

CORPORATIONS ACT

PUBLIC COMPANY LIMITED BY GUARANTEE

CONSTITUTION

OF

ROTARY INTERNATIONAL ZONE 8 REGIONAL COUNCIL LTD

ACN 673 493 635

**CONSTITUTION OF
ROTARY INTERNATIONAL ZONE 8 REGIONAL COUNCIL LTD
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CORPORATIONS ACT
COMPANY LIMITED BY GUARANTEE CONSTITUTION
OF
ROTARY INTERNATIONAL ZONE 8 REGIONAL COUNCIL
LIMITED
ACN 673 493 635

1 PRELIMINARY – DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Constitution:

Alternate Director means a person appointed as an alternate director under Clause 13.4;

Club means:

- (a) A Rotary club,
- (b) A Rotaract Club, or
- (c) both

whether incorporated or not, located in Rotary International Zone 8;

Company means Rotary International Zone 8 Regional Council Ltd (ACN 673 493 635);

Constitution means this document as amended from time to time;

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

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

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

Election Rules means procedural rules approved by the Directors and the Member for the conduct of elections of directors of the Company;

Indemnified Officer means:

- (a) each person who is or has been a Director, Secretary or executive officer of the Company; and
- (b) any other officer or former officer of the Company as the Directors in each case decide.

Member means the person entered in the Register, being the body named in Clause 7(a);

Office means the Company's registered office;

Portfolio Committee means a committee established to assist a director carry out duties in accordance with the purpose of the Company;

Register means the register of Members;

Registered Address means the last known address of a Member as noted in the Register;

Representative means a person appointed by the Member to act as its representative under section 250D of the Corporations Act;

Rotaract Club means a Club of young adults chartered in accordance with the constitution of RI, as amended from time to time, whose charter has not been withdrawn by RI;

Rotary Club means a club chartered in accordance with the constitution of RI, as amended from time to time, whose charter has not been withdrawn by RI;

Rotary International and **RI**: the organisation known as Rotary International being an association organised and subsisting in the United States of America under the Illinois General Not For Profit Corporations Act 1986 and its successors.

Rotary International Zone 8: a zone of the world designated as Zone 8 by the board of directors of RI under its By-laws, as amended from time to time;

Seal means the Company's common seal, duplicate seal or certificate seal (if any);

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

Special Vote means a resolution that must be approved by 75% of those attending a Directors meeting and eligible to vote: and

Sunset Notice means a notice given by RI at its absolute discretion to the Company to cease operating.

1.2 Interpretation

In this Constitution:

- (a) unless the context otherwise requires, headings are for ease of reference only and do not affect the construction of this Constitution;
- (b) unless the context otherwise requires, definitions in the Corporations Act are used with the same meaning for the purpose of this Constitution;
- (c) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (d) a reference to 'written' or 'in writing' includes electronic communications;
- (e) a reference to a document being 'signed' or to 'signature' includes that document being executed under hand or under seal or by any other method and, in the case of a communication in electronic form, includes the document being authenticated in accordance with the Corporations Act or any other method approved by the directors;
- (f) a reference to the Member present at a general meeting is a reference to the Member present in person or by proxy, attorney or Representative; and

(g) the singular includes the plural and the plural includes the singular.

1.3 Replaceable Rules

The replaceable rules set out in the Corporations Act do not apply to the Company.

2 OBJECTS

The Company's objects are to:

- (a) encourage and foster the ideal of service as a basis of worthy enterprise and, in particular, to encourage and foster:
 - First* the development of acquaintance as an opportunity for service;
 - Second* high ethical standards in business and professions; the recognition of the worthiness of all useful occupations; and the dignifying of each Rotarian's occupation as an opportunity to serve society;
 - Third* the application of the ideal of service in each Rotarian's personal, business and community life;
 - Fourth* the advancement of international understanding, goodwill, and peace through a world fellowship of business and professional persons united in the ideal of service; and
- (b) provide and support the provision of services to Clubs located in Rotary International Zone 8 in their pursuit of programs and activities that promote the object in Clause 2(a); and
- (c) encourage, promote, extend, and supervise Rotary throughout Rotary International Zone 8.

3 POWERS

Solely for carrying out the Company's objects in Clause 2, the Company may exercise all of the powers of a company limited by guarantee under the Corporations Act.

4 SUNSET NOTICE

If the Directors receive a Sunset Notice they will take all reasonable steps to cease the Company's activities and operation and wind up the Company as soon as practical, in accordance with Clause 21 and the Corporations Act.

5 NOT FOR PROFIT

5.1 Application of the Company's income and property

- (a) The Company's income and property must be applied solely towards promoting the Company's purposes in Clause 2.
- (b) No part of the income or property may be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus, or other profit distribution, to the Member or a Director in their capacity as Member or Director.
- (c) This Clause 5 does not prohibit indemnification of, or payment of premiums on contracts of insurance for, any Director to the extent permitted by law and this Constitution.

5.2 Payment of directors' fees

No directors' fees may be paid to the Directors.

5.3 Other payments to directors

All other payments to Directors must be approved by the Directors including, but not limited to:

- (a) out-of-pocket expenses incurred by a Director in performing a duty as a director of the Company; or
- (b) a service rendered to the Company by a Director in a professional or technical capacity, other than in the capacity as a director of the Company, where:
 - (1) the provision of the service has the prior approval of the Directors;
 - (2) the amount payable is not more than an amount that commercially would be reasonable payment for the service;
 - (3) the actual service was subject to a tender process and the successful tenderer was the Director or their related entity; and
 - (4) the payment and reason for such payment is disclosed in the annual financial statements.

6 AMENDING THE CONSTITUTION

- (a) Subject to clause 6(b), the Member may amend this Constitution by passing a special resolution.
- (b) The Member must not pass a special resolution that amends this Constitution if passing it causes the Company to no longer be a not-for-profit company.
- (c) The Directors may propose to the Member amendments to this Constitution provided that the proposed amendments were determined by a Special Vote of a Directors meeting convened in accordance with Clause 13.

7 MEMBERSHIP

- (a) The sole member at the date of adoption of this Constitution is Rotary International.
- (b) The Member ceases to be a member if it:
 - (1) resigns, by giving notice to the Company;
 - (2) becomes insolvent or makes any arrangement or composition with its creditors; or
 - (3) is wound up, deregistered or dissolved.
- (c) If the Member that notifies the Company that it resigns, the Member may appoint another entity (with the consent of that entity), to be the sole member of the Company. The resignation and appointment take effect on the date of the notice. The notice must provide contact details of the new member. If the Member ceases to be a member without appointing a replacement, the Directors must appoint an entity to be the sole member, as soon as practicable.

8 LIABILITY AND GUARANTEE OF MEMBER

- (a) The liability of the Member is limited to the amount of the guarantee given in Clause 8(b).
- (b) The Member must contribute an amount not more than \$10 to the property of the Company if it is wound up while the person is a Member or within one year after the entity ceases to be a Member, for:
 - (1) payment of the Company's debts and liabilities contracted before the time the entity ceased to be a Member; and
 - (2) expenses of winding up.

9 ACCOUNTABILITY TO THE MEMBER

- (a) The Company must be accountable to the Member within the terms of the law, including, as applicable, the Corporations Act and this Constitution.
- (b) The Member may raise any concerns about the governance, activities and finances of the Company at any time.
- (c) The Directors in consultation with the Member may decide the manner in which the Company will be accountable to the Member and the manner in which they will provide an adequate opportunity for the Member to raise any concerns about the governance, activities and finances of the Company.

10 GENERAL MEETINGS

- (a) The Company may pass a resolution by the Member recording it and signing the record.
- (b) The Directors may convene a general meeting at such time and place as the Directors think fit.
- (c) At least 21 days' notice of every general meeting must be given in any manner authorised by Clause 19 to the Member; the Directors; and the auditor of the Company, if applicable.
- (d) A notice of a general meeting must:
 - (1) specify the date, time and place of the meeting;
 - (2) state the general nature of the business to be transacted at the meeting and if a special resolution is proposed, state the full terms of the special resolution; and
 - (3) specify any details of voting such as proxies, voting by notice or other methods, if any, as decided by the directors.
- (e) The Member or a Director may waive their notice of a general meeting or consent to shorter notice by giving notice to the Company.
- (f) A quorum consists of the sole Member.
- (g) If the Member or a Director takes part in a meeting by telephone or digital means they are taken to be present in person at the meeting.

- (h) The Member may appoint by notice to the Company a Representative to attend meetings and vote on behalf of the Member.

11 APPOINTMENT AND REMOVAL OF DIRECTORS

11.1 Number of Directors

- (a) The Company being a public company there will be:
 - (1) at least three Directors; and
 - (2) no more than 11 Directors; and
 - (3) at least two Directors must ordinarily reside in Australia.
- (b) Directors on appointment must be financial members of a Rotary or Rotaract Club in Rotary International Zone 8.
- (c) A body corporate cannot be appointed as a Director.

11.2 Additional and casual Directors

Subject to Clause 11.1, the Directors may appoint any natural person who is a member of a Rotary or Rotaract Club as a Director to fill a casual vacancy or as an addition to the existing Directors, but the total number of Directors must not at any time exceed the maximum number allowed under this Constitution.

11.3 Initial directors

The first Directors are those named as directors in the application for registration of the Company, with the associated category of their candidature as prescribed by the Member from time to time.

11.4 Period of office

Subject to the terms of any agreement entered into between the Company and the relevant Director, a Director will continue to hold office until his or her office is vacated under Clause 11.5.

11.5 When a Director stops being a Director

A Director stops being a Director, and immediately vacates the office as Director, if the Director:

- (a) is prohibited by the Corporations Act from continuing as a Director;
- (b) becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the law relating to mental health;
- (c) resigns by notice in writing to the Company;
- (d) dies;
- (e) has completed his or her term of office, including as prescribed in any Election Rules under Clause 11.6;

- (f) is removed from office by notice of the Member to the Company, provided that the number of Directors does not fall below 3;
- (g) is an Alternate Director and the Director for whom the Alternate Director was appointed resigns or is removed or otherwise ceases to be a Director;
- (h) ceases to be a financial member of a Rotary or Rotaract Club.

11.6 Election of Directors

Subject to the Corporations Act and with the agreement of the Member, Election Rules may prescribe:

- (a) the times, places, methods and manner of holding the election of Directors;
- (b) composition requirements for the Directors including applicable officeholding positions, conditions of candidature, qualifications and eligibility for nominees, nominators and voters, and applicable terms of office; and
- (c) any other terms regarding the election, appointment and removal of elected Directors.

11.7 The Member appoints the Directors

Persons elected in accordance with Clause 11.6 become Directors when approved and appointed by the Member.

11.8 No payment to former Directors

No payment will be made to a former Director for services rendered in that capacity.

12 POWERS AND DUTIES OF DIRECTORS

12.1 Directors to manage Company

- (a) The management and control of the undertaking and affairs of the Company are vested in the Directors, who (in addition to the powers and authorities conferred on them by this Constitution) may exercise all powers of the Company except any powers which, by this Constitution or by law, are required to be exercised or done by the Company in general meeting.
- (b) Without limiting the generality of Clause 12.1(a), the Directors may exercise all the powers of the Company to:
 - (1) borrow money;
 - (2) charge any property or business of the Company or all or any of its uncalled capital; and
 - (3) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.
- (c) Subject to Clause 14, the Directors may appoint any person or persons to be an officer, agent or attorney of the Company for the purposes, with the powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for the period and subject to the conditions they think fit.

- (d) Any power of attorney may contain those provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.
- (e) Every Director and other agent or officer of the Company must:
 - (1) keep confidential all aspects of all transactions of the Company, except:
 - (i) to the extent necessary to enable the person to perform his or her duties to the Company;
 - (ii) as required by law;
 - (iii) when requested to disclose information by the Directors, to the auditors of the Company or a general meeting of the Company;
 - (2) if requested by the Directors, sign and make a declaration that he or she will not disclose or publish any aspect of any transaction of the Company.
- (f) The Directors must decide on the responsible financial management of the Company including:
 - (1) any suitable written delegations of power under Clause 12.1(g); and
 - (2) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
- (g) The Directors may, by a Special Vote of a Directors' meeting convened in accordance with Clause 13 delegate any of their powers to any persons they select for any period, to be exercised for any objects and purposes on any terms and subject to any conditions and restrictions as they think fit, and may revoke, withdraw, alter or vary the delegation of any of those powers.

13 PROCEEDINGS OF DIRECTORS

13.1 Directors' meetings

- (a) A Director may at any time, and any Secretary must on the requisition of a Director, convene a Directors meeting.
- (b) Subject to the Corporations Act a Directors meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
- (c) The Directors need not all be physically present in the same place for a Directors meeting to be held.
- (d) A Director who participates in a meeting held in accordance with this Clause 13.1 is taken to be present and entitled to vote at the meeting.
- (e) Clause 13.1 applies to meetings of Portfolio Committees as if all Portfolio Committee members were Directors.
- (f) The Directors may meet together, adjourn and regulate their meetings as they think fit.

- (g) At a meeting of the Directors, a quorum is a majority of Directors.

13.2 Decision of questions

- (a) 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.
- (b) The chairperson of a meeting does not have a casting vote in addition to his or her deliberative vote if there is an equality of votes.
- (c) An Alternate Director has one vote for each Director for whom he or she is an alternate.
- (d) If the Alternate Director is a Director, he or she also has a vote as a Director.

13.3 Directors' interests

- (a) A Director must disclose a perceived or actual material conflict of interest to the other Directors.
- (b) Unless the Directors decide otherwise and where permitted by law, a Director who has a material personal interest in a matter that is being considered by the Directors must not:
 - (1) be present while the matter is being considered; or
 - (2) vote on the matter.
- (c) The Directors may make a policy or rules relating to disclosure of interests and subsequent requirements of the Directors. Any policy or rules will bind all Directors. An act, transaction, agreement, instrument, resolution or other thing with a third party is not invalid or voidable only because a Director fails to comply with the policy or rules.
- (d) A Director is not disqualified from contracting or entering into an arrangement with the Company as vendor, purchaser or in another capacity, merely because the Director holds office as a director or because of the fiduciary obligations arising from that office.
- (e) A contract or arrangement entered into by or on behalf of the Company in which a Director is in any way interested is not invalid or voidable merely because the Director holds office as a director or because of the fiduciary obligations arising from that office.
- (f) A Director who has an interest in an arrangement involving the Company is not liable to account to the Company for any profit realised under the arrangement merely because the Director holds office as a director or because of the fiduciary obligations arising from that office, provided that the Director complies with applicable disclosure requirements under this Constitution, any policy or rules of the Company and the law.

13.4 Alternate Directors

- (a) A Director may with the prior written approval of the Member appoint any person who is a financial member of a Rotary or Rotaract Club as his or her alternate for a period determined by that Director.

- (b) 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.
- (c) An Alternate Director is an officer of the Company and is not an agent of the appointor.
- (d) The provisions of this Constitution which apply to Directors also apply to Alternate Directors.
- (e) The appointment of an Alternate Director may be revoked at any time by the appointor.
- (f) An Alternate Director's appointment ends automatically when his or her appointor ceases to be a Director.
- (g) Any appointment or revocation under this Clause 13.4 must be effected by written notice delivered to the Secretary.

13.5 Remaining Directors

- (a) The Directors may act even if there are vacancies on the board.
- (b) If the number of Directors is not sufficient to constitute a quorum at a Directors meeting, the Directors may act only to:
 - (1) appoint additional directors; or
 - (2) convene a general meeting where the Member may appoint additional directors,

and until that has happened may only act to the extent that there is an emergency requiring them to act.

13.6 Chairperson

There shall be a chairperson and a chairperson-elect of Directors

- (a) The chairperson must preside as chair at each meeting if present within 10 minutes after the time appointed for the meeting and willing to act.
- (b) If no chairperson is subsequently elected or if the chairperson is not present at any Directors meeting within 10 minutes after the time appointed for the meeting to begin, the Directors present must elect another Director to be chairperson of the meeting.

13.7 Portfolio Committees

- (a) Portfolio Committees may be established to assist the Directors in pursuing the Objects in Clause 2:
- (b) The Directors may delegate any of their powers to a Portfolio Committee or committees.
- (c) A Portfolio Committee must include at least one Director.

- (d) The Directors may at any time revoke any delegation of power to a Portfolio Committee.
- (e) A Portfolio Committee must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- (f) A Portfolio Committee may be authorised to sub-delegate all or any of the powers for the time being vested in it to sub-committees of that Portfolio.
- (g) Meetings of any Portfolio Committee will be governed by the provisions of this Constitution which deal with Directors meetings so far as they are applicable and are not inconsistent with any directions of the Directors.

13.8 Circulating resolutions

- (a) If all the Directors who are eligible to vote on a resolution have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms is taken to have been passed at a Directors meeting held on the day on which the document was last signed by a Director.
- (b) For the purposes of Clause 13.8(a), two or more identical documents, each of which is signed by one or more Directors, together constitute one document signed by those Directors on the days on which they signed the separate documents.
- (c) Any document referred to in this Clause 13.8 may be in the form of electronic notification.
- (d) This Clause applies to meetings of Portfolio Committees as if all members of the committee were Directors.

13.9 Form of consent

A Director may consent to a resolution by:

- (a) signing the document containing the resolution (or a copy of that document); or
- (b) giving to the Company a written notice (in hard copy or electronically) addressed to the Chairperson or any Secretary signifying assent to the resolution.

13.10 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 Portfolio Committee; or
- (b) a person appointed to one of those positions was disqualified

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

13.11 Minutes and registers

- (a) The Directors must cause minutes to be made of:

- (1) the names of persons present at all general meetings, Directors meetings and meetings of Portfolio Committees;
 - (2) all proceedings of general meetings, Directors meetings and meetings of Portfolio Committees;
 - (3) all orders made by the Directors and Portfolio Committees; and
 - (4) all disclosures of interest made under Clause 13.3.
- (b) Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body and, if so signed, will as between the Directors be conclusive evidence of the matters stated in such minutes.

14 DIRECTORS NOT TO BE EMPLOYEES OF THE COMPANY

The Directors may not appoint a Director to the office of Managing Director, Executive Director or any other office or employment under the Company.

15 SECRETARY

- (a) 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.
- (b) The Secretary is entitled to attend and be heard on any matter at all Directors and general meetings.
- (c) The Directors may, subject to the terms of the Secretary's employment contract, suspend, remove or dismiss the Secretary.

16 EXECUTION OF DOCUMENTS

16.1 Common seal

Without limiting the ways in which the Company can execute documents in accordance with the Corporations Act, 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 Portfolio Committee authorised to use the Seal; and
- (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.

16.2 Seals - Official seal

- (a) The Company may have one or more official seals for use outside the State or Territory where the Seal is kept.
- (b) An official seal must not be used except with the authority of the Directors.

17 PROVISION OF INFORMATION

17.1 Provision of Information - Access to Information

- (a) The Member and a person who is a Director has the right to inspect any of the Directors' board papers, books, records or documents of the Company in accordance with the Corporations Act.
- (b) A person who is not the Member or a Director does not have the right to inspect any of the Directors' board papers, books, records or documents of the Company, except as provided by law or this Constitution, or as authorised by the Directors or by a resolution of the Member.
- (c) The Company may enter into contracts with its Directors or former Directors agreeing to provide continuing access for a specified period after they cease to be a Director to Directors board papers, books, records and documents of the Company which relate to the period during which the Director or former Director was a director on such terms and conditions as the Directors think fit.
- (d) This Clause 17.1 does not limit any right the Directors or former Directors otherwise have.

18 DIVIDENDS AND RESERVES

18.1 No dividend

The Company must not pay a dividend.

18.2 Reserves

- (a) The Directors may set aside out of profits an amount by way of reserves as they think appropriate.
- (b) The Directors may apply the reserves for any purpose for which profits may be properly applied.
- (c) Pending any such application, the Directors may invest or use the reserves in the business of the Company or in other investments as they think fit.
- (d) The Directors may carry forward any undistributed profits without transferring them to a reserve.

19 NOTICES

19.1 Service of notices

- (a) Notice may be given by the Company to any person who is entitled to notice under this Constitution by:
 - (1) serving it on the person;
 - (2) sending it by post or electronic notification (including providing a URL link to any document or attachment) 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; or

- (3) if the notice is to a Member and the Member has no registered office, posting it on a notice board at the registered Office of the Company.
- (b) A notice sent by post is taken to be served:
 - (1) by properly addressing, prepaying and posting a letter containing the notice; and
 - (2) seven days after the day on which it was posted.
- (c) A notice posted on a notice board is taken to be served 24 hours after it is posted on the board.
- (d) A notice sent by electronic means is taken to be served at the time it is sent.
- (e) A Member whose Registered Address is not in Australia may specify in writing an address in Australia as the Member's Registered Address within the meaning of this Clause 19.
- (f) 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.
- (g) Subject to the Corporations Act the signature to a written notice given by the Company may be written or printed including use of electronic signatures.

19.2 Persons entitled to notice

- (a) Notice of every general meeting must be given to:
 - (1) the Member;
 - (2) every Director and Alternate Director; and
 - (3) the auditor.
- (b) No other person is entitled to receive notice of a general meeting.

20 ACCOUNTS

20.1 Company to keep accounts

- (a) The Directors must cause the Company to keep accounts of the business of the Company in accordance with the requirements of the Corporations Act.
- (b) The accounts of the Company must be audited annually by the auditor.

21 WINDING UP

- (a) If, on the winding up or dissolution of the Company, any property remains after satisfaction of all its debts and liabilities this property must be transferred to an entity or entities which operates or operate respectively on a not for profit basis.
- (b) The entity referred to in Clause 21(a) must be decided by the Directors, or if the Directors do not wish to decide or do not decide, it must be decided by the Member by ordinary resolution at or before the time of winding up of the company.

22 PAYMENTS BY THE COMPANY - INDEMNITY AND INSURANCE

22.1 Persons to whom the indemnity and insurance apply

The indemnity and insurance referred to in this Clause 22 applies to Indemnified Officers.

22.2 Indemnity

- (a) The Company must indemnify, on a full indemnity basis and to the full extent permitted by law, each Indemnified Officer against all losses or liabilities (including costs and expenses) incurred by the person as an officer of the Company.
- (b) This indemnity:
 - (1) is a continuing obligation and is enforceable by an Indemnified Officer even though that person has ceased to be an officer of the Company; and
 - (2) is enforceable without that person having first to incur any expense or make any payment.

22.3 Insurance

The Company may, to the extent permitted by law:

- (a) purchase and maintain insurance; or
- (b) pay or agree to pay a premium for insurance,

for any Indemnified Officer against any liability incurred by the person as an officer of the Company where the Directors consider it appropriate to do so.

22.4 Savings

Nothing in this Clause 22:

- (a) affects any other right or remedy that an Indemnified Officer may have in respect of any loss or liability referred to in this Clause 22; or
- (b) limits the capacity of the Company to indemnify or provide or pay for insurance for any person to whom this Clause 22 does not apply.

23 CUMULATIVE ENTITLEMENTS

- (a) The remedies and other entitlements given by the Constitution are cumulative, not alternative.
- (b) Moreover, no remedy or entitlement is exclusive of other remedies or entitlements that the Constitution gives.