



Constitution of Guide Dogs for the Blind Association of Queensland

ACN 009 739 664

As at 14 December 2016

TABLE OF CONTENTS

	Page
1. PRELIMINARY	3
2. OBJECTS OF COMPANY	5
3. INCOME AND PROPERTY OF COMPANY	5
4. MEMBERS	6
5. POWERS OF ATTORNEY	8
6. GENERAL MEETINGS	8
7. PROCEEDINGS AT GENERAL MEETINGS	9
8. VOTES OF MEMBERS	11
9. DIRECTORS	14
10. POWERS AND DUTIES OF THE BOARD	15
11. DISQUALIFICATION OF DIRECTORS	17
12. REMUNERATION OF DIRECTORS	18
13. PROCEEDINGS OF THE BOARD	18
14. PATRON	20
15. DELEGATION OF POWERS	21
16. APPOINTMENT OF ATTORNEYS AND AGENTS	21
17. AUXILIARY BODIES	22
18. THE SEAL	22
19. ACCOUNTS	22
20. WINDING UP	23
21. INDEMNITY	24

Corporations Act

A Company limited by Guarantee

Constitution of Guide Dogs for the Blind Association of Queensland

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1. PRELIMINARY

1.1. In this Constitution, unless the context otherwise requires:

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

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

"**Board**" means the board of Directors of the Company.

"**Business Day**" means Monday, Tuesday, Wednesday, Thursday or Friday other than a day gazetted to be a holiday in Brisbane.

"**Company**" means the Company registered as Guide Dogs for the Blind Association of Queensland.

"**Constitution**" means this constitution as varied and amended from time to time.

"**Directors**" means the director or directors of the Company duly appointed from time to time.

"**Financial Member**" means a Member not indebted to the Company in respect of any annual subscription, levy or other payment.

"**General Meetings**" include Annual General Meetings and Extraordinary General Meetings.

"**Member**" means a member under Clause 4.

"**month**" means calendar month.

"**President**" means any person appointed as President pursuant to clause 9.14.

"**Register**" means the register of Members.

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

1.2. Unless expressed to the contrary:

- (a) the singular includes the plural and vice-versa;
- (b) if a word or phrase is defined, other parts of speech in grammatical forms of that word or phrase have corresponding definitions;
- (c) the word "person" includes a firm, unincorporated association, corporation and a government or statutory body or authority;
- (d) a consent or notice is to be in writing;
- (e) the word "including" when introducing a list of items does not limit the meaning of the word to which the lists relates to those items or to items of a similar kind;
- (f) any gender includes the other genders;
- (g) a reference to the person includes legal personal representatives, successors and permitted assigns;
- (h) a reference to a statute, regulation, ordinance or code ("**Statutory Provision**") includes a reference to:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision;
- (i) a reference to a right includes a benefit, remedy, discretion, authority or power;
- (j) a reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (k) the word "writing" includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile and email transmissions;
- (l) a reference to anything includes part of that thing;
- (m) the word "day" means calendar day and the word "month" means calendar month;

- (n) if any period of time expires on a Saturday, Sunday or gazetted holiday for the City of Brisbane, then the period will be taken to expire on the next Business Day; and
- (o) the word "year" means a calendar year of 365 or 366 days as the case may be.

2. OBJECTS OF COMPANY

The objects of the Company are:

- 2.1. to supply trained guide dogs to blind and vision impaired people;
- 2.2. to supply services other than trained guide dogs to assist in the orientation and mobility of blind and vision impaired people;
- 2.3. to supply services and train animals for use by physically, intellectually, mentally, socially and emotionally impaired and disadvantaged people or groups of people;
- 2.4. when appropriate in the opinion of the Board to obtain and maintain international accreditation for the Company, and/or the services provided;
- 2.5. to encourage, promote and obtain the acceptance by the community at large of trained guide dogs and other orientation and mobility aids and to obtain all necessary and desirable public or private facilities and amenities for trained guide dogs and orientation and mobility services;
- 2.6. to co-operate wherever practicable with other associations in other States of Australia or internationally having objects similar to the objects of the Company;
- 2.7. to co-operate with other bodies or institutions either public, private, incorporated or unincorporated and with individual members of the community in any enterprise calculated to assist blind, vision impaired, physically, intellectually, mentally, socially or emotionally impaired or disadvantaged persons or groups of persons in any way; and
- 2.8. to promote or advance the welfare, education or employment of blind, vision impaired, physically, intellectually, mentally, socially or emotionally impaired or disadvantaged persons or groups of persons.

3. INCOME AND PROPERTY OF 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 0.

- 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;
 - (b) for out of pocket expenses incurred in the performance of any duty as a Director; or
 - (c) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent.

4. MEMBERS

- 4.1. The number of Members is unlimited.
- 4.2. The Members will be the persons admitted to membership by the Board.
- 4.3. Applications for membership of the Company must be made in writing and be signed by the applicant. An applicant for membership must provide in writing the information as the Board may require. By making the application, each applicant agrees to be bound by the Constitution of the Company, its by-laws and regulations. All applicants must be of good fame and character.
- 4.4. The Board has full discretion to admit or reject any person to membership.
- 4.5. The subscription amount (if any) applying to each class of membership and any annual renewal amount which may apply to a class of membership will be the amount as may be determined by the Board in its discretion from time to time.
- 4.6. As soon as practicable, following acceptance of an application for membership, the Company will send the applicant written notice of the acceptance. An applicant for membership becomes a Member upon acceptance.
- 4.7. The rights and privileges of every Member are personal to each Member and are not transferable by the Member's own act or by operation of law.
- 4.8. The Board may categorise existing Members as being anyone of the following categories, that is, annual member, life member, corporate member, honorary corporate member, honorary life member, concessional member. The rights and obligations attaching to each class of membership will be as is defined by the Board from time to time. The rights and obligations of each class of membership apply equally to each Member of that class. All succeeding Members will be assigned to one of the categories enumerated in this clause.

- 4.9. Each Member must, on becoming a Member, advise the Company of an address at which notices may be served upon him or her and advise the Company of any changes in that address. That address is the registered address of each Member.
- 4.10. The Company must keep at the registered office a Register of Members which must specify each Member's name and registered address.
- 4.11. The Company must enter the name of each Member in the Register of Members.
- 4.12. A Member ceases to be a Member upon:
- (a) his or her death;
 - (b) his or her resignation in writing to the Company;
 - (c) his or her expulsion;
 - (d) his or her repudiation, by action or by written notification to the Company, of the undertaking in clause 20.1;
 - (e) if a liquidator is appointed in connection with the winding-up of the Member;
 - (f) if an order is made by a Court for the winding-up or deregistration of the Member;
or
 - (g) should the Board so resolve, for Members to which an annual subscription applies, upon expiry of the period covered by a Member's annual subscription, where that subscription is not renewed within 90 days of the due date for payment.
- 4.13. Any Member who fails in the observance of any of this Constitution may be excluded from the Company.
- 4.14. A Member may at any time resign his membership by giving notice in writing to the Company.
- 4.15. No right or privilege of any Member is in any way transferable or transmissible to any person and all the rights and privileges of a Member cease upon death, retirement or otherwise.
- 4.16. No Member who ceases to be a Member for any reason will have any claim (whether monetary or otherwise) upon the Company.
- 4.17. Any Member ceasing to be a Member will remain liable for and will pay to the Company any moneys which were due to the Company at the date of ceasing to be a Member.
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5. POWERS OF ATTORNEY

- 5.1. If a Member executes or proposes to execute any document or does 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 noting.
- 5.2. 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.
- 5.3. The Company may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.

6. GENERAL MEETINGS

- 6.1. A General Meeting called an Annual General Meeting must be held once in every calendar year in accordance with the Act. All other General Meetings will be Extraordinary General Meetings.
- 6.2. General Meetings may be called by the Board whenever it thinks fit.
- 6.3. A Member may:
 - (a) only request the Directors to call a General Meeting in accordance with the Act; and
 - (b) not request or call and arrange to hold a General Meeting except in accordance with the Act and this Constitution.
- 6.4. The Board must, upon being given a requisition in writing signed by not less than ten (10) Financial Members clearly stating the purpose for which the General Meeting is desired and any resolution to be proposed at the meeting, convene a General Meeting of Members.
- 6.5. Each notice calling a General Meeting must specify:
 - (a) the place, day and hour of the meeting;
 - (b) in the case of special business, the general nature of that business; and
 - (c) may specify a place, facsimile number and electronic address for the purposes of proxy appointment.
- 6.6. Each notice calling a General Meeting may be served by:
 - (a) serving it on a Member personally; or

- (b) sending it by post to the Member's registered address; or
- (c) sending it by facsimile to the Member; or
- (d) sending it via electronic mail to the Member's email address; or
- (e) another manner, if any, as may be prescribed by the Company in General Meeting.

- 6.7. Each notice calling a General Meeting must be taken to be effected by properly addressing, prepaying and posting a letter containing the notice or by issuing the notice in another manner as may be prescribed by the Board from time to time. A letter will be taken to have been served on the day following the day after the date of its posting.
- 6.8. The accidental omission to give a notice of a meeting to, or the non receipt of a notice of a meeting by, any Member will not invalidate the proceedings at any meeting.

7. PROCEEDINGS AT GENERAL MEETINGS

- 7.1. All business conducted at an Extraordinary General Meeting will be special.
- 7.2. All business conducted at the Annual General Meeting will be ordinary with the exception of:
- (a) the consideration of the accounts, balance sheets and the reports of the Board and auditors prescribed by the Act; and
 - (b) the declaration of the postal vote for the election of Members of the Board.
- 7.3. No Member may at any General Meeting move a resolution relating to special business not previously approved by the Board unless that Member has given not less than fourteen (14) days' notice in writing to the Board of his or her intention to move that resolution at the meeting together with a copy of the proposed resolution.
- 7.4. A quorum for a General Meeting is ten (10) Members present in person or by proxy but the Board or the Company in General Meeting may from time to time prescribe a greater number as the necessary quorum.
- 7.5. If a quorum is not present within thirty (30) minutes from the time appointed to commence the meeting the meeting must be dissolved if it has been convened upon the requisition of Members. In any other case, it must stand adjourned to the same day in the next week at the same time and place or to another time and place as the Board may by notice to the Members appoint. If a quorum is not present at the adjourned meeting

within fifteen (15) minutes from the time appointed for the meeting the Members present will be a quorum.

- 7.6. If there is a President, the President must preside as chairperson at every General Meeting of the Company. If there is no President, then the chairperson of the Board will preside as chairperson at the General Meeting.
- 7.7. If the President (or Chairperson of the Board as the case may be), is not present within fifteen (15) minutes after the time appointed for the meeting to commence, or if the President (or Chairperson of the Board as the case may be) is not willing to act as chairperson, the Members present must choose someone of their number as chairperson for the meeting.
- 7.8. The chairperson may with the consent of any meeting at which a quorum is present (and must if so directed at the meeting), adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 7.9. Where a meeting is adjourned for fourteen (14) days or more notice of the adjourned meeting must be given as in the case of the original meeting.
- 7.10. Except as provided by Clause 7.9 it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 7.11. An adjourned general meeting may take place at a different venue to the initial general meeting.
- 7.12. Subject to the Act in relation to special resolutions, a resolution is carried at a General Meeting if a majority of the votes cast on the resolution are in favour of the resolution.
- 7.13. Resolutions put to the vote at any General Meeting must be decided on a show of hands unless a poll is demanded before or on the declaration of the result of the show of hands:
 - (a) by the chairperson; or
 - (b) by at least three (3) Members present personally or by proxy.

Unless a poll is so demanded, the declaration by the Chairperson of the result of a vote is conclusive. An entry to that effect in the book of proceedings of the Company will be conclusive evidence of that fact without proof of the number or proportion of the votes reported in favour of or against the resolution.

- 7.14. If a poll is duly demanded it must be taken in the manner and at the time as the chairperson directs unless the demand is withdrawn by the Member or Members by whom it was demanded.
- 7.15. A poll demanded on the election of a chairperson or a question of adjournment must be taken immediately.
- 7.16. The demand for a poll may be withdrawn.
- 7.17. A decision of a General Meeting may not be impeached or invalidated on the ground that a person voting at the General Meeting was not entitled to do so.
- 7.18. If there is a dispute at a General Meeting about a question of procedure, the chairperson of the General Meeting may determine the question.
- 7.19. Only Financial Members are entitled to speak or vote upon a motion.
- 7.20. The chairperson is entitled to a second or casting vote.

8. VOTES OF MEMBERS

- 8.1. A Member may attend and vote at a General Meeting either personally or by proxy.
- 8.2. On a show of hands, every Member present in person, or by proxy or attorney, has one vote provided that those Members who are employees of the Company may not vote with respect to the election of Directors.
- 8.3. On a poll, every Member present in person or by proxy or attorney has one vote provided that those Members who are employees of the Company may not vote with respect to the election of Directors.
- 8.4. An instrument appointing a proxy:
 - (a) must be in writing signed by the Appointer or his or her attorney or if the Appointer is a corporation under the common seal of the corporation or the hand of an officer or attorney so authorised;
 - (b) must be deposited at the registered office of the Company not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting;
 - (c) confers authority to demand or join in demanding a poll; and
 - (d) contains the information required by the Act.

- 8.5. An instrument appointing a proxy may be in the following form or any other form approved of by the Board.

[name of company]

I, _____ of _____ in the State of _____
being a member of the **[Name of company]** hereby appoint
_____ as my Proxy to vote for me on my behalf at the (Ordinary or
Extraordinary as the case may be) General Meeting of the Company to be held on
the _____ day of _____ 20____ "

- 8.6. A proxy need not be a Member and may be an individual or a body corporate.
- 8.7. A proxy may demand or join in demanding a poll.
- 8.8. A proxy may vote or abstain as he or she chooses except where the appointment of the proxy directs the way the proxy is to vote on a particular resolution. If a proxy votes at all, the proxy will be deemed to have voted all directed proxies in the manner directed.
- 8.9. An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered. The decision of the chairperson to an objection will be final. A vote not disallowed pursuant to an objection is valid for all purposes.
- 8.10. For the purposes of Clause 8.4, an appointment received at an electronic address will be taken to be signed by the Member if:
- (a) a personal identification code allocated by the Company to the Member has been included with the appointment; or
 - (b) the appointment has been verified in another manner approved by the Directors.
- 8.11. A proxy's appointment is valid at an adjourned General Meeting.
- 8.12. A proxy or attorney may be appointed for all General Meetings or for any number of General Meetings or for a particular purpose.
- 8.13. 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 General 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 General Meeting whether or not the motion is referred to in the appointment.
- 8.14. 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 Company Secretary. Unless the Company has received written notice of the matter before the start or resumption of the general meeting at which a proxy votes, a vote cast by the proxy will be valid even if, before the proxy votes:
- (a) the appointing Member dies; or
 - (b) the Member is mentally incapacitated; or
 - (c) the Member revokes the proxy's appointment; or
 - (d) the Member revokes the authority under which the proxy was appointed by a third party.
- 8.15. Voting on any question before the Company may at any time be conducted by post subject to the conditions as the Board may see fit to impose.
- 8.16. Subject to the provisions of the Act, a resolution in writing signed by or on behalf of all or the necessary majority of Members entitled to vote at any General Meeting will be as valid and effective as if it had been passed at a General Meeting duly called and constituted provided that due notice of the resolution has been given to all Members for the time being entitled to receive notice.
- 8.17. The Board may from time to time invite any person or any representatives of any association, organisation, university, department of Government (Federal, State or Municipal) or any group to attend any General Meeting of the Company with the right to participate in discussions and to serve on the Board in an advisory capacity but without the right to vote.

9. DIRECTORS

- 9.1. The number of Directors must be comprised of not less than five (5) nor more than nine (9) Members each of whom must be:
- (a) a natural person ordinarily resident in Australia; and
 - (b) a Member of the Company.
- 9.2. A Director may not hold office for a period in excess of three (3) years without having submitted him/herself for re-election.
- 9.3. One-third (1/3) of the board members must retire at each Annual General Meeting. If they otherwise comply with the requirements for board members as prescribed by or under this constitution, they may offer themselves for re-election.
- 9.4. If at any time there is disagreement about which board members should retire, the chairperson of the Board will settle the disagreement and his or her decision will be final and binding.
- 9.5. The chairperson of the Board may from time to time determine the qualifications and/or attributes of persons eligible to nominate for election to the Board.
- 9.6. Nominations for the election of Directors at each Annual General Meeting must:
- (a) be in writing signed by the nominator and a seconder;
 - (b) bear the nominee's written statement to accept office if elected;
 - (c) be lodged with the Company at least thirty-five (35) days prior to the Annual General Meeting with respect to which the election is to take place.
- 9.7. If the number of candidates nominated for election does not exceed the number required to be elected, the candidates nominated:
- (a) must be taken to be duly elected; and
 - (b) must as soon as practicable fill the vacancies on the Board.
- 9.8. If the number of candidates nominated exceeds the number to be elected, a ballot for the election must be taken. The ballot must be conducted by post. Post includes email with respect to those Members who have provided an email address. Ballot papers must be forwarded to Members eligible to vote, no less than twenty-eight (28) days prior to the

date of the relevant Annual General Meeting, to be returned no less than seven (7) days prior to the date of the relevant Annual General Meeting.

- 9.9. The Board may prescribe the procedures for the conduct of a ballot for the election of Directors.
- 9.10. A retiring Director remains in office until the end of the relevant meeting and will be eligible for re-appointment at the meeting.
- 9.11. Any casual vacancy occurring among the Directors may be filled by the Board but any person so chosen to fill a vacancy will hold office only so long as the vacating Director would have retained his or her office if no vacancy had occurred.
- 9.12. If any Director is absent for three (3) consecutive meetings without acceptable reason or leave of absence, the remaining Directors may resolve that that Director's seat on the Board is vacant.
- 9.13. The Company may by ordinary resolution at any Extraordinary General Meeting remove any Director. The resulting vacancy must be treated as a casual vacancy.
- 9.14. At its first meeting after the Annual General Meeting in each year, the Board must elect a chairperson from its members and may also elect from its members:
 - (a) a President;
 - (b) other officers as it may from time to time determine.

The members so elected will retain their seats and votes on the Board.

10. POWERS AND DUTIES OF THE BOARD

- 10.1. The business of the Company must be managed by the Board who must also have the custody and control of its property.
- 10.2. The Board may exercise all powers of the Company which are not by the Act or by this Constitution required to be exercised by the Company in general meeting.
- 10.3. Without derogating from the general powers conferred upon the Board, the Board has power from time to time:
 - (a) to appoint from among its members or Members of the Company a Board Committee for any purpose whatsoever with the powers the Board may delegate to that Committee on the terms and conditions as the Board specifies;

- (b) to make by-laws, rules and regulations as in the opinion of the Board are necessary for the proper control, administration and internal management of the Company's affairs, interests, effects and property including with regard to:
 - (i) the admission of Members;
 - (ii) proceedings at General Meetings;
 - (iii) the election and appointment of Board members;
 - (iv) proceedings of the Board; and
 - (v) the general conduct of the affairs of the Company;
- (c) to amend or rescind from time to time any by-laws, rules and regulations;
- (d) to enforce the Constitution, by-laws, rules and regulations in the manner as the Board believes fit;
- (e) to appoint any delegate or delegates to represent the Company at meetings of similar bodies for any purpose and with the powers as may be thought fit;
- (f) to engage, control and dismiss the Company's employees, officials and other persons on the terms and conditions as it deems fit;
- (g) from time to time to appoint, remove from office and arrange the duties of the President and any other officers elected under clause 9.14;
- (h) to determine who is entitled to sign or endorse on the Company's behalf contracts, receipts, acceptances, cheques, bills of exchange, promissory notes and other documents and instruments;
- (i) to control the financial administration and expenditure of the Company and raising of funds on the Company's behalf;
- (j) to adopt the means it believes sufficient to bring to the notice of Members and employees of the Company all rules, regulations, by-laws, alterations and repeals and all rules, by-laws or regulations so long as they are in force will be binding upon all Members and employees;
- (k) to regulate the procedure at all meetings of the Company or the Board;

- (l) to do any matter or thing for the purpose of complying with the Act, the Collections Act 1966 and of regulations made under that act or of any other relevant Commonwealth or State legislation;
- (m) to pay the reasonable out of pocket expenses incurred by any member of the Board or of the Company in attending to the affairs of the Board or of the Company; and
- (n) to invite any person, or any representatives of any association, organisation or university, Department of Government (Federal, State or Local Authority) or any other body to attend any meeting of the Board with the right to participate in discussions and to serve on Board Committees in an advisory capacity but without the right to vote.

10.4. The Board must cause minutes to be duly entered in the books provided for the purpose:

- (a) of all appointments of officers;
- (b) of the names of the persons present at each meeting of the Company or the Board and of any Board Committee;
- (c) of all orders, rules, regulations and by-laws made by the Board or by any delegation or Board Committee;
- (d) of all resolutions and proceedings of General Meetings and of meetings of the Board, delegations or Board Committees and any minutes if purporting to be signed by the chairperson of that meeting or of the next succeeding meeting will be prima facie evidence of the matters stated in them.

11. DISQUALIFICATION OF DIRECTORS

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

- (a) holds any office of profit under the Company; or
- (b) becomes bankrupt or makes any arrangement or composition with creditors generally; or
- (c) becomes prohibited from being a Director by reason of any order made under the Act or otherwise becomes a person prohibited from holding office or continuing as a director under the Act; or
- (d) becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the Act relating to mental health; or

- (e) resigns his or her office by notice in writing addressed to the Board; or
- (f) is directly or indirectly interested in any contract or proposed contract with the Company and fails to disclose the nature of his or her interest as required by the Act; or
- (g) is removed by extraordinary resolution of the Company pursuant to Clause 9.13; or
- (h) his or her seat on the Board is declared vacant pursuant to Clause 9.12; or
- (i) ceases to be a Member of the Company; or
- (j) ceases to comply with the qualifications and/or attributes required for Board members under Clause 9.5.

11.2. A Director must not vote in respect of any contract in which he or she is interested. The vote of a Director who does so vote must not be counted.

12. REMUNERATION OF DIRECTORS

12.1. The Directors may be paid remuneration for their services as Directors.

12.2. A Director may be paid 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 provision of the service has the prior approval of the Directors and where the amount payable is approved by the Directors and is not more than an amount which commercially would be reasonable payment for the service.

12.3. Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any Board Committee or General Meetings of the Company or otherwise in connection with the Company's business.

12.4. The Company may also pay a premium for a contract insuring a person who is or has been a Director against liability incurred by the person as a Director, except in circumstances prohibited by the Act.

13. PROCEEDINGS OF THE BOARD

13.1. Subject to this Constitution and the Act, the Board may meet for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.

- 13.2. Subject to this Constitution, questions arising at a meeting of the Board are to be decided by a majority of votes of the Directors present and voting and each Director has one vote.
- 13.3. If there is an equality of votes, the chairperson of a meeting of Directors will have a casting vote in addition to his or her deliberative vote.
- 13.4. The Company Secretary must upon the request of the chairperson of the Board or at least two (2) other members of the Board convene a meeting of the Board.
- 13.5. As far as practicable the Board must meet at least 6 times per year.
- 13.6. The quorum necessary for the transaction of the business of the Board is at least one half of the total number of current Board members.
- 13.7. The chairperson must preside as chairperson at a meeting of the Board but if the chairperson is not present the Board members present may choose one of their number to be chairperson at the meeting.
- 13.8. The continuing Directors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the minimum number of Directors fixed by or pursuant to the regulations of the Board or this Constitution, the continuing members of the Board may act for the purpose of increasing their number to that number or summoning a General Meeting of the Company but for no other purpose.
- 13.9. All acts done by any meeting of the Board or by any person acting as a member of the Board will be as valid as if every person had been duly appointed and was qualified to be a Board member even if it is later discovered that there was some defect in the appointment of any member or person acting or that they or any of them were disqualified.
- 13.10. A resolution in writing signed by all the members of the Board being not less than a quorum is as valid and effectual as if it had been passed at a meeting of the Board duly called and constituted and may consist of several documents in like form each signed by one or more of the Board members. An electronically transmitted message, or facsimile received by the Company and apparently signed by one or more members of the Board will be taken to be a document signed by those members.

The resolution must be taken to have been passed at a meeting of the Board held on the day on which the document was signed and at the time at which the document was last signed by a Director or if the Directors sign the document on different days on the day on which and at the time at which the document was last signed by a Director.

13.11. The contemporaneous linking together by telephone, radio, closed circuit television or other electronic means of audio or audio visual communication or other means of communication of a number of the members of the Board being not less than a quorum whether or not any one or more of the members of the Board is out of Australia will constitute a meeting of the Board and all the provisions in this Constitution as to meetings of the Board will apply to such meetings so long as the following conditions are met:

- (a) all of the members of the Board for the time being entitled to receive notice of a meeting are entitled to notice of a meeting by telephone, facsimile or other means of electronic communication and to be linked by telephone or any other means for the purposes of the meeting. Notice of any meeting may be given on the telephone, facsimile or other means of electronic communication;
- (b) each of the members of the Board taking part in the meeting by telephone, facsimile or other means of electronic communication must be able to hear each of the other members of the Board taking part at the commencement of the meeting;
- (c) at the commencement of the meeting, each member of the Board must acknowledge his or her presence for the purpose of a meeting of the members of the Board to all the other members taking part;
- (d) a member of the Board may not leave the meeting by disconnecting his or her telephone or other means of communication unless he or she has previously obtained the express consent of the chairperson of the meeting and the members will be conclusively presumed as being present and to have formed part of a quorum at all times during the meeting by telephone or other means of communication unless he or she has previously obtained the express consent of the chairperson of the meeting to leave the meeting;
- (e) a minute of the proceedings at a meeting by telephone or other means of communication will be sufficient evidence of the proceedings of the observance of all necessary formalities if certified as a correct minute by the chairperson.

14. PATRON

14.1. The Board may from time to time in its discretion invite any person to accept office as patron of the Company and may from time to time in its discretion invite any one or more persons to accept office as Vice Patron of the Company.

15. DELEGATION OF POWERS

- 15.1. The Directors may, upon any terms and conditions or restrictions as they see fit, delegate any of their powers, other than those which by law must be dealt with by the Directors as a board, to:
- (a) a Board Committee;
 - (b) a Director;
 - (c) an employee of the Company; or
 - (d) any other person.
- 15.2. A Board Committee to which, or person to whom, any powers have been delegated must exercise their powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- 15.3. A Board Committee to which, or person to whom, any powers have been delegated may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.
- 15.4. The Directors may at any time revoke any delegation of power.

16. APPOINTMENT OF ATTORNEYS AND AGENTS

- 16.1. The Directors may from time to time by resolution or power of attorney executed in accordance with the Act 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.
- 16.2. 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.

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

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

16.5. An attorney or agent appointed under this Clause 16 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.

17. AUXILIARY BODIES

17.1. Auxiliary bodies may be established with the approval and authority of the Board.

17.2. Auxiliary bodies must at all times be subject to the direction and control of the Board.

17.3. The functions of auxiliary bodies must be the raising of funds for the Company and dissemination of information and advice concerning the Company and its objects.

17.4. The name of the proposed auxiliary body must be submitted to the Board for its approval and the name must where practicable consist of the full name of the Company with a descriptive name indicating the auxiliary's character and/or location.

18. THE SEAL

The members of the Board must provide for the safe custody of the seal (if any). The seal (if any) may only be used by authority of a resolution of the Board and every instrument to which the seal is affixed must be signed by two (2) members of the Board.

19. ACCOUNTS

19.1. The Board must cause proper accounts to be kept as required by the Act.

19.2. No Member (not being a member of the Board) will have any right of inspecting any accounts or books or documents of the Company except as conferred by statute or the Constitution or authorised by the Board or by the Company in General Meeting.

19.3. The Board must from time to time in accordance with the Act cause to be prepared and laid before the Company in General Meeting financial statements as are required by the Act.

19.4. The Company must report to Members for a financial year in accord with the Act.

19.5. The financial year of the Company will close on 30 June in each year.

20. WINDING UP

20.1. 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 20.1(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 Members and former Members amongst themselves, an amount as may be required, not exceeding twenty (\$20.00) dollars.

20.2. If:

- (a) any surplus assets remain following the winding up of the Company; or
- (b) the Deductible Gift Recipient status (DGR) as endorsed by the Australian Taxation Office or as listed by name in Australian Tax Law is revoked,

whichever occurs first:

- (c) the following surplus assets will be transferred to another gift deductible fund, authority or institution:
 - (i) gifts and deductible contributions made to the Company for its principle purpose; and
 - (ii) money received by the Company because of gifts and contributions; and
- (d) the balance surplus assets will be given to a body corporate which, by its constitution, is:
 - (i) required to pursue objects similar to the objects of the Company;

- (ii) required to apply its profits (if any) or other income in promoting its objects; and
- (iii) prohibited from making any distribution to its Members or paying fees to its directors,

the entity or entities to be determined by the Members at or before the winding up or following revocation of the Deductible Gift Recipients (DGR) status and in default, by application to the Supreme Court of Queensland for determination and no surplus assets will be paid to or distributed amongst the Members.

21. INDEMNITY

- 21.1. To the extent permitted by law and subject to the restrictions in section 199A of the Act, the Company indemnifies every person who is or has been an officer of the Company against any liability (other than for legal costs) incurred by that person as an officer of the Company (including liabilities incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).
- 21.2. To the extent permitted by law and subject to the restrictions in section 199A of the Act, the Company indemnifies every person who is or has been an officer of the Company against reasonable legal costs incurred in defending an action for a liability incurred by that person as an officer of the Company (including legal costs incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).
- 21.3. The amount of any indemnity payable under Clauses 21.1 or 21.2 will include an additional amount ("**GST Amount**") equal to any GST payable by the officer being indemnified ("**Indemnified Officer**") in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a GST tax invoice for the GST Amount.
- 21.4. For the purposes of this Clause 21, "**officer**" means:
 - (a) a Director; or
 - (b) a Company Secretary.