

CORPORATIONS LAW

**A COMPANY LIMITED BY
GUARANTEE**

Australian Company Number 161 652 875

**CONSTITUTION
of
LOGAN TOURISM ASSOCIATION
LIMITED**

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CORPORATIONS LAW**A COMPANY LIMITED BY GUARANTEE****CONSTITUTION
OF
LOGAN TOURISM ASSOCIATION LIMITED****1 INTERPRETATION****1.1 Definitions**

In this Constitution, unless the contrary intention appears:

“**business day**” means a day on which trading banks are open for business in the State in which the Company’s registered office is for the time being located.

“**Chief Executive**” means a full or part time employee engaged by the Company under clause 11.5(b)(i) as the chief executive of the Company (irrespective of the title given to such employee).

“**Company**” means Logan Tourism Association Limited.

“**Constitution**” means this constitution as amended from time to time.

“**Director**” means a person holding office as a director under the terms of this Constitution and is aged 18 years or older.

“**Entitled Attendee**” means a person referred to in clause 11.8.

“**Logan City**” means the district in which from time to time and as amended under the provisions of the Local Government Act the Council of the City of Logan has jurisdiction. In the event of the said Local Authority being renamed or reconstituted under the provisions of the Local Government Act or any amendment thereof then the district in which the Local Authority as renamed or reconstituted has jurisdiction under the provisions of the Local Government Act shall be deemed to be included in the term “Logan City”.

“**Logan Region**” means an area extending beyond the boundaries of Logan City.

“**member**” means a person entered in the register as a member of the Company for the time being.

“**Office bearer**” means a person who is holds an office referred to in clause 11.6 from time to time.

“**register**” means the register of members of the Company kept pursuant to the Corporations Law.

“**representative**” means a person authorised to act as a member’s representative pursuant to section 250D of the Corporations Law.

“**seal**” means the common seal of the Company (if any) and includes any duplicate common seal of the Company.

“**tourism**” means the commercial organization and operation of vacations and visits to places of interest.

1.2 Construction

- (a) Section 110B of the Corporations Law applies in relation to this Constitution as if it were an instrument made, granted or issued under the Corporations Law as in force on the date on which this Constitution became binding on the Company.
- (b) An expression used in a particular Part or Division of the Corporations Law that is given by that Part or Division a special meaning for the purposes of that Part or Division has, in any of this Constitution that deals with a matter dealt with by that Part or Division, unless the contrary intention appears, the same meaning as in that Part or Division.
- (c) References to statutes or regulations include all statutes or regulations amending, consolidating or replacing them.
- (d) A reference to a body or entity (whether corporate or unincorporate) includes, in the event that the body or entity ceases to exist, or is reconstituted, renamed or replaced from time to time, a reference to the body or entity established or constituted in its place or nearly as may be succeeding to its powers, objects or functions.
- (e) Unless the contrary intention appears:
 - (i) words importing the singular include the plural and vice versa;
 - (ii) words importing any gender include all genders; and
 - (iii) the term “person” or words importing persons include bodies corporate.
- (f) Headings are for ease of reference only and do not affect the construction of this Constitution.

1.3 Replaceable Rules Excluded

The replaceable rules contained in the Corporations Law are excluded and do not apply to the Company.

2 NAME

The name of the Company is Logan Tourism Association Limited.

3 OBJECTS

3.1 Specific Objects

The objects for which the Company is established are:

- (i) to carry out research and promote leisure, sports, tourism and events in Logan City and the region;
- (ii) to collect, compile and process all local information pertaining to leisure, sports, tourism and events;
- (iii) to investigate the best methods and avenues of publicising information and promoting the leisure, sports, tourism and events products and services available in the Logan region;
- (iv) to explore the possibilities of expanding the existing leisure, sports, tourism and events industry and supporting the establishment of new operators in the Logan region;
- (v) to give assistance with the acquisition of expert management staff and advice and the raising of the necessary finance for the expansion of the leisure, sports, tourism and events industry in the Logan region;
- (vi) to help Local Authorities and other agencies in the preparation of data to support representations for the expansion of the leisure, sports, tourism and events industry;
- (vii) to supply in appropriate form any information sought by the leisure, sports, tourism and events industry;
- (viii) to co-operate with tertiary institutions, Commonwealth and State Government Departments and instrumentalities, all branches of the media and kindred organisations in extending knowledge of Logan City and the region, and its tourism industry;
- (ix) solely for the purpose of carrying out the aforesaid objects and not otherwise:
 - (1) to subscribe to become a member of and co-operate with any other association or organisation whether incorporated or not whose objects are altogether or in part similar to those of the Board;
 - (2) to hold or arrange competitions and provide or contribute towards the provision of prizes, awards and distinctions in connection therewith, provided that no member of the Company shall receive any prize award or distinction of monetary value except as a successful competitor at any competition held or promoted by the Company;

- (3) to subscribe to or become a member of and co-operate with or amalgamate with any other association or organisation whether incorporated or not whose objects are similar to those of the Company provided that the Company shall not subscribe to or support with its funds or amalgamate with any association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under or by virtue of clause 11 of this Constitution.

3.2 General Objects

The general objects of the Company are:

- (i) To buy, sell and deal in all kinds of apparatus and all kinds of provision liquid and solid required by the members of the Company or persons frequenting the Company's premises.
- (ii) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Company.

Provided that in the case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as is allowed by law having regard to such trusts.

- (iii) To enter into any arrangement with any Government or authority, supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (iv) To appoint, employ, remove or suspend such persons as may be necessary or convenient for the purposes of the Company.
- (v) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Company or the dependants or connections of any such persons and to grant pensions and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful object.

- (vi) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Company's interests and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alternation or control thereof.
- (vii) To invest and deal with the money of the Company not immediately required in such manner as the Board of Directors thinks fit.
- (viii) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same for the repayment or performance of any debt liability contract guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Company's property (both present and future) and to purchase, redeem or pay off such securities.
- (ix) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of lading and other negotiable or transferable instruments.
- (x) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (xi) To take or hold mortgages, liens and charges to secure payment of the purchase price of any unpaid balance of the purchase price, or any part of the Company's property of whatsoever kind sold by the Company or any money due to the Company from purchasers and others.
- (xii) To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Company but subject always to the proviso in paragraph (ii) of this clause.
- (xiii) To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations, annual subscriptions or otherwise.
- (xiv) To print and publish any newspapers, periodicals, books or leaflets that the Company may think desirable for the promotion of its objects.
- (xv) To purchase or otherwise acquire and undertake all or any of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.

- (xvi) To transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.
- (xvii) To make donations for patriotic or charitable purposes.
- (xviii) To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged.

Provided that the Company shall not support with its funds any activity or endeavour or impose on or procure to be observed by its members or others any regulations or restrictions which if an object of the Company would make it a trade union within the meaning of the Trade Unions Act.

4 Non-profit nature of the company

4.1 Non distribution of profits to Members

- (a) Subject to paragraph (b), the surpluses, profits or other income and property of the Company must be applied solely towards the promotion of the objects of the Company in Rule 3.1 and no portion of it may be paid or transferred, directly or indirectly, to any Member whether by way of dividend, bonus or otherwise.
- (b) Nothing in paragraph (a) prevents any payment in good faith by the Company of:
 - (i) reasonable and proper remuneration to any Member or officer or to an organization of which an officer or Member is a partner, for any services actually rendered or for real property or goods supplied to the Company in the ordinary and usual course of business;
 - (ii) the payment or reimbursement of out-of-pocket expenses incurred by a Member or officer or to a organization or corporation of which an officer or Member is a partner on behalf of the Company where the amount payable does not exceed an amount previously approved by the Board;
 - (iii) reasonable and proper rent for premises leased by any Member or to a firm of which an officer or Member is a partner to the Company; or
 - (iv) the reduction of the annual subscription of any Member.
- (c) The making of any payment by the Company to a Director, whether directly or indirectly, is prohibited, except:
 - (i) for the payment of out-of-pocket expenses incurred by a Director in the performance of any duty as a director of the Company where the amounts payable, if any, do not exceed reasonable amounts previously approved by the Board;
 - (ii) the payment of fees for occupying the office of Director and carrying out the duties and obligations of that office, for payment of any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as director, where the provision of the

service has the prior approval of the Board and is not more than an amount which would be a reasonable commercial payment for the service from an independent party.

5 Limited LIABILITY

The liability of members of the Company is limited.

6 Application of funds

The income and property of the Company, shall be applied solely towards the promotion of the objects of the Company as set forth in this Constitution, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to the members of the Company, no Director shall be appointed to any salaried office of the Company and no remuneration or other benefit in money or money's worth shall be paid or given by the Company to Director. Nothing in this constitution shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer of or person employed by the Company, or to any member of the Company in return for any services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding interest at the rate for the time being charged by bankers in Brisbane for overdrawn accounts on money lent, or reasonable and proper rent for premises demised or let by any member to the Company.

7 Members' contribution

Every member of the Company undertakes to contribute to the assets of the Company, in the event that it is wound up while he is a member for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges, and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding \$10.00.

8 COMPANY DETAILS

8.1 Status as public company

The Company is a public company.

8.2 Company limited by guarantee

The Company is limited by guarantee.

9 Membership

- (a) Such eligible persons or associations as the Directors shall admit to membership from time to time in accordance with this Constitution shall be Members of the Company. A natural person shall be eligible for membership if he or she is over the age of eighteen. A corporation or association shall be eligible for membership if it has in the opinion of the Directors, aims and objects similar to the aims and objects of the Company.
- (b) If the applicant is:
 - (i) a natural person, the application shall state that the applicant consents to be a Member of the Company; or
 - (ii) a corporation, the application shall nominate a person to be the applicant's representative, and the application shall contain a statement that the nominee consents to be a member of the Company and shall be signed by the nominated representative.
- (c) The Directors after the receipt of any application for membership and payment of entrance fee and first annual subscription fee where applicable, such application shall be considered by the Directors, who shall thereupon determine upon the admission or rejection of the applicant. In no case shall the Directors be required to give any reason for the rejection of an applicant.
- (d) When an applicant has been accepted for membership the Secretary shall forthwith send to the applicant written notice of that acceptance and (if applicable) request payment of the entrance fee and first annual subscription fee.

- (e) The applicant shall become a Member of the Company:
- (i) if there is an entrance fee or subscription fee – upon payment of the fees, provided that if such payment is not made within two calendar months after the date of the notice, the Directors may, in their discretion, cancel the acceptance of the application for Membership; or
 - (ii) if there is no entrance fee or subscription fee – upon sending the notice of acceptance.
- (f) An applicant is considered a provisional Member of the Company once any entrance and subscription fees have been paid prior to the approval of the Board.
- (g) The entrance fee and annual subscription payable by members of the Company shall be nil unless otherwise determined by the Company in general meeting.
- (h) All annual subscriptions shall become due and payable in advance of the anniversary of membership of the Company.
- (i) If the subscription of a Member shall remain unpaid for a period of 2 calendar months after it becomes due then the Member may after notice of the default has been sent to him by the Secretary or Treasurer be debarred by resolution of the Directors from all privileges of membership and his name may be removed by the Directors from the Register of Members PROVIDED THAT the Directors may reinstate the Member and restore his name to the Register on payment of all arrears if the Directors think fit to do so.
- (j) A Member may at any time by giving notice in writing to the Secretary resign their membership of the Company but shall continue to be liable for any annual subscription and all arrears due and unpaid at the date of his resignation and for all other moneys due by him to the Company and in addition for any sum not exceeding TEN DOLLARS (\$10.00) for which he is liable as a Member of the Company under clause 7.
- (k) If any Member shall wilfully refuse or neglect to comply with the provisions of the Constitution of the Company or shall be guilty of any conduct which in the opinion of the Directors is unbecoming of a Member or prejudicial to the interest of the Company the Directors shall have power by resolution to censure, suspend or expel the member from the Company PROVIDED THAT at least 2 weeks before the meeting of the Directors at which such resolution is passed the Member shall have had notice of such meeting and of what is alleged against him and of the intended resolution and that he shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence he may think fit AND PROVIDED FURTHER that any such Member may by notice in writing lodged with the Secretary at least 24 hours before the time for holding the meeting at which the resolution is to be considered by the Directors elect to have the question dealt with by the Company in general meeting and in that event an extraordinary general meeting of the Company shall be called for the purpose and if at the meeting a resolution for the expulsion of the Member be passed by a majority of two-thirds of those present and voting (such vote to be

taken by ballot) the Member shall be expelled and their name removed from the Register of Members.

10 GENERAL MEETINGS

10.1 Annual and Extraordinary General Meetings

- (a) The Company shall hold an Annual General Meeting in each calendar year in accordance with the Corporations Law.
- (b) Any general meeting of the Company other than the Annual General Meeting shall be call an Extraordinary General Meeting.

10.2 Convening and Notice of General Meetings

- (a) Any 5 Directors may by notice in writing to the Secretary requisition an extraordinary general meeting of the Company and the Company shall convene such meeting as soon as practicable after receipt of such requisition.
- (b) Subject to the provisions of the Corporations Law relating to short notice, the Company shall give at least 21 days notice of a meeting of members (exclusive of the date on which the notice is served or deemed to be served and exclusive of the date of the meeting).
- (c) A notice convening a meeting of the Company shall:
 - (i) be given individually to each member entitled to vote at the meeting and to each director;
 - (ii) set out the place, date and time of the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
 - (iii) set out the general nature of the meeting's business;
 - (iv) if a special resolution is to be proposed at the meeting – set out an intention to propose the special resolution and state the resolution; and
 - (v) contain a statement setting out the following information:
 - (A) that the member has a right to appoint a proxy;
 - (B) that the proxy need not be a member of the Company;
 - (C) that a member who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise.
- (d) The Directors may by notice in writing to the members postpone any meeting which has been convened to a date specified in the notice, or cancel the meeting, subject to the Corporations Law.
- (e) The accidental omission to give notice of any general meeting to, or the non-receipt of any such notice by, any person entitled to be notified does not invalidate the meeting or any resolution passed at that meeting.

10.3 Proceedings at General Meetings

- (a) A quorum at a general meeting of the Company is constituted by half of the members plus one present in person or by proxy, attorney or representative
- (b) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (c) If a quorum is not present within 30 minutes after the time appointed for a meeting the meeting:
 - (i) if convened on the requisition of members, is dissolved;
 - (ii) in any other case, stands adjourned to the same day in the next week at the same time and place or, if it is not possible for the adjourned meeting to be held on such day, time and place, to such other day, time and place as the chairman determines.
- (d) If at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the adjourned meeting:
 - (i) if there are at least three Members present, the Members present shall constitute a quorum; or
 - (ii) otherwise, the meeting is dissolved.
- (e) The chairman's ruling on all matters relating to the order of business, procedure and conduct of a general meeting is final.

10.4 Voting procedures at General Meetings

- (a) The chairman of Directors shall preside at every general meeting of the Company, but where the chairman is not present and willing to act within 15 minutes after the time appointed for a meeting, the following may preside as chairman of the meeting, in the following order of entitlement:
 - (i) the deputy chairman; or
 - (ii) a member present in person or by proxy, attorney or representative chosen by a majority of the members present in person or by proxy, attorney or representative.
- (b) In the case of an equality of votes, the chairman of the meeting does not have a casting vote, either on a show of hands or on a poll, and the motion is deemed not to have been passed.
- (c) Every question submitted to a meeting shall be decided by a show of hands unless, before or upon the declaration of the result of the show of hands, a poll is demanded by:
 - (i) the chairman of the meeting; or
 - (ii) not less than 3 members having the right to vote at the meeting;

- (d) Unless a poll is demanded, a declaration by the chairman of the meeting that the resolution has been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the minutes of the meeting, is conclusive evidence of the result of the resolution and it is not necessary to prove the number or proportion of votes cast in favour of or against the resolution.
- (e) Where a poll is duly demanded, it shall be taken in such manner and at the time and place the chairman of the meeting directs.
- (f) The result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.
- (g) A demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
- (h) Notwithstanding any other provision of this clause, a poll demanded on the election of a chairman of a meeting or on the adjournment of a meeting shall be taken forthwith.
- (i) The demand for a poll may be withdrawn.

10.5 Adjournment of General Meetings

- (a) The chairman of a meeting may, with the consent of the meeting, (and shall if so directed by the meeting) adjourn the meeting from time to time and place to place, but the only business that may be transacted at an adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- (b) Where a meeting is adjourned for more than 1 month, the Directors must give notice of the adjourned meeting in the same manner as for an original meeting. Otherwise, it is not necessary to give notice of any adjournment or of the business to be transacted at an adjourned meeting.

11 VOTES OF MEMBERS**11.1 Right to Vote**

- (a) A member entitled to receive notice of general meetings of the Company has the right to attend general meetings.
- (b) On a show of hands, each member present in person or by representative has one vote and on a poll, each member present in person or by proxy, attorney or representative has one vote. A person present by proxy or attorney is not entitled to vote on a show of hands. If any member wishes to abstain from voting on a resolution, the abstention shall be recorded and shall be excluded in the counting of votes.
- (c) If a member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, the member's committee or trustee or other person as properly has the management of the member's estate may exercise any rights of the member in relation to a general meeting as if the committee, trustee or other person were the member.
- (d) A member shall not be entitled to vote at any meeting of the Company if their annual subscription (if any) is more than one month in arrears.
- (e) An objection may be raised to the right of a person to attend or vote at a meeting or adjourned meeting or to vote on a poll only at that meeting or adjourned meeting or when that poll is taken, and every vote not disallowed at the meeting or adjourned meeting or when the poll is taken is deemed valid for all purposes.
- (f) In the case of a dispute as to the admission or rejection of a vote, the chairman of the meeting shall decide the matter and the chairman's decision is final and conclusive.

11.2 Proxies and Attorneys

- (a) A member entitled to attend and vote at a meeting of the Company or of any class of members of the Company is entitled to appoint a person (whether a member or not) as the member’s proxy to attend and vote for the member at the meeting.
- (b) A proxy has the same right as the member to speak at the meeting.
- (c) An instrument appointing a proxy shall be:
 - (i) in writing under the hand of the appointor or of the appointor’s attorney authorised in writing, or if the appointor is a body corporate under its common or official seal or the hand of an officer or attorney authorised in writing;
 - (ii) in or to the effect of the following form or in any other form acceptable to the Directors generally or in a particular case:

**LOGAN TOURISM ASSOCIATION LIMITED
FORM OF PROXY**

I/We
 of
 being a member or members of Logan Tourism Association Limited, hereby appoint
 as my proxy to vote on my behalf at the *annual general
 meeting/general meeting of the Company to be held on the.....
 day of..... and at any adjournment thereof,
 of..... or
 failing him, the chairman of the meeting.

This Form of Proxy is to be used *in favour of/against the resolution.

If this proxy is signed under power of attorney, the signatory declares that the attorney has had no notice of revocation thereof.

DATED this day of 201 ..

.....
Signature(s)

THE COMMON SEAL of)
)
 is affixed in accordance with its)
 Constitution in the presence of:)

.....
* delete as appropriate.

- (d) An instrument appointing a proxy, unless the instrument expressly provides otherwise, confers on the proxy authority to agree to:
- (i) a meeting being convened by shorter notice than is required by the Corporations Law; and
 - (ii) demand or join in demanding a poll.
- (e) An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution, and where the instrument of proxy so provides the proxy is not entitled to vote on the resolution except as specified in the instrument.
- (f) A member may, by power of attorney duly executed in the presence of at least one witness and (if necessary) duly stamped, appoint an attorney (whether a member or not) to act on the member's behalf at all or any meetings of the Company or of any class of members.
- (g) A member may, if it is a body corporate, appoint a representative (whether a member or not) to act on its behalf at all or any meetings of the Company or of any class of members.
- (h) Subject to the Corporations Law, an instrument appointing a proxy is valid only if there is lodged or received at the registered office of the Company (or at such other place as is specified by the Company in the notice of meeting) not less than 48 hours before the time appointed for the meeting or adjourned meeting at which the person named in the proxy proposes to attend and vote or, in the case of a poll, not less than 48 hours before the time appointed for the taking of a poll:
- (i) the instrument appointing the proxy and any power of attorney or other authority under which the instrument of proxy is executed (or a copy of the power or the authority notarially certified), together with such evidence of stamping, execution and non-revocation of the instrument or power as the Directors may require; or
 - (ii) where that instrument is signed by the member, a legible facsimile transmission copy of the instrument of proxy together with such evidence of due stamping, execution and non-revocation of that instrument as the Directors may require.
 - (iii) A vote cast by a proxy, attorney or representative is valid notwithstanding the previous revocation of the proxy's, attorney's or representative's authority by the death or mental incapacity of the appointing member unless the Company receives notice in writing of the revocation or transfer at the registered office before commencement of the meeting or adjourned meeting or poll at which the instrument, authority or certificate is to be used or the power is to be exercised.

11.3 Signed Document Passing Resolution of Members

- (a) The Company may pass a resolution without a general meeting being held if all members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

- (b) Separate copies of a document may be used for signing by members if the wording of the resolution and statement is identical in each copy. An electronically transmitted copy of a document, the original of which in the opinion of the secretary has been apparently signed by a member, is deemed to be a document signed by that member for these purposes.
- (c) Any document that is attached to a resolution signed in accordance with this **clause 11.3** is deemed to have been laid before the Company in general meeting.
- (d) The resolution is passed when the last member signs.
- (e) If the Company has only 1 member, the Company may pass a resolution by the member recording the resolution and signing the record.
- (f) The passage of a resolution in accordance with this **clause 11.3** satisfies any requirement that the resolution be passed at a general meeting.

12 DIRECTORS

12.1 Appointment of Directors

- (a) The maximum number of Directors shall be 12. The minimum number of Directors shall be 7.
- (b) A Director must be:
 - (i) an individual member of the Company; or
 - (ii) a person nominated by:
 - (A) a corporation or association under clause 9(b)(ii) or 11.1(f); or
 - (B) the Council of the City of Logan under clause 12.2.
- (c) Upon becoming a member of the Company, the member or the member's nominee under clause 9(b)(ii) shall become a Director and shall hold that office in accordance with the terms of this Constitution.
- (d) The Board will ensure that there is a process in place to ensure that a number of Directors will vacate their positions on the Board at each AGM with the right to renominate for another term up to the maximum number of terms.
- (e) The maximum number of terms shall be three (3) terms of three (3) consecutive years. For a Director appointed by the Board to fill a vacancy, that Director is required to be endorsed by the members at the AGM following the appointment to complete the remaining period of the vacancy.
- (f) A member which is a corporation or association may from time to time by written notice to the Company remove a person appointed by it under clause 9(b)(ii) or this clause 12.1(c) as a Director and nominate a person to be a Director instead of that person. The member may not appoint a nominee under this clause if that person has previously ceased to be a director or been removed as a Director under clause 12.5 or the Corporations Law, without the prior approval of the Company in general meeting.
- (g) A Director may appoint an alternate to represent them for a single meeting:
 - (i) Subject to the consent of the Board which shall not be unreasonably withheld, each Director may appoint another Director or appropriate person to act as an alternate in the place of the Director, whenever by absence or illness or otherwise the Director is unable to attend to their duties, given a minimum of 24 hours notice is provided.
 - (ii) The consent to act as a Director, is to be in writing and signed by the alternate Director and signed by the approving Director and given by that Director to the Board by forwarding or delivering it to the Secretary at the Registered Office.

- (h) Subject to clause 12.2 the Directors may at any time appoint any person to be a Director either to fill a casual vacancy or as an addition to the current Directors, but so that the total number of Directors does not at any time exceed the maximum number determined in accordance with this Constitution. This casual vacancy is only filled until the next general meeting of the Company.
- (i) The following persons are not eligible for appointment to a position on the Board:
 - (i) any current member of staff or management of the Company; or
 - (ii) any person in a position deemed by the Board to represent a material conflict of interest with those provided by the Company.
 - (iii) pursuant to the Act, are prohibited from being a director of a company;
 - (iv) Any bankrupt person

12.2 Nomination by Council of the City of Logan

- (a) The Council of the City of Logan may by notice in writing to the Company appoint one person to be a Director, who shall hold office on the terms of this Constitution.
- (b) The notice shall be in a form acceptable to the Company, contain a statement that the nominee consents to act as a director of the Company, and be signed by the nominee and by the Council of the City of Logan.
- (c) The Board for the Logan Office of Economic Development may by notice in writing to the Company appoint one person to be a Director, who shall hold office on the terms of this Constitution.
- (d) The notice shall be in a form acceptable to the Company, contain a statement that the nominee consents to act as a director of the Company, and be signed by the nominee and by either the Chairperson of the Board or the Manager of Logan Office of Economic Development.
- (e) The Council of the City of Logan or the Logan Office of Economic Development may from time to time by notice in writing to the Company remove such nominee as a Director and appoint a replacement Director.
- (f) The Council of the City of Logan or Logan Office of Economic Development may not appoint a nominee under this clause if that person has previously ceased to be a director or been removed as a Director under clause 12.5 or the Corporations Law, without the prior approval of the Company in general meeting.

12.3 Remuneration and Expenses

- (a) The Directors may determine a level of remuneration for acting as a Director by a resolution of the Directors at the Annual General Meeting.
- (b) Where with the prior approval of the Directors a Director renders or is called upon to perform services for the Company in the Director's technical or professional capacity, the Directors may arrange with that Director special remuneration by payment of a stated sum of money determined by a resolution of the Directors,

provided the amount paid or payable for the services does not exceed reasonable commercial terms.

- (c) The Director is entitled to be reimbursed out of the funds of the Company reasonable travelling, accommodation and other expenses the Director incurs when travelling to or from and attending meetings of the Directors or a committee of the Directors or when otherwise engaged on the business of the Company, provided that the amount does not exceed a maximum amount previously approved by the Directors.

12.4 Directors may contract with the Company

- (a) Subject to complying with the Act regarding disclosure of and voting on matters involving material personal interests, a Director may:
- (i) hold any office or place of profit in the Company, except that of auditor;
 - (ii) hold any office or place of profit in any other Company, body corporate, trust or entity promoted by the Company or in which it has an interest of any kind;
 - (iii) enter into any contract or arrangement with the Company;
 - (iv) participate in any association, institution, fund, trust or scheme for past or present employees or Directors of the Company or persons dependent on or connected with them;
 - (v) act in a professional capacity (or be a member of a firm which acts in a professional capacity) for the Company, except as auditor;
 - (vi) participate in, vote on and be counted in a quorum for any meeting, resolution or decision of the Board and may be present at any meeting where any matter is being considered by the Board; and
 - (vii) sign or participate in the execution of a document by or on behalf of the Company if authorised by the Board to do so.
- (b) A Director may do any of the above despite the fiduciary relationship of the Director's office without any liability to account to the Company for any direct or indirect benefit accruing to the Director and without affecting the validity of any contract or arrangement.
- (c) No Director may, as a director, vote in respect of any contract or arrangement in which the Director has directly or indirectly any material personal interest if to do so would be contrary to the Act and if the Director does vote their vote cannot not be counted nor shall the Director be counted in the quorum present at the Board meeting for that particular item.
- (d) At all Board meetings a Director must not participate in discussion relating to any contractual matter or where there is a disclosed conflict of interest.

12.5 Vacation of Office

- (a) In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Law, the office of a Director becomes vacant if the Director:
- (i) becomes bankrupt or makes any arrangement or composition with his creditors;
 - (ii) is removed from office by ordinary resolution of the members;
 - (iii) If the Director is a member – if he ceases to be a member of the Company;
 - (iv) If the Director is a nominee of a member under clause 9(b)(ii) or 12.1(f) – if the member ceases to be a member of the Company or the member gives to the Company written notice that the Director shall no longer be the member’s nominee as a Director;
 - (v) 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;
 - (vi) resigns from office by notice in writing to the Company or refuses to act; or
 - (vii) is absent from two consecutive meetings of the Directors without special leave of absence from the Directors (but for the purposes of determining whether the Director is absent from a meeting, attendance by the Director’s alternate is deemed to be attendance by the Director).
- (b) Subject to **clause 12.14**, a Director is not disqualified by that office from:
- (i) holding any other office or position of profit (except that of auditor) in any body corporate in which the Company is a member or otherwise interested; or
 - (ii) entering into a contract or arrangement with the Company as vendor, purchaser or otherwise and participating in any association, institution, fund, trust or scheme for past or present employees or Directors of the Company.

12.6 Powers of Directors

- (a) Subject to the Corporations Law, the management of the business of the Company is vested in the Directors and they may exercise all the powers of the Company and do all such acts and things as the Company can exercise and do and are not required to be exercised or done by the Company in general meeting.
- (b) Without limiting the generality of **clause 12.6(a)**, the Directors may exercise all powers of the Company to:
- (i) engage such employees, including a Chief Executive, as the Board considers necessary from time to time to assist in the management of the Company;

- (ii) borrow or raise or secure the payment or repayment of any sum or sums of money;
- (iii) charge, mortgage or otherwise encumber any or all of the undertakings, property, assets or business of the Company (both present or future whatsoever and wheresoever situate) or all or any of its uncalled capital;
- (iv) issue notes, bonds, debentures or any other securities whatsoever or give any other security or guarantee for any debt, liability or obligation of the Company or of any other person,

in such manner and on such terms and conditions as the Directors determine.

- (c) Where a Director or other officer of the Company becomes personally liable for the payment of a sum primarily due from the Company, the Directors may mortgage, charge or otherwise give security over the whole or any part of the Company's undertakings, property or assets (present or future) including its uncalled capital, by way of indemnity to secure the Director against any loss in respect of that liability.
- (d) All cheques, bills of exchange, promissory notes, bankers drafts and other negotiable instruments and all receipts for money paid to the Company, shall be signed, accepted, drawn, made, endorsed or otherwise executed for and on behalf of the Company by the Treasurer and one other Director or in such other manner as the Directors from time to time determine.
- (e) Subject to complying with the Act regarding disclosure of and voting on matters involving material personal interests, a Director may:
 - (i) hold any office or place of profit in the Company, except that of auditor;
 - (ii) hold any office or place of profit in any other Company, body corporate, trust or entity promoted by the Company or in which it has an interest of any kind;
 - (iii) enter into any contract or arrangement with the Company;
 - (iv) participate in any association, institution, fund, trust or scheme for past or present employees or Directors of the Company or persons dependent on or connected with them;
 - (v) act in a professional capacity (or be a member of a firm which acts in a professional capacity) for the Company, except as auditor;
 - (vi) participate in, vote on and be counted in a quorum for any meeting, resolution or decision of the Board and may be present at any meeting where any matter is being considered by the Board; and
 - (vii) sign or participate in the execution of a document by or on behalf of the Company if authorised by the Board to do so.
- (f) A Director may do any of the above despite the fiduciary relationship of the Director's office without any liability to account to the Company for any direct or indirect benefit accruing to the Director and without affecting the validity of any contract or arrangement.

- (g) No Director may, as a director, vote in respect of any contract or arrangement in which the Director has directly or indirectly any material personal interest if to do so would be contrary to the Act and if the Director does vote their vote cannot not be counted nor shall the Director be counted in the quorum present at the Board meeting for that particular item.
- (h) At all Board meetings a Director must not participate in discussion relating to any contractual matter or where there is a disclosed conflict of interest.

12.7 Office bearers

- (a) The Company shall have the following Office bearers:
 - (i) Chairman;
 - (ii) Deputy Chairman;
 - (iii) Treasurer; and
 - (iv) Secretary.
- (b) The Office bearers shall be elected from amongst the Directors after each annual general meeting of the Company as ordinary business at that meeting and each Office bearer shall hold office until:
 - (i) they cease to be a Director; or
 - (ii) they resign by notice in writing to the secretary or chairman;
 - (iii) the conclusion of the next annual general meeting of the Company,
whichever occurs first.
- (c) An Office bearer retiring at an annual general meeting shall be eligible for re-election.

- (d) The election of Office bearers shall take place in the following manner:
- (i) Any two members of the Company may nominate a Director to serve as an Office bearer.
 - (ii) The nomination shall be in writing and signed by the Director and the proposer and seconder and shall be lodged with the Secretary at least 21 days prior to the annual general meeting at which the election is to take place.
 - (iii) A list of candidates' names in alphabetical order, with the proposers' and seconders' names shall be posted in a conspicuous place in the registered office of the Company for at least 14 days immediately preceding the annual general meeting.
 - (iv) In the case that there shall not be sufficient numbers of candidates nominated to fill the vacancies, nominations may be taken from the floor at the annual general meeting
 - (v) If there is a casual vacancy in any office referred to in clause 12.7(a) from time to time, the Directors may appoint one of their number to fill that vacancy.
 - (vi) A person may hold office as both Treasurer and Secretary at the same time, but otherwise an Office bearer may hold only one office at any time.
- (e) The Directors may appoint a Director to fill a casual vacancy as an Office bearer.

12.8 Meetings of Directors

- (a) The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit.
- (b) Without limiting the generality of **clause 12.8(a)**:
 - (i) the Directors may confer by radio, telephone, closed circuit television or other electronic means of audio or audio-visual communication, or by any other form of technology consented to by all of them (which consent:

- (A) may be a standing consent;
 - (B) may only be withdrawn within a reasonable time before the meeting);
 - (ii) a resolution passed at such a conference, notwithstanding the Directors are not present together in one place at the time of the conference, is deemed to have been passed at a meeting of the Directors held on the day on which and at the time at which the conference was held;
 - (iii) the provisions of this Constitution relating to proceedings of Directors apply, so far as they are capable of application (*mutatis mutandis*), to conferences held by these means.
- (c) A Director may, and the secretary shall upon the request of a Director, convene a meeting of the Directors.
 - (d) The person convening a meeting of Directors shall give notice of the meeting to each Director and each Entitled Attendee by delivering or posting the notice or by sending the notice by communication service to the last address or communication service number or address (as the case may be) within Australia provided by the Director or Entitled Attendee for the purposes of this **clause 12.8**.
 - (e) If any of the Directors consider that a meeting of the Directors is required upon short notice for consideration of urgent business, notice of such meeting and of the general nature of the business for discussion at the meeting may be given by telephone to each person entitled to attend such meeting at the person's last telephone number within Australia provided by the person for the purposes of this **clause 12.8**.
 - (f) Notice of meetings of Directors may be given to a Director or Entitled Attendee at an address or communication service number outside Australia provided by the person for the purposes of this **clause 12.8**, but the person convening a meeting of Directors is not obliged to give notice to any Director or Entitled Attendee at an address or communication service number outside Australia.
 - (g) For the purposes of this **clause 12.8**, "**communication service**" means any facsimile, telex, electronic mail service or other electronic means of written communication.
 - (h) Half of the members plus one constitute a quorum at a meeting of Directors, unless the Directors at any time determine that a greater number of Directors must be present to constitute a quorum.
 - (i) The continuing Directors may act notwithstanding any vacancy on the board, but if and so long as their number is reduced below the quorum, the continuing Directors may act only for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company but for no other purpose.
 - (j) The Directors may from time to time invite such persons, as they consider appropriate to attend a meeting or meetings of the Directors. Such persons may in the discretion of the Directors speak at such meeting but shall not have any right to vote.

12.9 Entitled Attendees

The following persons shall have a right to receive notice of, attend and speak at all meetings of Directors, but shall have no right to vote:

- (a) The Mayor of the Council of the City of Logan; and
- (b) The Chief Executive.

12.10 Proceedings of Directors

- (a) The chairman of Directors shall preside at meetings of the Directors, but if at the time of any meeting a chairman has not been elected or is not present within ten minutes of the time appointed for holding the meeting, the deputy chairman shall be the chairman, or if the deputy chairman is not present then the Directors present shall elect one of their number to be chairman of that meeting.
- (b) Subject to this Constitution, questions arising at a meeting of the Directors are decided by a majority of votes of the Directors present and competent to vote on the question.
- (c) A Director of who has a material personal interest in a matter that is being considered at a directors' meeting must not be present while the matter is being considered at the meeting vote on the matter unless permitted to do so under section 195(1) of the Corporations Law.
- (d) In the case of an equality of votes, the vote shall be taken as decided in the negative.
- (e) The Directors may delegate any of their powers to committees consisting of any Director or Directors and may at any time revoke that delegation.
- (f) A committee to which any powers have been delegated shall exercise the powers delegated in accordance with any directions of the Directors.
- (g) Subject to **clause 12.10(f)**, the meetings and proceedings of a committee of Directors are governed by the provisions of this Constitution regulating meetings and proceedings of the Directors, so far as they are capable of application (*mutatis mutandis*) to meetings and proceedings of committees.
- (h) All acts of the Directors, a committee of the Directors or a member of a committee of Directors are valid notwithstanding that it is afterwards discovered that there was some defect in the appointment, election or qualification of them or any of them or that they or any of them were disqualified from acting or had vacated office.

12.11 Signed document passing Resolution of Directors

- (a) The Directors may pass a resolution without a Directors' meeting being held if all the Directors and Entitled Attendees are given notice of the resolution in the same manner as convening a Directors' meeting and two thirds of those Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

- (b) Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. An electronically transmitted facsimile copy of a document, the original of which in the opinion of the secretary has been apparently signed by a Director, is deemed to be a document signed by that Director for these purposes.
- (c) The resolution is passed when the number of Directors who have signed the statement is at least two thirds of the number of Directors.

12.12 Appointment of Attorney

- (a) The Directors may, by power of attorney under the seal of the Company, appoint a person or persons, jointly or severally, to be the attorney or attorneys of the Company for such purposes and with such powers (not exceeding those conferred on the Directors by this Constitution) and on such terms and conditions as the Directors determine.
- (b) An attorney may be, but need not be, a Director or a member of the Company.
- (c) A power of attorney may:
 - (i) contain such provisions for the protection or convenience of persons dealing with the attorney as the Directors determine;
 - (ii) authorise the attorney to delegate all or any of the powers for the time being vested in the attorney.

12.13 Minutes

The Directors shall ensure that the Company keeps minute books, and that minutes of meetings are signed, as required by the Corporations Law. Without limiting the generality of this clause, the Directors shall cause minutes to be made of:

- (a) all appointments of officers and personnel;
- (b) names of the Directors present at all meetings of the Company and of the Directors;
- (c) all proceedings of the Company and the Directors,

which shall be signed by the chairman of the meeting at which the proceedings were held or by the chairman of the next succeeding meeting.

12.14 Declaration of interests

A Director who has a material personal interest in a matter that relates to the affairs of the Company must give the other Directors notice of the interest as required under Division 2 of Part 2D.1 of the Corporations Law.

13 SECRETARY

The Secretary shall be the person elected as Secretary from time to time under clause 11.6.

14 SEAL

14.1 Types of Seals

- (a) The Directors may adopt a common seal of the Company.
- (b) Where the Company has a common seal, the Company may have a duplicate common seal, which must be a copy of the common seal with the words “duplicate seal” or “certificate seal” added.
- (c) The Directors shall provide for the safe custody of all seals in such manner as they determine.

14.2 Use of Seal

- (a) The seal shall be used only by the authority of the Directors.
- (b) Subject to **clause 14.2(a)**., every document to which the seal is affixed shall be signed by a Director and countersigned by the Secretary or a second Director or by some other person appointed generally or in a particular case by the Directors for that purpose.
- (c) The Directors may determine, generally or in a particular case, that the seal and the signatures of the Director, secretary or other person appointed by the Directors for the purpose of signing documents to which the seal is affixed, may be affixed or written on documents by a specified mechanical means so as to produce a facsimile of such seal and signatures.

15 ACCOUNTS AND AUDIT**15.1 Auditor**

Where the Company has an auditor, the auditor or the auditor's agent authorised in writing for the purpose is entitled to:

- (a) attend general meetings;
- (b) receive all notices of and other communications relating to general meetings which a member is entitled to receive;
- (c) speak at any general meeting which the auditor attends on any part of the business of the meeting which concerns the auditor in that capacity,

but does not have the right to vote at general meetings.

15.2 Inspection of Company Records

- (a) Subject to the Corporations Law, the Directors shall 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 the members and other persons.
- (b) A member or other person (not being a Director):
 - (i) has no right to inspect any documents of the Company, except as conferred by the Corporations Law or any other statute, or except as authorised by the Directors; and
 - (ii) is not entitled to require or receive any information concerning the business, trading or customers of the Company or any trade secret or secret process of or used by the Company.

16 NOTICES

16.1 Mode of Service

The Company may give a certificate, cheque, warrant, notice or other document to any member by:

- (a) serving it on the member personally;
- (b) sending it by post, courier or airmail to the member at the address recorded in the register or the address supplied by the member to the Company for the giving of notices to the member; or
- (c) where applicable, sending it to the member:
 - (i) by facsimile transmission to the facsimile number supplied by the member to the Company for the giving of notices to the member;
 - (ii) by electronic mail to the electronic address supplied by the member to the Company for the giving of notices to the member.

16.2 Deemed Receipt of Notice

- (a) A document sent by way of ordinary post, courier or airmail is deemed to have been received or served on the business day next following that on which it was posted or dispatched. In proving delivery or service it is sufficient to prove that the envelope or wrapper containing the document was properly addressed and stamped (if posted) and was posted or dispatched.
- (b) A document sent by way of facsimile transmission is deemed to be received on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient if produced before 5 pm on a day, otherwise on the next business day.
- (c) A document sent by way of electronic mail is deemed to be received on the day and at the time specified in a delivery report indicating the document has been delivered or, if no delivery report is received, on the next business day (but is not deemed to have been received if a delivery report indicates a delivery failure).

16.3 Proof of Service

A certificate in writing signed by a Director, secretary or other officer of the Company that:

- (a) a document or its envelope or wrapper was addressed and stamped and was posted or dispatched;
- (b) a document was sent by facsimile transmission and that a transmission report was produced by the machine from which it was sent which indicated that the facsimile was sent in its entirety;

- (c) a document was sent by electronic mail, and that a delivery report was received indicating the document was delivered, or that no delivery report was received indicating a delivery failure,

is conclusive evidence of those facts.

16.4 Notice of General Meeting of the Company

- (a) Subject to **clause 16.4(c)**, the following persons are entitled to receive notice of every general meeting:
- (i) every member;
 - (ii) every Director;
 - (iii) every Entitled Attendee;
 - (iv) every person who has become entitled to a member's membership on the member's death or bankruptcy; and
 - (v) the auditor for the time being of the Company.
- (b) No other person is entitled to receive notices of general meetings.
- (c) A member who has no registered address in Australia or who has not supplied to the Company any address or facsimile number within Australia for the giving of notices to the member is not entitled to receive notices from the Company.

16.5 Previous Notice

A person who by operation of law or other means becomes entitled to be registered as a member is bound by every notice previously given in respect of that membership.

17 WINDING UP

17.1 Distribution of assets

If on 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 members of the Company, but shall be given or transferred to the Council of the City of Logan or some other institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income among its or their members to any extent at least as great as is imposed on the Company by **clause 6** of this Constitution. The institution or institutions are to be determined by the members of the Company at or before the time of dissolution. If and so far as effect cannot be given to this provision, then the property is to be applied to some charitable object.

18 INDEMNITY

18.1 Definition of "Officer"

In this **Clause 18**:

- (a) "**Officer**" means any of:

- (i) a Director or secretary of the Company;
 - (ii) a receiver or receiver and manager of property of the Company;
 - (iii) an administrator of the Company or of a deed of company arrangement executed by the Company;
 - (iv) a liquidator of the Company; or
 - (v) any person administering a compromise or arrangement made between the Company and another person or persons.
- (b) References to “**Officers**” include references to former Officers.

18.2 Indemnity to Officers and employees

- (a) Subject to **Clause 18.2(b)**, every Officer of the Company and any employee of the Company shall be indemnified out of the assets of the Company against all costs, losses, expenses and liabilities incurred by that Officer or employee in the person’s capacity as an Officer or employee of the Company by reason of any act or thing done or omitted to be done by that person in that capacity or in any way in the discharge of that person’s duties or by reason of or relating to the person’s status as an Officer or employee of the Company.
- (b) An Officer of the Company is not entitled to be indemnified out of the assets of the Company for a liability:
- (i) which arises out of conduct involving a lack of good faith;
 - (ii) where the liability is to the Company or a related body corporate; or
 - (iii) where the liability is for a pecuniary penalty order or compensation order under the Corporations Law.

18.3 Indemnity for proceedings

An Officer or employee of the Company will not be indemnified out of the assets of the Company against legal costs in the circumstances in which the Corporations Law prohibits such an indemnity.

18.4 Liability as Between Officers

Subject to the Corporations Law, an Officer is not liable for the negligence, default or breach of duty of any other Officer except to the extent of the Officer's own negligence, default or breach of duty.

18.5 Reimbursement of Expenses

Subject to the other provisions of this **Clause 18**, every Officer is entitled to:

- (a) have reimbursed to the Officer out of the funds of the Company all expenses which the Officer may from time to time incur in consequence of and in discharge or attempted discharge of the Officer's duties;
- (b) be indemnified by the Company against all liabilities whatsoever which the Officer may from time to time undertake as agent for the Company or for its benefit or intended benefit.

18.6 Insurance

- (a) The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or other Officer against liability incurred by the person in that capacity, including a liability for legal costs, unless:
 - (i) the Company is forbidden by statute to pay or agree to pay the premium; or
 - (ii) the contract would, if the Company paid the premium, be made void by statute.

18.7 Payment of GST

- With regard to GST:
 - (a) the amount of any indemnity payable under this Rule 23 will include an additional amount ("GST Amount") equal to any GST payable by the Director or Officer being indemnified ("Indemnified Officer") in connection with the indemnity;
 - (b) payment of the GST Amount of any indemnity is conditional upon the Indemnified Officer providing to the Company a copy of the tax invoice for the GST amount issued to the Indemnified Officer;
 - (c) in this Rule 23, "GST" refers to the goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 and the terms used have the same meaning as in that act.

