

***CORPORATIONS LAW***

**COMPANY LIMITED BY SHARES**

**CONSTITUTION**

**OF**

**AUSTRALIAN ORTHOPTISTS REGISTRATION BODY PTY LTD**  
**ACN 095 117 678**

Amended by Resolution on 29<sup>th</sup> July 2005

**LINDSAY L. MORGAN**  
Solicitor  
Level 12, 440 Collins St Melbourne  
Victoria 3000  
Tel (03) 9642 4099  
Fax (03) 9642 4800

**CONSTITUTION**  
**OF**  
**AUSTRALIAN ORTHOPTISTS REGISTRATION BODY PTY LTD**

***TABLE OF CONTENTS***

1. PRELIMINARY	1
2. MAIN PURPOSES OF COMPANY	2
3. CONSTITUTION - Shareholders' powers to amend	2
4. CAPITAL AND SHARES - Rights	2
5. CAPITAL AND SHARES - Directors' powers to issue	3
6. CAPITAL AND SHARES - Buy-backs	4
7. CAPITAL AND SHARES - Commission and brokerage	4
8. CAPITAL AND SHARES - Trusts not recognised	4
9. CAPITAL AND SHARES - Joint holders	4
10. CAPITAL AND SHARES - Right to certificate	4
11. CAPITAL AND SHARES - Replacement of certificate	5
12. CAPITAL AND SHARES - Variation of class rights	5
13. CALLS - Generally	5
14. CALLS - Instalments	6
15. CALLS - Interest and expenses on calls	6
16. CALLS - Recovery of amounts due	6
17. CALLS - Differentiation	7
18. CALLS - Payment of calls in advance	7
19. LIEN AND FORFEITURE - Lien	7
20. LIEN AND FORFEITURE - Lien sale	7
21. LIEN AND FORFEITURE - Forfeiture notice	8
22. LIEN AND FORFEITURE - Forfeiture	8
23. LIEN AND FORFEITURE - Liability of former Member	8
24. LIEN AND FORFEITURE - Sale	9
25. TRANSFER OF SHARES - Generally	9
26. TRANSFER OF SHARES - Transfer procedure	10
27. TRANSFER OF SHARES - Right to refuse registration	10
28. TRANSFER OF SHARES - Pre-emptive rights	10
29. TRANSFER OF SHARES - Closure of register	11
30. TRANSMISSION OF SHARES - Title on death	11
31. TRANSMISSION OF SHARES	12
32. CHANGES TO SHARE CAPITAL - Changes to share capital	12
33. CHANGES TO SHARE CAPITAL - New shares	13
34. GENERAL MEETINGS - Annual reports and convening general meetings	13
35. GENERAL MEETINGS - Notice of general meeting	13
36. PROCEEDINGS AT GENERAL MEETINGS - Member	14
37. PROCEEDINGS AT GENERAL MEETINGS - Use of technology	14
38. PROCEEDINGS AT GENERAL MEETINGS - Quorum	14
39. PROCEEDINGS AT GENERAL MEETINGS - Chairman	15
40. PROCEEDINGS AT GENERAL MEETINGS - Adjournment	15
41. PROCEEDINGS AT GENERAL MEETINGS - Decision of questions	15
42. PROCEEDINGS AT GENERAL MEETINGS - Taking a poll	16
43. PROCEEDINGS AT GENERAL MEETINGS - Written resolutions	16
44. VOTES OF MEMBERS - Entitlement to vote	17
45. VOTES OF MEMBERS - Unpaid calls	17

46. VOTES OF MEMBERS - Joint holders	17
47. VOTES OF MEMBERS - Objections	17
48. VOTES OF MEMBERS - Votes by operation of law	17
49. VOTES OF MEMBERS - Votes by proxy	17
50. VOTES OF MEMBERS - Instrument appointing proxy	18
51. VOTES OF MEMBERS - Lodgment of proxy	18
52. VOTES OF MEMBERS - Validity	19
53. VOTES OF MEMBERS - Body corporate representatives	19
54. APPOINTMENT AND REMOVAL OF DIRECTORS - Number of Directors	20
55. APPOINTMENT AND REMOVAL OF DIRECTORS - Qualification	20
56. APPOINTMENT AND REMOVAL OF DIRECTORS - Appointment by stakeholders	20
57. APPOINTMENT AND REMOVAL OF DIRECTORS - Generally	21
58. APPOINTMENT AND REMOVAL OF DIRECTORS - Period of office	21
59. APPOINTMENT AND REMOVAL OF DIRECTORS - Vacation of office	21
60. REMUNERATION OF DIRECTORS - Remuneration of non-executive Directors	21
61. REMUNERATION OF DIRECTORS - Remuneration of Executive Directors	22
62. REMUNERATION OF DIRECTORS - Payment to former Directors	22
63. POWERS AND DUTIES OF DIRECTORS - Directors to manage Company	22
64. PROCEEDINGS OF DIRECTORS - Directors' meetings if more than one director	23
65. PROCEEDINGS OF DIRECTORS - Decision of questions if more than one director	23
66. PROCEEDINGS OF DIRECTORS - Directors' interests	24
67. PROCEEDINGS OF DIRECTORS - Alternate Directors	24
68. PROCEEDINGS OF DIRECTORS - Associate Directors	25
69. PROCEEDINGS OF DIRECTORS - Remaining Directors	25
70. PROCEEDINGS OF DIRECTORS - Chairman	25
71. PROCEEDINGS OF DIRECTORS - Directors' committees	25
72. PROCEEDINGS OF DIRECTORS - Circulating resolutions or written determination if one or more directors	26
73. PROCEEDINGS OF DIRECTORS - Validity of acts of Directors	26
74. PROCEEDINGS OF DIRECTORS - Minutes and registers	26
75. EXECUTIVE DIRECTOR - Appointment of Executive Director	27
76. EXECUTIVE DIRECTOR - Powers	27
77. LOCAL MANAGEMENT- Local management	27
78. LOCAL MANAGEMENT - Appointment of attorneys and agents	28
79. SECRETARY	28
80. EXECUTION OF DOCUMENTS - Common seal	29
81. EXECUTION OF DOCUMENTS - Without common seal	29
82. SEALS - Official seal	29
83. SEALS - Share seal	29
84. INSPECTION OF RECORDS - Times for inspection	29
85. DIVIDENDS AND RESERVES - No dividend or distribution	30
86. DIVIDENDS AND RESERVES - Reserves	30
87. NOTICES - Service of notices	30
88. NOTICES AND REPORTS - Persons entitled to notice and reports	32
89. AUDIT AND ACCOUNTS - Company to keep accounts	32
90. WINDING UP	32
91. PAYMENTS BY THE COMPANY - Indemnity and Insurance	33
SCHEDULE 1	34
FORM OF PROXY	34

***CORPORATIONS LAW***  
**COMPANY LIMITED BY SHARES**  
**CONSTITUTION**

**OF**

**AUSTRALIAN ORTHOPTISTS REGISTRATION BODY PTY LTD**  
**ACN 095 117 678**

**1. PRELIMINARY**

1.1 In this Constitution:

**Alternate Director** means a person appointed as an alternate director under **Article 65**;

**Article** means an article of this Constitution;

**Auditor** means the Company's auditor, if any;

**business day** has the same meaning as in the *Corporations Law*;

**Company** means AUSTRALIAN ORTHOPTISTS REGISTRATION BODY PTY LTD ACN 095 117 678;

**Constitution** means:

(a) in any reference to an Article - this document as amended from time to time, and

(b) in any other reference -

(i) this document, and

(ii) any other document governing activities or conduct of the Company or its members

as amended from time to time;

**Director** includes any person occupying the position of director of the Company and, where appropriate, includes an Alternate Director;

**Directors** means all or some of the Directors acting as a board;

**dividend** includes bonus;

**Executive Director** means a person appointed as an executive director under **Article 75.1**;

**Member** means a person entered in the Register or any branch register as the holder of shares;

**Office** means the Company's registered office;

**Register** means the register of Members of the Company;

**registered address** means the last known address of a Member as noted in the Register;

**Representative** means a person authorised by a Member to act as its representative under **Article 53.1**;

**Seal** means the Company's common seal;

**Secretary** means any person appointed by the Directors to perform any of the duties of a secretary of the Company;

**shares** means shares in the capital of the Company.

- 1.2 In this Constitution, unless the context otherwise requires, headings are for ease of reference only and do not affect the construction of this Constitution.
- 1.3 Division 10 of Part 1.2 of the *Corporations Law* applies in relation to this Constitution as if it were an instrument made under the *Corporations Law* as in force on the day when this Constitution becomes binding on the Company.
- 1.4 The replaceable rules referred to in section 135 of the *Corporations Law* do not apply to the Company.

## 2. MAIN PURPOSES OF COMPANY

The main purposes for which the Company is incorporated are:

- (a) to provide for the registration (either voluntary or compulsory according to law) of orthoptists and investigations into the professional conduct and fitness to practice of registered orthoptists; and
- (b) to establish and maintain the Australian Orthoptic Board; and
- (c) to provide for other related matters.

## 3. CONSTITUTION - Shareholders' powers to amend

- 3.1 Subject to **Article 3.1**, the Company may modify or repeal this Constitution, or a provision of, this Constitution, by special resolution.
- 3.2 This Constitution may not be amended unless the appointors named in **Article 56.1** agree.

## 4. CAPITAL AND SHARES - Rights

- 4.1 Subject to this Constitution and to the terms of issue of shares, all shares in the capital of the Company attract the following rights, privileges and conditions:
  - (a) the right to receive notice of and to attend and vote at all general meetings of the Company at one vote per share;
  - (b) no right to receive dividends;
  - (c) in a winding up or reduction of capital, the right:

- (i) to repayment of the capital paid up on the share; and
- (ii) no right to participate in the distribution of the surplus assets (if any) of the Company.

4.2 Subject to **Article 4.3**, the income and property of the Company, from wherever derived, will be applied solely towards the promotion of the main purposes of the Company as set out in **Article 2**, and no portion shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members.

4.3 **Article 4.2** does not prevent:

- (a) the payment, in good faith, of:
  - (i) remuneration to any officers or employees of the Company for any services actually rendered to the Association;
  - (ii) an amount to any Member in return for any services actually rendered to the Company or for goods supplied in the ordinary course of business;
  - (iii) interest at a rate determined on an arms-length basis on money borrowed from any Members; or
  - (iv) reasonable rent for premises let by any Member to the Company; or
- (b) the Company from providing services or information to the Members on terms which are different from the terms under which services or information are provided to persons who are not Members; or
- (c) the payment of a premium in respect of a contract insuring a person who is or has been a Director against a liability incurred by the person as a Director.

4.4 All payments made by the Board to Directors must except as provided in **Article 2.3** be approved by the Directors.

## 5. CAPITAL AND SHARES - Directors' powers to issue

5.1 Subject to the *Corporations Law* and this Constitution, the Directors may and allot, or dispose of the shares to the extent authorised under **Article 32.1**:

- (a) to persons;
- (b) at a price; and
- (c) on other terms

determined by the Directors.

5.2 Subject to the *Corporations Law*, the Directors' power under **Article 5.1** includes the power to issue options over unissued shares and the power to allot preference shares that are, or at the option of the Company are, liable to be redeemed.

- 5.3 Subject to the *Corporations Law*, the Directors may issue and allot shares with:
- (a) any preferential, deferred or special rights, privileges or conditions; or
  - (b) any restrictions in regard to dividend, voting, return of capital or otherwise.

**6. CAPITAL AND SHARES - Buy-backs**

The Company may, in accordance with the *Corporations Law*, buy ordinary shares in itself on terms and at times determined from time to time by the Directors.

**7. CAPITAL AND SHARES - Commission and brokerage**

- 7.1 The Directors may exercise the power conferred by the *Corporations Law* to make payments by way of brokerage or commission in respect of subscriptions for shares in the Company.
- 7.2 Payments in accordance with **Article 7.1** may be made in cash, by the allotment of shares, by the grant of options over shares, or by a combination of any of those methods or otherwise.

**8. CAPITAL AND SHARES - Trusts not recognised**

- 8.1 Except as required by law, the Company will not recognise any person as holding a share on trust and the Company will not recognise any equitable, contingent, future or partial interest or any other right in respect of a share except the registered holder's absolute right of ownership.
- 8.2 Subject to the other Articles, this **Article 8** applies even if the Company has notice of the relevant trust, interest or right.

**9. CAPITAL AND SHARES - Joint holders**

- 9.1 If two or more persons are registered as the holders of a share, they are taken to hold the share as joint tenants with benefits of survivorship and the person whose name appears first on the Register is the only joint holder entitled to receive notices from the Company.
- 9.2 Any one of the joint holders of a share may give effectual receipts for any dividend or return of capital payable to the joint holders.

**10. CAPITAL AND SHARES - Right to certificate**

- 10.1 Subject to the conditions of allotment of any shares or any class of shares:
- (a) every Member is entitled free of charge to one certificate for all shares registered in its name; and
  - (b) a Member may request several certificates in reasonable denominations for different portions of its holding.
- 10.2
- (a) Subject to the conditions of allotment of any shares or any class of shares, joint holders are entitled to a single certificate in their joint names in respect of each portion of their holding.
  - (b) The certificate will be sent to the joint holder whose name appears first in the Register.

- 10.3 The Company must issue a replacement certificate for shares in accordance with the *Corporations Law* if:
- (a) the holder of the shares is entitled to a certificate for those shares;
  - (b) satisfactory evidence has been received by the Company that the certificate for shares previously issued has been stolen, lost or destroyed and has not been pledged, charged, sold or otherwise disposed of; and
  - (c) the Member has undertaken in writing to the Company to return the certificate to the Company if it is found or received by the Member.
- 10.4 Every certificate for shares must be issued and despatched in accordance with the *Corporations Law*.

## **11. CAPITAL AND SHARES - Replacement of certificate**

The Directors may order worn out or defaced certificates to be cancelled and replaced by new certificates.

## **12. CAPITAL AND SHARES - Variation of class rights**

- 12.1 The rights attached to any class of shares may, unless their terms of issue state otherwise, be varied:
- (a) with the written consent of the holders of 75% of the issued shares of the class; or
  - (b) with the sanction of a special resolution passed at a separate general meeting of the holders of shares of the class.
- 12.2 The provisions of this Constitution relating to general meetings apply, with necessary changes, to separate class meetings as if they were general meetings except that:
- (a) a quorum is two persons holding or representing by proxy at least one-third of the issued shares of the class or, if there is one holder of shares in a class, that person; and
  - (b) any holder of shares of the class, present in person or by proxy, may demand a poll.
- 12.3 The rights conferred on the holders of shares which are not ordinary shares and which have preferential or other special rights will, unless otherwise expressly provided by their respective terms of issue, be taken to be varied by:
- (a) the issue of more shares; or
  - (b) the conversion of securities to new securities, which rank equally with or in priority to those shares.

## **13. CALLS - Generally**

- 13.1 Subject to the terms on which partly paid shares are issued, the Directors may make calls on the holders of the shares for any money unpaid on them (whether on account of the issue price of the shares or by way of premium on the shares or both).



- 13.2 A call is made when the resolution of the Directors authorising it is passed. The Directors may require it to be paid by instalments.
- 13.3 The Directors may revoke or postpone a call before its due date for payment.
- 13.4 At least 10 business days before the due date for payment of a call the Company must send to Members on whom the call is made a notice specifying:
- (a) the amount of the call;
  - (b) the due date for payment; and
  - (c) the place for payment.
- 13.5 A Member to whom notice of a call is given in accordance with this **Article 13** must pay to the Company the amount called in accordance with the notice.
- 13.6 Failure to send a notice of a call to any Member or the non-receipt of a notice by any Member does not invalidate the call.
- 13.7 Joint holders of shares are jointly and severally liable to pay all calls in respect of their shares.

#### **14. CALLS - Instalments**

Where the Directors require a call to be payable by instalments:

- (a) the amount of an instalment is payable as if it were a call made by the Directors and as if they had given notice of it; and
- (b) the consequences of late payment or non-payment of an instalment are the same as the consequences of late payment or non-payment of a call.

#### **15. CALLS - Interest and expenses on calls**

If an amount called is not paid on or before the due date, the person liable to pay the amount must also pay:

- (a) interest on the amount from the due date to the time of actual payment at a rate determined by the Directors (not exceeding 20% per annum); and
- (b) all expenses incurred by the Company as a consequence of the non-payment,

but the Directors may waive payment of the interest and expenses in whole or in part.

#### **16. CALLS - Recovery of amounts due**

On the hearing of any action for the recovery of money due for any call, proof that:

- (a) the name of the person sued was, when the call was made, entered in the Register as a holder or the holder of shares in respect of which the call was made;
- (b) the resolution making the call is duly recorded in the Directors' minute book; and
- (c) notice of the call was given to the person sued,

will be conclusive evidence of the debt.

**17. CALLS - Differentiation**

The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

**18. CALLS - Payment of calls in advance**

18.1 The Directors may accept from a Member the whole or part of the amount unpaid on a share before the amount accepted has been called.

18.2 The Company may:

- (a) pay interest on any amount accepted, until the amount is payable under a call and at a rate (not exceeding 20% per annum) agreed between the Member and the Directors; and
- (b) subject to any contract between the Company and the Member, repay all or any of the amount accepted in excess of the amount called on the share.

18.3 Payment of an amount in advance of a call does not entitle the paying Member to any dividend, benefit or advantage, other than the payment of interest under this **Article 18**, to which the Member would not have been entitled if it had paid the amount when it became due.

**19. LIEN AND FORFEITURE - Lien**

19.1 The Company has a first and paramount lien on every partly paid share for all money:

- (a) due and unpaid to the Company at a fixed time, in respect of the share;
- (b) presently payable by the holder of the share, or the holder's estate, to the Company in respect of the share; or
- (c) which the Company is required by law to pay in respect of the share.

19.2 Company's lien extends to all dividends payable in respect of the share.

19.3 Unless the Directors determine otherwise, the registration of a transfer of a share operates as a waiver of the Company's lien on the share.

17.4 The Directors may declare a share to be wholly or partly exempt from a lien.

**20. LIEN AND FORFEITURE - Lien sale**

If:

- (a) the Company has a lien on a share for money presently payable; and
- (b) the Company has given the Member who holds the share written notice demanding payment of the money,

then 14 or more days after giving the notice, the Directors may sell the share in any manner determined by them.

## **21. LIEN AND FORFEITURE - Forfeiture notice**

21.1 The Directors may at any time after a call or instalment becomes payable and remains unpaid by a Member, serve a notice on the Member requiring the Member to pay:

- (a) the unpaid amount;
- (b) any interest that has accrued; and
- (c) all expenses incurred by the Company as a consequence of the non-payment.

21.2 The notice under **Article 21.1** must:

- (a) specify a day (not earlier than 14 days after the date of the notice) on or before which the payment required by the notice must be made; and
- (b) state that if a Member does not comply with the notice, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

## **22. LIEN AND FORFEITURE - Forfeiture**

22.1 If a Member does not comply with a notice served under **Article 21.1**, then any or all of the shares in respect of which the notice was given may be forfeited under a resolution of the Directors.

22.2 Dividends declared and unpaid in respect of forfeited shares will also be forfeited.

22.3 On forfeiture, shares become the property of the Company and forfeited shares may be sold, disposed of, or cancelled on terms determined by the Directors.

22.4 The Directors may, at any time before a forfeited share is sold, disposed of or cancelled, annul the forfeiture of the share on conditions determined by them.

22.5 Promptly after a share has been forfeited:

- (a) notice of the forfeiture must be given to the Member in whose name the share was registered immediately before its forfeiture; and
- (b) the forfeiture and its date must be noted in the Register.

## **23. LIEN AND FORFEITURE - Liability of former Member**

23.1 The interest of a person who held shares which are forfeited is extinguished but the former Member remains liable to pay:

- (a) all money (including interest and expenses) that was payable by the Member to the Company at the date of forfeiture in respect of the forfeited shares; and
- (b) interest from the date of forfeiture until payment at a rate determined by the Directors (not exceeding 20% per annum).

23.2 A former Member's liability to the Company ceases if and when the Company receives payment in full of all money (including interest and expenses) payable by the person in respect of the shares.

## **24. LIEN AND FORFEITURE - Sale**

24.1 The Company may:

- (a) receive the consideration (if any) given for a forfeited share on any sale or disposition of the share; and
- (b) execute a transfer of the share in favour of a person to whom the share is sold or disposed of.

24.2 The purchaser of the share:

- (a) is not bound to check the regularity of the sale or the application of the purchase price;
- (b) obtains title to the share despite any irregularity in the sale; and
- (c) will not be subject to complaint or remedy by the former holder of the share in respect of the purchase.

24.3 A statement signed by a Director and the Secretary that the share has been regularly forfeited and sold or re-allotted, or regularly sold without forfeiture to enforce a lien, is conclusive evidence of the matters stated as against all persons claiming to be entitled to the share.

24.4 The net proceeds of any sale made to enforce a lien or on forfeiture must be applied by the Company in the following order:

- (a) in payment of the costs of the sale;
- (b) in payment of all amounts secured by the lien or all money that was payable in respect of the forfeited share; and
- (c) in payment of any surplus to the former Member whose share was sold.

## **25. TRANSFER OF SHARES - Generally**

25.1 Subject to this Constitution, a Member may transfer the shares held by that Member.

25.2 Shares may be transferred by:

- (a) a written transfer instrument in any usual or common form; or
- (b) any other form approved by the Directors.

25.3 A written transfer instrument referred to in **Article 23.2** must be executed by or on behalf of the transferor and the transferee.

- 25.4 (a) A transferor of shares remains the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the Register in respect of the shares.
- (b) A transfer of shares does not pass the right to any dividends declared on the shares until such registration.

## **26. TRANSFER OF SHARES - Transfer procedure**

26.1 For a transfer of shares:

- (a) the written transfer instrument must be left at the Office or the office of the Company's share registrar, together with any fee (of \$1.00 or less) the Directors require;
- (b) the instrument must be accompanied by a certificate for the shares dealt with in the transfer, unless the Directors waive production of the certificate on receiving satisfactory evidence of the loss or destruction of the certificate; and
- (c) the Directors may require other evidence of the transferor's right to transfer the shares.

26.2 Subject to the powers vested in the Directors by this Constitution, the Company must register all registrable transfer forms and issue certificates without charge, except where the issue of a certificate is to replace a lost or destroyed certificate.

## **27. TRANSFER OF SHARES - Right to refuse registration**

27.1 The Directors may in their absolute discretion and without assigning any reason decline to register any transfer of shares or other securities.

27.2 The Directors may in their absolute discretion refuse to register any transfer of shares or other securities on which stamp duty is payable but unpaid.

## **28. TRANSFER OF SHARES - Pre-emptive rights**

28.1 Unless all other Members otherwise agree, a Member is prohibited from disposing of any of its shares except to another Member and without complying with the provisions of this **Article 26**.

28.2 A Member that wishes to transfer any of its shares ('Retiring Member') must give a notice in writing ('Transfer Notice') to the other Members specifying that the Retiring Member desires to transfer all of its shares ('Sale Shares') and the terms and conditions of payment (but not the price) and any other terms and conditions.

28.3 The following provisions apply to a Transfer Notice:

- (a) a Transfer Notice is taken to operate from the date of service of the Transfer Notice under **Article 28.2** as an offer by the Retiring Member to sell to the other Members all of the Sale Shares for a price equal to the price paid for the share and on the terms and conditions set out in the Transfer Notice;
- (b) the other Members may within 30 days after the date of service of the Auditor's valuation accept the offer by serving notice in writing on the Retiring Member;
- (c) if the other Members accept the offer contained in a Transfer Notice in full:
  - (i) then the Retiring Member must transfer the Sale Shares to the other Members who accepted the offer and, unless otherwise agreed by the other Members who accepted the offer, in the same proportions that the shareholding of each of the other Members accepting the offer bears to the total issued share capital of the Company, excluding the Sale Shares;

- (ii) completion of the sale of the Sale Shares must take place on the fourteenth day after the date that the notice accepting the offer is given to the Retiring Member (or on an earlier date agreed between the Retiring Member and the other Members), at a time and place to be agreed by the other Members and the Retiring Member or, failing agreement, at 10.00 a.m. on that fourteenth day or on the next business day after that fourteenth day, at the Office;
  - (d) at completion:
    - (i) the other Members must pay their share of the purchase price to the Retiring Member for the Sale Shares and the Retiring Member must deliver to the other Members the certificates relating to the shares and a transfer of the shares duly executed by the Retiring Member;
    - (ii) the other Members must put the Company in funds and procure that it repays all amounts then owing by the Company to the Retiring Member.
- 28.5 If the Retiring Member defaults in complying with **Article 28.4** the Directors may receive the purchase money on behalf of the Retiring Member. The Directors must then immediately execute a transfer of the Sale Shares and, subject only to the transfer being duly stamped, cause the names of the other Members who accepted the offer to be entered in the Register as the holders of the shares and hold the purchase money in trust for the Retiring Member. The receipt of the Directors for the purchase money is a good discharge to the other Members and, after the other Members' names have been entered in the Register in purported exercise of the power given by this Article, the validity of proceedings may not be questioned by any person.
- 28.6 If the other Members do not fully accept the offer contained in a Transfer Notice within the time provided by **Article 28.4(b)**, then the offer lapses.
- 28.7 A Transfer Notice cannot be revoked or withdrawn without the consent of the other Members.
- 29. TRANSFER OF SHARES - Closure of register**
- The transfer books and the Register may be closed for up to 30 days in each year.
- 30. TRANSMISSION OF SHARES - Title on death**
- 30.1 The legal personal representative of a deceased Member who was the sole holder of shares is the only person whom the Company will recognise as having any title to the deceased Member's shares.
- 30.2 If a deceased Member was a joint holder of shares, the other joint holder is the only person whom the Company will recognise as having any title to the deceased Member's shares .
- 30.3 The estate of the deceased Member will not be released from any liability to the Company in respect of the shares.
- 30.4 The Company may register a transfer to a transferee who dies before the transfer is registered.

### 31. TRANSMISSION OF SHARES

31.1 A person who becomes entitled to a share in consequence of the death, lunacy or bankruptcy of a Member may, subject to producing to the Directors evidence of its entitlement which is satisfactory to the Directors, elect to:

- (a) be registered as the holder of the share; or
- (b) transfer the share to some other person nominated by it.

31.2 If the person who has become entitled to a share:

- (a) elects to be registered as the holder, then the person must deliver or send to the Company a written notice of election signed by it; or
- (b) elects to transfer the share, then the person must execute a transfer of the share.

31.3 An election to be registered as a holder of a share under **paragraph 31.1 (a)** or a transfer of a share from a Member or deceased Member under this **Article 31** is subject to the same limitations, restrictions and provisions of this Constitution as would apply if the election were a transfer or the transfer were made by the Member or deceased Member itself.

31.4 A person who:

- (a) has become entitled to a share by operation of law; and
- (b) has produced evidence of its entitlement which is satisfactory to the Directors,

is entitled to the dividends and other rights of the registered holder of the share.

31.5 Where two or more persons are jointly entitled to any share in consequence of the death of the registered holder, they will be considered to be joint holders of the share.

31.6 Any person who is registered under this clause must indemnify the Company against all liabilities, costs, losses and expenses incurred by the Company as a result of registering the person.

### 32. CHANGES TO SHARE CAPITAL - Changes to share capital

32.1 The Company may by resolution:

- (a) authorise the Directors to issue shares to the extent specified in the resolution;
- (b) consolidate and divide all or any of its share capital into a smaller or greater number than its existing shares;
- (c) subdivide its shares or any of them into a greater number of shares than the existing number but so that, in the subdivision, the proportion between the amount paid and the amount (if any) unpaid on each share of a smaller amount is the same as it was in the case of the share from which the share of the smaller amount is derived; and
- (d) cancel shares that, at the date of the resolution, no person has taken or agreed to take or that have been forfeited, and reduce the amount of its share capital by the amount of the shares cancelled.

- 32.2 For the purpose of giving effect to a consolidation or subdivision of all or any of the share capital of the Company, the Directors may settle any difficulty that arises as they think expedient and in particular may:
- (a) issue fractional certificates;
  - (b) vest any fractions of shares in trustees on such trusts for the persons entitled to the fractions of shares as may seem expedient to the Directors; or
  - (c) sell the shares representing the fractions for the best price reasonably obtainable to any person and distribute the net proceeds of sale (subject to retention by the Company of small amounts where the cost of distribution would be disproportionate to the amounts involved) in due proportion among those Members and, for such sale, any Director may execute an instrument of transfer of the shares to the purchaser.
- 32.3 Subject to the *Corporations Law*, the Company may by special resolution reduce its share capital, any capital redemption reserve or any share capital account.

**33. CHANGES TO SHARE CAPITAL - New shares**

Subject to their terms of issue and this Constitution, new shares are considered part of the original capital and are subject to this Constitution.

**34. GENERAL MEETINGS - Annual reports and convening general meetings**

- 34.1 The Directors cause reports of the directors and auditors of the Company to be made in accordance with the requirements of the *Corporations Law* applicable to large proprietary companies generally.
- 34.2 Any Director may, at any time, convene a general meeting.
- 34.3 (a) A Member may only requisition the Directors to convene a general meeting in accordance with section 249D of the *Corporations Law*.
- (b) A Member may not convene or join in convening a general meeting except under section 249F of the *Corporations Law*.

**35. GENERAL MEETINGS - Notice of general meeting**

- 35.1 Subject to the *Corporations Law* at least 21 days' written notice (exclusive of the day on which the notice is served or taken to be served and of the day for which notice is given) must be given to Members of any general meeting.
- 35.2 Subject to the *Corporations Law* a notice convening a general meeting must:
- (a) specify a reasonable place, date and time for the meeting; and
  - (b) state the general nature of the business to be transacted at the meeting.
- 35.3 A notice of an annual general meeting need not state that the business to be transacted at the meeting includes:
- (a) the consideration of accounts and the reports of the directors and auditors;



- (b) the election of directors in the place of those retiring; or
  - (c) the appointment and fixing of the remuneration of the Auditor.
- 35.4 (a) The Directors may postpone or cancel any general meeting whenever they think fit (other than a meeting convened as the result of a requisition under **Article 34.2**).
- (b) The Directors must give notice of the postponement or cancellation to all persons entitled to receive notices from the Company.
- 35.5 The failure or accidental omission to send a notice of a general meeting to any Member or the non-receipt of a notice by any Member does not invalidate the proceedings at or any resolution passed at the general meeting.

### **36. PROCEEDINGS AT GENERAL MEETINGS - Member**

In **Articles 37, 38, 41 and 44**, 'Member' includes a Member present in person or by proxy, attorney or Representative.

### **37. PROCEEDINGS AT GENERAL MEETINGS - Use of technology**

- 37.1 The Company may hold a meeting of its Members at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.
- 37.2 A Member who participates in a meeting held in accordance with **Article 35.1** is taken to be present and entitled to vote at the meeting.

### **38. PROCEEDINGS AT GENERAL MEETINGS - Quorum**

- 38.1 No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business.
- 38.2 A quorum of Members is constituted by:
- (a) while the Company is a proprietary company with a single member - that member; and
  - (b) in any other event - 2 Members personally present.
- 38.3 If a quorum is not present within 30 minutes after the time appointed for a meeting:
- (a) if the meeting was convened on the requisition of Members, it is automatically dissolved; or
  - (b) in any other case:
    - (i) it will stand adjourned to the same time and place seven days after the meeting, or to another day, time and place determined by the Directors; and
    - (ii) if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, it is automatically dissolved.

### **39. PROCEEDINGS AT GENERAL MEETINGS - Chairman**

39.1 The chairman, or in the chairman's absence the deputy chairman, of Directors' meetings will be the chairman at every general meeting.

39.2 If:

- (a) there is no chairman or deputy chairman; or
- (b) neither the chairman nor deputy chairman is present within 15 minutes after the time appointed for holding the meeting; or
- (c) the chairman and deputy chairman are unwilling to act as chairman of the meeting, the Directors present may elect a chairman.

39.3 If no appointment is made under **Article 39.2**, then:

- (a) the Members may elect one of the Directors present as chairman; or
- (b) if no Director is present or is willing to take the chair, the Members may elect one of the Members present as chairman.

39.4 If there is a dispute at a general meeting about a question of procedure, the chairman may determine the question.

### **40. PROCEEDINGS AT GENERAL MEETINGS - Adjournment**

40.1 The chairman of a meeting at which a quorum is present:

- (a) in his or her discretion may adjourn a meeting with the meeting's consent; and
- (b) must adjourn a meeting if the meeting directs him or her to do so.

40.2 An adjourned meeting may take place at a different venue to the initial meeting.

40.3 The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting.

40.4 If a general meeting has been adjourned for more than 11 days, at least 3 days' written notice (exclusive of the day on which the notice is served or taken to be served and of the day for which notice is given) of the adjourned meeting must be given to Members.

### **41. PROCEEDINGS AT GENERAL MEETINGS - Decision of questions**

41.1 Subject to the *Corporations Law* in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.

41.2 A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded, before or on the declaration of the result of the show of hands, by:

- (a) the chairman;
- (b) any 2 Members who have the right to vote at the meeting;

- (c) any Member or Members who can vote not less than 10% of all votes held by Members who have the right to vote at the meeting; or
  - (d) any Member or Members who can vote shares on which an amount has been paid up equal to not less than 10% of the total amount paid up on all shares conferring the right to vote at the meeting.
- 41.3 The chairman has a casting vote on a show of hands and on a poll in addition to the chairman's votes as a Member, proxy, attorney or Representative.
- 41.4 Unless a poll is demanded:
- (a) a declaration by the chairman that a resolution has been carried, carried by a specified majority, or lost; and
  - (b) an entry to that effect in the minutes of the meeting,
- are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- 41.5 The demand for a poll may be withdrawn.
- 41.6 A decision of a general meeting may not be impeached or invalidated on the ground that a person voting at the meeting was not entitled to do so.

#### **42. PROCEEDINGS AT GENERAL MEETINGS - Taking a poll**

- 42.1 A poll will be taken when and in the manner that the chairman directs.
- 42.2 The result of the poll will be the resolution of the meeting at which the poll was demanded.
- 42.3 The chairman may determine any dispute about the admission or rejection of a vote.
- 42.4 The chairman's determination, if made in good faith, will be final and conclusive.
- 42.5 A poll demanded on the election of the chairman or the adjournment of a meeting must be taken immediately.
- 42.6 After a poll has been demanded at a meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.

#### **43. PROCEEDINGS AT GENERAL MEETINGS - Written resolutions**

- 43.1 Subject to the *Corporations Law*, if all the Members have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms is taken to have been passed at a general meeting held on the day on which the document was last signed by a Member.
- 43.2 For the purposes of **Article 43.1**, two or more identical documents, each of which is signed by one or more Members, together constitute one document signed by those Members on the days on which they signed the separate documents.
- 43.3 Any document referred to in this Article may be in the form of a facsimile transmission.

- 43.4 While the Company is a proprietary company with a single Member and the Member records in writing the Member's decision to a particular effect, the recording of the decision counts as the passing by the Member of a resolution to that effect.
- 43.5 A record made for the purpose of **Article 43.4** also has effect as minutes of the passing of the resolution.
- 43.6 A declaration has effect as minutes that record the making of the declaration.

**44. VOTES OF MEMBERS - Entitlement to vote**

Subject to this Constitution and to any rights or restrictions attaching to any class of shares:

- (a) every Member may vote;
- (b) subject to **Article 49.2**, on a show of hands every Member has one vote; and
- (c) on a poll every Member has one vote for each fully paid share.

**45. VOTES OF MEMBERS - Unpaid calls**

A Member is not entitled to vote or to be counted in a quorum unless all calls and other sums payable by the Member in respect of shares have been paid.

**46. VOTES OF MEMBERS - Joint holders**

If two or more joint holders purport to vote, the vote of the joint holder whose name appears first in the Register will be accepted, to the exclusion of the other joint holder or holders.

**47. VOTES OF MEMBERS - Objections**

- 47.1 An objection to the qualification of a voter may only be raised at the meeting or adjourned meeting at which the voter tendered its vote.
- 47.2 An objection must be referred to the chairman of the meeting, whose decision is final.
- 47.3 A vote which the chairman does not disallow under an objection is valid for all purposes.

**48. VOTES OF MEMBERS - Votes by operation of law**

A person who has satisfied the Directors not less than 24 hours before a general meeting that it is entitled to a share by operation of law may exercise all rights attached to the share in relation to a general meeting, as if the person were the registered holder of the share.

**49. VOTES OF MEMBERS - Votes by proxy**

- 49.1 If a Member appoints one proxy, that proxy may vote on a show of hands.
- 49.2 If a Member appoints two proxies, neither proxy may vote on a show of hands.
- 49.3 While a Member is not present at a meeting a proxy appointed to attend and vote for a Member at the meeting has the same rights as the Member:

- (a) to speak at the meeting; and
- (b) to vote (but only to the extent allowed by the appointment); and
- (c) to demand or join in demanding a poll.

**50. VOTES OF MEMBERS - Instrument appointing proxy**

- 50.1 A natural person may appoint one or two proxies by a written appointment signed by the appointor or the appointor's attorney.
- 50.2 A corporation may appoint one or two proxies by a written appointment under the appointor's common seal or signed by a director, secretary or attorney of the appointor.
- 50.3 A proxy need not be a Member.
- 50.4 A proxy who is not entitled to vote on a resolution as a Member may vote as a proxy for another Member who can vote if the appointment of the proxy specifies the way the proxy is to vote on the resolution and the proxy votes that way.
- 50.5 If a Member appoints two proxies, that appointment is of no effect unless each proxy is appointed to represent a specified proportion of the appointor's voting rights.
- 50.6 (a) An appointment of a proxy must be in a form approved by the Directors.
- (b) **Schedule 1** sets out a form which will be taken to be approved by the Directors unless they resolve to use a different form.
- 50.7 A proxy may vote or abstain as he or she chooses except to the extent that an appointment of the proxy indicates the manner in which the proxy will vote on any resolution. The proxy must vote or abstain on a poll or show of hands in accordance with any instructions on the appointment.
- 50.8 A proxy's appointment is valid at an adjourned meeting.

**51. VOTES OF MEMBERS - Lodgment of proxy**

- 51.1 The written appointment of a proxy or attorney must be deposited at the Office, or another address nominated by the Company, not less than 48 hours (unless otherwise specified in the notice of meeting to which the proxy relates) before:
- (a) the time for holding the meeting or adjourned meeting at which the appointee proposes to vote; or
  - (b) the taking of a poll on which the appointee proposes to vote.
- 51.2 If the appointment purports to be executed under a power of attorney or other authority, then the original document, or an office copy or a notarially certified copy of it, must be deposited with the appointment.
- 51.3 A facsimile of a written appointment of a proxy is invalid.

**52. VOTES OF MEMBERS - Validity**

A vote cast in accordance with an appointment of proxy or power of attorney is valid even if before the vote was cast the appointor:

- (a) died;
- (b) became mentally incapacitated;
- (c) revoked the proxy's or attorney's appointment;
- (d) revoked the authority under which the proxy or attorney was appointed by a third party;  
or
- (e) transferred the shares in respect of which the proxy or power was given,

unless any written notification of the matter was received at the Office before the start or resumption of the meeting.

**53. VOTES OF MEMBERS - Body corporate representatives**

53.1 Any Member which is a corporation may subject to any restrictions it decides to impose appoint one or more natural persons to act as its representative:

- (a) at any general meeting of the Company or any class of Members;
- (b) at meetings of creditors or debenture holders; or
- (c) relating to resolutions to be passed without meetings.

The Member may make a standing appointment.

53.2 If a Member makes an appointment under **Article 53.1**:

- (a) its representative may exercise at the relevant general meeting all the powers which the Member could exercise if it were a natural person;
- (b) when its representative is present at a meeting, the Member will be considered to be personally present at the meeting; and
- (c) and the Member has appointed more than one person - only one representative may exercise the Member's powers at any one time.

53.3 A certificate executed by the corporation itself whether or not under the common seal of the corporation is rebuttable evidence of the appointment or of the revocation of the appointment (as appropriate) of the Representative.

53.4 The chairman of a general meeting may permit a person claiming to be a Representative to exercise his or her powers even if he or she has not produced a certificate evidencing his or her appointment, or may allow the Representative to vote on the condition that he or she subsequently establishes to the satisfaction of the chairman of the general meeting his or her status as a Representative within a period prescribed by the chairman of the general meeting.

**54. APPOINTMENT AND REMOVAL OF DIRECTORS - Number of Directors**

54.1 While the Company is a proprietary company there will be:

- (a) at least one Director; and
- (b) no more than 10 Directors, unless the Company in general meeting by ordinary resolution changes the maximum number.

At least one Director must ordinarily reside in Australia.

54.2 While the Company is a public company:

- (a) there will be:
  - (i) at least 3 Directors; and
  - (ii) no more than 10 Directors, unless the Company in general meeting by ordinary resolution changes the maximum number; and
- (b) at least 2 Directors must ordinarily reside in Australia.

54.3 Subject to the *Corporations Law* the persons named in **Article 56.2** are the first Directors and hold office subject to the Constitution.

**55. APPOINTMENT AND REMOVAL OF DIRECTORS - Qualification**

55.1 Neither a Director nor an Alternate Director has to hold any shares.

55.2 A body corporate cannot be appointed as a Director.

**56. APPOINTMENT AND REMOVAL OF DIRECTORS - Appointment by stakeholders**

56.1 The Directors will be appointed from time to time respectively as follows:

- (a) three registered orthoptists appointed from time to time by the Orthoptic Association of Australia Incorporated
- (b) one person appointed by the Company who holds for the time being the position of head of the Department of Clinical Vision Sciences, La Trobe University or another person appointed in that person's place by the Company
- (c) one person appointed by the Company who holds for the time being the position of head of the School of Applied Vision Sciences of the University of Sydney or another person appointed in that person's place by the Company
- (d) three persons appointed by The Royal Australian and New Zealand College of Ophthalmologists
- (e) one person who is not an orthoptist and may be appointed by the Company.

56.2 The first Directors are named below and will be treated as having been appointed by the entities and (in respect of two Directors) in capacities set out opposite their names respectively below:

Julie Mary Barbour	Orthoptic Association of Australia Incorporated
Janet Wulff	Orthoptic Association of Australia Incorporated
Heather Margaret Pettigrew	Orthoptic Association of Australia Incorporated
Kerry Fitzmaurice	The Company – being the head of the School of Orthoptics, Faculty of Health Sciences, La Trobe University
Elaine Cornell	The Company – in place of the head of the School of Orthoptics, Faculty of Health Sciences, University of Sydney
Frank Joseph Martin	The Royal Australian College of Ophthalmologists
Iain Stirling Dunlop	The Royal Australian College of Ophthalmologists
Michael John Lane	The Royal Australian College of Ophthalmologists

56.3 The Directors may from time to time make and amend regulations governing the terms of appointment of Members and recording the appointment of the Members for the purpose of **Article 56.1**.

**57. APPOINTMENT AND REMOVAL OF DIRECTORS - Generally**

The appointment of a Director under **Article 56** may be revoked at any time by the appointor.

**58. APPOINTMENT AND REMOVAL OF DIRECTORS - Period of office**

A Director will continue to hold office until he or she dies or until his or her office is vacated under **Article 57**.

**59. APPOINTMENT AND REMOVAL OF DIRECTORS - Vacation of office**

The office of a Director immediately becomes vacant in the following events:

- (a) if the Director:
  - (i) is prohibited by the *Corporations Law* from continuing as a Director, or
  - (ii) becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the law relating to mental health;
- (b) upon the term of the Director's appointment ceasing under **Article 56.3**; or
- (c) upon the winding up or dissolution of the Company.

**60. REMUNERATION OF DIRECTORS - Remuneration of non-executive Directors**

60.1 Subject to **Article 4.2**, the Directors (other than any Executive Director) may be paid as remuneration for their services the aggregate maximum sum from time to time determined by the Company in general meeting.



- 60.2 The remuneration will be divided between the non-executive Directors in such proportion and manner as the Directors agree and, in default of agreement, equally.
- 60.3 If a non-executive Director is required to perform services for the Company which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, then the Company may pay the Director a fixed sum determined by the Directors in addition to or instead of the Director's remuneration under **Article 60.1**.
- 60.4 The non-executive Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the Company's business.
- 60.5 The Company may also pay a premium in respect of a contract insuring a person who is or has been a non-executive Director against a liability incurred by the person as a Director, except in circumstances prohibited by the *Corporations Law*.

**61. REMUNERATION OF DIRECTORS - Remuneration of Executive Directors**

- 61.1 Subject to **Article 4.2**, The remuneration of any Executive Director may from time to time be fixed by the Directors.
- 61.2 The Company may pay a premium in respect of a contract insuring a person who is or has been an Executive Director against a liability incurred by the person as a Director, except in circumstances prohibited by the *Corporations Law*.

**62. REMUNERATION OF DIRECTORS - Payment to former Directors**

Subject to the *Corporations Law* and **Article 4.2**, the Directors may:

- (a) pay a gratuity, pension or allowance, on retirement or other vacation of office, to a Director or to any relative of a Director; and
- (b) make contributions to any fund and pay any premiums for the purchase or provision of any such gratuity, pension or allowance.

**63. POWERS AND DUTIES OF DIRECTORS - Directors to manage Company**

- 63.1 The business of the Company is managed by the Directors who may exercise all powers of the Company that this Constitution and the *Corporations Law* do not require to be exercised by the Company in general meeting. The Directors may delegate any of their powers but must not do so under section 198D of the *Corporations Law*.
- 63.2 Without limiting the generality of **Article 63.1**, the Directors may exercise all the powers of the Company to:
- (a) borrow money;
  - (b) charge any property or business of the Company or all or any of its uncalled capital; and
  - (c) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

63.3 Every Director and other agent or officer of the Company must:

- (a) keep secret all aspects of all transactions of the Company, except:
  - (i) to the extent necessary to enable the person to perform his or her duties to the Company;
  - (ii) as required by law;
  - (iii) when requested to disclose information by the Directors, to the auditors of the Company or a general meeting of the Company;
- (b) if requested by the Directors, sign and make a declaration that he or she will not disclose or publish any aspect of any transaction of the Company.

63.4 All cheques, promissory notes, bankers drafts, bills of exchange, other negotiable instruments, and all receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, and banking transactions by electronic means must be authorised generally or in a particular case, by any two Directors or in such other manner as the Directors determine.

#### **64. PROCEEDINGS OF DIRECTORS - Directors' meetings if more than one director**

- 64.1 A Director may at any time, and the Secretary must on the requisition of a Director, convene a Directors' meeting.
- 64.2 It is not necessary to give notice of a meeting of the Directors to a Director whom the Secretary, when giving notice to the other Directors, reasonably believes to be outside Australia.
- 64.3 (a) A Directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
- (b) The Directors need not all be physically present in the same place for a Directors' meeting to be held.
- (c) A Director who participates in a meeting held in accordance with this **Article 64.3** is taken to be present and entitled to vote at the meeting.
- 64.4 **Article 64.3** applies to meetings of Directors' committees as if all committee members were Directors.
- 64.5 The Directors may meet together, adjourn and regulate their meetings as they think fit.
- 62.6 At a meeting of Directors, a quorum is two Directors.

#### **65. PROCEEDINGS OF DIRECTORS - Decision of questions if more than one director**

- 65.1 Subject to this Constitution, questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present and voting.
- 65.2 The chairman of a meeting does not have a casting vote in addition to his or her deliberative vote if there is an equality of votes.

- 65.3 (a) An Alternate Director has one vote for each Director for whom he or she is an alternate.
- (b) If the Alternate Director is a Director, he or she also has a vote as a Director.

**66. PROCEEDINGS OF DIRECTORS - Directors' interests**

- 66.1 A Director and any firm, body or entity in which a Director has a direct or indirect interest may in any capacity:
- (a) enter into any contract or arrangement with the Company;
- (b) be appointed to and hold any office or place of profit under the Company, other than the office of auditor; and
- (c) act in a professional capacity, other than as auditor, for the Company,

and may receive and retain for his or her own benefit any remuneration, profits or benefits as if he or she were not a Director.

- 66.2 If required by the *Corporations Law* to do so, each Director must disclose his or her interests to the Company in accordance with the requirements of the *Corporations Law* and the Secretary must record all declarations in the minutes of the relevant Directors' meeting.
- 66.3 A Director's failure to make disclosure under this Article does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest.
- 66.4 A Director may vote in respect of a contract or arrangement or proposed contract or arrangement in which the Director has a direct or indirect interest.
- 66.5 A Director may attest the affixing of the Seal to any document relating to a contract or arrangement or proposed contract or arrangement in which the Director has an interest.

**67. PROCEEDINGS OF DIRECTORS - Alternate Directors**

- 67.1 A Director may appoint any person as his or her alternate for a period determined by that Director.
- 67.2 An Alternate Director is entitled to notice of Directors' meetings and, if the appointor is not present at a meeting, is entitled to attend, be counted in a quorum and vote as a Director.
- 67.3 An Alternate Director is an officer of the Company and is not an agent of the appointor.
- 67.4 Subject to **Article 71.1(c)**, the provisions of this Constitution which apply to Directors also apply to Alternate Directors, except that Alternate Directors are not entitled to any remuneration from the Company.
- 67.5 (a) The appointment of an Alternate Director may be revoked at any time by the appointor.
- (b) An Alternate Director's appointment ends automatically when his or her appointor ceases to be a Director.
- 67.6 Any appointment or revocation under this Article must be effected by written notice delivered to the Secretary.

**68. PROCEEDINGS OF DIRECTORS - Associate Directors**

- 68.1 The Directors may appoint a person to be an associate director and may remove a person so appointed.
- 68.2 The Directors may define and limit the duties and powers of associate directors and their remuneration for their services as associate directors.
- 68.3 A person appointed as an associate director is not a Director for any of the purposes of this Constitution or of the *Corporations Law* and accordingly:
- (a) is not a member of the board of Directors or of any committee of Directors;
  - (b) is not entitled to be present at any meeting of the Directors or of any committee of the Directors except at the request of the Directors or of a committee of Directors; and
  - (c) if present at such request, may not vote or form part of a quorum.

**69. PROCEEDINGS OF DIRECTORS - Remaining Directors**

- 69.1 The Directors may act even if there are vacancies on the board.
- 69.2 Except where **Article 56.2** applies, if the number of Directors is not sufficient to constitute a quorum at a Directors' meeting, the Directors may act only to:
- (a) appoint a Director; or
  - (b) convene a general meeting.

**70. PROCEEDINGS OF DIRECTORS - Chairman**

- 70.1 The Directors may elect a Director as chairman of Directors' meetings and may determine the period for which the chairman will hold office.
- 70.2 If no chairman is elected or if the chairman is not present at any Directors' meeting within 10 minutes after the time appointed for the meeting to begin, the Directors present must elect a Director to be chairman of the meeting.
- 70.3 The Directors may elect a Director as deputy chairman to act as chairman in the chairman's absence.

**71. PROCEEDINGS OF DIRECTORS - Directors' committees**

- 71.1
- (a) The Directors may delegate any of their powers to a committee or committees.
  - (b) A committee must include at least one Director.
  - (c) No alternate Director is and no other person may be appointed as the alternate of a Director in respect of a committee.
  - (d) The Directors may at any time revoke any delegation of power to a committee.
- 71.2 A committee must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.

71.3 A committee may be authorised to sub-delegate all or any of the powers for the time being vested in it.

71.4 Meetings of any committee will be governed by the provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors.

**72. PROCEEDINGS OF DIRECTORS - Circulating resolutions or written determination if one or more directors**

72.1 If all the Directors who are eligible to vote on a resolution have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms is taken to have been passed at a Directors' meeting held on the day on which the document was last signed by a Director.

72.2 For the purposes of **Article 72.1**, two or more identical documents, each of which is signed by one or more Directors, together constitute one document signed by those Directors on the days on which they signed the separate documents.

72.3 Any document referred to in this Article may be in the form of a facsimile transmission.

72.4 This Article applies to meetings of Directors' committees as if all members of the committee were Directors.

72.5 While the Company is a proprietary company with a single Director and the Director records in writing the Director's decision to a particular effect, the recording of the decision counts as the passing by the Director of a resolution to that effect.

72.6 A record made for the purpose of **Article 72.5** also has effect as minutes of the passing of the resolution.

72.7 While the Company is a proprietary company with a single Director and the Director records in writing the Director's declaration to a particular effect, the recording of the declaration counts as the making of a declaration to that effect made at a Directors' meeting.

72.8 A declaration has effect as minutes that record the making of the declaration.

**73. PROCEEDINGS OF DIRECTORS - Validity of acts of Directors**

If it is discovered that:

- (a) there was a defect in the appointment of a person as a Director, Alternate Director or member of a Directors' committee; or
- (b) a person appointed to one of those positions was disqualified

all acts of the Directors or the Directors' committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

**74. PROCEEDINGS OF DIRECTORS - Minutes and registers**

74.1 The Directors must cause minutes to be made of:

- (a) the names of the Directors present at all general meetings, Directors' meetings and meetings of Directors' committees;
- (b) all proceedings of general meetings, Directors' meetings and meetings of Directors' committees;
- (c) all orders made by the Directors and Directors' committees; and
- (d) all disclosures of interest made under **Article 66.2**.

74.2 Minutes must be signed by the chairman of the meeting or by the chairman of the next meeting of the relevant body.

74.3 The Company must keep all registers required by this Constitution and the *Corporations Law*.

#### **75. EXECUTIVE DIRECTOR - Appointment of Executive Director**

75.1 (a) Subject to **Article 4.2**, the Directors may appoint a Director to any office (other than auditor) or employment under the Company for any period (but not for life) and on any terms as they think fit.

(b) A Director so appointed is referred to in this Constitution as an Executive Director.

75.2 The Directors may, subject to the terms of a Executive Director's employment contract, suspend, remove or dismiss him or her from that office and appoint another Director in that place.

75.3 If an Executive Director ceases to be a Director, his or her appointment as Executive Director terminates automatically.

75.4 If an Executive Director is suspended from office, he or she will not be entitled to attend or vote at any meeting of Directors.

#### **76. EXECUTIVE DIRECTOR - Powers**

76.1 The Directors may confer on an Executive Director any powers exercisable by the Directors, subject to any terms and restrictions determined by the Directors.

76.2 Any Executive Director is authorised to sub-delegate all or any of the powers vested in him or her.

76.3 Any power conferred under this Article may be concurrent with or to the exclusion of the Directors' powers.

76.4 The Directors may at any time withdraw or vary any of the powers conferred on an Executive Director.

#### **77. LOCAL MANAGEMENT- Local management**

77.1 The Directors may provide for the management and transaction of the affairs of the Company in any places and in such manner as they think fit.

77.2 Without limiting **Article 77.1** the Directors may:

- (a) establish local boards or agencies for managing any of the affairs of the Company in a specified place and appoint any persons to be members of those local boards or agencies; and
- (b) delegate to any person appointed under **paragraph 77.2(a)** any of the powers, authorities and discretions which may be exercised by the Directors under this Constitution,

on any terms and subject to any conditions determined by the Directors.

77.3 The Directors may at any time revoke or vary any delegation under this **Article 75**.

## **78. LOCAL MANAGEMENT - Appointment of attorneys and agents**

78.1 The Directors may from time to time by resolution or power of attorney under the Seal appoint any person to be the attorney or agent of the Company:

- (a) for the purposes;
- (b) with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution);
- (c) for the period; and
- (d) subject to the conditions,

determined by the Directors.

78.2 An appointment by the Directors of an attorney or agent of the Company may be made in favour of:

- (a) any member of any local board established under this Constitution;
- (b) any company;
- (c) the members, directors, nominees or managers of any company or firm; or
- (d) any fluctuating body of persons whether nominated directly or indirectly by the Directors.

78.3 A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.

78.4 The Directors may appoint attorneys or agents by telex, facsimile transmission, telegraph or cable to act for and on behalf of the Company.

78.5 An attorney or agent appointed under this **Article 78** may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in it.

## **79. SECRETARY**

79.1 There must be at least one secretary of the Company appointed by the Directors for a term and at remuneration (if any) and on conditions determined by them.

79.2 The Secretary is entitled to attend and be heard on any matter at all Directors' and general meetings.

79.3 The Directors may, subject to the terms of the Secretary's employment contract (if any), suspend, remove or dismiss the Secretary .

**80. EXECUTION OF DOCUMENTS - Common seal**

80.1 The Directors must provide for the safe custody of any Seal.

80.2 A Seal must not be used without the authority of the Directors or a Directors' committee authorised to use the Seal.

80.3 The fixing of a Seal to every document must be witnessed by a Director and by another Director or a Secretary and each witness must sign the document as a witness.

**81. EXECUTION OF DOCUMENTS - Without common seal**

81.1 A document may not be executed by the Company itself without the authority of the Directors or a Directors' committee authorised to do so.

81.2 The execution of every document by the Company itself must be witnessed by a Director and by another Director or a Secretary and each witness must sign the document as a witness.

**82. SEALS - Official seal**

82.1 The Company may have one or more official seals for use outside the State or Territory where the Seal is kept.

82.2 Each official seal must be a facsimile of the Seal with the addition on its face of the name of every place where it may be used.

82.3 An official seal must not be used except with the authority of the Directors.

**83. SEALS - Share seal**

83.1 The Company may have a share seal which may be affixed to share certificates.

83.2 The share seal must be a facsimile of the Seal with 'Share Seal' or 'Certificate Seal' on its face.

**84. INSPECTION OF RECORDS - Times for inspection**

84.1 Except as otherwise required by the *Corporations Law*, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them will be open for inspection by Members other than Directors.

84.2 A Member other than a Director does not have the right to inspect any accounting records or other documents of the Company unless the Member is authorised to do so by a court order or a resolution of the Directors.



**85. DIVIDENDS AND RESERVES - No dividend or distribution**

85.1 The income and property of the Company must be used and applied solely in promotion of its purposes and the exercise of its powers, and no proportion may be distributed paid or transferred directly or indirectly to or amongst the Members.

85.2 This rule does not prevent the payment in good faith of:

- (a) interest to any Member on money advanced by the Member to the Company or otherwise owing to the Member;
- (b) remuneration to any officers or servants of the Company or to any Member of the Company for services actually rendered;
- (c) out of pocket expenses;
- (d) money lent;
- (e) reasonable and proper charges for goods hired to the Company;
- (f) reasonable and proper rent for premises let to the Company.

85.3 This rule does not prevent the provision of services to a Member to which he would be entitled in accordance with the purposes if not a Member.

**86. DIVIDENDS AND RESERVES - Reserves**

86.1 The Directors may set aside an amount by way of reserves as they think appropriate.

86.2 The Directors may apply the reserves for any purpose for which profits may be properly applied.

86.3 Pending any such application, the Directors may invest or use the reserves in the business of the Company or in other investments as they think fit.

86.4 The Directors may carry forward any undistributed profits without transferring them to a reserve.

**87. NOTICES - Service of notices**

87.1 Notice may be given by the Company to any person who is entitled to notice under this Constitution by:

- (a) serving it on the person;
- (b) sending it by post or facsimile transmission to the person at the person's address shown in the Register or the address supplied by the person to the Company for sending notices to the person.

87.2 Despite the provisions of **Article 87.1**:

- (a) a notice or demand to be served at an address in Australia and sent by pre-paid post from within Australia is properly served only if it is sent by prepaid ordinary, express

or security post and is to be taken to have been served on the next business day following the date of posting; and

- (b) a notice or demand to be served at an address outside Australia and sent by pre-paid post from within Australia is properly served only if it is sent by any form of pre-paid airmail post and is to be taken to have been served on the sixth business day following the date of posting.

87.3 Despite the provisions of **Article 87.1**:

- (a) Service of a notice or demand may be effected by facsimile transmission to a facsimile number known by the sender of the notice or demand to be a current facsimile number of the person or company ('receiver') to be served, and is to be taken to have been served when the facsimile machine of the sender produces a report showing the date and time of the transmission and the facsimile number of the receiver. Where the receiver within 24 hours of transmission notifies the sender that the transmission was not wholly received in legible form, service by facsimile is effective where a retransmission is sent in conformity with this clause, and no such notice is given by the receiver.
- (b) A facsimile communication transmitted after 5 p.m., Melbourne time, or on a day other than a Saturday, Sunday or public holiday in Melbourne ('business day') is to be taken to have been transmitted and received on the next business day in Melbourne.

87.4 A notice may be given by the Company to joint holders by giving the notice to the joint holder whose name appears first in the Register.

87.5 Every person who is entitled to a share by operation of law and who is not registered as the holder of the share is taken to receive any notice served in accordance with this **Article 87.5** on the person from whom it derives its title.

87.6 A share certificate, cheque, warrant or other document may be delivered by the Company either personally or by sending it:

- (a) in the case of a Member who does not have a registered address in Australia, by airmail post; and
- (b) in any other case, by ordinary post,

and is at the risk of the addressee as soon as it is given or posted.

87.7 A Member whose registered address is not in Australia may specify in writing an address in Australia as the Member's registered address within the meaning of this **Article 87.7**.

87.8 A certificate in writing signed by a Director, Secretary or other officer of the Company that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.

87.9 Subject to the *Corporations Law* the signature to a written notice given by the Company may be written or printed.

87.10 All notices sent by post outside Australia must be sent by prepaid airmail post.

**88. NOTICES AND REPORTS - Persons entitled to notice and reports**

88.1 Notice of every general meeting must be given to:

- (a) every Member;
- (b) every Director and Alternate Director;
- (c) the appointors referred to in **Article 56.1** or their successors respectively; and
- (c) any Auditor.

88.2 No other person is entitled to receive notice of a general meeting.

88.3 A copy of the financial statements of the Company and reports of the directors and auditors prepared in accordance with **Article 34.1** must be given to each appointor named in **Article 56.1** not later than the time when the Company would be required in the absence of any dispensation to hold an annual general meeting if it were a large proprietary company.

**89. AUDIT AND ACCOUNTS - Company to keep accounts**

89.1 The Directors must cause the Company to keep accounts of the business of the Company in accordance with the requirements of the *Corporations Law*.

89.2 The Directors must cause the accounts of the Company to be audited in accordance with the requirements of the *Corporations Law* applicable to large proprietary companies generally.

**90. WINDING UP**

90.1 If:

- (a) the Company is wound up in accordance with the provisions of the *Corporations Law*; and
- (b) any assets remain after satisfaction of all liabilities,

it must not be paid to or distributed amongst the Members.

90.2 The surplus assets must be given or transferred to some other institution or institutions which:

- (a) is or are educational in purpose, and
- (b) has similar purposes to the Company, and
- (c) prohibits the distribution of income and property amongst Members to an extent at least as great as is imposed on the Company under this Article.

90.3 The institution or institutions which the Company is to give or transfer surplus assets to must be determined in accordance with a special resolution of the Members of the Company. The Company must apply to the Supreme Court of Victoria for a determination on the institution or institutions to which the Company is to give or transfer those assets if the Members do not or are unable to determine this issue themselves.

**91. PAYMENTS BY THE COMPANY - Indemnity and Insurance**

91.1 To the extent permitted by law, the Company indemnifies every officer of the Company against any liability incurred by that person:

- (a) in his or her capacity as officer of the Company; and
- (b) to a person other than the Company or a related body corporate of the Company

unless the liability arises out of conduct on the part of the officer which involves a lack of good faith.

91.2 The Company indemnifies every officer and the auditor of the Company against any liability for costs and expenses incurred by the person in his or her capacity as officer or auditor of the Company:

- (a) in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
- (b) in connection with an application, in relation to such proceedings, in which the Court grants relief to the person under the *Corporations Law*.

91.3 The Company may pay a premium in respect of a contract insuring a person who is or has been an officer of the Company against liability incurred by the person as an officer, except in circumstances prohibited by the *Corporations Law*.



We, the undersigned, being the person specified in an application for the Company's registration as a company under the *Corporations Law* as a person who consents to become the member, agree to the terms of the above constitution.

DATED:

Name and Address of Member

Signature of Member

Witness

**Julie Mary Barbour**

"Ericvale", Leighlands Rd  
Evandale Tas

**Janet Wulff**

34 Ku-ring-gai Avenue  
Turramurra NSW

**Heather Margaret Pettigrew**

140 Hobury Rd  
Greenbank QLD

**Frank Joseph Martin**

22 Medusa St  
Mosman N.S.W.

**Iain Stirling Dunlop**

35 Telopea Park  
Barton A.C.T.

**Michael John Lane**

545 Esplanade  
Grange SA