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Schofields Flying Club Limited
Constitution

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Corporations Act 2001 (Cth)
Public company limited by guarantee
Schofields Flying Club Limited

ACN 000 950 943

1 Nature of Company and liability

Nature of Company

1.1 The Company is a public company limited by guarantee.

Liability of Members and guarantee on winding up

1.2 The liability of the Members is limited. Every Member undertakes to contribute a maximum of \$20.00, to the assets of the Company if it is wound up while that person is a Member, or within one year afterwards, for:

1.2.1 payment of the Company's debts and liabilities contracted before they ceased to be a Member; and

1.2.2 costs and expenses of winding up.

2 Objects

2.1 The object of the Company is the promotion of the development of aviation and, for that purpose, the Company has the following objectives:

2.1.1 To be an association of persons interested in the encouragement and development of aviation in all its branches;

2.1.2 To provide flight and ground training services to individuals seeking to attain or maintain the privileges of flight licences and ratings;

2.1.3 To provide aircraft available for private hire, flight training or flight charter; and

2.1.4 To represent informed aviation opinion and advocacy in relation to matters concerning the application of or amendment to aviation regulation and service provision.

2.2 The Company will seek to achieve its object and objectives by:

2.2.1 Raising money to further the object and objectives of the Company and to secure sufficient funds for the pursuit of the objects of the Company.

2.2.2 Receiving any funds and to distribute these funds in a manner that best attains the object and objectives of the Company.

2.2.3 Doing such things as are incidental, convenient or conducive to the attainment of all or any of the object and objectives of the Company, including providing aviation and related Club services, whether through Club facilities or elsewhere, including hospitality, flight events or events of general aviation interest.

3 Membership

Membership

- 3.1 The Members of the Company are the Members as identified in the Company's Register of the Members as at the date of adoption of this constitution and such other persons as the Company admits to membership in accordance with this constitution.
- 3.2 All Members must do all of the following:
- 3.2.1 Pay any application fee determined in accordance with clause 5.1.
 - 3.2.2 Pay any annual subscription in accordance with clause 5.
 - 3.2.3 Otherwise comply with this Constitution.

Membership not transferable

- 3.3 A Member's rights, privileges and benefits of membership are personal to the Member and membership of the Company is not transferable, other than by operation of law.

4 Application for membership

Members

- 4.1 All Members must comply with the provisions of this constitution.

Form of application

- 4.2 An application for membership must comply with the following requirements:
- 4.2.1 It must be submitted by the applicant.
 - 4.2.2 It must be accompanied by such documents or evidence as to qualification for membership applied for as the Board may determine from time to time.

Admission to membership

- 4.3 The Board must consider an application for membership as soon as practicable after its receipt and determine, in its absolute discretion, the admission or rejection of the applicant.
- 4.4 The Board does not have to give reasons for rejecting an application.
- 4.5 If an applicant is accepted for membership the Secretary must notify the applicant of admission and the name and details of the applicant must be entered in the Register.

Register of Members

- 4.6 A register of the Members of the Company must be kept in accordance with the Corporations Act.
- 4.7 The following details must be entered in the Register in respect of each Member:
- 4.7.1 The full name and address of the Member.
 - 4.7.2 The date on which the entry of the Member's name in the Register is made.

- 4.8 The Register must also show the following information, which may be kept separately from the rest of the Register:
- 4.8.1 The name and details of each person who stopped being a Member within the last seven years.
 - 4.8.2 The date on which each such person stopped being a Member.
- 4.9 The Company may also keep further registers recording other information about Members that is not required to be kept under the Corporations Act.
- 4.10 The following details may be entered in a register referred to in clause 4.6:
- 4.10.1 The telephone number, facsimile number and email address (as applicable) of the Member.
 - 4.10.2 Such other information as the Board may require.
- 4.11 Each Member must notify the Secretary in writing of any change in that person's name, address, telephone or facsimile number or email address within one month after the change.
- 4.12 All Members other than Social and Outstation members must be in possession of an Aviation Reference Number (ARN)

5 Application fee and annual subscription

Application fee

- 5.1 The application fee payable by each applicant for Membership is such sum (if any) as the Board prescribes from time to time in respect of each category of Membership.

Annual subscription

- 5.2 The annual subscription payable by a Member is such sum (if any) as the Board prescribes from time to time in respect of each category of Membership.
- 5.3 All annual subscriptions are due and payable for one year in advance of the date of commencement of membership as listed in the Register of Members on the date of approval and within 28 days of the membership date each year thereafter.

Unpaid annual subscriptions

- 5.4 A Member ceases to be entitled to any of the rights or privileges of membership if the annual subscription of a Member remains unpaid for 14 days after it becomes payable.
- 5.5 A notice of default may be given to the Member specifying the amount which is payable but remains unpaid.
- 5.6 The rights or privileges of a membership may be reinstated on payment of all arrears if the Board thinks fit to do so.

Rights and Privileges of Membership

- 5.7 The following privileges of membership exist:
- 5.7.1 Clubhouse Access
 - 5.7.2 Airside Access
 - 5.7.3 Other Rights – Any residual rights or privileges not included in the above.
- 5.8 The Clubhouse Access privilege permits the bearer to seek use of:

- 5.8.1 Amenities within any company office or clubhouse facility that have been made available for use by the member
- 5.8.2 Any other feature made available to members of similar scope to the above
- 5.9 The Airside Access privilege permits the bearer to seek use of:
 - 5.9.1 Fixed amenities and resources on the airside of any airport borne facilities that the company has made available to the members.
 - 5.9.2 Services on the airside of any airport borne facilities that the company has made available to the members.
 - 5.9.3 Any other feature made available to members of similar scope to the above
- 5.10 The Other Rights privilege permits the bearer to seek use of any feature, service or amenity made available to members not covered by the above.
- 5.11 The privilege to seek hire of an aircraft offered for private hire by the company is solely part of the "Other Rights" privilege.
- 5.12 Nothing in this section gives a member the right to contravene a reasonable direction given by a member of the Company's staff.
- 5.13 Nothing in this section negates any rights the company may hold to refuse service or access to a specific resource or amenity.

Categories of Membership

- 5.14 The following categories of membership exist:

Full Membership

- 5.15 Full Membership bestows all rights or privileges defined in clause 5.7.

Associate Members

- 5.16 Associate members of the Company include—
 - 5.16.1 any members under the age of 15 years; and
 - 5.16.2 any other category of member as determined by special resolution at a general meeting and defined as such in this constitution
- 5.17 Associate members who do not also hold a full membership are not beholden to the guarantee of clause 1.2.
- 5.18 A Social or Outstation Associate Member must not vote but may have other rights as determined by the Board or by resolution at a general meeting.
- 5.19 A member is entitled to vote if—
 - 5.19.1 the member is a member other than a Social Associate Member or an Outstation Associate Member; and
 - 5.19.2 more than 60 business days have passed since he or she became a member of the Association; and
 - 5.19.3 the member's membership rights are not suspended for any reason.
- 5.20 The following categories of associate membership exist:
 - 5.20.1 Social Associate Membership
 - 5.20.2 Associate Membership

5.20.3 Alumni Associate Membership

5.20.4 Life Membership

Social Associate Membership

5.21 Social Associate Membership bestows the following rights and privileges as defined in this section:

5.21.1 Clubhouse Access

Outstation Associate Membership

5.22 Outstation Associate Membership bestows the following rights and privileges as defined in this section:

5.22.1 Clubhouse Access

5.22.2 Airside Access

Alumni Associate Membership

5.23 The first time a member completes a Diploma of Aviation (Commercial Pilots Licence) as a student of the Company, either directly, or through one of the Company's affiliated training organisations, that member is entitled to an Alumni Associate Membership.

5.24 Alumni Associate Membership bestows all rights and privileges defined in clause 5.7.

5.25 The membership fee due for an Alumni Associate Membership is included in the cost of the Diploma

5.26 Unless otherwise terminated through another clause of this constitution, Alumni Associate Membership automatically terminates 5 years after issue.

Temporary Membership

5.27 International students undertaking study through the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) are entitled to a Temporary Membership

5.28 Temporary Memberships are non-voting memberships and do not include general meeting access

5.29 Temporary Membership bestows the following rights and privileges as defined in this section:

5.29.1 Clubhouse Access

5.29.2 Airside Access

Life Memberships

5.30 The board may award a Life Membership to a member through motion at a board meeting with the support of a two-third majority of all board members.

5.31 Life membership bestows all rights and privileges defined in clause 5.7.

5.32 There can be no membership fee due for a Life membership.

6 Removal and Cessation of Membership

Resignation

- 6.1 A Member may resign from membership of the Company by giving written notice to the Secretary.
- 6.2 The resignation of a Member is deemed to take effect from the date of receipt of the notice of resignation or such later date as is provided in the notice.
- 6.3 If a person chooses to resign from membership, any paid up annual subscription will be foregone by the Member.

Other cessation of membership

- 6.4 A Member ceases to be a Member immediately upon:
any Termination Event occurring in respect of the Member, and any paid-up annual subscription will be foregone by the Member.

Removal from Membership

- 6.5 The Board may by resolution remove a Member from the Register if:
 - 6.5.1 The Member is in breach of a provision of this constitution; or.
 - 6.5.2 Any act or omission of the Member is, in the opinion of the Board, unbecoming of a Member, or prejudicial to the interests or reputation of the Company.
- 6.6 The Board must provide at least two months' written notice to a Member of its intention to consider a resolution to remove that Member from the Register, so as to enable the Member to exercise his or her rights under clause 6.7.
- 6.7 Where a Member is given a notice under clause 6.6, he or she may require that the matter be considered and determined by a general meeting of Members. A Member may only exercise his or her rights under this clause prior to the expiry of the period stipulated in the notice given under clause 6.6, and must do so by giving written notice to the Company accompanied by any written representations which the Member wishes to make in relation to the matter and a request that the representations be notified to Members of the Company.
- 6.8 If the Company receives a notice from a Member which meets all the requirements of clause 6.7 then, unless the Board determines in its discretion to withdraw the notice given under clause 6.6, the Board must:
 - 6.8.1 Convene a general meeting of Members to consider the Board's proposal to remove the relevant Member from the Register;
 - 6.8.2 State (if applicable) that the Member has made representations in relation to that proposal in the notice of the general meeting given to Members; and
 - 6.8.3 Send a copy of the representations (if applicable) to every Member of the Company to whom the notice of the meeting is sent.

A separate general meeting need not be convened under this clause, and a proposal to remove a Member from the Register may be dealt with at any general meeting whether or not other business is also conducted.

- 6.9 Copies of the representations received under clause 6.7 need not be given to Members if the Board is satisfied on reasonable grounds that the rights conferred by that clause are being abused, including to secure needless publicity for a defamatory matter.
- 6.10 The Board does not have to give reasons for the removal of any Member from the Register.

- 6.11 The Board must not pass a resolution under clause 6.5 in relation to Member if:
- 6.11.1 The relevant Member has exercised his or her rights under clause 6.7 and the matter is yet to be considered by a general meeting of Members;
 - 6.11.2 The Board has withdrawn the relevant notice under clause 6.6; or
 - 6.11.3 An ordinary resolution of Members is passed directing it not to pass such a resolution.

7 No profits for members

Transfer of income or property

- 7.1 The Company may not pay or transfer any income or property, directly or indirectly to any Member.
- 7.2 The Company must not pay a dividend to any Member.

Payments, services and information

- 7.3 Nothing in clause 7.1 prevents the Company making a payment in good faith of any of the following:
- 7.3.1 An amount pursuant to clause 12 in the case of a Member who is also a Director and/or Secretary.
 - 7.3.2 Reasonable and proper remuneration to any Member in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual course of business of the Company.
 - 7.3.3 Interest on money borrowed from any Member at a rate not exceeding a rate approved by the Board on money borrowed by the Company.
 - 7.3.4 Reasonable and proper rent for premises, aircraft or chattel leased or licensed by any Member to the Company.
 - 7.3.5 Reimbursement of out-of-pocket expenses reasonably and properly incurred by any Member on the Company's behalf where the amount does not exceed an amount approved by the Board.
 - 7.3.6 An amount pursuant to clause 16 (Indemnity and insurance).
- 7.4 Nothing in this clause 7.1 prevents the Company from selling any property to a Member for an amount which is or exceeds its fair market value and otherwise on terms which are no less favourable to the Company than arm's length terms. The Board may obtain and rely on an independent valuation of the relevant property for this purpose.

8 General meetings

Convening of meetings by Directors

- 8.1 Any Director may convene a general meeting.

Convening of meetings by Members

- 8.2 The Board must call and arrange to hold a general meeting if required to do so under the Corporations Act.

Notice of general meeting

- 8.3 The Board may give notice of a general meeting by any form of communication permitted by the Corporations Act.
- 8.3.1 The notice of a general meeting must specify the place, the day and the hour of meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate the meeting, the general nature of the business to be transacted and any other matters as are required by the Corporations Act.
- 8.3.2 The accidental omission to give notice of any general meeting to, or the non-receipt of a notice by, a person entitled to receive notice does not invalidate a resolution passed at the general meeting.
- 8.4 A Director is entitled to receive notice of and attend a general meeting.
- 8.5 A Member may waive notice of a general meeting by written notice to the Company.
- 8.6 A Member who has not duly received notice of a general meeting may, before or after the meeting, notify the Company of the Member's agreement to anything done.
- 8.7 A Member's attendance at a meeting of Members waives any objection which that person may have had to a failure to give notice, or the giving of a defective notice, of the meeting, unless the Member at the beginning of the meeting objects to the holding of the meeting.

Cancellation of general meetings

- 8.8 The Board may cancel a general meeting, other than a general meeting which the Board is required to convene and hold under the Corporations Act.
- 8.9 Subject to the Corporations Act, the Company may by resolution of the Board cancel or postpone a general meeting or change the place for the meeting, prior to the date of which the meeting is to be held.
- 8.10 The Company may give notice of a cancellation or postponement or change of place of a general meeting as the Board resolves. Failure to give notice of a cancellation or postponement or change of place of a meeting of Members or the failure to receive any notice of the meeting does not invalidate the cancellation, postponement or change of place of a meeting or anything done (including the passing of a resolution) at a postponed meeting or the meeting at the new place.
- 8.11 The only business that may be transacted at a general meeting the holding of which is postponed is the business specified in the original notice calling the meeting.

Quorum at general meetings

- 8.12 The Members at a general meeting may not transact any business except, subject to clause 8.19, the election of a chairperson unless a quorum of Members is present in person or by proxy at the time when the meeting proceeds to business.
- 8.13 Each Member present by proxy may only be counted once towards the quorum. If a Member has appointed more than one proxy, only one of them may be counted towards a quorum.
- 8.14 The chairperson of a general meeting may require a person acting as a proxy of a Member at that meeting to establish to the chairperson's satisfaction that the person is the person who is duly appointed to act. If the person fails to satisfy this requirement, the chairperson may exclude the person from attending or voting at the meeting.
- 8.15 A minimum of seven (7) Members entitled to vote in person or by proxy at the meeting at the time is a quorum.
- 8.16 If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the chairperson:
- 8.16.1 If the meeting was convened by or on the requisition of Members, it must be

dissolved.

- 8.16.2 Otherwise, it must stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Board.
- 8.17 If a meeting has been adjourned to another time and place determined by the Board, not less than seven days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.

Quorum at adjourned general meetings

- 8.18 At the adjourned meeting seven (7) of Members present in person or by proxy is a quorum but if a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

Appointment of a chairperson

- 8.19 Every general meeting must be chaired by a chairperson. The chairperson will be determined as follows:
- 8.19.1 If the Directors have appointed a President, that person is entitled to chair every general meeting.
- 8.19.2 The Directors present at a general meeting must elect one of their number to chair that meeting if the President is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act.
- 8.19.3 The Members present in person or by proxy at a general meeting must elect one of the Members present in person to chair that meeting if any of the following applies:
- (a) The President is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act.
 - (a) There are no Directors present within 15 minutes after the time appointed for the holding of the meeting.
 - (b) All Directors present decline to elect one of their number to chair the meeting, or the person so elected is unwilling to act.

Chairperson's powers

- 8.20 The chairperson may temporarily vacate the chair at a general meeting in favour of another person present at any time nominated by him or her and for any reason he or she sees fit, and must do so if the Members are voting on the chairperson's election or re-election as a Director.
- 8.21 The chairperson may determine the procedures to be adopted for proper and orderly discussion or debate at the meeting, and the casting or recording of votes at the meeting.
- 8.22 The chairperson may make rulings without putting the question (or any question) to the vote if that action is required to ensure orderly conduct of the meeting.
- 8.23 The chairperson may, subject to the Corporations Act, at any time terminate discussion or debate on any matter being considered at the meeting and require that matter to be put to a vote.
- 8.24 The chairperson may refuse to allow debate or discussion on any matter which is not business referred to in the notice of that meeting or is not business of the meeting permitted pursuant to the Corporations Act without being referred to in the notice of meeting.
- 8.25 Subject to the terms of this constitution regarding adjournment of meetings, the chairperson's ruling on all matters relating to the order of business, procedure and conduct of the general meeting is final.

- 8.26 The chairperson may, in his or her absolute discretion, refuse any person admission to a general meeting, or expel the person from the general meeting and not permit them to return, if the chairperson reasonably considers that the person's conduct is inappropriate. Inappropriate conduct in a general meeting includes:
- 8.26.1 The use of offensive or abusive language which is directed to any person, object or thing.
 - 8.26.2 Attendance at the meeting while under the influence of any kind of drug, or using or consuming any drug at the meeting, including any alcoholic substance.
 - 8.26.3 Possession of any article, including a recording device or other electronic device or a sign or banner, which the chairperson considers is dangerous, offensive or disruptive or likely to become so.
- 8.27 The chairperson may delegate any power conferred by clauses 8.20 to 8.26 to any person.
- 8.28 Nothing contained in clauses 8.20 to 8.26 limits the powers conferred by law on the chairperson.

Adjournment of meetings

- 8.29 The chairperson may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered at the meeting or any discussion or debate, either to a later time at the same meeting or to an adjourned meeting to be held at the time and place determined by the chairperson.
- 8.29.1 The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
 - 8.29.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
 - 8.29.3 Except when a meeting is adjourned for 30 days or more, it is not necessary to give a notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting on show of hands

- 8.30 At a general meeting a resolution put to the vote of the meeting must be decided on a show of hands, unless a poll is demanded before that vote is taken or before the result is declared or immediately after the result is declared.
- 8.31 If a poll is not duly demanded, a declaration by the 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, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Demand for a poll

- 8.32 A poll may be demanded in accordance with the Corporations Act.
- 8.33 The demand for a poll may be withdrawn.
- 8.34 The demand for a poll does not prevent the continuance of a meeting for the transaction of business other than the question on which a poll is demanded.
- 8.35 If a poll is duly demanded, it must be taken in the manner and, except as to the election of a chairperson or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at

which the poll is demanded.

- 8.36 A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.

Voting of Members

- 8.37 Subject to this constitution, the Board may determine other means (including electronic) permitted by law for the casting and recording of votes by Members present in person or by proxy on any resolution to be put at a general meeting.
- 8.38 Subject to this constitution, on a show of hands every Member present in person or by proxy has one vote.
- 8.39 On a poll every Member present in person or by proxy has one vote.
- 8.40 If a proxy of a Member purports to vote in a way or circumstances that contravene the Corporations Act, on a show of hands the vote of that proxy is invalid, and the Company must not count it. If a poll is demanded, votes which the Corporations Act require a proxy of a Member to cast in a given way must be treated as cast in that way.

Vote of the chairperson at general meetings

- 8.41 The chairperson of a general meeting is not entitled to a second or casting vote

Objections to voter qualification

- 8.42 No objection may be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- 8.43 An objection to the qualification of a voter must be referred to the chairperson, whose decision, made in good faith, is final.
- 8.44 A vote not disallowed according to an objection as provided in this constitution is valid for all purposes.

Mode of meeting for Members

- 8.45 A general meeting may be called or held using any technology consented to by resolution of the Members. The consent may be a standing one. A Member may only withdraw their consent within a reasonable period before the meeting. The Members may otherwise regulate their meetings as they think fit.
- 8.46 Directors and Members are entitled to speak at a general meeting.
- 8.47 A person requested by the Board to attend a general meeting is entitled to speak at that meeting.
- 8.48 The Board shall not pass any resolutions during the Annual General Meeting notice period, unless by unanimous vote.

9 Management

- 9.1 The Management of the company is delegated by the Board to the Executive Team.
- 9.2 The positions of the Executive Team, including but not limited to the Chief Executive Officer (CEO) and Head of Operations (HoO) may only be appointed or terminated by a unanimous decision of the Board.
- 9.3 Contract renewal and/or review of the Executive Team will be by majority resolution of the Board. Contract renewal and/or review of the Executive Team that constitutes a material

degradation of remuneration and/or working conditions will be by unanimous Board resolution.

10 Proxies and representatives Appointment of proxies

Proxies and representatives of Members

- 10.1 A Member may appoint a proxy to attend and to vote at a general meeting on his or her behalf.
- 10.2 A document appointing a person as proxy must be in writing, in any form permitted by the Corporations Act or in any form (including electronic) which the Board may determine or accept, and signed by the Member making the appointment.
- 10.3 The document appointing a person as proxy may specify the manner in which the person is to vote in respect of a particular resolution and, where the document so provides, the person is not entitled to exercise the proxy to vote on the resolution except as specified in the document.
- 10.4 Except as expressly provided by the document appointing a proxy and as provided by the Corporations Act, an appointment of a proxy confers authority to do all things that the Member can do in respect of a general meeting.

Verification of proxies

- 10.5 Before the time for holding the meeting or adjourned meeting at which a person proposes to vote as proxy for a Member, the document appointing the person as proxy must be deposited with the Company.
- 10.6 That document must either be:
- 10.6.1 received at the Company's Office, at a fax number at the Office or at another place, fax number or electronic address specified for that purpose in the notice convening the meeting not less than 24 hours before the time for holding the meeting; or
 - 10.6.2 produced to the chairperson of the meeting before the person votes as proxy.
- 10.7 If a general meeting is adjourned:
- 10.7.1 any appointment of a person as a proxy remains valid when the meeting resumed; and
 - 10.7.2 an appointment received by the Company at least 24 hours before the resumption of the meeting is effective for the resumed part of the meeting.

Validity of proxies

- 10.8 A proxy document is invalid if it is not deposited or produced prior to a meeting or a vote being taken as required by this document.

Revocation of appointment of proxy

- 10.9 A vote given in accordance with the terms of a proxy document is valid despite the revocation of the instrument or of the authority under which the instrument was executed, if no notice in writing of that revocation has been received by the Company at the Company's Office before the commencement of the meeting or adjourned meeting at which the document is used.

11 Appointment and retirement of directors

Number of Directors

- 11.1 The number of Directors must not be less than three nor more than five, unless otherwise determined in accordance with this constitution.
- 11.2 Subject to clause 11.3 and 11.4, the Company may, by ordinary resolution, appoint any person as a Director.

Eligibility for appointment as a Director

11.3 A Director must be a Member of the Company at the time of his or her appointment.

No Alternate Directors

11.4 Directors cannot appoint alternate directors.

Director Nominations

11.5 Nominations of candidates for appointment as Member Elected Directors shall:

11.5.1 be called not less than 50 days before the Annual General Meeting

11.5.2 close not less than 36 days before the Annual General Meeting

11.6 If after the close of nominations, the number of candidates for vacancies is equal or less than the number of positions to be filled:

11.6.1 a ballot shall not be conducted

11.6.2 the candidate will automatically be appointed as a Director at the conclusion of the Annual General Meeting

11.6.3 each Member to receive a notice of the Annual General Meeting shall be given notice that:

(a) the ballot for the appointment of Member Elected Directors will not be held

(b) sets out the name of each candidate

(c) states that the candidate will automatically be appointed as a Director at the conclusion of the Annual General Meeting

Term of appointment of Directors

11.7 At each annual general meeting of the Company the following Directors must retire from office:

11.7.1 Each Director who would otherwise have held office without re-election beyond the third annual general meeting following the Director's appointment, or for at least three years, whichever is the longer period; and

11.7.2 Each Director who was appointed to fill a casual vacancy on the Board since the previous annual general meeting.

11.8 Not Used.

11.9 A Director retiring at an annual general meeting who is not disqualified by law or this constitution from being reappointed is eligible for re-election and may act as a Director throughout the meeting at which that Director retires.

Casual vacancies

11.10 The Board may at any time appoint a person to be a Director, either to fill a casual vacancy or as an addition to the existing number of Directors. The total number of Directors may not exceed the number fixed in accordance with this constitution.

11.11 A Director appointed under clause 11.8 holds office only until the next annual general meeting after the appointment and is then eligible for re-election.

Removal from office

- 11.12 The Company may by ordinary resolution remove a Director from office and may by ordinary resolution appoint another person as a replacement.
- 11.13 A person appointed to replace a Director removed from office must retire as a Director at the time ascertained as if the person became a Director on the day on which the Director removed from office was elected or appointed or last re-elected or re-appointed as a Director.

Vacation of office

- 11.14 In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act, the office of Director immediately becomes vacant if any of the following occurs:
- 11.14.1 A Termination Event occurs in relation to the Director.
 - 11.14.2 The Director is absent from Board meetings over a consecutive period of three months without consent of the Board (which may be given after the absence).
 - 11.14.3 The Director becomes prohibited from being a Director under the Corporations Act.
 - 11.14.4 The Director resigns by notice in writing to the Company.
 - 11.14.5 The Director retires pursuant to clauses 11.5 and is not re-elected.
 - 11.14.6 The Director ceases to be Member.

12 Fees and expenses of Directors and Officers

Determination of fees

- 12.1 The Members determine fees payable to Directors, if any, by special majority resolution at a general meeting;
- 12.2 The Board determines fees payable to an Officer of the Company.
- 12.3 Fees paid in accordance with clause 12.1 accrue from day to day.

Additional services rendered

- 12.4 A Director and/or Officer may be paid a fee in return for any extra services actually rendered to the Company in a professional or technical capacity (other than within his or her ordinary duties as a Director or Officer):
- 12.4.1 with the prior approval of the Board; and
 - 12.4.2 where the amount payable does not exceed a commercially reasonable amount.
- 12.5 A fee payable in accordance with clause 12.4 may be paid either by fixed sum or salary determined by the Board.

Payment for expenses

- 12.6 Each Director and/or Officer may be reimbursed for out-of-pocket expenses reasonably and properly incurred by the Director or Secretary in connection with Company business (including travel and accommodation expenses). Alternatively, the Company may pay such amounts on the Director or Officer's behalf.

Payments for insurance

- 12.7 An insurance premium in respect of a contract insuring a Director and/or Secretary for a liability incurred as an officer of the Company may be paid by the Company where the Board

has approved the payment of the premium.

13 Powers of the Board

- 13.1 The Board may exercise all those powers of the Company as are not, by the Corporations Act or by this constitution, required to be exercised by the Members in general meeting or otherwise.

14 Proceedings of directors

Convening of Board meetings

- 14.1 A Director may at any time, and a Secretary must on the requisition of a Director, convene a Board meeting.

Notice of Board meetings

- 14.2 The person convening a Board meeting must ensure that notice of the Board meeting is given to each Director at least 21 days before the meeting or at another time determined by unanimous Board resolution, except:
- 14.2.1 All Directors may waive the required period of notice for a particular meeting.
 - 14.2.2 It is not necessary to give a notice of a meeting of Directors to a Director who is out of Australia or who has been given leave of absence by the Board, and such a waiver of the required period of notice for a particular meeting will be effective even if not given by such a Director.
 - 14.2.3 Subsequent to the notice of meeting under 14.2, an Agenda for the meeting shall be distributed the board no later than 48 hours before the meeting or at another time determined by unanimous Board resolution.

Mode of meeting for Directors

- 14.3 A Board meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw their consent within a reasonable period before the meeting. The Board may otherwise regulate its meetings as they think fit.

Quorum at Board meetings

- 14.4 At a Board meeting, the number of Directors whose presence is necessary to constitute a quorum is:
- 14.4.1 if there is an even number of Directors, one half that number; and
 - 14.4.2 if that number is not an even number, then the quorum is a majority of the Directors.
- 14.5 If the number of Directors is reduced below the number necessary for a quorum of Directors, the continuing Director or Directors may act only to:
- 14.5.1 appoint additional Directors to the number necessary for a quorum; or
 - 14.5.2 convene a general meeting of the Company.

Voting at Board meetings

- 14.6 Subject to clause 14.11, the Board must determine any questions arising at a Board meeting by a majority of votes of Directors present and voting.
- 14.7 Subject to clause 14.13, each Director present in person has one vote on a matter arising at a Board meeting.

Appointment of office bearers

- 14.8 Immediately following each annual general meeting, the first item of business of the Board is the appointment of office bearers including:
- 14.8.1 the appointment of one Director as President, for any period and on any terms (including, subject to clause 12 as to remuneration) as the Board resolves. The Board may vary or terminate the appointment of President of the Company at any time, with or without cause; and
 - 14.8.2 subject to clause 15 the Board must appoint a Company Secretary.

Appointment of a chairperson

- 14.9 The President is entitled to chair every Board meeting.
- 14.10 The Directors present at a Board meeting must elect one of their number to chair that meeting if either of the following applies the President is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act.

Chairperson's vote at Board meetings

- 14.11 Subject to the Corporations Act, in case of an equality of votes on a resolution at a Board meeting, the chairperson of that meeting has a casting vote on that resolution in addition to any vote he or she has in his or her capacity as a Director in respect of that resolution, but only if the chairperson is entitled to vote on the resolution and more than two other Directors are present and entitled to vote on the resolution.

Participation where Directors interested

- 14.12 Each Director must comply with Corporations Act in relation to the disclosure of the Director's interests.
- 14.13 A Director who has a material personal interest in a matter that is being considered at a Board meeting must not be present while the matter is being considered at the meeting nor vote on the matter, except where permitted by the Corporations Act.
- 14.14 If a Director has an interest in a matter then, subject to clause 14.13:
- 14.14.1 Resolutions passed by the Board must be by unanimous vote where a director has a material personal interest in a matter that is being considered by the Board, excluding the vote of the Director with personal interest.
 - 14.14.2 Any related parties to the Director under this subsection must also be excluded from voting. Related parties are defined as any family member, or persons that hold any form of financial partnership with the Director.
 - 14.14.3 The Director may retain the benefits pursuant to any transaction that relates to the interest even though the Director has the interest, only if the interest was disclosed in accordance with clause 14.12 before the transaction was entered into.
 - 14.14.4 The Company cannot avoid any transaction that relates to the interest merely because of the existence of the interest.
- 14.15 If there are not enough Directors to form a quorum as a result of one or more Directors having an interest which disqualifies him, her or them from voting, then one or more of the Directors (including those who have the disqualifying interest in the matter) may convene a general meeting of Members and the general meeting may pass a resolution to deal with the matter.

No disqualification

- 14.16 Subject to compliance with the Corporations Act, a Director or any entity in which the Director has a direct or indirect interest (as applicable) may:
- 14.16.1 Enter into a contract or arrangement with an Associated Party.
 - 14.16.2 Hold any office or place of profit (other than auditor) in an Associated Party.
 - 14.16.3 Act in a professional capacity (or be a member of a firm that so acts) other than as auditor of an Associated Party.
 - 14.16.4 Be a member, creditor or otherwise be interested in (other than an auditor) of an Associated Party.
- 14.17 Despite the fiduciary nature of a Director's office and the Director's fiduciary obligations:
- 14.17.1 Any contract or arrangement entered into in accordance with clause 14.16.1 by the Director or any entity in which the Director has a direct or indirect interest is not invalid or voidable.
 - 14.17.2 A Director may do any of the things specified in clause 14.16 without any liability to account to the Company or any other person for any direct or indirect benefit accruing to the Director or any entity in which the Director has a direct or indirect interest.

Exercise of rights

- 14.18 If the Company holds or owns membership, shares or other interests in another body corporate, trust or other entity, the Board may exercise any and all voting rights conferred by the membership, shares or interests in any manner they consider fit.

Delegation of powers

- 14.19 Subject to clause 14.25, the Board may delegate any of its powers to any person for any period and on any terms (including the power to further delegate) as the Board resolves. This includes delegating any of the Board's powers to Directors or other officers, or sub-committees consisting of Directors or other persons (as the Board sees fit), to act in Australia or elsewhere.
- 14.20 The Board may revoke or vary any power so delegated.
- 14.21 A sub-committee's exercise of a power in accordance with this constitution is to be treated as the exercise of that power by the Board.
- 14.22 A sub-committee or delegate must conform to the directions of the Board in the exercise of any powers delegated to it.

Sub-committees of the Board

- 14.23 Subject to clause 14.24, the Board may establish such sub-committees to provide advice and recommendations to the Board on specified matters, including ensuring the proper governance of the Company and the achievement of its objects, among any other functions determined by the Board.
- 14.24 The Board may, with respect to a Sub-committee:
- 14.24.1 Specify in writing from time to time the terms of reference and functions of the Sub-committee.
 - 14.24.2 Appoint such persons as they consider appropriate to the Sub-committee (including, if thought fit, one or more Directors), and remove any such person from the Sub-committee at any time by written notice.

- 14.24.3 Specify the period and conditions (including, subject to clause 12, as to remuneration, if any) of any such appointment to the Sub-committee.
- 14.24.4 Terminate any Sub-committee established under clause 14.23 at any time.
- 14.25 For clarity, the Board cannot delegate its responsibility as a Board under this constitution or the Corporations Act.

Proceedings of Sub-committees

- 14.26 Except as provided in a direction of the Board, the meetings and proceedings of a Sub-committee of the Board will be governed by the provisions of this constitution, in so far as they are applicable, as if meetings and proceedings of the Sub-committee are meetings and proceedings of the Board.

Validity of acts of Directors

- 14.27 All acts done by a Board meeting or of a sub-committee of the Board or by a person acting as a Director are valid even if it is later discovered that there is a defect in the appointment of a person to be a Director or a member of the subcommittee or that they or any of them were disqualified or were not entitled to vote.

Minutes

- 14.28 The Board must cause minutes of all proceedings and resolutions of general meetings, of Board meetings and of Sub-committees of the Board to be entered, within one month after the relevant meeting is held, in books kept for the purpose.
- 14.29 The Board must within a reasonable time after the meeting, cause all minutes, except resolutions in writing treated as determinations of the Board, to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.

Resolution in writing

- 14.30 A resolution in writing signed by all Directors who are entitled to vote on the resolution (excluding Directors who have requested and been given leave of absence by the Board) is to be treated as a determination of the Board passed at a Board meeting duly convened and held.
- 14.30.1 A resolution in writing may consist of several documents in like form, each signed by one or more Directors and if so signed it takes effect on the latest date on which a Director signs one of the documents.
- 14.30.2 In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of Directors is to be treated as a resolution in writing and a document bearing a facsimile of a signature is to be treated as signed.

15 Secretary

- 15.1 The Board may appoint a Secretary and may at any time terminate the appointment with or without cause.
- 15.2 The Board may determine the terms and conditions of appointment of a Secretary, including (subject to this constitution) remuneration.

16 Indemnity and insurance

Indemnity

- 16.1 Every Director or Secretary and past Director or Secretary of the Company is entitled to be indemnified by the Company, to the fullest extent permitted by law, against a liability incurred by that person as an officer of the Company or a subsidiary of the Company, including without limitation legal costs and expenses incurred in defending an action.

Insurance premiums

- 16.2 The Company may pay the premium on a contract insuring a person who is or has been a Director or Secretary of the Company to the fullest extent permitted by law.

17 Seals and execution of documents

Custody of Seal

- 17.1 If the Company has one, the Board must provide for the safe custody of the Seal.

Execution of documents

- 17.2 If the Company has a common seal, the Company may execute a document by affixing the Seal to the document where the fixing of the Seal is attested:
- 17.2.1 by two Directors;
 - 17.2.2 by a Director and the Secretary; or
 - 17.2.3 by a Director and some other person appointed by the Board for the that purpose.
- 17.3 Without limiting any other manner in which the Company may execute a document as provided by law, the Company may execute a document without the use of a seal if the document is signed on behalf of the Company:
- 17.3.1 by two Directors;
 - 17.3.2 by a Director and a Secretary; or
 - 17.3.3 by a Director and some other person appointed by resolution of the Board for the purpose.
- 17.4 The Board may determine the manner in which, and the persons by whom, cheques and other negotiable or transferable instruments, and receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed by or on behalf of the Company.

Official seals

- 17.5 The Company may have for use in place of the Seal outside the jurisdiction where the Seal is kept one or more official seals, to be used in accordance with procedures approved by the Board.

18 Surplus assets on winding up or dissolution

- 18.1 Upon the winding up or dissolution of the Company, any remaining property after satisfaction of all debts and liabilities, will not be paid to or distributed among the Members, but will be given or transferred to some other institution or company which satisfies both of the following requirements:
- 18.1.1 It has objects similar to the objects of the Company.
 - 18.1.2 Its constituent documents prohibit the distribution of its income and property among its members on terms substantially to the effect of clause 7.

- 18.1.3 If there are no other institutions or companies which meet the requirements of clauses 18.1.1 or 18.1.2 to one or more institutions or companies, the objects of which are the promotion of charity and gifts which are allowable deductions pursuant to the *Income Tax Assessment Act 1997* (Cth).
- 18.1.4 This is to be determined by the Members at or before the time of winding up or dissolution of the Company and, in default of any determination, by the Supreme Court of the State or Territory in which the Office is located.

19 Accounts, audit and records

Accounts

- 19.1 The Board must cause proper accounting and other records to be kept in accordance with the Corporations Act.

Reports

- 19.2 To the extent required by the Corporations Act, the Board must cause the company to:
- 19.2.1 Prepare financial reports in accordance with the Corporations Act.
- 19.2.2 Prepare directors' reports in accordance with the Corporations Act.
- 19.2.3 Notify each Member of the Member's right to receive reports from the Company.
- 19.2.4 Provide members with reports, in a form and within such timeframe as may be required by the Corporations Act.

Audit

- 19.3 A registered company auditor must be appointed. The remuneration of the auditor must be fixed, and the auditor's duties regulated in accordance with the Corporations Act.

Rights of inspection

- 19.4 Subject to the Corporations Act:
- 19.4.1 The Board may (acting reasonably) 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 are open to the inspection of Members other than Directors, and 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.
- 19.4.2 Despite clause 19.4.1, the Board may refuse access to a document where the Board (acting reasonably) considers that such access would or would be likely to cause the Company to lose the benefit of any form of evidentiary privilege, including legal professional privilege.

20 Notices

Persons authorised to give notices

- 20.1 A notice by either the Company or a Member in connection with this constitution may be given on behalf of the Company or Member by a solicitor, director or company secretary of the Company or Member.
- 20.2 The signature of a person on a notice given by the Company may be written, printed or stamped.

Method of giving notices

- 20.3 In addition to the method for giving notices permitted by the Corporations Act, a notice by the Company or a Member in connection with this constitution may be given to the addressee by any of the following means:
- 20.3.1 By delivering it to a street address of the addressee.
 - 20.3.2 By sending it by prepaid ordinary post (airmail if outside Australia) to a street, postal or registered address of the addressee.
 - 20.3.3 By sending it by facsimile or email to the facsimile number or email address of the addressee.

Addresses for giving notices to Members

- 20.4 The street, postal or registered address of a Member is the street, postal or registered address of the Member shown in the Register.
- 20.5 The facsimile number or email address of a Member is the number which the Member may specify by written notice to the Company as the facsimile number or email address to which notices may be sent to the Member.

Address for giving notices to the Company

- 20.6 The street and postal address of the Company is that of the Office.
- 20.7 The facsimile number or email address of the Company is the number which the Company may specify by written notice to the Members as the facsimile number or email address to which notices may be sent to the Company.

Time notice of meeting is given

- 20.8 A notice of meeting given in accordance with this constitution is to be taken as given, served and received at the following times:
- 20.8.1 If delivered in person to the street address of the addressee, at the time of delivery.
 - 20.8.2 If it is sent by post to the street, postal or registered address of the addressee, in accordance with clause 20.9.2
 - 20.8.3 .In accordance with clause 20.9.3

Time other notices are given

- 20.9 A notice given in accordance with this constitution is to be taken as given, served and received at the following times:
- 20.9.1 If delivered in person to the street address of the addressee, at the time of delivery.
 - 20.9.2 If it is sent by post to the street, postal or registered address of the addressee, on the 2nd (5th if outside Australia) business day after posting.
 - 20.9.3 If sent by facsimile or email to the facsimile number or email address of the addressee, at the time transmission is sent, provided that in the case of notice to the Company or a Director, the sender meets any action required by the recipient to verify the receipt of the document by the recipient.

Proof of giving notices

- 20.10 The sending of a notice by facsimile or email and the time of completion of transmission may be proved conclusively by production of the relevant one of the following:

- 20.10.1 A transmission report by the facsimile machine from which the notice was transmitted which indicates that a facsimile of the notice was sent in its entirety to the facsimile number of the addressee.
- 20.10.2 A print out of an acknowledgment of receipt of the email or equivalent proof that the email was successfully transmitted.

Persons entitled to notice of meeting

- 20.11 Notice of every general meeting must be given by a method authorised by this constitution to all of the following persons:
- 20.11.1 Every Member.
- 20.11.2 Every Director.
- 20.11.3 The auditor for the time being of the Company, if any.
- 20.12 No other person is entitled to receive notices of general meetings.

21 Definitions and interpretation

Definitions

- 21.1 In this constitution the following definitions apply:

Board means Directors acting as the board of the Company.

President means the Director elected under clause 14.8 and 14.9 to preside as chairperson.

Company means Schofield's Flying Club Limited ACN 000 950 943

Corporations Act means the Corporations Act 2001 (Cth).

Director means a person who is, for the time being, occupying the position of a director of the Company.

Member means a natural person who is entered on the Register as a Member of the Company.

Office means the registered office of the Company.

Register means the register of Members kept by the Company under the Corporations Act.

Seal means, if the Company has one, the common seal of the Company.

Secretary means a person appointed to perform the duties of a secretary of the Company.

Termination Event means the death or bankruptcy of the person or the person becoming of unsound mind or becoming a person whose property is liable to be dealt with under a law about mental health.

Interpretation

- 21.2 In this constitution, unless the context otherwise requires:

21.2.1 A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this constitution.

21.2.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.

- 21.2.3 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this constitution.
- 21.2.4 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 21.2.5 A word which indicates the singular indicates the plural, a word which indicates the plural indicates the singular, and a reference to any gender indicates the other genders.
- 21.2.6 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.
- 21.2.7 A reference to 'dollars' or '\$' means Australian dollars.
- 21.2.8 References to the word 'include' or 'including' are to be interpreted without limitation.
- 21.2.9 A reference to a time of day means that time of day in the place where the Office is located.
- 21.2.10 A reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place where the Office is located.
- 21.2.11 Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.
- 21.2.12 A term of this constitution which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

References to this constitution

- 21.3 A reference to this constitution, where amended, means this constitution as so amended.

Replaceable rules

- 21.4 Each of the provisions of the Corporations Act which would but for this clause apply to the Company as a replaceable rule within the meaning of the Corporations Act are displaced and do not apply to the Company.

Application of Corporations Act

- 21.5 Unless the context otherwise requires,
- 21.5.1 An expression used but not defined in this constitution has the same meaning given in the Corporations Act.
- 21.5.2 Where an expression referred to in clause 21.5.1 has more than one meaning in the Corporations Act and a provision of the Corporations Act deals with the same matter as the relevant clause of this constitution, the expression has the same meaning as in that provision.

Enforcement

- 21.6 Each Member submits to the non-exclusive jurisdiction of the courts of New South Wales, the Federal Court of Australia and the courts competent to determine appeals from those courts with respect to any proceedings that may be brought at any time relating to this constitution.