

Constitution

Australian Aviation Museums Network Ltd ACN 671 577 923

A public company limited by guarantee
incorporated in Queensland
under the *Corporations Act 2001* (Cth)

Ref RAG:LK:1173510

Doc ID 1104571593/v1

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Constitution of Australian Aviation Museums Network Ltd ACN 671 577 923

1. Definitions and interpretation

1.1 Definitions

In this Constitution:

Unless the context or subject matter otherwise requires:

ACNC Act	means the <i>Australian Charities and Not-for-profits Commission Act 2012</i> (Cth).
Alternate Director	means a person appointed as alternate director of the Company under Rule 20.1.
Auditor	means the person appointed for the time being as the auditor of the Company.
Board	means the Directors present at a meeting, duly convened as a meeting of Directors, at which a quorum is present.
Business Day	means a day on which banks are open for business in Brisbane, Australia excluding a Saturday, Sunday or public holiday in that city.
Chair	means the person occupying the position of chairperson under Rules 15.9, 19.6 or 25.4 (where appropriate).
Company	means the Company whose members have adopted this Constitution, also referred to as Australian Aviation Museums Network Ltd ACN 671 577 923 (AAMN).
Constitution	means the rules for the operation of the Company set out in this Constitution.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Director	means a director of the Company and (where appropriate) includes any Alternate Director.
Guarantee	means the guarantee provided by the Members pursuant to Rule 10.3.
Law	means the <i>Corporations Act 2001</i> (Cth).
Managing Director	means a Director appointed as, or to perform the duties of, managing director of the Company.

Member	means any person whose name appears in the Register as a Member of the Company and is admitted to membership in any of the classes of membership determined in accordance with or as set out in Rule 10.6.
Member Present	means, in connection with a meeting, a Member present at the venue or venues for the meeting in person, by proxy, by attorney or, where the Member is a body corporate, by representative.
Notice Address	means the last address for a person as recorded in the records of the Company and may include facsimile numbers or electronic mail addresses.
Ordinary Resolution	means a resolution passed by a simple majority of Members.
Prescribed Rate	means the rate specified by the Company from time to time expressed as a rate per cent per annum or if no rate is specified, the Prescribed Rate is 8% per annum.
Register	means the Register of Members of the Company required to be kept by section 169 of the Law.
Related Body Corporate of a body corporate	is a body corporate which is related to that body corporate within the meaning of the Law.
Replaceable Rules	means the replaceable rules applicable to a public company under section 135 of the Corporations Act (as referred to in section 141 of the Corporations Act).
Rules	means the provisions of this Constitution and Rule means any one of them.
Secretary	means the Secretary and any assistant or acting Secretary and any other person appointed to perform, whether alone or in addition to any other person or persons, the duties of Secretary of the Company.
Special Resolution	has the meaning assigned to that expression by section 9 of the Law.
Subordinate Regulations	means any code of conduct, rules, by-laws, regulations or standards issued from time to time by the Company under Rule 13 and Subordinate Regulation means any of them.

1.2 Interpretation

Unless the context or subject matter otherwise requires, references to:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this Constitution;
- (b) **singular** words include the plural and vice versa;
- (c) any **gender** include every gender;
- (d) any reference to a **'person'** includes any individual, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate (whether or not having a separate legal personality), a natural person,

- trusts, associations, partnerships, government authorities, and other legal entities, and where necessary, includes successors and assigns;
- (e) **writing** includes printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible or electronic form, in English;
 - (f) **signature** and **signing** means due execution of a document by a person, corporation or other relevant entity and include signing by an agent or attorney or representative (if a body corporate);
 - (g) **months** mean calendar months;
 - (h) **statutes** include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes;
 - (i) **sections** of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
 - (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
 - (k) other parts of speech and grammatical forms of a word or phrase defined in this Constitution have a corresponding meaning;
 - (l) any reference to any thing (including any right) includes a part of that thing, but nothing in this Rule 1.2 implies that performance of part of an obligation constitutes performance of the obligation;
 - (m) a reference to a rule, party, annexure, exhibit or schedule is a reference to a rule of, and a party, annexure, exhibit and schedule to, this Constitution and a reference to this Constitution includes any rule, annexure, exhibit and schedule;
 - (n) a reference to a document (including this Constitution) includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing and includes all amendments or supplements to, or replacements or novations of, that document;
 - (o) a reference to time is to Brisbane, Australia time;
 - (p) a reference to any legislation includes all delegated legislation made under it and includes all amendments, consolidations, replacements or re-enactments of any of them, from time to time;
 - (q) a reference to a party to any document includes that party's successors and permitted assigns;
 - (r) a reference to a body, other than a party to this Constitution (including an institute, association or authority), whether statutory or not, which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
 - (s) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this Constitution do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary;
 - (t) a reference to a day is to the period of time commencing at midnight and ending 24 hours later;
 - (u) a reference to a month is a reference to a calendar month;

- (v) if a period of time is specified and dates from a day or the day of an act, event or circumstance, that period is to be determined exclusive of that day;
- (w) if an act or event must occur or be performed on or by a specified day and occurs or is performed after 5.00 pm on that day, it is taken to have occurred or been done on the next day;
- (x) **sell** or **sold** include transfer, lease, assign, grant options and/or any other form of disposing of or creating an interest in the thing being considered and buy or purchase will be interpreted correspondingly;
- (y) where a person is entitled to **vote** or holds the **right to vote** on any matter by virtue of this Constitution, the person may vote by proxy or attorney or representative (if a body corporate);
- (z) **headings** and the **table of contents** are for convenience only and will be disregarded in the interpretation of this Constitution;
- (aa) if a word or phrase is given a **defined meaning**, another grammatical form of that word or phrase has a corresponding meaning;
- (bb) a reference to '\$', 'A\$', 'dollars' or 'Dollars' is a reference to the lawful currency of the Commonwealth of Australia;
- (cc) an expression which is not defined in this Constitution has the same meaning as given under the Corporations Act; and
- (dd) **each paragraph** or sub-paragraph in a list is to be **read independently** from the others in the list.

1.3 Business Day

If anything under this Constitution is required to be done by or on a day that is not a Business Day, that thing must be done by or on the next Business Day.

1.4 Replaceable Rules and Inconsistency

- (a) If any of these Rules are inconsistent with a provision of the Replaceable Rules, these Rules will prevail to the extent of the inconsistency. To the extent that these Rules do not modify or displace a Replaceable Rule, that Replaceable Rule applies.
- (b) If the Company is a registered charity, the ACNC Act will override any Rules in this Constitution which are inconsistent with the ACNC Act.

1.5 The Corporations Act and the ACNC Act

Despite any other provision in this Constitution, if:

- (a) the Corporations Act or the ACNC Act prohibits a thing being done, the thing must not be done;
- (b) the Corporations Act or the ACNC Act requires something to be done, authority is given for that thing to be done; and
- (c) a provision of this Constitution is or becomes inconsistent with the Corporations Act or the ACNC Act, that provision must be read down or, failing that, severed from this Constitution to the extent of the inconsistency.

1.6 Actions authorised under the Law

Subject to Rule 3, where the Law authorises or permits a company to do any thing if authorised by its constitution, the Company is authorised or permitted to do that thing despite any other provision of this Constitution.

1.7 Corporations Act prevails

Where any provision in this Constitution is invalid or unenforceable or conflicts with any provision of the Law, it will be read and interpreted as being subject to the provisions of the Law and will be ineffective, but only to the extent of any invalidity, unenforceability or conflict.

1.8 No limit on exercise of powers

Subject to Rule 3, where the Company or the Directors or any other person is given a power, right or discretion under this Constitution:

- (a) the power, right or discretion may be exercised absolutely without restriction unless the power, right or discretion is expressly limited; and
- (b) any exercise of that power, right or discretion on any occasion will not restrict the further exercise of the power, right or discretion on any other occasion or at any time.

2. Public Company

2.1 Public Company Limited by Guarantee

The Company is a public company limited by guarantee.

2.2 Restriction on Shares

The Company does not have the power to issue shares of any kind.

2.3 Non-profit

- (a) The Company is a non-profit organisation and must not carry on business for the purpose of distributing profits to Members.
- (b) The income, property, profits and financial surplus of the Company, whenever derived, must be applied solely towards the promotion of the objects and purposes of the Company as set out in Rule 4 and no portion of it will be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profits or otherwise to Members, except that nothing in this Constitution will prevent the payment in good faith of:
 - (i) remuneration to any officer or employee of the Company or to any Member in return for services actually rendered to the Company;

- (ii) supply of goods or services to the Company in the ordinary course of business by a Member;
- (iii) reasonable allowance and travelling expenses to Directors; or
- (iv) making a payment to a Member in carrying out the Company's objects and purposes.

2.4 Powers

Subject to Rule 2.3, the Company has the following powers, which may only be used to carry out its objects and purposes as set out in Rule 4:

- (a) the powers of an individual; and
- (b) all the powers of a public company limited by guarantee under the Corporations Act.

3. Effect of the Constitution

Pursuant to section 140 of the Corporations Act, this Constitution and its Rules will have effect as a contract:

- (a) between the Company and each Member;
- (b) between the Company and each Director and Company secretary; and
- (c) between a Member and each other Member,

under which each Member agrees to observe and perform the Rules so far as they apply to that Member.

4. Objects and purposes

The objects and purposes of the Company are:

- (a) to operate as a peak body representing not-for-profit community-based aviation museums in the Australasian region and to do all acts and things as may be deemed reasonably necessary or incidental to the achievement of similar objects and purposes;
- (b) to develop an interactive network of communication by co-operation and self-help between participating volunteer-based aviation museums in Australia;
- (c) to further the preservation of Australian aviation heritage and the ongoing successful development and operation of existing and future aviation museums;
- (d) to improve the operation of volunteer or community based not-for-profit aviation museums and collections;
- (e) to adopt Australian Museums and Galleries Association standards and accreditation standards;
- (f) to promote aviation preservation to governments, industry and the general public;
- (g) to adopt and operate under the International Council of Museums' (**ICOM**) Code of Ethics;

- (h) to facilitate networking and the exchange of information and ideas between Aviation Museums and the people who work in them;
- (i) to advocate for content, including skills-based training, relevant to Aviation Museums; and
- (j) to provide professional development opportunities for its Members by funding bursaries and organising events, wherever possible.

5. Powers

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

6. Promotion of objects and purposes

The assets and income of the Company shall be applied solely to further its objects and purposes, and no portion shall be distributed directly or indirectly to the Members of the Company except as genuine compensation for services rendered or expenses incurred on behalf of the Company.

7. Deductible Gift Recipient

If the Company is endorsed as a deductible gift recipient, and that endorsement is revoked or the Company's gift fund is dissolved, the following shall be transferred to another registered charity to which tax- deductible gifts can be made - any surplus:

- (a) gifts of money or property for the principal purpose of the Company;
- (b) contributions made in relation to an eligible fundraising event held for the principal purpose of the Company; and
- (c) money received by the Company because of such gifts and contributions.

8. Fund

8.1 Establishment of the Fund

- (a) As is necessary, the Company may establish a fund for the objects and purposes of the Company, as set out in Rule 4 (**Fund**).
- (b) The name of the Fund will be as the Board may determine from time to time.
- (c) The public will be invited to contribute to the Fund.
- (d) Any contributions of money or property made to the Company for its objects and purposes will be kept separate from any and all other money or property received by the Company. Contributions of money will be kept in a separate

financial institution account, to be established and maintained solely for the objects of the Fund (**Fund Account**). Contributions of property will be specifically identified as being the property of the Fund.

- (e) Any payment of monies or property to the Company which do not fall in the above classification will be kept in a separate financial institution account and not the Fund Account.

8.2 Management and Operation of the Fund

- (a) The Company will establish a board to manage the Fund (**Fund Board**).
- (b) The Fund Board will comprise at least five (5) Members. All Members of the Fund Board must be Members, who may also be Directors.
- (c) The Fund will be administered by a management committee or a subcommittee of a management committee, the majority of whom, because of their tenure of some public office or their professional standing, have an underlying community responsibility, as distinct from obligations solely in regard to the cultural objective of the Company.
- (d) The responsibilities of the Fund Board will be to:
 - (i) undertake activities to invite the public to contribute to the Fund; and
 - (ii) keep true and accurate accounts of contributions made to the Fund.

8.3 Use of the Fund

- (a) The Company may use the money and property of the Fund solely for the objects and purposes of the Company, which may include:
 - (i) transferring money or property to the Company for its current and continuing use;
 - (ii) purchasing any property or services for use by the Company;
 - (iii) paying any reasonable costs for management of the Fund; or
 - (iv) paying any professional fees incurred for fundraising.
- (b) For the avoidance of doubt, money and property in the Fund must not be distributed to any members of the Fund Board, except as reimbursement for reasonable expenses incurred on behalf of the Fund or as proper remuneration for administrative services.

8.4 Receipt of contributions made to the Fund

Receipts of contributions to the Fund must state:

- (a) the name of the Fund and that the receipt is for a contribution made to the Fund;
- (b) the Australian Business Number of the organisation;
- (c) the fact that the receipt is for a contribution; and
- (d) any other matter required to include on the receipt pursuant to the requirements of the *Income Tax Assessment Act 1997* (Cth).

8.5 Amendments to the provisions for the Fund

The Department responsible for the administration of the Register of Cultural Organisations must be notified of any proposed amendments or alterations to provisions for the Fund.

8.6 Winding up of the Fund

If the Fund is wound up, any surplus assets of the Fund remaining after the payment of liabilities attributed to it, must be transferred to a charity (fund, authority or institution) with a similar charitable purpose to which income tax-deductible gifts can be made.

8.7 Ministerial Rules and Statistical Information of the Fund for the Register of Cultural Organisations

- (a) The Company must comply with any rules that the Treasury Minister and the Minister for the Arts make to ensure that gifts made to the Fund will only be used for the Company's principal purpose.
- (b) The Company must provide to the Department responsible for the administration of the Registration of Cultural Organisations statistical information on the contributions made to the Fund every six (6) months.

9. Winding up

9.1 Surplus assets not to be distributed to Members

If the Company is wound up, any surplus assets must not be distributed to a Member or a former Member, unless that Member or former Member is a charity described in Rule 9.2(b).

9.2 Distribution of surplus assets

- (a) Subject to the Corporations Act and any other applicable Act, and any court order, any surplus assets that remain after the Company is wound up must be distributed to one or more charities:
 - (i) with charitable purpose(s) similar to, or inclusive of, the object(s) and purpose(s) in Rule 4; and
 - (ii) which also prohibit the distribution of any surplus assets to its members to at least the same extent as the Company.
- (b) The decision as to the charity or charities to be given the surplus assets must be made by a Special Resolution of Directors at or before the time of winding up. If the Directors do not make this decision, the Company may apply to the Supreme Court to make this decision.

10. Membership

10.1 Number of Members

The Company must have at least one Member.

10.2 Limited Liability

The Liability of the Members is limited in accordance with Rule 10.3.

10.3 Guarantee

In a winding up of the Company, each Member, and each person who was a Member in the year ending on the date of the commencement of the winding up, undertakes to contribute a maximum of ten dollars (\$10.00) to the Company for the payment of the:

- (a) debts and liabilities of the Company incurred before the Member stopped being a Member;
- (b) costs, charges and expenses of any winding up; and
- (c) adjustments of the rights of the Members amongst themselves.

10.4 Members

The Members will be made up of:

- (a) the subscribers to these Rules;
- (b) any not-for-profit aviation museum organisation in Australia who applies for membership; and
- (c) any corporate body, or incorporated entity, or other person, that the Directors admit to membership in accordance with the Rules.

10.5 Admission Membership

- (a) Subject to Rules 14.2 and 10.14, the Members are:
 - (i) the initial Members named in the application for the Company's registration; and
 - (ii) any other person the Board admits to membership under Rule 10.5(b).
- (b) The Board may from time to time in its absolute discretion admit any person to membership of the Company on receipt of a written application from the person in a form determined by the Board.
- (c) The Board may in its absolute discretion reject any applicant for membership.
- (d) A register of Members must be kept and contain the name and address of each Member, the date on which each Member was admitted to membership of the Company, and it applicable, the date of the reason(s) for termination of the Member's membership.

10.6 Classes of Membership

- (a) The membership of the Company may be divided into classes of membership and prescribed qualifications, rights and privileges of persons to become a Member of a particular class, at the determination of the Directors. Where the membership of the Company has been divided into classes, and a Member has satisfied the below criteria of their respective membership class, the Directors will determine the initial rights and duties of each class of members and of the members of each class.
- (b) As at the date of incorporation, the classes of membership are as follows:
 - (i) Museum Member;
 - (ii) Institutional Member;
 - (iii) Individual Member;
 - (iv) Affiliate; and
 - (v) Associate.
- (c) The criteria for and rights attaching to the various classes of membership are defined below in Rules 10.7 to 10.11 (inclusive).
- (d) The Directors of the Company may create new classes or amend these classes and their respective criteria as required by the Company from time to time. At the date of admission as a Member, and at each annual renewal of membership, Members of a class must satisfy the criteria for that class of membership.

10.7 Museum Member

- (a) A **Museum Member** is a museum which meets the following criteria:
 - (i) has objectives consistent with the objectives of the Company, and is required to abide by the ICOM Code of Ethics;
 - (ii) is a not-for-profit organisation;
 - (iii) is volunteer based; and
 - (iv) has exhibits which are open to the public.
- (b) A Museum Member:
 - (i) is entitled to appoint one representative to attend meetings of Members;
 - (ii) may request endorsement on any Company related matter;
 - (iii) is entitled to attend meetings of Members;
 - (iv) is entitled to vote on any matter called for a vote by Members; and
 - (v) is entitled to nominate a representative to hold a Board position.

10.8 Institutional Member

- (a) An **Institutional Member** is an organisation which is accountable to the Australian public which meets the following criteria:
 - (i) has objectives consistent with the objectives of the Company, and is required to abide by the ICOM Code of Ethics;

- (ii) has institutional governance which includes a volunteer-based workforce; and
- (iii) has exhibits which are open to the public.
- (b) An Institutional Member:
 - (i) is entitled to appoint one representative to attend meetings of Members;
 - (ii) may request endorsement on any Company related matter;
 - (iii) is entitled to attend meetings of Members;
 - (iv) is entitled to vote on any matter called for a vote by Members; and
 - (v) is not entitled to nominate a representative to hold a Board position.

10.9 Individual Member

- (a) An **Individual Member** is a natural person who represents an entity which classifies itself as a museum and meets the following criteria:
 - (i) has objectives consistent with the objectives of the Company, and is required to abide by the ICOM Code of Ethics; and
 - (ii) has exhibits which are open to the public.
- (b) An Individual Member:
 - (i) is entitled to appoint one representative to attend meetings of Members;
 - (ii) may request endorsement on any Company related matter;
 - (iii) is entitled to attend meetings of Members;
 - (iv) is not entitled to vote at meetings of Members (subject to Rule 10.12 and the Law); and
 - (v) is not entitled to nominate a representative to hold a Board position.

10.10 Affiliate Member

- (a) An **Affiliate Member** must be an organisation (other than an organisation qualifying for admission as an Institutional Member under Rule 10.8), whether incorporated or not, that has objectives consistent with the objectives of the Company, and is required to abide by the ICOM Code of Ethics, and which meets the following criteria:
 - (i) has not been denied membership of Museums Australia;
 - (ii) meaningfully contributes to the Company;
 - (iii) has been nominated for membership by a Member; and
 - (iv) has had its nomination seconded by another Member (not the nominator).
- (b) An Affiliate Member:
 - (i) is entitled to appoint one representative to attend meetings of Members;
 - (ii) may request endorsement on any Company related matter;
 - (iii) may attend meetings of Members if requested or approved by the Board;

- (iv) is not entitled to vote at meetings of Members (subject to Rule 10.12 and the Law); and
- (v) is not entitled to nominate a representative to hold a Board position.
- (c) The Board, in its absolute discretion, may or may not recognise admission of an organisation as an Affiliate Member, and the Board's decision is not subject to appeal.

10.11 Associate Member

- (a) Natural persons (other than those who qualify for admission as an Individual Member under Rule 10.9) who support the objects and purposes of the Company and the ICOM Code of Ethics may apply to be admitted as an **Associate Member** of the Company, provided they meet the following criteria:
 - (i) has not been denied membership of Museums Australia;
 - (ii) meaningfully contributes to the Company;
 - (iii) has been nominated for membership by a Member; and
 - (iv) has had its nomination seconded by another Member (not the nominator).
- (b) An Associate Member:
 - (i) is entitled to appoint one representative to attend meetings of Members;
 - (ii) may request endorsement on any Company related matter;
 - (iii) may attend meetings of Members if requested or approved by the Board;
 - (iv) is not entitled to vote at meetings of Members (subject to Rule 10.12 and the Law); and
 - (v) is not entitled to nominate a representative to hold a Board position.
- (c) The Board, in its absolute discretion, may or may not recognise admission of a person as an Associate Member, and the Board's decision is not subject to appeal.

10.12 Variation of Rights

- (a) The rights of Members in a particular class may be varied or cancelled:
 - (i) with the written consent of Members with at least 75% of the votes in that class: or
 - (ii) with the sanction of a Special Resolution passed at a meeting of the Members in that class.
- (b) A meeting of a class of Members must be called and held in the same way, so far as possible, in which a meeting of the Members may be called and held.

10.13 Application for membership

- (a) In order to be admitted as a Member, every applicant for membership (other than the subscribers) must:

- (i) execute and deliver to the Company an application for membership in the form which the Directors determine; and
 - (ii) pay to the Company the membership entrance fee (if any) determined by the Directors.
- (b) Subject to Rule 5, the Directors may create classes of Members and determine the rights and privileges attaching to those classes including, but not limited to, the voting rights of the Members in each class.

10.14 Member's conduct

- (a) If a Member:
- (i) wilfully refuses or neglects to comply with the provisions of this Constitution; or
 - (ii) is guilty of any conduct which, in the unanimous opinion of the Board, is unbecoming of a Member or prejudicial to the interests of the Company, the Board has the power to suspend or expel the Member from the Company by resolution.
- (b) At least one week prior to the meeting of the Board at which a resolution under Rule 10.14 is considered, the Company must provide the Member with:
- (i) notice of the meeting;
 - (ii) any allegations against them;
 - (iii) the intended resolution; and
 - (iv) advice that the Member may, at the meeting and before the passing of the resolution, have an opportunity to give, orally or in writing, any explanation or defence they think fit.
- (c) Any Member referred to in Rule 10.14(a) may, by notice in writing lodged with the Secretary at least 24 hours prior to the time for holding the meeting at which the resolution is to be considered by the Board, elect to have the question dealt with by a mediator elected by the then current president of the Queensland Law Society.
- (d) The role of the mediator is to assist in negotiating a resolution of the matter and, if agreed by the parties, make a decision that is binding on the Company and the relevant Member.
- (e) The reasonable costs of the parties incurred under the procedures under this Rule 10.14 will be borne by the Company.

10.15 Further information

An applicant for membership must provide in writing, any other information in addition to that contained in the application, as the Directors require.

10.16 Member's rights

Subject to the rights attaching a class of membership for a Member, the rights of the Members include the right:

- (a) to inspect some Company documents, including the minutes of general meetings of Members and the register of Members;
- (b) to be given information about the Company's annual finances and other activities at or before each annual general meeting of the Company;
- (c) to ask questions about the Company at a general meeting of Members;
- (d) provided a certain number of Members agree, to request the Directors to call a meeting of Members;
- (e) to receive notice of general meetings, and attend general meetings, of Members;
- (f) to vote on resolutions, or appoint a proxy to vote on their behalf, at general meetings of Members; and
- (g) to vote on a resolution to appoint or remove a Director.

10.17 Determination of Directors

- (a) The Directors will determine the outcome of each membership application within a reasonable time after receipt.
- (b) The Directors may approve or reject any applicant for membership in the Directors' absolute discretion.
- (c) The Directors are not required to give or assign any reason or explanation for the approval or rejection of any application for membership.

10.18 Entrance fee

The Directors may determine the entrance fee payable by any person applying for membership of the Company. The Directors may at any time and as many times as they decide, change the entrance fee payable. Until the Directors otherwise determine, no entrance fee is payable.

10.19 Notification of determination

- (a) When an application for membership has been accepted, the Secretary will send to the applicant written notice of the acceptance and will enter the applicant's name in the Register.
- (b) When an application for membership is rejected, the Secretary will send to the applicant written notice of the rejection and the entrance fee paid, if any, by that applicant will be refunded in full.

10.20 Certificates

A certificate of membership may be issued by the Company to any Member. Any certificate issued will remain the property of the Company and must be returned to the Company on written demand by the Secretary.

10.21 **Membership not transferable**

Membership of the Company is not transferable by operation of law or otherwise. All rights and privileges of membership of the Company will cease immediately upon a person ceasing to be a Member for any reason.

11. Fees and Levies

11.1 **Fees**

Members must pay annual membership fees and other fees in the amounts and at the times determined by the Directors from time to time. If a Member fails to pay the annual membership fees or other fees as determined by the Directors within the designated timeframe then (unless otherwise determined by the Directors) the Member's membership will automatically cease.

11.2 **Levies**

In order to provide additional funds required for the operation of the Company, the Directors may determine that levies are to be paid by Members and may fix the amount and the dates for payment of them. Until determined by the Directors, no levies will be payable by Members.

11.3 **Different fees or levies payable**

In determining fees or levies under this Rule, the Directors may differentiate between classes of Members as to the amounts and timing of fees or levies payable.

12. Varying Members' Rights

- (a) If the membership of the Company is divided into different classes of Members, the rights attached to any class of membership may be varied with the written consent of 75% of the Members in that class or with the sanction of a Special Resolution passed at a meeting of the Members of that class.
- (b) The right to vary membership rights in Rule 12(a) may be exercised unless otherwise provided by the terms of acceptance of the members of that class and whether or not the Company is being wound up.

13. By-Laws, Code of Conduct etc

- (a) The Directors may at any time and from time to time issue and/or impose a code of conduct, rules and/or any other by-laws, regulations or standards for the Company which may deal with any matter within the power of the Directors including (without limitation):

- (i) the admission and/or disqualification or termination of Members;
 - (ii) any fees and levies payable by Members;
 - (iii) conditions of Membership;
 - (iv) availability of services or facilities of the Company and/or access to them by Members;
 - (v) the rights attaching to Membership;
 - (vi) the conditions for the use or licence of any trade or other mark or property of the Company; and/or
 - (vii) qualifications required for Membership.
- (b) The Directors may at any time and from time to time without notice:
- (i) vary, amend, suspend, revoke or otherwise change any Subordinate Regulation;
 - (ii) make new Subordinate Regulations,
- and the Subordinate Regulations for the time being in force will be binding on all Members. The Directors may distinguish between Members in the application or enforcement of any Subordinate Regulation without giving reasons and without being liable for any loss occasioned by doing so.
- (c) In the event of any inconsistency or conflict between these Rules and any Subordinate Regulation, these Rules will prevail to the extent of any inconsistency or conflict.

14. Cessation of Membership

14.1 Non-payment of fees or levies

- (a) If any fees or levies payable by a Member remain unpaid for a period, determined by the Directors, after the due date for payment, the Directors may, by resolution, suspend the Member's rights and privileges (including the right to vote) or terminate the Member's membership of the Company. The Directors may reinstate the Member on payment of all arrears if the Directors think fit to do so.
- (b) Until otherwise determined by the Directors, the period during which the Member's fees or levies must remain unpaid under Rule 14.1(a) will be two (2) calendar months.

14.2 Cessation of membership

A Member's membership of the Company will cease immediately:

- (a) if the Member resigns in writing or surrenders that membership by written notice to the Secretary;
- (b) if the Member's membership is terminated under these Rules;
- (c) if the Member fails to meet the criteria for their particular class of membership, as set out in Rule 10 or as determined by the Directors, at the time of renewal of the Member's membership;

- (d) in the case of a Member who is an individual, if the Member:
 - (i) dies;
 - (ii) is found to be of unsound mind or liable to be dealt with in any way under the law relating to mental health and the Board resolves that the person should cease to be a Member;
 - (iii) is convicted of an indictable offence;
 - (iv) is expelled in accordance with Rule 10.14;
 - (v) has his or her personal estate administered or it becomes liable to be dealt with in any way under the law relating to mental health;
 - (vi) commits an act of bankruptcy;
 - (vii) is declared bankrupt; or
 - (viii) makes any arrangement or enters into a composition with creditors generally; or
- (e) in the case of a Member who is not an individual, if the Member:
 - (i) has a receiver or receiver and manager appointed, or enters into official management, administration or liquidation; or
 - (ii) being a corporation, has a petition for its winding up presented to a Court having appropriate jurisdiction, or passes a resolution of its members for its winding up, or enters into a scheme or arrangement (not being merely for the purpose of amalgamation or reconstruction).

14.3 Effect of Cessation

A Member who ceases to be a Member continues to be liable for all moneys due by them to the Company and the Guarantee (if required by Rule 10.3).

14.4 Continuing rights, liabilities etc.

The termination of a Member's membership will not prejudice, lessen or affect the rights, duties, liabilities and obligations of the Member whether they:

- (a) arise under these Rules or otherwise; or
 - (b) exist at the date of the termination or arise or crystallise after that date,
- and in particular, (but without limitation) that termination will not relieve a Member from any obligation to record or account for or pay any levies or fees referred to in these Rules.

14.5 Non-compliance with Constitution, misconduct

- (a) If any Member wilfully refuses or neglects to comply with this Constitution or is, does or fails to do any act or thing which, in the opinion of the Directors, is unacceptable or prejudicial to the interests of the Company, the Directors may by resolution suspend or expel the Member from the Company.
- (b) Prior to exercising the right in Rule 14.5(a), the Directors must give the Member at least one (1) week's notice of the meeting of the Directors at which that resolution is to be put and of what is alleged against him and of the intended resolution. The Member must be given the opportunity of giving orally or in

writing the Member's explanation or defence before the passing of such resolution.

15. General meetings

15.1 Annual General Meeting

- (a) The Company will be under no obligation to hold an annual general meeting in each calendar year unless:
 - (i) an annual general meeting is required by the Corporations Act; or
 - (ii) the Board otherwise determines.
- (b) General meetings before which the annual accounts of the Company are to be tabled will be called annual general meetings. All other meetings of the Company will be called general meetings.
- (c) The Chair of the annual general meeting must give Members as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the Company.
- (d) At the annual general meeting:
 - (i) an annual report of the Board of Directors for the previous financial year shall be submitted for approval;
 - (ii) in an election year, the Board Members for the ensuing term shall be announced; and
 - (iii) such other business as may properly arise shall be transacted.
- (e) The Company may conduct general meetings more frequently than annually, as determined by the Directors.

15.2 Convening and cancelling general meetings

- (a) Any Director may convene a general meeting of the Company whenever the Director thinks fit.
- (b) The Directors must call and arrange to hold a general meeting on the request of Members with at least 5% of the votes that may be cast at the general meeting. The Directors must call the general meeting under this Rule 15.2(b) within 21 days after the request is given to the Company. The request from the Members must:
 - (i) state any resolution to be proposed at the meeting;
 - (ii) be signed by the Members making the request; and
 - (iii) be given to the Company.
- (c) Two or more Members holding, between them, at least 5% of the votes that may be cast at a general meeting, may call and arrange to hold a general

meeting. The Members calling the meeting must pay the expenses of calling and holding the meeting.

- (d) Any Director may cancel any general meeting convened by that Director or the Board by notice in writing to all persons who were entitled to receive notice of that meeting, except where the cancellation or postponement would be contrary to the Corporations Act. Any failure to give notice of cancellation or postponement does not invalidate the cancellation or postponement or any resolution passed at a postponed meeting.
- (e) The Directors may refuse to convene the general meeting if the voting on the proposed resolution is not within the power of the Members.

15.3 General meetings called by Members

- (a) If the Members request that the Directors call and arrange to hold a general meeting under Rule 15.2(b) (**Request**), the Request must:
 - (i) be in writing;
 - (ii) state any resolution to be proposed at the general meeting;
 - (iii) be signed by the Members making the Request; and
 - (iv) be given to the Company.
- (b) Separate copies of a document setting out the Request may be used for signing by Members if the wording of the Request is identical in each copy.
- (c) The percentage of votes that Members have is to be worked out as at midnight before the Request is given to the Company.

15.4 Conduct of meeting

- (a) Subject to Rule 15.4(b), the Chair or, in the Chair's absence, the deputy Chair is entitled to preside as chairperson at every general meeting.
- (b) Where a general meeting is held and:
 - (i) there is no Chair or deputy Chair; or
 - (ii) the Chair or deputy Chair is not present within 15 minutes after the time appointed for the meeting or does not wish to act as Chair of the meeting,

the Directors present may choose one of their number to be Chair of the meeting.

- (c) Subject to Rule 15.4(b), the Members at a meeting of the Company must elect a Member Present to chair the meeting (or part of it) if:

- (i) the Chair or deputy Chair is not present, not available or declines to act as Chair for the meeting; and
 - (ii) the Directors have not elected a person to preside as Chair at the meeting or the person elected to preside as Chair is not present, available or declines to act as Chair for the meeting.
- (d) The general conduct of each general meeting of the Company and the procedures to be adopted at the meeting are as determined at, during or prior to, the meeting by the Chair.
- (e) The Chair may make rulings without putting the question (or any question) to the vote if the Chair considers action is required to ensure the orderly conduct of the meeting.
- (f) At any time, the Chair considers it necessary or desirable for the proper and orderly conduct of the meeting, the Chair may 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.
- (g) The Company may hold a general meeting at two or more venues using any technology that gives each Member a reasonable opportunity to participate.
- (h) Any determination by the Chair in relation to matters of procedure (including any procedural motions moved at, or put to, any meeting) or any other matter arising directly or indirectly from the business is final (including any procedural motions moved at, or put to, any meeting). Any challenge to:
- (i) a right to vote (whether on a show of hands or on a poll); or
 - (ii) a determination to allow or disregard a vote,
- may only be made at the meeting and may be determined by the Chair.

15.5 Notice of general meeting

- (a) A general meeting may only be convened by giving the Members notice of the meeting in accordance with section 249H of the Corporations Act.
- (b) A notice of general meeting does not need to be given to Members who are not entitled to notice of meetings.
- (c) A notice of a general meeting must be given to:
 - (i) each Member entitled to vote at the meeting;
 - (ii) each Director; and
 - (iii) the auditor (if any).

- (d) Notice of a general meeting must be provided in writing at least 21 days before the meeting.
- (e) Subject to Rule 15.5(f), notice of a general meeting may be provided less than 21 days before the meeting if:
 - (i) for an annual general meeting, all the Members entitled to attend and vote at the annual general meeting agree beforehand; or
 - (ii) for any other general meeting, Members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- (f) Notice of a general meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
 - (i) remove a Director;
 - (ii) appoint a Director in order to replace a Director who was removed; or
 - (iii) remove an auditor.
- (g) Notice of a general meeting must include:
 - (i) the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
 - (ii) the general nature of the meeting's business;
 - (iii) if applicable, that a Special Resolution is to be proposed and the words of the proposed resolution;
 - (iv) a statement that Members have the right to appoint proxies and that, if a Member appoints a proxy:
 - (A) the proxy does not need to be a Member;
 - (B) the proxy form must be delivered to the Company at its registered address or the address (including an electronic address) specified in the notice of the meeting;
 - (C) the proxy form must be delivered to the Company at least 48 hours before the meeting; and
 - (v) contain any other information required by the Law.
- (h) The accidental omission to give or send notice of any general meeting or the postponement of any general meeting or the non-receipt of a notice by any person entitled to receive such notice will not invalidate the proceedings or any resolution passed at any such general meeting.
- (i) The Directors may postpone a general meeting or change the venue for the meeting by giving written notice to all Members who received the original notice

of meeting at least forty-eight (48) hours before the appointed time. That notice must specify the time and place for the postponed meeting.

- (j) If a Member does not receive a meeting notice or the Directors accidentally omit to give the Member a meeting notice, that omission will not invalidate the proceedings or any resolution passed at the meeting.
- (k) No business is to be transacted at any general meeting except that contained in the meeting notice unless all the Members agree otherwise.

15.6 Quorum

- (a) Business must not be transacted at a general meeting if a quorum of members is not present when the meeting proceeds to business.
- (b) A quorum will be:
 - (i) if the Company has only one Member entitled to receive notice of and vote at the meeting, that Member; or
 - (ii) in every other case, two (2) Members who are entitled to receive notice of and vote at the meeting.
- (c) A quorum of Members must be present throughout each general meeting. If a quorum is not present at any time the meeting is not validly convened but without affecting the validity of any business conducted before the absence of a quorum occurs.

15.7 Determine a quorum

In determining whether a quorum is present, a person attending as a proxy, or representing a body corporate that is a Member, is deemed to be a Member.

15.8 Procedure where no quorum

- (a) If a quorum is not present within thirty (30) minutes after the time appointed for the meeting:
 - (i) where the meeting was convened upon the requisition of members, the meeting will be dissolved; or
 - (ii) in any other case, the meeting will be adjourned.
- (b) Any adjourned meeting will be rescheduled to take place on a day and time and at the place that the Directors decide.
- (c) If no Directors are present at the meeting or if no decision is made by the Directors, the meeting will take place on the same day and at the same time and place as originally notified, but in the next succeeding week.

- (d) If at the rescheduled meeting a quorum is not present within thirty (30) minutes after the appointed time, then the meeting will be dissolved unless it is adjourned under Rule 15.11.

15.9 Election of chairman

- (a) The Directors will elect one Director to preside as chairman at every general meeting. If the Directors have elected a chairman of Directors, that person will be deemed to be elected as the chairman at each general meeting.
- (b) Where a general meeting is held and:
 - (i) a chairman of Directors has not been elected;
 - (ii) the chairman of Directors is not present within 15 minutes after the appointed time; or
 - (iii) the chairman of Directors is unwilling to act,
 the members present will elect one Member to be chairman of the meeting.

15.10 No casting vote

The chairman does not have a casting vote in addition to any vote the chairman has as a Member.

15.11 Adjournment of meeting

- (a) During the course of any meeting of Members, the Chair may adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting or any debate or discussion either to a later time at the same meeting or to an adjourned meeting to be held at the time and place determined by the Chair. If the Chair exercises a right of adjournment of a meeting under 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.
- (b) No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) An adjournment of a meeting of members must only be made:
 - (i) with the consent of the meeting provided a quorum is present; or
 - (ii) in the case of an adjournment under Rule 15.8(d), with the consent of members present and entitled to vote; or
 - (iii) if directed by the meeting to do so.
- (d) Any adjournment may change the time or the venue for the meeting.

- (e) Only business left unfinished from the meeting adjourned must be transacted at any rescheduled meeting.

15.12 Adjournment of thirty (30) days

If a meeting is to be adjourned for thirty (30) days or more, notice of the adjourned meeting must be given as if it was an original meeting.

15.13 Adjournment of less than thirty (30) days

A notice of meeting is not required to be given for an adjourned meeting where the adjournment is for less than thirty (30) days.

15.14 Show of hands or poll

Any vote taken at a general meeting is decided on a show of hands unless a poll is demanded:

- (a) by the chairman; or
- (b) by at least two (2) Members present in person or by proxy; or
- (c) Members with at least 5% of the votes that may be cast on the resolution on a poll, present in person or by proxy.

15.15 Declaration on show of hands

If a poll is not demanded, the chairman's declaration that a resolution has been carried or lost with an entry to that effect in the minute book is conclusive evidence of that fact. It is not necessary to record the number or proportion of votes recorded for or against the resolution.

15.16 Withdraw poll

The demand for a poll may be withdrawn at any time.

15.17 Demand for poll

A poll will be taken immediately if one is demanded or at any other time after an interval or adjournment or otherwise as the chairman decides. The result of the poll will be recorded as the resolution of the meeting at which the poll was demanded.

15.18 Poll for chairman

Any poll demanded on the election of a chairman or on a question of adjournment must be taken immediately.

15.19 When a Poll is effectively demanded

- (a) A poll may be demanded by:
 - (i) at least five Members Present and entitled to vote on the resolution;
 - (ii) Members Present with at least 5% of the votes that may be cast on the resolution on a poll; or
 - (iii) the Chair of the meeting.
- (b) The poll may be demanded before a vote is taken, before the voting results on a show of hands are declared or immediately after the voting results on a show of hands are declared.

15.20 Special Meetings

All of the provisions of this Constitution as to general meetings apply to any special meeting of any class of Members which may be held pursuant to this Constitution or the Corporations Act.

15.21 Procedure for Polls

- (a) When demanded, a poll may be taken in the manner and at the time the Chair directs.
- (b) The result of a poll may be announced in the manner and at the time (whether during the relevant meeting or afterwards) as the Chair considers appropriate.
- (c) The demand for a poll does not prevent a meeting from continuing in relation to any transaction or any business other than that on which a poll has been demanded. A poll demanded on any question of adjournment is to be taken at the meeting and without adjournment.

15.22 Auditor's right to attend Meetings

- (a) The auditor (if any) is entitled to attend any general meeting of the Company and to be heard by the Members on any part of the business of the meeting that concerns the auditor in their capacity as auditor.
- (b) The Company must give the auditor (if any) any communications relating to the general meeting that a Member is entitled to receive.

15.23 Representation and voting of Members

- (a) Subject to this Constitution, and any rights or restrictions for the time being attached to any class or classes of Members, at meetings of Members or classes of Members:

- (i) each Member entitled to attend and vote may attend and vote in person or by proxy, by Attorney or (where the Member is a body corporate) by representative; and
 - (ii) on a show of hands every Member Present has one (1) vote, and on a poll every Member Present has one (1) vote.
- (b) The power of attorney or proof of appointment of a representative must be produced for inspection at the Company's registered office not less than 24 hours before the time for holding the meeting or adjourned meeting, unless the document has previously been produced for inspection in accordance with this Rule 15.23.
 - (c) A proxy need not be a Member.
 - (d) At any general meeting of the Company, an ordinary resolution shall be decided by a simple majority of the votes.

15.24 **Members not to vote unless fully paid**

A Member is only entitled to vote at a general meeting if all fees and levies and other amounts presently payable by the Member have been paid.

15.25 **Objection to qualification of Member**

Any objection to the qualification of a person to vote must be made at the same meeting at which that person's vote is tendered. Any objection must be referred to the chairman of the meeting whose decision is final and:

- (a) any vote approved will be valid for all purposes; or
- (b) any vote disallowed will be invalid and must be disregarded.

15.26 **Only Members entitled to vote may vote**

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

15.27 **Rights of third parties to attend general meetings**

Even if they are not Members of the Company, the following persons have the right to attend any general meeting and, if requested by the Directors, to speak at the general meeting:

- (a) any Director; and
- (b) any Secretary of the Company; and
- (c) any other person invited by the Directors.

15.28 Minutes

The Directors must ensure that proper minutes are made of:

- (a) all general meetings of the Company;
- (b) all appointments of officers;
- (c) the proceedings of all general meetings;
- (d) the attendance at and business transacted at general meetings,

and the minutes of any meeting, if purporting to be signed by the chairman of the meeting or by the chairman of the next succeeding meeting, will be conclusive evidence of the matters recorded in them without any further proof.

15.29 Circulating Resolutions

- (a) If all Members entitled to receive notice of a general meeting and to vote on a resolution of Members sign a document containing a statement that they are in favour of the resolution set out in the document, a Members' resolution in those terms is passed when the last Member signs such a document.
- (b) For the purposes of this Rule 15.29:
 - (i) two or more separate documents in identical terms, each of which is signed by one or more Members, will be treated as one document; and
 - (ii) an email or facsimile containing the text of the document expressed to have been signed by a Member that is sent to the Company is deemed to be a document signed by that Member at the time of its receipt by the Company.

15.30 Sole Member Resolutions

Where the Company has only one Member, it may pass a resolution by the Member recording it and signing the record.

15.31 Members' Resolutions and Statements

- (a) Members with at least 5% of the votes that may be cast on a resolution may give:
 - (i) written notice to the Company of a resolution they propose to move at a general meeting (**Members' Resolution**); and/or
 - (ii) a written request to the Company that the Company give all of its Members a statement about a proposed resolution or any other matter that may properly be considered at a general meeting (**Members' Statement**).

- (b) A notice of a Members' Resolution must set out the wording of the proposed resolution and be signed by the Members making the request.
- (c) A request to distribute a Members' Statement must set out the statement to be distributed and be signed by the Members making the request.
- (d) Separate copies of a document setting out the notice or request may be signed by Members if the wording is the same in each copy.
- (e) The percentage of votes that Members have (as described in Rule 15.31(a)) is to be worked out as at midnight before the request or notice is given to the Company.
- (f) If the Company has been given notice of a Members' Resolution under Rule 15.31(a)(i), the resolution must be considered at the next general meeting held more than two months after the notice is given.
- (g) This Rule does not limit any other right that a Member has to propose a resolution at a general meeting.

15.32 Company must give notice of proposed resolution or distribute statement

- (a) If the Company has been given a notice or request under Rule 15.31:
 - (i) in time to send the notice of proposed Members' Resolution or a copy of the Members' Statement to Members with a notice of meeting, it must do so at the Company's cost; or
 - (ii) too late to send the notice of proposed Members' Resolution or a copy of the Members' Statement to Members with a notice of meeting, then the Members who proposed the resolution or made the request must pay the expenses reasonably incurred by the Company in giving Members notice of the proposed Members' Resolution or a copy of the Members' Statement. However, at a general meeting, the Members may pass a resolution that the Company will pay these expenses.
- (b) The Company does not need to send the notice of a proposed Members' Resolution or a copy of the Members' Statement to Members if:
 - (i) it is more than 1,000 words long;
 - (ii) the Directors consider it may be defamatory;
 - (iii) Rule 15.31(a)(ii) applies, and the Members who proposed the resolution or made the request have not paid the Company enough money to cover the cost of sending the notice of the proposed Members' Resolution or a copy of the Members' Statement to Members; or
 - (iv) in the case of a proposed Members' Resolution, the resolution does not relate to a matter that may be properly considered at a general meeting or is otherwise not a valid resolution able to be put to the Members.

16. Rules for Voting by Proxy

16.1 Proxies

A Member who is entitled to attend and cast a vote at a general meeting may appoint a person as the member's proxy to attend and vote for the Member at the meeting and in that case:

- (a) the appointment may specify the proportional number of votes that the proxy may exercise;
- (b) if the Member is entitled to cast two (2) or more votes at the meeting, they may appoint two proxies. If the Member appoints two (2) proxies and the appointment does not specify the proportion or number of the member's votes each proxy may exercise, each proxy may exercise half of the votes;
- (c) an appointment of a proxy may be revoked at any time before the vote to which the proxy relates is exercised by written notice delivered to the Secretary; and
- (d) any fractions of votes resulting from the application of Rule 16.1(a) must be disregarded.

16.2 Form of Proxy

- (a) A Member who is entitled to attend and vote at a meeting of the Company may appoint an individual or a body corporate as a proxy to attend and vote for the Member in accordance with the Corporations Act.
- (b) A proxy appointed in accordance with the Corporations Act to attend and vote at the meeting of the Company may exercise the rights of the Member on the basis and subject to the restrictions provided in the Corporations Act.
- (c) The instrument appointing a proxy:
 - (i) must be in writing (in the common or usual form) under the hand of the appointer or their attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised;
 - (ii) is deemed to confer authority to demand or join in demanding a poll;
 - (iii) must be in accordance with the Corporations Act; and
 - (iv) must be substantially in the form in the Schedule.
- (d) The instrument appointing a proxy must be deposited at the Company's registered office not less than 48 hours before the time for holding the meeting or adjourned meeting or poll at which the person named in the instrument proposes to vote. No instrument appointing a proxy will be valid after the expiration of 12 months from the date of its execution.

- (e) Any appointment of proxy under this Rule 16.2 which is incomplete may be completed by the Secretary on the authority of the Directors and the Directors may authorise completion of the proxy by the insertion of the name of any Director as the person in whose favour the proxy is given.
- (f) Where a notice of meeting provides for electronic lodgement of proxies, a proxy lodged at the electronic address specified in the notice is taken to have been received at the Company's registered office and validated by the Member provided that the requirements for electronic lodgement of proxies set out in the notice have been complied with.

16.3 Validity of Proxies

- (a) A vote exercised in accordance with the terms of an instrument of proxy, a power of attorney or other relevant instrument of appointment is valid despite:
 - (i) the previous death or unsoundness of mind of the principal; or
 - (ii) the revocation of the instrument (or of the authority under which the instrument was executed) or the power,

if no notice in writing of the death, unsoundness of mind or revocation (as the case may be) has been received by the Company at its registered office before the commencement of the meeting, or adjourned meeting at which the instrument is used or the power is exercised.
- (b) A proxy is not revoked by the principal attending and taking part in the meeting unless the principal actually votes at the meeting on a resolution for which the proxy is proposed to be used.
- (c) Voting instructions given by a Member to a Director or employee of the Company who is appointed as proxy (Company Proxy) are valid only if:
 - (i) the voting instructions are contained in the document form of appointment of the Company Proxy; or
 - (ii) in the case of new instructions or variations to earlier instructions, the new instructions or variations to earlier instructions are either:
 - (A) received at the Company's registered office before the meeting or adjourned meeting by a notice in writing signed by the Member; or
 - (B) otherwise validated by the Member in a manner acceptable to the Directors in their discretion prior to the commencement of the meeting.

16.4 Attorneys

Any Member may, by power of attorney, appoint an attorney to act on the Member's behalf at all or any meetings of the Company. The power of attorney or a copy of it, verified in a manner satisfactory to the Directors, must be produced for inspection at the

registered office or any other place specified for that purpose in the notice convening the meeting with evidence of proper execution as the Directors require, not less than forty-eight (48) hours before the meeting.

16.5 **Representatives of corporations**

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

16.6 **Representative need not be a member**

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

16.7 **Proxy in writing**

An instrument appointing a proxy must be in writing and signed by:

- (a) the appointor; or
- (b) the appointor's attorney; or
- (c) the persons authorised under the Law or by an authorised officer or attorney of the appointor, where the appointor is a body corporate.

16.8 **How the proxy is to vote**

If the document appointing a proxy specifies how the proxy is to vote in relation to a resolution, the proxy must vote as specified in the document. Any vote tendered otherwise is invalid and must be disregarded.

16.9 **Authority for a poll**

A document appointing a proxy confers the authority to demand a poll.

16.10 **Delivery of proxy before meeting**

- (a) The appointment of a proxy is not valid unless the appointment document and a certified copy of any power of attorney or other authority under which that document is signed is delivered to the Company.
- (b) The relevant documents must be delivered, not less than 48 hours before the appointed meeting time.
- (c) The relevant documents must be delivered to the Company's registered office or to any other place in Australia specified in the notice convening the meeting.

16.11 Validity of proxy vote

A vote tendered in accordance with a proxy or a power of attorney is valid even if:

- (a) the appointor or principal dies or becomes mentally incapacitated;
- (b) the proxy or power of attorney is revoked in any way,

but only if the Company had no written notice of any defect before any authority is exercised.

16.12 Instrument not valid

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

17. Appointment, Removal and Remuneration of Directors

17.1 Number of Directors

- (a) The number of Directors (not including Alternate Directors) must not be less than five (5), and at least two (2) Directors must ordinarily reside in Australia.
- (b) Each Director must be a natural person.
- (c) The Members of the Company may, by Ordinary Resolution passed at a general meeting, increase or reduce the number of Directors but must not reduce the minimum number of Directors as provided in Rule 17.1(a).

17.2 Appointment of directors

- (a) The Directors have the power to appoint any Member as a Director to fill a casual vacancy or as an addition to the board provided that the number of Directors does not exceed any maximum number of Directors fixed by this Constitution.
- (b) The first Directors are the persons specified in the application to register the Company lodged under the Corporations Act and who have consented in writing to become Directors.
- (c) The Members may appoint any person eligible under Rule 17.2(d) to be a Director by resolution at a general meeting of the Company.
- (d) A person is eligible for appointment as a Director if they:
 - (i) are a Director who has been appointed pursuant to Rule 17.2(i) or has been nominated by the Directors for appointment at a general meeting of the Company;

- (ii) are a Member, or a representative of a Member; or
 - (iii) are proposed by a Member, provided the proposing Member leaves a notice at the Company's registered office which nominates the person for the office of Director and includes the written consent of the person nominated to act as a Director.
- (e) A notice given in accordance with Rule 17.2(d)(iii) must be left at the Company's registered office at least 30 days before the relevant general meeting.
 - (f) Notice of each person standing for appointment as a Director must be given to all persons entitled to receive notice of meetings of the Company at least seven days prior to the general meeting of the Company.
 - (g) Where the number of candidates nominated is insufficient to fill any or all of the positions on the Board the Board may accept nominations from among the Members present at the annual general meeting whether held in person or by electronic means.
 - (h) If more than the required number of nominations is received for any position a ballot shall be held for each such position.
 - (i) The Directors may appoint any Member or a representative of a Member to be a Director to fill a vacancy or as an addition to the existing Directors, provided that the Member or representative of a Member gives the Company their signed consent to act as a Director, and the Company confirms the appointment by resolution at the next annual general meeting. If the Company does not confirm the appointment at the next annual general meeting, that Member or representative of a Member ceases to be a Director at the end of the annual general meeting.

17.3 Rotation of Directors

- (a) At the first annual general meeting of the Company, all the Directors must retire from office, but are immediately eligible to be reappointed subject to resolution of the Members at the annual general meeting of the Company. At every second annual general meeting thereafter, one third of the Directors, or if the number of Directors is not a multiple of three (3), then the number nearest to one third, must retire from office.
- (b) A retiring Director is eligible for re-election. The Directors to retire at an annual general meeting are those who have been longest in office since their election. As between persons who became Directors on the same date, the Directors to retire will be determined by lot.
- (c) The Directors to retire by rotation at an annual general meeting must include any Director who wishes to retire and does not wish to be re-appointed as a Director. Any further Director required to retire must be the Director who has been in office the longest as a Director.

- (d) If there are two or more Directors that have been in office for an equal amount of time and an agreement cannot be reached between those Directors on who will retire, the Members will determine the Director or Directors who will retire.
- (e) A retiring Director is eligible for re-appointment in accordance with Rule 17.2.
- (f) Any removal or appointment of a Director pursuant to this Rule 17.3 at a general meeting does not become effective until the end of the meeting.

17.4 Cessation of Directorship

A person ceases to be a Director and the office of Director is vacated if the person:

- (a) is removed from office as a Director by a resolution of the Company at a general meeting;
- (b) resigns as a Director in accordance with this Constitution;
- (c) is subject to assessment or treatment under any mental health law and the Board resolves that the person should cease to be a Director;
- (d) is disqualified from acting as a Director under the Corporations Act or the ACNC Act; or
- (e) is absent from:
 - (i) Board meetings for a continuous period of six months; or
 - (ii) six Board meetings in any 12 month period,
 without leave of absence from the Board and the Board resolves that the Director should cease to be a Director.

17.5 No Membership Requirement

Directors are not required to be Members.

17.6 Payments to Directors

- (a) The Company must not pay fees to a Director for their services as Director.
- (b) The Company may:
 - (i) pay a Director for work that the Director undertakes for the Company, other than as a Director, if the amount is no more than a reasonable fee for the work completed; or
 - (ii) reimburse a Director for expenses properly incurred by the Director in connection with the affairs of the Company.
- (c) Any payment made under Rule 17.6(b) must be approved by the Directors.

- (d) The Company may pay premiums for insurance indemnifying Directors, as permitted by any law (including the Corporations Act) and this Constitution.

17.7 Directors may lend to the Company

Any Director may lend money to the Company at interest with or without taking security over the Company's assets or may, for a commission or profit, guarantee the repayment of any money borrowed by the Company without being disqualified in respect of the office of Director and without being liable to account to the Company for the commission or profit.

17.8 Re-election of retiring Directors

The Company, may by Ordinary Resolution, fill a vacated Director's office by electing a person to that office. If the vacated office is not filled, the retiring Director must, if offering himself for re- election, be deemed to have been re-elected unless at that meeting:

- (a) it is resolved not to fill the vacated office; or
- (b) a resolution for the re-election of the Director is put and lost.

17.9 Removal of Director

- (a) The Company may remove any Director and appoint another Director as a replacement.
- (b) The removal or replacement of a Director must be effected by Ordinary Resolution of the Company at a general meeting.
- (c) At least two months' notice must be given to the Company of the intention to move a resolution to remove a Director at a general meeting.
- (d) If notice of the intention to move a resolution to remove a Director at a general meeting is received by the Company, that Director must be given a copy of the notice as soon as practicable.
- (e) The Director must be informed by the Company that the Director may:
 - (i) submit a written statement to the Company for circulation to the Members before the meeting at which the resolution is put to a vote; and
 - (ii) speak to the motion to remove the Director at the general meeting at which the resolution is to be put to a vote.
- (f) At least 21 days' notice must be given to the Members of a general meeting at which the resolution for the removal of a Director is proposed. The notice must set out the proposed resolution and the grounds for the proposed resolution.

17.10 Director's expenses

The Directors will be entitled to be reimbursed all travelling and other expenses properly incurred by them:

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

17.11 Vacation of director's office

The office of a Director becomes vacant if:

- (a) required by the Law;
- (b) the Director is removed under these Rules;
- (c) the Director dies or becomes mentally incapacitated or the Director's estate is liable to be dealt with under a law relating to mental health;
- (d) the Director becomes bankrupt or makes any arrangement or composition with creditors;
- (e) the Director resigns or ceases to be a Member;
- (f) the Director is absent from Directors' meetings for at least six (6) months without the consent of the other Directors; or
- (g) the Director holds any other office of profit under the Company, except that of Managing Director, without the consent of the Company in general meeting.

18. Powers and duties of Directors

18.1 Duties of Directors

The Directors must comply with their duties as directors at law (including under the Corporations Act and at common law), and with the duties described in Governance Standard 5 of the regulations made under the ACNC Act which are:

- (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a Director;
- (b) to act in good faith in the best interests of the Company and to further the objects and purposes of the Company as set out in Rule 4;
- (c) not to misuse their position as a Director;
- (d) not to misuse information they gain in their role as a Director;

- (e) to disclose any perceived or actual material conflicts of interest in the manner set out in Rule 21;
- (f) to ensure that the financial affairs of the Company are managed responsibly; and
- (g) not to allow the Company to operate while it is insolvent.

18.2 Directors manage the business

- (a) Subject to the Law and to these Rules, the Company's business will be managed by the Directors.
- (b) The Directors are entitled to be repaid or reimbursed for all expenses incurred in promoting and forming the Company.
- (c) The Directors may exercise all powers of the Company except where those powers must be exercised by the Company in general meeting under the Law or these Rules.

18.3 All powers of Company

Without limiting Rule 18.2 or 18.4, the Directors may exercise all the powers of the Company to:

- (a) borrow money;
- (b) charge any property or business of the Company or all or any of its uncalled capital;
- (c) issue debentures; or
- (d) give any other security for a debt, liability or obligation of the Company or of any other person.

18.4 Powers of Directors and Managing Directors

- (a) The business of the Company is managed by the Directors, who may exercise all powers of the Company which are not, by the law or this Constitution, required to be exercised by the Company in general meeting.
- (b) Without limiting Rule 18.4(a), the Board has the power, except where these acts or things conflict with the requirements of the Corporations Act or other Regulations, to:
 - (i) accept grants and enter into agreements with funding agencies to provide services and programs which will further the objects and purposes of the Company; and
 - (ii) do all such other acts and things as it may deem necessary in the interests of the Company.

- (c) The Directors may, on the terms and conditions and with any restrictions as they determine, delegate to a Managing Director any of the powers exercisable by them and may at any time withdraw, suspend or vary all or any of those powers conferred on the Managing Director. Any powers which are conferred may be concurrent with, to the exclusion of, or in addition to, the Director's own powers. The delegation must be recorded in the Company's minute book in accordance with section 251A of the Corporations Act.

18.5 Corporate groups

- (a) If the Company is a wholly owned subsidiary of another Company (**the Holding Company**), the Directors may act in the best interests of the Holding Company.
- (b) The Directors must not act in the way referred to in Rule 18.5(a) if the Company is insolvent at the time or would by virtue of the Directors' actions become insolvent.

18.6 Appointment of attorney

- (a) The Directors may appoint any person or persons under a power of attorney to be the attorney or attorneys of the Company.
- (b) The appointment may be:
 - (i) for any purpose; or
 - (ii) in relation to any of the Directors' powers, authorities and discretions; or
 - (iii) for any period; and/or
 - (iv) subject to any conditions as the Directors decide.

18.7 Provisions of power of attorney

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

18.8 Cheques and promissory notes

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

- (a) by any two (2) Directors; or
- (b) in any other manner as the Directors decide.

19. Proceedings of Directors

19.1 Proceedings

- (a) The Directors may meet together for the dispatch of business and may adjourn and otherwise regulate their meetings as they determine. Unless otherwise determined by the Board, meetings of the Board must be held at least six times in every calendar year, at such times and places and in such format as the Board may from time to time determine.
- (b) A Directors' meeting may be called by a Director giving reasonable notice to every other Director.
- (c) A notice may be given by mail, personal delivery, email or facsimile transmission to the usual place of business or residence of the Director or at any other address given to the Secretary by the Director or by any technology agreed by all the Directors.
- (d) A notice of Directors' meeting signed by the Secretary must be sent to all Directors that sets out:
 - (i) the date, time and place of the meeting; and
 - (ii) the items to be included on the agenda.
- (e) In the notice of Directors' meeting, all items that are to be discussed at the meeting must be listed in the agenda and no other business will be discussed. Directors may also request for an item to be placed on the agenda provided that the Secretary receives the request prior to the date that the notice of Directors' meeting is sent to the Directors.

19.2 Use of technology

- (a) Any Directors' meeting may be conducted at more than one (1) venue by using any technology that gives each Director a reasonable opportunity to participate in the meeting and permits each Director present to hear and be heard by each other Director present.
- (b) For the purposes of the Corporations Act, each Director, by consenting to be a Director, consents to the use of each of the following technologies for holding a Directors' meeting:
 - (i) video conferencing;
 - (ii) telephone;
 - (iii) any other technology which permits each Director to communicate with every other Director; and
 - (iv) any combination of these technologies.

- (c) A Director may withdraw the consent given under Rule 19.2(a) (in respect of a particular meeting or all meetings) within a reasonable period before the relevant Directors' meeting.

19.3 Directors' meetings

- (a) Any Director may convene a Directors' meeting. The Secretary must convene a meeting at the request of a Director.
- (b) A written notice of a Directors' meeting must be sent to each Director within seven (7) days after a request to convene a meeting.
- (c) The notice may be given by telephone or other electronic means of communication. The notice must specify:
 - (i) the date and time for the proposed meeting;
 - (ii) the venue for the meeting unless the meeting is conducted under Rule 19.1;
 - (iii) if the meeting is to be conducted under Rule 19.1, the method for conducting the meeting; and
 - (iv) the nature of the business to be transacted at the meeting.

19.4 Quorum

- (a) A quorum at a Directors' meeting will be at least three (3) entitled to vote on any motion that may be moved by the meeting.
- (b) A quorum of Directors must be present throughout each Director's meeting. If a quorum is not present at any time the meeting is not validly convened but without affecting the validity of any business conducted before the absence of a quorum occurs.
- (c) Where the number of Directors is insufficient to constitute a quorum of a meeting of Directors, the Directors will be deemed to constitute a quorum of a meeting of Directors to:
 - (i) deal with an emergency;
 - (ii) convene a general meeting of the Company; or
 - (iii) appoint a person as a Director in accordance with Rule 17.2.

19.5 Directors to continue to act

Where a vacancy in the office of a Director occurs, the remaining Directors may continue to act. If the number of remaining Directors is insufficient to constitute a quorum, the Directors may act only for the purpose of increasing the number of Directors to that required to constitute a quorum or to convene a general meeting.

19.6 Chair of Directors

- (a) The Directors may elect one of their number as their Chair and may decide the period for which the Chair is to act as Chair. References to the Chair in this Constitution include, in the absence of the Chair, the deputy Chair (unless the context otherwise requires).
- (b) The Directors may elect one of their number as the deputy Chair.
- (c) Where a Directors' meeting is held and:
 - (i) a Chair has not been elected as provided by Rule 19.6(a); or
 - (ii) the Chair is not present at the time appointed for the holding of the meeting or does not wish to Chair the meeting,

the deputy Chair is Chair of the meeting or, if Rule 19.6(c)(i) or 19.6(c)(ii) applies to the deputy Chair, the Directors present may elect one of their number to be Chair of the meeting.

19.7 Chairman not present

Where a Directors' meeting is held and the chairman:

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

then the Directors present will elect one (1) other Director to be chairman of the meeting.

19.8 No casting votes

The chairman does not have a casting vote in addition to any vote the chairman has as a Director.

19.9 Directors' voting rights and exercise of Powers

- (a) Subject to this Constitution, resolutions put to Directors are decided by a majority of votes of Directors present and entitled to vote.
- (b) Each Director has one vote.
- (c) In the case of an equality of votes at a Directors' meeting, the Chair of the meeting does not have a casting vote in addition to the Chair's deliberative vote.
- (d) Subject to Rule 21 and the Corporations Act, a Director:
 - (i) may enter into contracts with, or otherwise have dealings with the Company; and

- (ii) may hold other offices in the Company.
- (e) A Director is not liable to account to the Company for any profit realised by any contract or arrangement, by reason only of holding the office of Director or of the fiduciary relationship established by the office.
- (f) Despite having an interest in any contract or arrangement, a Director may participate in the execution of any document evidencing or connected with the contract or arrangement, whether by signing, sealing or otherwise.

19.10 Circulating Resolutions

- (a) A resolution in writing, signed or otherwise agreed to by all of the Directors, will be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.
- (b) Any such resolution may consist of several counterparts, each signed by one or more of the Directors.
- (c) The Company may send a resolution in writing by email to the Directors and a minimum of a majority of the Directors may agree to the resolution by sending a reply email to that effect.
- (d) A resolution in writing is passed when the last Director signs or otherwise agrees to the resolution in the manner set out in Rule 19.10(b) or 19.10(c).

19.11 Defects in Appointments

All actions at any meeting of the Directors or by a committee or by any person acting as a Director are, despite the fact 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, valid as if every person had been properly appointed and was qualified and continued to be a Director or a member of the committee.

19.12 Validity of Directors acts

All things done by any Directors' meeting or by a committee of directors or by any person acting as a Director will be valid even though it subsequently becomes known:

- (a) that there was some defect in the appointment of a person to be a Director or a Member of the committee, or to act as a Director; or
- (b) that a person appointed was disqualified.

19.13 Decisions of the Directors

Any question arising at a Directors' meeting or any committee of Directors is determined by a simple majority of votes of the Directors.

19.14 Minutes

The Directors will cause proper minutes to be made of:

- (a) all Director's meetings;
- (b) all appointments of officers;
- (c) the proceedings of all Director's meetings and committees of Directors;
- (d) the attendance at all meetings of the Directors and the business transacted at those meetings,

and any minutes purporting to be signed by the chairman of the meeting or by the chairman of the next succeeding meeting, will be conclusive evidence of the matters recorded in them without any further proof.

20. Alternate Directors

20.1 Appointment of an alternate

A Director may appoint any person to be an alternate Director during any period as the Director requires, but only:

- (a) with the approval of the other Directors; and
- (b) while the appointor is not available to act.

20.2 Notice of meetings

An Alternate Director is entitled to notice of and to vote at Directors' meetings unless the appointor is present at the meeting.

20.3 Power of Alternate Director

An Alternate Director may exercise any of the appointor's powers during any period that the appointor is unavailable to do so. The exercise of any power by the Alternate Director is deemed to be the exercise of that power by the appointor.

20.4 Termination of appointment

The appointment of an Alternate Director will terminate:

- (a) on notice by the appointor even though the appointment period has not expired;
- (b) automatically if the appointor ceases to be a Director.

20.5 Responsibility

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

20.6 No remuneration

An alternate Director will not be entitled as in that capacity to receive any remuneration from the Company.

21. Interested Directors

21.1 Notice requirements

- (a) If a Director has a material personal interest in any matter that relates to the affairs of the Company, including in a contract or proposed contract, any office or any property such that the Director might have duties or interests which conflict or may conflict either directly or indirectly with the Directors' duties or interests as a Director, the Director must give the Board notice of the interest at a Board meeting unless the Director is not required to disclose the interest in the circumstances listed in section 191(2) of the Corporations Act.
- (b) The notice disclosing the Director's material personal interest must:
 - (i) give details of the nature and extent of the interest and how it relates to the affairs of the Company;
 - (ii) be given to the Board at a Board meeting as soon as practicable after the Director becomes aware of the interest; and
 - (iii) be recorded in the minutes of the Directors' meeting at which the notice is given.

21.2 Voting by interested Directors

A Director who has a material personal interest in a matter that is being considered at a Board meeting must not:

- (a) be present while the matter is being considered at the meeting; or
- (b) vote on the matter,

unless:

- (c) sections 195(2) or (3) of the Corporations Act allows the Director to be present; or

- (d) the interest does not need to be disclosed under section 191 of the Corporations Act.

21.3 Exception to Rule

Regardless of Rule 21.2, if:

- (a) the Director is not required to disclose the interest under section 191 of the Law;
- (b) the Director has disclosed the interest under section 191 of the Law and the other Directors not having a material personal interest in the matter pass a resolution that:
 - (i) identifies the Director, the nature and extent of the Director's interest in the matter and its relation to the affairs of the Company; and
 - (ii) states that those Directors are satisfied that the interest should not disqualify the Director from voting on the matter or being present; or
- (c) ASIC has determined that the Director may be present and vote under section 196 of the Law,

then the Director may be present at the meeting considering the matter and may vote in relation to it.

21.4 No quorum available

If a quorum of Directors is not present at any meeting because of the operation of Rule 21.2, any Director may either reschedule the meeting of Directors or call a general meeting and the general meeting may pass a resolution to deal with the matter.

21.5 Director not disqualified

If a Director is permitted to be present and to vote by virtue of Rule 21.3:

- (a) that Director will not be disqualified by the office from contracting with the Company either as vendor, purchaser or otherwise;
- (b) no contract made by that Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which that Director is in any way interested may be avoided by reason only of that Director holding that office or of the fiduciary relationship established by it;
- (c) that Director will not be liable to account to the Company for any profit realised under any contract or arrangement by reason only of that Director holding the office or of the fiduciary relationship established by it;
- (d) that Director may:
 - (i) execute any deed or document on behalf of the Company; and

- (ii) count in a quorum.

21.6 Standing notice

- (a) A Director may give the other Directors a standing notice that:
 - (i) the Director is a Director or Member of any specified company or firm and is to be regarded as interested in all subsequent transactions with that company or firm; or
 - (ii) the Director has any other interest in any matter,

at any time and whether or not the matter relates to the Company's affairs at the time.
- (b) The notice under Rule 21.6(a) must comply with section 192 of the Law and will only be effective if it has not expired at any relevant time.
- (c) If a notice is given in accordance with Rule 21.6(a) and the notice is effective at the relevant time, the notice will be sufficient disclosure under these Rules in relation to any contract, proposed contract or arrangement to be made by the Company.

21.7 Other office may be held

A Director may hold any other office or place of profit, except that of auditor, in the Company in conjunction with the Directorship and may be appointed upon terms of remuneration, tenure of office and otherwise as the Directors decide.

21.8 Professional Director may act

Any Director may act in a professional capacity for the Company, and will be entitled to remuneration for professional services regardless of the directorship.

22. Common Seal

22.1 Election to adopt company seal

The Directors may resolve that the Company adopt a common seal. If the Company adopts a common seal, it will include:

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

22.2 Duplicate common seal

The Directors may adopt a duplicate common seal. Any duplicate common seal must be a copy of the common seal with the words "Duplicate Seal", or "Certificate Seal" added to it.

22.3 Prohibited use

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

23. Execution of Documents

23.1 Execution with or without the common seal

The Company may execute a document with or without affixing a common seal. The Company executes a document if the document is signed by:

- (a) two (2) Directors; or
- (b) a Director and the Secretary; or
- (c) any person duly authorised to sign on behalf of the Company, whether under authority of a power of attorney or otherwise.

23.2 Execution of deeds

The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with this Rule 23.

23.3 No limitation

This Rule will not be interpreted as limiting the manner in which the Company may execute a document (including a deed).

24. Minutes of Proceedings

- (a) The Board must, in accordance with the Corporations Act, cause proper minutes to be made of:
 - (i) all appointments of officers and servants made by it;
 - (ii) all resolutions passed by the Company in accordance with Rule 15.29;
 - (iii) all resolutions passed by Directors in accordance with Rule 19.10;

- (iv) disclosures and notices of Directors' interests;
 - (v) names of the Directors present at all meetings of the Company and of the Board and of committees of the Board; and
 - (vi) the proceedings and resolutions of all meetings of the Company, Board, and committees of the Board.
- (b) Such minutes recorded and signed in accordance with section 251A of the Corporations Act are evidence of the proceeding, resolution or declaration to which they are related unless the contrary is proved.
- (c) Where minutes have been so entered and signed, unless the contrary is proved:
- (i) the meeting will be deemed to have been duly held and convened;
 - (ii) all proceedings that are recorded in the minutes as having taken place at the meeting will be deemed to have duly taken place; and
 - (iii) all appointments that are recorded in the minutes as having been made at the meeting will be deemed to have been validly made.
- (d) The Company must allow Members to inspect, and provide copies of, the minute books for the meetings of Members in accordance with section 251B of the Corporations Act.

25. Committee

25.1 Delegation to committee

- (a) The Directors may delegate any of their powers to any committee or committees of Directors as they decide. In the exercise of delegated power, any committee formed or person or persons appointed to the committee must conform to any regulations that may be imposed by the Directors. A delegate of the Directors may be authorised by the Board to sub-delegate any of the powers for the time being vested in the delegate.
- (b) The meetings and proceedings of any committee are to be governed by the provisions of this Constitution for regulating the meetings and proceedings of the Directors so far as they are applicable and are not in conflict with, or superseded by, any regulations made by the Directors under Rule 25.1(a).
- (c) Nothing in this Rule 25.1 limits the power of the Directors to delegate.
- (d) The Board may revoke a delegation previously made whether or not the delegation is expressed to be for a specified period.

25.2 Powers of committee

A committee to which any powers have been delegated must exercise the powers delegated in accordance with any directions of the Directors. A power exercised in accordance with those directions is deemed to have been exercised by the Directors.

25.3 Committee chairman

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

25.4 Election of chairman

Where a committee meeting is held and:

- (a) a chairman has not been elected; or
- (b) the chairman is not present within fifteen (15) minutes after the appointed time; or
- (c) the chairman is unwilling to act,

the committee members present may elect (1) of their number to be chairman of the meeting.

25.5 Decision by majority

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

25.6 Casting vote

The chairman has a casting vote, if necessary, in addition to any vote the chairman has as a committee Member.

26. Managing Director

26.1 Appointment

- (a) The Directors may from time to time appoint one (1) or more Directors to be the Managing Director of the Company. The Managing Director's appointment will be for a period and on terms as the directors decide. The directors may at any time revoke the Managing Director's appointment, with or without cause.
- (b) A Managing Director's appointment automatically terminates if the Managing Director ceases for any reason to be a Director.

26.2 Termination

A Managing Director's appointment automatically terminates if he ceases for any reason to be a Director.

26.3 Remuneration

A Managing Director will be entitled to receive any remuneration determined by the Directors.

26.4 Powers of Managing Director

- (a) The business of the Company is managed by the Directors, who may exercise all powers of the Company which are not, by the law or this Constitution, required to be exercised by the Company in general meeting.
- (b) The Directors may, on the terms and conditions and with any restrictions as they determine, confer upon a Managing Director any of the powers exercisable by them with any conditions or restrictions as the Directors decide.
- (c) Any of those powers may be made concurrent with, to the exclusion of, or in addition to, the Director's own powers. The delegation must be recorded in the Company's minute book in accordance with section 251A of the Corporations Act.
- (d) The Directors may at any time withdraw or vary any of those powers.

27. Secretary

27.1 Appointment

- (a) The Company must have at least one Secretary who ordinarily resides in Australia. Subject to any contrary provisions of the Corporations Act, Secretaries may be appointed by the Directors.
- (b) The Secretary will be appointed by the Directors on terms and conditions determined by the Directors.
- (c) The Directors may appoint a person as an additional Secretary or as acting Secretary or as a temporary substitute for the Secretary who will, for the purposes of these Rules, be deemed to be the Secretary.
- (d) A Secretary holds office on the terms and conditions (including as to remuneration) that the Directors determine.
- (e) The Directors may at any time remove or replace the Secretary.

28. Accounts and Audit

28.1 Proper records kept

- (a) The Directors must ensure that proper accounting and other records are kept. A balance sheet and profit and loss account must be prepared and distributed to all Members at least once in each calendar year.
- (b) The Board must cause the Company to keep written financial records that:
 - (i) correctly record and explain its transactions (including transactions undertaken as trustee) and financial position and performance; and
 - (ii) would enable true and fair financial statements to be prepared and audited,

and must allow a Director and the auditor (if any) to inspect those records at all reasonable times.
- (c) If required by the Corporations Act or the ACNC Act, the Board must cause:
 - (i) the Company to prepare a financial report and a Directors' report; and
 - (ii) the Company's financial report for each financial year to be audited or reviewed (as the case may be) and obtain an auditor's report.

28.2 Auditor

- (a) Where required by the Law, the Company must appoint an auditor or auditors, whose duties will be regulated in accordance with the Law.
- (b) Audited financial reports laid before the Company in general meetings are conclusive except as regards to errors notified to the Company within three months of the relevant general meeting. If the Company receives a notice of an error within that period, it must immediately correct the report and the report as corrected is conclusive.
- (c) Subject to section 247A of the Corporations Act, a Member who is not a Director does not have any right to inspect any document of the Company except as authorised by the Board or by resolution passed at a general meeting.
- (d) If required by the Corporations Act, the Directors must present the accounts, as audited by the Auditor (if any), to the Members at the next annual general meeting following the end of the relevant financial year, and must provide a summary form of the accounts to the Members at the annual general meeting.

29. Dividends and Interest

No portion of the income, property, profits or financial surplus of the Company 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 Directors, or their related parties (as that term is defined in the Corporations Act), except as provided by this Constitution.

30. Reserves

30.1 Make reserve

The Directors may:

- (a) write off from the Company's earnings any amount for loss or depreciation of any property;
- (b) set aside any amount out of the Company's profits,

as a reserve fund to meet contingencies or for repairing, improving and/or maintaining any of the Company's property and/or for any other purposes which are conducive to the interests of the Company.

30.2 Deal with reserve

The Directors may:

- (a) invest, lend or dispose of any reserved amounts in any way;
- (b) deal with, vary and dispose of any investments or parts of them for the benefit of the Company;
- (c) divide the reserve fund into special funds; and/or
- (d) employ the assets constituting the reserve fund in the business of the Company and without being bound to keep the same separate from other assets.

31. Inspection of Records

31.1 Conditions

The Directors may determine whether and under what conditions the accounting records or other documents of the Company will be open to the inspection of Members.

31.2 No right unless authorised

A Member does not have the right to inspect any document of the Company except as provided by the Law or authorised by the Directors or by the Company in general meeting.

31.3 Directors right

The Directors have the right at any time to inspect the accounting records or other documents of the Company, whether or not they are a Member.

32. Notices

32.1 Form of notice

Any notice, demand, approval, consent or other communication in connection with this Constitution (**Notice**) must be in writing and signed by the person giving the notice and be addressed to the Notice Address of the person to whom it is to be given.

32.2 Notice requirements

The Notice must be delivered:

- (a) personally;
- (b) by facsimile;
- (c) by prepaid registered post; or
- (d) sent by email to a current email address for notices,

to a party at the address of the party set out in the relevant Company register (**Nominated Contact Details**).

32.3 When Notices considered given and received

A Notice given in accordance with Rule 32.2 takes effect when received (or such later time as specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, two Business Days after the date of posting (or five Business Days after the date of posting if posted to or from outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the Notice, unless within four business hours (being a period of time between 9.00 am and 5.00 pm on a Business Day) after the transmission, the recipient informs the sender that it has not received the entire Notice; or
- (d) if sent by email, when the information system from which the email was sent produces a confirmation of delivery report which indicates that the email has entered the information system of the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the information system of the recipient,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00 pm on a Business Day, the Notice is taken to be received at 9.00 am on the Business Day after that delivery, receipt or transmission.

32.4 Time of delivery

The notice or other communication will be deemed to be received:

- (a) in the case of a posted letter, on the third day after posting;
- (b) in the case of delivery by generally recognised overnight courier, on the second day after dispatch with that courier;
- (c) in the case of personal delivery, on the date of delivery;
- (d) in the case of facsimile transmission, at the time recorded on the transmission report from the machine from which the facsimile was sent; or
- (e) in the case of transmission by electronic mail, on the day of transmission if the electronic medium sending the notice states that the transmission was completed before 5:00pm on a business day, otherwise on the next business day. This method of service is effective only if the medium's report states that it was sent in full and without error and the message is not rejected or undeliverable as evidenced by a message to that effect received by the sender.

33. Indemnity and Insurance

- (a) In this Rule 33:
 - (i) **Officer** means:
 - (A) a Director or Secretary or executive officer of the Company; or
 - (B) a person appointed as a trustee by, or acting as a trustee at the request of, the Company,
 and includes a former officer;
 - (ii) **Duties of the Officer** includes, in any particular case where the Directors consider it appropriate, duties arising by reason of the appointment, nomination or secondment in any capacity of an Officer by the Company or, where applicable, the subsidiary of the Company;
 - (iii) **to the Relevant Extent** means:
 - (A) to the extent the Company is not precluded by law from doing so;
 - (B) to the extent and for the amount that the Officer is not otherwise entitled to be indemnified and is not actually indemnified by

another person (including a subsidiary or an insurer under any insurance policy); and

- (C) where the Liability is incurred in or arising out of the conduct of the business of another corporation or in the discharge of the Duties of the Officer in relation to another corporation, to the extent and for the amount that the Officer is not entitled to be indemnified and is not actually indemnified out of the assets of that corporation; and
- (iv) **Liability** means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind, including legal costs incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or other body.
- (b) The Company is to indemnify each Officer out of the assets of the Company to the Relevant Extent against any Liability incurred by the Officer in, or arising out of, the conduct of the business of the Company or in, or arising out of, the discharge of the Duties of the Officer for the period ending seven years after the date the Officer ceases to be an officer of the Company, except for fraud and wilful misconduct or any Liability arising out of conduct involving lack of good faith.
- (c) Subject to this Rule 33, where the Directors consider it appropriate, the Company may execute an indemnity document in any form in favour of any Officer of the Company or a subsidiary.
- (d) Where the Directors consider it appropriate, the Company may to the Relevant Extent:
 - (i) make payments by way of premium in respect of any contract effecting insurance on behalf or in respect of an Officer of the Company or a subsidiary against any Liability incurred by the Officer in, or arising out of, the conduct of the business of the Company or in, or arising out of, the discharge of the Duties of the Officer; and
 - (ii) bind itself in any contract or deed with any Officer of the Company to make the payments.
- (e) Where the Directors consider it appropriate, the Company may:
 - (i) give a former Director access to certain papers, including documents provided or available to the Directors and other papers referred to in those documents; and
 - (ii) bind itself in any contract with a Director or former Director to give the access.

33.1 Indemnity against liability

To the extent permitted by the Law, the Company may indemnify every person who is, or who has been, a Director or officer of the Company or any Related Body Corporate against:

- (a) any liability incurred by them in their capacity as a Director or officer, to a person other than the Company or Related Body Corporate, except where the liability relates to a wilful breach of duty or a contravention of section 181-184 of the Law;
- (b) any liability for legal costs or expenses incurred by them in defending any proceedings in which judgement is given in their favour; or
- (c) any liability for legal costs or expenses incurred by them in defending any proceedings in which they are acquitted or the Court grants relief in their favour.

33.2 Insurance

To the extent permitted by the Law, the Company may insure or pay any premiums on a policy of insurance for a Director or officer of the Company or of a Related Body Corporate against any liability for which the Company indemnifies the Director or officer under Rule 33.1.

33.3 Resolution to grant indemnity

A Director may vote in favour of a resolution that the Company grant an indemnity pursuant to Rule 31.1, take insurance or pay the premiums on an insurance policy pursuant to Rule 33.2 even though the Director has a direct and material interest in the outcome of the resolution.

33.4 Modification or Repeal of this Constitution

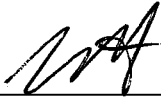
- (a) This Constitution and any of its provisions may be modified, repealed or replaced by Special Resolution.
- (b) Subject to an express intention otherwise, a Special Resolution to amend this Constitution is invalid if it results in the Company losing its status as a charity or for the purposes of the ACNC Act.

Consent to terms of this Constitution

The person named below as a Member consents to become a Member and agrees to the terms of this Constitution.

Dated:

**Executed by FNQ Aviation Museum Ltd
ACN 628 738 545** in accordance with
section 127(1) of the *Corporations Act 2001*
(Cth) by:



Signature of Director



Signature of Director/Company Secretary

BRENDAN KENT

Full name (print)

ANDREW SMITH

Full name (print)

Schedule Form of Proxy

I / We,

_____ of _____ being a
Member of [insert company name] and entitled to vote appoint

the chairman of the meeting OR _____
(Insert name and address of proxy)

or failing that appointment or the absence of that person, the chairman of the meeting**, as my/our proxy to act generally at the meeting and to vote for me on my/our behalf in accordance with the following instructions (or if no directions have been given, as the proxy sees fit and with discretion as to any business not referred to below) at the [Annual] General Meeting of the Company to be held on [insert date] and at any adjournment of that meeting.

(Voting instructions, if any, are to be indicated by placing a tick in the appropriate box. If no instruction is given the proxy may vote as that person thinks fit, or abstain.)

Business	For	Against	Abstain*
1. [insert]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. [insert]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AND for _____% for this proxy form.			

* if you mark the abstain box for any item, you are directing the proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in calculating the required majority on a poll.

** if the chairman of the meeting is appointed as your proxy or is appointed by default and your voting direction is not indicated, the chairman may exercise your proxy even if he has an interest in the outcome of those items.

Signature of Member

Member	Member (joint)
Individual / Director / Secretary / Attorney / Authorised Person	Individual / Director / Secretary / Attorney / Authorised Person

Notes

This form should be signed by the Member. If a joint holding, either Member may sign. If signed by an attorney or other authorised person, the power of attorney or written authority must have been previously noted by the Company or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the Members constitution and the *Corporations Act 2001 (Cth)*.

Proxies

- (c) A Member who is entitled to attend and vote at this meeting is entitled to appoint not more than 2 proxies to attend and vote instead of the Member.
- (d) Where 2 proxies are appointed:
 - (i) A separate proxy form should be used to appoint each proxy;
 - (ii) The proxy form may specify the proportion, or number, of votes that the proxy may exercise, and if it does not do so the proxy may exercise half of the votes.
- (e) A proxy need not be a Member of the Company.
- (f) To be effective, proxy forms (duly completed and signed) must be received by the Company at its registered office no later than 48 hours before the time for the holding of the meeting.