

**DONALD SIMPSON COMMUNITY CENTRE LTD**

# **CONSTITUTION**



**Adopted at the Extraordinary General Meeting  
Held at the Donald Simpson Community Centre  
On 26 October 2012**

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## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Unless the context or subject matter otherwise requires:

**Board** means the board of directors acting collectively;

**Chair** means the chairman of the Board appointed in accordance with these Rules;

**Company** means the Company whose members have adopted this Constitution;

**Constitution** means those rules for the operation of the Company set out in this Constitution;

**Law** means the *Corporations Act 2001 (Cth)*;

**Member** means any person whose name appears in the Register as a Member of the Company;

**Notice Address** means the last address for a person as recorded in the records of the Company and may include facsimile numbers or electronic mail addresses;

**Ordinary Resolution** means a resolution passed by a simple majority of Members;

**Prescribed Rate** means the rate specified by the Company from time to time expressed as a rate per cent per annum or if no rate is specified, the Prescribed Rate is 8% per annum;

**Register** means the Register of Members of the Company required to be kept by section 169 of the Law;

**Rules** means the provisions of this Constitution and **Rule** means any one of them;

**Secretary** means the Secretary and any assistant or acting Secretary and any other person appointed to perform, whether alone or in addition to any other person or persons, the duties of Secretary of the Company;

**Special Resolution** has the meaning assigned to that expression by section 9 of the Law;

**Subordinate Regulations** means any code of conduct, rules, by-laws, regulations or standards issued from time to time by the Company under Rule 13 and **Subordinate Regulation** means any of them;

because of such gifts and contributions.

### 1.2 Interpretation

Unless the context or subject matter otherwise requires, references to:

(a) **singular** words include the **plural** and vice versa;

(b) any **gender** include every **gender**;

(c) **persons** include a natural person, corporations, trusts, associations, partnerships, government authorities, and other legal entities, and where necessary, includes successors and assigns;

(d) **writing** includes printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible or electronic form, in English;

(e) **signature** and **signing** means due execution of a document by a person, corporation or other relevant entity and include signing by an agent or attorney or representative (if a body corporate);

(f) **months** mean calendar months;

(g) **statutes** include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes;

(h) **sections** of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;

(i) an **agreement** or **document** means that agreement or document as amended, novated or supplemented;

(j) **a party** includes that party's executors, administrators, substitutes, successors and assigns;

- (k) **sell** or **sold** include transfer, lease, assign, grant options and/or any other form of disposing of or creating an interest in the thing being considered and **buy** or **purchase** will be interpreted correspondingly;
- (l) where a person is entitled to **vote** or holds the **right to vote** on any matter by virtue of this Constitution, the person may vote by proxy or attorney or representative (if a body corporate);
- (m) **headings** and the **table of contents** are for convenience only and will be disregarded in the interpretation of this Constitution;
- (n) if a word or phrase is given a **defined meaning**, another grammatical form of that word or phrase has a corresponding meaning; and
- (o) **each paragraph** or sub-paragraph in a list is to be **read independently** from the others in the list.

### **1.3 Actions authorised under the Law**

Subject to Rule 3, where the Law authorises or permits a company to do anything if authorised by its constitution, the Company is authorised or permitted to do that thing despite any other provision of this Constitution.

### **1.4 Corporations Act prevails**

Where any provision in this Constitution is invalid or unenforceable or conflicts with any provision of the Law, it will be read and interpreted as being subject to the provisions of the Law and will be ineffective, but only to the extent of any invalidity, unenforceability or conflict.

### **1.5 No limit on exercise of powers**

Subject to Rule 3, where the Company or the directors or any other person is given a power, right or discretion under this Constitution:

- (a) the power, right or discretion may be exercised absolutely without restriction unless the power, right or discretion is expressly limited; and
- (b) any exercise of that power, right or discretion on any occasion will not restrict the further exercise of the power, right or discretion on any other occasion or at any time.

## **2. EFFECT OF THE CONSTITUTION**

This Constitution will have effect as a contract:

- (a) between the Company and each Member;
- (b) between the Company and each director and Secretary; and
- (c) between a Member and each other Member,

under which each Member agrees to observe and perform the Rules so far as they apply to that Member.

## **3. OBJECTS**

The objects of the Company are to:

- (a) provide a venue where persons, primarily but not exclusively those over 50 years of age, may gather and take part in activities which will provide fellowship and the opportunity to broaden their day to day experiences and to enjoy a better quality of life;
- (b) without derogating from (a) above, and subject to availability of funds and the policy determinations from time to time of the Board:
  - (i) promote the welfare and good of all persons over the age of fifty years;
  - (ii) provide recreational and educational facilities, social companionship and entertainment for members of the Centre and its invitees;
  - (iii) provide additional services for members of the Centre and its invitees as may from time to time seem desirable;
  - (iv) raise funds for the purpose and benefit of the Centre;
  - (v) provide cultural activities within set programme including music, choir, pottery, handicrafts, organ club and the like;

- (vi) provide a venue for technical and further education and similar courses;
- (vii) promote debating and discussion groups;
- (viii) operate a library service;
- (ix) provide facilities to be used as a drop-in centre;
- (x) provide rooms for therapeutic, para-medical or personal care services for members of the Centre and its invitees;
- (xi) provide facilities for the provision of meal and other refreshments to members of the Centre and its invitees,

and to do all acts and things as may be deemed reasonably necessary or incidental to the achievement of similar objects.

#### **4. PUBLIC COMPANY**

The Company is registered as a public company limited by guarantee and accordingly:

- (a) the number of members of the Company must not be less than one (1); and
- (b) the minimum number of directors that the Company must have by law at any time is three (3).

#### **5. POWERS**

The Company may by Ordinary Resolution or Special Resolution as the Law requires, exercise any power which by the Law a company limited by guarantee may exercise if authorised by its Constitution.

#### **6. CONTRIBUTION ON WINDING UP**

- (a) In the event of the winding up of the Company, every Member of the Company undertakes to contribute to the property of the Company the amount which is agreed to be paid by each Member to be applied:
  - (i) to payment of the debts and liabilities of the Company contracted before ceasing to be a Member; and
  - (ii) to the costs, charges and expenses of winding up; and
  - (iii) for the adjustment of the rights of the contributors among themselves.
- (b) The liability of each Member under Rule 6(a) will terminate on the day which is one (1) year after the date on which the Member's membership of the Company ceases.
- (c) Until otherwise determined, the amount to be contributed by each Member under this Rule 6 will be \$10.

#### **7. PROMOTION OF OBJECTS**

##### **7.1 Benefit the Company**

The income and property of the Company must be applied solely for the benefit and promotion of the Company's objects and no part of the income or property will be:

- (a) paid or transferred directly or indirectly by way of dividends, bonus or otherwise to the Members; or
- (b) paid to directors as fees or other remuneration or other benefit in money or money's worth.

##### **7.2 Exception**

Nothing in this Rule 7 precludes:

- (a) payment in good faith of reasonable and proper remuneration to any director, officer or servant of the Company or to any Member in return for any services rendered to the Company;
- (b) the payment of interest at a rate not exceeding the rate charged by the Company's bankers on overdrawn accounts on any money lent to the Company by any Member, director or officer;
- (c) in the case of any director who is engaged by the Company as an executive director, consultant or servant, any reasonable and proper remuneration for services provided to the Company;

- (d) the repayment of reasonable out-of-pocket expenses, properly incurred by any director and travelling and other expenses incurred with the specific and express authority of the Board in connection with business of the Company; or
- (e) payment of a reasonable rental for premises demised or let by any Member to the Company.

### **7.3 Directors prior approval**

Any payment authorised under Rule 7.2 may be made only with the prior written approval of the Board.

## **8. DEDUCTIBLE GIFT RECIPIENT**

If the Company is endorsed as a deductible gift recipient (“DGR”) and the DGR endorsement is revoked or the Company is wound up, the following assets remaining after the payment of the Company’s liabilities must be transferred to a fund, authority or institution to which income tax deductible gifts can be made:

- (a) gifts of money or property for the principal purpose of the Company;
- (b) contributions made in relation to an eligible fundraising event held for the principal purpose of the Company; and
- (c) money received by the company because of such gifts and contributions

## **9. WINDING UP OR DISSOLUTION**

If after the Company’s winding up or dissolution and the discharge of all its debts and liabilities and the transfer of the assets under Rule 8, any property remains, that property must not be paid to or distributed among the Members. Any remaining property must be given or transferred to some other organisation:

- (a) having objects similar to the Company’s objects;
- (b) which prohibits the distribution of its or their income and property amongst its or their Members; and
- (c) which is a company, fund, authority, institution or entity approved by the Commissioner of Taxation as a public benevolent institution for the purposes of income tax, sales tax, fringe benefits tax or otherwise under the provisions of any applicable income tax legislation including the *Income Tax Assessment Act 1997*.

## **10. MEMBERSHIP**

### **10.1 Members**

The Members will be made up of:

- (a) the subscribers to these Rules; and
- (b) any other persons that the Board admits to membership in accordance with the Rules.
- (c) Life Members, appointed at an Annual General Meeting, upon recommendation of the Board of Directors under processes and conditions determined from time to time by the Board. Life Members so appointed will be full members without payment of dues and will have the voting rights of ordinary members
- (d) Corporate members approved by the Board under fees, terms and conditions determined from time to time by the Board. Such members will be entitled to one vote at any general meeting to be exercised by a person nominated in writing by the corporate member.

### **10.2 Terms of Membership**

The Board may from time to time determine the terms and conditions on which any persons may be admitted to ordinary membership of the Company.

### **10.3 Application for membership**

- (a) Any person will be eligible for membership of the Company.
- (b) In order to be admitted as a Member, every applicant for membership must:
  - (i) execute and deliver to the Company an application for membership in the form which the Board determines; and



- (ii) pay to the Company the membership entrance fee (if any) determined by the Board.

#### **10.4 Further information**

An applicant for membership must provide in writing, any other information in addition to that contained in the application, as the Board requires.

#### **10.5 Determination of Board**

- (a) The Board will determine the outcome of each membership application within a reasonable time after receipt.
- (b) The Board may approve or reject any applicant for membership in the Board's absolute discretion.
- (c) The Board is not required to give or assign any reason or explanation for the approval or rejection of any application for membership.

#### **10.6 Entrance fee**

The Board may determine the entrance fee payable by any person applying for membership of the Company. The Board may at any time and as many times as they decide, change the entrance fee payable. Until the Board otherwise determines, no entrance fee is payable.

#### **10.7 Notification of determination**

- (a) When an application for membership has been accepted, the Secretary will enter the applicant's name in the Register.
- (b) When an application for membership is rejected, the Secretary will send to the applicant written notice of the rejection and the entrance fee paid, if any, by that applicant will be refunded in full.

#### **10.8 Certificates**

A certificate of membership may be issued by the Company to any Member. Any certificate issued will remain the property of the Company and must be returned to the Company on written demand by the Secretary.

#### **10.9 Membership not transferable**

Membership of the Company is not transferable by operation of law or otherwise. All rights and privileges of membership of the Company will cease immediately upon a person ceasing to be a Member for any reason.

### **11. FEES AND LEVIES**

#### **11.1 Fees**

Members must pay annual membership fees and other fees in the amounts and at the times determined by the Board from time to time.

#### **11.2 Levies**

In order to provide additional funds required for the operation of the Company, the Board may determine that levies are to be paid by Members and may fix the amount and the dates for payment of them. Until determined by the Board, no levies will be payable by Members.

### **12. BY-LAWS, CODE OF CONDUCT ETC.**

- (a). The Board may at any time and from time to time issue and/or impose a code of conduct, rules and/or any other by-laws, regulations or standards for the company which may deal with any matter within the power of the Board including (without limitation):
  - (i) the admission and/or disqualification or termination of Members;
  - (ii) any fees and levies payable by Members;
  - (iii) conditions of Membership;
  - (iv) availability of services or facilities of the Company and/or access to them by Members;
  - (v) the rights attaching to Membership;

- (vi) the conditions for the use or licence of any trade or other mark or property of the Company; and/or
  - (vii) qualifications required for Membership.
- (c) The Board may at any time and from time to time without notice:
- (i) vary, amend, suspend, revoke or otherwise change any Subordinate Regulation;
  - (ii) make new Subordinate Regulations,
- and the Subordinate Regulations for the time being in force will be binding on all Members. The Board may distinguish between Members in the application or enforcement of any Subordinate Regulation without giving reasons and without being liable for any loss occasioned by doing so.
- (d) In the event of any inconsistency or conflict between these Rules and any Subordinate Regulation, these Rules will prevail to the extent of any inconsistency or conflict.

### **13. CESSATION OF MEMBERSHIP**

#### **13.1 Non-payment of fees or levies**

- (a) If any fees or levies payable by a Member remain unpaid for a period, determined by the Board, after the due date for payment, the Board may by resolution suspend the Member's rights and privileges (including the right to vote) or terminate the Member's membership of the Company. The Board may reinstate the Member on payment of all arrears if the Board thinks fit to do so.

#### **13.2 Cessation of membership**

A Member's membership of the Company will cease immediately:

- (a) is convicted of an indictable offence; or
- (b) conducts himself/herself in a manner which the Board reasonably considers to be injurious or prejudicial to the character or interests of the Company,
- (c) if the Member resigns or surrenders that membership by written notice to the Secretary;
- (d) if the Member's membership is terminated under these Rules;

#### **13.3 Effect of termination**

A Member whose membership is terminated pursuant to the previous Rule must be given notice in writing by the Secretary and his/her membership will be terminated with effect from the date upon which the notice is received by him/her or the date upon which it ought to have been delivered in the ordinary course of post whichever is the sooner. A Member whose membership is terminated will not be entitled to a refund of membership fees paid to the Company either in whole or in part but remains liable to the Company for all monies payable by him/her to the Company, whether in respect of membership fees or otherwise.

#### **13.4 Continuing rights, liabilities etc.**

The termination of a Member's membership will not prejudice, lessen or affect the rights, duties, liabilities and obligations of the Member whether they:

- (a) arise under these Rules or otherwise; or
  - (b) exist at the date of the termination or arise or crystallise after that date,
- and in particular, (but without limitation) that termination will not relieve a Member from any obligation to record or account for or pay any levies or fees referred to in these Rules.

#### **13.5 Non-compliance with Constitution, misconduct**

- (a) If any Member wilfully refuses or neglects to comply with this Constitution or is, does or fails to do any act or thing which, in the opinion of the Board, is unacceptable or prejudicial to the interests of the Company, the Board may by resolution suspend or expel the Member from the Company.
- (b) Prior to exercising the right in Rule 13.5(a), the Board must give the Member at least one (1) week's notice of the meeting of the Board at which that resolution is to be put and of what is alleged against and of the intended resolution. The Member must be given the opportunity of

giving orally or in writing the Member's explanation or defence before the passing of such resolution.

## **14. GENERAL MEETINGS**

### **14.1 Annual General Meeting**

The Board shall convene an Annual General Meeting within 5 months of the end of the financial year of the Company.

### **14.2 Director's convening a general meeting at the request of members**

The Board must call and arrange to hold a general meeting on the request of:

- (a) members holding at least 5% of the votes that may be cast at a general meeting; or
- (b) at least 100 members who are entitled to vote at a general meeting.

### **14.3 Form of the member's request**

The request from the members must:

- (a) state any resolution to be proposed at the meeting;
- (b) be signed by the members making the request; and
- (c) be given to the Company.

### **14.4 Board refusal to convene**

The Board may refuse to convene the general meeting if the voting on the proposed resolution is not within the power of the Members.

### **14.5 Members may convene**

Two or more members holding, between them, at least 5% of the votes that may be cast at a general meeting, may call and arrange to hold a general meeting. The members calling the meeting must pay the expenses of calling and holding the meeting.

### **14.6 Notice of general meeting**

- (a) A general meeting may only be convened by giving the members notice of the meeting.
- (b) A notice of general meeting does not need to be given to members who are not entitled to
- (c) notice of meetings.
- (d) A notice of a general meeting must:
  - (i) be given at least twenty-one (21) days before the date of the meeting unless otherwise agreed by all the members entitled to notice; and
  - (ii) specify the place, the day and the time of the meeting; and
  - (iii) describe the nature of the business to be transacted at the meeting; and
  - (iv) contain any other information required by the Law.
  - (v) be circulated by email and notice posted around the Centre.
- (e) The Board may postpone a general meeting or change the venue for the meeting by giving written notice to all members who received the original notice of meeting at least forty-eight (48) hours before the appointed time. That notice must specify the time and place for the postponed meeting.
- (f) If a Member does not receive a meeting notice or the Board accidentally omits to give the Member a meeting notice, that omission will not invalidate the proceedings or any resolution passed at the meeting.
- (g) No business is to be transacted at any general meeting except that contained in the meeting notice unless all the members agree otherwise.

### **14.7 Election of Board**

In addition to the requirement of Rule 15.6, the notice of an annual general meeting or other general meeting at which the business to be conducted includes appointment of members of the Board must:

- (a) invite nominations for appointment to the Board, and
- (b) state that nominations must be received by the Secretary not less than two (2) weeks prior to the meeting, and

- (c) be circulated via digital media not less than four (4) weeks prior to the meeting.

#### **14.8 Quorum**

- (a) Business must not be transacted at a general meeting if a quorum of members is not present when the meeting proceeds to business.
- (b) A quorum will be:
  - (i) if the Company has only one Member entitled to receive notice of and vote at the meeting, that member; or
  - (ii) in every other case, twenty (20) members who are entitled to receive notice of and vote at the meeting.
- (c) A quorum of members must be present throughout each general meeting. If a quorum is not present at any time the meeting is not validly convened but without affecting the validity of any business conducted before the absence of a quorum occurs.

#### **14.9 Determine a quorum**

In determining whether a quorum is present, a person attending as a proxy is deemed to be a Member.

#### **14.10 Procedure where no quorum**

- (a) If a quorum is not present within thirty (30) minutes after the time appointed for the meeting:
  - (i) where the meeting was convened upon the requisition of members, the meeting will be dissolved; or
  - (ii) in any other case, the meeting will be adjourned.
- (b) Any adjourned meeting will be rescheduled to take place on a day and time and at the place that the Board decides.
- (c) If no directors are present at the meeting or if no decision is made by the directors, the meeting will take place on the same day and at the same time and place as originally notified, but in the next succeeding week.
- (d) If at the rescheduled meeting a quorum is not present within thirty (30) minutes after the appointed time, then the meeting will be dissolved unless it is adjourned under Rule 14.13.

#### **14.11 No casting vote**

The chairman does not have a deliberative vote at any meeting and shall have a casting vote at meetings at which a vote is tied.

#### **14.12 Adjournment of meeting**

- (a) The chairman may adjourn any meeting of Members.
- (b) An adjournment of a meeting of members must only be made:
  - (i) with the consent of the meeting provided a quorum is present; or
  - (ii) in the case of an adjournment under Rule 15.10, with the consent of members present and entitled to vote; or
  - (iii) if directed by the meeting to do so.
- (c) Any adjournment may change the time or the venue for the meeting.
- (d) Only business left unfinished from the meeting adjourned must be transacted at any rescheduled meeting.

#### **14.13 Adjournment of thirty (30) days**

If a meeting is to be adjourned for thirty (30) days or more, notice of the adjourned meeting must be given as if it was an original meeting.

#### **14.14 Adjournment of less than thirty (30) days**

A notice of meeting is not required to be given for an adjourned meeting where the adjournment is for less than thirty (30) days.

#### **14.15 Show of hands or poll**

Any vote taken at a general meeting is decided on a show of hands unless a poll is demanded:

- (a) by the Chairman; or
- (b) by at least 3 Members present in person or by proxy; or
- (c) Members with at least 5% of the votes that may be cast on the resolution on a poll, present in person or by proxy.

#### **14.16 Declaration on show of hands**

If a poll is not demanded, the Chairman's declaration that a resolution has been carried or lost with an entry to that effect in the minute book is conclusive evidence of that fact. It is not necessary to record the number or proportion of votes recorded for or against the resolution.

#### **14.17 Withdraw poll**

The demand for a poll may be withdrawn at any time.

#### **14.18 Demand for poll**

A poll will be taken immediately if one is demanded or at any other time after an interval or adjournment or otherwise as the chairman decides. The result of the poll will be recorded as the resolution of the meeting at which the poll was demanded.

#### **14.19 Poll for chairman**

Any poll demanded on the election of a chairman or on a question of adjournment must be taken immediately.

#### **14.20 Voting**

Subject to any rights or restrictions attached to any class of membership:

- (a) at meetings of members or classes of members, each Member entitled to vote may vote in person or by proxy or attorney; and
- (b) on a show of hands every person present who is a Member or a representative of a Member has one (1) vote, and on a poll every Member present in person or by proxy or attorney has one (1) vote.

#### **14.21 Members not to vote unless fully paid**

A person is not entitled to vote at a general meeting if:

- (a) he/she is in arrears in respect of any membership fees or other moneys payable for whatever reason to the Company.

#### **14.22 Objection to qualification of member**

Any objection to the qualification of a person to vote must be made at the same meeting at which that person's vote is tendered. Any objection must be referred to the chairman of the meeting whose decision is final and:

- (a) any vote approved will be valid for all purposes; or
- (b) Any vote disallowed will be invalid and must be disregarded.

#### **14.23 Only members entitled to vote may vote**

Only those members who belong to a class of members who are entitled to vote at a general meeting whether in person or by proxy will be entitled to vote.

#### **14.24 Rights of third parties to attend general meetings**

Even if they are not members of the Company, the following persons have the right to attend any general meeting and, if requested by the Board, to speak at the general meeting:

- (a) any director; and
- (b) any Secretary of the Company; and
- (c) any other person invited by the Board.

#### **14.25 Minutes**

The Board must ensure that proper minutes are made of:

- (a) all general meetings of the Company;

- (b) all appointments of officers;
  - (c) the proceedings of all general meetings;
  - (d) the attendance at and business transacted at general meetings,
- and the minutes of any meeting, if purporting to be signed by the chairman of the meeting or by the chairman of the next succeeding meeting, will be conclusive evidence of the matters recorded in them without any further proof.

## **15. RULES FOR VOTING BY PROXY**

### **15.1 Proxies**

- (a) A Member who is entitled to attend and cast a vote at a general meeting may appoint a person as the member's proxy to attend and vote for the Member at the meeting and in that case:
  - (b) an appointment of a proxy may be revoked at any time before the vote to which the proxy relates is exercised by written notice delivered to the Secretary;
  - (c) no person may hold and/or exercise more than two (2) proxy votes at any meeting at the Centre.

### **15.2 Attorneys**

Any Member may, by power of attorney, appoint an attorney to act on the member's behalf at all or any meetings of the Company. The power of attorney or a copy of it, verified in a manner satisfactory to the Board, must be produced for inspection at the registered office or any other place specified for that purpose in the notice convening the meeting with evidence of proper execution as the Board requires, not less than forty-eight (48) hours before the meeting.

### **15.3 Representative need not be a member**

A proxy, attorney or a representative need not be a Member of the Company and the appointment may be revoked at any time.

### **15.4 Proxy in writing**

An instrument appointing a proxy must be in writing and signed by:

- (a) the appointor; or
- (b) the appointor's attorney;

### **15.5 How the proxy is to vote**

If the document appointing a proxy specifies how the proxy is to vote in relation to a resolution, the proxy must vote as specified in the document. Any vote tendered otherwise is invalid and must be disregarded.

### **15.6 Authority for a poll**

A document appointing a proxy confers the authority to demand a poll.

### **15.7 Form of proxy**

The appointment of a proxy must be substantially in the form in Schedule 1.

### **15.8 Delivery of proxy before meeting**

- (a) The appointment of a proxy is not valid unless the appointment document and a certified copy of any power of attorney or other authority under which that document is signed is delivered to the Company.
- (b) The relevant documents must be delivered, not less than 48 hours before the appointed meeting time.
- (c) The relevant documents must be delivered to the Company's registered office or to any other place in Australia specified in the notice convening the meeting.

### **15.9 Validity of proxy vote**

A vote tendered in accordance with a proxy or a power of attorney is valid even if:

- (a) the appointor or principal dies or becomes mentally incapacitated;

(b) the proxy or power of attorney is revoked in any way, but only if the Company had no written notice of any defect before any authority is exercised.

#### **15.10 Instrument not valid**

An instrument appointing a proxy will not be valid after the expiration of twelve (12) months from the date of its execution.

### **16. BOARD**

#### **16.1 Management of Company**

The management of the Company is vested in the Board which will consist of a minimum number of five (5) directors and a maximum number of eleven (11) directors until otherwise determined by the Company.

#### **16.2 Composition of Board**

- (a) The Board will consist of no fewer than five (5) and no more than eleven (11) members elected at the Annual General Meeting. Nominees for the Board must be financial members of the Company.
- (b) Those members of the Board to be elected at the Annual General Meeting will be:
  - (i) Chairman
  - (ii) Deputy Chairman
  - (iii) Secretary
  - (iv) Treasurer
  - (v) Up to a further seven (7) persons.

#### **16.3 Term of office**

At alternate annual general meetings all directors must retire and the term of office of the retiring directors ends at the conclusion of the annual general meeting at which they retire. Retiring directors under this rule may nominate for re-election.

#### **16.4 Vacancies**

The directors may appoint a person as a director to fill a casual vacancy or as an additional director if that person:

- (a) is a member of the **company**,
- (b) gives the **company** their signed consent to act as a director of the **company**, and
- (c) is not ineligible to be a director under the **Corporations Act** or the **ACNC Act**.

#### **16.5 Resignation**

A member of the Board may resign his/her office at any time by giving notice in writing to the Secretary. Such resignation takes effect at the time the notice is received by the Secretary unless a later date is specified in the notice when it will take effect on the later date. Where a member of the Board resigns, the Board may appoint a new person to the vacancy. Such a new director will take office from the date on which he/she is appointed by the Board.

#### **16.6 Director's expenses**

The directors will be entitled to be reimbursed all travelling and other expenses properly incurred by them:

- (a) in attending meetings of the Board or any committee of the directors;
- (b) in attending general meetings of the Company; or
- (c) in connection with the Company's business.

#### **16.7 Vacation of director's office**

The office of a director becomes vacant if:

- (a) required by the Law;
- (b) the director is removed under these Rules;
- (c) the director dies or becomes mentally incapacitated or the director's estate is liable to be dealt with under a law relating to mental health;
- (d) the director becomes bankrupt or makes any arrangement or composition with creditors;

- (e) the director resigns;
- (f) the director is absent without the consent of the Board from four consecutive meetings of the Board; or
- (g) the director holds any other office of profit under the Company, except that of managing director, without the consent of the Company in general meeting.

## **17. POWERS AND DUTIES OF DIRECTORS**

### **17.1 Board manages the business**

- (a) Subject to the Law and to these Rules, the Company's business will be managed by the Board.
- (b) The directors are entitled to pay or reimburse all expenses incurred in promoting and forming the Company.
- (c) The Board may exercise all powers of the Company except where those powers must be exercised by the Company in general meeting under the Law or these Rules.

### **17.2 Committees**

The Board may:

- (a) from its members, appoint an executive committee to attend to the day to day management of the business and activities of the Company;
- (b) appoint other committees which may include such persons, whether members of the Board or the Company or otherwise, as the Board considers appropriate;
- (c) delegate to the Chairman, the Secretary and other persons (whether members or officers of the Company or otherwise) such of their powers as they think fit subject to such limitations and restrictions (if any) as they think fit.

### **17.3 All powers of Company**

Without limiting Rule 17.1, the Board may exercise all the powers of the Company to:

- (a) borrow money;
- (b) charge any property or business of the Company; or
- (c) give any other security for a debt, liability or obligation of the Company or of any other person.

### **17.4 Appointment of attorney**

- (a) The Board may appoint any person or persons under a power of attorney to be the attorney or attorneys of the Company.
- (b) The appointment may be:
  - (i) for any purpose; or
  - (ii) in relation to any of the directors' powers, authorities and discretions; or
  - (iii) for any period; and/or
  - (iv) subject to any conditions as the Board decides.

### **17.5 Provisions of power of attorney**

Any power of attorney may contain provisions for the protection and convenience of persons dealing with the attorney as the Board decides and may authorise the attorney to delegate all or any of the powers, authorities and discretions vested in him/her.

### **17.6 Cheques and promissory notes**

All cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed:

- (a) by any two (2) directors; or
- (b) in any other manner as the Board decides.



## **18. PROCEEDINGS OF DIRECTORS**

### **18.1 Frequency of meetings**

The Board may meet together for the despatch of business and adjourn and otherwise regulate its meetings as it thinks fit provided that the Board must meet at least ten times in every calendar year.

### **18.2 Use of technology**

Any directors' meeting may be conducted at more than one (1) venue by using any technology that gives each director a reasonable opportunity to participate in the meeting and permits each director present to hear and be heard by each other director present.

### **18.3 Directors' meetings**

- (a) Any 2 directors may convene a directors' meeting. The Secretary must convene a meeting at the request of 2 directors.
- (b) A written notice of a directors' meeting must be sent to each director within seven (7) days after a request to convene a meeting.
- (c) The notice may be given by telephone or other electronic means of communication. The notice must specify:
  - (i) the date and time for the proposed meeting;
  - (ii) the venue for the meeting unless the meeting is conducted under Rule 19.1;
  - (iii) if the meeting is to be conducted under Rule 19.2, the method for conducting the meeting; and
  - (iv) the nature of the business to be transacted at the meeting.

### **18.4 Quorum**

- (a) A quorum at a directors' meeting will be 5 directors entitled to vote on any motion that may be moved by the meeting.
- (b) A quorum of directors must be present throughout each director's meeting. If a quorum is not present at any time the meeting is not validly convened but without affecting the validity of any business conducted before the absence of a quorum occurs.

### **18.5 Directors to continue to act**

Where a vacancy in the office of a director occurs, the remaining directors may continue to act. If the number of remaining directors is insufficient to constitute a quorum, the directors may act only for the purpose of increasing the number of directors to that required to constitute a quorum or to convene a general meeting.

### **18.6 Chair of Board**

The Centre Chairman will preside at all General and Management Committee meetings. Where such meeting is held and the Chairman:

- (a) is not present within fifteen (15) minutes after the appointed time; or
- (b) is unwilling to act;

then the Deputy Chairman will chair the meeting. If neither the Chairman nor Deputy Chairman is present, directors present will elect one (1) other director to be chairman of the meeting.

### **18.7 No casting votes**

The Chairman does not have a casting vote in addition to any vote the Chairman has as a director.

### **18.8 Deputy Chairman**

The Deputy Chairman will assume the responsibilities of the Chairman when the Chairman is absent as in 18.6 above or on leave approved by the Board.

### **18.9 Treasurer**

The member of the Board elected as Treasurer will be the Treasurer for the Company. The Treasurer is responsible for receiving and accounting to the Board for all monies payable to or otherwise

received by the Company and must pay or cause to be paid all such monies to the credit of such bank accounts in the name of the Company as the Board direct.

#### **18.10 Secretary**

The member of the Board elected as Secretary will be Secretary to the Company and the Board and must carry out such duties as are the responsibility of the Secretary pursuant to the Law and as the Board otherwise determines.

#### **18.11 Circular resolution**

The directors may pass a resolution without a directors' meeting if a simple majority of the directors entitled to vote on the resolution sign a document stating that they are in favour of the resolution. Duplicate copies of the document may be used for signing.

#### **18.12 Validity of directors' acts**

All things done by any directors' meeting or by a committee of directors or by any person acting as a director will be valid even though it subsequently becomes known:

- (a) that there was some defect in the appointment of a person to be a director or a Member of the committee, or to act as a director; or
- (b) that a person appointed was disqualified.

#### **18.13 Decisions of the directors**

Any question arising at a directors' meeting or any committee of directors is determined by a simple majority of votes of the directors.

#### **18.14 Minutes**

The Board will cause proper minutes to be made of:

- (a) all director's meetings;
- (b) all appointments of officers;
- (c) the proceedings of all director's meetings and committees of directors;
- (d) the attendance at all meetings of the directors and the business transacted at those meetings,

and any minutes purporting to be signed by the chairman of the meeting or by the chairman of the next succeeding meeting, will be conclusive evidence of the matters recorded in them without any further proof.

### **19. CHIEF EXECUTIVE OFFICER**

- (a) The Board may from time to time appoint a Chief Executive Officer who will be an employee of the Company and will hold office on such terms and conditions as to remuneration and otherwise and will carry out such duties as the Board determines
- (b) The duties of the Centre Manager include the carrying into effect of decisions and directions of the Board and its delegates and day to day administration of the Company premises but the Chief Executive Officer will have no authority (except in accordance with an express resolution of the Board) to:
  - (i) incur any expenditure or liability on behalf of the Centre in an amount greater than amounts determined by the Board from time to time; or
  - (ii) engage any employee or terminate the services of any employee.

### **20. INTERESTED DIRECTORS**

#### **20.1 Notice requirements**

- (a) If a director has a material personal interest in any matter that relates to the affairs of the Company, the director must disclose that interest to the other directors unless the director is not required to disclose the interest in the circumstances listed in Section 191(2) of the Law.
- (b) The notice disclosing the director's material personal interest must:
  - (i) give details of the nature and extent of the interest and how it relates to the affairs of the Company;

- (ii) be given at a directors' meeting as soon as practicable after the director becomes aware of the interest; and
- (iii) be recorded in the minutes of the directors' meeting at which the notice is given.

## **20.2 Director must not vote**

A director who has a material personal interest in any matter being considered at a director's meeting must not be present while the matter is being considered and must not vote on the matter.

## **20.3 Exception to Rule**

Regardless of Rule 20.2, if:

- (a) the director is not required to disclose the interest under Section 191 of the Law;
- (b) the director has disclosed the interest under Section 191 of the Law and the other directors not having a material personal interest in the matter pass a resolution that:
  - (i) identifies the director, the nature and extent of the director's interest in the matter and its relation to the affairs of the Company; and
  - (ii) states that those directors are satisfied that the interest should not disqualify the director from voting on the matter or being present; or
- (c) ASIC has determined that the director may be present and vote under Section 196 of the Law, then the director may be present at the meeting considering the matter and may vote in relation to it.

## **20.4 No quorum available**

If a quorum of directors is not present at any meeting because of the operation of Rule 20.2, any director may call a general meeting and the general meeting may pass a resolution to deal with the matter.

## **20.5 Director not disqualified**

If a director is permitted to be present and to vote by virtue of Rule 20.3,

- (a) that director will not be disqualified by the office from contracting with the Company either as vendor, purchaser or otherwise;
- (b) no contract made by that director with the Company and no contract or arrangement entered into by or on behalf of the Company in which that director is in any way interested may be avoided by reason only of that director holding that office or of the fiduciary relationship established by it;
- (c) that director will not be liable to account to the Company for any profit realised under any contract or arrangement by reason only of that director holding the office or of the fiduciary relationship established by it;
- (d) that director may:
  - (i) execute any deed or document on behalf of the Company; and
  - (ii) count in a quorum.

## **20.6 Standing notice**

- (a) A director may give the other Board members a standing notice that:
  - (i) the director is a director or Member of any specified company or firm and is to be regarded as interested in all subsequent transactions with that company or firm; or
  - (ii) the director has any other interest in any matter, at any time and whether or not the matter relates to the Company's affairs at the time.
- (b) The notice under Rule 20.6(a) must comply with Section 192 of the Law and will only be effective if it has not expired at any relevant time.
- (c) If a notice is given in accordance with Rule 20.6(a) and the notice is effective at the relevant time, the notice will be sufficient disclosure under these Rules in relation to any contract, proposed contract or arrangement to be made by the Company.

## **20.7 Other office may be held**

A director may hold any other office or place of profit, except that of auditor, in the Company in conjunction with the directorship and may be appointed upon terms of remuneration, tenure of office and otherwise as the Board decides.

## **20.8 Professional director may act**

Any director may act in a professional capacity for the Company, and will be entitled to remuneration for professional services regardless of the directorship.

## **21. COMMON SEAL**

### **21.1 Election to adopt company seal**

The Board may resolve that the Company adopt a common seal. If the Company adopts a common seal, it will include:

- (a) only the Company's name where the Company has its ACN as its name; or
- (b) the Company's name, the expression "ACN" and its Australian Company Number in all other cases.

### **21.2 Duplicate common seal**

The Board may adopt a duplicate common seal. Any duplicate common seal must be a copy of the common seal with the words "Duplicate Seal", or "Certificate Seal" added to it.

### **21.3 Prohibited use**

A director must not use, or authorise the use of, a seal which purports to be the common seal of the Company (or a duplicate of the common seal) if the common seal does not comply with the requirements of this Rule.

## **22. EXECUTION OF DOCUMENTS**

### **22.1 Execution with or without the common seal**

The Company may execute a document with or without affixing a common seal. The Company executes a document if the document is signed by:

- (a) the Chairman and the Secretary; or
- (b) a director and either the Chairman or the Secretary.

### **22.2 Execution of deeds**

The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with this Rule 22.

### **22.3 No limitation**

This Rule will not be interpreted as limiting the manner in which the Company may execute a document (including a deed).

## **23. COMMITTEE**

### **23.1 Delegation to committee**

The Board may delegate any of its powers to any committee or committees of directors as they decide.

### **23.2 Powers of committee**

A committee to which any powers have been delegated must exercise the powers delegated in accordance with any directions of the Board. A power exercised in accordance with those directions is deemed to have been exercised by the Board.

### **23.3 Committee chairman**

The members of a committee may elect one (1) of their number as chairman of their meetings.

### **23.4 Election of chairman**

Where a committee meeting is held and:

- (a) a chairman has not been elected; or
- (b) the chairman is not present within fifteen (15) minutes after the appointed time; or
- (c) the chairman is unwilling to act,

the committee members present may elect one (1) of their number to be chairman of the meeting.

### **23.5 Decision by majority**

Questions arising at a committee meeting will be determined by a majority of votes of the committee members who are present and voting.

### **23.6 Casting vote**

The chairman has a casting vote, if necessary, in addition to any vote the chairman has as a committee Member.

## **24. MANAGING DIRECTOR**

### **24.1 Appointment**

The Board may from time to time appoint one (1) or more directors to be the managing director of the Company. The managing director's appointment will be for a period and on terms as the Board decides. The Board may revoke the managing director's appointment.

### **24.2 Termination**

A managing director's appointment automatically terminates if he/she ceases for any reason to be a director.

### **24.3 Remuneration**

A managing director will be entitled to receive any remuneration determined by the Board.

### **24.4 Powers of managing director**

- (a) The Board may confer upon a managing director any of the powers exercisable by them with any conditions or restrictions as the Board decides.
- (b) Any of those powers may be made concurrent with or exclusive of the powers of the Board.
- (c) The Board may at any time withdraw or vary any of those powers.

## **25. ACCOUNTS AND AUDIT**

### **25.1 Proper records kept**

The Board must ensure that proper accounting and other records are kept. A balance sheet and profit and loss account must be prepared and distributed to all Members at least once in each calendar year.

### **25.2 Auditor**

The Company must appoint an auditor or auditors, whose duties will be regulated in accordance with the Law.

## **26. RESERVES**

### **26.1 Make reserve**

The Board may:

- (a) write off from the Company's earnings any amount for loss or depreciation of any property;
- (b) set aside any amount out of the Company's profits,

as a reserve fund to meet contingencies or for repairing, improving and/or maintaining any of the Company's property and/or for any other purposes which are conducive to the interests of the Company.

### **26.2 Deal with reserve**

The Board may:

- (a) invest, lend or dispose of any reserved amounts in any way;
- (b) deal with, vary and dispose of any investments or parts of them for the benefit of the Company;
- (c) divide the reserve fund into special funds; and/or
- (d) employ the assets constituting the reserve fund in the business of the Company and without being bound to keep the same separate from other assets.

## **27. INSPECTION OF RECORDS**

### **27.1 Conditions**

The Board may determine whether and under what conditions the accounting records or other documents of the Company will be open to the inspection of Members.

### **27.2 No right unless authorised**

A Member does not have the right to inspect any document of the Company except as provided by the Law or authorised by the Board or by the Company in general meeting.

### **27.3 Directors right**

The directors have the right at any time to inspect the accounting records or other documents of the Company, whether or not they are a Member.

## **28. NOTICES**

### **28.1 Form of notice**

Any notice or other communication in connection with this Constitution must be in writing and signed by the person giving the notice and be addressed to the Notice Address of the person to whom it is to be given.

### **28.2 Time of delivery**

The notice or other communication will be deemed to be received:

- (a) in the case of a posted letter, on the third day after posting;
- (b) in the case of delivery by generally recognised overnight courier, on the second day after dispatch with that courier;
- (c) in the case of personal delivery, on the date of delivery;
- (d) in the case of facsimile transmission, at the time recorded on the transmission report from the machine from which the facsimile was sent; or
- (e) in the case of transmission by electronic mail, on the day of transmission if the electronic medium sending the notice states that the transmission was completed before 5:00pm on a business day, otherwise on the next business day. This method of service is effective only if the medium's report states that it was sent in full and without error and the message is not rejected or undeliverable as evidenced by a message to that effect received by the sender.

## **29. INDEMNITY AND INSURANCE**

### **29.1 Indemnity against liability**

To the extent permitted by the Law, the Company may indemnify every person who is, or who has been, a director or officer of the Company against:

- (a) any liability incurred by them in their capacity as a director or officer, to a person other than the Company, except where the liability relates to a wilful breach of duty or a contravention of section 181-184 of the Law;
- (b) any liability for legal costs or expenses incurred by them in defending any proceedings in which judgement is given in their favour; or
- (c) any liability for legal costs or expenses incurred by them in defending any proceedings in which they are acquitted or the Court grants relief in their favour.

### **29.2 Insurance**

To the extent permitted by the Law, the Company may insure or pay any premiums on a policy of insurance for a director or officer of the Company against any liability for which the Company indemnifies the director or officer under Rule 29.1.

### **29.3 Resolution to Grant Indemnity**

A director may vote in favour of a resolution that the Company grant an indemnity pursuant to Rule 29.1, take insurance or pay the premiums on an insurance policy pursuant to Rule 29.2 even though the director has a direct and material interest in the outcome of the resolution.

**SCHEDULE 1**  
**FORM OF PROXY**

I / We, .....

being a Member of [insert company name] and entitled to vote appoint  
the chairman of the meeting **OR** ..

(Insert name and address of proxy)

or failing that appointment or the absence of that person, the chairman of the meeting\*\*, as my/our proxy to act generally at the meeting and to vote for me on my/our behalf in accordance with the following instructions (or if no directions have been given, as the proxy sees fit and with discretion as to any business not referred to below) at the [Annual] General Meeting of the Company to be held on [insert date] and at any adjournment of that meeting.

(Voting instructions, if any, are to be indicated by placing a tick in the appropriate box. If no instruction is given the proxy may vote as that person thinks fit, or abstain.)

<b>Business</b>	<b>For</b>	<b>Against</b>	<b>Abstain*</b>
-----------------	------------	----------------	-----------------

1. [insert]

2. [insert]

\* if you mark the abstain box for any item, you are directing the proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in calculating the required majority on a poll.

\*\* if the chairman of the meeting is appointed as your proxy or is appointed by default and your voting direction is not indicated, the chairman may exercise your proxy even if he has an interest in the outcome of those items.

**Signature of Member**

Member 1 (Individual)

Joint Member 2 (Individual)

Joint Member 3 (Individual)

Sole Director / Attorney /

Director / Company Secretary

Director

Authorised Person

**Notes**

This form should be signed by the Member. If a joint holding, either Member may sign. If signed by an attorney or other authorised person, the power of attorney or written authority must have been previously noted by the Company or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the Members constitution and the *Corporations Act 2001 (Cth)*.

**Proxies**

- (a) no person may hold and/or exercise more than two (2) proxy votes at any meeting at the Centre.
- (b) Where two (2) proxies are appointed:
  - (i) A separate proxy form should be used to appoint each proxy;
  - (ii) The proxy form may specify the proportion, or number, of votes that the proxy may exercise, and if it does not do so the proxy may exercise half of the votes.
- (c) A proxy need not be a Member of the Company.
- (d) To be effective, proxy forms (duly completed and signed) must be received by the Company at its registered office no later than 48 hours before the time for the holding of the meeting.