold office from the end of the Annual General Meeting at which he or she was elected until the end of the following Annual General Meeting when he or she will retire but will be eligible for re-election.

### **20.3 First Directors**

The first Directors are the persons specified as Directors in the application to register the Company lodged under section 117 of the Act. The first Directors will hold office until the end of the first Annual General Meeting.

### **20.4 Election of Directors**

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

20.4.1 Any two Members may nominate any Member or Representative to serve as a Director.



- 20.4.2 The nomination of any Member or Representative as a candidate for election as a Director must be in writing and signed by the nominated person and their proposer and seconder. The nomination must be lodged with the Secretary at least 30 days before the Annual General Meeting at which the election is to take place.
- 20.4.3 If there are more candidates nominated than there are vacancies, balloting lists will be prepared containing the names of the candidates in an order determined by lot. The Board may determine the method of the ballot. Each Member is entitled to vote for any number of candidates not exceeding the number of vacancies.
- 20.4.4 If there are no more candidates nominated than there are vacancies, then the chairperson of the Annual General Meeting will declare those candidates elected as Directors.
- 20.4.5 If there is not a sufficient number of candidates nominated to meet the required minimum number of Directors, the Board must appoint a Member or Representative as Director, subject to their consent, so that the Board consists of at least the minimum number of Directors.

**20.5 Officers on the Board**

At the first meeting of the Board after the Annual General Meeting, the Directors will elect from among their number a Chairperson, a Deputy Chairperson, a Secretary and a Treasurer, each of whom will hold office until the end of the next Annual General Meeting.

---

**21. Casual vacancies**

- 21.1 The Board may appoint a replacement Director to any casual vacancy arising in the office of a Director.
- 21.2 Any Director so appointed will hold office until the end of the next Annual General Meeting.

---

**22. Disqualification of Directors**

The office of a Director will be vacated if:

- 22.1 the Director becomes bankrupt or makes any arrangement or composition with his or her creditors or if being a director of a company which is a Member, a winding up order is made in respect of such company;
- 22.2 the Director becomes of unsound mind;
- 22.3 without leave of the Board the Director is absent from meetings of the Board for three consecutive Board Meetings, unless the Board makes a resolution to the contrary;
- 22.4 by notice in writing to the Company the Director resigns from office; or
- 22.5 the Director ceases to hold office by reason of any order made under the Act.

---

**23. Powers of the Board**

- 23.1 The control and direction of the Company and the management of its property and affairs is vested in the Board.





23.2 The Board may exercise all powers of the Company that are not required to be exercised or done by the Company in General Meeting.

---

**24. Borrowing**

The Board may raise money in any manner it thinks fit including the borrowing of money on the security of the Company's assets and the issuing of a security for any other purpose.

---

**25. Investment**

The Board may invest funds of the Company in any manner and for any period as it thinks fit.

---

**26. Negotiable instruments**

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company will be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) for and on behalf of the Company, by two Directors or by one Director and some other officer authorised by the Board for that purpose or in any other manner as the Board may determine.

---

**27. Proceedings of the Board**

**27.1 General**

27.1.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.

27.1.2 The Board must meet at least four times a year.

27.1.3 The Board may at any time, and the Secretary will, on the request of the Chairperson or Deputy Chairperson convene a meeting of the Board by notice served upon each Director.

27.1.4 The accidental omission to give notice of a meeting to, or the non-receipt of a notice of meeting by, a Director will not invalidate proceedings at a Board meeting.

27.1.5 Unless otherwise determined by the Board, a quorum for meetings of the Board is half plus one of the Directors, or if the number of Directors is not a multiple of two, then the odd number nearest to and greater than half of the Directors.

27.1.6 The Chairperson will be the chairperson of the Board. If the Chairperson is not present within fifteen minutes after the time appointed for holding that meeting (or being present is unwilling to act), the Deputy Chairperson will preside at the meeting. If the Deputy Chairperson is not present (or being present is unwilling to act) then the Directors present will choose one of their number to be the chairperson of the meeting.

27.1.7 Questions arising at any meeting will be decided by a majority of votes and each Director present will be entitled to one vote.

27.1.8 The chairperson will not have a casting vote.

## **27.2 Use of technology in conferencing**

- 27.2.1 Without limiting the discretion of the Board to regulate their meetings, the Board may, if it thinks fit, confer by radio, telephone, facsimile, computer, Internet, closed circuit television or other electronic means of audio or audio-visual communication. A resolution passed by such a conference will, notwithstanding that the Directors are not present together in one place at the time of the conference, be deemed to have been passed at a meeting of the Board held on the day and at the time the conference was held.
- 27.2.2 The provisions of this Constitution regulating the proceedings of the Board apply so far as they are capable to such conferences.

## **27.3 Delegation by the Board**

- 27.3.1 Subject to clause 27.3.2, the Board may delegate any of its powers to individual Directors or Members or to committees consisting of such Directors or Members or both as the Board thinks fit. Any individual or committee so formed must conform to any direction given to it by the Board in the execution of the delegated powers.
- 27.3.2 The Board may not delegate its power to delegate.
- 27.3.3 The meetings and proceedings of any committee will be governed by the provisions of this Constitution for regulating the meetings and proceedings of the Board so far as applicable and so far as those provisions are not superseded by any other direction given by the Board.

## **27.4 Defects in Appointment**

An act done in good faith by any meeting of the Board, of any committee formed by the Board or by any person acting as a Director will not be invalidated by reason of:

- 27.4.1 any defect in the election, appointment or tenure of a Director or person acting on any such committee; or
- 27.4.2 the disqualification of any of them.

---

## **28. Minutes**

### **28.1 Minutes to be kept**

The Board must cause:

- 28.1.1 proper minutes to be made of the proceedings and resolutions of all meetings of the Company, the Board and committees formed by the Board;
- 28.1.2 the minutes to be entered in books kept for that purpose; and
- 28.1.3 the minutes to be signed by the chair of the meeting or by the chair of the next meeting.

### **28.2 Evidence of Proceedings and Resolutions**

A minute that is recorded and signed in accordance with clause 0 is evidence of the proceeding or resolution to which it relates, unless the contrary is proved.

---

**29. Circular Resolution****29.1 General**

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

29.1.2 Any such resolution in writing may consist of several documents in identical terms, each signed by one or more Directors and must be entered in the relevant book of minutes of the Company.

**29.2 Exclusion of Directors Not Entitled to Vote**

A reference in clause 29.1.1 to all Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution.

---

**30. Reimbursement of expenses**

The Board may authorise the payment of any expenses incurred by any Director or Member in connection with the performance of their duties to the Company.

---

**31. Accounts****31.1 Books of Account to be kept**

The Directors will cause to be kept proper books of account in which will be kept true and complete accounts of the affairs and transactions of the Company. Proper books will not be deemed to be kept unless the books give a true and fair view of the state of the Company's affairs and explain its transactions.

**31.2 Location of Books of Account**

The books of account will be kept at the Registered Office or place or places as the Directors think fit and will be open to the inspection of the Directors during usual business hours.

---

**32. Auditor**

The Company will observe the provisions of the Act in relation to the appointment, removal and resignation of an Auditor.

---

**33. Duty, Taxes and Charges**

33.1 Each Member will be liable for all duty and any other taxes or charges payable in respect of the Application, the Membership and any other transaction or instrument or transaction relating to such.

- 33.2 Each Member indemnifies and will keep indemnified the Company in respect of all and any liability for duty, taxes or other charges referred to in the preceding clause.

---

## 34. Indemnity

### 34.1 Definition of Liability and Officer

In this clause 34:

34.1.1 **Liability** means costs, losses, liabilities and expenses.

34.1.2 **Officer** means a Director, secretary or other officer of the Company and includes a former Officer, but does not include an auditor or agent of the Company.

34.1.3 A reference to **Officer** includes a reference to a former Officer.

### 34.2 Indemnity of Officers

Every Officer must be indemnified out of the assets of the Company against any Liability incurred by that Officer in the person's capacity as an Officer by reason of any act or thing done or omitted to be done by that person in that capacity or in any way in the discharge of that person's duties or by reason of or relating to the person's status as an Officer, but excluding any Liability from or against which the Company is not permitted by the Corporations Act to exempt or indemnify the Officer.

### 34.3 Indemnity for Proceedings

Without limiting clause 34.2., every Officer must be indemnified out of the assets of the Company against any Liability incurred by that person in defending proceedings, whether civil or criminal, in respect of any act or thing done by the Officer in that person's capacity as such Officer but excluding any Liability from or against which the Company is not permitted by the Corporations Act to exempt or indemnify the Officer.

---

## 35. Notices

- 35.1 The Company may serve notice on any Member either personally, or by sending it through the ordinary post to the Member's Registered Address, or by leaving at the Registered Address in an envelope addressed to the Member or by sending it to the fax number of electronic address (if any) nominated by the Member.
- 35.2 A notice of meeting sent by fax or other electronic means is taken to be served on the Business Day after it is sent. Any notice sent by post is taken to be served three days after the day it is posted. In proving such service, it is sufficient to prove that the envelope containing the notice was properly addressed and deposited as a prepaid letter at the post office or in some postal receptacle.
- 35.3 A certificate in writing signed by the Secretary or any officer of the Company that the envelope containing the notice was properly stamped, addressed and posted will be conclusive evidence of the service of such notice.

---

## 36. Contribution on winding-up

- 36.1 Every Member undertakes to contribute to the property of the Company if it is wound up:



36.1.1 while that person is a Member; or

36.1.2 within one year after that person ceases to be a Member;

in respect of the debts and liabilities of the Company contracted before that person ceases to be a Member, in respect of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves.

36.2 The amount to be contributed by any Member will not exceed ten dollars.

---

**37. Distribution of property on winding-up**

37.1 If, upon the winding-up or dissolution of the Company after the satisfaction of all its debts and liabilities there remains any property, this property must not be paid to or distributed among the Members.

37.2 Instead, this property must be given or transferred to some other institution or institutions having:

37.2.1 objects similar to the objects of the Company; and

37.2.2 a constitution which prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under clause 5 of this Constitution.

37.3 This institution or institutions must be determined by:

37.3.1 a special resolution of the Members at or before the time of dissolution; or

37.3.2 if no such special resolution is passed, by a Judge of the Supreme Court or such other court of competent jurisdiction.