

Constitution of Northern Territory General Practice Education Limited

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Northern Territory General Practice Education Limited Constitution

1. Definitions

In this Constitution:

"Business Day" means a day except a Saturday, Sunday or public holiday in Darwin, in the Northern Territory of Australia.

"Cessation Event" means: the winding up, cessation or deregistration of that Member under the laws of the jurisdiction of its registration.

"Corporations Act" means the *Corporations Act 2001* (Commonwealth), except to the extent of any exemption, modification, declaration or order made in respect of that legislation which applies to the Company.

"Directors" mean the directors of the Company for the time being.

"Legal Costs" of a person means legal costs incurred by that person in defending an action for a Liability of that person.

"Liability" of a person means any liability incurred by that person as an officer of the Company or a subsidiary of the Company.

"Member" means a person whose name is entered in the Register as a member of the Company.

"Notice" means a notice given pursuant to, or for the purposes of, this Constitution or the Corporations Act.

"Personal Representative" means the legal personal representative, executor or administrator of the estate of a deceased person.

"Prescribed Notice" means 21 days or any shorter period of notice for a meeting allowed under the Corporations Act.

"Register" means the register of Members kept under the Corporations Act and, where appropriate, includes any branch register.

"Relevant Officer" means a person who is, or has been, a Director or Secretary.

"Secretary" means a company secretary of the Company for the time being.

2. Interpretation

(a) In this Constitution:

- (i) a reference to a meeting of Members includes a meeting of any class of Members;
- (ii) a Member is taken to be present at a meeting of Members if the Member is present in person or by proxy, attorney or a Member's representative;
- (iii) a reference to something being **"written"** or **"in writing"** includes that thing being represented or reproduced in any mode in a visible form; and

- (iv) where a notice or document is required by this Constitution to be signed, that notice or document may be authenticated by any other manner permitted by the Corporations Act or any other law, instead of being signed.
- (b) In this Constitution, headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:
 - (i) words importing the singular include the plural (and vice versa);
 - (ii) words indicating a gender include every other gender;
 - (iii) the word "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (iv) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
 - (v) the word "**includes**" in any form is not a word of limitation.
- (c) Unless the context indicates a contrary intention, in this Constitution:
 - (i) a reference to an clause or a schedule is to an article or a schedule of this Constitution;
 - (ii) a reference in a schedule to a clause is to a clause of that schedule;
 - (iii) a schedule is part of this Constitution; and
 - (iv) a reference to this Constitution is to this Constitution (and where applicable any of its provisions) as modified or repealed from time to time.
- (d) Unless the context indicates a contrary intention, in this Constitution, a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it.
- (e) Unless the context indicates a contrary intention:
 - (i) an expression in a provision of this Constitution that deals with a matter dealt with by a provision of the Applicable Law has the same meaning as in that provision of the Applicable Law; and
 - (ii) an expression in a provision of this Constitution that is defined in section 9 of the Corporations Act has the same meaning as in that section.

3. Preliminary

3.1 Definitions and interpretation

Schedule 1 applies and forms part of this Constitution.

3.2 Nature of the Company

- (a) The Company is a public company limited by guarantee.
- (a) Each Member undertakes to contribute an amount not exceeding \$2.00 to the property of the Company if the Company is wound up:
 - (i) at a time when that person is a Member; or
 - (ii) within one year of the time that person ceased to be a Member,for:
 - (iii) payment of the debts and liabilities of the Company contracted before that person ceased to be a Member;
 - (iv) payment of the costs, charges and expenses of winding up the Company; and
 - (v) adjustment of the rights of the contributories among themselves.

3.3 Replaceable rules

The replaceable rules in the Corporations Act do not apply to the Company.

3.4 Objects

- (a) The objects of the Company are:
 - (i) To provide and facilitate the education of health care professionals and support the delivery of health services in Northern and Central Australia and other jurisdictions with similar needs.
 - (ii) Without limiting the generality of the foregoing the objects of the company include but are not limited to the following:
 - A. To provide education and continuing professional development to doctors, students and other health professionals;
 - B. To provide cultural education and training in cross- cultural practice to health professionals;
 - C. To conduct or promote training courses or programs to education professionals in relation to health care delivery;
 - D. To collaborate with appropriate agencies in acquiring, purchasing, building, leasing or otherwise suitable facilities to maximise:
 - 1) the ability of health services to cater adequately for educational and training activities and maximise learning opportunities;
 - 2) the availability of educational facilities for training activities; and
 - 3) the availability of housing and other supportive

facilities for registrars, doctors, other health professionals and students wherever training is or can be provided;

E. To engage in or promote research in education and health care.

(b) The Company must apply the income and property of the Company only in promoting the objects of the Company.

3.5 Separate objects

Each of the objects in clause 3.2 is a separate object of the Company, and must not be construed by reference to any other object.

3.6 Powers of the Company

Subject to clause 3.7, the Company has all the powers of an individual and a body corporate.

3.7 No power to issue shares

The Company has no power to issue or allot shares.

4. Non-profit nature of the Company

4.1 Non-profit

(a) The income and property of the Company must be applied solely towards the promotion of the objects of the Company as set out in this Constitution.

(b) No income or property of the Company may be paid or transferred, directly or indirectly, by way of dividend, surplus on winding up or otherwise, to a Member except for bona fide payments to a Member:

- (i) in return for services rendered by or goods supplied by the Member to the Company in the ordinary and usual course of business; or
- (ii) as principal payments on money lent by the Member, and interest payments if the interest is at a commercial rate.

4.2 No distribution of profits to Members on winding up

(a) Where property remains after the winding-up or dissolution of the Company, and satisfaction of all its debts and liabilities, it must not be distributed among the Members.

(b) Property referred to in rule 4.2(a) must be given to another fund, authority or institution:

- (i) with materially the same objects of the Company;
- (ii) that is a charitable organisation;
- (iii) whose constituent documents require the fund, authority or institution to apply its income solely to promoting its objects; and
- (iv) with a prohibition on distribution of its income and property among its

members to an extent at least as great as is imposed on the Company under this Constitution.

- (c) The fund, authority or institution to receive property under rule 4.2(b) must be decided by the Members at or before the time of the dissolution.

4.3 Limited liability on winding up

- (a) The liability of the Members is limited to the amount specified in rule 4.3(c) .
- (b) Subject to rule 4.3(c), if the Company is wound up while a person is a Member, or within one year after the person ceases to be a Member, the person must contribute to the assets of the Company for:
 - (i) the payment of the debts and liabilities of the Company contracted before the person ceased to be a Member;
 - (ii) the costs of winding up; and
 - (iii) the adjustment of the rights of the contributors among themselves.
- (c) The maximum liability of each Member under rule 4.3(b) is \$2.

5. Members

5.1 Nomination of Members

Each of the following is a Member of the Company:

- (a) NT Medicare Local Limited;
- (b) AMSANT Incorporated;
- (c) Australian College of Rural and Remote Medicine ACN 078 081 848;
- (d) The Royal Australian College of General Practitioners ACN 000 223 807;
- (e) Charles Darwin University; and
- (f) The Flinders University of South Australia.

5.2 Members representatives

Each Member appoints the person holding the office specified below (from time to time) as that Member's representative to exercise all the powers of that Member under this Constitution:

- (a) NT Medicare Local Limited – The Chairperson
- (b) AMSANT Incorporated – The Chairperson
- (c) Australian College of Rural and Remote Medicine ACN - The President
- (d) The Royal Australian College of General Practitioners ACN The President
- (e) Charles Darwin University – The Vice Chancellor
- (f) The Flinders University of South Australia - The Vice Chancellor;

And referred to as 'Members representative'.

5.3 Replacement Nomination

Each Member may alter the appointment made in clause 5.2 by written notice to the Company, and in that event the Members representative ceases to be the Members representative from the time that

- (a) the Company receives that notice; and
- (b) the Member appoints another person to be the Members representative.

5.4 No transfers

The rights of being a Member are not transferable whether by operation of law or otherwise.

5.5 Ceasing to be a Member

- (a) A person will cease to be a Member if:
 - (i) the Member resigns in accordance with clause 5.6; or
 - (ii) a Cessation Event occurs in respect of the Member.
- (b) The estate of a Member who has ceased to operate is not released from any liability in respect of that person being a Member.

5.6 Resignation

- (c) A Member may resign as a Member by giving the Company notice in writing.
- (d) Unless the notice provides otherwise, a resignation by a Member takes effect immediately on the giving of that notice to the Company.

5.7 Certificates

- (a) The Company may issue to each Member, free of charge, a certificate evidencing that person as a Member.
- (b) The Company may issue a replacement certificate of being a Member if:
 - (i) the Company receives and cancels the existing certificate; or
 - (ii) the Company is satisfied that the existing certificate is lost or destroyed, and the Member pays any fee as the Directors reasonably resolve.

6. Proceedings of Members

6.1 Written resolutions of Members

While the Company has only one Member, the Company may pass a resolution by that Member signing a record in writing of that resolution.

6.2 Who can call meetings of Members

- (a) Subject to the Corporations Act, the Directors may call a meeting of Members at a time and place as the Directors resolve.

- (b) The Directors must call and arrange to hold a general meeting of the Company on the request of Members made in accordance with the Corporations Act.
- (c) The Members may call and arrange to hold a general meeting of the Company as provided by the Corporations Act.

6.3 Annual General Meeting

- (a) The Company must hold an AGM if required by, and in accordance with, the Corporations Act.
- (b) The business of an AGM may include any of the following, even if not referred to in the notice of the meeting:
 - (i) the consideration of the annual financial report, director's report and auditor's report for the Company;
 - (ii) the appointment of Directors;
 - (iii) the appointment of the auditor of the Company; and
 - (iv) the fixing of the remuneration of the auditor of the Company.

6.4 How to call meetings of Members

- (a) The Company must give not less than Prescribed Notice of a meeting of Members.
- (b) Notice of a meeting of Members must be given to each Member, each Director, and any auditor of the Company.
- (c) Subject to clause 6.12(h), a notice of a meeting of Members must:
 - (i) 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);
 - (ii) state the general nature of the business of the meeting; and
 - (iii) set out or include any other information or documents specified by the Corporations Act.
- (d) A person may waive notice of any meeting of Members by notice in writing to the Company to that effect.
- (e) Subject to the Corporations Act, anything done (including the passing of a resolution) at a meeting of Members is not invalid because either or both a person does not receive notice of the meeting or the Company accidentally does not give notice of the meeting to a person.

6.5 Right to attend meetings

- (a) Each Member and any auditor of the Company is entitled to attend any meetings of Members.
- (b) Subject to this Constitution, each Director is entitled to attend and speak at all meetings of Members.

6.6 Meeting at more than one place

- (a) A meeting of Members may be held in 2 or more places linked together by any technology that:
 - (i) gives the Members as a whole in those places a reasonable opportunity to participate in proceedings;
 - (ii) enables the chairperson to be aware of proceedings in each place; and
 - (iii) enables the Members in each place to vote on a show of hands and on a poll.
- (b) If a meeting of Members is held in 2 or more places under clause 6.6(a):
 - (i) a Member present at one of the places is taken to be present at the meeting; and
 - (ii) the chairperson of that meeting may determine at which place the meeting is taken to have been held.

6.7 Quorum

- (a) A quorum for a meeting of Members is four (4) Members entitled to vote at that meeting.
- (b) In determining whether a quorum for a meeting of Members is present:
 - (i) where more than one proxy or attorney or representative of a Member is present, only one of those persons is counted;
 - (ii) where a person is present as a Member and as a proxy of another Member, that person is counted separately for each appointment provided that there is at least one other Member present, and
 - (iii) where a person is present as a proxy for more than one Member, that person is counted separately for each appointment provided that there is at least one other Member present.
- (c) A quorum for a meeting of Members must be present at the commencement of the meeting. If a quorum is present at the commencement of a meeting of Members, it is taken to be present throughout the meeting unless the chairperson otherwise determines.
- (d) If a quorum is not present within 30 minutes after the time appointed for a meeting of Members:
 - (i) if the meeting was called under clause 6.2(b) or clause 6.2(c), the meeting is dissolved; and
 - (ii) any other meeting is adjourned to the date, time and place as the Directors may by notice to the Members appoint, or failing any appointment, to the same day in the next week at the same time and place as the meeting adjourned.
- (e) If a quorum is not present within 30 minutes after the time appointed for an adjourned meeting of Members, the meeting is dissolved.

6.8 Chairperson

- (a) The chairperson of Directors must (if present within 15 minutes after the time appointed for the holding of the meeting and willing to act) chair each meeting of Members.
- (b) If at a meeting of Members:
 - (i) there is no chairperson of Directors;
 - (ii) the chairperson of Directors is not present within 15 minutes after the time appointed for the holding of a meeting of Members; or
 - (iii) the chairperson of Directors is present within that time but is not willing to chair all or part of that meeting,

the Directors present may, by majority vote, elect a person present to chair all or part of the meeting of Members.

- (c) Subject to clause 6.8(a), if at a meeting of Members:
 - (i) a chairperson of that meeting has not been elected by the Directors under clause 6.8(b); or
 - (ii) the chairperson elected by the Directors is not willing to chair all or part of a meeting of Members,

the Members present must elect another person present and willing to act to chair all or part of that meeting.

6.9 General conduct of meetings

- (a) Subject to the Corporations Act, the chairperson of a meeting of Members is responsible for the general conduct of that meeting and for the procedures to be adopted at that meeting.
- (b) The chairperson of a meeting of Members may delegate any power conferred by this clause to any person.
- (c) The powers conferred on the chairperson of a meeting of Members under this clause 6.9 do not limit the powers conferred by law.

6.10 Resolutions of Members

- (a) Subject to the Corporations Act, a resolution at a meeting of Members is passed if the number of votes cast in favour of the resolution by Members entitled to vote on the resolution exceeds the number of votes cast against the resolution by Members entitled to vote on the resolution.
- (b) Unless a poll is requested in accordance with clause 6.11, a resolution put to the vote at a meeting of Members must be decided on a show of hands.
- (c) A declaration by the chairperson of a meeting of Members that a resolution on a show of hands is passed, passed by a particular majority, or not passed, and an entry to that effect in the minutes of the meeting, are sufficient evidence of that fact, unless proved incorrect.

6.11 Polls

- (a) A poll may be demanded on any resolution at a meeting of Members except:
 - (i) the election of a chairperson of that meeting; or
 - (ii) the adjournment of that meeting.
- (b) A poll on a resolution at a meeting of Members may be demanded by:
 - (i) at least 5 Members present and entitled to vote on that resolution;
 - (ii) one or more Members present and who are together entitled to at least 50% of the votes that may be cast on that resolution on a poll; or
 - (iii) the chairperson of that meeting.
- (c) A poll on a resolution at a meeting of Members may be demanded:
 - (i) before a vote on that resolution is taken; or
 - (ii) before or immediately after the results of the vote on that resolution on a show of hands are declared.
- (d) A demand for a poll may be withdrawn.
- (e) A poll demanded on a resolution at a meeting of Members other than for the election of a chairperson of that meeting or the adjournment of that meeting must be taken in the manner and at the time and place the chairperson directs.
- (f) The result of a poll demanded on a resolution of a meeting of Members is a resolution of that meeting.
- (g) A demand for a poll on a resolution of a meeting of Members does not prevent the continuance of that meeting or that meeting dealing with any other business.

6.12 Adjourned, cancelled and postponed meetings

- (a) Subject to the Corporations Act, the chairperson:
 - (i) may adjourn a meeting of Members to any day, time and place; and
 - (ii) must adjourn a meeting of Members if the Members present with a majority of votes that may be cast at that meeting agree or direct the chairperson to do so. The chairperson may adjourn that meeting to any day, time and place.
- (b) No person other than the chairperson of a meeting of Members may adjourn that meeting.
- (c) The Company is only required to give notice of a meeting of Members resumed from an adjourned meeting if the period of adjournment exceeds 21 days.
- (d) Only business left unfinished is to be transacted at a meeting of Members resumed after an adjournment.
- (e) Subject to the Corporations Act and this clause 6.12, the Directors may at any time postpone or cancel a meeting of Members by giving notice not less than 5 Business

Days before the time at which the meeting was to be held to each person who is, at the date of the notice:

- (i) a Member;
 - (ii) a Director; or
 - (iii) auditor of the Company.
- (f) A general meeting called under clause 6.2(b) must not be cancelled by the Directors without the consent of the Members who requested the meeting.
- (g) A general meeting called under clause 6.2(c) must not be cancelled or postponed by the Directors without the consent of the Members who called the meeting.
- (h) A notice under clause 6.12(c) of a meeting of Members resumed from an adjourned meeting and a notice postponing a meeting of Members must set out the place, date and time for the revised meeting (and if the revised meeting is to be held in 2 or more places, the technology that will be used to facilitate this).

6.13 Number of votes

- (a) Subject to this Constitution and any rights or restrictions attached to a class of Members, on a show of hands or on a poll at a meeting of Members, every Member present has one vote.
- (b) In the case of an equality of votes on a resolution at a meeting of Members, the chairperson of that meeting has a casting vote on that resolution both on a show of hands and on a poll, in addition to any vote the chairperson of that meeting has in respect of that resolution.
- (c) A Member present at a meeting of Members is not entitled to vote on any resolution if any amount due and payable to the Company by that person in their capacity as a Member has not been paid.
- (d) A Member present at a meeting of Members is not entitled to vote on a resolution at that meeting where that vote is prohibited by the Corporations Act or an order of a court of competent jurisdiction.
- (e) The Company must disregard any vote on a resolution purported to be cast by a Member present at a meeting of Members where that person is not entitled to vote on that resolution.
- (f) The authority of a proxy or attorney for a Member or Member's representative (appointed pursuant to 5.2 or 5.3) to speak or vote at a meeting of Members is suspended while the Member's representative is present in person at that meeting.

6.14 Objections to qualification to vote

- (a) An objection to the qualification of any person to vote at a meeting of Members may only be made
- (i) before that meeting, to the Directors; or
 - (ii) at that meeting (or any resumed meeting if that meeting is adjourned), to the chairperson of that meeting.
- (b) Any objection under clause 6.14(a) must be decided by the chairperson of the

meeting of Members whose decision, made in good faith, is final and conclusive.

6.15 Proxies, attorneys and representatives

- (a) A Member, who is entitled to attend and cast a vote at a meeting of Members, may vote on a show of hands and on a poll:
 - (i) in person or, if the Member is a body corporate, by its representative (appointed pursuant to 5.2 or 5.3) or in accordance with the Corporations Act;
 - (ii) by not more than one proxy; or
 - (iii) by not more than one attorney.
- (b) A Members representative (appointed pursuant to 5.2 or 5.3) may appoint a proxy, attorney or representative for:
 - (i) all or any number of meetings of Members; or
 - (ii) a particular meeting of Members.
- (c) A proxy or attorney of a Member need not be a Member.
- (d) An instrument appointing a proxy is valid if it is signed by the Member or Members representative making the appointment and contains:
 - (i) the name and address of that Member;
 - (ii) the name of the Company;
 - (iii) the name of the proxy or the name of the office of the proxy; and
 - (iv) the meetings of Members at which the proxy may be used.
- (e) The chairperson of a meeting of Members may determine that an instrument appointing a proxy is valid even if it contains only some of the information specified in clause 6.15(c).
- (f) An instrument appointing an attorney or representative must be in a form as the Directors may prescribe or the chairperson of a meeting of Members may accept.
- (g) Subject to the Corporations Act, the decision of the chairperson of a meeting of Members as to the validity of an instrument appointing a proxy, attorney or representative is final and conclusive.
- (h) Unless otherwise provided in the Corporations Act or in the instrument appointing a proxy or attorney, a proxy or attorney may:
 - (i) agree to a meeting of Members being called by shorter notice than is required by the Corporations Act or this Constitution;
 - (ii) agree to a resolution being either or both proposed and passed at a meeting of Members of which notice of less than 21 days is given;
 - (iii) speak on any resolution at a meeting of Members on which the proxy or attorney may vote;

- (iv) vote at a meeting of Members (but only to the extent allowed by the appointment);
 - (v) demand or join in demanding a poll on any resolution at a meeting of Members on which the proxy or attorney may vote; and
 - (vi) attend and vote at any meeting of Members which is rescheduled or adjourned.
- (i) Unless otherwise provided in the Corporations Act or in the instrument appointing a proxy or attorney, a proxy or attorney may vote on:
- (i) any amendment to a resolution on which the proxy or attorney may vote;
 - (ii) any motion not to put that resolution or any similar motion; and
 - (iii) any procedural motion relating to that resolution, including a motion to elect the chairperson of a meeting of Members, vacate the chair or adjourn that meeting,
- even if the appointment directs the proxy or attorney how to vote on that resolution.
- (j) If the name of the proxy or the name of the office of the proxy in a proxy form of a Members representative is not filled in, the proxy of that Members representative is:
- (i) the person specified by the Company in the form of proxy in the case the Member representative does not choose; or
 - (ii) if no person is so specified, the chairperson of that meeting.
- (k) A Member or Members representative may specify the manner in which a proxy or attorney is to vote on a particular resolution at a meeting of Members.
- (l) An appointment of proxy or attorney for a meeting of Members is effective only if the Company receives the appointment (and any authority under which the appointment was signed or a certified copy of the authority) not less than:
- (i) 48 hours before the time scheduled for commencement of that meeting; or
 - (ii) in the case of a meeting which has been adjourned, 48 hours before the time scheduled for resumption of the meeting.
- (m) Unless the Company has received notice in writing of the matter not less than 48 hours before the time scheduled for the commencement of a meeting of Members, a vote cast at that meeting by a person appointed by a Members representative as a proxy, attorney or representative is, subject to this Constitution, valid even if, before the person votes:
- (i) a Cessation Event occurs in respect of that Member;
 - (ii) that Member or Members representative revokes the appointment of that person; or
 - (iii) that Member or Members representative revokes the authority under which the person was appointed by a third party.
- (n) In this clause a Members appointment of a proxy or attorney is to be given

precedence over one provided by that Members representative.

7. Directors

7.1 Number of Directors

- (a) The Company must have not less than 3, and not more than 9, Directors.
- (b) The Company in general meeting may by ordinary resolution alter the maximum or minimum number of Directors provided that the minimum is not less than 3.
- (c) If the number of Directors is below the minimum fixed by this Constitution, the Directors must not act except in emergencies, before appointing one or more directors in order to make up a quorum for a meeting of Directors, or to call and arrange to hold a meeting of Members.

7.2 Appointment of Directors

- (a) Subject to clause 7.1, each Member must appoint a Director to the Company.
- (b) Subject to clause 7.1, the Directors (or so many of them as are appointed) may appoint up to three (3) Directors to the Company (called 'Skills Based Directors').
- (c) Any Skills Based Director has the same powers, privileges and obligations including voting rights as the Directors appointed by Members (except the power of appointment contained in clause 7.2(b)).
- (d) The Directors appointed by the Members must ensure that the Skills Based Directors meet the proper needs of and add value to the general directorship of the Company.
- (e) A Skills Based Director need not have any association, connection or relationship with any one or more of the Members.
- (f) The Directors will take all reasonable steps to ensure Aboriginal membership.

7.3 Vacation of office

- (a) A Director may resign from office by giving the Company notice in writing.
- (b) Subject to the Corporations Act, any Member may by notice in writing to the Company remove a Director appointed by that Member which shall take effect upon the Company receiving the notice.
- (c) A Director ceases to be a Director if:
 - (i) the Director has held office as a Director of the Company for more than six (6) continuous years from:
 - A. the Directors appointment by the relevant Member; or
 - B. the Skills Based Directors appointment by the relevant Directors.
 - (ii) the Director becomes of unsound mind or a person whose property is liable to be dealt with under a law about mental health;

- (iii) the Director is absent without the consent of the Directors for three (3) or more consecutive meetings of the Directors held;
- (iv) the Director resigns or is removed under this Constitution;
- (v) the Director becomes an insolvent under administration; or
- (vi) the Corporations Act so provides.

7.4 Remuneration of Directors

- (a) The Company will pay reasonable directors fees to a Director for performing that person's duties and responsibilities as a Director.
- (b) The amount of the directors fees paid to a Director under this clause 7.4 will be the amount approved by a resolution of the Board of Directors at the last Board meeting in each calendar year.
- (c) Subject to clauses 7.4(a) and 7.4(b), the Company may pay to its Directors any remuneration that the Company determines by ordinary resolution.
- (d) The Company may pay all reasonable travelling, accommodation and other expenses that a Director properly incurs:
 - (i) in attending meetings of Directors or any meetings of committees of Directors;
 - (ii) in attending any meetings of Members; and
 - (iii) in connection with the business of the Company.
- (e) Subject to the Corporations Act, any Director may participate in any fund, trust or scheme for the benefit of:
 - (i) past or present employees or Directors of the Company or a related body corporate of the Company; or
 - (ii) the dependants of, or persons connected with, any person referred to in clause 7.4(e)(i).
- (f) Subject to the Corporations Act, the Company may give, or agree to give, a person a benefit in connection with that person's, or someone else's, retirement from a board or managerial office in the Company or a related body corporate of the Company.

7.5 Interests of Directors

- (a) A Director may:
 - (i) hold an office or place of profit (except as auditor) in the Company, on any terms as the Directors resolve;
 - (ii) hold an office or otherwise be interested in any related body corporate of the Company or other body corporate in which the Company is interested; or
 - (iii) act, or the Director's firm may act, in any professional capacity for the Company (except as auditor) or any related body corporate of the

Company or other body corporate in which the Company is interested, and retain the benefits of doing so if the Director discloses in accordance with the Corporations Act the interest giving rise to those benefits.

- (b) If a Director discloses the interest of the Director in accordance with the Corporations Act:
- (i) the Director may contract or make an arrangement with the Company, or a related body corporate of the Company or a body corporate in which the Company is interested, in any matter in any capacity;
 - (ii) the Director may, subject to the Corporations Act, be counted in a quorum for a meeting of Directors considering the contract or arrangement;
 - (iii) the Director may, subject to the Corporations Act, vote on whether the Company enters into the contract or arrangement, and on any matter that relates to the contract or arrangement;
 - (iv) the Director may sign on behalf of the Company, or witness the affixing of the common seal of the Company to, any document in respect of the contract or arrangement;
 - (v) the Director may retain the benefits under the contract or arrangement; and
 - (vi) the Company cannot avoid the contract or arrangement merely because of the existence of the Director's interest.

8. Officers

8.1 Managing Director

- (a) The Directors may appoint one or more of themselves as a managing director, for any period and on any terms (including, subject to clause 7.4, as to remuneration) as the Directors resolve.
- (b) Subject to any agreement between the Company and a managing director, the Directors may remove or dismiss a managing director at any time, with or without cause.
- (c) The Directors may delegate any of their powers (including the power to delegate) to a managing director.
- (d) The Directors may revoke or vary:
 - (i) the appointment of a managing director; or
 - (ii) any power delegated to a managing director.
- (e) A managing director must exercise the powers delegated to him or her in accordance with any directions of the Directors.
- (f) The exercise of a delegated power by a managing director is as effective as if the Directors exercised the power.

- (g) A person ceases to be a managing director if the person ceases to be a Director.

8.2 Secretary

- (a) The Directors may appoint one or more Secretaries, for any period and on any terms (including as to remuneration) as the Directors resolve.
- (b) Subject to any agreement between the Company and a Secretary, the Directors may remove or dismiss a Secretary at any time, with or without Cause.
- (c) The Directors may revoke or vary the appointment of a Secretary.

8.3 Indemnity and insurance

- (a) To the extent permitted by law, the Company may indemnify each Relevant Officer against:
 - (i) a Liability of that person; and
 - (ii) Legal Costs of that person.
- (b) To the extent permitted by law, the Company may make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person.
- (c) To the extent permitted by law, the Company may pay, or agree to pay, a premium for a contract insuring a Relevant Officer against:
 - (i) a Liability of that person; and
 - (ii) Legal Costs of that person.
- (d) To the extent permitted by law, the Company may enter into an agreement or deed with:
 - (i) a Relevant Officer; or
 - (ii) a person who is, or has been an officer of the Company or a subsidiary of the Company,under which the Company must do all or any of the following:
 - (iii) keep books of the Company and allow either or both that person and that person's advisers access to those books on the terms agreed;
 - (iv) indemnify that person against any Liability of that person;
 - (v) make a payment (whether by way of advance, loan or otherwise) to that person in respect of Legal Costs of that person; and
 - (vi) keep that person insured in respect of any act or omission by that person while a Relevant Officer or an officer of the Company or a subsidiary of the Company, on the terms agreed (including as to payment of all or part of the premium for the contract of insurance).

9. Powers of the Company and Directors

9.1 General powers-

- (a) The Company may exercise in any manner permitted by the Corporations Act any power which a public company limited by guarantee may exercise under the Corporations Act.
- (b) The business of the Company is managed by or under the direction of the Directors.
- (c) The Directors may exercise all the powers of the Company except any powers that the Corporations Act or this Constitution requires the Company to exercise in general meeting.

9.2 Execution of documents

- (a) If the Company has a common seal, the Company may execute a document if that seal is fixed to the document and the fixing of that seal is witnessed by:
 - (i) 2 Directors;
 - (ii) a Director and a Secretary; or
 - (iii) a Director and another person appointed by the Directors for that purpose.
- (b) The Company may execute a document without a common seal if the document is signed by:
 - (i) 2 Directors;
 - (ii) a Director and a Secretary; or
 - (iii) a Director and another person appointed by the Directors for that purpose.
- (c) 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 9.2(a) or 9.2(b).
- (d) The Directors may resolve, generally or in a particular case, that any signature on certificates for Members may be affixed by mechanical or other means.
- (e) Negotiable instruments may be signed, drawn, accepted, endorsed or otherwise executed by or on behalf of the Company in the manner and by the persons as the Directors resolve.
- (f) Nothing in this provision prevents the Directors from resolving a different form of execution and witnessing of documentation, deeds, certificate or negotiable instrument.

9.3 Committees and delegates

- (a) The Directors may delegate any of their powers (including this power to delegate) to a committee of Directors, a Director, an employee of the Company or any other person.
- (b) The Directors may revoke or vary any power delegated under clause 9.3(a).

- (c) A committee or delegate must exercise the powers delegated in accordance with any directions of the Directors.
- (d) The exercise of a delegated power by the committee or delegate is as effective as if the Directors exercised the power.
- (e) clause 10 applies with the necessary changes to meetings of a committee of Directors.

9.4 Attorney or agent

- (a) The Directors may appoint any person to be attorney or agent of the Company for any purpose, for any period and on any terms (including as to remuneration) as the Directors resolve.
- (b) The Directors may delegate any of their powers (including the power to delegate) to an attorney or agent.
- (c) The Directors may revoke or vary:
 - (i) an appointment under clause 9.4(a); or
 - (ii) any power delegated to an attorney or agent.

10. Proceedings of Directors

10.1 Written resolutions of Directors

- (a) The Directors may pass a resolution without a meeting of the Directors being held if all the Directors entitled to vote on the resolution assent to a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document referred to in clause 10.1(a) may be used for assenting to by Directors if the wording of the resolution and the statement is identical in each copy.
- (c) A Director may signify assent to a document under this clause 10.1 by signing the document or by notifying the Company of the assent of the Director:
 - (i) in a manner permitted by clause 11.3; or
 - (ii) by any technology including telephone.
- (d) Where a Director signifies assent to a document under clause 10.1(c) other than by signing the document, the Director must by way of confirmation sign the document before or at the next meeting of Directors attended by that Director.
- (e) The resolution the subject of a document under clause 10.1(b) is not invalid if a Director does not comply with clause 10.1(d).

10.2 Meetings of Directors

- (a) The Directors may meet, adjourn and otherwise regulate their meetings as they think fit.
- (b) A meeting of Directors may be held using any technology consented to by a majority of the Directors.

- (c) If a meeting of Directors is held in 2 or more places linked together by any technology:
 - (i) a Director present at one of the places is taken to be present at the meeting unless and until the Director states to the chairperson of the meeting that the Director is discontinuing his or her participation in the meeting; and
 - (ii) the chairperson of that meeting may determine at which place the meeting will be taken to have been held.
- (d) The Directors will meet on at least two occasions each calendar year.

10.3 Who can call meetings of Directors

- (a) A Director may call a meeting of Directors at any time.
- (b) On request of any Director, a Secretary of the Company must call a meeting of the Directors.

10.4 How to call meetings of Directors

- (a) Notice of a meeting of Directors must be given to each Director.
- (b) A notice of meeting of Directors must:
 - (i) 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); and
 - (ii) state the general nature of the business of the meeting.
- (c) The Company must give not less than 48 hours notice of a meeting of Directors, unless all Directors agree otherwise.
- (d) A Director may waive notice of a meeting of Directors by notice in writing to the Company to that effect.

10.5 Quorum –

- (a) Subject to the Corporations Act, a quorum for a meeting of Directors is five (5):
- (b) A quorum for a meeting of Directors must be present at all times during the meeting.
- (c) If there are less than five (5) Directors elected to the Board at any particular time then a quorum for a meeting of Directors at that time shall be the total number of Directors elected to the Board.
- (d) If there are not enough persons to form a quorum for a meeting of Directors, one or more of the Directors (including those who have an interest in a matter being considered at that meeting) may call a general meeting of the Company and the general meeting may pass a resolution to deal with the matter.

10.6 Chairperson

- (a) The Directors may elect a Director as chairperson of Directors or deputy chairperson of Directors for any period they resolve, or if no period is specified,

until that person ceases to be a Director.

- (b) The Directors may remove the chairperson of Directors or deputy chairperson of Directors at any time.
- (c) The chairperson of Directors must (if present within 15 minutes after the time appointed for the holding of the meeting and willing to act) chair each meeting of Directors.
- (d) If:
 - (i) there is no chairperson of Directors; or
 - (ii) the chairperson of Directors is not present within 15 minutes after the time appointed for the holding of a meeting of Directors; or
 - (iii) the chairperson of Directors is present within that time but is not willing to chair all or part of that meeting,

then if the Directors have elected a deputy chairperson of Directors, the deputy chairperson of Directors must (if present within 15 minutes after the time appointed for the holding of the meeting and willing to act) chair all or part of the meeting of Directors.

- (e) Subject to clauses 10.6(c) and 10.6(d), if:
 - (i) there is no deputy chairperson of Directors; or
 - (ii) the deputy chairperson of Directors is not present within 15 minutes after the time appointed for the holding of a meeting of Directors; or
 - (iii) the deputy chairperson of Directors is present within that time but is not willing to chair all or part of that meeting,

the Directors present must elect one of themselves to chair all or part of the meeting of Directors.

- (f) A person does not cease to be a chairperson of Directors or deputy chairperson of Directors if that person retires as a Director at a meeting of Members and is re-appointed by a Member as a Director at that meeting.

10.7 Resolutions of Directors

- (a) A resolution of Directors is passed if more votes are cast in favour of the resolution than against it.
- (b) Subject to clause 7.5 and this clause 10.7, each Director has one vote on a matter arising at a meeting of the Directors.
- (c) Subject to the Corporations Act, in case of an equality of votes on a resolution at a meeting of Directors, the chairperson of that meeting has a casting vote on that resolution in addition to any vote the chairperson has in his or her capacity as a Director in respect of that resolution.

11. Notices

11.1 Notice to Members

- (a) The Company may give Notice to a Member:
- (i) in person;
 - (ii) by sending it by post to the address of the Member in the Register or the alternative address (if any) nominated by that Member;
 - (iii) by sending it to the fax number or electronic address (if any) nominated by that Member;
 - (iv) if permitted by the Corporations Act, by sending it by other electronic means (if any) nominated by that Member; or
 - (v) by any other means permitted by the Corporations Act.
- (b) If the address of a Member in the Register is not within Australia, the Company must send all documents to that Member by air-mail, air courier, email or by other agreed electronic communication.
- (c) Subject to the Corporations Act, a Notice to a Member is sufficient, even if:
- (i) a Cessation Event occurs in respect of that Member; or
 - (ii) that Member is an externally administered body corporate,
- and regardless of whether or not the Company has notice of that event.
- (d) Any Notice required or allowed to be given by the Company to one or more Members by advertisement is, unless otherwise stipulated, sufficiently advertised if advertised once in a daily newspaper circulating in the states and territories of Australia.

11.2 Notice to Directors

The Company may give Notice to a Director:

- (a) in person;
- (b) by sending it by post to the usual residential address of that person or the alternative address (if any) nominated by that person;
- (c) by sending it to the fax number or electronic address (if any) nominated by that person; or
- (d) by any other means agreed between the Company and that person.

11.3 Notice to the Company

A person may give Notice to the Company:

- (a) by leaving it at the registered office of the Company;
- (b) by sending it by post to the registered office of the Company;

- (c) by sending it to the fax number at the registered office of the Company nominated by the Company for that purpose;
- (d) by sending it to the electronic address (if any) nominated by the Company for that purpose; or
- (e) by any other means permitted by the Corporations Act.

11.4 Time of service

- (a) A notice sent by post to an address within Australia is taken to be given:
 - (i) in the case of a notice of meeting, three Business Days after it is posted; or
 - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- (b) A notice sent by post or air-mail to an address outside Australia is taken to be given:
 - (i) in the case of a notice of meeting, 10 Business Days after it is posted; or
 - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- (c) A notice sent by air courier to a place outside Australia is taken to be given 5 Business Days after delivery to the air courier.
- (d) A notice sent by fax is taken to be given on the Business Day it is sent, provided that the sender's transmission report shows that the whole notice was sent to the correct fax number.
- (e) If the Corporations Act permits a notice of meeting to be given to a Member by notifying the Member (using the nominated notification means of that Member):
 - (i) that the notice of meeting is available; and
 - (ii) how the Member may use the nominated access means of that Member to access the notice of meeting,

the notice of meeting is taken to be given on the Business Day after the day on which the Member is notified that the notice of meeting is available.
- (f) The giving of a notice by post, air-mail or air courier is sufficiently proved by evidence that the notice:
 - (i) was addressed to the correct address of the recipient; and
 - (ii) was placed in the post or delivered to the air courier.
- (g) A certificate by a Director or Secretary of a matter referred to in clause 11.4(f) is sufficient evidence of the matter, unless it is proved to the contrary.

11.5 Signatures

The Directors may decide, generally or in a particular case, that a notice given by the Company be signed by mechanical or other means.

Schedule 1 Exercise of powers

Where this Constitution confers a power or imposes a duty, then, unless the contrary intention appears, the power may be exercised and the duty must be performed from time to time as the occasion requires.

Schedule 2 Severing invalid provisions

If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that does not affect or impair:

- 1.1** the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
- 1.2** the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Constitution.