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Constitution
of
Hastings Valley Motor Cycle
Club Ltd

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1 DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this Constitution, unless the contrary intention appears:

Auditor means the Company's auditor appointed in accordance with this Constitution.

Chairperson means the person appointed as Chairperson under clause 13.1.

Company means the company registered under the name, Hastings Valley Motor Cycle Club Ltd.

Constitution means this constitution as amended from time to time.

Corporations Act means the *Corporations Act* 2001 (Cth).

Director means any person holding the position of director of the Company from time to time.

Directors means all or some of the Directors acting as a board.

General Meeting means a meeting of the Members convened in accordance with this Constitution.

Member means a member of the Company appointed in accordance with clause 21.

Register means the register of Members kept by the Company.

Secretary means a person appointed from time to time by the Directors to perform any of the duties of a secretary of the Company.

Voting Member is defined in clause 21.2.

1.2 Interpretation

In this Constitution, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa and words importing a gender include other genders;
- (b) references to "persons" include corporations and other legal entities;
- (c) words and expressions defined in the Corporations Act have the same meaning in this Constitution; and
- (d) headings are for ease of reference only and do not affect the construction of this Constitution.

1.3 Replaceable Rules

To the extent permitted by law, the Replaceable Rules in the Corporations Act do not apply to the Company.

2 THE COMPANY

2.1 Nature of Company

The Company is a public company limited by guarantee.

2.2 No power to issue shares

The Company does not have the power to issue or allot shares of any kind.

2.3 Liability of Members

The liability of Members is limited.

3 OBJECTS

The objects for which the Company is established are:

- (a) To act as an administrative body for motorcycling sports in the Hastings region;
- (b) To develop and promote motorcycling sports in the Hastings region;
- (c) To provide tracks and other facilities for the conduct of motorcycling sports;
- (d) To make donations and otherwise provide support to other community and charitable institutions;
- (e) To raise funds to further the objects and to carry out the purposes of the Company;
- (f) To receive and distribute any funds raised in a manner that attains the objects of the Company;
- (g) To do all such things as are incidental or conducive to the attainment of all or any of the objects of the Company.

4 INCOME AND PROPERTY OF THE COMPANY

4.1 Application of income and property

Subject to clause 38.1, the income and property of the Company will only be applied towards the promotion of the objects of the Company set out in clause 3.

4.2 Payments to Members

No income or property of the Company will be paid or transferred directly or indirectly to any Member of the Company except for:

- (a) payments in return for goods or services supplied by a Member to the Company in the ordinary course of the Company's business; or
- (b) interest payments at a rate not exceeding current bank overdraft rates of interest for moneys lent by the Member to the Company.

5 DIRECTORS

5.1 Appointment by Members

All Directors must be appointed by the Members by election at a General Meeting.

5.2 Number

The number of Directors must be at least 3 but not more than 5.

5.3 Elections

An election must be held at each annual General Meeting at which a Director is scheduled to retire.

5.4 Casual vacancies

Elections to fill any casual vacancy of Directors will be held at the next General Meeting after the vacancy arises.

5.5 Result of election

The election result must be declared at the General Meeting and the appointment will take effect at the end of the meeting.

5.6 Voting

The Company will call for nominations and an election will be decided by simple majority vote of eligible voting Members on a preferential basis.

6 RETIREMENT OF DIRECTORS

6.1 Rotation of directors

Subject to clause 6.3, at the close of every annual General Meeting half of the Directors must retire.

6.2 Order of rotation

The Directors to retire by rotation at an annual General Meeting are those Directors who have been longest in office since their last appointment. Directors appointed on the same day may agree among themselves or determine by lot which of them must retire.

6.3 Retirement after two years

A Director (other than the Chairperson) must retire from office at the end of the second annual General Meeting after the Director was last appointed.

6.4 Re-appointment

A retiring Director remains in office until the end of the relevant meeting and will be eligible for re-appointment at the meeting.

7 NOMINATION OF DIRECTORS

7.1 Nomination notice

A person other than a retiring Director is not eligible for election as a Director unless a written notice has been delivered to the Company at least 14 days before the proposed General Meeting:

- (a) stating that the Member nominates the person for election as a Director;
- (b) stating that the person consents to the nomination; and
- (c) signed by the proposing Member and the nominated person.

7.2 Notice to Members

A written notice of all Director vacancies and each candidate nominated for election under clause 7.1 must be sent to all Members at least 7 days before every General Meeting at which an election of a Director will take place.

8 VACATION OF OFFICE

The office of a Director will immediately become vacant if the Director:

- (a) is prohibited by law from holding office as a Director;
- (b) has or is liable to have a person appointed to administer his or her affairs;
- (c) resigns by notice in writing to the Company;
- (d) is removed by a resolution of the Company in General Meeting;
- (e) has a personal interest in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act; or
- (f) was nominated to be elected as a Director by a Member that ceases to be a Member.

9 SECRETARY

9.1 Appointment

There must be at least one secretary of the Company, appointed by the Directors for a term on such conditions determined by them.

9.2 Removal

The Directors may, subject to the terms of any employment contract between the Company and the Secretary, suspend, remove or dismiss the Secretary.

10 MANAGEMENT OF COMPANY

10.1 Directors to manage business

The business of the Company is to be managed by the Directors who may exercise all powers of the Company that this Constitution and the Corporations Act do not require to be exercised by the Company in General Meeting.

10.2 Confidentiality

Each Director and other officer of the Company must, during and after his or her term of office:

- (a) keep confidential all information and transactions of the Company, except:
 - (i) to the extent necessary to enable the officer to perform his or her duties to the Company;
 - (ii) as required by law;
 - (iii) when requested by the Directors to disclose information to the Auditors or at a General Meeting of the Company; and
- (b) sign a confidentiality agreement on terms reasonably requested by the Directors.

11 REMUNERATION OF DIRECTORS

11.1 No director's fees

A Director is not entitled to payment of fees or expenses for performing his or her duties as a Director except as set out in this clause 11.

11.2 Payment for services

The Company may pay a Director for any service rendered to the Company in a professional or technical capacity, other than in the capacity as Director, where the provision of the services and the amount payable for the service is reasonable and has been given prior approval by the Directors.

11.3 Other expenses

The Company may reimburse Directors for travelling, accommodation and other expenses reasonably incurred by them in attending meetings of the Directors or the Company or otherwise in connection with the Company's business.

12 DIRECTORS' MEETINGS

12.1 Calling meetings

A Director may at any time, and the Secretary must on the request of a Director, call a Directors' meeting.

12.2 Notice period

A Directors' meeting must be called on at least 48 hours' notice of a meeting to each Director.

12.3 Use of technology

Subject to the Corporations Act, the Directors need not all be physically present in the same place but may hold a meeting of Directors by any technological means by which they are able simultaneously to hear each other and to participate in discussion.

12.4 Manner of conducting meetings

The Directors may meet together, adjourn and regulate their meetings as they think fit.

12.5 Quorum requirement

A quorum will be constituted by 3 Directors.

12.6 Absence of quorum

- (a) Where a quorum cannot be established for the consideration of a particular matter at a meeting of Directors, the chairperson of the meeting of Directors may call a General Meeting of Members to deal with the matter.
- (b) If the number of Directors is not sufficient to constitute a quorum at a Directors' meeting, the Directors may act only to call a General Meeting.

12.7 Notice

Notice of a meeting of Directors may be given in writing, or the meeting may be otherwise called using any technology consented to by all the Directors.

13 CHAIRPERSON

13.1 Appointment

The Directors shall at the first Directors' meeting after each annual General Meeting elect a Director as Chairperson.

13.2 Re-election

A retiring Chairperson is eligible for re-election as Chairperson.

13.3 Deputy Chairperson

The Directors may elect a Director as Deputy Chairperson to act as chairperson in the Chairperson's absence.

13.4 General meetings

The Chairperson or, in the Chairperson's absence, the Deputy Chairperson will be the chairperson at every General Meeting.

13.5 Election of alternative chairperson

The Directors may elect a person to act as chairperson of a General Meeting if:

- (a) no Chairperson has been appointed; or
- (b) neither the Chairperson nor Deputy Chairperson is present within 15 minutes after the time appointed for holding the General Meeting; or
- (c) the Chairperson and Deputy Chairperson are unwilling to act as chairperson of the General Meeting.

14 BOARD DECISIONS

14.1 Resolutions

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 entitled to vote.

14.2 Voting entitlement

Subject to clause 14.3, each Director is entitled to cast one vote.

14.3 Casting vote

If there is an equality of votes, the Chairperson of a meeting of Directors will have a casting vote in addition to his or her individual vote.

15 DIRECTOR'S INTERESTS

15.1 Contracts not void

A contract entered into between a Director and the Company or a contract or arrangement entered into by the Company in which any Director may be in any way interested will not be void or voidable merely because the Director holds office as a director.

15.2 No obligation to account

A Director who contracts with or is interested in any arrangement involving the Company is not liable to account to the Company for any profit realised by that Director under any such contract or arrangement merely on the grounds that the Director holds office as director.

15.3 No disqualification

A Director is not disqualified from being a Director merely because he or she contracts with the Company in any respect.

15.4 Interested Directors

A Director or any entity in which a Director has a direct or indirect interest may:

- (a) enter into any agreement or arrangement with the Company;
- (b) hold any office other than as Auditor; and

- (c) act in a professional capacity other than as Auditor for the Company,

and the Director or entity can receive any remuneration, profits or benefits under any agreement or arrangement with the Company or as a result of holding an office or acting in a professional capacity with the Company.

15.5 Restrictions

A Director who has a personal interest in a matter that is being considered at a Directors' meeting must not:

- (a) be present while the matter is being considered at the meeting; or
- (b) vote on the matter, unless permitted by the Corporations Act to do so, in which case the Director may:
 - (i) be counted in determining whether or not a quorum is present at any meeting of Directors at which the contract or arrangement or proposed contract or arrangement is considered;
 - (ii) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
 - (iii) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.

15.6 Directors and Members

Without limiting his or her other obligations, a Director who is an employee, board member or contractor of a Member that has a financial interest in a matter that is being considered at a Directors' meeting must not:

- (a) be present while the matter is being considered at the meeting; or
- (b) vote on the matter,

unless the other Directors resolve otherwise.

15.7 Disclosure of information

A Director who is an employee or board member of a Member may disclose to that Member any information (confidential or otherwise) about the affairs, finances and accounts of the Company that comes into the Director's possession from time to time, subject to requiring the Member to maintain the confidentiality of any confidential information. This right will not apply if:

- (a) the exercise of such a right is inconsistent with this Constitution or the Director's legal duties to the Company; and
- (b) the Board has directed that such information not be disclosed to the relevant Member.

16 COMMITTEES

16.1 Establishing committees

The Directors may establish and appoint members to any of the following:

- (a) committees with powers delegated by the Directors (**Board Committees**); and
- (b) advisory committees, with no delegated powers, to advise the Directors on specified matters (**Advisory Committees**).

16.2 Membership requirement

At least one member of each Board Committee must be a Director.

16.3 Regulation of meetings

Meetings of any Board Committee or Advisory Committee will be governed by the provisions of this Constitution which Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors. The provisions apply as if each Board Committee or Advisory Committee member was a Director.

17 DELEGATION

17.1 Power to delegate

The Directors may, upon any terms and conditions or restrictions as they see fit, delegate any of their powers, other than those which by law must be dealt with by the Directors as a board, to:

- (a) a Board Committee;
- (b) a Director;
- (c) an employee of the Company; or
- (d) any other person.

17.2 Powers of delegates

A person or Board Committee to which the Directors have delegated powers must exercise their 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.

17.3 Revocation

The Directors may at any time revoke any delegation of power.

18 RESOLUTIONS OF DIRECTORS

18.1 Written resolutions

A resolution of the Directors must be recorded in writing whether in the minutes of the meeting or otherwise in accordance with this clause 18.

18.2 Circular resolutions

The Directors may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on the resolution sign a document (including a fax or electronic document) containing a statement that they are in favour of the resolution set out in the document. The resolution is passed when the last Director signs.

18.3 Counterparts

For the purposes of clause 18.2, separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.

19 VALIDITY OF ACTS OF DIRECTORS

If it is discovered that:

- (a) there was a defect in the appointment of a Director; or
- (b) any of the circumstances specified in clause 8 applied to a person appointed as a Director,

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

20 MINUTES AND REGISTERS

20.1 Minutes

The Directors must cause minutes to be made of:

- (a) the names of the Directors present at all Directors' and Board Committee meetings;
- (b) all proceedings and resolutions of General Meetings, Directors' meetings and Board Committee meetings;
- (c) all resolutions passed by Directors;
- (d) all appointments of officers;
- (e) all orders made by the Directors and Board Committees; and
- (f) all disclosures of interests made under clause 15.

20.2 Signed minutes

Minutes must be signed by the Chairperson of the meeting.

20.3 Registers

The Company must keep all registers required by this Constitution and the Corporations Act.

21 MEMBERSHIP

21.1 Classes

The Membership of the Company will be divided into the following classes with the following rights and privileges (as varied by a resolution of Voting Members from time to time):

- (a) **Class 'A' - Motorcycle Club Members** who will be entitled to:
 - (i) receive notice of and attend General Meetings;
 - (ii) vote on any resolution (whether in person or by proxy) put before a General Meeting;
 - (iii) use facilities provided by the Company and participate in events organised by the Company in accordance with this Constitution and any rules and policies specified by the Directors or the Company from time to time;
- (b) **Class 'B' - Life Members** who will be entitled to:
 - (i) receive notice of and attend General Meetings;
 - (ii) vote on any resolution (whether in person or by proxy) put before a General Meeting;
 - (iii) use facilities provided by the Company and participate in events organised by the Company in accordance with this Constitution and any rules and policies specified by the Directors or the Company from time to time;
- (c) **Class 'C' - Social Club Members** who will be entitled to:
 - (i) receive notice of and attend (but not vote at) General Meetings;
 - (ii) use facilities provided by the Company and participate in events organised by the Company in accordance with this Constitution and any rules and policies specified by the Directors or the Company from time to time;
- (d) **Class 'D' - Junior Members** who will be entitled to:
 - (i) use facilities provided by the Company and participate in events organised by the Company in accordance with this Constitution and any rules and policies specified by the Directors or the Company from time to time.

21.2 Voting Members

Class 'A' Members and Class 'B' Members are Voting Members.

21.3 Other classes

The Directors may create such other classes of Membership with such rights and privileges as they determined from time to time.

22 ADMISSION OF MEMBERS

22.1 Number of Members

There is no limit on the number of Members the Company may have.

22.2 Members

The Members of the Company are:

- (a) those persons who consent to become Members in an application to the Company;
and
- (b) are admitted to membership,

in accordance with this clause 22.

22.3 Applications for membership

Applications for membership of the Company must be:

- (a) made in writing and signed by the applicant;
- (b) accompanied by such evidence or documents as to qualification for the category of member applied for as determined by the Directors from time to time;
- (c) accompanied by the application fee for the relevant class of membership as is determined by the Directors from time to time.

22.4 Notice of acceptance

The Company must notify an applicant in writing whether or his or her application has been accepted or rejected and the applicant becomes a Member upon the Company delivering written notice of acceptance on the applicant.

22.5 Personal rights

The rights and privileges of each Member are personal and are not transferable.

22.6 Ceasing to be a member

A Member's membership of the Company will cease:

- (a) if the Member gives the Secretary written notice of resignation, from the date of receipt of that notice by the Secretary;
- (b) if the Company is wound up; or
- (c) if an order is made by a Court for the winding up or de-registration of a corporate Member.

22.7 Continuing liability

Any Member who ceases to be a Member will remain liable for any moneys which were due

to the Company as at the date of ceasing to be a Member.

22.8 Register

The Company must keep a Register of the Members in accordance with the Corporations Act.

23 CALLING GENERAL MEETINGS

23.1 Directors

The Directors must, as and when required under the Corporations Act, and may, at any other time, call a General Meeting of Members.

23.2 Members

A Member may:

- (a) only request the Directors to call a General Meeting; and
- (b) not request or call a General Meeting,

except in accordance with section 249 of the Corporations Act.

24 NOTICE OF GENERAL MEETING

24.1 Notice period

Subject to the Corporations Act, at least 21 days' written notice of a General Meeting of Members must be given to:

- (a) all Members;
- (b) each Director and Secretary; and
- (c) the Auditor.

24.2 Contents of notice

A notice calling a General Meeting:

- (a) must specify the place, date and time of the meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate this;
- (b) must state the general nature of the business to be transacted at the meeting; and
- (c) may specify a place, facsimile number and/or electronic address for the purposes of lodging a notice appointing a proxy.

24.3 Annual General Meetings

The business to be transacted at an annual General Meeting may, regardless of whether stated in the notice, include:

- (a) the consideration of any financial statements prepared in accordance with clause 35;
- (b) the election of Directors; or
- (c) the appointment and/or review of the terms and conditions of appointment of the Auditor.

24.4 Notice of postponement or cancellation

The Directors must give notice to all Members of:

- (a) the postponement or cancellation of a General Meeting;
- (b) the place, date and time of any new meeting.

24.5 No invalidity

The failure or accidental omission to send a notice of a General Meeting (including a proxy appointment form) to any Member or the non-receipt of a notice (or proxy form) by any Member does not invalidate the proceedings at or any resolution passed at the General Meeting.

25 QUORUM FOR GENERAL MEETINGS

25.1 Requirement for Quorum

No business may be transacted at a General Meeting unless a Quorum (as defined in clause 25.2) is present when the General Meeting proceeds to business.

25.2 Definition of Quorum

A Quorum will be present if at least 5 Voting Members are present, whether in person or by proxy, at the General Meeting.

25.3 No Quorum

If a Quorum is not present within 30 minutes after the time appointed for a General Meeting:

- (a) if the General Meeting was called on the requisition of Members, it is automatically dissolved; or
- (b) in any other case, it will stand adjourned to the same time and place 7 days after the meeting or to another day, time and place determined by the Directors.

26 DECISIONS AT GENERAL MEETINGS

26.1 Voting

Subject to clause 26.2 and the Corporations Act, a resolution is carried at a General

Meeting if a majority of the votes cast on the resolution are in favour of the resolution.

26.2 No casting vote

The Chairperson does not have the right to a casting vote at a General Meeting.

26.3 Voting

A resolution put to the vote of a General Meeting is decided on a show of hands unless a poll is demanded by any Member or the Chairperson of the meeting.

26.4 Poll

A poll may be demanded before a vote is taken or before or after the voting results on a show of hands are declared.

26.5 Resolutions

Unless a poll is demanded:

- (a) a declaration by the Chairperson that a resolution has been carried 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.

26.6 No invalidity

A decision of a General Meeting will not be invalidated on the grounds that a person voting at the General Meeting was not entitled to do so.

26.7 Disputes

If there is a dispute at a General Meeting about a question of procedure, the Chairperson of the General Meeting may determine the question.

27 TAKING A POLL

27.1 When and how poll taken

A poll will be taken when and in the manner that the Chairperson of the General Meeting directs.

27.2 Disputes

The Chairperson of a General Meeting may determine any dispute about the admission or rejection of a vote on a poll.

27.3 Determination final

The Chairperson's determination under clause 27.2, if made in good faith, will be final and conclusive.

28 VOTING RIGHTS

28.1 Voting Members

Only Voting Members will be entitled to cast a vote on a resolution put before a General Meeting.

28.2 Number of votes

Subject to clause 28.2, each Voting Member will be entitled on a poll or a show of hands to cast one vote at a resolution put before a General Meeting.

28.3 Objections

An objection to the qualification of a person voting at a General Meeting:

- (a) may only be raised at the General Meeting or adjourned General Meeting at which the voter tendered its vote; and
- (b) must be referred to the Chairperson of the General Meeting, whose decision is final.

29 VOTES BY PROXY

29.1 Where Voting Member present

If a Voting Member appoints a proxy or an attorney, the proxy or attorney may only vote if the Voting Member is not present.

29.2 No Membership requirement

A proxy need not be a Member.

29.3 Demand for poll

A proxy appointed by a Voting Member may demand or join in demanding a poll.

29.4 Vote on poll

A proxy or attorney appointed by a Voting Member may vote on a poll.

29.5 Directions

A proxy may vote or abstain as he or she chooses except where the appointment of the proxy directs the way the proxy is to vote on a particular resolution. If a proxy votes at all, the proxy will be deemed to have voted all directed proxies in the manner directed on the proxy form.

30 DOCUMENT APPOINTING PROXY

30.1 Validity

An appointment of a proxy is valid if it is signed by the Voting Member making the

appointment and contains the information required by the Corporations Act. The Directors may determine that an appointment of proxy is valid even if it only contains some of the information required by the Corporations Act.

30.2 Electronic submission

For the purposes of clause 30.1, an appointment received at an electronic address will be taken to be signed by the Member if:

- (a) a personal identification code allocated by the Company to the Member has been included with the appointment; or
- (b) the appointment has been verified in another manner approved by the Directors.

30.3 Adjourned meetings

A proxy's appointment is valid at an adjourned General Meeting.

30.4 Appointments

A proxy or attorney may be appointed for all General Meetings or for any number of General Meetings or for a particular purpose.

30.5 Authority

Unless otherwise provided for in the proxy's appointment or in any instrument appointing an attorney, the appointment of the proxy or the attorney will be taken to confer authority to vote on:

- (a) any amendment to a proposed resolution;
- (b) any motion that a proposed resolution not be put; or
- (c) any similar motion; and
- (d) any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the General Meeting,

even though the appointment may specify the way the proxy or attorney is to vote on a particular resolution; and
- (e) any motion before the General Meeting whether or not the motion is referred to in the appointment.

30.6 Incomplete appointment

If a proxy appointment is signed by the Member but does not name the proxy or proxies in whose favour it is given, the Chairperson may either cast as proxy or complete the appointment by inserting the name or names of one or more Directors or the Secretary.

31 LODGEMENT OF PROXY

31.1 Timing

The written appointment of a proxy or attorney must be received by the Company at least 48 hours (unless otherwise specified in the notice of meeting to which the proxy relates) before:

- (a) the time for holding the General Meeting or adjourned General Meeting; or
- (b) the taking of a poll.

31.2 Receipt of appointment

The Company will be deemed to receive an appointment of a proxy or attorney and any power of attorney or other authority under which the appointment was executed when they are received:

- (a) by post or in person at the Company's registered office;
- (b) a facsimile number at the Company's registered office; or
- (c) a place, postal address, facsimile number or electronic address specified for that purpose in the notice of meeting.

32 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 appointing Member:

- (a) died;
- (b) became mentally incapacitated; or
- (c) revoked the proxy or power,

unless any written notification of the death, unsoundness of mind or revocation was received by the Company before the relevant General Meeting.

33 APPOINTMENT OF ATTORNEYS AND AGENTS

33.1 Appointment

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

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

determined by the Directors from time to time.

33.2 Appointees

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

- (a) any member of a committee 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.

33.3 Terms and conditions

A power of attorney may contain such terms and conditions as the Directors think fit.

34 POWERS OF ATTORNEY

If a Member signs or proposes to sign any document or do any act by or through an attorney which affects the Company or the Member's membership, that Member must deliver to the Company:

- (a) a certified copy of the instrument appointing the attorney; and
- (b) such other evidence required to satisfy the Company that the power of attorney is valid and has not been revoked.

35 ANNUAL REVIEW AND AUDIT OF ACCOUNTS

35.1 Accounts

The Directors must, if required by the Corporations Act or otherwise as they determine from time to time, cause the Company to review its accounts and/or prepare financial statements in relation to the business of the Company at the end of each financial year in accordance with the requirements of the Corporations Act.

35.2 Audits

The Directors must:

- (a) if required by the Corporations Act; or
- (b) otherwise as they determine from time to time; or
- (c) upon written request (but not more than once in any financial year) from at least 5% of Voting Members,

instruct the Auditor to audit the Company's accounts in accordance with the Corporations Act.

36 INSPECTION OF COMPANY DOCUMENTS

36.1 Directors to determine arrangements

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

36.2 Member's rights

Except as otherwise required by the Corporations Act, a Member other than a Director does not have the right to inspect any financial or other documents of the Company unless the Member is authorised to do so by a court order or a resolution of the Directors.

37 SERVICE OF NOTICES

37.1 Notices

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

- (a) by serving it on the person; or
- (b) by sending it by post, facsimile transmission or electronic notification 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.

37.2 Notice by post

A notice sent by post is taken to be served:

- (a) by properly addressing, prepaying and posting a letter containing the notice; and
- (b) on the day after the day on which it was posted.

37.3 Notice by fax or electronic means

A notice sent by facsimile transmission or electronic notification is taken to be served:

- (a) by properly addressing the facsimile transmission or electronic notification and transmitting it; and
- (b) on the day of its dispatch.

37.4 Evidence

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.

37.5 Signatures

Subject to the Corporations Act, the signature to a written notice given by the Company may be written or printed.

37.6 Airmail

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

38 WINDING UP

38.1 Contribution by Members

If the Company is wound up, each Member and each person who was a Member in the preceding 12 months agrees to contribute to the property of the Company for the payment of:

- (a) debts and liabilities of the Company;
- (b) costs, charges and expenses of the winding up;

such amount as may be required up to a maximum of \$10.00 (ten dollars).

38.2 Surplus assets

If there are any surplus assets after the winding up of the Company, the surplus assets will be given to another company which, by its constitution, is:

- (a) required to pursue similar or other charitable objects as the Company;
- (b) required to apply its profits (if any) or other income in promoting its objects; and
- (c) prohibited from making any distribution to its members or paying fees to its directors,

as determined by the Members at or before the winding up.

38.3 Deductible gift recipient

If the Company's endorsement as a deductible gift recipient is revoked, any surplus assets after the winding up of the Company shall be transferred to another company (or fund, authority or institution):

- (a) to which income tax deductible gifts can be made; and
- (b) which, by its constitution, is:
 - (i) required to pursue similar or other non-profit or charitable objects as the Company;
 - (ii) required to apply its profits (if any) or other income in promoting its objects; and
 - (iii) prohibited from making any distribution to its members or paying fees to its directors,

as determined by the Members on or before, or as soon as practical after, the revocation.

39 INDEMNITY

39.1 Officers

To the extent permitted by law and subject to the Corporations Act, the Company indemnifies every person who is or has been an officer of the Company against any liability (other than for legal costs) incurred by that person as an officer of the Company.

39.2 Legal costs

To the extent permitted by law and subject to the Corporations Act, the Company indemnifies every person who is or has been an officer of the Company against reasonable legal costs incurred in defending an action for a liability incurred by that person as an officer of the Company.