



CONSTITUTION OF MAMBOURIN ENTERPRISES LTD

A public company limited by guarantee under the *Corporations Act 2001* (Cth)

ACN 159 527 036 ABN 41 725 993 025

(Formerly Mambourin Enterprises Inc Victorian Association A0027184T)

Certificate of Registration of a Body Corporate as a Company was issued by the Australian Securities and Investments Commission on 14 November 2014.

(Prepared by Russell Kennedy Lawyers)

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PART 1: THE COMPANY

1 OBJECTS

The objects for which the Company is established are to:

- 1.1 manage and maintain services for the education, employment, training and support of people with disabilities;
- 1.2 co-operate with government in providing appropriate facilities and services for people with disabilities;
- 1.3 provide community based resources for people with disabilities and their families, guardians or caregivers;
- 1.4 maximise the potential skill of people with disabilities to live independently in the community;
- 1.5 assist people with disabilities and their parents and guardians who are in necessitous circumstances;
- 1.6 educate the general public to a greater understanding of the rights and needs of people with disabilities;
- 1.7 take a transfer of incorporation from Mambourin Enterprises Inc; and
- 1.8 do such things as may be incidental or conducive to the attainment of the objects set out in this clause 1.

2 COMPANY POWERS

2.1 Powers at law

Solely for the purpose of carrying out the Objects, the Company may, in any manner permitted by the Corporations Act or the ACNC Act:

- 2.1.1 exercise any power;
- 2.1.2 take any action; and
- 2.1.3 engage in any conduct or procedure,

which under the Corporations Act or the ACNC Act a company limited by guarantee may exercise, take or engage in if authorised by its constitution.

2.2 Specific powers

Without limiting clause 2.1, the Company may:

- 2.2.1 raise money to further the Objects and to secure sufficient funds for the pursuit of the Objects; and

- 2.2.2 receive any funds and to distribute these funds in a manner that best attains the Objects.

PART 2: MEMBERS

3 MEMBERSHIP

3.1 Members

The following persons are Members:

3.1.1 on and from the Transfer Date — the members of Mambourin Enterprises Inc immediately before the Transfer Date (for which clause 3.3 will not apply); and

3.1.2 any other person who becomes a Member under this clause 3, until they cease to be Members in accordance with clauses 6 or 7.

3.2 Classes and rights

3.2.1 The membership of the Company consists of one class of membership known as “Ordinary Members”.

3.2.2 Each Ordinary Member will have one vote.

3.3 Eligibility for Membership

Subject to clause 3.1.1, Membership shall be open to any person who has an interest in and supports the Objects. However, an Applicant may not be eligible to become a Member if:

3.3.1 the Applicant is a relative (as that term is defined in section 9 of the *Corporations Act*) of an existing Member;

3.3.2 the Applicant resides within the same dwelling or unit as an existing Member; or

3.3.3 the Applicant is an associate (as that term is defined in section 318 of the *Income Tax Assessment Act 1936* (Cth)) of an existing Member.

For the avoidance of doubt, this clause 3.3 does not affect the continuation of membership of any person admitted before 14 November 2014.

3.4 Admission to Membership

The Board may admit an eligible person to become a Member if the Applicant:

3.4.1 agrees in writing to become a Member;

3.4.2 submits an application for membership in a form prescribed by the Board from time to time; and

3.4.3 tenders payment of the entrance fee and the first annual subscription.

3.5 Assessment of applications

- 3.5.1 The Board must consider each application for membership as soon as practicable following its receipt.
- 3.5.2 The Board must not admit an Applicant if, at the time of the admission:
- (a) the Applicant is a parent/carer and the number of Members who are parent/carers would be greater than 50% of the maximum number of Members permitted under clause 3.7;
 - (b) the Applicant is an interested citizen and the number of Members who are interested citizens would be greater than 40% of the maximum number of Members permitted under clause 3.7; or
 - (c) the Applicant is an Employee and the number of Members who are Employees would be greater than 10% of the maximum number of Members permitted under clause 3.7.
- 3.5.3 The Board must:
- (a) by resolution, and (subject to clause 3.5.2) at its sole discretion, approve or reject the application; and
 - (b) notify the Applicant in writing whether the application has been approved or rejected, in which case the payment tendered by the Applicant must be returned.
- 3.5.4 The decision of the Board on an application is final, conclusive and binding on the Applicant. The Board is not bound to consider any comments from Members nor give any reason for the rejection of any application.

3.6 Commencement of Membership

- 3.6.1 Within 7 days of the Board's decision under clause 3.5, the Board must cause the details of approved Applicants to be recorded in the Register.
- 3.6.2 Membership commences upon entry in the Register.

3.7 Maximum number of Members

The maximum number of Members is seventy (70) or such other number as is determined by special resolution of the Members in general meeting.

3.8 Register of Members

- 3.8.1 The Company must maintain a Register of Members in accordance with the Corporations Act and the ACNC Act.
- 3.8.2 The Members may inspect or request a copy of the Register in accordance with any rights conferred by the Corporations Act or the ACNC Act.

4 RIGHTS AND OBLIGATIONS OF MEMBERS

The rights of Members are not transferable, and end when the Member ceases to be a Member in accordance with clauses 6 or 7.

5 ENTRANCE FEE AND ANNUAL SUBSCRIPTIONS

- 5.1 An entrance fee and annual subscription is payable as a condition to become and continue to be, respectively, a Member.
- 5.2 The entrance fee payable to be admitted as a Member will be \$20 or (subject to clause 5.6) such other amount as the Board may from time to time prescribe.
- 5.3 The annual subscription payable to continue as a Member will be \$20 or (subject to clause 5.6) such other amount as the Board may from time to time prescribe.
- 5.4 The annual subscription in respect of a financial year (1 July to 30 June) is due and payable by no later than 30 June in the previous financial year.
- 5.5 The full annual subscription will apply where a Member joins for part of a financial year
- 5.6 The Board must notify the Members of any change to the entrance fee or annual subscription at least one month before that change takes effect.
- 5.7 If the annual subscription of a Member remains unpaid for one month, the Board may declare that person unfinancial and the Member will not be entitled to attend or vote at general meetings.

6 RESIGNATION AND DISCIPLINE OF MEMBERS

6.1 Resignation

A Member may at any time, by at least 1 month's written notice to the Board, resign their membership of the Company.

6.2 Resignation and status as a Director

Upon giving notice pursuant to clause 6.1 a Member who is also a Director will be deemed to have given notice to resign as a Director pursuant to clause 11.1.2(f).

6.3 Discipline of Members

The Board may suspend, expel or impose a fine of up to \$500 on a Member for:

- 6.3.1 failing to comply with this Constitution, including without limitation conduct prejudicial to the Objects; or
- 6.3.2 conduct prejudicial to the interests of the Company, conduct unbecoming of a Member or other misconduct.

6.4 Procedures for suspension, expulsion or fine

- 6.4.1 The Board must provide at least one month's written notice to any Member of any intention to suspend, expel or fine the Member, so as to enable the Member to provide any written representations to the Company.
- 6.4.2 Subject to clause 6.4.3, the decision of the Board takes effect 30 days from the date the Board notifies the Member of the decision. The procedures relating to the suspension, expulsion or fining of a Member by the Board under clauses 6.3 and 6.4 may otherwise be set out in the By-Laws.

- 6.4.3 A Member may appeal the decision of the Board under clause 6.3 by giving notice in writing to the Company within 30 days of being notified of the Board's decision. The Company must then convene an appeals committee to hear the appeal in accordance with clause 6.5.

6.5 Appeals Committee

For the purposes of clause 6.4.3:

- 6.5.1 the appeals committee will be convened by a company secretary;
- 6.5.2 the appeals committee will consist of three persons who have not been a party to or involved with the original decision;
- 6.5.3 at least one member of the appeals committee will be an office bearer, despite clause 6.5.2;
- 6.5.4 at least one member of the appeals committee will be a person who is independent of the Company;
- 6.5.5 a quorum for the appeals committee will be three members;
- 6.5.6 the grounds of appeal shall be limited to errors in law or breaches of natural justice;
- 6.5.7 the Member making the appeal will have the onus of proof to establish the grounds of the appeal;
- 6.5.8 the appeals committee must act according to the rules of natural justice and decide each appeal on its merits. The appeals committee is not bound by the rules of evidence and, subject to the rules of natural justice, may inform itself on any matter and in such manner as it thinks fit;
- 6.5.9 the appeals committee shall conduct its affairs with as little formality as possible and in accordance with this clause 6.5, but otherwise, subject to this Constitution, shall have full power to regulate its conduct and operation; and
- 6.5.10 the Company shall endeavour to have the appeals committee hear the appeal as soon as practicable.

7 CESSATION OF MEMBERSHIP

- 7.1 A Member ceases to be a Member:
- 7.1.1 on resignation, expulsion, death or ceasing to have legal capacity;
- 7.1.2 on becoming insolvent, bankrupt, under administration or upon making any arrangement or composition with their creditors generally;
- 7.1.3 in the case of a Member who is also a Director, on ceasing to be eligible to be a Director under clause 10.2; or
- 7.1.4 if the Member remains unfinancial for two months.
- 7.2 If a Member ceases to be a Member, the date of ceasing to be a Member must be entered in the Register within one business day of the cessation taking effect.

PART 3: GENERAL MEETINGS

8 MEETINGS OF MEMBERS

8.1 Annual general meeting

8.1.1 An annual general meeting of the Company shall be held in accordance with the requirements of the Corporations Act and the ACNC Act and at such times and places as the Board may determine.

8.1.2 The ordinary business of the annual general meeting is:

- (a) to receive and consider the directors' report, financial report, auditor's report and of any other documents required by law to be laid before the meeting; and
- (b) to transact any other business which under this Constitution, the Corporations Act or the ACNC Act ought to be transacted at an annual general meeting.

8.1.3 No business shall be transacted at an annual general meeting other than:

- (a) the ordinary business referred to in clause 8.1.2; and
- (b) any special business set out in the notice of meeting.

8.2 Special general meetings

8.2.1 A general meeting of Members other than the annual general meeting shall be called a special general meeting.

8.2.2 The Board may, whenever it thinks fit, convene a general meeting and must convene a general meeting on a requisition of:

- (a) Members, as provided for by the Corporations Act and the ACNC Act;
- (b) four or more Directors; or
- (c) the Chair.

8.2.3 The requisition for a special general meeting shall state the objects of the meeting and shall be signed by the Members or Directors making the requisition and be sent to the office of the Company and may consist of several documents in a like form, each signed by one or more of the Members or Directors making the requisition.

8.2.4 Special general meetings may only consider business of which notice has been given in accordance with clause 8.3.

8.3 Notice of general meetings

8.3.1 Subject to this Constitution, the Corporations Act and the ACNC Act, not less than 21 clear days' notice of a general meeting shall be given in the manner provided in clause 23 to the Members, Directors and auditors of the Company, specifying the place, day and hour of the meeting and in the case of special business the general nature of that business.

8.3.2 The accidental omission to give notice of a general meeting to, or the non-receipt of any such notice by, any of the Members shall not invalidate any resolution passed at any such meeting.

8.3.3 A Member desiring to bring any business before a meeting may give notice of that business in writing to the Board who shall include all legitimate business in the notice calling the next general meeting after the receipt of the notice.

8.4 Direct Ballots

8.4.1 Subject to the Corporations Act and the ACNC Act, whenever the Board thinks fit it may submit any question or resolution to the direct vote of all Members entitled to a vote at a general meeting of the Company by means of a direct ballot in such form and returnable in such manner as the Board decides, provided that notice of any direct ballot shall be given to each Member in the manner provided in clause 8.3.

8.4.2 A resolution approved by a majority or specific majority of the Members voting by such direct ballot shall have the same force and effect as such a resolution would have if carried by such a majority or specific majority at a duly constituted general meeting of the Company competent to pass such a resolution.

8.5 Use of Technology

General meetings may be held at more than one place, provided that the technology that is used enables each Member present at all places the meeting is held to clearly and simultaneously communicate with every other such Member.

9 PROCEEDINGS AT GENERAL MEETINGS

9.1 Quorum

9.1.1 No business shall be transacted at a general meeting unless a quorum is present at the commencement of business.

9.1.2 The quorum for consideration of the business of a general meeting is four Members personally present and entitled to vote.

9.2 Meeting Chairperson

The Chair is entitled to act as Meeting Chairperson for general meetings, but if no such person has been appointed, or if at any meeting the Chair is not present within 15 minutes after the time appointed for holding the meeting, or unwilling to act, one of the Deputy Chairs (as agreed among them) may be Meeting Chairperson, but if all the Deputy Chairs are not present within 15 minutes after the time appointed for holding the meeting, or unwilling to act, the members of the Board present may choose one of their number to be Meeting Chairperson.

9.3 Absence of quorum

If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members

present (being at least three Members personally present and entitled to vote) shall be a quorum. The meeting is otherwise dissolved.

9.4 Adjournment of meeting

The Meeting Chairperson of a general meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. It is not otherwise necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.

9.5 Poll

9.5.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (a) by the Meeting Chairperson;
- (b) by at least four Members present in person; or
- (c) by any four Directors.

9.5.2 Unless a poll is so demanded a declaration by the Meeting Chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

9.6 Manner of taking poll

If a poll is duly demanded it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the Meeting Chairperson directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a Meeting Chairperson or on a question of adjournment shall be taken forthwith.

9.7 Casting vote by Meeting Chairperson

In the case of an equality of votes whether on a show of hands or on a poll, the Meeting Chairperson of the general meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

9.8 Voting

9.8.1 Each Member has one vote and may vote:

- (a) in person;
- (b) by the appointment of a single proxy, who shall be entitled to vote on a show of hands as well as on a poll; or
- (c) by attorney.

- 9.8.2 A proxy or attorney must be a Member and may be appointed for all, any number of, or for a particular meeting.
- 9.8.3 The decision of the Meeting Chairperson of a general meeting as to the validity of a proxy or power of attorney shall be final and conclusive.
- 9.8.4 Where a person present at a general meeting represents personally or by proxy or attorney of more than one Member, the following provisions apply to a vote taken on a show of hands:
- (a) the person is entitled to one vote only despite the number of Members the person represents; and
 - (b) the person's vote will be taken as having been cast for all the Members the person represents.

9.9 Qualification of voters

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. Any such objection shall be referred to the Meeting Chairperson of the general meeting, who must consider and determine the validity of the objection in accordance with this Constitution. The decision of the Meeting Chairperson is final. A vote not disallowed pursuant to such an objection is valid for all purposes.

9.10 Proxies

- 9.10.1 An appointment of a proxy is valid if it meets the requirements of the Corporations Act, the ACNC Act and this Constitution. The proxy must be a Member.
- 9.10.2 The instrument appointing a proxy shall be in writing under seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy shall be lodged at the registered office of the Company or such other place as is specified for that purpose in the notice convening the meeting not less than 48 hours before the proxy purports to vote at any general meeting of the Company. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Member shall be entitled to instruct their proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as they think fit.
- 9.10.3 The instrument appointing a proxy must be in the form prescribed by the Board from time to time, or in a common or usual form.
- 9.10.4 Unless the Company has received written notice of the matter before the start or resumption of the 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;
 - (b) the Member is mentally incapacitated;
 - (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.

- 9.10.5 The appointment of a proxy or attorney is not revoked by the appointer attending the general meeting, but:
- (a) if the appointer votes on a resolution, the proxy or attorney is not entitled to vote, and must not vote, as the appointer's proxy or attorney on that resolution; and
 - (b) if the appointer otherwise takes part in the meeting in relation to a resolution the proxy or attorney must not take part in the meeting in relation to that resolution.

PART 4: BOARD OF DIRECTORS

10 BOARD OF DIRECTORS

10.1 Board of Directors

The affairs of the Company shall be managed by a Board of Directors consisting of up to twelve Directors as follows:

- 10.1.1 up to 9 Directors elected by the Members in general meeting in accordance with clause 10.3; and
- 10.1.2 up to 3 Directors appointed by the Board in accordance with clause 10.4.

10.2 Qualification of Directors

A person is only eligible to be a Director of the Company if he or she:

- 10.2.1 is over the age of 18 years;
- 10.2.2 consents in writing to become a Director;
- 10.2.3 is not an Employee and has not been appointed to any paid office of the Company (payments permitted by clause 27.3 shall not constitute a paid office of the Company for the purpose of this clause 10.2.3);
- 10.2.4 is not a relative (as that term is defined in section 9 of the Corporations Act) of an existing Director or an existing Employee;
- 10.2.5 does not reside within the same dwelling or unit as an existing Director;
- 10.2.6 is not an associate (as that term is defined in section 318 of the *Income Tax Assessment Act 1936 (Cth)*) of an existing Director;
- 10.2.7 is not prohibited or disqualified or otherwise prevented from acting as a director of a company under the Corporations Act or the ACNC Act;
- 10.2.8 in the case of a Director elected for the purposes of clause 10.1.1 — is a Member at the time of election and must remain a Member throughout his or her term of office; and
- 10.2.9 in the case of a Director appointed for the purposes of clause 10.1.2 — is either:
 - (a) a Member at the time of appointment and must remain a Member throughout his or her term of office; or

- (b) required to apply to become a Member as soon as practicable after his or her appointment, and on becoming a Member must remain a Member throughout his or her term of office.

10.3 Election of directors

- 10.3.1 A Director elected for the purposes of clause 10.1.1:
- (a) holds office from the end of the annual general meeting at which he or she is elected;
 - (b) retires at the end of the third annual general meeting after his or her election;
 - (c) upon retirement under clause 10.3.1(b) is eligible for appointment or re-election as a Director, unless he or she:
 - (1) has served continuously as a Director for 9 years or more (whether under clause 10.1.1 or 10.1.2 but excluding casual vacancies); and
 - (2) after such service has not been absent from the Board for a continuous period of 12 months;
- 10.3.2 Nominations of candidates for election as a Director must be in the form determined by the Board, and contain a consent to act as a Director, and must be received at least 28 days before the annual general meeting.
- 10.3.3 Subject to clause 10.5, if the number of nominations of candidates for election does not exceed the number of vacancies the candidates so nominated shall be declared duly elected at the annual general meeting.
- 10.3.4 Subject to clause 10.5, if the number of nominations of candidates exceeds the vacancies, balloting lists shall be printed containing in alphabetical order the names of the candidates nominated and one such list shall be delivered at least 14 days before the annual general meeting to each Member.
- 10.3.5 The Meeting Chairperson must declare the election result at the annual general meeting.

10.4 Appointment of directors

- 10.4.1 A Director appointed for the purposes of clause 10.1.2:
- (a) holds office from the date of appointment for a period of three years or such lesser term determined by the Board at the time of making the appointment; and
 - (b) upon retirement under clause 10.4.1(a) is eligible for election or re-appointment as a Director unless he or she:
 - (c) has served continuously as a Director for 9 years or more (whether under clause 10.1.1 or 10.1.2 but excluding casual vacancies); and
 - (d) after such service has not been absent from the Board for a continuous period of 12 months.

- 10.4.2 For the purposes of appointing Directors under clause 10.1.2, the Board must give due consideration to:
- (a) the skills, background, capability and experience which such appointed Directors should have;
 - (b) the current distribution of such skills, background, capacity and experience within the Board; and
 - (c) principles of diversity and inclusion, including but not limited to gender, cultural background and lived experience of disability.
- 10.4.3 The Board will adopt the following procedure to appoint Directors under clause 10.1.2:
- (a) The company secretary must publicly call for Candidates (for example, by publishing a notice on the Company's website).
 - (b) The notice may require Candidates to submit applications and provide relevant information (for example, curriculum vitae) by a specified due date.
 - (c) The Board may convene an interview panel, being a committee of the Board, to interview Candidates. The format of the interview will be determined by the interview panel.
 - (d) The Board, after considering the recommendations of the interview panel, may appoint Candidates to fill available positions, taking into account the matters set out in clause 10.4.2.

10.5 Independence of majority of directors

- 10.5.1 Despite clauses 10.3 and 10.4, the election or appointment of a person as Director will not take effect if it would result in less than a majority of Directors being independent and free of material conflicts.
- 10.5.2 A Director should only be characterised and described as independent and free of material conflicts if he or she is free of any interest, position, association or relationship that might influence, or reasonably be perceived to influence, in a material respect, his or her capacity to bring an independent judgement to bear on issues before the Board, and to act in the best interests of the Company and its Members generally.
- 10.5.3 A candidate for election as a Director under clause 10.1.1 should disclose to the Company all interests, positions, associations and relationships that bear on his or her independence. Those matters should in turn be disclosed to Members in the materials given to them in support of his or her election.
- 10.5.4 A candidate for nomination as a Director under clause 10.1.2 should disclose to the Board all interests, positions, associations and relationships that may bear on his or her independence.
- 10.5.5 Examples of interests, positions, associations and relationships that bear on the independence of a Director include if the Director:

- (a) was employed in an executive capacity by the Company and there has not been a period of at least three years between ceasing such employment and serving on the Board;
- (b) is, or has within the last three years been, a partner, director or senior employee of a provider of material professional services to the Company;
- (c) is, or has been within the last three years, in a material business relationship (eg as a supplier or customer) with the Company, or an officer of, or otherwise associated with, someone with such a relationship;
- (d) has a material contractual relationship with the Company other than as a Director; or
- (e) is a relative (as that term is defined in section 9 of the Corporations Act), or resides within the same dwelling as, or is an associate (as that term is defined in section 318 of *Income Tax Assessment Act 1936 (Cth)*), of any person who falls within any of the categories described above.

In each case, the materiality of the interest, position, association or relationship needs to be assessed to determine whether it might interfere, or might reasonably be seen to interfere, with the Director's capacity to bring an independent judgement to bear on issues before the Board and to act in the best interests of the Company and its Members generally.

10.6 Casual vacancies

- 10.6.1 The Board may appoint a Director to fill a casual vacancy in an office under clause 10.1.1 who shall hold office until the conclusion of the next annual general meeting following the date of appointment, at which annual general meeting the Members may elect that Director or another person to hold office for the balance of the term of office of the original Director if the vacancy had not arisen.
- 10.6.2 If the Board has not filled a casual vacancy in an office under clause 10.1.1, then at an annual general meeting the Members may elect a person to fill that casual vacancy in accordance with clause 10.3, but only for balance of the term of office of the original Director if the vacancy had not arisen.
- 10.6.3 The Board may appoint a Director to fill a casual vacancy in an office under clause 10.1.2 who shall hold office for the balance of the term of office of the original Director if the vacancy had not arisen.

10.7 Transition from Mambourin Enterprises Inc

The directors of Mambourin Enterprises Inc immediately before the Transfer Date become the Directors of the Company on and from the Transfer Date and despite clauses 10.3, 10.4 and 10.5:

- 10.7.1 Cathy Jeffkins will be deemed an appointed director and must retire no later than the annual general meeting to be held in 2015;

- 10.7.2 Andrew McGowan will be deemed an appointed director and must retire no later than the annual general meeting to be held in 2015;
- 10.7.3 Barry Fitton will be deemed an elected director and must retire no later than the annual general meeting to be held in 2015;
- 10.7.4 Ruth Mackay will be deemed an elected director and must retire no later than the annual general meeting to be held in 2015;
- 10.7.5 Cory Becker will be deemed an elected director and must retire no later than the annual general meeting to be held in 2015;
- 10.7.6 Emanuel Tumino will be deemed an elected director and must retire no later than the annual general meeting to be held in 2016;
- 10.7.7 Richard Morrison will be deemed an elected director and must retire no later than the annual general meeting to be held in 2016;
- 10.7.8 John Wnek will be deemed an elected director and must retire no later than the annual general meeting to be held in 2016;
- 10.7.9 Emma Sutcliffe will be deemed an elected director and must retire no later than the annual general meeting to be held in 2017;
- 10.7.10 Meredith Blackstock will be deemed an elected director and must retire no later than the annual general meeting to be held in 2017; and
- 10.7.11 Barbara MacKinnon will be deemed an elected director and must retire no later than the annual general meeting to be held in 2017.

Persons retiring under the above provisions may offer themselves for re-election or appointment, if eligible to do so. A Director's periods of service with Mambourin Enterprises Inc will count for the purposes of clauses 10.3.1(c)(1) and 10.4.1(c).

11 REMOVAL OF DIRECTORS

11.1 Removal of Directors and vacation of office

- 11.1.1 Without limiting the rights of the Members under the Corporations Act and the ACNC Act, the Members may by special resolution remove any Director before his or her period of office expires.
- 11.1.2 The office of a Director will become vacant if the Director:
 - (a) dies;
 - (b) ceases to be a Member or ceases to be eligible to be a Member;
 - (c) becomes disqualified from being a director pursuant to the Corporations Act or the ACNC Act;
 - (d) is appointed to any paid office of the Company;
 - (e) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - (f) resigns his or her office by notice in writing to the Company;

- (g) for more than 3 months is absent without permission of the Board from meetings of the Board held during that period; or
- (h) becomes a bankrupt or makes any arrangement or composition with personal creditors generally.

11.2 Power of Board to act notwithstanding vacancies

The Board may continue to act notwithstanding a vacancy on the Board, but so that if the number of directors falls below six, then the Board shall not, except in the case of emergencies, or for the purpose of filling up vacancies, or convening a general meeting of the Company, act so long as the number is below the minimum.

12 POWERS AND DUTIES OF THE BOARD

12.1 General powers

The Board:

- 12.1.1 may, subject to this Constitution, the Corporations Act and the ACNC Act, exercise all such powers and functions as may be exercised by the Company other than those powers and functions that are required by this Constitution to be exercised by general meetings of the members of the Company; and
- 12.1.2 subject to this Constitution, the Corporations Act and the ACNC Act, has power to perform all such acts and things as appear to the Board to be essential for the proper management of the business and affairs of the Company.

12.2 Control and investment of Company's funds

- 12.2.1 The Board shall control the Company's funds and manage its financial affairs.
- 12.2.2 All cheques and other negotiable instruments, and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by any 2 Directors or in such other manner as the Board may from time to time determine.

12.3 Liability

Subject to the Corporations Act and the ACNC Act, Directors are not liable by reason only of their directorship to contribute towards the payment of the debts and liabilities of the Company or the costs, charges and expenses of the winding up of the Company.

13 COMMITTEES

13.1 Committees

The Board may:

- 13.1.1 delegate any of its powers and/or functions (not being duties imposed on the Board as the directors of the Company by the Corporations Act, the ACNC Act or the general law) to; or
- 13.1.2 seek advice from,

one or more committees consisting of such Members of the Company and/or other persons (at least one of whom shall be a Director) as the Board thinks fit. Any committee so formed shall conform to any regulations or directions that may from time to time be made or given by the Board in relation to such committee.

13.2 Regulation of committees

Subject to the provisions of this Constitution and committee regulations or directions under clause 13.1:

- 13.2.1 every committee may meet and adjourn as it thinks proper;
- 13.2.2 questions arising at any meeting shall be determined by a majority of votes of the members present;
- 13.2.3 in the case of an equality of votes the Meeting Chairperson shall have a second or casting vote; and
- 13.2.4 the Chair will be an ex-officio member of the committee.

14 OFFICE BEARERS

The Board must appoint from the Directors a Chair and one or more Deputy Chairs who shall hold office on terms and conditions determined by the Board.

15 APPOINTMENT OF A COMPANY SECRETARY

- 15.1 One or more company secretaries for the purposes of the Corporations Act shall be appointed by the Board on such terms and conditions as the Board determines from time to time.
- 15.2 Except where a Director is appointed as a company secretary, a company secretary is not a member of the Board, and may only attend and speak at a Board meeting at the request of the Board.

PART 5: BOARD MEETINGS

16 PROCEEDINGS OF THE BOARD

16.1 Meetings

- 16.1.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit, provided that it must meet at least 6 times each financial year. The Board must convene at the request of the Chair or any four Directors.
- 16.1.2 Written notice of each Board meeting shall be given to each Director by delivering it, or by sending it by post, facsimile or email addressed to his or her usual or last known postal address or facsimile or email contact at least 2 business days before the date of the meeting.
- 16.1.3 In cases of urgency a meeting may be held without the notice required under clause 16.1.2, provided that:
 - (a) as much notice as practicable is given by whatever means will reach each Director as soon as possible; and

- (b) no resolution may be passed at the meeting except unanimously and with no less than half the number of Directors present.

16.1.4 The business transacted at the Board meeting shall be only that listed on the notice, however the Meeting Chairperson of the Board meeting may allow other business deemed urgent to be transacted.

16.2 Voting

16.2.1 Subject to this Constitution questions arising at any meeting of the Board shall be decided by a majority of votes and a determination by a majority of the Directors present shall for all purposes be deemed a determination of the Directors.

16.2.2 Where something is to be determined or voted on by the Board each Director shall have 1 vote.

16.2.3 Questions arising at a meeting of the Board shall be determined on a show of hands or, if demanded by a Director, by a poll taken in such manner as the person presiding at the meeting shall determine.

16.2.4 Unless otherwise expressly provided in this Constitution, there shall be no voting by proxy or by post at Board meetings.

16.2.5 In case of an equality of votes the Meeting Chairperson of the Board meeting (as determined in accordance with clause 16.4) shall have a second or casting vote

16.3 Quorum

The quorum necessary for the transaction of the business of the Board shall be four Directors.

16.4 Meeting Chairperson

The Chair is entitled to act as Meeting Chairperson of Board meetings, but if no Chair has been appointed, or if at any meeting the Chair is not present within 15 minutes after the time appointed for holding the meeting, or unwilling to act, one of the Deputy Chairs may be the Meeting Chairperson (as agreed among them), but if all the Deputy Chairs are not present within 15 minutes after the time appointed for holding the meeting, or unwilling to act, the Directors present may choose one of their number to be the Meeting Chairperson.

16.5 Circulatory resolutions

A resolution in writing signed by all of the Directors for the time being entitled to receive notice of meetings of the Board shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held provided that the Directors signing the resolution would constitute a quorum and would have power to pass such resolution at a meeting of the Board. Any such resolution may consist of several documents in similar form each signed by one or more Directors. Any such document sent by a Director by facsimile transmission, or other means of communication approved by the Directors, shall be deemed to have been signed by such Director and to suffice for the purpose of this clause.

16.6 Use of technology

A Board meeting may be called or held using any technology consented to by the Directors, including without limitation by telephone, video conferencing or other networked technology which enables the directors to hear each other director taking part. A Director participating in this way will be deemed to be physically present at the Board meeting. The consent may be a standing one. A Director may only withdraw their consent within a reasonable period before the meeting.

16.7 Acts of Board or committees valid notwithstanding defective appointment etc.

All acts done at any Board meeting or any meeting of a committee of Directors or by any person acting as a Director shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director or person acting as Director, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

16.8 Conflicts

Any Director who is in any way, directly or indirectly, interested in any contract or arrangement or proposed contract or arrangement with the Company or any actual or proposed exercise by the Company of any of its powers and functions, shall declare the nature of such interest prior to the consideration of such matter and must not:

16.8.1 be present while the matter is being considered; or

16.8.2 vote on the matter.

PART 6: FINANCIAL AND LEGAL

17 POWER TO MAKE BY-LAWS

17.1 Subject to the provisions of this Constitution, the Board has the power from time to time to make, amend and repeal all such By-Laws as it deems necessary or desirable for the proper conduct and management of the Company, the regulation of its affairs, and the furtherance of its Objects.

17.2 Without in any way limiting the power of the Board under clauses 3 and 17.1, the Board may make, amend and repeal By-Laws which:

17.2.1 regulate all matters relating to applications for, and admission to, Membership of the Company not otherwise provided for in this Constitution; and

17.2.2 define and regulate the procedure and order of business of general meetings of Members and meetings of the Board, to the extent to which this is not provided for in this Constitution.

17.3 No By-Law will be inconsistent with, nor shall it affect a repeal or modification of anything contained in this Constitution.

17.4 To make, alter or repeal a By-Law ("**Proposal**"):

17.4.1 the Board must hold a meeting and pass a resolution to enact the Proposal subject to compliance with clauses 17.4.2 and 17.4.3;

- 17.4.2 the Board must inform all Members of the Proposal and make the detail of the Proposal available to all Members for a period of at least 30 days before holding a further meeting under clause 17.4.3; and
- 17.4.3 after the expiry of the period referred to in clause 17.4.2, the Board must hold a further meeting at which the Board must consider any feedback received from Members during that period, and then at least 90% of those Directors present and voting at that meeting must resolve to confirm the resolution adopting the Proposal or to change the Proposal having regard to any such feedback.

It is only after the second resolution that the By-Law is made, altered or repealed.

- 17.5 Any By-Law made by the Board may be set aside by a special resolution of a general meeting of Members.
- 17.6 Subject to this Constitution, all By-Laws so long as they remain in force will be binding upon all Members.
- 17.7 A register containing the By-Laws will be kept in such place as the Board shall appoint for that purpose.

18 AMENDMENT

No modification or repeal of this Constitution or any provision of this Constitution will be effective unless it is passed as a special resolution in accordance with the Corporations Act and the ACNC Act.

19 ACCOUNTS AND AUDIT

- 19.1 The Board shall, in accordance with the requirements of the Corporations Act and the ACNC Act:
- 19.1.1 cause proper accounting and other records to be kept, and
- 19.1.2 cause to be made out and laid before each annual general meeting of the Company a financial report as may from time to time be prescribed by the Corporations Act and the ACNC Act.
- 19.2 Subject to the Corporations Act and the ACNC Act, the Board may determine whether and to what extent, and at what times and places, and under what conditions, the accounting records and other documents of the Company or any of them will be open to inspection by Members (other than Directors).
- 19.3 A Member (other than a Director) does not have the right to inspect any document of the Company, except as provided by law or authorised by the Board or by the Company in general meeting.
- 19.4 A properly qualified auditor/s shall be appointed with their duties regulated in accordance with the requirements of the Corporations Act and the ACNC Act.

20 MINUTES OF PROCEEDINGS

- 20.1 The Board shall cause minutes of the resolutions and proceedings of each general meeting, and Board meeting and each committee meeting to be kept in books provided for that purpose and shall be signed by the Meeting Chairperson at which the proceedings took place, or the Meeting Chairperson of the next succeeding meeting.

- 20.2 Where minutes have been so entered and signed then, unless the contrary is proved:
- 20.2.1 the meeting shall be deemed to have been duly convened and held;
 - 20.2.2 all proceedings that are recorded in the minutes as having taken place at the meeting shall be deemed to have duly taken place; and
 - 20.2.3 all appointments of officers or auditors that are recorded in the minutes as having been made at the meeting shall be deemed to have been validly made.

21 COMMON SEAL

- 21.1 The Board will determine whether or not the Company is to have a common seal and, if so, will provide for the safe custody of such seal.
- 21.2 The common seal, if any, of the Company shall not be affixed to any instrument except by the authority of the Board and the affixing of the common seal shall be attested by the signatures of those authorised to attest to the affixing of the common seal from time to time.

22 OFFICERS INDEMNITY AND INSURANCE

22.1 Indemnity

- 22.1.1 To the Relevant Extent and subject to the Corporations Act and the ACNC Act, the Company shall indemnify every person who is or has been an Officer out of the assets of the Company To the Relevant Extent against any Liability incurred by the Officer in or arising out of the conduct of the affairs or business of the Company, or in or arising out of the discharge of the Duties of the Officer, unless such Liability arises out of conduct involving a lack of good faith.
- 22.1.2 Without limiting clause 22.1.1, the Company may, to the extent to which the Company is not precluded by law from doing so, execute and deliver any deed, agreement or other document in favour of any Officer or former Officer to whom this clause 22.1 applies, confirming the indemnities contained in this clause 22.1, in relation to that person. This clause 22.1 shall apply whether or not any such deed, agreement or other document is given.

22.2 Insurance

To the extent permitted by law, the Company may (but is not obliged to) pay, or agree to:

- 22.2.1 make payments of amounts by way of premium in respect of any contract effecting insurance on behalf, or in respect of, an Officer against any liability incurred by the Officer in, or arising out of, the conduct of the business of the Company, or in or arising out of, the discharge of the Duties of the Officer; and
- 22.2.2 bind itself in any deed (in such terms as the Directors consider appropriate) with any Officer to make the payments.

22.3 Access

- 22.3.1 Where the Directors consider it appropriate, the Company may:
- (a) give a Director or former Director access to various Company papers, including documents provided or available to the Directors and other papers referred to in those documents; and
 - (b) bind itself in a deed (in such terms as the Directors consider appropriate) with a Director or former Director to give that access.
- 22.3.2 Nothing contained in clause 22.3.1, or in any deed entered into between the Company and any Director or former Director pursuant to that clause will in any way exclude, limit or restrict the right of access to the Company's books conferred on such persons by the Corporations Act and the ACNC Act.

23 NOTICES

- 23.1 A notice may be given by the Company to any Member personally, by post to the Member's address as set out in the Register, or to such facsimile number or e-mail or other electronic address as the Member may have supplied the Company for the giving of notices. The fact that a Member has supplied a fax number or e-mail or other electronic address for the giving of notices does not require the Company to give any notice to that Member by that electronic means.
- 23.2 In the case of a Member who has not supplied the Company with a postal address within the Commonwealth of Australia, the Company may give notice to that Member by sending it by air mail to the address outside Australia (if any) advised by the Member.
- 23.3 A notice or other document given by the Company will be deemed to have been served on a Member:
- 23.3.1 in the case of a notice sent by post (including by air mail pursuant to clause 23.2), at the expiration of 24 hours after the envelope or wrapper containing the same is posted. In proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice or document was addressed and put in the post office or a post office letter box; and
 - 23.3.2 in the case of a notice sent by fax, e-mail or other electronic means, on the business day next following the day on which it is sent. However, a notice is not deemed served if the fax, e-mail server or other electronic means reports that the notice was not successfully delivered, for example, if the recipient's inbox is full.
- 23.4 Notice of every general meeting of the Company shall be given in the manner set out in this clause 23 to:
- 23.4.1 every Member except those Members who (having no registered address within the Commonwealth of Australia) have not provided to the Company an address outside Australia for the giving of notices; and
 - 23.4.2 the auditor for the time being of the Company.

24 LIMITED LIABILITY

Subject to clauses 25 and 28, the liability of Members is limited and Members are not liable by reason only of their membership to contribute towards the payment of the debts and liabilities of the Company.

25 LIMIT OF CONTRIBUTION BY MEMBERS IN WINDING UP

Each Member undertakes to contribute to the property of the Company, in the event of it being wound up while the Member's membership is current or within one year after the Member ceases to be a Member, for payment of the debts and liabilities of the Company contracted before the Member ceases to be a Member and the costs, charges and expenses of winding up and for adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding TEN DOLLARS (\$10.00).

26 EXCESS PROPERTY ON WINDING UP

Subject to clause 28, if, upon the winding up or dissolution of the Company, there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to some other institution or institutions:

- 26.1 having objects similar to the Objects of the Company and which are Charitable; and
- 26.2 which prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 27; and
- 26.3 if the Company is endorsed by the Commissioner as a public benevolent institution and/or otherwise income tax exempt — those other institutions are also currently endorsed as a public benevolent institution and/or otherwise income tax exempt on the same basis,

such institution or institutions to be determined by the Board at or before the time of dissolution, and in default thereof, by application to the Supreme Court of Victoria for determination.

PART 7: NON-PROFIT AND TAX EXEMPTIONS

27 INCOME AND PROPERTY**27.1 Distributions to Members**

The income and property of the Company, however derived, shall be applied solely towards the promotion of the Objects of the Company, and no portion of the income or property of the Company shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to any Member.

27.2 Payment for services rendered

Nothing in clause 27.1 prevents the payment in good faith to an Officer or Member:

- 27.2.1 of remuneration for any services to the Company;
- 27.2.2 for goods supplied in the ordinary and usual course of business;
- 27.2.3 of interest at a commercial rate on money borrowed from an Officer or Member;

27.2.4 of reasonable rent for premises let by an Officer or Member in the ordinary course of their business; or

27.2.5 of any sum permitted to be paid under clause 22 or under a deed entered into under clause 22,

provided that any such payment, or any other payment permitted by this Constitution, made or proposed to be made to a Director, has been approved by the Board (in any generic or specific case).

27.3 Payments to Directors

The Company must not make any payments to its Directors other than the following:

27.3.1 reimbursement for reasonable travel (or an equivalent or lesser allowance) and other expenses incurred by them when engaged in the business of the Company, training, attending meetings or otherwise in carrying out the duties of a Director shall be paid where payment does not exceed any amount approved by the Board; and

27.3.2 payment for any service rendered to the Company in a professional or technical capacity outside the scope of the ordinary duties of a Director shall be made where the provision of that service has the prior approval of the Board and the amount payable is approved by a resolution of the Board and is on reasonable commercial terms.

28 DEDUCTIBLE GIFT RECIPIENT STATUS AND GIFT FUND

28.1 If the Company has been notified by the Commissioner that gifts and contributions to the Company will be an allowable deduction:

28.1.1 the Company must promptly notify the Commissioner of all amendments to this Constitution (if required by law); and

28.1.2 the Board must, if it is required to do so under the ITAA or chooses to do so, maintain a gift fund for the Objects of the Company:

(a) to which gifts of money or property for that purpose are to be made;

(b) to which any money received by the Company because of such gifts is to be credited; and

(c) that does not receive any other money or property.

28.2 Any Gift Fund:

28.2.1 must be kept in a bank account separate from the other accounts of the Company; and

28.2.2 will, unless the Board determines otherwise, be governed by this Constitution.

28.3 Upon any Gift Fund being wound up or if the endorsement (if any) as a deductible gift recipient is revoked, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it, will be transferred to an entity:

28.3.1 that has similar Objects to the Company which are Charitable;

- 28.3.2 that also prohibits the distribution of profit, income and assets to its members to at least as great an extent as provided in this Constitution; and
- 28.3.3 if the Company is endorsed by the Commissioner as a public benevolent institution and/or otherwise a deductible gift recipient — that is also endorsed as a public benevolent institution and/or otherwise a deductible gift recipient on the same basis,
- and the recipient is to be determined by the Board.
- 28.4 To the extent that the Company is not required to maintain a Gift Fund, on winding up of the Company or revocation of the Company's deductible gift recipient endorsement, any surplus gifts, fundraising contributions or money received because of them as set out in section 30-125(6)(b) of the ITAA must be transferred to a fund, authority or institution which is endorsed as a deductible gift recipient on the same basis as the Company was endorsed under that Act.
- 28.5 Without limiting clause 28.1, any funds given to the Company which are expressed by the donor to be for a specific purpose must only be used for that specific purpose in such manner as the Board determines.

PART 8: DEFINITIONS AND INTERPRETATION

29 DEFINITIONS

In this Constitution:

- 29.1 “**ACNC Act**” means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth).
- 29.2 “**Applicant**” means a person who applies to become a Member.
- 29.3 “**Board**” means the board of directors of the Company for the purposes of the Corporations Act and the ACNC Act being the whole or any number (not being less than a quorum) of the board of the Company for the time being acting as such in accordance with this Constitution.
- 29.4 “**By-Laws**” means by-laws of the Company made by the Board pursuant to this Constitution, and for the time being in force.
- 29.5 “**Chair**” means the person appointed by the Board pursuant to clause 14, who is to be a Director and office bearer, and entitled to be the Meeting Chairperson of general meetings of the Members and meetings of the Board.
- 29.6 “**Charitable**” means charitable under both the Victorian common law and the Commonwealth common law, as modified by the *Charities Act 2013* (Cth) while that Act remains in force.
- 29.7 “**Commissioner**” means the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the ITAA.
- 29.8 “**Company**” means the company established or continued in existence under this Constitution.
- 29.9 “**Constitution**” means this constitution as for the time being in force.
- 29.10 “**Corporations Act**” means the *Corporations Act 2001* (Cth).

- 29.11 “**Deputy Chair**” means each person appointed by the Board pursuant to clause 14, who is to be a Director and office bearer.
- 29.12 “**Director**” means a member of the Board.
- 29.13 “**Duties of the Officer**” includes, in any particular case where the Directors consider it appropriate, duties arising by reason of the appointment, nomination or secondment (in any capacity) of an Officer by the Company or, where applicable, a subsidiary of the Company, to any other corporation.
- 29.14 “**Employee**” means an individual employed by the Company, whether or not that individual is employed on a full-time, part-time, casual, sessional or other basis.
- 29.15 “**Gift Fund**” means a fund created in accordance with clause 28.
- 29.16 “**ITAA**” means *Income Tax Assessment Act 1997* (Cth).
- 29.17 “**Liability**” includes costs, charges, losses, damages, expenses and penalties.
- 29.18 “**Mambourin Enterprises Inc**” means Mambourin Enterprises Inc, being Victorian association number A0027184T incorporated under the *Associations Incorporation Reform Act 2012* (Vic) immediately before the Transfer Date, and which continues as the Company.
- 29.19 “**Member**” means a member for the time being of the Company appearing as such in the register of members.
- 29.20 “**Meeting Chairperson**” means the person who chairs a general meeting the meeting pursuant to clause 9.2 or 16.4, who may but might not necessarily be the Chair.
- 29.21 “**Objects**” means the objects contained in clause 1.
- 29.22 “**Officer**” means:
- 29.22.1 a Director;
 - 29.22.2 a company secretary; or
 - 29.22.3 a person:
 - (a) who makes, or participates in making, decisions that affect the whole, or a substantial part, of the affairs of the Company;
 - (b) who has the capacity to affect significantly the Company’s financial standing; or
 - (c) in accordance with whose instructions or wishes the Directors are accustomed to act (excluding advice given by the person in a proper performance of functions attaching to the person’s professional capacity or their business relationship with the Directors).
- 29.23 “**Person**” includes an individual, incorporated and unincorporated group or organisation, parts of incorporated and unincorporated groups or organisations and a company or incorporated entity.
- 29.24 “**Register**” means the register of Members of the Company.

- 29.25 **“To the Relevant Extent”** means:
- 29.25.1 to the extent the Company is not precluded by law from doing so;
 - 29.25.2 to the extent, and for the amount that the Officer is not otherwise entitled, to be indemnified and is not otherwise actually indemnified; and
 - 29.25.3 where the liability is incurred in or arising out of the conduct of the business of another corporation, or in the discharge of the duties of the Officer in relation to another corporation, to the extent and for the amount that the Officer is not entitled to be indemnified and is not actually indemnified out of the assets of that corporation.
- 29.26 **“Transfer Date”** means the date the Company was registered under the Corporations Act having taken a transfer of the incorporation of Mambourin Enterprises Inc.

30 INTERPRETATION

30.1 Interpretation rules

Unless the contrary intention appears in this Constitution:

- 30.1.1 words importing the singular include the plural, and words importing the plural include the singular;
- 30.1.2 words importing a gender include every other gender;
- 30.1.3 words used to denote persons generally or importing a natural person include any company, corporation, body corporate or other body (whether or not the body is incorporated);
- 30.1.4 a reference to a person includes that person’s successors, legal personal representatives and permitted transferees;
- 30.1.5 a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- 30.1.6 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- 30.1.7 headings and bold text are for convenience only and do not affect its interpretation; and
- 30.1.8 a Member is to be taken to be present at a general meeting if the Member is present in person or by proxy or attorney.

30.2 Application of the Corporations Act

- 30.2.1 This Constitution is to be interpreted subject to the Corporations Act. However, the rules that apply as replaceable rules to companies under the Corporations Act do not apply to the Company.

- 30.2.2 Unless the contrary intention appears, a word or expression in a clause that is defined in section 9 of the Corporations Act has the same meaning in this Constitution as in that section.