

# Good Environmental Choice - Australia

“PROMOTING SUSTAINABLE CONSUMPTION IN AUSTRALIA”

CONSTITUTION

March 2006



A public company limited by guarantee taken to be registered in the Australian Capital Territory.

*CORPORATIONS ACT 2001*

**PUBLIC SPECIAL PURPOSE COMPANY LIMITED BY GUARANTEE**

**CONSTITUTION**

**OF**

**GOOD ENVIRONMENTAL CHOICE - AUSTRALIA**

***PRELIMINARY***

**1. MEANING OF WORDS AND INTERPRETATION**

1.1 In this Constitution:

'**Alternate Director**' means a person appointed as an alternate director under **clause 36**.

'**Auditor**' means the Company's auditor.

'**Company**' means Good Environmental Choice - Australia.

'**Constitution**' means the constitution of the Company as amended from time to time.

'**Consumers**' means industry, government and the general public – buyers of products that have an environmental impact.

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

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

'**Member**' means a member under **clause 5**.

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

'**Register**' means the register of Members of the Company.

'**Registered Address**' means the last known address of a Member as noted in the Register.

'**Representative**' means a person appointed as such under **clause 9**.

'**Trustee Committee**' means a committee of appropriately qualified people nominated by the Board which certifies that expenditure of all funds will be applied towards the objects of the Company.

'**Seal**' means the Company's common seal (if any).

'**Secretary**' means any person appointed by the Directors to perform any of the duties of a secretary of the Company and if there are joint secretaries, any one or more of those joint secretaries.

1.2 In this Constitution:

- (a) the singular includes the plural and vice versa and words importing a gender include other genders.
- (b) words importing natural persons include corporations.
- (c) words and expressions defined in the *Corporations Act 2001* have the same meaning in this Constitution.
- (d) headings are for ease of reference only and do not affect the construction of this Constitution.
- (e) a reference to the *Corporations Act 2001* is a reference to the *Corporations Act 2001* as modified or amended from time to time.
- (f) a reference to the *Income Tax Assessment Acts* is a reference to the *Income Tax Assessment Acts* as modified or amended from time to time.

1.3 Unless the contrary intention appears in this Constitution, an expression in a clause of this Constitution has the same meaning as in a provision of the *Corporations Act 2001* that deals with the same matter as the clause.

1.4 To the extent permitted by law, the replaceable rules in the *Corporations Act 2001* do not apply to the Company.

## **2. OBJECTS**

2.1 The objects for which the Company is established are:

- a) To encourage the development of the industrial and manufacturing resources of Australia towards environmental innovation and domestic and international recognition of this innovation.
- b) To deliver to the Australian market a national environmental labelling and declaration program in conformance to international best practice and international standards recognising environmentally innovative products and services. (The Australian Ecolabel Program)

The goals of the Australian Ecolabel Program are to:

- (i). Deliver a national full product life cycle environmental labelling program in general conformance to ISO 14 024 as a Third Party Independent Program.

- (ii). To improve the quality of the environment by promoting sustainable consumption in Australia.

The programs objectives are to:

- (i). Provide market incentives to reduce the environmental impacts of products sold in Australia principally by certifying products that have environmental credentials on a life cycle assessment basis;
  - (ii). Provide a clear, credible and independent guide to consumers wishing to take account of environmental impacts in their purchasing decisions;
  - (iii). Encourage consumers to purchase products which have lower environmental impacts;
  - (iv). Recognise and reward activities by organisations to reduce the adverse environmental impacts of the life cycle of their products and services; and
  - (v). Provide guidance to organisations seeking to reduce their environmental impacts.
- c) To deliver programs to the broad Australian community promoting lifestyles, consumption behaviours and the establishment of community attitudes that preserve and enhance the natural environment.
  - d) To promote and develop information on the environmental and social impacts of market activity and with the objective of increasing market efficiency, raising awareness of market externalities, promoting good market practice by organizations in Australia or that trade with Australia .
  - e) To act as a representative office for overseas ISO 14 024 based environmental labelling programs.
  - f) To deliver other environmental standard setting and verification activities as long as the organization regularly reviews and agrees that these programs effectively reduce the environmental impact by Australians to the biosphere.
- 2.2 The assets and income of the organisation shall be applied solely in furtherance of its above-mentioned objects and no portion shall be distributed directly or indirectly to the members of the organisation except as bona fide compensation for services rendered or expenses incurred on behalf of the organisation.
- 2.3 The Company may only exercise the powers in section 124(1) of the *Corporations Act 2001* to:
- (a) carry out the objects in this **clause 2**; and
  - (b) do all things incidental or convenient in relation to the exercise of power under **clause 2.1(a)**.
- 2.3 In pursuance of these objects the company has power:
- a) To accredit and otherwise grant recognition to products and services solely or in conjunction with

one or more persons or other organisations.

- b) To prescribe the conditions to be met by products and services for accreditation or other recognition and the conditions to be met for continuation of such accreditation or other recognition. Such conditions will be prescribed with awareness of the need for compatibility with internationally agreed standards and procedures.
- c) To examine and to conduct other enquiries to establish whether products or services comply with the conditions for accreditation or other recognition or with the conditions for continuance of accreditation or other recognition.
- d) To authorise and encourage other persons manufacturing environmentally preferable products or services to endorse in the name of the environmental declaration marks of the organization and to have the products recognized on domestic and international markets as accredited or be otherwise recognised by the company.
- e) To encourage and assist persons manufacturing or importing environmentally preferable products or services to achieve compliance with the conditions prescribed by the company for accreditation or other recognition.
- f) To promote the recognition:
  - i) of the company and its programs;
  - ii) of products and services which are accredited or otherwise recognised by the company;  
and
  - iii) of tests, environmental declarations and related services endorsed in the name of the company.
- g) To contribute to and assist in the provision of a national committee of ecolabelling organizations to further expand the market instrument of independent environmental labeling and the establishment of a national code of conduct of environmental labeling organizations and to this end to collaborate with other persons including the Australian Consumer Competition Commission, ISEAL, GEN and GEDNET.
- h) To manage, contribute to or conduct programs aimed at improving the market recognition, product life cycle design and environmental quality of minerals, products and services, including product design testing and research and product category comparison programs, measurement audit programs and training programs.
- i) To participate in the formulation of test methods, codes of practice and other documentation relevant to testing, inspection, standard setting and related services and to this end to collaborate with other persons including JAS/ANZ, Standards Australia, the Environmental Institute of Australia whenever these parties seek to collaborate.

- j) To provide advisory and training services with respect to activities of the company.
- k) To engage in agreements and arrangements with other accreditation bodies throughout the world for such purposes as mutual recognition and mutual cooperation.
- l) To arrange and participate in conferences, exhibitions, meetings, lectures, addresses and commentaries on testing, inspection and related services and the arts and sciences connected therewith and to publish, sell or otherwise distribute pamphlets, periodicals and other publications and data bases on environmental accreditation/certification and related services.
- m) To establish and maintain libraries, databases and other collections on testing, inspection and related services and the arts and sciences connected therewith.
- n) To undertake and execute any trusts or any agency business which may seem directly or indirectly conducive to the attainment of any of the objects of the company.
- o) To subscribe to, promote, become a member of or cooperate with any other body (whether corporate or unincorporated) having objects altogether or in part similar to those of the Company.
- p) If at any time it may be deemed necessary, to enter into agreements with Governments or their nominees for activities which advance the objectives of the company or to seek policy or Acts of Parliament which advance the objectives of the company.
- q) To do all or any of the above things in any part of the world compatible with the agreements to which the Company is a party.
- r) To do or concur in the doing of all such acts, deeds, matters and things and to enter into and make such arrangements as are incidental or conducive to the attainment of the above objects or any of them, and to establish funds for the carrying out of the above objects.
- s) To acquire or establish whether solely or in joint venture an entity to provide certification of and including but without limitation, materials, processes, systems, equipment, services and personnel.

And it is hereby declared that the Company (subject to the provisions of the Corporations Act) shall have the power to do any of the matters abovementioned (whether in one or different paragraphs) apart from any other of the said matters, and that none of the above descriptions shall be limited or restrained by references to the name of the Company or to matters of the same or some similar kind to those elsewhere in this clause referred to, or shall be otherwise limited or restrained by any other part of this clause not containing an express limitation or restriction nor by an inference to be drawn from such other part, and so that wherever such construction is possible the objects specified in this clause may be construed in as wide a sense as if each of the paragraphs hereof defined the objects of a separate and independent society, company or institution.

### **3. INCOME AND PROPERTY OF THE COMPANY**

- 3.1 The income and property of the Company will only be applied towards the promotion of the objects of the Company set out in **clause 2**. The Directors of the Company will have certifying responsibility for the application of the income of the Company in accordance with this clause.
- 3.2 No income or property will be paid or transferred directly or indirectly to any Member of the Company except for payments to a Member:
- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
  - (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent.
- 3.3 True accounts shall be kept of all monies received and expended by the Company and the matters in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the Company and, subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed under the regulations for the time being of the Company, shall be open to inspection by members. Such accounts shall on the written request of the Australian Securities and Investment Commission be produced for inspection by the Commission or a person nominated in writing by it.

### **4. PAYMENTS TO DIRECTORS**

No payment will be made to any Director of the Company except:

- (a) for out of pocket expenses incurred by the Director in performing any duty as Director of the Company where the amount payable does not exceed an amount previously approved by the Directors of the Company;
- (b) for any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the Directors of the Company have first approved the provision of the service and the amount payable, which is not more than an amount which commercially would be reasonable payment for the service;
- (c) for any goods delivered to the Company or commercially reasonable rent for property leased to the Company;
- (d) relating to an indemnity in favour of the Director and permitted by section 199A of the *Corporations Act 2001* or a contract of insurance permitted by section 199B
- (e) as allowed by section 150, 199A or 199B of the *Corporations Act 2001*.

**5. ADMISSION AS A MEMBER**

In clauses 12, 13, 15 and 19, 'Member' includes a Member present in person or by proxy, attorney or Representative.

5.1 There shall be three classes of membership of the Company and one associate category of membership, namely:

1. Ordinary members
2. Honorary members
3. Founding members or Foundation members
4. Technical associates

5.1.1 **Ordinary Membership** of the company shall be comprised of representation by:

- (i) Good Environmental Choice label certified product manufacturers or service providers;
- (ii) Research, Universities and Technical Institutions and experts with an interest of the area of sustainable consumption, environmental innovation and sustainable development.
- (iii) Procurement Officers and representative of organizations that procure environmentally preferable products and services.
- (iv) Environmental and Consumer organizations and Technical and Environmental experts and professionals.
- (v) Members of the building products sector and property developers including construction companies, architects and contractors.
- (vi) Federal, State and Local Governments.
- (vii) Industry Associations and Professional Societies.
- (viii) Financial Institutions and Australian Publicly Listed Companies.
- (ix) The members of the time being of the Board of the Company or Chairs of any of the companies committees.

5.1.2 Ordinary members shall nominate an authorised representative for ordinary business of the company. Representatives are able to only represent one ordinary member at any one time.

5.1.3 If the non-availability of the authorised representative of an ordinary member arises by reason of death, illness, incapacity or otherwise, the rights of the member as an ordinary member of the Company shall be exercised by the chief executive officer or other controller of the organization that has been accepted as an ordinary member.

5.1.4 The Directors may at any time add or delete from the list of Membership Groups in paragraph and from that time on, and each such group shall be or cease to be (as appropriate) a “Membership Group” for the purposes of this Constitution.

5.1.5 Each member must, on seeking admission in good faith, nominate to which Membership Group it wishes to belong. The Membership Committee shall decide the Membership Group to which the member is to belong, and the Membership Committee’s decision on this matter shall be final and binding.

## **5.2 Founding and Foundation Members**

Founding members of the Company shall be natural persons accepted by the Board as having rendered service to the Company during the establishment stage of the company and/or during the period that the ecolabelling services was delivered by the Australian Environmental Labelling Association Inc. and who have consented to become founding members. Foundation members are organisations and entities accepted by the Board that have provided grants or gifts to the Company in order to further the objectives of the Company through programs and work activities. Founding and Foundation membership is for a term of 5 years. Founding and Foundation members have a right to attend any committee meeting and to participate in the discussions, process and decisions of the committee and are entitled to vote at any committee meeting as full members of that committee.

## **5.3 Honorary Members**

Honorary members of the Company shall be natural persons accepted by the Board as having rendered meritorious service to the Company, and who have consented to become honorary members. The term of appointment is usually life membership. Honorary members have the right to attend any or all meetings of the Board and be heard at the meeting. They are however not entitled to vote at a Board meeting. Honorary members have a right to attend any committee meeting and to participate in the discussions, process and decisions of the committee and are entitled to vote at any committee meeting as a full member of that committee. Otherwise honorary members have the same rights as ordinary members.

## **5.4 Technical Associates**

Technical members are entitled to attend committee meetings of the committee that they are nominated for and to participate in the discussions, process and decisions of the committee and are entitled to vote at any committee meeting as full members of that committee. No other rights or responsibilities are attached to this category of associate membership and technical associates may not nominate to act in any official position within the company, to be a director of the Company or to vote at General Meetings.

## **5.5 Maximum number of members.**

The total number of members of the company shall not exceed 2000 two thousand or as determined from time to time by the Directors.

## **5.6 Conditions governing membership**

Any body corporate or other entity including a nature person may be admitted as a member of the company if it:

- (a) demonstrates to the satisfaction of the Membership Committee sufficient interest, concern and knowledge of the affairs of the Company;
- (b) demonstrates to the satisfaction of the Membership Committee that it is sufficiently connected or affiliated with a Membership Group;
- (c) provides the Membership Committee with any particulars, undertakings or documents the Membership Committee requires;
- (d) is approved by the Membership Committee; and
- (e) agrees to be bound by this Constitution by signing and forwarding an application to the Secretary in the following form:

[name of entity] of

applies to become a member of Good Environmental Choice - Australia Ltd and agrees to be bound by the Constitution of the Company and abide by the Code of Conduct attached to this application. [name of entity] consents to its name being entered on the Register.

Dated:

Signed: Title:

## **5.7 Application for membership**

- (a) Each application for membership shall be sent to the Secretary and accompanied by a remittance of any entrance fee and any annual or other subscription fees payable, the remittance to be refunded in the event the applicant is not admitted to membership.
- (b) The fees payable pursuant to this rule shall be the amount determined from time to time by the Directors.

## **5.8 Entry of candidate's name on Register**

Subject to rule 5.1 and upon compliance with rules 5.5 and 5.6 , the Secretary may enter the candidate's name on the Register.

## **5.9 Annual subscription fee and other fees**

- (a) The Directors shall determine the amount of fees payable by members, including the annual subscription fee and entrance fee (if any). The fees determined by the Directors may be tiered according to the Membership Groups. The Directors may grant any concession in regard to membership fees that they see fit, including the full or partial waiver of all or any of such fees.
- (b) The Directors shall review the fees payable by members as they consider necessary, but at least once each financial year.

- (c) The annual subscription fee (if any) shall be payable annually in advance on the first day of the month in which each member's membership anniversary falls or on such other day as the Directors determine.
- (d) The entrance fee (if any) shall be payable in accordance with rule 5.5.
- (e) Any other fees shall be payable at the time determined by the Directors, provided that members are given at least two months' prior notice.
- (f) A member who ceases to be a member before any fee becomes due and payable shall not be liable for that fee.
- (f) The Directors may remit the annual subscription fee and other fees, and any arrears thereof, of any member on any grounds they consider appropriate.
- (h) In the event that a member notifies the Board that it wishes to transfer its membership to another entity, the Directors may determine the fees payable by the other entity for membership and in their discretion may grant any concession to such fees that they see fit.

#### **5.10 Resignation of membership**

A member's resignation shall be in writing and addressed and forwarded to the Secretary.

#### **5.11 Effect of termination on fees due and payable**

Subject to rule 5.6(f), resignation or other termination of a member's membership of the Company will not relieve a member of responsibility for any financial obligations, including fees and other amounts due and payable, accrued up to the effective date of termination.

- 5.12** The rights and privileges of every Member will be personal to each Member and will not be transferable by the Member or by operation of law.

### **6. SUBSCRIPTIONS**

- 6.1 The Directors may decide on the entrance fee and annual subscription payable by each Member or each category of Member. Until otherwise determined by the Directors the annual subscription fee for ordinary members will be \$100.00 individuals and non-profit entities, \$200.00 for small business entities (turnover below \$1M), \$500.00 for medium sized incorporated for profit entities (turnover between \$1M - \$10M) and \$1,000 for larger incorporated for profit entities (turnover greater than \$10M) .

- 6.2 (a) The annual subscription period will start on 1 July of each year, and the annual subscription will be due in advance within 30 days of this date.

- (b) The first subscription payable by persons who consented to become Members in the application for the Company's registration will be payable within 30 days of the date from which subscriptions are determined by the Directors.

6.3 The Directors may determine that any Member admitted to membership between 1 January and 30 June will pay only one-half of the annual subscription until that Member's next annual subscription falls due.

6.4 Until otherwise determined by the Directors the annual subscription fee for foundation members will be \$0.00.

6.5 Until otherwise determined by the Directors the annual subscription fee for honorary members will be \$0.00.

6.6 Until otherwise determined by the Directors the annual subscription fee for technical members will be \$0.00 individuals and non-profit entities and \$200.00 for incorporated for profit entities.

## **7. CEASING TO BE A MEMBER**

7.1 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 a majority of three-quarters of the Directors present and voting at a meeting of Directors by resolution terminate the membership of a Member:
  - (i) whose conduct in their opinion renders it undesirable that that Member continue to be a Member of the Company;
  - (ii) only after the Member has been given at least 21 days' notice of the resolution and has had the opportunity to be heard at the meeting at which the resolution is proposed;
- (c) if membership is forfeited under **clause** Error! Reference source not found.;
- (d) where the Member is an individual, if the Member:
  - (i) dies;
  - (ii) becomes mentally incapacitated or whose person or estate is liable to be dealt with in any way under the laws relating to mental health; or
  - (iii) is convicted of an indictable offence;
- (e) where the Member is not an individual, if:

- (i) a liquidator is appointed in connection with the winding-up of the Member; or
- (ii) an order is made by a Court for the winding-up or deregistration of the Member.

7.2 Member entitled to due process

If a resolution under rule 5.10(a) is proposed in relation to any member, that member is entitled to:

- (a) receive reasonable notice of the resolution and notice of the reason(s) that the resolution is proposed; and
- (b) put their case to the Directors by giving the Secretary a written statement for circulation to the Directors and speaking to the resolution for a reasonable time (which time is to be determined by the Chairperson) at the meeting at which the resolution is considered.

A statement given under paragraph (b) must be circulated to the Directors before the meeting or, if there is insufficient time, read out at the meeting before the resolution is considered, unless the statement is more than 1,000 words long or is considered defamatory by the Chairperson.

7.3 Any Member ceasing to be a Member:

- (a) will not be entitled to any refund (or part refund) of a subscription; and
- (b) will remain liable for and will pay to the Company all subscriptions and moneys which were due at the date of ceasing to be a Member.

**8. POWERS OF ATTORNEY**

8.1 If a Member executes or proposes to execute any document or do any act by or through an attorney which affects the Company or the Member's membership in the Company, that Member must deliver the instrument appointing the Attorney to the Company for notation.

8.2 If the Company asks the Member to file with it a certified copy of the instrument for the Company to retain, the Member will promptly comply with that request.

8.3 The Company may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.

**9. REPRESENTATIVES**

9.1 Any corporation or organisation which is a Member may by written notice to the Secretary:

- (a) appoint a natural person to act as its Representative in all matters connected with the Company as permitted by the *Corporations Act 2001*; and
- (b) remove a Representative.

- 9.2 A Representative is entitled to:
- (a) exercise at a general meeting all the powers which the corporation or organisation which appointed him or her could exercise if it were a natural person;
  - (b) stand for election as an office bearer or Director; and
  - (c) be counted towards a quorum on the basis that the Member corporation or organisation is to be considered personally present at a general meeting by its Representative.
- 9.3 A certificate executed in accordance with section 127 of the *Corporations Act 2001* is rebuttable evidence of the appointment or of the removal of the appointment (as appropriate) of the Representative.
- 9.4 The chairperson of a general meeting may allow a Representative to vote on the condition that he or she subsequently establishes his or her status as a Representative within a period prescribed by and to the satisfaction of the chairperson of the general meeting.
- 9.5 A Representative's appointment may set out restrictions on the Representative's powers.

## **10. CALLING A GENERAL MEETING**

- 10.1 Any Director may, at any time, call a general meeting.
- 10.2 A Member may:
- (a) only request the Directors to call a general meeting in accordance with section 249D of the *Corporations Act 2001*; and
  - (b) not request or call and arrange to hold a general meeting except under section 249E or 249F of the *Corporations Act 2001*.

## **11. NOTICE OF GENERAL MEETING**

- 11.1 Subject to the provisions of the *Corporations Act 2001* allowing general meetings to be held with shorter notice, at least 21 days written notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) of any general meeting must be given to Members.
- 11.2 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 conducted at the meeting; and
  - (c) may specify a place, facsimile number and electronic address for the purposes of appointing a

proxy.

- 11.3 A notice of an annual general meeting need not state that the business to be conducted at the meeting includes:
- (a) consideration of the annual financial report, Directors' report and the Auditor's report;
  - (b) the election of directors; or
  - (c) the appointment and fixing of the remuneration of the Auditor.
- 11.4 (a) The Directors may postpone or cancel any general meeting whenever they think fit (other than a meeting called as the result of a request under **clause 10.2**).
- (b) The Directors must give notice of the postponement or cancellation to all persons entitled to receive notices from the Company.
- 11.5 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 form) by any Member does not invalidate the proceedings at or any resolution passed at the general meeting.

## **12. QUORUM**

- 12.1 No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business.
- 12.2 A quorum of Members is three Members or 20% of members whichever is larger.
- 12.3 If a quorum is not present within 30 minutes after the time appointed for a meeting:
- (a) if the meeting was called on the requisition of Members, it is automatically dissolved; or
  - (b) in any other case:
    - (i) the meeting will stand adjourned to the same time and place seven days after the meeting, or to another day, time and place determined by the Directors; and
    - (ii) if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting is automatically dissolved.

## **13. CHAIRPERSON**

- 13.1 The Chairperson of the Board of Directors, or in the Chairperson's absence the deputy chairperson, will be the chairperson at every meeting of Members.

- 13.2 The Directors present may elect a chairperson for a meeting of members .If:
- (a) there is no chairperson or deputy chairperson; or
  - (b) neither the chairperson nor deputy chairperson is present within 15 minutes after the time appointed for holding the meeting; or
  - (c) the chairperson and deputy chairperson are unwilling to act as chairperson of the meeting,
- 13.3 If no election is made under **clause 13.2**, then:
- (a) the Members may elect one of the Directors present as chairperson; or
  - (b) if no Director is present or is willing to take the chair, the Members may elect one of the Members present as chairperson.
- 13.4 If there is a dispute at a general meeting about a question of procedure, the chairperson may determine the question.

#### **14. ADJOURNMENT**

- 14.1 The chairperson of a meeting at which a quorum is present:
- (a) in his or her discretion may adjourn a meeting with the meeting's consent; and
  - (b) must adjourn a meeting if the meeting directs him or her to do so.
- 14.2 An adjourned meeting may take place at a different venue to the initial meeting.
- 14.3 The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting.
- 14.4 Notice of an adjourned meeting need only be given in accordance with **clause 11.1** if a general meeting has been adjourned for more than 21 days.

#### **15. DECISION ON QUESTIONS**

- 15.1 Subject to the *Corporations Act 2001* in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- 15.2 A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded in accordance with the *Corporations Act 2001*.

15.3 Unless a poll is demanded:

- (a) a declaration by the chairperson that a resolution has been carried, carried by a specified majority, or lost; and
- (b) an entry to that effect in the minutes of the meeting,

are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.

15.4 The demand for a poll may be withdrawn.

15.5 A decision of a general meeting may not be impeached or invalidated on the ground that a person voting at the meeting was not entitled to do so.

## **16. TAKING A POLL**

16.1 A poll will be taken when and in the manner that the chairperson directs.

16.2 The result of the poll will be the resolution of the meeting at which the poll was demanded.

16.3 The chairperson may determine any dispute about the admission or rejection of a vote.

16.4 The chairperson's determination, if made in good faith, will be final and conclusive.

16.5 A poll demanded on the election of the chairperson or the adjournment of a meeting must be taken immediately.

16.6 After a poll has been demanded at a meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.

## **17. CASTING VOTE OF CHAIRPERSON**

The chairperson does not have a casting vote in addition to the chairperson's votes as a Member, proxy, attorney or Representative. If the votes are even then the chairman's vote is counted as null and the votes recounted.

## **18. OFFENSIVE MATERIAL**

A person may be refused admission to, or required to leave and not return to, a meeting if the person:

- (a) refuses to permit examination of any article in the person's possession; or
- (b) is in possession of any:

- (i) electronic or recording device;
- (ii) placard or banner; or
- (iii) other article,

which the chairperson considers to be dangerous, offensive or liable to cause disruption.

**19. ENTITLEMENT TO VOTE**

- 19.1 A Member is not entitled to vote at a general meeting if the member's annual subscription is more than one month in arrears at the date of the meeting.
- 19.2 A Member entitled to vote has one vote. Ordinary Members, Founding and Foundation Members and Honorary Members are entitled to vote.

**20. OBJECTIONS**

- 20.1 An objection to the qualification of a voter may only be raised at the meeting or adjourned meeting at which the voter tendered its vote.
- 20.2 An objection must be referred to the chairperson of the meeting, whose decision is final.
- 20.3 A vote that the chairperson does not disallow because of an objection is valid for all purposes.

**21. VOTES BY PROXY OR ATTORNEY**

- 21.1 If a Member appoints a proxy, proxies or an attorney, the proxy, proxies or attorney may not vote on a show of hands.
- 21.2 A proxy or attorney may demand or join in demanding a poll and may vote on a poll.

**22. APPOINTING A PROXY**

- 22.1 An appointment of a proxy is valid if the Member making the appointment signs it and contains the information required by subsection 250A(1) of the *Corporations Act 2001*. The Directors may determine that an appointment of proxy is valid even if it only contains some of the information required by section 250A(1) of the *Corporations Act 2001*.
- 22.2 For the purposes of **clause 22.1**, 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 in

the appointment; or

(b) the appointment has been verified in another manner approved by the Directors.

22.3 A proxy need not be a Member.

22.4 A proxy may vote or abstain as he or she chooses except where an appointment of the proxy directs the way the proxy is to vote on a particular resolution. Unless otherwise indicated when voting, if a proxy votes at all, the proxy will be deemed to have voted all directed proxies in the manner directed.

22.5 A proxy's appointment is valid at an adjourned meeting.

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

22.7 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:

(a) to vote on:

(i) any amendment moved to the proposed resolutions and on any motion that the proposed resolution not be put or any similar motion; and

(ii) any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the meeting,

even though the appointment may specify the way the proxy or attorney is to vote on a particular resolution; and

(b) to vote on any motion before the meeting whether or not the motion is referred to in the appointment.

22.8 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.

## **23. LODGMENT OF PROXY**

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

(a) the time for holding the meeting or adjourned meeting at which the appointee proposes to vote;  
or

(b) the taking of a poll on which the appointee proposes to vote.

23.2 The Company receives an appointment of a proxy and any power of attorney or other authority under which it was executed when they are received at:

- (a) the Office;
- (b) a facsimile number at the Office; or
- (c) a place, facsimile number or electronic address specified for that purpose in the notice of meeting.

**24. VALIDITY**

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

- (a) died;
- (b) became mentally incapacitated; 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 meeting or adjourned meeting.

**25. BOARD OF DIRECTORS**

25.1 The business of the Company is managed by the Board of Directors who may exercise all powers of the Company that this Constitution and the *Corporations Act 2001* do not require to be exercised by the Company in general meeting.

25.2 Without limiting the generality of **clause 25.1**, the Directors may exercise all the powers of the Company to:

- (a) borrow money;
- (b) charge any property or business of the Company;
- (c) give security for a debt, liability or obligation of the Company or of any other person; and
- (d) guarantee or to become liable for the payment of money or the performance of any obligation by or of any other person.
- (e) Appoint the company's executive management personnel and assign their roles and responsibilities. The Board of Directors is required to appoint the executive management of the company including the CEO and such senior personnel as are required to fulfil the functions of

the company. The Board is required to prescribe the delegated authority of the executive and monitor the performance of the executive on a periodic basis.

**26. NUMBER OF DIRECTORS**

26.1 There will not be less than three nor more than fifteen Directors unless the Company in general meeting by resolution changes the minimum or maximum number.

26.2 The first directors will be:

- (a) Mr Petar Johnson (Chairperson and Director) ;
- (b) Mrs Myo Mon (Secretary and Director);
- (c) Mr Tim Edwards (Director),

**27. APPOINTMENT AND REMOVAL OF DIRECTORS**

27.1 The Company may by resolution passed in general meeting:

- (a) appoint new Directors;
- (b) subject to **clause 26.1** increase or reduce the number of Directors;
- (c) remove any Director before the end of the Director's period of office; and
- (d) appoint another person in the Director's place.

27.2 A person appointed under **clause 27.1(d)** will hold office for the period for which the Director replaced would have held office if the Director had not been removed.

27.3 (a) If the conduct or position of any Director is such that continuing in office appears to the majority of the Directors to be prejudicial to the interests of the Company, a majority of Directors at a meeting of the Directors specifically called for that purpose may suspend that Director.

- (b) Within 14 days of the suspension, the Directors must call a general meeting, at which the Members may either confirm the suspension and remove the Director from office in accordance with **clause 27.1(c)** or annul the suspension and reinstate the Director.

**28. ADDITIONAL AND CASUAL DIRECTORS**

28.1 Subject to **clause 26.1**, the Directors may appoint any person as a Director to fill a casual vacancy or as an addition to the existing Directors.

28.2 A Director appointed under **clause 28.1** will hold office until the next general meeting of the Company when the Director may be re-elected.

**29. RETIREMENT**

29.1 Except for the initial Directors, a Director must retire from office at the conclusion of the third annual general meeting after the Director was last elected.

29.2 A retiring Director will be eligible for re-election but must not serve more than four consecutive terms in office.

29.3 The first appointed directors under clause 27.2 shall retire at the next general meeting after the establishment of the company.

**30. FILLING VACATED OFFICE**

30.1 When a Director retires at a general meeting, the Company may by ordinary resolution elect a person to fill the vacated office.

30.2 If the vacated office is not filled and the retiring Director has offered himself or herself for re-election, the retiring Director will be deemed to have been re-elected unless, at the meeting at which he or she retires:

- (a) it is resolved not to fill the vacated office; or
- (b) the resolution for the re-election of the Director is put and lost.

**31. NOMINATION OF DIRECTOR**

31.1 A person other than a retiring Director is not eligible for election as a Director at a general meeting unless the person, or a Member who intends to propose the person, has left at the Office a written notice signed by him or her:

- (a) giving the person's consent to the nomination; and
- (b) stating either that the person is a candidate for the office of Director or that the Member intends to propose the person for election.

31.2 A notice given in accordance with **clause 31.1** must be left at the Office at least 15 days before the relevant general meeting.

31.3 A written notice referring to all Director vacancies and each candidate for election, must be sent to all Members at least seven days before every general meeting at which an election of a Director will take place.

### 32. VACATION OF OFFICE

The office of a Director immediately becomes vacant if the Director:

- (a) is prohibited by the *Corporations Act 2001* from holding office or continuing as a Director;
- (b) is liable to have a person appointed, under a law relating to the administration of estates of persons who through mental or physical incapacity are incapable of managing their affairs, to administer it, or becomes in the opinion of the Directors incapable of performing his or her duties;
- (c) resigns by notice in writing to the Company; or
- (d) is removed by a resolution of the Company;
- (e) is absent from 3 consecutive Directors' meetings without leave of absence from the Directors;
- (f) holds any office of profit under the Company;
- (g) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the *Corporations Act 2001*; or
- (h) is the Chief Executive Officer (or equivalent) of a Member that ceases to be a Member under **clauses** Error! Reference source not found. and **7.1**.

### 33. DIRECTORS' MEETINGS

- 33.1 (a) The Directors shall meet a minimum of two times per year.
- 33.2 (b) A Director may at any time, and the Secretary must on the request of a Director, call a Directors' meeting by notifying all directors via any communication means and confirming the next suitable date for such a meeting.
  - c) A Directors' meeting must be called on at least 48 hours written notice of a meeting to each Director and each Director's alternate.
  - (b) A quorum for a meeting of the Board is 3 or 50% which ever is the larger at the time.
- 33.3 It is not necessary to give notice of a meeting of the Directors to a Director whom the Secretary, when giving notice to the other Directors, reasonably believes to be outside Australia.
- 33.4 (a) Subject to the *Corporations Act 2001*, a the Directors may hold a Directors' meeting by communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.

- (b) The Directors need not all be physically present in the same place for a Directors' meeting to be held.
- (c) Subject to **clause 35**, a Director who participates in a meeting held in accordance with this Constitution is taken to be present and entitled to vote at the meeting.

33.5 **Clause 33.4** applies to meetings of Directors' committees as if all committee members were Directors.

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

33.7 A quorum is a majority of Directors for the time being.

33.8 Where a quorum cannot be established for the consideration of a particular matter at a meeting of Directors, the chairperson may call a general meeting of Members to deal with the matter.

33.9 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.

#### **34. DECISION ON QUESTIONS**

34.1 Subject to this Constitution, questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present and voting and, subject to **clause 35**, each Director has one vote.

34.2 The chairperson of a meeting does not have a casting vote in addition to his or her deliberative vote.

34.3 (a) An Alternate Director has one vote for each Director for whom he or she is an alternate.

(b) If the Alternate Director is a Director, he or she also has a vote as a Director.

#### **35. DIRECTORS' INTERESTS**

35.1 No contract made by a Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which any Director may be in any way interested is avoided or rendered voidable merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.

35.2 No Director contracting with or being interested in any arrangement involving the Company is liable to account to the Company for any profit realised by or under any such contract or arrangement merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office.

35.3 A Director is not disqualified merely because of being a Director from contracting with the Company in any respect except subject to clause 4. The Board shall however approve all contracts between a Director and the company.

35.4 A Director or a body or entity in which a Director has a direct or indirect interest subject to clause 4 may:

- (a) enter into any agreement or arrangement with the Company;
- (b) hold any office or place of profit other than as auditor in the Company; and
- (c) act in a professional capacity other than as auditor for the Company,

and the Director or the body or entity can receive and keep beneficially any remuneration, profits or benefits under any agreement or arrangement with the Company or from holding an office or place of profit in or acting in a professional capacity with the Company.

35.5 A Director who has a material 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 2001* to do so, in which case the Director may:

- (c) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
- (d) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
- (e) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.

35.6 A Director may be or become a director or other officer of, or otherwise interested in, any related body corporate or any other body corporate promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and is not accountable to the Company for any remuneration or other benefits received by the Director as a director or officer of, or from having an interest in, that body corporate.

## **36. ALTERNATE DIRECTORS**

36.1 A Director may, with the approval of the Directors, appoint any person as his or her alternate for a period determined by that Director.

36.2 An Alternate Director is entitled to notice of Directors' meetings and, if the appointor is not present at a meeting, is entitled to attend, be counted in a quorum and vote as a Director.

36.3 An Alternate Director is an officer of the Company and is not an agent of the appointor.

- 36.4 The provisions of this Constitution that apply to Directors also apply to Alternate Directors.
- 36.5 (a) The appointer or the other Directors may revoke the appointment of an Alternate Director at any time.
- (b) An Alternate Director's appointment ends automatically when his or her appointor ceases to be a Director.
- 36.6 Any appointment or revocation under this clause must be effected by written notice delivered to the Secretary.

**37. REMAINING DIRECTORS**

- 37.1 The Directors may act even if there are vacancies on the board.
- 37.2 If the number of Directors is not sufficient to constitute a quorum at a Directors' meeting, the Directors may act only to:
- (a) appoint a Director; or
- (b) call a general meeting.

**38. CHAIRPERSON**

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

**39. DELEGATION**

- 39.1 (a) The Directors may delegate any of their powers, other than those which by law must be dealt with by the Directors as a board, to a committee or committees.
- (b) The Directors may at any time revoke any delegation of power to a committee.
- 39.2 The Directors must set up the Trustee Committee to be responsible for certifying that the allocation of funds are consistent with the objects of the Company as contemplated by **clause 3.1**.

39.3 At least one member of the Trustee Committee must be a Director.

39.4 The provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors will govern meetings of any committee of Directors. The provisions apply as if each member was a Director.

#### **40. WRITTEN RESOLUTIONS**

40.1 The Directors may pass a resolution without a Director's meeting being held if all the Directors entitled to vote on the resolution sign a 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.

40.2 For the purposes of **clause 40.1**, 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.

40.3 Any document referred to in this clause may be in the form of a facsimile or electronic transmission.

40.4 The minutes of Directors' meetings must record that a meeting was held in accordance with this **clause 40**.

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

#### **41. VALIDITY OF ACTS OF DIRECTORS**

If it is discovered that:

(a) there was a defect in the appointment of a person as a Director, Alternate Director or member of a Directors' committee; or

(b) a person appointed to one of those positions was disqualified,

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

#### **42. MINUTES, REGISTERS AND AMENDMENTS TO CONSTITUTION**

42.1 The Directors must ensure minutes are made of:

(a) the names of the Directors present at all general meetings, Directors' meetings and meetings of Directors' committees;

(b) all proceedings and resolutions of general meetings, Directors' meetings and meetings of Directors' committees;

- (c) all resolutions passed by Directors in accordance with **clause 40**;
- (d) all appointments of officers;
- (e) all orders made by the Directors and Directors' committees; and
- (f) all disclosures of interests made under **clause 35**.

42.2 Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body.

42.3 The Company must keep all registers required by this Constitution and the *Corporations Act 2001*.

42.4 The Company must notify the Australian Tax Office of any changes to this Constitution.

### **43. LOCAL MANAGEMENT**

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

43.2 Without limiting **clause 43.1** the Directors may:

- (a) establish local boards or agencies for managing any of the affairs of the Company in a specified place and appoint any persons to be members of those local boards or agencies; and
- (b) delegate to any person appointed under **clause 43.2(a)** any of the powers, authorities and discretions which may be exercised by the Directors under this Constitution,

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

43.3 The Directors may at any time revoke or vary any delegation under this **clause 43**.

### **44. APPOINTMENT OF ATTORNEYS AND AGENTS**

44.1 The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the *Corporations Act 2001* appoint any person to be the attorney or agent of the Company:

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

determined by the Directors.

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

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

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

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

44.5 An attorney or agent appointed under this **clause 44** may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in it.

#### **45. SECRETARY**

45.1 If required by the *Corporations Act 2001*, there must be at least one secretary of the Company appointed by the Directors for a term and at remuneration and on conditions determined by them.

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

45.3 The Directors may, subject to the terms of the Secretary's employment contract, suspend, remove or dismiss the Secretary.

#### **46. COMMON SEAL**

46.1 If the Company has a Seal:

- (a) the Directors must provide for the safe custody of the Seal;
- (b) the Seal must not be used without the authority of the Directors or a Directors' committee authorised to use the Seal;
- (c) every document to which the Seal is affixed must be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Directors to countersign the document.

**47. DUPLICATE SEAL**

47.1 If the Company has a Seal, the Company may have one or more duplicate Seals of the Seal each of which:

- (a) must be a facsimile of the Seal with the addition on its face of the words 'Duplicate Seal';
- (b) must not be used except with the authority of the Directors.

**48. INSPECTION OF RECORDS**

48.1 Except as otherwise required by the *Corporations Act 2001*, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the financial records and other documents of the Company or any of them will be open for inspection by Members other than Directors.

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

**49. SERVICE OF NOTICES**

49.1 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.

49.2 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.

49.3 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 after its despatch.

49.4 If a Member has no Registered Address a notice will be taken to be served on that Member 24 hours after it was posted on a notice board at the Office.

49.5 A Member whose Registered Address is not in Australia may specify in writing an address in Australia to

be taken to be the Member's Registered Address within the meaning of this clause.

49.6 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.

49.7 Subject to the *Corporations Act 2001* the signature to a written notice given by the Company may be written or printed.

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

## **50. PERSONS ENTITLED TO NOTICE**

50.1 Notice of every general meeting must be given to:

- (a) every Member;
- (b) every Director and Alternate Director; and
- (c) any Auditor.

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

## **51. AUDIT AND ACCOUNTS**

51.1 The Directors must cause the Company to keep written financial records in relation to the business of the Company in accordance with the requirements of the *Corporations Act 2001*.

51.2 The Directors must cause the financial records of the Company to be audited in accordance with the requirements of the *Corporations Act 2001*.

## **52. WINDING UP AND LIABILITY**

52.1 The liability of the members is limited.

52.2 If the Company is wound up:

- (a) each Member; and
- (b) each person who has ceased to be a Member in the preceding year,

undertakes to contribute to the property of the Company for the:

- (c) payment of debts and liabilities of the Company (in relation to **clause 52(b)**), contracted before

the person ceased to be a Member) and payment of costs, charges and expenses of winding up; and

- (d) adjustment of the rights of the contributories amongst themselves,

such amount as may be required, not exceeding \$2.00.

52.3 If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to another corporation which, by its constitution, is:

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

such corporation to be determined by the Members at or before the winding up and in default, by application to the Supreme Court for determination.

### **53. INDEMNITY AND INSURANCE**

53.1 To the extent permitted by law and subject to the restrictions in sections 199A and 199B of the *Corporations Act 2001* 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 such an officer of the Company (including liabilities incurred by the officer as a director of a subsidiary of the Company where the Company requested the officer to accept appointment as director).

53.2 To the extent permitted by law and subject to the restrictions in sections 199A and 199B of the *Corporations Act 2001*, 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 such an officer of the Company (including such legal costs incurred by the officer as a director of a subsidiary of the Company where the Company requested the officer to accept appointment as director).

53.3 For the purposes of this **clause 53**, 'officer' means:

- (a) a Director;
- (b) a Secretary; and
- (c) an executive officer of the Company as defined by the *Corporations Act 2001*.

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**Signature(s)**

---

We, the undersigned, being each person specified in the application for the Company's registration as a person who consents to become a member, hereby agree to the terms of this Constitution:

.....  
Signature  
Mr Petar Johnson

.....  
Signature  
Mrs Myo Mon

.....  
Signature  
Mr Tim Edwards

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