

Constitution of AUSTRALIAN LOGISTICS COUNCIL LTD.

TABLE OF CONTENTS

1.1	Company Limited by Guarantee	5
1.2	Objects of the Company	5
1.3	Application of Income and Property	5
1.4	Certain Payments Allowed	5
1.5	Replaceable Rules	6
1.6	Definitions	6
1.7	Interpretation of this Document	6
2.	MEMBERSHIP	7
2.1	Categories of Membership	7
2.2	Admission of Members	7
2.3	Limited Liability of Members	8
2.4	Resigning as a Member	8
2.5	Expelling a Member	8
2.6	Membership Subscription	8
3.	DIRECTORS	8
3.1	Number of Directors	8
3.2	No Membership Qualification	8
3.3	Nominations of Directors	9
3.4	Appointment of Directors with Special Qualifications by the Board	9
3.5	Election by General Meeting	9
3.6	Election of Chairman and Deputy Chairman	9
3.7	One Third of Directors Retire Annually	9
3.8	Time of Retirement	9
3.9	Cessation of Director's Appointment	9
3.10	Removal From Office	10
3.11	Filling of Casual Vacancies in Board	10
3.12	Too Few Directors	11
4.	ALTERNATE DIRECTORS	11
4.1	Appointment of Alternates	11
4.2	Notice of Board Meetings	11
4.3	Obligations and Entitlements of Alternates	11
4.4	Termination of Appointment	11
4.5	Appointments and Revocations in Writing	11
5.	POWERS OF THE BOARD	11
5.1	Powers Generally	12
5.2	Exercise of Powers	12
6.	EXECUTING NEGOTIABLE INSTRUMENTS	11
7.	CHIEF EXECUTIVE	12
7.1	Appointment and Power of Chief Executive	12
7.2	Termination of Appointment of Chief Executive	12

8.	DELEGATION OF BOARD POWERS	12
8.1	Delegation to Committee or Attorney	12
8.2	Terms of Delegation	12
8.3	Powers of Attorney	13
8.4	Proceedings of Committees	13
9.	DIRECTOR'S DUTIES AND INTERESTS	13
9.1	Compliance with The Act	13
9.2	Scope of Directors' Duties	13
9.3	Declaration of Interests	13
9.4	Director Interested in a Matter	13
9.5	Agreements with Third Parties	14
9.6	Obligation of Secrecy	14
10.	DIRECTORS' REMUNERATION	14
10.1	Restriction on Payments to Directors	14
10.2	Payments to Directors with Board Approval	14
11.	OFFICERS' INDEMNITY AND INSURANCE	15
11.1	Indemnity	15
11.2	Insurance	15
11.3	Former Officers	15
12.	BOARD MEETINGS	15
12.1	Convening Board Meetings	15
12.2	Notice of Board Meeting	15
12.3	Use of Technology	16
12.4	Chairing Board Meetings	16
12.5	Quorum	16
12.6	Majority Decisions	16
12.7	Procedural Rules	16
12.8	Written Resolution	16
12.9	Additional Provisions Concerning Written Resolutions	17
12.10	Valid Proceedings	17
13.	MEETINGS OF MEMBERS	17
13.1	Annual General Meeting	17
13.2	Calling Meetings of Members	17
13.3	Notice of Meeting	17
13.4	Short Notice	18
13.5	Postponement or Cancellation	18
13.6	Fresh Notice	18
13.7	Technology	18
13.8	Accidental Omission	18
14.	PROCEEDINGS AT MEETINGS OF MEMBERS	18
14.1	Member Present at Meeting	18
14.2	Quorum	19
14.3	Quorum not Present	19
14.4	Chairing Meetings of Members	19
14.5	Attendance at General Meetings	20

14.6	Adjournment	21
14.7	Business at Adjourned Meetings	21
15.	PROXIES, ATTORNEYS AND REPRESENTATIVES	20
15.1	Appointment of Proxies	20
15.2	Member's Attorney	20
15.3	Deposit of Proxy Forms and Powers of Attorney	20
15.4	Standing Appointments	20
15.5	Suspension of Proxy or Attorney's Powers if Member Present	21
15.6	Priority of Conflicting Appointments of Attorney or Representative	21
15.7	More than two (2) Current Proxy Appointments	21
15.8	Continuing Authority	21
16.	ENTITLEMENT TO VOTE	22
16.1	Number of Votes	22
16.2	Casting Vote of Chairman	22
16.3	Decision on Right to Vote	22
17.	HOW VOTING IS CARRIED OUT	22
17.1	Method of Voting	22
17.2	Demands for a Poll	22
17.3	When and How Polls Must be Taken	22
18.	SECRETARY	23
18.1	Appointment and Removal of a Secretary	23
18.2	Terms and Conditions of Office	23
18.3	Removal from Office	23
19.	MINUTES	23
19.1	Minutes Must be Kept	23
19.2	Minutes as Evidence	23
19.3	Inspection of Minute Books	23
19.4	Policy Book	23
20.	COMPANY SEALS	24
20.1	Common Seal	24
20.2	Use of Seals	24
20.3	Fixing Seals to Documents	24
21.	ACCOUNTS AND AUDITS	24
21.1	Company Must Keep Accounts	24
21.2	Signatories on Bank Accounts	24
21.3	Financial Reporting	25
21.4	Audits	25
21.5	Conclusive Reports	25
21.6	Inspection of Financial Records and Books	25
22.	REGISTER OF MEMBERS	25

23.	NOTICES	25
	23.1 Notices by Company	26
	23.2 Overseas Members	26
	23.3 When Notice is Given	26
	23.4 Business Days	26
	23.5 Counting Days	26
	23.6 Notices to "Lost" Members	26
24	WINDING UP	27

CONSTITUTION OF AUSTRALIAN LOGISTICS COUNCIL LTD.
ABN: 23 131 860 136

1.1 Company Limited by Guarantee

The Company is limited by guarantee and the liability of Members is limited as provided in this document.

1.2 Objects of the Company

The AUSTRALIAN LOGISTICS COUNCIL LTD. (ALC) is a not for profit company that exists to lead the development of logistics and supply chain management in Australia both domestically and internationally. It brings together all Australian Governments and senior leaders in the logistics field including logistics users, suppliers, peak bodies, Freight Councils, Unions and industry specialists. ALC exists to lead the development of logistics in Australia and to create competitive advantage for Australian companies and the Australian economy.

- a) We provide leadership within the freight logistics industry by encouraging industry collaboration on issues of mutual interest.
- b) We advise all Governments on logistics issues on behalf of the freight logistics industry.
- c) We work to improve the image and profile of the freight logistics industry and to encourage greater acceptance by governments and the community of the important role the industry plays in our economy.
- d) We drive the implementation of strategies to improve Australia's domestic and international supply chains.

1.3 Application of Income and Property

Subject to rules 1.4 and 10.2, the Company must apply its income solely towards promoting the objects of the Company as stated in rule 1.2. No part of the Company's income may be paid or transferred directly or indirectly by way of dividend bonus or otherwise to Members.

1.4 Certain Payments Allowed

Rule 1.3 does not prevent the payment of reasonable remuneration to any officer, employee, or consultant of the Company or to any Member of the Company or other person in return for service rendered to the Company. In addition rule 1.3 does not prevent the Company paying to any officer, employee, consultant or Member of the Company:

- (a) interest on money lent by the Member to the Company at a rate not exceeding the rate charged by Australian banks for overdrawn accounts;
- (b) reasonable remuneration for goods supplied by the Member to the Company in the ordinary course of business; and

(c) reasonable rent for premises let by the Member to the Company.

1.5 Replaceable Rules

The replaceable rules referred to in section 141 of the Act do not apply to the Company and are replaced by the rules set out in this document.

1.6 Definitions

The following definitions apply in this document.

"**Act**" means the Corporations Act 2001

"**Alternate**" means an alternate Director appointed under rule 4.1.

"**Appointer**" in relation to an Alternate, means the Director who appoints that Alternate.

"**Board**" means the Directors acting collectively under this document.

"**Company**" means the company named at the beginning of this document whatever its name is for the time being.

"**Director**" means a person who is, for the time being, a director of the Company including, where appropriate, an Alternate.

"**Chief Executive**" means the chief executive appointed under rule 7.1.

"**Honorary Member**" means a Member who is appointed and classified an honorary Member by the Board.

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

"**Ordinary Resolution**" means a resolution of Members other than a special resolution.

"**Register**" means the register of Members kept as required by sections 168 and 169.

"**Secretary**" means, during the term of that appointment, a person appointed as secretary of the Company in accordance with this document.

"**Special Resolution**" has the meaning given by section 9.

1.7 Interpretation of this Document

Headings and marginal notes are for convenience only, and do not affect the interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

- (i) legislation (including subordinate legislation) is to that legislation as amended, modified in relation to the Company, re-enacted or replaced, and includes any subordinate legislation issued under it;

- (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (iv) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
 - (c) A word which suggests 1 gender includes the other gender.
 - (d) If a word is defined, another part of speech has a corresponding meaning.
 - (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
 - (f) The word "**agreement**" includes an undertaking or other binding arrangement or understanding, whether or not in writing.
 - (g) A power to do something includes a power, exercisable in the like circumstances to revoke or undo it.
 - (h) A reference to a power is also a reference to authority or discretion.
 - (i) A reference to something being "**written**" or "**in writing**" includes that thing being represented or reproduced in any mode in a visible form.
 - (j) Words (other than those defined in rule 1.6) which are defined by the Law have the same meaning in this document.
 - (k) A reference to a Chapter, Part, Division, or section is a reference to a Chapter, Part, Division or section of the Law.

2. **MEMBERSHIP**

2.1 **Categories of Membership**

The Board may determine categories of Members of the Company.

2.2 **Admission of Members**

The Board shall have absolute discretion as to whether to admit a person as a Member.

2.3 **Limited Liability of Members**

If the Company is wound up each Member of the Company undertakes to contribute to the assets of the Company up to an amount not exceeding \$1.00 for payment of the debts and liabilities of the Company including the costs of the winding up. This undertaking continues for 1 year after a Member ceases to be a Member of the Company.

2.4 Resigning as a Member

A Member may resign from the Company by giving written notice to the Board.

2.5 Expelling a Member

- (a) The Board may, by resolution, expel from the Company any Member:
 - (i) who does not comply with this document or any by-laws, rules or regulations of the Company; or
 - (ii) whose conduct in the opinion of the Board is prejudicial to the interests of the Company.
- (b) At least 21 days before the Board holds a meeting to expel a Member the Board must send a notice to the Member which states:
 - (i) the allegations against the Member;
 - (ii) the proposed resolution for the Member's expulsion;
 - (iii) that the Member has an opportunity at the meeting to address the allegations either orally or in writing; and
 - (iv) that if the Member notifies the Secretary in writing at least 48 hours before the meeting at which the resolution is to be considered by the Board, the Member may elect to have the question of that Member's expulsion dealt with by the Company in general meeting.
- (c) The Company must expel a Member and remove the Member's name from the Register where:
 - (i) a general meeting is held to expel a Member; and
 - (ii) a resolution is passed at the meeting by a majority of two-thirds of those present and voting for the Member to be expelled. The vote must be taken by ballot.
- (d) A Member expelled from the Company does not have any claim on the Company, its funds or property.

2.6 Membership Subscription

- (a) The amount of such annual subscription fee shall be determined by the Board.
- (b) All subscriptions shall be due and payable on the date determined by the Board.

3. DIRECTORS

3.1 Number of Directors

The Company must have at least 7 Directors and, until otherwise decided by ordinary resolution, not more than 11 Directors.

3.2 No Membership Qualification

A Director need not be a Member of the Company. Neither the auditor of the Company nor any partner or employee of the auditor is eligible to act as a Director.

3.3 Nominations of Directors

The persons nominated to act as Directors cannot be appointed as Directors unless at least 5 business days before the meeting at which the resolution for the appointment of those persons as Directors will be considered, the Company receives both:

- (a) a nomination and second of the person by a Member (other than the person); and
- (b) a consent to act as a Director signed by the person.

3.4 Appointment of Directors with Special Qualifications by the Board

Subject to this document and to the number of Directors for the time being fixed under rule 3.1 not being exceeded, the Board may appoint as a Director a person with special qualifications which the Board considers to be desirable to permit the efficient operation of the Company and/or the achievement of the objects of the Company.

3.5 Election by General Meeting

Subject to this document and to the number of Directors for the time being fixed under rule 3.1 not being exceeded, the Company must elect the Directors so nominated by the Members and Directors in accordance with rules 3.3, by ordinary resolution.

3.6 Election of Chairman and Deputy Chairman

The Board may elect:

- (a) A person to chair the Board; and
- (b) Two Directors to act as deputy chairs.

The chair need not be an ALC Director and/or Member to be nominated and elected, but shall be an ALC Director on election.

3.7 One Third of Directors Retire Annually

At each annual general meeting one third (or if that is not a whole number, the whole number nearest to one third) of the Directors who are not Directors only because they are Alternates must retire from office and may be eligible for re-election.

3.8 Time of Retirement

A Director's retirement under rule 3.7 takes effect at the end of the relevant annual general meeting unless the Director is re-elected at that meeting.

3.9 Cessation of Director's Appointment

The office of a Director automatically becomes vacant if the person who holds the office:

- (a) becomes insolvent;

- (b) is not permitted by the Act (or an order made under the Act) to be a director or vacates office by force of section 206B;
- (c) becomes of unsound mind or physically or mentally incapable of performing the functions of that office;
- (d) fails to attend Board meetings (either personally or by an Alternate) for a continuous period of 3 months without leave of absence from the Board;
- (e) resigns by notice in writing to the Company;
- (f) is removed from office under rule 3.10.

3.10 Removal from Office

Whether or not a Director's appointment was expressed to be for a specified period, subject to section 203D the Company by ordinary resolution may remove a Director from office.

3.11 Filling of Casual Vacancies in Board

If a casual vacancy occurs in the Board pursuant to the rules 3.9 and 3.10, the vacancy shall be filled at the next general meeting if this is scheduled to occur within 60 days of the date of the vacancy occurring, and if there is not a general meeting scheduled to be held in that period, the casual vacancy shall be filled by a resolution of the board.

3.12 Too Few Directors

If the number of Directors is reduced below the minimum required by rule 3.1, the continuing Directors may act as the Board only:

- (a) to appoint Directors up to that minimum number;
- (b) to convene a meeting of Members; and
- (c) in emergencies.

4. ALTERNATE DIRECTORS

4.1 Appointment of Alternates

Subject to rule 3.2, a Director (other than an Alternate) may appoint a person who is approved by the Board (without the vote of the Appointer) to act as Alternate for a specified period or each time the Appointer is unable to attend a Board meeting or act as a Director.

4.2 Notice of Board Meetings

If the Appointer requests the Company to give the Alternate notice of Board meetings, the Company must do so. Unless the Appointer has requested it, the Company need not give notice of Board meetings to an Alternate.

4.3 Obligations and Entitlements of Alternates

An Alternate:

- (a) may attend and vote in place of the Appointer at a Board meeting at which the Appointer is not present;
- (b) if also a Director, has a separate right to vote as Alternate;
- (c) if Alternate for more than 1 Appointer, has a separate right to vote in place of each Appointer;
- (d) when acting as Alternate, is an officer of the Company and subject to all the duties, and entitled to exercise all the powers and rights, of the Appointer as a Director; and
- (e) may not be remunerated except to the extent that the Appointer would be entitled to remuneration. In respect of that remuneration the Alternate Director's only rights (if any) are against the Appointer and not the Company.

4.4 Termination of Appointment

The Appointer may revoke the appointment of a person as Alternate whether or not that appointment is for a specified period. If the Appointer ceases to be a Director, any appointment of an Alternate made by the Appointer immediately ceases.

4.5 Appointments and Revocations in Writing

The Appointer must appoint, and revoke the appointment of, any Alternate in writing. The appointment or revocation is not effective until a copy is provided to the Company.

5. POWERS OF THE BOARD

5.1 Powers Generally

Except as otherwise required by the Act, any other applicable law or this document, the Board:

- (a) has power to manage the business of the Company;
- (b) may approve the Company's involvement in any ventures that in the Board's opinion, is for the benefit of the Company and export; and
- (c) may exercise every right power or capacity of the Company except those (if any) required to be exercised by Members in general meeting.

5.2 Exercise of Powers

A power of the Board can be exercised only:

- (a) by resolution passed at a meeting of the Board or otherwise in accordance with rule 12; or
- (b) in accordance with a delegation of the power under rule 7 or 8.

6. EXECUTING NEGOTIABLE INSTRUMENTS

The Board must decide the manner (including the use of facsimile signatures if thought appropriate) in which negotiable instruments can be executed, accepted or endorsed for and on behalf of the Company. The Company may execute, accept, or endorse negotiable instruments only in the manner decided by the Board.

7. CHIEF EXECUTIVE

7.1 Appointment and Power of Chief Executive

The Board may appoint a Chief Executive either for a specified term (but not for life) or without specifying a term. The Chief Executive need not be a Director or Member of the Company and may be appointed as a consultant to the Company.

Where that person is a Director, their title shall be Managing Director.

Notwithstanding rule 8.1, The Board may delegate any of the powers of the Board to the Chief Executive:

- (a) on the terms and subject to any restrictions the Board decides; and
- (b) so as to be concurrent with, or to the exclusion of, the powers of the Board;

and the Board may revoke the delegation at any time.

7.2 Termination of Appointment of Chief Executive

The appointment of an Chief Executive terminates if the Board removes the Chief Executive from the office of Chief Executive (which, subject to any contract between the Company and the Chief Executive, the Board has power to do), whether or not the appointment was expressed to be for a specified term.

8. DELEGATION OF BOARD POWERS

8.1 Delegation to Committee or Attorney

The Board may delegate any of its' powers:

- (a) to a committee consisting of at least 1 Director which may also include people who are not Directors; or
- (b) to an attorney;

The Board may also revoke a delegation previously made whether or not the delegation is expressed to be for a specified period.

8.2 Terms of Delegation

A delegation of powers under rule 8.1 may be made:

- (a) for a specified period or without specifying a period; and
- (b) on the terms (including power to further delegate) and subject to any restrictions the Board decides.

Power exercised in accordance with a delegation of the Board is treated as exercised by the Board.

8.3 Powers of Attorney

A power of attorney under rule 8.1 may contain the provisions for the protection and convenience of those who deal with the attorney that the Board thinks appropriate.

8.4 Proceedings of Committees

Subject to the terms on which a power of the Board is delegated to a Committee, the meetings and proceedings of committees are, to the greatest extent practical, governed by the rules of this document which regulate the meetings and proceedings of the Board.

9. DIRECTOR'S DUTIES AND INTERESTS

9.1 Compliance with the Act

Each Director must comply with his or her obligations under the Act including without limitation Division 1 of Part 2D.1.

9.2 Scope of Directors' Duties

A Director is not disqualified by reason only of being a Director from:

- (a) holding any office or place of profit or employment other than that of the Company's auditor, or being a Member or Creditor, of any Corporation (including the Company) or partnership other than the auditor; or
- (b) entering into any agreement with the Company.

9.3 Declaration of Interests

A Director who:

- (a) is in any way, interested in a contract or proposed contract with the Company; or
- (b) holds any office or possesses any property as a result of which duties or interests might be created which are directly or indirectly in conflict with that Director's duties or interests as a Director,

must declare the fact and the nature of the interest, or nature, character and extent of the conflict at the first Board meeting held after the relevant facts come to the Director's knowledge or after appointment as a Director (whichever is later).

9.4 Director Interested in a Matter

Each Director must comply with section 195 in relation to being present, and voting, at a Board meeting that considers a matter in which the Director has a material personal interest. Subject to section 195:

- (a) a Director may be counted in a quorum at a Board meeting that considers, and may vote on, whether the Company enters into an agreement or proposed agreement in which that Director has an interest;

- (b) the Company may enter into the agreement and the Director may participate in the execution of any relevant document by or on behalf of the Company;
- (c) the Director may be counted in a quorum at a Board meeting that considers, and may vote on, matters involving the agreement; and
- (d) if disclosure under rule 9.3 is made before the agreement is entered into:
 - (i) the Director may retain benefits under the agreement even though the Director has an interest in the agreement; and
 - (ii) the Company cannot avoid the agreement merely because of the existence of the interest.

9.5 **Agreements with Third Parties**

The Company cannot avoid an agreement with a third party merely because a Director:

- (a) fails to make a disclosure required by rule 9.3; or
- (b) is present at, or counted in the quorum for, a meeting that considers, votes on, or participates in the execution of, that agreement in breach of section 195.

9.6 **Obligation of Secrecy**

Every Director and Secretary must keep the transactions and affairs of the Company and the state of its accounts confidential unless required to disclose them:

- (a) in the course of duties as an officer of the Company;
- (b) by the Board or the Company in general meeting; or
- (c) by law.

The Company may require a Director, Secretary, Auditor, Trustee, Committee Member or other person engaged by it to sign a confidentiality undertaking consistent with this rule. A Director or Secretary must do so if required by the Company.

10. **DIRECTORS' REMUNERATION**

10.1 **Restriction on Payments to Directors**

Subject to rule 10.2 and rule 11 the Company must not pay fees or other remuneration to a Director.

10.2 **Payments to Directors with Board Approval**

With the approval of the Board the Company may pay to a Director:

- (a) reasonable expenses (including travelling and accommodation) incurred in carrying out duties as a Director;
- (b) reasonable remuneration for any service rendered by the Director to the Company;

- (c) reasonable remuneration where the Director is an employee of the Company and the terms of employment have been approved by the Board;
- (d) interest on money lent by the Director to the Company at a rate not exceeding the rate charged by Australian banks for overdrawn accounts;
- (e) reasonable remuneration for goods supplied by the Director to the Company in the ordinary course of business; and
- (f) reasonable rent for premises lent by the Director to the Company.

11. OFFICERS' INDEMNITY AND INSURANCE

11.1 Indemnity

Subject to section 199A, the Company must, to the extent the person is not otherwise indemnified, indemnify every officer of the Company and its wholly owned subsidiaries and may indemnify its auditor against a liability:

- (a) incurred as officer or auditor to a person other than the Company or a related body corporate (including a liability incurred as a result of appointment or nomination by the Company or subsidiary as a trustee or as an officer of another corporation) unless the liability arises out of conduct involving a lack of good faith; and
- (b) for costs and expenses incurred in defending civil or criminal proceedings in which judgement is given in favour of that person or in which that person is acquitted, or in connection with an application in relation to those proceedings in which the court grants relief to that person under the Law.

11.2 Insurance

Subject to section 199B, the Company will enter into, and pay premiums on, a contract of insurance in respect of any person.

11.3 Former Officers

The indemnity in favour of officers under rule 11.1 is a continuing indemnity. It applies in respect of all acts done by a person while an officer of the Company or a wholly owned subsidiary of the Company even though the person is not an officer at the time the claim is made.

12. BOARD MEETINGS

12.1 Convening Board Meetings

A Director may at any time, and the Secretary must on request from a Director, convene a Board meeting.

12.2 Notice of Board Meeting

The convenor of each Board meeting:

- (a) must give reasonable notice of the meeting (and, if it is adjourned, of its resumption) individually to:

- (i) each Director who is in Australia; and
 - (ii) each Alternate in respect of whom the Appointer has given notice under rule 4.2 requiring notice of Board meetings to be given to that Alternate or whose Appointer is not given notice due to being outside Australia; and
- (b) may give that notice orally (including by telephone) or in writing,

but failure to give notice to, or non-receipt of notice by a Director does not result in a Board meeting being invalid.

12.3 Use of Technology

A Board meeting may be held using any means of audio or audio-visual communication by which each Director participating can hear and be heard by each other Director participating or in any other way permitted by section 248D. A Board meeting held solely or partly by technology is treated as held at the place at which the greatest number of the Directors present at the meeting is located or, if an equal number of Directors is located in each of 2 or more places, at the place where the chairman of the meeting is located.

12.4 Chairing Board Meetings

The Board may elect a Director to chair its meetings and decide the period for which that Director holds that office. If there is no chairman of Directors or the chairman is not present within 15 minutes after the time for which a Board meeting is called or is unwilling to act, the Directors present must elect a Director present to chair the meeting.

12.5 Quorum

Unless the Board decides otherwise, the quorum for a Board meeting is 4 Directors and a quorum must be present for the whole meeting. An Alternate who is also a Director or a person who is an Alternate for more than 1 Appointer may only be counted once toward a quorum. A Director is treated as present at a meeting held by audio or audio-visual communication if the Director is able to hear and be heard by all others attending. If a meeting is held in another way permitted by section 248D, the Board must resolve the basis on which Directors are treated as present.

12.6 Majority Decisions

A resolution of the Board must be passed by a majority of the votes cast by Directors entitled to vote on the resolution. If an equal number of votes are cast for and against a resolution, the matter is decided in the negative.

12.7 Procedural Rules

The Board may adjourn and, subject to this document, otherwise regulate its meetings as it decides.

12.8 Written Resolution

If all the Directors entitled to receive notice of a Board meeting and to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document, a Board resolution in those terms is passed at the time when the last Director signs.

12.9 Additional Provisions Concerning Written Resolutions

For the purpose of rule 12.8:

- (a) 2 or more separate documents in identical terms, each of which is signed by 1 or more Directors, are treated as 1 document;
- (b) signature of a document by an Alternate is not required if the Appointer of that Alternate has signed the document;
- (c) signature of a document by the Appointer of an Alternate is not required if that Alternate has signed the document in that capacity; and
- (d) a telex, telegram, facsimile or electronic message containing the text of the document expressed to have been signed by a Director that is sent to the Company is a document signed by that Director at the time of its receipt by the Company.

12.10 Valid Proceedings

Each resolution passed or thing done by, or with the participation of, a person acting as a Director or Member of a committee is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting on the resolution or doing the thing.

13. MEETINGS OF MEMBERS

13.1 Annual General Meeting

The Company must hold an annual general meeting at least once in each calendar year and within 5 months after the end of its financial year as required by section 250N.

13.2 Calling Meetings of Members

- (a) The Board or a Director may at any time; and
- (b) the Board must when requested by Members under section 249D, or when ordered by the Court under section 249G,

convene a meeting of Members.

13.3 Notice of Meeting

Subject to rule 13.4 at least 21 days' written notice of a meeting of Members must be given individually to:

- (a) each Member (whether or not the Member is entitled to vote at the meeting);
- (b) each Director; and
- (c) to the Auditor,

the notice of meeting must comply with section 249L and may be given in any manner permitted by section 249J(3).

13.4 **Short Notice**

Subject to sections 249H(3) and (4):

- (a) if the Company has elected to convene a meeting of Members as the annual general meeting, if all the Members entitled to attend and vote agree; or
- (b) otherwise, if Members who together have power to cast at least 95% of the votes that may be cast at the meeting agree,

a resolution may be proposed and passed at a meeting of which less than 21 days notice has been given.

13.5 **Postponement or cancellation**

Subject to sections 249D(5) and 250N, the Board may:

- (a) postpone a meeting of Members;
- (b) cancel a meeting of Members; or
- (c) change the place for a general meeting,

by written notice given individually to each person entitled to be given notice of the meeting.

13.6 **Fresh Notice**

If a meeting of Members is postponed or adjourned for 1 month or more, the Company must give new notice of the resumed meeting.

13.7 **Technology**

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

13.8 **Accidental Omission**

The accidental omission to give notice to, or the non-receipt of notice by, any of those entitled to it does not invalidate any resolution passed at a meeting of Members.

14. **PROCEEDINGS AT MEETINGS OF MEMBERS**

14.1 **Member Present at Meeting**

If a Member has appointed a Proxy, Attorney or (in the case of a Member which is a body corporate) a Representative to act at a meeting of Members, that Member is taken to be present at a meeting at which the Proxy, Attorney or Representative is present.

14.2 Quorum

The quorum for a meeting of Members is 10 Members. Each individual present may only be counted once toward a quorum.

14.3 Quorum not Present

If a quorum is not present within 15 minutes after the time for which a meeting of Members is called:

- (a) if called as a result of a request of Members under section 249D, the meeting is dissolved; and
- (b) in any other case:
 - (i) the meeting is adjourned to the day, time and place that the Board decides and notifies to Members, or if no decision is notified before then, to the same time on the same day in the next week at the same place; and
 - (ii) if a quorum is not present at the adjourned meeting, the meeting is dissolved.

14.4 Chairing Meetings of Members

If the Board has appointed a Director to chair Board meetings, that Director may also chair meetings of Members if:

- (a) there is no Director who the Board has appointed to chair Board meetings for the time being; or
- (b) the Director appointed to chair Board meetings is not present at the time for which a meeting of Members is called or is not willing to chair the meeting,

the Members present must elect a Member or Director present to chair the meeting.

14.5 Attendance at General Meetings

- (a) Every Member has the right to attend all meetings of Members.
- (b) Every Director has the right to attend and speak at all meetings of Members of the Company.
- (c) The Auditor has the right to attend any meeting of Members of the Company and to speak on any part of the business of the meeting which concerns the Auditor in the capacity of Auditor.

14.6 Adjournment

Subject to rule 13.6, the Chairman of a meeting of Members at which a quorum is present:

- (a) may; and
- (b) must, if directed by ordinary resolution of the meeting,

adjourn the meeting to another time and place.

14.7 **Business at Adjourned Meetings**

The only business that may be transacted at a meeting resumed after an adjournment is the business left unfinished immediately before the adjournment.

15. **PROXIES, REPRESENTATIVES AND ATTORNEYS**

15.1 **Appointment of Proxies**

A Member may appoint a Proxy to attend and act for the Member at a meeting of Members. An appointment of Proxy must be made by written notice to the Company:

- (a) that complies with section 250A(1); or
- (b) in any other form and mode that is, and is signed or acknowledged by the Member in a manner, satisfactory to the Board.

15.2 **Members' Attorney**

A Member may appoint an Attorney to act, or to appoint a Proxy to act, at a meeting of the Company. If the Appointer is an individual, the Power of Attorney must be signed in the presence of at least 1 witness.

15.3 **Deposit of Proxy Forms and Powers of Attorney**

An appointment of a Proxy or Power of Attorney is not effective for a particular meeting of Members unless:

- (a) in the case of a Proxy, the Proxy form and, if it is executed by an Attorney, the relevant power of attorney or a certified copy of it; and
- (b) in the case of an Attorney, the Power of Attorney or a certified copy of it,

is received by the Company at its registered office or a fax number at that office (or another address specified for the purpose in the relevant notice of meeting) at least 48 hours before the time for which the meeting was called or, if the meeting has been adjourned, before the meeting is resumed.

15.4 **Corporate Representatives**

A Member that is a body corporate may appoint an individual to act as its representative at meetings of Members as permitted by section 250D.

15.5 **Standing Appointments**

A Member may appoint a Proxy, Attorney or Representative to act at a particular meeting of Members or make a standing appointment and may revoke any appointment. A Proxy, Attorney or Representative may, but need not, be a Member.

15.6 Suspension of Proxy or Attorney's powers if Member present

A Proxy or Attorney has no power to act for a Member at a meeting at which the Member is present:

- (a) in the case of an individual, in person;
- (b) in the case of a Body Corporate, by Representative,

A Proxy has no power to act for a Member at a meeting at which the Member is present by Attorney.

15.7 Priority of Conflicting Appointments of Attorney or Representative

If more than 1 Attorney or Representative appointed by a Member is present at a meeting of Members and the Company has not received notice of revocation of any of the appointments:

- (a) an Attorney or Representative appointed to act at that particular meeting may act to the exclusion of an Attorney or Representative appointed under a standing appointment; and
- (b) subject to rule 15.7 (a), an Attorney or Representative appointed under a more recent appointment may act to the exclusion of an Attorney or Representative appointed earlier in time.

15.8 More than two (2) Current Proxy Appointments

An appointment of a Proxy by a Member is revoked (or, in the case of a standing appointment, suspended for that particular meeting) if the Company receives a further appointment of proxy from that Member which would result in there being more than 2 proxies of that Member entitled to act at a meeting. The appointment of Proxy made first in time is the first to be treated as revoked or suspended by this rule.

15.9 Continuing Authority

An act done at a meeting of Members by a Proxy, Attorney or Representative is valid even if, before the act is done, the appointing Member:

- (a) dies or becomes mentally incapacitated;
- (b) becomes bankrupt or an insolvent under administration or is wound up; or
- (c) revokes the appointment or the authority under which the appointment was made by a third party,

unless the Company has received written notice of the matter before the start or resumption of the meeting at which the vote is cast.

16. ENTITLEMENT TO VOTE**16.1 Number of Votes**

Each Member has the number of votes as is determined by the Board annually in accordance with the Member's Membership category.

16.2 Casting Vote of Chairman

If an equal number of votes are cast for and against a resolution at a meeting of Members, the Chairman has a casting vote.

16.3 Decision on Right to Vote

A Member or Director may challenge a person's right to vote at a meeting of Members. A challenge may only be made at the meeting. A challenge, or any other doubt as to the validity of a vote, must be decided by the Chairman, whose decision is final.

17. HOW VOTING IS CARRIED OUT

17.1 Method of Voting

A resolution put to the vote at a meeting of Members must be decided on a show of hands unless a poll is demanded under rule 17.2 either before or on declaration of the result of the vote on a show of hands. Unless a poll is demanded, the chairman's declaration of a decision on a show of hands is final.

17.2 Demands for a Poll

A poll may be demanded on any resolution except a resolution concerning the election of the chairman of a meeting by:

- (a) at least two (2) Members entitled to vote on the resolution; or
- (b) the Chairman.

The demand for a poll does not affect the continuation of the meeting for the transaction of other business and may be withdrawn.

17.3 When and How Polls Must be Taken

If a poll is demanded:

- (a) if the resolution is for the adjournment of the meeting, the poll must be taken immediately and, subject to rule 17.3(c), in the manner that the Chairman of the meeting directs;
- (b) in all other cases, the poll must be taken at the time and place and, subject to rule 17.3(c), in the manner that the chairman of the meeting directs;
- (c) votes which section 250A(4) requires to be cast in a given way must be treated as cast in that way;
- (d) a person voting who has the right to cast two (2) or more votes need not cast all those votes and may cast those votes in different ways; and
- (e) the result of the poll is the resolution of the meeting at which the poll was demanded.

18. SECRETARY**18.1 Appointment and Removal of a Secretary**

The Board may appoint a Secretary of the Company either for a specified term or without specifying a term. The Chief Executive may be the Secretary of the Company.

18.2 Terms and Conditions of Office

A Secretary holds office on the terms (including as to remuneration) that the Board decides. The Board may vary any decision previously made by it in respect of a Secretary.

18.3 Removal from Office

Subject to any contract between the Company and the Secretary, the Board may remove a Secretary from that office whether or not the appointment was expressed to be for a specified term.

19. MINUTES**19.1 Minutes Must be Kept**

The Board must cause minutes of:

- (a) proceedings and resolutions of meetings of the Company's Members;
- (b) the name of Directors present at each Board meeting or committee meeting;
- (c) proceedings and resolutions of Board meetings (including meetings of a Committee to which Board powers are delegated under rule 8); and
- (d) resolutions passed by Directors without a meeting,

to be kept in accordance with section 251A.

19.2 Minutes as Evidence

Minutes recorded and signed in accordance with section 251A is evidence of the proceeding, resolution or declaration to which it relates unless the contrary is proved.

19.3 Inspection of Minute Books

The Company must allow Members to inspect, and provide copies of the minute books for the meetings of Members in accordance with section 251B.

19.4 Policy Book

The Company must record and maintain a record of all business plans and policies of the Company determined by the Board in a separate book. This record should also note the date of the determination of the policy and the history of the determination of the policy.

20. COMPANY SEALS

20.1 Common Seal

The Board:

- (a) may decide whether or not the Company has a common seal; and
- (b) is responsible for the safe custody of that seal (if any) and any duplicate seal it decides to adopt under section 123(2).

20.2 Use of Seals

The common seal and duplicate seal (if any) may only be used with the authority of the Board. The Board must not authorise the use of a seal that does not comply with section 123.

20.3 Fixing Seals to Documents

The fixing of the common seal, or any duplicate seal, to a document must be witnessed:

- (a) by two (2) Directors;
- (b) by any other signatories or in any other way (including the use of facsimile signatures) authorised by the Board.

21. ACCOUNTS AND AUDITS

21.1 Company Must Keep Accounts

The Board must cause the Company to keep written financial records that:

- (a) correctly record and explain its transactions (including transactions undertaken as trustee) and financial position and performance; and
- (b) would enable true and fair financial statements to be prepared and audited,

and must allow a Director and the auditor to inspect those records at all reasonable times.

21.2 Signatories on Bank Accounts

The Board shall appoint the signatories on the Company's bank accounts annually at the Annual General Meeting.

21.3 Financial Reporting

The Board must cause the Company to prepare a financial report and a Directors' report that comply with Part 2M.3 and must report to Members in accordance with section 314 no later than the deadline set by section 315.

21.4 Audits

The Board must cause the Company's financial report for each financial year to be audited and obtain an auditor's report. The eligibility, appointment, removal, remuneration, rights

and duties of the auditor are regulated by sections 324 to 334 inclusive and 1278, 1280 and 1289.

21.5 **Conclusive Reports**

Audited financial reports laid before the Company in general meetings are conclusive except as regards errors notified to the Company within 3 months after the relevant general meeting. If the Company receives notice of an error within that period, it must immediately correct the report and the report as corrected is then conclusive.

21.6 **Inspection of Financial Records and Books**

Subject to rule 19.3 and section 247A, a Member who is not a Director does not have any right to inspect any document of the Company except as authorised by the Board or by ordinary resolution.

22. **REGISTER OF MEMBERS**

The Company must maintain a register of Members.

In accordance with section 169, the register must contain the following information:

- (a) the name and address of each Member;
- (b) the date on which the entry of the Member's name in the register is made;
- (c) the name and details of each person who stopped being a Member of the Company within the last 7 years;
- (d) the date on which the person stopped being a Member; and
- (e) an index of Member's names where the company has more than 50 Members (and the register itself is not kept in a form that operates effectively as an index).

23. **NOTICES**

23.1 **Notices by Company**

A notice is properly given by the Company to a person if it is:

- (a) in writing signed on behalf of the Company (by original or printed signature);
- (b) addressed to the person to whom it is to be given; and either:
 - (i) delivered personally;
 - (ii) sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (iii) sent by fax to the fax number (if any) nominated by that person; or
 - (iv) sent by electronic message to the electronic address (if any) nominated by that person.

23.2 Overseas Members

A Member whose registered address is not in Australia may notify the Company in writing of an address in Australia to which notices may be sent.

23.3 When Notice is Given

A notice to a person by the Company is regarded as given and received:

- (a) if it is delivered personally or sent by fax or electronic message:
 - (i) by 5.00 pm (local time in the place of receipt) on a business day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a business day, or on a day that is not a business day - on the next business day; and
- (b) if it is sent by mail:
 - (i) within Australia - 3 business days after posting; or
 - (ii) to a place outside Australia - 7 business days after posting.

A certificate in writing signed by a Director or Secretary of the Company stating that a notice was sent is conclusive evidence of service.

23.4 Business Days

For the purposes of rule 23.1, a business day is a day that is not a Saturday, Sunday or public holiday in the place to which the notice is sent.

23.5 Counting Days

If a specified period must pass after a notice is given before an action may be taken, neither the day on which the notice is given nor the day on which the action is to be taken may be counted in reckoning the period.

23.6 Notices to "Lost" Members

If:

- (a) on two (2) or more consecutive occasions a notice served on a Member in accordance with this rule is returned unclaimed or with an indication that the Member is not known at the address to which it was sent; or
- (b) the Board believes on other reasonable grounds that a Member is not at the address shown in the Register or notified to the Company under rule 23.2,

the Company may give effective notice to that Member by exhibiting the notice at the Company's registered office for at least 48 hours.

This rule ceases to apply if the Member gives the Company notice of a new address.

24 WINDING UP

If after the winding up or dissolution of the company there remains, after the satisfaction of all its debts and liabilities, any property the same shall not be paid to or distributed among the Members of the Company but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its Members, such institution or institutions to be determined by the Members of the Company at or before time of dissolution or in default thereof by application to a court of competent jurisdiction for determination.