

CORPORATIONS LAW

A Company Limited by Guarantee

# **CONSTITUTION**

## **OF**

**COMMUNITY HOUSING LIMITED**  
**ABN 11 062 802 797**

**CORPORATIONS LAW**  
**A COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE**  
**CAPITAL**  
**CONSTITUTION**  
**OF**  
**COMMUNITY HOUSING LIMITED**

**DEFINITIONS**

1. (a) The following words and expressions in this Constitution have the several meanings hereby assigned to them unless meanings are excluded by or are repugnant to the context or subject (that is to say):
- “Alternate Director” means any person who for the time being holds office as an Alternate Director
- “this Constitution” shall mean this Constitution as originally adopted or as from time to time duly added to or amended.
- “the Law” shall mean the “Corporations Law” or any statutory modification amendment or re-enactment thereof from time to time.
- “the Company” means the abovenamed Company.
- “Directors” and “Board” means all or any number of the Directors for the time being of the Company acting in accordance with this Constitution.
- “Dividend” means any dividend arising from the division of the profits of Company and shall include “bonus”.
- “member” means any person for the time being registered in the register as a member.
- “office” or “registered office” means the registered office for the time being of the Company within Australia.
- “paid” means paid or credited as paid.
- “the Register” means the register of members of the Company to be kept pursuant to the law.
- “the seal” means the common seal from time to time of the Company.
- “the Secretary” means and includes the Secretary and any assistant

or acting Secretary and any person for the time being appointed to perform whether alone or in addition to any other person or persons the duties of a Secretary of the Company.

“special resolutions” shall have the meaning to that expression as stated in the Law.

“in writing” and “written” includes printing and lithography and other modes of reproducing or representing words in a visible form.

Words or expressions contained in these regulations shall be interpreted in accordance with the provisions of the Law as in force at the date at which such interpretation is required.

- (b) Words importing the singular shall mean and include the plural and vice versa and each gender shall mean and include each other gender.
- (c) The headings of clauses do not form part of this Constitution and shall not affect the interpretation thereof.

2. The name of the Company is Community Housing Limited.

3. The object for which the Company is established is to be a non profit corporation that:-

(a) acquires on its own behalf, or manages or holds as trustee on behalf of any public, government, semi or local government or charitable person, association, bodies, funds, institutions or organizations, land and buildings so that:

(i) shelter is provided to persons in crisis and/or who have inadequate access to safe and secure housing;

(ii) housing may be provided to low income persons including members from ethnic groups, young people (single, dependent or otherwise), people with disabilities, people who are aged, childless couples, single parent families, families and/or other households in need;

(b) provides housing advice and referral services which may assist homeless persons into stable and long term housing;

(c) advances education.

4. In furtherance of the said object of the Company, the Company may:-

(a) liaise with any Government or Authority whether Federal, State or Local for furtherance of its object;

(b) accept grants of money from any Government or Authority whether

Federal, State or Local and enter into any arrangement or agreement with the same or with any public or government body that may seem conducive to carrying out of the Company's objects and to obtain from any such Government, Authority or Body any rights, privileges or concessions which may be deemed advisable or of benefit;

(c) manage any of the said land and buildings for the furtherance of its object;

(d) in the furtherance of its object the Company shall have the following power to:-

(i) take and acquire by way of purchase, transfer, conveyance, option, mortgage, license, assignment, exchange, lease, partition or otherwise any real property of any tenure and any interest therein including all improvements thereon, fixtures, fittings, plant, machinery, equipment, materials, goods, chattels and effects and any rights, easements, appurtenances, advantages, conveniences and concessions in connection therewith and to sell, grant options, mortgage, charge or otherwise encumber, license, exchange, lease out or otherwise deal in the same.

(ii) to pay all the associated costs of acquiring, owning, leasing, transferring, mortgaging or otherwise dealing with real property;

(iii) to borrow or raise and secure the payment of money in such a manner as the Company may think fit and in particular the issue of debentures or debenture stock (perpetual or otherwise), bonds, mortgages, bills of sale or other securities charged upon all or any of the Company's property or without such security and to purchase or pay off any such securities;

(iv) to accept, demand and enforce payment of moneys owed to the Company;

(v) to take any gift of property or any other gift for the furtherance of the objects of the Company and establish a Gift Fund for this purpose;

(vi) to take such steps by appeals in writing or orally as may from time to time be deemed expedient for the purposes of procuring contributions to the funds of the Company by way of grants, donations, gifts or otherwise howsoever and upon such terms and conditions and generally as the Company or its directors think fit;

(vii) to do all such other things as are conducive to the attainment of the aforementioned object.

5. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Constitution, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Company PROVIDED THAT nothing herein shall

prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company or to any member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest or reasonable and proper rent for premises demised or let by any member to the Company.

6. The liability of members is limited.
7. Every member of the Company undertakes to contribute to the property of the Company in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceased to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves, such amount as may be required, nor exceeding the sum of Twenty Dollars (\$20.00)
8. If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, remaining assets in a participating jurisdiction, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to another registered community housing provider or Housing Agency in the jurisdiction in which the asset is located.
9. If the Gift Fund is wound up or if the endorsement of the Company as a deductible gift recipient is revoked, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it shall be transferred to a fund, authority or institution to which income tax deductible gifts can be made.

### **MEMBERS**

10. Up to 50 natural or artificial persons may be members of the Company. However the Directors may from time to time register members in excess of this number.
- 10A. For admission as a member of the Company, every applicant, i.e. natural person or artificial person will have a partnership agreement for the provision of housing or delivery of support services to the Company's tenants, shall comply with requirements prescribed by the Board of Directors, comply with the requisites of this Constitution and also comply with such other requirements as the Board of Directors may prescribe either generally or in any particular case.
- 10B. The Board of Directors may in its discretion and without being required to assign any reason therefore refuse to accept any application for admission to membership of the Company and may in like manner refuse to admit any applicant to membership.
- 10C. Membership of the Company is personal to the member and is not transferable.

### **ANNUAL SUBSCRIPTION**

11. (a) The annual subscription payable by members of the Company shall be as such as the Company in general meeting shall from time to time prescribe, provided that until the Company shall otherwise resolve the annual subscription shall be ONE DOLLAR (\$1.00) provided that the Company shall not at any time prescribe an annual subscription more than FIVE DOLLARS (\$5.00).
- (b) All annual subscriptions shall become due and payable in advance on the 1<sup>st</sup> day of July in every year.

### **CESSATION OF MEMBERSHIP**

12. If the subscription of a member shall remain unpaid for a period of six calendar months after it becomes due, then the member may after notice of the default shall have been sent to him by the Secretary be debarred by resolution of the Directors from all privileges of membership.
13. A member may at any time by giving notice in writing to the Secretary resign his membership of the Company but shall continue to be liable for any annual subscription and all arrears due and unpaid at the date of his resignation and all other moneys due by him to the Company, and in addition for any sum not exceeding Twenty Dollars (\$20.00) for which he is liable as a member of the Company under Clause 7 of the Constitution of the Company.
14. If any member shall willfully refuse or neglect to comply with the provisions of the Constitution of the Company or shall be guilty of any conduct which in the opinion of the Board of Directors is unbecoming of a member or prejudicial to the interest of the Company or 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 the Board of Directors shall have power to expel the member from the Company provided that at least one week before the meeting of the Board of Directors at which a resolution for his expulsion is passed the member shall have had notice of such meeting and of what is alleged against him and before the passing of such resolution have an opportunity of giving orally or in writing any explanation of defense he may think fit and provide further that any such member may by notice in writing lodge with the Secretary at least twenty-four hours before the time for holding the meeting at which resolution for his expulsion is to be considered by the Board of Directors elect to have the question of his expulsion dealt with by the Company in general meeting and in that event an extraordinary general meeting of the Company shall be called for the purpose and if at the meeting a resolution for the expulsion of the member be passed by a majority of more than seventy-five percent (75%) of those present and voting (such vote to be taken by ballot) the member shall be expelled.

### **GENERAL MEETINGS**

15. An annual general meeting of the Company shall be held in accordance with the provisions of the Law. All general meetings other than the annual general meetings shall be called extraordinary general meetings.

- 16.** Any director may whenever he thinks fit convene an extraordinary general meeting, and extraordinary meetings shall be convened on such requisition or in default may be convened by such requisitions as provided by the Law.
- 17.** Subject to the provisions of the Law relating to special resolutions and agreements for shorter notice, fourteen days' notice at the least (exclusive of the day on which notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place the day and the hour of meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Company.
- 18.** All business shall be special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting with the exception of the consideration of the accounts, balance sheets, and the report of the Directors and auditors, the election of Directors in the place of those retiring, and the appointment and fixing of the remuneration of the auditors.
- 18a** This Constitution may only be amended by special resolution in accordance with the Corporations Act 2001 or equivalent.

### **PROCEEDINGS AT GENERAL MEETING**

- 19.** No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided three members present in person attending as a proxy or as representing a corporation, which is a member, shall be a quorum.
- 20.** If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved, in any case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present (being not less than two) shall be a quorum.
- 21.** The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjournment meeting.
- 22.** (a) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-
- (i) by the Chairman; or

- (ii) by at least three members present in person or by proxy; or
    - (iii) by any member or members present in person or by proxy and representing not less than one-tenth of the total rights of all members having the right to vote at the meeting.
  - (b) Unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book containing the minutes of the proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
  - (c) The demand for a poll may be withdrawn.
23. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs, and the result shall be the resolution of the meeting at which the poll was demanded, but a poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith.
24. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
25. At any general meeting on a show of hands every person who is a member or representative of a member shall have one vote and on a poll every member present in person or by proxy or by attorney or other duly authorised representative shall have one vote.
26. A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by his committee or by the public trustee or by such other person as properly has the management of his estate, and any such committee trustee or other person may vote by proxy or attorney.
27. No member shall be entitled to vote at any general meetings unless all moneys presently payable by him to the Company have been paid.
28. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.
29. The instrument appointing a proxy shall be in writing (in common or usual form) under the hand of the appointee or of his attorney duly authorised in writing or, if the appointee is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy may but need not be a member of the Company. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.



30. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company, or such other places within the State as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll not less than twenty four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
31. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, or the transfer of the share in respect of which the instrument is given, if no intimation in writing of such death, unsoundness of mind, revocation or transfers as aforesaid has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

#### **DIRECTORS/APPOINTMENT/ETC.**

32. Directors shall be members of the Company.
33. Directors must not hold office (without re-election) for a term longer than three years from the date of their election. A full three-year term shall be considered to have been served upon the passage of three Annual General Meetings (AGM):
- (a) Directors shall take office immediately following the close of the AGM at which they are elected. A retiring Director holds office until the close of the AGM at which that Director retires, but is eligible for re-election at the AGM.
- b) At each AGM one third of the remaining directors, or if the number of remaining directors is not a multiple of three, rounded down to the nearest whole number, must retire. The directors to retire shall be those directors who have served longest in office, taken in order from the date of their initial appointment. This rule does not apply to directors appointed to fill a casual vacancy on the Board since the previous AGM and the Managing Director.
34. The Company at the meeting at which a director so retires may fill the vacated office by electing a person thereto, and in default the retiring director shall if offering himself for re-election and not being disqualified under the Law from holding office—as a director be deemed to have been re-elected unless at that meeting it is expressly resolved not to fill the vacated office or unless a resolution for the re-election of that director is put to the meeting and lost.
35. The Company may from time to time by ordinary resolution passed at a general meeting increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.
36. The Board shall comprise no more than NINE (9) directors.

37. Deleted
38. Persons who are members of the Company shall be entitled, in accordance with Clause 33 to elect eligible directors having relevant skills, amongst others financial, legal, project management, strategic management or community housing management skills.
39. The directors shall have power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with clause 36. Any director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-election.
40. The Company may by ordinary resolution remove any director before the expiration of his period of office, and may by an ordinary resolution appoint another person in his stead; the person so appointed shall be subject to retirement at the same time as if he had become a director on the day on which the director whose place he is appointed was last elected a director.
41. The office of director shall become vacant if the director:-
- (a) ceases to be a director by virtue of the Law;
  - (b) becomes bankrupt or makes an arrangement or composition with his creditors generally;
  - (c) becomes prohibited from being a director by reason of any order made under the Law;
  - (d) becomes of unsound mind or a person who or whose estate is liable to be dealt with in any way under the law relating to mental health;
  - (e) resigns his office by notice in writing to the Company;
  - (f) for more than six months is absent without permission of the Directors from meetings of the Directors held during that period;
  - (g) without the consent of the Company in general meeting holds any office of profit under the Company;
  - (h) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his interest in manner required by the Law;
  - (i) Deleted
  - (j) subscription is overdue for six (6) months; or
  - (k) ceases to be a member of the company.

#### **POWERS AND DUTIES OF DIRECTORS**

42. The management and control of the Company and its funds shall be vested in the Board of Directors which, in addition to the powers and authorities by this Constitution expressly conferred on it, may exercise all such powers and do all such acts and things as may be exercised and done by the Company which are not hereby or by the Law expressly directed or required to be exercised or done by the Company in General Meeting and subject nevertheless to the provisions of the Law and this Constitution and to any resolution from time to time passed by the Company in General Meeting PROVIDED THAT no resolution shall invalidate any prior act of the Board of Directors which would have been valid if such resolution had not been passed.
43. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures and other securities whether outright or as a security for any debt, liability or obligation of the Company or of any third party.
44. The Directors may from time to time by power of attorney appoint any corporation, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these regulations) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
45. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be, by any two directors or one director and the secretary or in such manner as the Directors from time to time determine.
46. The Directors shall cause minutes to be made:-
- (a) of all appointments of officers;
  - (b) of names of Directors present at all meetings of the Company and of the Directors; and
  - (c) of all proceedings at all meetings of the Company and of the Directors.

Such minutes shall be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting.

### **PROCEEDINGS OF DIRECTORS**

47. The Directors may meet together for the dispatch of business adjourn and otherwise regulate their meetings, as they think fit. A director may at any time

and the secretary shall on the requirement of a director summon a meeting of the Directors.

48. Subject to this Constitution questions arising at any meeting of Directors shall be decided by a majority of votes and a determination of the Directors. In the case of an equality of votes the Chairman of the meeting shall have a second or casting vote.
49. A director shall not vote in respect of any contract or proposed contract with the Company in which he is interested, or any matter arising thereout, and if he does so vote his vote shall not be counted.
50. Any director with the approval of the Directors may appoint any person (whether a member of the Company or not) to be alternate or substitute director in his place during such period as he thinks fit. Any person while he so holds office as an alternate or substitute director shall be entitled to notice of meetings of the Directors and to attend and vote thereat accordingly, and to exercise all the powers of the appointee in his place. An alternate or substitute director shall not be a member of the Company, and shall ipso facto vacate office if appointment or removal under this regulation shall be effected by notice in writing under the hand of the director making the same.
51. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be three.
52. The continuing directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of Directors, the continuing directors or director may act for the purpose of increasing the numbers of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
53. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office, but if no such Chairman is elected, or if at any meeting the chairman is not present within fifteen minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting.
54. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.
55. A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be chairman of the meeting.
56. A 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.

57. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such director or person acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

### **CIRCULATING MINUTES**

58. (a) If all the directors have signed a document containing a statement that they are in favour of a resolution of the directors in terms set out in the document, a resolution in those terms shall be deemed to have passed at a meeting of the directors held on the day which the document was signed and at the time at which the document was last signed by a director or, if the directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by a director.
- (b) For the purposes of subregulation (a), 2 or more separate documents containing statements in identical terms each of which is signed by one or more directors shall together be deemed to constitute one document containing a statement in those terms signed by those directors on the respective days on which they signed the separate documents.
- (c) A reference in subregulation (a) to all the directors does not include a reference to a director who, at a meeting of directors, would not be entitled to vote on the resolution.

### **DIRECTORS MEETINGS (TELEPHONE AND VIDEO-UPS)**

59. For the purposes of this Constitution, the contemporaneous linking together by instantaneous communication device of a number of consenting directors not less than the quorum together with the secretary, whether or not any one or more of the directors is out of Australia, shall be deemed to constitute a meeting of the directors and all the provisions of this Constitution as to the meetings of the directors shall apply to such meetings held by instantaneous communication device so long as the following conditions are met:
- (a) all directors for the time being entitled to receive notice of the meeting of directors (including any alternate for any director) shall be entitled to notice determined by directors from time to time of a meeting by instantaneous communication device and to be linked by instantaneous communication device for the purpose of such meeting. Notice of any such meeting shall be given on the instantaneous communication device or in any other manner permitted by the Constitution;
- (b) each of the directors taking part in the meeting by instantaneous communication device and the secretary must be able to hear each of the other directors taking part at the commencement of the meeting;
- (c) at the commencement of the meeting each director must acknowledge his presence for the purpose of a meeting of the directors to all the other directors taking part.

60. A director may not leave the meeting by disconnecting his instantaneous communication device unless he has previously obtained the express consent of the chairman of the meeting and a director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by instantaneous communication device unless he has previously obtained the express consent of the chairperson of the meeting to leave the meeting.
61. A minute of the proceedings at such meeting by instantaneous communication device shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chairperson of the meeting and by the secretary.
62. For the purposes of this clause ‘instantaneous communication device’ shall include telephone, television or any other audio and/or visual device which permits instantaneous (or near as practicable thereto) communication.

### **MANAGING DIRECTORS**

63. The Directors may from time to time appoint one or more of their body to the office of managing director for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke any such appointment. A director so appointed shall not while holding that office, be subject to retirement, but his appointment shall be automatically determined if he ceases from any cause to be a director.
64. The Directors may entrust to and confer upon a managing director any of the powers exercisable by them upon such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of those powers.

### **ALTERNATE DIRECTORS**

65. The Directors may from time to time appoint any person to be an alternate Director and may from time to time cancel any such appointment. The Directors may fix determine and vary the powers duties and remuneration of any person so appointed, but a person so appointed shall not be required to be a member to qualify him for appointment nor have any right to attend or vote at any meeting of Directors except by the invitation and with the consent of the Directors.

### **REMUNERATION OF DIRECTORS**

66. The directors shall be paid such remuneration as is from time to time determined by the company in general meeting.
67. The Directors may also be paid all travelling and other expenses properly incurred by them in attending and returning from meetings of the directors or any committee of the directors or general meetings of the company or otherwise in connection with the business of the company.

### **SECRETARY**

68. The Secretary shall in accordance with the Law be appointed by the Directors for such term, at such remuneration, and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.

## **INDEMNITY**

### **Indemnity for Liability (other than for legal costs)**

69. To the extent permitted by the Law, the Company indemnifies every person who is or has been a Director, Secretary, Chief Executive Officer, Committee member and any other Officer of the Company or of a wholly-owned subsidiary of the Company against any liability incurred by the person as a Director, Secretary, Chief Executive Officer, Committee member and any other Officer of the Company or of a wholly-owned subsidiary of the Company, to another person except in circumstances where:
- (a) the liability is owed to the Company or a wholly -owned subsidiary of the Company; or
  - (b) the liability is owed to a person other than the Company or a wholly-owned subsidiary of the Company and the liability arises out of conduct involving a lack of good faith; or
  - (c) the liability arises from a pecuniary penalty order or a compensation order of the Law.

### **Indemnity for Legal Costs**

70. To the extent permitted by the Law, the Company indemnifies every person who is or has been a Director, Secretary, Chief Executive Officer, Committee member and any other officer of the Company or a wholly-owned subsidiary of the Company against any liabilities for costs and expenses 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 69; or
  - (b) in defending or resisting criminal proceedings in which the person is found to be guilty; or
  - (c) in defending or resisting proceedings brought by the Australian Securities and Investment Commission (ASIC) 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 and the Court denies the relief,
- save that sub-clause (c) shall not be construed as excluding any

indemnity being provided to a person for costs and expenses incurred in responding to action by ASIC or a liquidator as part of an investigation before commencing proceedings for the Court order.

### **Insurance premiums for Certain Liabilities**

- 71.** The Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been a Director, Secretary, Chief Executive Officer, Committee member and any other officer of the Company or a wholly-owned subsidiary of the Company against a liability:
- (a)** Incurred by the person in their capacity as a Director, Secretary, Chief Executive Officer, Committee member and any other officer of the Company or a wholly-owned subsidiary of the Company or in the course of acting in connection with the affairs of the Company or a subsidiary of the Company or otherwise arising out of the Officer's holding such office PROVIDED THAT the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or subsidiary of the Company or a contravention of section 182 or 183 of the Law; or
  - (b)** for costs and expenses incurred by that person in defending proceedings, whatever their outcome.

### **Payments of Legal Costs**

- 72.** To the extent permitted by the Law and notwithstanding clauses 66 and 67, the Company may make (or agree to make) payment, whether by way of advance, loan or otherwise, to a Director, Secretary, Chief Executive Officer, Committee member and any other officer of the Company or a wholly-owned subsidiary of the Company in respect of costs and expenses incurred by that person in defending any proceedings provided that:
- (a)** the person is or may be entitled to be indemnified by the Company against liability for the cost and expenses pursuant to clause 70; and
  - (b)** it would be reasonable in the circumstances of the Company, disregarding any other financial benefits given or payable to the person by the Company, to:
    - (i)** make the payment at the time the payment was or is given; or
    - (ii)** agree to make the payment at the time when the agreement is or was made; and
  - (c)** the person must repay the amount paid if the costs and expenses become costs and expenses for which the person is not entitled to be indemnified by the Company pursuant to clause 70.

### **Exemptions**



- 72A** Nothing in clauses 69 to 70 shall be construed as providing an exemption to a person from a liability to the Company incurred as a Director, Secretary, Chief Executive Officer, Committee member and any other officer of the Company.

**Definition of "Proceedings"**

- 72B** For clauses 70 to 72, the term "proceedings" means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in that person's capacity as an Officer or in the course of acting in connection with the affairs of the Company or a wholly-owned subsidiary of the Company (for the purpose of clauses 70 to 72) or a subsidiary (for the purpose of clause 71) or otherwise arising out of the Officer's holding such as office (including proceedings alleging that the person was guilty of negligence, default, breach of trust or breach of duty in relation to the Company or a wholly-owned subsidiary of the Company (for the purpose of clause 70 to 72) or a subsidiary ( for the purpose of clause 71)

**SEAL**

- 73.** The Directors shall provide for safe custody of the seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors to act on their behalf, and every instrument to which the seal is affixed shall be signed by a director and shall be countersigned by the Secretary or by a second director or by some person appointed by the Directors.

**ACCOUNTS**

- 74.** The Directors shall cause proper accounting and other records to be kept and shall distribute copies of Statement of Financial Position, Statement of Financial Performance and Cash Flow Statement as required by the Law and shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them shall be open to the inspection of members not being Directors, and no member not being a director shall have any right of inspecting any account or book or paper of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.
- 75.** True accounts shall be kept of the sum or sums of money received and extended by the Company and the matter in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the Company, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being in force, shall be open to the inspection of the members. Once at least in every year, the accounts of the Company shall be examined by one or more properly qualified Auditor or Auditors.

**INSPECTION OF RECORDS**

- 76.** The company shall guarantee directors, auditors and other officers access - from

when they are appointed until seven years after their retirement or resignation - to all relevant company records which came into existence during their term of office.

### **NOTICES**

77. (1) Not less than twenty-one days notice of every General Meeting specifying the place day and hour of the meeting and the general nature of the business to be dealt with shall be given to the members in the manner hereinafter provided.
- (2) Not less than twenty-one days notice of every General Meeting at which it is proposed by the Company to pass a special resolution as defined by the Law specifying the place day and hour of the meeting and the intention to propose the resolution as a special resolution shall be given to the members in the manner hereinafter provided or in such manner (if any) as may be prescribed by the Company in General Meeting.
78. All notices may be served upon any member either personally or by sending the same through the post addressed to such member at the member's address as entered in the Register, or may be given electronically if a member nominates an electronic address or in exceptional circumstance may be served by advertisement in at least one daily national newspaper if such notice be intended for all members of the Company. Notices of meeting served by advertisement in newspapers shall contain details of the nature and purpose of the meeting.
- The accidental omission to give notice of a meeting to, or the non-receipt of such notice by any member shall not invalidate the proceedings of a meeting held in pursuance of such notice
79. Notwithstanding anything contained in Clause 78 notice of a General Meeting of the Company specifying an intention to propose a resolution as a special resolution shall be served by sending the same through the post. Notice in the Annual Report of the Company forwarded to each member shall constitute sufficient notice within the meaning of this Clause.
80. Any notice sent by post shall be deemed to have been served on the third working day following posting.
81. (1) Notice of every general meeting shall be given in any manner hereinbefore authorised to:-
- (a) every member except those members who (having no registered address within the State) have not supplied to the Company an address within the State for giving of notices to them;
  - (b) the auditor for the time being of the Company.
- (2) No other person shall be entitled to receive notices of general meetings.

### **INTERPRETATION OF THIS CONSTITUTION**

- 82.** If a clause or part thereof is, or may become, unenforceable at law for any reason whatsoever, this Constitution is severable in respect of such clause or part thereof and the remainder of this Constitution is to be read and construed for all intents and purposes as if the same did not form part of this Constitution.
- 83.** Subject to the overriding powers of members in General Meeting, contained in Clause 42 hereof, and to the jurisdiction of the Courts, if any doubt shall arise as to the proper construction or meaning of any of this Constitution made hereunder or any of them or of any expression therein the decision of the Board of Directors thereon shall be final and conclusive provided such decision be reduced to writing and recorded in the Minute Book of the proceedings of the Board of Directors.