

**HEARING AID AUDIOLOGY SOCIETY OF
AUSTRALIA LTD (referred to as HAASA)**

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A Company Limited by Guarantee

Constitution

of

Hearing Aid Audiology Society of Australia Ltd hereafter referred to as **HAASA**

1. Interpretation

1.1 Definitions

In this Constitution:

Alternate Director means a person for the time being holding office as an alternate director of the Company under Clause 22.

Annual General Meeting means a yearly meeting between the directors and shareholders of the Company at which shareholders are asked to elect the directors, discuss any shareholder resolutions and approve the annual accounts of that year under Clause 19.

Appointor means in respect of an Alternate Director the Director who appointed the Alternate Director under Clause 21.

Business Day means a day which is not a Saturday, Sunday or public holiday in the State.

Business Hour means any time between 9.00am and 5.00pm on a Business Day.

Chairperson means the person elected as the chairperson in accordance with Clause 21.8(a).

Company means the company named above whatever its name may be from time to time.

Corporation means any body corporate, whether formed or incorporated within or outside the State.

Director means a Director for the time being of the Company.

Executive Director means a Director who is an employee (whether full time or part time) of the Company or of any related body corporate of the Company.

in writing means any mode of representing or reproducing words in a visible form including by electronic means.

Law means the *Corporations Act 2001* (Cth) or any other statutory modification, amendment or re-enactment thereof for the time being in force and applicable to the Company and any reference to any provision thereof is to that provision so modified, amended or re-enacted; and includes any other law governing corporations.

Managing Director means a person holding office as a managing director of the Company under Clause 20.

Member means a person admitted to membership of the Company in accordance with this Constitution.

Office means the registered office for the time being of the Company.

Officer in respect of the Company has the meaning given in s9 of the Law.

Purposes means the purposes and objects of the Company as set out in clause 5.

Register means the register of Members kept under the Law.

Representative means a person appointed as a representative of a body corporate pursuant to Section 250D of the Law.

Seal means the common seal of the Company (if any).

Secretary means the secretary for the time being of the Company, and if there are joint secretaries, any one (1) or more of such joint secretaries.

State means the State of Victoria.

Subscriber means a person specified in the application for the Company's registration under the Law as a person who consents to become a Member.

1.2 Interpretation

In this Constitution:

- (a) headings are for convenience only and do not affect meaning; and unless the contrary intention appears;
- (b) words importing the singular number include the plural number and vice versa;
- (c) words importing any gender include all other genders;
- (d) a reference to a person includes a corporation, a partnership, a body corporate, an unincorporated association and a statutory authority;
- (e) where any word or phrase is given a defined meaning any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning;
- (f) a reference to a Clause is to a clause of this Constitution; and
- (g) any power, right, discretion or authority conferred upon any person or groups of persons under this Constitution may be exercised at any time and from time to time.

1.3 Hearing services professionals

A reference to "hearing services professionals" includes persons holding academic and/or professional qualifications that qualify them to practice as audiometrists and/or audiologists as approved by the Directors from time to time.

2. Application of Corporations Act

Except so far as a contrary intention appears anywhere in this Constitution:

- (a) an expression used in a particular Part or Division of the Law which is given a special meaning by any provision of that Part or Division for the purposes of that Part or Division (or any part thereof) has, in any of this Constitution which deals with a matter dealt with by that Part or Division (or part thereof), the same meaning as in that Part or Division;
- (b) an expression which is given a general meaning by any provision of the Law has the same meaning in this Constitution; and
- (c) 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:

- (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
- (ii) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Constitution.

3. Objects

The objectives of the Company are the Purposes set out in Clause 5.

4. Powers

Solely for the purpose of carrying out these objects and not otherwise, the Company has the power to do all such things as are necessary, incidental or conducive to the attainment of these objects and, for that purpose, the Company has all legal capacity and powers to the fullest extent permitted by Law.

5. Purposes

The purpose of the Company is to regulate and support the practice of hearing services professionals, and provide educational and training support and services to them, for the purpose of ensuring the uniform delivery of high quality care throughout Australia providing services to the general public and those persons with hearing health needs and in particular:

- (a) To support the professional development of its Members in order that they will continue to deliver quality hearing services to the hearing impaired community;
- (b) To maintain, evaluate and improve the clinical competency and ethical standards relevant to hearing services professionals;
- (c) To ensure qualifications and clinical standards of Members meet the requirements of the Company and industry best practice;
- (d) To promote cooperation with members of the medical and other allied health professions;
- (e) To improve the communication ability of the hearing impaired community so as to increase their enjoyment of life;
- (f) To ensure accurate information is disseminated to the public in regard to hearing health care;
- (g) To provide relevant continuing education events and facilities for the members of the Company;
- (h) To liaise with and assist similar organisations to further enhance the quality of services delivered to the hearing impaired community;
- (i) To subscribe to, amalgamate with, become a member of or cooperate with any Company or organisation, whether incorporated or not, whose objectives are wholly or in part similar to those of the Company;
- (j) In furtherance of the objectives of the Company, to buy, sell or provide items and literature the Members of the Company may find of benefit;
- (k) To purchase, lease or hire any lands, buildings, easements or property, capable of being conveniently used in connection with any of these aims. In case the

Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with the same in such manner as is allowed by Law having regard to such trusts;

- (l) To enter into arrangements with any Government authority that may be conducive to the Company's objects and to obtain from any such Government authority any rights, privileges and concessions which the Company thinks it beneficial and ethical to obtain;
- (m) To appoint, employ or remove any staff as may be necessary or convenient for the purposes of the Company;
- (n) To establish and support or aid Societies, institutions, funds or trusts, calculated to benefit of the community by way of charitable or benevolent projects, or for any public, general or useful objective;
- (o) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem likely, whether directly or indirectly, to advance the Company's interests, and contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;
- (p) To invest and deal with the money of the Company not immediately required in such manner as may be permitted by Law for the investment of trust funds;
- (q) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures or otherwise charged upon all or any of the Company's property (both present and future), and to purchase, redeem or pay off any such securities;
- (r) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (s) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company;
- (t) To take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Company's property of whatsoever kind sold by the Company, or any money due to the Company from purchasers or others;
- (u) To take any gift of property permitted by this Constitution whether subject to any special trust or not, for any one or more of the aims of the Company;
- (v) To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the form of donations, annual subscriptions or otherwise;
- (w) To print and publish any newspaper, periodicals, books or leaflets that the Company may think desirable for the promotion of its aims;
- (x) To make donations for charitable purposes;
- (y) To do all such other things as are incidental or conducive to the attainment of the aims and the exercise of the powers of the Company.

6. Not-for-Profit

The income and property of the Company will be used and applied solely in promotion of its objects and no portion will be distributed, paid or transferred directly or indirectly by way of dividend, bonus or by way of profit to members or Directors; and

- (a) nothing contained in this Constitution will prevent the payment in good faith of remuneration to any Officer, employee or Member of the Company (including any firm or corporation in which any such Officer, employee or Member has an interest) in return for any services actually rendered or for any goods supplied to the Company in the ordinary and usual way of business, nor prevent the payment of interest, in good faith, on money borrowed by the Company from any Member, or reasonable and proper rent for the premises let by any Member to the Company;
- (b) except as provided by Clause 6(a) no Director of the Company (other than the Executive Director if he or she is a Director and provided any necessary approval under any applicable legislation relating to charities and charitable fundraising in each State and Territory of Australia has been obtained) will be paid any fee, commission, honorarium or other remuneration for acting as a Director other than reasonable out of pocket expenses.

7. Contributions of Members

Each Member of the Company undertakes to contribute to the property of the Company, in the event of the Company being wound up while that person is a Member or within one (1) year after that person ceases to be a Member, for payment of the debts and liabilities of the Company contracted before that person ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding \$1.00.

8. No distribution of Property

If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, the same will not be paid to or distributed among the Members of the Company, but will be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and whose constitution or rules prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company under this Constitution, such institution or institutions to be determined by the Members of the Company at or before the time of the dissolution and in default thereof by application to such court as may have or acquire jurisdiction in the matter.

9. Membership

9.1 Members

The Subscribers and such other persons as the Directors shall admit to membership of the Company in accordance with this Constitution will be Members of the Company, in the following categories:

- (a) **Full Member:** A Full Member is a Member who has satisfied and meets all professional and educational requirements to practice as a hearing services professional in an Australian State or Territory, and is entitled to vote at meetings of Members to and to receive notice of meetings;
- (b) **Associate Member:** An Associate Member is a Member that is working towards meeting the requirements as provided for in (a) but has not yet achieved that status, and is entitled to vote at meetings of Members and to receive notice of

meetings;

- (c) **Associate Member (Overseas Qualification):** An Associate Member (Overseas Qualification) is a Member that is working towards meeting the requirements as provided for in (a) but has not yet achieved that status and have had formal training overseas, and is entitled to vote at meetings of Members and to receive notice of meetings;
- (d) **Student Member:** A Student Member is a Member that has started the process towards membership as provided for in (a) but is still in the formal training or educational process, and is entitled to vote at meetings of Members and to receive notice of meetings;
- (e) **Affiliate Member:** A hearing services professional, whether or not currently practising, or any other person who is interested in participating in events run by the Company, including conferences, training, receiving publications and professional functions, and is not entitled to vote at meetings of members although they are entitled to receive notice of meetings;
- (f) **Fellow Member:** A Fellow Member is a Full Member as outlined in (a) and has been given an Honorary title in recognition of exemplary service to the Company, or to the hearing aid industry, or the hearing-impaired community, and is entitled to vote at meetings of Members and to receive notice of meetings;
- (g) **Retired Fellow:** A Retired Fellow is recognised with an honorary title as in (f) but has entered retirement, and is entitled to vote at meetings of Members and to receive notice of meetings;
- (h) **Honorary Life Member:** An Honorary Life Member is the only category that does not require meeting the requirements of (a) and can be bestowed by a vote of the Directors to any individual they recognise as providing exemplary service to the Company, or to the hearing aid industry, or the hearing-impaired community, but is not entitled to vote at meetings of Members although they may receive notice of meetings.

9.2 Application for Membership

Every applicant for membership of the Company (other than the Subscribers) must execute and deliver to the Company an application for membership in such form as the Directors from time to time determine together with the application fee (if any) determined by the Directors. The membership request must be accompanied by an application fee as set out by the directors from time to time. The payment of the application fee does not guarantee membership.

9.3 Further Information

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

9.4 Determination of Directors

The Directors must determine the admission or rejection of an applicant for membership of the Company. The Directors may reject an application for membership of the Company without giving any reason for the rejection.

9.5 Application Fee

- (a) Persons who provide their time and/or services to the Company on a voluntary basis are not required to pay an application fee upon applying for membership.
- (b) Persons who make a donation or a pledge to the Company (being no less than the

applicable annual membership fee plus, in the case of a new Member, the application fee) are not required to pay any other application fee upon applying for membership.

- (c) An application fee paid (if any, as the case may be) by each applicant will not affect or alter the rights or entitlements attaching to that membership.
- (d) The Directors may from time to time determine to alter the application fee payable by applicants on application for membership of the Company.

9.6 Notification of Acceptance

- (a) When an applicant has been accepted for membership of the Company, the Secretary or his/her nominee must forthwith send to the applicant written notice of the applicant's acceptance and must enter the applicant's name in the Register.
- (b) When an application for membership of the Company is rejected, the Secretary must forthwith send to the applicant written notice of such rejection and the application fee paid by such applicant must be refunded to him or her in full.

9.7 Certificates

A certificate of membership of the Company may be issued by the Company to any Member. Such certificate must remain the property of the Company and on demand in writing by the Secretary must be returned to the Company.

9.8 Membership not Transferable

Membership of the Company shall not be transferable whether by operation of law or otherwise and all rights and privileges of membership of the Company shall cease upon the person ceasing to be a Member whether by resignation, death, winding up or otherwise.

10. Fees and Levies

10.1 Fees

Members must pay annual membership fees and such other fees in such amounts and at such times as the Directors may from time to time determine.

10.2 Levies

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

10.3 Different Fees or Levies Payable

In determining fees or levies under this Clause 10, the Directors may differentiate between classes of Members as to the amounts of fees or levies payable.

11. Variation of Members' Rights

11.1 Consent or Special Resolution of Members in Class

If at any time the rights attached to the membership of HAASA Ltd should be varied or cancelled (unless otherwise provided by the Constitution or by the terms of that class):

- (a) by special resolution passed at a separate meeting of at least 75% of the votes of the class of members whose rights are being varied or cancelled; or

- (b) by written resolution of at least 75% of the members in that class.

If at any time the membership of the Company is divided into different classes of members, the rights attached to any class may be varied or cancelled (unless otherwise provided by this Constitution or by the terms of grant of membership of that class):

- (a) with the written consent of Members with at least 75% of the votes in that class; or
- (b) by special resolution passed at a separate meeting of the class of members whose rights are being varied or cancelled.

11.2 Rules Applying to Meetings of Class Members

- (a) The provisions from time to time contained in this Constitution concerning meetings will apply, so far as they are capable of application and with the necessary changes, to every meeting held under Clause 11.1 but so that the necessary quorum shall be eight (8) Members of the class or a proxy or attorney or Representative of such a Member or if there are fewer than 8 Members at least 75% of the total number of Members. Any Member of the class present in person or by proxy, attorney or Representative may demand a poll.
- (b) The provisions from time to time contained in this Constitution concerning meetings will apply, so far as they are capable of application and with the necessary changes, to every meeting held under Clause 11.1 but so that the necessary quorum shall be at least 75% of the class or a proxy or attorney or Representative of such a Member. Any Member of the class present in person or by proxy, attorney, or Representative may demand a poll.

12. Cessation of Membership

12.1 Non Payment of Fees or Levies

If any fees or levies payable by a Member remain unpaid for a period of two (2) calendar months after notice of such default is given to the Member by the Company, the Directors by resolution may suspend all the privileges of membership (including the right to vote) of that Member, provided that the Directors may reinstate the privileges of membership of that Member on payment of all arrears if the Directors think fit to do so.

12.2 Cessation of Membership

A Member's membership of the Company will cease:

- (a) if the Member resigns that membership by giving notice in writing addressed to the Secretary of the Company and such resignation shall be effective from the date of receipt of the notice by the Secretary;
- (b) if the membership of the Member is terminated under Clause 12.4 and such termination shall be effective from the date of the resolution of the Directors;
- (c) in the case of a Member who is an individual if:
 - (i) the Member dies; or
 - (ii) the Member is declared by a practicing medical practitioner duly qualified to make such a declaration to be of unsound mind or his person or estate is liable to be dealt with in any way under the laws relating to mental health.

12.3 Continuing Rights and Liabilities

- (a) The termination of a Member's membership (whether by resignation, expulsion or otherwise) will not in any way prejudice, lessen or affect the rights, duties, liabilities and obligations of a Member whether they:
 - (i) arise under this Constitution or otherwise; and
 - (ii) are existing at the date of such termination or may arise or crystallise after that date out of or by reason of facts or circumstances occurring or in existence at or before that date.
- (b) Without limiting the generality of Clause 12.3(a), termination of a Member's membership will not relieve a Member from any obligation to record or account for or pay any levies or fees referred to in Clause 10.

12.4 Non Compliance with Constitution, Misconduct

- (a) If any Member:
 - (i) willfully refuses or neglects to comply with the provisions of this Constitution; or
 - (ii) is found to be guilty of any conduct which in the opinion of the Directors is unbecoming of the Member or prejudicial to the interests of the Company, the Directors may by resolution censure, suspend or expel the Member from the Company following a formal Peer Review process.
- (b) Any Member who is proposed to be censured, suspended or expelled must, subject to any code of conduct or Peer Review process that has been adopted by the Directors:
 - (i) be given at least one (1) week's notice of the meeting of the Directors at which such a resolution is to be put which must state the nature of the allegations against the Member and the intended resolution; being either that the directors deem no action is required OR that the member is to be reviewed by his/her Peers via the formal Peer Review process.
 - (ii) the member must have the opportunity of giving orally or in writing any explanation or defence the Member may think fit at such meeting, before the passing of any resolution for censure, suspension or expulsion which is to follow the formal Peer Review process.
 - (iii) on conclusion of the Peer Review Process the panel will report to the board of Directors with its findings and recommendation at which time the directors have the sole discretion to apply any penalty it deems appropriate.
- (c) The member has a right of Appeal.

13. Powers of Company and its Directors

13.1 Directors have Powers of the Company

- (a) The management of the business and affairs of the Company is vested in the Directors.
- (b) The Directors may exercise all powers and do all such acts and things which the Company is authorised or permitted to exercise and do and which are not by this Constitution or by statute directed or required to be exercised or done by the Company in general meeting.

- (c) The operation and effect of this Clause 13.1 are not limited in any way by Clause 13.2 to 13.9.

13.2 Directors May Exercise Company's Power to Borrow

The Directors may exercise all the powers of the Company to borrow or raise money, to charge any property or business of the Company, to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person, to guarantee or to become liable for the payment of money or the performance of any obligations by any other person.

13.3 Directors May Exercise Power to Give Security

The Directors may exercise the powers conferred on them by Clause 13.2 in such manner and upon terms and conditions in all respects as they think fit, and in particular but without limiting the generality of the foregoing, by the issue of any debenture, debenture stock (perpetual, redeemable or otherwise), bonds, notes, charge, bill of sale, debt instrument or other security on the whole or any part of the property of the Company (both present and future).

13.4 Debentures May be Issued at Discount or Premium

Any debentures, debenture stock, bonds, notes, other security or debt instrument may be issued by the Company at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, conversion, allotment of shares, attending and voting at general meetings of the Company, appointment of directors, or other matter.

13.5 Assignability of Debentures

Debentures, debenture stock, bonds, notes, charges, bills of sale, other securities or debt instruments issued or given by the Company may be made assignable free from any equities between the Company and the person to whom the same may be issued.

13.6 Commission on Issue of Debentures

The Company may pay a commission to any person for subscribing or agreeing to subscribe for or procuring or agreeing to procure subscriptions for any debentures, debenture stock, bonds, notes, other securities or debt instruments of the Company.

13.7 Security from Company for Directors

If the Directors or any of them or any other person become or are about to become personally liable for the payment of any sum due from the Company, the Directors may execute or cause to be executed any mortgage, charge, bill of sale or security over or affecting the whole or any part of the assets of the Company in order to secure the Directors or persons so becoming liable from any loss in respect of such liability.

13.8 Directors May Appoint Attorney or Agent

- (a) The Directors may, by resolution, power of attorney, or other written instrument, appoint any person or persons, including any as described in Clause 25.3, to be attorney or agent of the Company for such purposes, with such powers, authorities and discretions being powers, authorities and discretions vested in or exercisable by the Directors for such period and subject to such conditions as they think fit.
- (b) The appointment may be on such terms for the protection and convenience of persons dealing with the attorney or agent as the Directors think fit and may also authorise the attorney or agent to delegate all or any of the powers, authorities and discretions vested in him.

13.9 Cheques and negotiable instruments

All cheques, promissory notes, banker's drafts, bills of exchange and other negotiable instruments signed, drawn, accepted, endorsed or otherwise executed by the Company, and all receipts for money paid to the Company, will be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner and by such persons as the Directors determine.

14. General Meetings

14.1 Convening of General Meeting

- (a) The Directors may convene a meeting of the Company's Members whenever they think fit.
- (b) The Directors will convene a general meeting on the request of Members in accordance with section 249D of the Law.
- (c) A general meeting may be convened by the Members in accordance with section 249E and 249F of the Law.

14.2 Annual General Meeting

Annual general meetings will be held in compliance with the Law.

14.3 Notice Period

Subject to the provisions of the Law relating to agreements for shorter notice, at least twenty-one (21) days' notice must be given of a meeting of the Company's Members.

14.4 Contents of Notice

A notice of a meeting of the Company's Members will specify:

- (a) the place, day and time of the meeting (and, if the meeting is to be held in two (2) or more places, the technology that will be used to facilitate this);
- (b) the general nature of the meeting's business;
- (c) in the case of an election of Directors, the names of the candidates for election; and
- (d) such other information as is required by the Law.

14.5 Failure to Give Notice

Subject to the Law, the accidental omission to give notice of any meeting of the Company's Members to or the non receipt of that notice by any of the Members will not invalidate any resolution passed at that meeting.

14.6 Notice of Adjourned Meeting in Certain Circumstances Only

- (a) Whenever a meeting of the Company's Members is adjourned for less than twenty-one (21) days, no further notice of the time and place of the adjourned meeting need be given.
- (b) Whenever a meeting of the Company's Members is adjourned for twenty-one (21) days or more, at least three (3) days' notice of the time and place of the adjourned meeting will be given to Members.

14.7 Persons Entitled to Notice of General Meeting

Notice of every general meeting of the Company will be given in a manner authorised by Clause 30.1 and in accordance with the Law:

- (a) every Member;
- (b) every Director and Alternate Director; and
- (c) the auditors of the Company.

No other person is entitled to receive notices of general meetings.

14.8 Persons Entitled to Attend General Meetings

- (a) All Members are entitled to attend meetings of the Company's Members as well as any other persons entitled to attend under the Law.
- (b) The chairperson may require any person to leave and remain out of any meeting who in the opinion of the chairperson is not complying with his or her reasonable directions.

14.9 Postponement or Cancellation of Meeting

The Directors may whenever they think fit postpone or cancel any meeting of the Company's Members other than a meeting convened under Clause 14.1(b) or 14.1(c).

15. Proceedings at General Meetings

15.1 Business of Annual General Meeting

The business of an annual general meeting is:

- (a) to receive and consider the annual financial report and any other accounts;
- (b) reports and statements as are required to be laid before the meeting;
- (c) to elect Directors in the place of those retiring;
- (d) to determine the remuneration of the Directors; and
- (e) to transact any other business which under this Constitution or by the provisions of the Law ought to be or may be transacted at an annual general meeting.

15.2 Special Business

- (a) All other business transacted at an annual general meeting and all business transacted at any other meeting of the Company's Members will be deemed special.
- (b) Except pursuant to the provisions of the Law, with the prior approval of the Directors, or with the permission of the chairperson, no person may, as regards any special business of which notice has been given, move at any meeting of the Company's Members any resolution (other than a resolution in the same terms as specified in that notice) or any amendment of a resolution.

15.3 Quorum

- (a) A quorum for a general meeting is eight (8) persons, each being a Member, or a proxy of a Member, or attorney of a Member, or a Representative entitled to vote at that meeting.

- (b) For the purposes of determining whether a quorum is present:
 - (i) where a Member appoints more than one (1) proxy or attorney or Representative, only one (1) such proxy, attorney or Representative will be counted; and
 - (ii) a Member who is present in their own capacity and as a proxy, attorney or Representative of another Member will be counted only once.
- (c) No business can be transacted at any meeting of the Company's Members unless the requisite quorum is present at the commencement of the meeting.
- (d) If a quorum is present at the beginning of a meeting of the Company's Members it is deemed present throughout the meeting unless the chairperson otherwise declares on the chairperson's own motion or at the instance of a Member, the attorney of a Member, the proxy of a Member, or a Representative.

15.4 Chairperson

- (a) The Directors may elect an individual to preside as chairperson at every meeting of the Company's Members of the Company.
- (b) If there is no such chairperson, or if at any meeting of the Company's Members such person is not present within fifteen (15) minutes of the time appointed for holding the meeting or willing to act for all or part of the meeting, the Director or Directors present may choose another Director as chairperson of the meeting (or part of it). If no Director is present or if all Directors present decline to act as chairperson for all or part of the meeting, the Members present may choose one of their number to be chairperson of the meeting (or part of it).
- (c) If half an hour after the time appointed for a meeting of the Company's Members a quorum is not present, a meeting convened by the Directors on a request of Members or by the Members as is provided by the Law will be dissolved, but in any other case the meeting will be adjourned to such other day, time and place as the Directors may by notice to the shareholders appoint, but failing such appointment, then to the same day in the next week at the same time and place as the meeting adjourned.

15.5 Dissolution of Adjourned General Meeting if Quorum Absent

If at any adjourned general meeting a quorum is not present after half an hour from the time appointed for that adjourned general meeting, then the meeting must be dissolved.

15.6 Chairperson has Casting Vote

In the case of an equality of votes at any general meeting, the chairperson has a casting vote both on a show of hands and on a poll, in addition to the vote or votes to which the chairperson is entitled as a Member, proxy or attorney of a Member or Representative.

15.7 Voting: Show of Hands or Poll

At any meeting of the Company's Members a resolution put to the vote of the meeting will be decided on a show of hands unless before a vote is taken or before or immediately after the declaration of the result of the show of hands a poll is demanded:

- (a) by the chairperson;
- (b) by at least five (5) Members, present in person or by proxy or attorney or by a Representative, having the right to vote at the meeting; or
- (c) by any Member or Members, present in person or by proxy or attorney or by a

Representative, who are together entitled to at least five (5) percent of the votes that may be cast on that resolution on a poll,

but no poll will be demanded on any resolution concerning the election of a chairperson of a meeting or the adjournment of any meeting.

15.8 Questions Decided by Majority or Poll

Subject to the requirements of the Law in relation to special resolutions, a resolution will be taken to be carried if the proportion that the number of votes in favour of the resolution bears to the total number of votes on the resolution exceeds one-half.

15.9 Declaration by Chairperson that Resolution Carried

A declaration by the chairperson that a resolution has on a show of hands been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the Company will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

15.10 Conduct of Poll

- (a) If a poll has been demanded under this Constitution before the chairperson's declaration, it will be taken in such manner and at such time and place as the chairperson directs, and either at once or after an interval or adjournment or otherwise.
- (b) The result of the poll will be deemed to be the resolution of the general meeting at which the poll was demanded.
- (c) The demand for a poll may be withdrawn.

15.11 Continuation of Meeting Notwithstanding Poll

The demand for a poll will not prevent the continuance of the meeting or the transaction of any business other than the resolution on which a poll has been demanded.

15.12 Adjournment of General Meetings

- (a) The chairperson will adjourn a meeting of the Company's Members from time to time and from place to place; if the Members present with a majority of votes that may be cast at that meeting agree or direct the chairperson to do so.
- (b) No business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

15.13 General Conduct of Meetings

- (a) Subject to the requirements of the Law, the chairperson will be responsible for the general conduct of general meetings and for the procedures to be adopted at general meetings.
- (b) The chairperson may make rulings, adjourn the meeting without putting the question (or any question) to the vote if such action is required to ensure the orderly conduct of the meeting.
- (c) The chairperson may require the adoption of any procedures which are in the chairperson's opinion necessary or desirable for the proper and orderly casting or recording of votes at any general meeting of the Company, whether on a show of hands or on a poll.

- (d) The chairperson may determine conclusively any dispute concerning the admission, validity or rejection of a vote.
- (e) Persons in possession of visual recording, pictorial-recording or sound-recording devices or placards, banners or articles considered by the Directors or the chairperson to be dangerous, offensive or liable to cause disruption, or persons who refuse to produce or to permit examination of any articles in their possession or the contents thereof, may be refused admission to any general meeting or may be required to leave and remain out of the meeting.
- (f) Nothing contained in this Clause 15 will be taken to limit the powers conferred on the chairperson by law.

16. Votes at General Meetings

16.1 Number of Votes

- (a) Subject to any special rights or restrictions for the time being attaching to any class of Members, and this Constitution, on a show of hands at a meeting of the Company's Members every person present who is either a Member, a proxy, an attorney or a Representative of a Member has one (1) vote; and
- (b) on a poll at a meeting of the Company's Members every Member (not being a corporation) present in person or by proxy or attorney and every Member (being a corporation) present by a Representative or by proxy or attorney has one (1) vote.

16.2 Votes of Incapacitated Member

If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, the Member's committee or trustee or such other person as properly has the management of the Member's estate may exercise any rights of the Member in relation to a meeting of the Company's Members as if the committee, trustee or other person were the Member.

16.3 No Vote if Fees Unpaid

Notwithstanding this Constitution, a Member will not be entitled to vote on any question, either personally, by proxy, by attorney, or by a Representative at any meeting of the Company's Members, or on a poll if the Directors have so resolved pursuant to Clause 12.1 and such entitlement to vote has not been reinstated in accordance with Clause 12.1.

16.4 Chairperson to Determine Disputes re Votes

In the case of any dispute as to the admission or rejection of a vote, the chairperson may determine the dispute and such determination made in good faith will be conclusive.

16.5 Objections to Qualification to Vote

- (a) No objection to the qualification of any person to vote will be raised except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at that meeting is valid for all purposes.
- (b) Any objection to the qualification of any person to vote at a meeting of the Company's Members made in due time will be referred to the chairperson, whose decision made in good faith is final and conclusive.

16.6 Proxy Not to Vote if Member Present

If a Member is present at a meeting of the Company and a proxy or attorney for such Member is also present, the proxy or attorney is not in respect of the membership to which the proxy or attorney relates entitled to vote on a show of hands or on a poll.

16.7 When Numerous Proxies or Representatives are Present

If more than one (1) proxy or attorney or Representative for a Member is present at a meeting of the Company, none of them will be entitled to vote on a show of hands, or on a poll.

16.8 No Vote if Contrary to Law

Notwithstanding any other Clause, a Member shall not be entitled to vote, and any vote purported to be cast by the Member or any proxy, attorney or Representative for the Member, shall be disregarded on a particular resolution where such a vote is prohibited by the Law.

17. Proxies and Representatives

17.1 Right to Appoint Proxy/Attorney

- (a) A Member is entitled to appoint another member as the Member's proxy or attorney as the case may be to attend and vote instead of the Member at the meeting.
- (b) A proxy or attorney may be appointed for all meetings or for any number of meetings or for a particular purpose.

17.2 Proxy or Attorney will be Written

- (a) An instrument appointing a proxy or attorney:
 - (i) will be in writing executed under the hand of the appointer or of the appointer's attorney duly authorised in writing or, if the appointer is a corporation, under its common seal or the hand of its duly authorised attorney or in a manner permitted by the Law; and
 - (ii) may contain directions as to the manner in which the proxy or attorney, as the case may be, is to vote in respect of any particular resolution or resolutions.
- (b) A facsimile of a written appointment of a proxy or a power of attorney is valid, unless the notice of meeting of the Company's Members to which the appointment relates requires production of the written appointment at the meeting and that requirement is not complied with.

17.3 Directors or Chairperson Decide Validity

Subject to the Law, the Directors' or chairperson's decision as to the validity of a proxy or power of attorney or a facsimile thereof will be final and binding.

17.4 Authority Conferred on Proxy or Attorney

Unless otherwise provided in the instrument, an instrument appointing a proxy or attorney will be taken to confer authority:

- (a) to agree to a meeting being convened by shorter notice than is required by the Law or by this Constitution;
- (b) to agree to a resolution being proposed and passed as a resolution at a meeting of which less than twenty-one (21) days' notice has been given;
- (c) even though the instrument may refer to specific resolutions and may direct the proxy or attorney how to vote on those resolutions:
 - (i) to vote on any amendment moved to the proposed resolutions and on any

motion that the proposed resolutions not be put or any similar motion; and

- (ii) to vote on any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the meeting;
- (d) to speak on any proposed resolution on which the proxy or attorney may vote; and
- (e) to demand or join in demanding a poll on any resolution on which the proxy or attorney may vote.

17.5 Power of Attorney and Proxy Form to be Deposited Before Meeting

An instrument appointing an attorney or a proxy and, the power of attorney or other authority (if any) under which it is signed or a copy of that power or authority certified as a true copy by statutory declaration or a facsimile of any of the documents referred to in this Clause, will be deposited at the Office not less than forty-eight (48) hours before the time scheduled for commencement of the meeting (or any adjournment of that meeting) at which the person named in the instrument intends to vote.

17.6 Vote by proxy valid notwithstanding intervening death etc. of Member

A vote given in accordance with the terms of an instrument appointing a proxy or attorney will be valid notwithstanding the previous death or unsoundness of mind of the principal, or revocation of the proxy or power of attorney if no intimation in writing of the death, unsoundness of mind or revocation has been received at the Office, not less than forty-eight (48) hours before the time scheduled for the commencement of the meeting at which the person named in the proxy or power of attorney, as the case may be, intends to vote.

17.7 Member May Indicate Whether Proxy is to Vote for or Against Resolution

- (a) Any form of proxy sent out by the Company to Members in respect of a proposed general meeting of Members will make provision for the Member to indicate whether the Member wishes to vote for or against any resolution.
- (b) The Member may but need not give an indication or direction as to the manner in which a proxy is to vote in respect of a particular resolution.
- (c) Where an indication or direction is given, the proxy is not entitled to vote on the resolution on behalf of that Member except in accordance with that indication or direction.

17.8 Form of Proxy/Attorney

Every instrument appointing a proxy or attorney whether for a specified meeting or otherwise will be in such form as the Directors may prescribe or accept.

17.9 Failure to Name Appointee

Any instrument of proxy in which the name of the appointee is not filled in will be deemed to be given in favour of the chairperson or such other person as is nominated by the Directors in the notice convening the relevant meeting of the Company's Members.

17.10 Proof of Appointment or Revocation of Appointment of Representative

A certificate:

- (a) under the seal of the Corporation;
- (b) signed by two (2) directors of the Corporation (or where the Corporation has only one (1) director, signed by that director); or

- (c) signed by one (1) director and one (1) secretary of the Corporation;

or such other document as the chairperson of the meeting in his or her sole discretion considers sufficient will be prima facie evidence of the appointment or of the revocation of the appointment (as the case may be) of a Representative.

18. Appointment, Removal and Remuneration of Directors

18.1 Number of Directors

- (a) Subject to Clause 18.1(b), the number of Directors will subject to any applicable legislation be such number not less than four (4) nor more than twelve (12) as the Directors may determine, provided that the Directors shall not reduce the number of Directors below the number in office at the time of such determination.
- (b) The Company in general meetings may by ordinary resolution increase or reduce the maximum or minimum number of Directors, provided that the minimum will not be less than three (3).
- (c) The first Directors will be appointed by the Subscribers or a majority of them.
- (d) The Directors will be elected to office for a two (2) year term subject to Clause 18.1.
- (e) Directors of HAASA Ltd can not concurrently and for the proceeding twelve (12) months hold executive or directorship or paid positions of another like entity.

18.2 Limited Ability of Directors to Act During Vacancies

The continuing Directors may act notwithstanding any vacancy in their number; but for as long as the number of Directors is below the minimum fixed by this Constitution, the Directors will not act except in emergencies or for the purpose of filling up vacancies or convening a general meeting of the Company.

18.3 Director must be a Member

A Director must be a Member of the Company.

18.4 Directors May Attend and Speak at General Meetings

A Director is entitled to receive all notices to be served or given under Clause 30 and is entitled to attend and speak at all meetings the subject of such notices and at every meeting of every class of membership.

18.5 Directors May Fill Casual Vacancies and May Appoint Additional Directors

- (a) The Directors have power to appoint any person as a Director either to fill a casual vacancy or as an addition to the Directors, but the total number of Directors will never exceed the maximum number fixed by this Constitution.
- (b) Any Director so appointed will retire at the next following annual general meeting of the Company and will then be eligible for re election.

18.6 Appointment of Directors by General Meeting

Subject to the provisions of this Constitution, the Company in general meeting may by ordinary resolution appoint new Directors.

18.7 Resignation of Directors

A Director may resign from office on giving the Company notice in writing.

18.8 Removal of Directors by General Meeting

Subject to the Law, the Company in general meeting convened on at least twenty-one (21) days' notice may by ordinary resolution:

- (a) remove any Director; and
- (b) appoint another qualified person in place of that Director.

18.9 Vacation of Office of Director: Automatic

The office of a Director is vacated if that Director:

- (a) is declared by a practicing medical practitioner duly qualified to make such a declaration to be 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;
- (b) is absent without the consent of the Directors from all meetings of the Directors held during a period of three (3) months and the Directors resolve that his or her office be vacated;
- (c) resigns the office of Director in accordance with Clause 18.7 or 20.3;
- (d) is removed under the provisions of Clause 18.8 or 20.4;
- (e) ceases to be a Director by virtue of Clause 20.4;
- (f) becomes bankrupt or suspends payment or liquidates by arrangement or compounds with or assigns his or her estate for the benefit of his or her creditors; or
- (g) otherwise ceases to be, or becomes prohibited from being, a Director by virtue of the Law.

19. Retirement of Directors

19.1 Retirement of Directors at Annual General Meetings

At every Annual General Meeting, one third of the Directors (or if there is an uneven number, rounded up to the next even number) shall retire from office each year and will be eligible for re election.

19.2 Retiring Director Stays for Meeting

A Director retiring will retain office until the dissolution or adjournment of the general meeting at which that Director retires.

19.3 Election of Directors by General Meeting

Subject to the provisions of this Constitution, the Company in general meeting at which any Director retires or at the conclusion of which any Director ceases to hold office may fill up all or any of the vacated offices by electing a like number of persons to be Directors.

19.4 Director May Continue if Place not Filled

If the vacated office is not filled by election, the retiring Director, if offering himself or herself for re election and not being disqualified under the Law from holding office as a Director, is deemed to have been re elected unless at that meeting:

- (a) it is expressly resolved not to fill the vacated office at that time; or

- (b) a resolution for the re election of that Director is put and lost.

19.5 Nomination of Directors for Office

- (a) No person other than a Director retiring in accordance with this Constitution is eligible for election to the office of Director at any general meeting unless in the case of a person whose nomination is recommended by the Directors, at least twenty-one (21) days, and in any other case, at least thirty (30) Business Days before the meeting there has been left at the Office:
 - (i) a notice in writing signed by a Member duly entitled to attend and vote at the meeting for which such notice is given of that Member's intention to propose the person for election; and
 - (ii) notice in writing signed by the person of his or her willingness to be elected.
- (b) Members duly entitled to attend and vote at the meeting may also propose themselves for election in accordance with this Constitution. Notice of each and every candidature will be given to all Members at least twenty-one (21) days before the meeting at which the election is to be held.

20. Managing Director and Executive Directors

20.1 Appointment of Managing Director

The Directors may appoint one (1) or more of their number as Managing Directors:

- (a) either for a fixed term or without any limitation as to the period for which the person appointed is to hold the office; and
- (b) subject to this Constitution, on any terms and conditions that the Directors determine.

20.2 Removal, Suspension, Replacement of Absent Managing Director

- (a) Subject to the provisions of any contract between a Managing Director and the Company, the Directors may remove or dismiss or suspend a Managing Director from that office and appoint another or others in his or her place, or appoint a temporary substitute for a Managing Director while that Managing Director is absent or unable to act.
- (b) No Managing Director is entitled to attend or vote at any meeting of Directors while under suspension from office.

20.3 Retirement of Managing Director

Subject to the provisions of any contract between each Managing Director and the Company, a Managing Director is subject to the same provisions as to resignation and removal as the other Directors, and will immediately cease to be a Managing Director if for any reason he or she ceases to hold the office of Director.

20.4 Executive Directors Ceasing to be an Employee

- (a) Each Executive Director ceases to be a Director on ceasing to be a full time employee of the Company or a related body corporate of the Company.
- (b) A person ceasing to be a Director by virtue of this Clause will not for that reason alone be rendered ineligible for appointment or election as a Director under any other Clause.

20.5 Powers of Managing Director and Executive Directors

- (a) The Directors may entrust to and confer on each Managing Director and each Executive Director such of the powers exercisable under this Constitution by the Directors as they think fit.
- (b) The Directors may so confer any such powers for the time and to be exercised for any objects and purposes and on any terms and conditions and with such restrictions as they think fit.
- (c) The Directors may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf, and may revoke, withdraw, alter or vary all or any of the powers.
- (d) Notwithstanding any provision of this Constitution, every Managing Director and Executive Director will at all times and in all respects be subject to the control of the Directors.

21. Proceedings of Directors

21.1 Meetings of Directors

The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

21.2 Quorum for Meetings of Directors

- (a) The Directors may determine the quorum necessary for the transaction of business.
- (b) Until otherwise determined, a quorum for the purpose of considering a matter at a meeting will be four (4) or half the number of current Directors whichever is the greater, each of whom is a Director or an Alternate Director and is entitled under the Law to vote on a motion that may be moved in relation to such matter at that meeting.
- (c) A meeting of the Directors during which a quorum is present is competent to exercise all or any of the authorities, powers and discretions under this Constitution for the time being vested in or exercisable by the Directors generally.
- (d) Where a quorum cannot be established for a meeting of Directors (or consideration of a particular matter) a Director may convene a general meeting of Members to deal with the matter or the matters in question.

21.3 Convening Meetings of Directors

A Director may at any time and the Secretary will on the request of a Director convene a meeting of the Directors.

21.4 Notice of Meetings of Directors

- (a) Notice of every Directors' meeting will be given to each Director and Alternate Director who is within Australia, but it is not necessary to give notice to any Director or Alternate Director who is outside Australia.
- (b) Notice of a meeting of Directors may be given in writing or by radio, telephone, closed-circuit television or other electronic means of audio or audio-visual communication.

21.5 Meetings by Electronic Means

- (a) Without limiting the discretion of the Directors to regulate their meetings under

Clause 21.1, the Directors may, if they think fit, confer by radio, telephone, closed circuit television or other electronic means of audio or audio-visual communication.

- (b) Notwithstanding that the Directors are not present together in one place at the time of the conference, a resolution passed by such a conference will be deemed to have been passed at a meeting of the Directors held on the day on which and at the time at which the conference was held.
- (c) The provisions of this Constitution relating to proceedings of Directors apply to such conferences to the extent that they are capable of applying, and with the necessary changes.
- (d) A Director present at the commencement of the conference will be conclusively presumed to have been present and, subject to other provisions of this Constitution, to have formed part of the quorum throughout the conference.
- (e) Any minutes of a conference of the type referred to in Clause 21.5(a) purporting to be signed by the chairperson of that conference or by the chairperson of the next succeeding meeting of Directors will be sufficient evidence of the observance of all necessary formalities regarding the convening and conduct of the conference.
- (f) When by the operation of Clause 21.5(b) a resolution is deemed to have been passed at a meeting of the Directors, that meeting will be deemed to have been held at such place as is determined by the chairperson of the relevant conference, provided that at least one (1) of the Directors who took part in the conference was at such place for the duration of the conference.

21.6 Votes at Meetings of Directors

- (a) Motions and resolutions arising at any meeting of the Directors will be decided by a majority of votes and each Director has one (1) vote.
- (b) A person who is an Alternate Director is entitled to one (1) vote (in addition to the Alternate Director's own vote as a Director, if any) on behalf of each Appointor whose alternate the Alternate Director is and who is not personally present.

21.7 Casting Vote for Chairperson of Directors

Subject to the Law, in case of an equality of votes the Chairperson of a meeting of Directors will have a casting vote.

21.8 Chairperson and Deputy Chairperson of Directors

- (a) The Directors may elect a Chairperson of Directors.
- (b) The Chairperson shall hold that position for one (1) year.
- (c) The Directors may also elect a deputy chairperson who in the absence of the chairperson at a meeting of the Directors may exercise all the powers and authorities of the chairperson.
- (d) If no chairperson or deputy chairperson is elected or if at any meeting the chairperson or deputy chairperson is not present within half an hour of the time appointed for holding the meeting or is not willing to act as chairperson for all or part of that meeting, the Directors present will choose one of their number to be chairperson of that meeting or part of that meeting (as the case may be).
- (e) The Directors may determine the period for which a person elected as chairperson or deputy chairperson is to hold office.
- (f) If the Directors do not make such a determination under Clause 21.8(e), then the

person concerned will hold office until otherwise resolved by the Directors or until the person ceases to be a Director.

- (g) If the Directors do make such a determination then the person concerned will hold office until the first to occur of the expiration of that period, the person ceasing to be a Director or the Directors at any time during that period resolving that the person will from that time cease to hold that office.
- (h) When a Director who is the chairperson or deputy chairperson retires at an annual general meeting either by retirement or otherwise and is re-appointed or re-elected as a Director at that meeting, that chairperson or deputy chairperson will not by that fact alone cease to be the chairperson or deputy chairperson as the case may be.

21.9 Committees of Directors

- (a) The Directors may delegate any of their powers to committees consisting of one (1) or more members who are Directors as they think fit, and the Directors may revoke that delegation.
- (b) A committee will conform to any directions and regulations that may be imposed upon it by the Directors in the exercise of its powers.
- (c) So far as they are capable of application and with the necessary changes, the provisions of the Clauses for regulating the meetings and proceedings of the Directors govern the meetings and proceedings of committees of two (2) or more members to the extent that the same are consistent with any directions and regulations made by the Directors.
- (d) Where a committee consists of two (2) or more members, a quorum will be any two (2) members or such larger number as the committee itself determines.

21.10 Defects in Appointment or Qualifications of Director

All acts done at any meeting of the Directors or of a committee of Directors or by any person acting as a Director will be as valid as if every such person or committee had been duly appointed and every Director was qualified and entitled to vote, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a Director or of the committee or of the person acting as aforesaid, or that any Director was disqualified or not entitled to vote.

21.11 Written Resolutions of Directors

- (a) If all of the Directors required to be given notice of a meeting as specified in Clause 21.4, being not less than the number of Directors required to constitute a quorum for a meeting of 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 or documents as the case may be, a resolution in those terms will be deemed to have been passed at a meeting of the Directors held on the day on 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 or documents 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 this Clause 21.11:
 - (i) Two (2) or more separate documents containing statements in identical terms each of which is signed by one (1) or more Directors will together be deemed to constitute one (1) document containing a statement in those terms signed by the Directors;
 - (ii) a reference 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;

- (iii) a document signed by an Alternate Director need not also be signed by the Alternate Director's Appointor and, if signed by a Director who has appointed an Alternate Director, need not be signed by the Alternate Director in that capacity; and
- (iv) any document so signed by a Director may be received by the Company at the Office (or other place agreed by the Directors) by post, or by electronic means (including email) by being delivered personally by that Director.

21.12 Executive Committee of Directors

The Directors may establish an executive committee comprising of:

- (a) The Chairperson (as elected at Clause 21.8(a)); and
- (b) The Deputy Chairperson (if appointed pursuant to Clause 21.8(b)).

22. Alternate Directors

22.1 Appointment and Removal of Alternate Directors

- (a) Each Director has power to appoint any person, subject to that person consenting to the appointment, who is not an auditor of the Company or a partner or employer or employee of an auditor of the Company approved for that purpose by a majority of the other Directors, to be the alternate of the Director in the Appointor's place during such times as the Appointor determines.
- (b) An Alternate Director must be a Member.
- (c) The Appointor, at any time and regardless of whether the appointment of an Alternate Director is for a specified period, may revoke the appointment of a person as his or her Alternate Director.

22.2 Notice of Appointment or Removal of Alternate Directors

Any appointment or removal of an Alternate Director will be effected by post, email or other notice in writing to the Company.

22.3 Rights and Powers of Alternate Directors

- (a) Subject to the Law, an Alternate Director:
 - (i) may act in the place of his or her Appointor;
 - (ii) is entitled to attend and vote and be counted in determining a quorum at any meeting of the Directors except while his or her Appointor is present;
 - (iii) has all the rights and powers of his or her Appointor (other than those conferred by Clause 22.1) and will be subject to the duties of his or her Appointor;
 - (iv) will be subject in all respects to the conditions applicable to the other Directors; and
 - (v) may act as an Alternate Director for no more than one (1) Director.
- (b) Subject to the Law, if an Alternate Director is prohibited from voting or being present in respect of a matter, the Alternate Director's Appointor is prohibited from

voting or being present in respect of that matter.

22.4 Alternate Director is an Officer of Company

An Alternate Director is an Officer of the Company and is not the agent of his or her Appointor.

22.5 Alternate Ceases when Appointor Ceases

- (a) Subject to Clause 22.5(b), if any Appointor ceases to be a Director, his or her Alternate Director (if any) immediately ceases to be an Alternate Director.
- (b) When an Appointor retires at a general meeting and is re-appointed as a Director at that meeting, his or her Alternate Director (if any) will remain an Alternate Director for that Director unless the instrument of appointment of the Alternate Director otherwise provides.

22.6 Form of Appointment of Alternate Director

Any instrument appointing an Alternate Director will as nearly as circumstances will admit be in the following form or to the effect of the following:

"[.....]"

I, the undersigned being a Director of the above-named Company in pursuance of the power in that behalf contained in the Constitution of the Company DO HEREBY NOMINATE AND APPOINT... [name] of... [address] to act as Alternate Director in my place and to exercise and discharge all my duties as a Director, subject to [name] consenting in writing to the appointment.

Signed this day of....., 20....."

or in such other form as the Directors may accept.

23. Minutes

23.1 Minutes of All Proceedings to be Kept

The Directors will cause minutes of:

- (a) all proceedings and resolutions of meetings of Members;
- (b) all proceedings and resolutions of meetings of the Directors, including meetings of committees of Directors;
- (c) all resolutions passed by Members without a meeting; and
- (d) all resolutions passed by the Directors without a meeting,

to be duly entered in books kept for that purpose in accordance with the Law.

23.2 Minutes to be Signed by Chairperson

The Directors will cause the minutes referred to in Clauses 23.1(a) and 23.1(b) to be signed by:

- (a) the chairperson of the meeting at which the proceedings took place or at which the resolutions were proposed; or
- (b) the chairperson of the next succeeding meeting.

23.3 Minutes to be Presumed Accurate

Where the minutes referred to in Clauses 23.1(a) and 23.1(b) are signed in accordance with Clause 23.2, those minutes shall be presumed to be an accurate record of the relevant proceedings and resolutions unless the contrary is proved.

23.4 Inspection of Minutes of General Meetings

Books containing the minutes of proceedings of meetings of Members will be open for inspection by any Member without charge.

24. Secretary

24.1 Appointment and Removal of Secretary

A Secretary or Secretaries will be appointed by the Directors in accordance with the Law for such term, at such remuneration and on such conditions as they think fit, and any Secretary so appointed may be removed by the Directors.

24.2 Acting Secretary

The Directors may appoint a person as an acting Secretary or as a temporary substitute for a Secretary who for the purpose of this Constitution will be deemed to be a Secretary.

25. Local Management

25.1 Management in Specified Localities

- (a) The Directors may provide for the management and transaction of the affairs of the Company in any specified locality whether in the State or elsewhere in such manner as they think fit.
- (b) The provisions contained in Clauses 25.2, 25.3 and 25.4 are without prejudice to the general powers conferred by this Clause 25.1.

25.2 Local Boards and Management Committees

- (a) The Directors may establish any local boards, management committees or agencies for managing any of the affairs of the Company in the specified locality.
- (b) The Directors may appoint any persons to be members of local boards or any managers or agents, and may fix their remuneration.
- (c) An appointment or delegation may be made on any terms and subject to any conditions as the Directors think fit.
- (d) The Directors may remove any appointee and revoke or vary that delegation.

25.3 Members of Local Boards and Management Committees May be Attorneys or Agents of Directors

An appointment of an attorney or agent under Clause 13.8 if the Directors think fit may be made in favour of the members or any of the members of any local board or management committee or agency established as aforesaid or in favour of any corporation or of the members, directors, nominees or managers of any corporation or firm, or in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors.

25.4 Power of Sub-Delegation

Any such local board, management committee or agency established as aforesaid may be

authorised by the Directors to sub-delegate all or any of the authorities and discretions for the time being vested in them.

26. Execution of Documents

26.1 Custody and Use of Seal

- (a) The Directors may provide a Seal for the Company and will provide for the safe custody of that Seal.
- (b) The Seal will only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf.

26.2 Execution of Documents

- (a) The Company may execute a document using a Seal if the Seal is affixed to the document and the affixing of the Seal is witnessed by:
 - (i) Two (2) Directors;
 - (ii) a Director and a Secretary; or
 - (iii) a Director and another person appointed by the Directors for this purpose.
- (b) The Company may execute a document without using a Seal if the document is signed by:
 - (i) Two (2) Directors;
 - (ii) a Director and a Secretary; or
 - (iii) a Director and another person appointed by the Directors for this 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 26.2, 26.2(a) or 26.2(a)(iii), 26.2(b).

26.3 Facsimile Signature Under Seals

The Directors may determine either generally or in a particular case and in any event subject to such conditions as they think fit that wherever a signature is required by this Constitution on a document to or in which the Seal is affixed or incorporated, that requirement will be satisfied by a facsimile of the signature affixed by mechanical or other means.

26.4 Effect of Sealing

Any instrument bearing the Seal if issued for valuable consideration will be binding on the Company notwithstanding any irregularity touching the authority of the Directors to issue the same, or the circumstances of its issue.

27. Accounts

27.1 Company to Keep

The Company will keep such accounting and other records of the business of the Company as it is required to keep by the Law.

27.2 Annual Accounts to be Laid Before Annual General Meeting

At the annual general meeting in every year the Directors will lay before the Company the financial report for the last financial year of the Company, together with such other accounts, reports and statements as are required by the Law.

27.3 Copy of Accounts to be Sent

Other than those Members who have provided written notice to the Company stating that they do not wish to receive a copy of every document which is required to be laid before each annual general meeting by Clause 27.1, a copy of these documents will be sent to all persons entitled to receive notices of meetings of the Company's Members together with the notice of meeting, as required by the Law.

27.4 Accounts Conclusive

Every account of the Directors when audited and approved or received by a general meeting at which it is presented will be conclusive except as regards any material error discovered in it within three (3) months next after its approval or adoption. Whenever any material error is discovered within that period the account will forthwith be corrected and then it will be conclusive.

28. Auditors: Appointment and Removal

The auditors of the Company will:

- (a) be appointed and may be removed as provided in the Law; and
- (b) perform the duties and have the rights and powers as may be provided in the Law.

29. Secrecy

29.1 Members Not Entitled to Discovery

- (a) The Directors will determine whether and to what extent, at what time and place or places, and under what conditions, the accounting records and other documents of the Company will be open to the inspection of Members other than Directors.
- (b) Subject to the Law, a Member not being a Director does not have the right, but may in the absolute discretion of the Directors be authorised, to inspect or to require or receive any information, or to require discovery of any record or document of the Company or any information respecting any detail of the Company's trading or business, or any matter which is or may be in the nature of a trade secret, confidential information, mystery of trade or secret process which may relate to the conduct of the business of the Company.

29.2 Officers of Company Not to Disclose Information

- (a) Every Director, Managing Director, manager, Secretary, auditor, trustee, member of a committee, agent, accountant or other Officer is bound to observe secrecy with respect to all transactions of the Company with its customers, the state of the account of any individual, and all related matters.
- (b) If required by the Directors, every such person will, before commencing that person's duties or employment or at any time afterwards, sign and make a declaration in a book to be kept for that purpose that they will not reveal or make known any of the matters, affairs or concerns which may come to their knowledge as Director, Managing Director, manager, Secretary, auditor, trustee, member of a committee, agent, accountant or other Officer and whether relating to transactions of the Company with its customers or the state of the account of any individual or to anything else, to any person or persons except in the course and in the

performance of their duties, or under compulsion or obligation of law, or when officially required to do so by the Directors or by the auditors for the time being, or by any general meeting of Members.

30. Notices

30.1 Method of Service of Notices

A notice may be served by the Company on a Member or other person receiving notice under this Constitution by any of the following methods:

- (a) by serving it personally on the Member;
- (b) by leaving it at the address of the Member in the Register;
- (c) by sending it by post in a prepaid letter, envelope or wrapper addressed to the Member at the address of the Member in the Register; or

For the purposes of Clauses 30.1(b) and 30.1(c), a Member may provide the Company with an address other than that of the address of the Member in the Register for the purpose of serving notice on that Member.

30.2 Notification of Address

Each Member whose address in the Register is not in Australia may at any time notify in writing to the Company an address or email address in Australia which will be deemed to be that Member's address in the Register within the meaning of Clause 30.1.

30.3 Notice to Overseas Members Without Australian Address

If the address of a Member in the Register is not within Australia, all notices will be posted by air mail, email or air courier.

30.4 Notice by Advertisement

Any notice by a court of law or otherwise required or allowed to be given by the Company to the Members or any of them by advertisement will unless otherwise stipulated be sufficiently advertised if advertised once in a daily newspaper circulating in the States and Territories of Australia.

30.5 Time of Service by Post

Any notice sent by post, air-mail or air courier will be deemed to have been served on the third business day following that on which the letter, envelope or wrapper containing the notice is posted or delivered to the air courier, and in proving service it will be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post office or other public postal receptacle or delivered to the air courier. A certificate in writing signed by any manager Secretary or other Officer of the Company that the letter envelope or wrapper containing the notice was so addressed and posted is conclusive evidence thereof.

30.6 Time of Service by Email

Any notice sent by email will be deemed to have been served when it has been sent by the sender unless the intended recipient notifies the sender, or the sender receives a system notification, that the email has not been delivered, within 8 business hours of the time of sending.

30.7 Signatures on Notices

The signature to any notice to be given by the Company may be written or printed or a

facsimile thereof may be affixed by mechanical or other means.

30.8 Calculation of Notice Period

Where a period of notice is required to be given, the day on which the notice is dispatched and the day of doing the act or other thing will not be included in the number of days or other period.

31. Officers: Indemnities and Insurance

31.1 Indemnities

To the extent permitted by law:

- (a) the Company indemnifies every person who is or has been an Officer of the Company or of a wholly owned subsidiary of the Company against any liability for costs and expenses incurred by that person in defending any Proceedings in which judgment is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any Proceedings in which the Court grants relief to the person under the Law; and
- (b) the Company indemnifies every person who is or has been an Officer of the Company or of a wholly owned subsidiary of the Company against any liability incurred by the person, as an Officer of the Company or of a wholly owned subsidiary of the Company, to another person (other than the Company or a related body corporate of the Company) unless the liability arises out of conduct involving a lack of good faith.

31.2 Insurance

To the extent permitted by law, the Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Company or of a subsidiary of the Company:

- (a) against a liability incurred by the person in his or her capacity as an Officer of the Company or a 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; or
- (b) for costs and expenses incurred by that person in defending Proceedings,

except to the extent prohibited by section 199A of the Law or otherwise.

31.3 Interpretation

In Clauses 31.1 and 31.2:

- (a) 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 his or her capacity as such an Officer or in the course of acting in connection with the affairs of the Company or a wholly owned subsidiary (in Clause 31.1) or subsidiary (in Clause 31.2) of the Company or otherwise arising out of the Officer's holding such office (including proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Company or a wholly owned subsidiary (in Clause 31.1) or subsidiary (in Clause 31.2) of the Company).
- (b) the term "**Officer**" means a director or secretary and includes a director or secretary after they have ceased to hold office.