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# CONSTITUTION

## CARINGA AUSTRALIA LIMITED.

ACN: 137 757 450  
ABN: 57 250 634 865



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Corporations Act  
Company Limited by Guarantee  
**THE CONSTITUTION OF  
CARINGA AUSTRALIA LIMITED.**

**INTRODUCTION**

**1. Nature and Objects of the Company**

1.1 The Company is a public company limited by guarantee.

1.2 The replaceable rules contained in the Law do not apply to the Company

1.3 The Objects for which the Company is established are:

- (1) To promote, administer and implement such activities as are seen to be appropriate in furthering the health, welfare, independence, safety and living standards of people living with disabilities;; older people; carers of those people and other groups as the Directors may identify from time to time;
- (2) To provide services for the individuals or groups of individuals listed at 1.3(1) irrespective of whether the disability was acquired at birth; as a result of an accident; ill health or through the ageing process;
- (3) To endeavour on behalf of the above persons to;
  - (a) Plan and solicit the co-operation of parents, guardians and other care givers;
  - (b) Establish their rights as citizens entitled to all social security and other Commonwealth or State benefits;
  - (c) Work pro-actively, collaborate with, provide assistance to and promote cooperation between other medical, health, community, welfare and residential care providers;
  - (d) Co-operate with the relevant authorities and assist them in establishing services for people suffering impairment through age; disability of any kind; or lack of services.
- (4) To subscribe to, become a member of and co-operate with any other association or organisation, whether incorporated or not, whose objects are similar to those of the Company;

- (5) To actively research, maintain familiarity with and educate the community about the services and aims of the Company;
- (6) To conduct and/or undertake any activity or business which may now, or in the future, allow the Company to generate income to assist the achievement of these Objects;
- (7) Such other things as are ancillary to or conducive to the achievement of these Objects.

## **2. Definitions and Interpretation**

### **2.1 Definitions**

In this Constitution:

- (1) “Board” means the governing body of the Company established under this Constitution;
- (2) “Business Day” means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place where the Company has its registered office;
- (3) “Chairman” means the member of the Board from time to time elected as chair of the Board as contemplated by clause 25.3 ;
- (4) “Chief Executive Officer” (and “CEO”) means a person appointed to the chief executive position for the Company;
- (5) “Company” means Caringa Australia Limited, ACN 137 757 450;
- (6) “Director” means the person appointed to the Board in accordance with clause 25.1;
- (7) “Document” includes any digital or electronic representation of alphabetic characters, symbols, figures or marks;
- (8) “Electronic mail, e-mail and Email” all mean mail transmitted over the Internet.
- (9) “Law” means the *Corporations Act 2001* and includes any amendment or re-enactment of it or any legislation passed in substitution for it;
- (10) “Objects” means the objects of the Company set out in clause 1.3;
- (11) “Partner” means spouse, de-facto or similar cohabitating relationship;
- (12) “Secretary” means any person appointed to perform the duties of a secretary of the Company and includes an honorary secretary;

- (13) “Treasurer” means any person appointed to perform the duties of a treasurer of the Company and includes an honorary treasurer.

## **2.2 Interpretation**

- (1) Reference to:
- (a) one gender includes the others;
  - (b) the singular includes the plural and the plural includes the singular; and
  - (c) a person includes a body corporate.
- (2) Except so far as the contrary intention appears in this Constitution:
- (a) an expression has in this Constitution the same meaning as in the Law; and
  - (b) if an expression is given different meanings for the purposes of different provisions of the Law, the expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Law, the same meaning as in that provision of the Law.
- (3) “Including” and similar expressions are not words of limitation.
- (4) Headings are for convenience only and do not form part of this Constitution or affect its interpretation.

## **3. Powers**

3.1 Subject to clause 3.2 the Company has all the powers of a natural person, including those specified in the Law, but does not have the power to issue shares.

3.2 The powers of the Company are ancillary to and exercisable only to pursue the Objects.

## **4. Application of Income and Property**

4.1 The income and property of the Company, from wherever it is derived, must be applied solely towards the promotion of the Objects.

## **5. No Distribution to Members**

5.1 No portion of the income or property of the Company may be paid directly or indirectly, by way of dividend, bonus or otherwise to the members of the Company.

5.2 Clause 5.1 does not prevent:

- (1) the payment in good faith of remuneration to any officer, servant or member of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual way of business;
- (2) the payment of interest at a rate not exceeding 12% per annum on money borrowed from any member of the Company;
- (3) the payment of reasonable and proper rent by the Company to a member of the Company for premises leased by the member to the Company; or
- (4) the reimbursement of expenses incurred by any member on behalf of the Company.

## **6. Limited Liability**

6.1 The liability of the members is limited.

## **7. Guarantee**

7.1 Every member of the Company undertakes to contribute an amount not exceeding \$10 to the property of the Company in the event of its being wound up while the member is a member or within 1 year after the member ceases to be a member, if required for payment:

- (1) of the debts and liabilities of the Company (contracted before the member ceases to be a member);
- (2) of the costs, charges and expenses of winding up; or
- (3) for the adjustment of the rights of the contributories among themselves.

## **MEMBERSHIP**

## **8. Number of Members**

8.1 The number of members for which the Company proposes to be registered is unlimited.

8.2 Any natural person as stated in 10.1 is eligible to be a member of the Company.

## **9. Categories of Membership**

9.1 The categories of membership are:

- (1) ordinary members, who shall be entitled to all of the rights and privileges of membership and are otherwise subject to this Constitution;
- (2) life members, who shall have all of the rights and privileges of membership and are otherwise subject to this Constitution; and

- (3) honorary members who shall not be entitled to vote at meetings of the Company but shall otherwise be entitled to all of the rights and privileges of membership and are otherwise subject to this Constitution.

9.2 Additional categories of members, if recommended by the Board, may be created from time to time by the members in a general meeting.

## **10. Ordinary Membership**

10.1 An ordinary member is:

- (1) a natural person over the age of 18 years;
  - (a) that undertakes to be an active and bona fide supporter of the Objects of the Company and has been admitted to membership as an ordinary member in accordance with this Constitution;
  - (b) who is not now or has not been an employee of the company during the preceding 12 months.

## **11. Form of Application**

11.1 An application for membership must:

- (1) be in writing in a form approved by the Board;
- (2) be signed by the applicant;
- (3) include a signed statement, in a form approved by the Board from time to time, whereby the applicant undertakes that they are and will be an active and bona fide supporter of the Objects of the Company and that they will abide by this Constitution; and
- (4) be accompanied by any other documents or evidence as to qualification for the type of membership applied for which the Board requires.

11.2 Once the application is approved by the Board, the individual will be advised of outcome by the Secretary or other delegated person, and;

- (1) If successful, the new member will receive an invoice for the annual membership.

## **12. Admission to Membership**

12.1 In respect of each application for membership the Board shall consider the application promptly;

12.2 If an applicant is accepted by the Board for membership the Secretary or delegated person

must notify the applicant in writing and enter the details of the applicant in the register of members.

### **13. Life Membership**

13.1 If, in the opinion of the Board, a member has made over a period of years a significant contribution to the Company, the Board may nominate the member as a life member of the Company.

13.2 A member nominated under clause 13.1 becomes a life member of the Company on the nomination being approved by an ordinary resolution of members at a general meeting.

13.3 A life member shall not be required to pay an annual membership to the Company but has all the rights and privileges of membership and is otherwise subject to this Constitution.

### **14. Honorary Membership**

14.1 If, in the opinion of the Board, a person has made over a period of years or is deemed able to make a significant contribution to the Company, the Board may nominate that person as an honorary member of the Company for the period of one year.

14.2 A person nominated under clause 14.1 becomes an honorary member of the Company on the later to occur of:

- (1) the person consenting in writing to be an honorary member; and
- (2) where the nomination has been made by a member, that nomination being approved by the Board;

14.3 An honorary member shall not be required to pay an annual membership to the Company and does not have the rights and privileges of membership, but has the right to receive notices of and attend and be heard at any general meeting, and is otherwise subject to this Constitution.

14.4 A person who becomes an honorary member under this clause may at any time after the conclusion of the period of honorary membership again be nominated and approval of the nomination will be in accordance with clause 14.2.

### **15. Register of Members**

15.1 A register of members of the Company must be kept in accordance with the Law.

15.2 The following must be entered in the register of members in respect of each member:

- (1) the full name of the member;
- (2) the residential address, facsimile number and electronic mail address, if any, of the member;

- (3) the category of membership;
- (4) the date of admission to and cessation of membership;
- (5) the date of last payment of the member's annual membership; and
- (6) such other information as the Board requires.

15.3 Each member must notify the Secretary in a form acceptable to the Board any change in that person's name, address, facsimile number or electronic mail address within 1 month after the change.

#### **APPLICATION FEE AND ANNUAL MEMBERSHIP**

#### **16. Application Fee**

16.1 An application fee is not required.

#### **17. Annual Membership**

17.1 The annual membership payable by an ordinary member of the Company is the sum as set by the Board from time to time.

17.2 All annual memberships are due and payable in advance on 1 July in each year. Annual Membership tax invoices will be sent to current Members for the period 1 July to 30 June.

17.3 If a person is admitted to membership of the Company during the months of October to June inclusive the Board may reduce the annual membership payable by the applicant in any manner they see fit.

17.4 No annual membership is payable by any life member or honorary member.

#### **18. Unpaid Annual Memberships**

18.1 If:

- (1) the annual membership of a member remains unpaid for 2 months after it becomes payable; and
- (2) a reminder notice has been issued to the member;

the member ceases to be entitled to any of the rights or privileges of membership but these may be reinstated on payment of all arrears if the Board sees fit.

## **CESSATION OF MEMBERSHIP**

### **19. Resignation**

19.1 A member may resign from membership of the Company by giving written notice to the Secretary.

19.2 The resignation of a member takes effect on the date of receipt of the notice of resignation or any later date provided in the notice.

19.3 A member who resigns shall not be entitled to any refund of any annual memberships previously paid by the resigning member.

### **20. Failure to Pay**

20.1 If a member has not paid all arrears of annual memberships under clause 18 or, if paid, the member's rights and privileges are not reinstated, the member ceases to be a member and the member's name must be removed from the register of members.

### **21. Cessation of Membership**

21.1 An ordinary member who is an individual ceases to be a member:

- (1) on the death or resignation of the member; or
- (2) if the member ceases to be a member under clause 20 or is expelled under clause 22.

21.2 In addition a life member or an honorary member ceases to be a member if the Board, for any reason, requests in writing the resignation of the member and the member does not resign within 2 months after the request is sent.

### **22. Disciplining Members**

22.1 If any member:

- (1) wilfully refuses or neglects to comply with the provisions of this Constitution; or
- (2) is guilty of any conduct which, in the opinion of the Board, is unbecoming of a member or prejudicial to the interest of the Company;

the Directors may resolve to censure, fine, suspend or expel the member from the Company and, in the case of expulsion, to remove the member's name from the register of members.

- 22.2 In exercising their powers under clause 22.1 the Board must not fine a member an amount exceeding the annual membership of an ordinary member.
- 22.3 At least 1 week before the meeting of the Board at which a resolution of the nature referred to in clause 22.1 is passed the Board must give to the member notice of:
- (1) the meeting;
  - (2) what is alleged against the member; and
  - (3) the intended resolution.
- 22.4 At the meeting and before the passing of the resolution, the member must have an opportunity of giving orally or in writing any explanation or defence the member sees fit.
- 22.5 A member may, by notice in writing lodged with the Secretary at least 24 hours before 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 the Company in general meeting and in that event, a general meeting of the Company must be called for that purpose.
- 22.6 If at the meeting a resolution to the same effect as the resolution which was to be considered by the Board is passed by a majority of 2/3 of those present and voting (and the vote must be taken by secret ballot), the member concerned must be punished in the manner resolved and in the case of a resolution for expulsion the member is expelled and the member's name must be removed from the register of members.
- 22.7 If any member ceases to be a member under clause 22.6, the Board may reinstate the member and restore the name of that member to the register of members upon and subject to any terms and conditions they see fit.

### **23. Effect of Cessation of Membership**

- 23.1 If any member ceases to be a member under this Constitution, the member remains liable to pay to the Company any money which, at the time of the member ceasing to be a member, the member owes to the Company on any account or which it subsequently becomes liable to pay under clause 7 of this Constitution.

## BOARD

### 24. Management of the Company

- 24.1 The affairs of the Company shall be directed, managed and controlled by and under the authority of the Board, including by appropriate delegations of powers and responsibilities for the day to day running of the Company to, and through, the person appointed to be the Chief Executive Officer. Where such powers and responsibilities are delegated to a sub-committee or the CEO, such delegation shall not diminish the authority of the Board to direct the sub-committee or the CEO in relation to the conduct of such delegations.
- 24.2 Without limiting the powers and duties applicable to the Directors under the *Corporations Act* and otherwise by Law, the Directors must:
- (1) treat as confidential all matters discussed by the Board, and not disclose such matters to any person other than the Directors or its duly authorised delegates, except with the prior consent of the Board; and
  - (2) take individual responsibility to comply with the policies of the Board, including those relating to management of conflicts of interest, confidentiality and any other matter determined by the Board from time to time.
- 24.3 Without limiting the powers and duties applicable to the Board under the Law, the Board must:
- (1) ensure that there is an appropriate policy, which complies with all legal requirements applicable to the Board and the Company, for the management of conflicts of interest, whether potential or actual, in the performance of their role as a Director of the Company;
  - (2) ensure that there is an appropriate policy which identifies the minimum and desirable criteria as to skill, experience and qualifications to be met by Directors;
  - (3) designate in writing any delegations of its powers to committees of the Board or to employees of the Company;
  - (4) ensure that Directors do not interfere in the day to day management of the company; and
  - (5) develop a programme for regular review of the Board and each Director's performance.

## **25. Membership of the Board and Election of Chairman and Vice Chairman**

- 25.1 As and from the close of the General Meeting which adopts this Constitution, the Board will consist of:
- (1) A minimum of 3 and maximum of 7 Directors who must be, or intend to become within 30 days, members of the Company.
  - (2) A Director term shall be a minimum of two years.
  - (3) Subject to 25.1(1) the Board has sole discretion in regard to interim appointment of Directors, providing that such appointments are ratified by members at the next Annual General Meeting.
- 25.2 Partners of Board members or partners of employees of the company are not eligible for appointment to the Board.
- 25.3 Biennially following an Annual General Meeting the Board will elect one of the Directors to be chair of the Board.
- 25.4 The Directors may elect from their number a Vice Chairman and elect or appoint, and remove, such other office bearers as the Directors may decide, who will undertake the functions prescribed from time to time by the Directors.
- 25.5 The Directors may also elect or appoint, and remove, a Patron, a Secretary and a Treasurer, who may not be members, to undertake the functions prescribed from time to time by the Directors.

## **BOARD MEETINGS**

### **26. Number of meetings**

- 26.1 The Board will meet at least 6 times in any period of twelve months.

### **27. Circulating Resolutions**

- 27.1 The Board may pass a resolution without a Board meeting being held if each of the Directors entitled to vote on the resolution, except a Director absent from Australia who has not left a facsimile number, email or other instant messaging technology address, at which he or she may be given notice, signs or otherwise signify acceptance and returns, by a means and in a manner approved by the Chairman, a document containing a statement that he or she is in favour of the resolution set out in the document.
- 27.2 Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.

- 27.3 The resolution is passed when the last Director signs or signifies acceptance in a readable form which is received by a means and in a manner approved by the Chairman.
- 27.4 For the purposes of this clause, the following may be treated as a document containing a statement that a Director is in favour of the resolution set out in the document.
- (1) A facsimile addressed to or received by the Company and purporting to be signed or sent by a Director;
  - (2) An email or other form of instant messaging approved by the Chairman, which is addressed to or received by the Company at an address approved by the Chairman and purporting to be given by a Director in favour of a specified resolution.

## **28. Meetings of Board**

- 28.1 The Board may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they see fit.
- 28.2 The minutes of any meeting of the Board must state the method of meeting and the persons present.

## **29. Calling Board Meetings**

- 29.1 A Director may at any time, and a Secretary or delegated person must on the requisition of a Director, call a meeting of the Board.

## **30. Notice of Meeting**

- 30.1 Reasonable notice of every Board meeting must be given to each Director and Board member except that it is not necessary to give notice of a meeting of Board to any Director who:
- (1) has been given special leave of absence; or
  - (2) is absent from Australia and has not left a facsimile number at which he or she may be given notice.
- 30.2 Any notice of a meeting of the Board may be given in writing, whether by facsimile, electronic mail, other form of instant messaging or any other means of communication as approved by the Directors.

### **31. Technology Meeting of Board**

- 31.1 A Board meeting may be held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw the consent within a reasonable period before the meeting.
- 31.2 If a Board meeting is held using any technology and all the Directors take part in the meeting, they must be treated as having consented to the use of the technology for that meeting.
- 31.3 The following provisions apply to a technology meeting:
- (1) each of the Directors and Board Members taking part in the meeting must be able to hear and be heard by each of the other participants taking part in the meeting; and
  - (2) at the commencement of the meeting each Director and Board Member must announce his or her presence to all the other participants taking part in the meeting.
- 31.4 If the Secretary or delegated person is not present at a technology meeting one of the Directors or Board Members present must take minutes of the meeting.
- 31.5 A Director or Board Member may not leave a technology meeting by disconnecting his or her link to the meeting unless that participant has previously notified the chair of the meeting.
- 31.6 A Director is conclusively presumed to have been present and to have formed part of a quorum at all times during a technology meeting unless that Director has previously obtained the express consent of the chair to leave the meeting.

### **32. Chairing Board Meetings**

- 32.1 The Chairman is the chair of all meetings of the Board.
- 32.2 At a meeting of Board if:
- (1) no Chairman has been elected as provided by clause 25.3 ; or
  - (2) the Chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act;
- the Vice Chairman is the chair of the meeting, but if:
- (a) no Vice Chairman has been elected as provided by clause 25.4; or
  - (b) the Vice Chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act;
- the Directors present must elect a Director present to chair the meeting.

### **33. Quorum**

33.1 The quorum for a Board meeting must be equal to or greater than half of the total number of Directors. The quorum must be present at all times during the meeting.

### **34. Passing of Board Resolutions**

34.1 A resolution of the Board must be passed by a majority of the votes cast by Directors entitled to vote on the resolution.

34.2 The chair has a casting vote if necessary in addition to any vote he or she has as a Director. The chair has discretion both as to whether or not to use the casting vote and as to the way in which it is used.

## **POWERS OF DIRECTORS**

### **35. Validation of Acts of Directors and Secretaries**

35.1 The acts of a Director or Secretary of the Company are valid despite any defect that may afterwards be discovered in his or her appointment or qualification.

35.2 Where a person whose office as Director is vacated under a provision of the Law purports to do an act as a Director, that act is as valid, in relation to a person dealing with the Company in good faith and for value and without actual knowledge of the matter because of which the office was vacated, as if the office had not been vacated.

### **36. Powers subject to rights of members**

36.1 The Board may exercise all the powers of the Company except any powers that the Law or this Constitution requires the Company to exercise in general meeting.

36.2 No article made or resolution passed by the Company in general meeting can invalidate any prior act of the Board which would have been valid if that article or resolution had not been made or passed.

### **37. Borrowing Powers**

37.1 Without limiting the generality of clause 36, but subject to clause 5, the Board may exercise all the powers of the Company to borrow money, to charge any property or business of the Company and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

### **38. Appointment of Attorney**

- 38.1 The Board may appoint any person or persons to be the attorney or attorneys of the Company for the purposes, with the powers and discretions (being powers and discretions vested in or exercisable by the Board), for the period and subject to the conditions it sees fit.
- 38.2 A power of attorney may contain those provisions for the protection and convenience of persons dealing with the attorney that the Board sees fit and may also authorise the attorney to delegate all or any of the powers and discretions vested in the attorney.

### **39. Negotiable Instruments**

- 39.1 Any 2 Directors may sign, draw, accept, endorse or otherwise execute a negotiable instrument, including an electronic payment.
- 39.2 The Board may determine that a negotiable instrument, including a class of negotiable instrument, may be signed, drawn, accepted, endorsed or otherwise executed in a different way.

## **CHIEF EXECUTIVE**

### **40. Power to Appoint**

- 40.1 The Board may appoint any person (subject to clause 41.1) to the company's chief executive position (the "Chief Executive Officer"), by whatever title the Board determines from time to time, for the period and on the terms (including as to remuneration) the Board sees fit.

### **41. Not a Member of the Board**

- 41.1 The Chief Executive Officer:
- (1) will be subject to the governance oversight of the Board;
  - (2) will have the powers and responsibilities from time to time delegated to him or her by the Board for the day to day running of the Company;
  - (3) will not be a Director or member of the Company (and if he or she is already a Director or member will resign as such during his or her period in office);
  - (4) will attend all meetings of the Board, except where the Board otherwise requests, but will not have any vote at those meetings.

## **42. Powers**

- 42.1 The Board may, upon terms and conditions and with any restrictions it sees fit, confer on an executive officer any of the powers that the Directors can exercise.
- 42.2 Any powers so conferred may be concurrent with, or to the exclusion of, the powers of the Board
- 42.3 At all times, the Chairman of the Board shall have the sole authority to liaise directly with the chief executive on behalf of the Board.

## **43. Withdrawal of Appointment or Powers**

- 43.1 The Board may revoke or vary:
- (1) an appointment; or
  - (2) any of the powers conferred on a Chief Executive Officer.

## **44. Temporary Appointments**

- 44.1 If a Chief Executive Officer becomes incapable of acting in that capacity the Board may appoint any other person, not being a Director, to act temporarily as Chief Executive Officer.

### **SUB-COMMITTEES**

## **45. Sub-Committees of Board**

- 45.1 The Board may from time to time form (or terminate) one or more sub-committees of the Board as may be thought expedient to assist the Board in carrying out its role provided that each sub-committee:
- (1) must contain at least 1 Director;
  - (2) may include 1 or more co-opted persons of the sub-committee;
  - (3) shall, unless other powers are expressly delegated to it by the Board, in which event it will contain at least two Directors, not have decision-making power and shall only have power to meet in order to make recommendations to, and provide advice to, the Board as required by the Board; and
  - (4) must exercise any other powers expressly delegated to it by the Board strictly subject to and in accordance with any limitations placed on such delegated powers by the Board.

- 45.2 The effect of a sub-committee properly exercising a power subject to and in accordance with any limitations placed on such delegated power is the same as if the Directors exercised it.
- 45.3 Any sub-committee formed shall conform to any regulations that may be imposed by the Board.
- 45.4 A sub-committee may elect a Chairman of its meeting. If no such Chairman is elected or if at any meeting the Chairman is not present within 10 minutes after the time appointed for holding the meeting the members present may choose one of their number to be the Chairman of the meeting.
- 45.5 A sub-committee may meet and adjourn as it thinks proper, questions arising at any meeting shall be determined by a majority of votes of the members present and in the case of an equality of votes the Chairman shall have a second or casting vote.
- 45.6 All acts done by any meeting of the Board or of a sub-committee or by any person acting as a member of the Board shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such members of the Board or person acting as aforesaid or that the members of the Board or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a member of the Board or sub-committee.
- 45.7 The meetings and proceedings of any sub-committee are governed by the applicable provisions in this Constitution regulating the meetings and proceedings of the Board.

#### **REMOVAL AND RESIGNATION OF DIRECTORS**

##### **46. Removal of Directors**

- 46.1 Subject to the Law the Company may by resolution remove a Director from office.

##### **47. Resignation of Director**

- 47.1 A Director may resign as a Director of the Company by giving a written notice of resignation to the Secretary of the Company at its registered office.

##### **48. Vacation of Office of Director**

- 48.1 In addition to any other circumstances in which the office of a Director becomes vacant under the Law, the office of a Director becomes vacant if the Director:

- (1) becomes bankrupt or suspends payment or compounds with his or her creditors;

- (2) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (3) is absent from 2 consecutive meetings of Directors without special leave of absence from the Directors and the Directors declare his or her seat to be vacant;
- (4) ceases to be a paid up member of the Company as required by clause 18;
- (5) becomes prohibited from being a Director under or by reason of any order made under the Law;
- (6) is removed by resolution in accordance with clause 46; or
- (7) resigns from office in accordance with clause 47.

#### **DIRECTORS' INTERESTS**

#### **49. Prohibition on Being Present or Voting**

49.1 Except where permitted by the Law a Director who has a material personal interest in a matter that is being considered at a meeting of Board:

- (1) must not be counted in a quorum;
- (2) must not vote on the matter; and
- (3) must not be present while the matter is being considered at the meeting.

49.2 If a Director who has a material personal interest in a matter that is being considered at a meeting of the Board is not prohibited by the Law from being present at the meeting and voting, the Director may be present, be counted in the quorum and may be heard but may not vote on the matter.

#### **50. Director to Disclose Interests**

50.1 A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company must, as soon as practicable after the relevant facts have come to the Director's knowledge, declare the nature of the interest at a meeting of the Board or by written notice to the Secretary.

50.2 A Director who holds any office or possesses any property by which, whether directly or indirectly, duties or interests might be created in conflict with his or her duties or interests as Director must declare at a meeting of the Board or by written notice to the Secretary the fact and the nature, character and extent of the conflict.

50.3 For the purposes of clauses 50.1 and 50.2, a Director's interest or any conflict must be disregarded if it arises from or relates solely to:

- (1) a guarantee to be given by the Director in respect of a loan to the Company; or
- (2) the position of the Director as a Director of a Related Body Corporate of the Company.

## **51. Effect of Interest in Contract**

51.1 If a Director has an interest in a contract or proposed contract with the Company (other than as a member), or a conflicting interest or duty in relation to any other matter being considered by the Board, and the Director discloses the nature and extent of the interest or duty at a meeting of the Board or by written notice to the Secretary:

- (1) the contract may be entered into; and
- (2) if the disclosure is made before the contract is entered into:
  - (a) the Director may retain benefits under the contract even though the Director has an interest in the contract;
  - (b) the Company cannot avoid the contract merely because of the existence of the interest; and
  - (c) the Director is not disqualified from the office of Director.

51.2 For the purposes of clause 51.1 "contract" includes an arrangement, dealing or other transaction.

## **52. Other Interests**

52.1 A Director may not be interested in any operation, undertaking or business undertaken or assisted by the Company in which the Company is or may be interested. This clause does not restrict a Director from being the employee or proprietor of an entity with whom the Company has contracted at arm's length for provision of goods or services, in accordance with the Law.

## **53. Extension of Meaning of "Company"**

53.1 For the purposes of clauses 50, 51 and 52 "Company" shall be deemed to include any subsidiary of the Company and any other entity in which the Company or any subsidiary of the Company is or becomes a shareholder or is otherwise interested.

#### **54. Other Directorships and Shareholdings**

54.1 A Director of the Company may be or become a Director, officer, employee or member of any entity promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and is not accountable for any reasonable benefits received as a Director, officer, employee or member of the other entity.

54.2 Subject to the Law:

- (1) the Board of the Company may exercise the voting power conferred by the shares or other interest held by the Company in another entity in favour of a resolution appointing themselves or any of them as Directors or other officers of the other entity;
- (2) any Director of the Company may vote at a meeting of Board of the Company in favour of a resolution that the Company exercises its voting power conferred by the shares or other interest held by the Company in the other entity to appoint that Director as a Director or other officer of the other entity;
- (3) any Director of the Company may be appointed as representative of the Company and may vote at a general meeting of the other entity in favour of a resolution appointing that Director as a Director or other officer of the other entity; and
- (4) a Director of the Company who is also a Director of the other entity may vote as a Director of the other entity in whatever manner he or she sees fit, including voting in favour of a resolution appointing the Director to any other office in the other entity and a resolution appointing any other Directors of the Company as Directors or other officers of the other entity.

#### **REMUNERATION OF DIRECTORS**

#### **55. No Directors' Remuneration**

55.1 Despite clause 5.2 no Director may receive any remuneration for his or her services in his or her capacity as a Director of the Company.

#### **56. Directors' Expenses**

56.1 Despite clause 55 the Company may pay the Board Members' travelling and other expenses that they properly incur:

- (1) in attending Board meetings or any meetings of committees of Board;
- (2) in attending any general meetings of the Company; and

(3) in connection with the Company's business.

56.2 The Board must approve all payments the Company makes to its Directors or members.

#### **57. Financial Benefit**

57.1 To the extent, if any, required by the Law, a Director must ensure that the requirements of the Law are complied with in relation to any financial benefit given by the Company to any Board Member or to any other related party of the Board Member.

### **SECRETARY**

#### **58. Terms of Office of Secretary**

58.1 A Secretary of the Company holds office on the terms and conditions (including as to remuneration) that the Board determines.

58.2 The Secretary shall be appointed by the Board in accordance with clause 25.5 at such remuneration and upon such conditions as it thinks fit, and any Secretary so appointed may be removed by the Board.

58.3 Nothing herein shall prevent the Board from appointing a member of the Company as Honorary Secretary and any member so appointed shall then become an officer of the Company and if not already a member of the Board they shall ex officio be a member of the Board without vote.

### **INDEMNITY AND INSURANCE**

#### **59. Indemnity**

59.1 To the extent permitted by the Law, the Company indemnifies:

- (1) every person who is or has been an officer of the Company; and
- (2) where the Board considers it appropriate to do so, any person who is or has been an officer of a Related Body Corporate of the Company;

against any liability incurred by that person in his or her capacity as an officer of the Company or of the Related Body Corporate (as the case may be).

59.2 In accordance with section 199A of the Law, the Company must not indemnify a person against:

- (1) any of the following liabilities incurred as an officer of the Company:
  - (a) a liability owed to the Company or a Related Body Corporate;

- (b) a liability for a pecuniary penalty order under section 1317G of the Law or a compensation order under section 1317H of the Law; or
  - (c) a liability that is owed to someone other than the Company or a Related Body Corporate and did not arise out of conduct in good faith; or
- (2) legal costs incurred in defending an action for a liability incurred as an officer of the Company if the costs are incurred:
- (a) in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under clause 59.2(1);
  - (b) in defending or resisting criminal proceedings in which the person is found guilty;
  - (c) in defending or resisting proceedings brought by the Australian Securities and Investments Commission or a liquidator for a court order if the grounds for making the order are found by the Court to have been established; or
  - (d) in connection with proceedings for relief to the person under the Law in which the Court denies the relief.

Clause 59.2(2)(c) does not apply to costs incurred in responding to actions taken by the Australian Securities and Investment Commission or a liquidator as part of an investigation before commencing proceedings for a court order.

- (3) For the purposes of clause 59.2(2) the outcome of proceedings is the outcome of the proceedings and any appeal in relation to the proceedings.

## **60. Insurance**

60.1 The Company may pay or agree to pay a premium in respect of a contract insuring a person who is or has been an officer of the Company or a Related Body Corporate of the Company against any liability incurred by the person as an officer of the Company or a Related Body Corporate except a liability (other than one for legal costs) arising out of:

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

60.2 In the case of a Board Member, any premium paid under this article is not remuneration for the purpose of clause 55.

**61. Director Voting on Contract of Insurance**

61.1 Despite anything in this Constitution, a Director is not precluded from voting in respect of any contract or proposed contract of insurance, merely because the contract insures or would insure the Director against a liability incurred by the Director as an officer of the Company or of a Related Body Corporate.

**62. Liability**

62.1 No officer of the Company is liable for the act, neglect or default of any other officer or for joining in any act or for any other loss, expense or damage which arises in the execution of the duties of his or her office unless it arises through his or her own negligence, default, breach of duty or breach of trust.

**63. Meaning of "Officer"**

63.1 For the purposes of clauses 59, 60, 61 and 62, "officer" means a Board Member, Secretary, or executive officer.

**INSPECTION OF RECORDS**

**64. Rights of Inspection**

64.1 The Board, or the Company by a resolution passed at a general meeting, may authorise a member to inspect books of the Company.

64.2 A member other than a Director does not have the right to inspect any document of the Company, other than the minute books for the meetings of its members and for resolution of members passed without meetings, except as provided by law or authorised by the Board or by the Company in general meeting.

**65. Confidential Information**

65.1 Except as provided by the Law, no member (not being a Director) is entitled to require or receive any information concerning the business, trading or customers of the Company or any trade secret, secret process or other confidential information of or used by the Company.

## MEETINGS OF MEMBERS

### 66. Circulating Resolutions

- 66.1 This clause 66 applies to resolutions which the Law, or this Constitution, requires or permits to be passed at a general meeting, except a resolution under section 329 of the Law to remove an auditor.
- 66.2 The Company may pass a resolution without a general meeting being held if all the members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- 66.3 Separate copies of a document may be used for signing by members if the wording of the resolution and statement is identical in each copy.
- 66.4 The resolution is passed when the last member signs.
- 66.5 If the Company receives by facsimile, electronic mail or other form of instant messaging a copy of a document referred to in this clause 66 it is entitled to assume that the copy is a true copy.

### 67. Calling of General Meeting

- 67.1 A majority of Directors may call a general meeting whenever they see fit.
- 67.2 Except as permitted by law, a general meeting, to be called the "Annual General Meeting", must be held at least once in every calendar year.

### 68. Amount of Notice of Meeting

- 68.1 Subject to the provisions of the Law as to short notice, at least 21 days' notice of a general meeting must be given in writing to those persons who are entitled to receive notices from the Company.

### 69. Persons Entitled to Notice of General Meeting

- 69.1 Written notice of a meeting of the Company's members must be given individually to:
- (1) each member entitled to vote at the meeting;
  - (2) each Board Member; and
  - (3) the Company's auditor.
- 69.2 No other person is entitled to receive notice of general meetings.

## **70. How Notice is Given**

70.1 The Company may give the notice of meeting to a member:

- (1) personally;
- (2) by sending it by post to the address for the member in the register of members or the alternative address (if any) nominated by the member; or
- (3) by sending it to the facsimile number or electronic address (if any) nominated by the member.

## **71. When Notice is Given**

71.1 A notice of meeting sent by post is taken to be given 3 days after it is posted.

71.2 Except as provided by clause 71.3, a notice of meeting sent by facsimile, or electronic mail, is taken to be given on the Business Day after it is sent.

71.3 Service by facsimile or electronic mail is not effective if:

- (1) in the case of service by facsimile, the Company's facsimile machine issues a transmission report which shows that the transmission was unsuccessful;
- (2) in the case of service by electronic mail, the Company's computer reports that delivery has failed; or
- (3) in either case the addressee notifies the Company immediately that the notice was not fully received in a legible form.

71.4 A certificate signed by any Chief Executive Officer, Secretary or other officer of the Company that the notice was posted or given in accordance with this clause 71 is conclusive evidence of the matter.

## **72. Period of Notice**

72.1 Subject to the Law and this Constitution where a specified number of days' notice or notice extending over any period is required to be given the day of service is not, but the day upon which the notice will expire is, included in the number of days or other period.

## **73. Contents of Notice**

73.1 A notice of a general meeting must:

- (1) set out the place, date and time for the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);

- (2) state the general nature of the meeting's business;
- (3) if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and state the resolution; and
- (4) contain a statement setting out the following information:
  - (a) that the member has a right to appoint a proxy; and
  - (b) that the proxy must be a member of the Company.

#### **74. Notice of Adjourned Meeting**

74.1 When a meeting is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for 1 month or more.

#### **75. Accidental Omission to Give Notice**

75.1 The accidental omission to give notice of any general meeting to or the non-receipt of the notice by any person entitled to receive notice of a general meeting under this Constitution does not invalidate the proceedings at or any resolution passed at the meeting.

#### **76. Postponement of General Meeting**

76.1 The Board may postpone the holding of any general meeting whenever they see fit (other than a meeting requisitioned by members as provided by the Law) for not more than 42 days after the date for which it was originally called.

76.2 Whenever any meeting is postponed (as distinct from being adjourned under clause 74) the same period of notice of the meeting must be given to persons entitled to receive notice of a meeting as if a new meeting were being called for the date to which the original meeting is postponed.

#### **77. Technology**

77.1 The Company may hold a meeting of its members at 2 or more venues using any technology that gives the members as a whole a reasonable opportunity to participate.

#### **78. Quorum**

78.1 The quorum for a meeting of the Company is 5 members entitled to vote and the quorum must be present at all times during the meeting.

78.2 In determining whether a quorum is present, individuals attending as proxies are counted. If an individual is attending both as a member and as a proxy, the individual is counted only once.

78.3 If a quorum is not present within 30 minutes after the time for the meeting set out in the notice of meeting:

- (1) where the meeting was called by the members or upon the requisition of members, the meeting is dissolved; or
- (2) in any other case, the meeting is adjourned to the date, time and place the Board specifies. If the Board does not specify 1 or more of those things, the meeting is adjourned to:
  - (a) if the date is not specified - the same day in the next week;
  - (b) if the time is not specified - the same time; and
  - (c) if the place is not specified - the same place.

78.4 If no quorum is present at the resumed meeting within 30 minutes after the time for the meeting, the meeting is dissolved.

#### **79. Chair at General Meetings**

79.1 The Chairman, if present, presides as chair at every general meeting.

79.2 Where a general meeting is held and:

- (1) there is no Chairman; or
- (2) the Chairman is not present within 30 minutes after the time appointed for the holding of the meeting or is unwilling to act;

the Vice Chairman of the Company if present presides as chair of the meeting or, if the Vice Chairman is not present or is unwilling to act, the Directors present may appoint 1 of their number to be chair of the meeting and in default of their doing so the members present may appoint any 1 of their number to be chair of the meeting.

79.3 The chair must adjourn a meeting of the Company's members if the members present with a majority of votes at the meeting agree or direct that the chair must do so.

#### **80. Business at Adjourned Meetings**

80.1 Only unfinished business is to be transacted at a meeting resumed after an adjournment.

#### **81. Extraordinary General Meetings**

81.1 Extraordinary General Meetings shall be called by the Board at the written request of not less than 50% of financial voting members or otherwise in accordance with the Law.

## PROXIES

### 82. Who Can Appoint a Proxy

82.1 A member who is entitled to attend and cast a vote at a meeting of the Company's members may appoint a person as the member's proxy to attend and vote for the member at the meeting. The proxy must be a member.

### 83. Rights of Proxies

83.1 A proxy appointed to attend and vote for a member has the same rights as the member:

- (1) to speak at the meeting;
- (2) to vote (but only to the extent allowed by the appointment); and
- (3) to join in a demand for a poll.

83.2 If a proxy is only for a single meeting it may be used at any postponement or adjournment of that meeting, unless the proxy states otherwise.

83.3 A proxy's authority to speak and vote for a member at a meeting is suspended while the member is present at the meeting.

83.4 A proxy may be revoked at any time by notice in writing to the Company.

### 84. When Proxy Form Must Be Sent to All Members

84.1 If the Company sends a member a proxy appointment form for a meeting or a list of persons willing to act as proxies at a meeting:

- (1) if the member requested the form or list - the Company must send the form or list to all members who ask for it and who are entitled to appoint a proxy to attend and vote at the meeting; or
- (2) otherwise - the Company must send the form or list to all its members entitled to appoint a proxy to attend and vote at the meeting.

### 85. Appointing a Proxy

85.1 An appointment of a proxy is valid if it is signed by the member making the appointment and contains the following information:

- (1) the member's name and address;
- (2) the Company's name;

- (3) the proxy's name or the name of the office held by the proxy; and
- (4) the meetings at which the appointment may be used.

An appointment may be a standing one.

85.2 An undated appointment is taken to have been dated on the day it is given to the Company.

85.3 An appointment may specify the way the proxy is to vote on a particular resolution. If it does:

- (1) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way;
- (2) if the proxy has 2 or more appointments that specify different ways to vote on the resolution - the proxy must not vote on a show of hands;
- (3) if the proxy is the chair - the proxy must vote on a poll, and must vote that way;
- (4) if the proxy is not the chair - the proxy need not vote on a poll, but if the proxy does so, the proxy must vote that way.

If a proxy is also a member, this clause 85.3 does not affect the way that the person can cast any votes the person holds as a member.

85.4 An appointment does not have to be witnessed.

85.5 A later appointment revokes an earlier one if both appointments could not be validly exercised at the meeting.

## **86. Form of Proxy Sent Out by Company**

86.1 A form of proxy sent out by the Company may be in a form determined by the Board but must:

- (1) enable the member to specify the manner in which the proxy must vote in respect of a particular transaction; and
- (2) leave a blank for the member to fill in the name of the person primarily appointed as proxy.

86.2 The form may provide that if the member leaves it blank as to the person primarily appointed as proxy or if the person or persons named as proxy fails or fail to attend, the chair of the meeting is appointed proxy.

86.3 Despite clause 86.1 an instrument appointing a proxy may be in the following form or in a form that is as similar to the following form as the circumstances allow:

**Member Proxy Form**  
**Caringa Australia Limited.**  
ACN 137 757 450

I/We, \_\_\_\_\_ of \_\_\_\_\_, being a member/members of  
the above named company, appoint \_\_\_\_\_ of \_\_\_\_\_ or,  
in his or her absence, the Chairperson as my/our proxy to vote for me/us on my/our behalf at the  
of the Company to be held on \_\_\_\_\_ and at any adjournment of that meeting.

Signed \_\_\_\_\_ Date \_\_\_\_\_

**87. Receipt of Proxy Documents**

87.1 For an appointment of a proxy for a meeting of the Company's members to be effective, the following documents must be received by the Company at least 24 hours before the meeting:

- (1) the proxy's appointment; and
- (2) if the appointment is signed by the appointor's attorney - the authority under which the appointment was signed or a certified copy of the authority.

87.2 If a meeting of the Company's members has been adjourned, an appointment and any authority received by the Company at least 24 hours before the resumption of the meeting are effective for the resumed part of the meeting.

87.3 The Company receives an appointment or authority when it is received at any of the following:

- (1) the Company's registered office;
- (2) a facsimile number at the Company's registered office; or
- (3) a place, facsimile number or electronic mail address specified for the purpose in the notice of meeting.

87.4 An appointment of a proxy is ineffective if:

- (1) the Company receives either or both the appointment or authority at a fax number or electronic address; and
- (2) a requirement (if any) in the notice of meeting that:
  - (a) the transmission be verified in a way specified in the notice; or
  - (b) the proxy produce the original appointment and authority (if any) at the meeting;

is not complied with.

## **88. Validity of Proxy Vote**

88.1 A proxy who is not entitled to vote on a resolution as a member may vote as a proxy for another member who can vote if the appointment specifies the way the proxy is to vote on the resolution and the proxy votes that way.

88.2 Unless the Company has received written notice of the matter before the start or resumption of the meeting at which a proxy votes, a vote cast by the proxy will be valid even if, before the proxy votes:

- (1) the appointing member dies;
- (2) the member is mentally incapacitated;
- (3) the member revokes the proxy's appointment; or
- (4) the member revokes the authority under which the proxy was appointed by a 3rd party.

## **89. Attorney of Member**

89.1 An attorney for a member may do whatever the member could do personally as a member, but if the attorney is to vote at a meeting of members or a class of members the instrument conferring the power of attorney or a certified copy of the authority must be produced to the Company at least 24 hours before the meeting, in the same way as the appointment of a proxy.

### **VOTING AT MEETINGS OF MEMBERS**

## **90. Voting**

90.1 At every general meeting an ordinary member and Life Member shall be entitled to one vote.

**91. Voting Disqualification**

91.1 A member is not entitled to vote at a general meeting if the annual membership of the member is more than 1 month in arrears at the date of the meeting or the postponed or adjourned meeting.

**92. Objections to Right to Vote**

92.1 A challenge to a right to vote at a meeting of members:

- (1) may only be made at the meeting; and
- (2) must be determined by the chair, whose decision is final.

92.2 A vote not disallowed following a challenge is valid for all purposes.

**93. How Voting is Carried Out**

93.1 A resolution put to the vote at a meeting of the Company's members must be decided on a show of hands unless a poll is demanded.

93.2 On a show of hands, a declaration by the chair is conclusive evidence of the result. Neither the chair nor the minutes need to state the number or proportion of the votes recorded in favour or against.

**94. Matters on Which a Poll May Be Demanded**

94.1 A poll may be demanded on any resolution.

94.2 A demand for a poll may be withdrawn.

**95. When a Poll is Effectively Demanded**

95.1 At a meeting of the Company's members, a poll may be demanded by:

- (1) at least 3 members entitled to vote on the resolution; or
- (2) the chair.

95.2 The poll may be demanded:

- (1) before a vote is taken;
- (2) before the voting results on a show of hands are declared; or
- (3) immediately after the voting results on a show of hands are declared.

**96. When and How Polls Must Be Taken**

- 96.1 A poll demanded on a matter other than the election of a chair or the question of an adjournment must be taken when and in the manner the chair directs.
- 96.2 A poll on the election of a chair or on the question of an adjournment must be taken immediately.
- 96.3 The demand for a poll does not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- 96.4 The result of the poll is the resolution of the meeting at which the poll was demanded.

**97. Chair's Casting Vote**

- 97.1 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting has a deliberative and casting vote in addition to any vote he or she may have in his or her capacity as a member or proxy.
- 97.2 The chair has discretion both as to use of the casting vote and as to the way in which it is used.

**ANNUAL GENERAL MEETING**

**98. Business of an Annual General Meeting**

- 98.1 The business of an Annual General Meeting may include any of the following, even if not referred to in the notice of meeting:
- (1) the consideration of the annual financial report, Directors' report and auditor's report;
  - (2) the appointment of Directors under clause 25.1;
  - (3) the appointment of the auditor; and
  - (4) the fixing of the auditor's remuneration.

All other business transacted at an annual general meeting and all other business transacted at any other general meeting is special business.

- 98.2 The business of the Annual General Meeting also includes any other business which under this Constitution or the Law ought to be transacted at an Annual General Meeting.
- 98.3 The chair of the Annual General Meeting must allow a reasonable opportunity for the members as a whole at the meeting to ask questions about or make comments on the management of the Company.

98.4 If the Company's auditor or the auditor's representative is at the meeting, the chair of an Annual General Meeting must allow a reasonable opportunity for the members as a whole at the meeting to ask the auditor or his representative questions relevant to the conduct of the audit and the preparation and content of the auditor's report.

## **99. Resolutions Proposed by Members**

99.1 No member may at any meeting move any resolution relating to special business unless:

- (1) the member has given not less than 30 Business Days' previous notice in writing of the member's intention to move an ordinary resolution or 2 months' notice in writing of the member's intention to move a special resolution at the meeting by leaving the notice and a signed copy of the resolution at the registered office of the Company; or
- (2) the resolution has previously been approved by the Directors.

99.2 Upon receiving a notice referred to in clause 99.1(1) the Secretary must:

- (1) if the notice convening the meeting has already been despatched, immediately notify the members of the proposed resolution; or
- (2) otherwise include notice of the proposed resolution in the notice convening the meeting.

## **MINUTES**

### **100. Minutes to be kept**

100.1 The Board must keep minute books in which they record within 1 month:

- (1) proceedings and resolutions of meetings of the Company's members;
- (2) proceedings and resolutions of Board meetings (including meetings of a committee of Board);
- (3) resolutions passed by members without a meeting; and
- (4) resolutions passed by the Board without a meeting.

100.2 The Board must ensure that minutes of a meeting are signed within a reasonable time after the meeting by 1 of the following:

- (1) the chair of the meeting; or
- (2) the chair of the next meeting.

100.3 The Board must ensure that minutes of the passing of a resolution without a meeting are signed by a Director within a reasonable time after the resolution is passed.

100.4 Without limiting clause 100.1 the Board must record in the minute books:

- (1) all appointments of officers and executive employees;
- (2) the names of all parties present at all meetings of Board and the Company; and
- (3) the method by which a meeting of Board was held.

#### **ACCOUNTS, AUDIT AND RECORDS**

##### **101. Accounts**

101.1 The Board must cause proper accounting and other records to be kept in accordance with the Law.

101.2 The Board must distribute copies of every profit and loss account, balance sheet and statement of cash flows (including every document required by law to be attached to them) as required by the Law.

##### **102. Audit**

102.1 A registered Company auditor must be appointed.

102.2 The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the Law.

#### **EXECUTION OF DOCUMENTS**

##### **103. Common Seal**

103.1 The Company does not have a Common Seal.

##### **104. Execution of Documents**

104.1 The Company is deemed to have executed a document if the document is signed by:

- (1) 2 Directors of the Company; or
- (2) a Director and Secretary of the Company.

## **105. Execution of Document as a Deed**

105.1 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 clause 104.

## **106. Execution - General**

106.1 The same person may not sign in the dual capacities of Director and Secretary.

106.2 A Director may sign any document as Director although the document relates to a contract, arrangement, dealing or other transaction in which he or she is interested and his or her signature complies with the requirements of this Constitution as to execution despite his or her interest.

106.3 Clauses 104 and 105 do not limit the ways in which the Directors may authorise documents (including deeds) to be executed on behalf of the Company.

### **INADVERTENT OMISSIONS**

## **107. Formalities Omitted**

107.1 If some formality required by this Constitution is inadvertently omitted or is not carried out the omission does not invalidate anything, including any resolution, which but for the omission would have been valid unless it is proved to the satisfaction of the Board that the omission has directly prejudiced any member financially. The decision of the Board is final and binding on all members.

### **ALTERATIONS**

## **108. Alterations to Constitution**

108.1 This Constitution may be repealed or modified by special resolution.

### **WINDING UP**

## **109. Winding Up**

109.1 If upon the winding up or dissolution of the Company any property remains, after satisfaction of all its debts and liabilities, that property must not be paid to or distributed among the members of the Company but must be given or transferred to some other institution or institutions determined by the members of the Company at or before the time of dissolution which has similar Objects to the Company and which is approved by the Commissioner of

Taxation as a public benevolent institution for the purposes of any Commonwealth Taxation Act.

109.2 If the members do not make the necessary determination under clauses 109.1, the Company may apply to the Supreme Court to determine the institution or institutions.