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**18 Right of Officers and Advisers to Attend General Meeting**

- (a) A Director who is not a Member shall be entitled to be present and to speak at any general meeting.
- (b) A Secretary who is not a Member shall be entitled to be present and, at the request of the chairperson, to speak at any general meeting.
- (c) Any other person (whether a Member or not) requested by the Directors to attend any general meeting shall be entitled to be present and, at the request of the chairperson, to speak at that general meeting.

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**19 Single Member Resolutions**

- (a) Nothing in this Constitution limits the Company's power under the Act to pass a resolution while the Company has only one Member by recording the resolution and signing the record.
- (b) Where the Company has one Member only, a document signed by that Member which records a decision of the Member:
  - (i) constitutes a decision of the Company and is valid and effective as if it were a resolution duly passed at a meeting of Members; and
  - (ii) has effect as a minute of that decision.

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**20 Composition of the Board**

- (a) Subject to clause 20(b), the Board of Directors is to consist of the chairperson of the Board and up to three members, each appointed by the Treasurer. The Treasurer may:
  - (i) remove any Director from office and may appoint another person in place of that Director; and
  - (ii) appoint any person as a Director to either fill a casual vacancy or as an addition to the Board.
- (b) Where the Treasurer is not a Member, the Company in general meeting may appoint Directors, and the Company may by resolution:
  - (i) remove any Director from office and may by resolution appoint another person in place of that Director; and
  - (ii) appoint any person as a Director to either fill a casual vacancy or as an addition to the Board.
- (c) The Directors will be paid such remuneration as is from time to time determined by the Treasurer (or, if the Treasurer is not a Member, by the Company in General Meeting).
- (d) That remuneration will accrue from day to day.
- (e) The Directors may also be paid all travelling and other expenses properly incurred by them in attending and returning from meetings of the Directors, meetings of any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company.

- (f) In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:
- (i) 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;
  - (ii) resigns that office by written notice to the Company and (while the Treasurer is a Member) the Treasurer;
  - (iii) becomes prohibited from being a Director by reason of any order made under or pursuant to any law; or
  - (iv) dies.

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## **21 Directors' Powers and Duties**

- (a) Subject to the Act and this Constitution, the business of the Company will be managed by the Directors, and the Directors may exercise all powers of the Company which are not, by the Act or this Constitution, required to be exercised by the Company in general meeting.
- (b) The Directors may exercise all the powers of the Company in relation to any Seal for use outside the State and in relation to branch registers.
- (c) The Directors may, by power of attorney, appoint any person to be the attorney of the Company for any purpose, with any powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for any period and subject to any conditions it thinks fit.
- (d) Any power of attorney granted under clause 21(c) may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit, and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in that attorney.
- (e) All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by the persons and in the manner that the Directors determine from time to time.

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## **22 Proceedings of Directors**

- (a) The Directors may meet together either in person or (subject to clause 22(j)) by radio, telephone, closed circuit television or any other form of instantaneous communication for the dispatch of business and adjourn and otherwise regulate meetings and proceedings of the Directors as they think fit.
  - (b) A Director may at any time, and a Secretary must on the requisition of a Director, convene a meeting of the Directors.
  - (c) A quorum of the Board consists of one-half the total number of its members (ignoring any fraction resulting from the division) plus one.
  - (d) The chairperson of the Board will preside at meetings of the Board at which he or she is present.
  - (e) If the chairperson of the Board is absent from a meeting of the Board, a Director chosen by the Directors present at the meeting will preside.
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(f) Subject to this Constitution, questions arising at a meeting of Directors will be decided by a majority of votes of Directors present and voting and any such decision will for all purposes be deemed a decision of the Directors.

(g) All acts done by:

- (i) any meeting of the Directors;
- (ii) any person acting as a Director; or
- (iii) a committee of Directors,

will be as valid as if the person had been duly appointed and was qualified to be a Director or a member of the committee, notwithstanding that it is afterwards discovered that there was some defect in the appointment of that person to be, or to act as, a Director or a member of the committee or that the person so appointed was disqualified.

(h) A decision in which all of the Directors concur is a resolution of the Directors notwithstanding that it is not made at a meeting of the Directors.

(i) The Directors will cause a record to be kept of any resolution made under clause 22(h).

(j) If:

- (i) the Directors confer by radio, telephone, closed circuit television or other electronic means of audio or audio-visual communication;
- (ii) all the Directors who for the time being are entitled to receive notice of a meeting of the Directors (excluding alternate Directors) receive (or waive) notice of the conference and if they desire to participate have access to the means by which the conference is to take place;
- (iii) each of the Directors taking part in the conference acknowledges that he or she is able to hear each of the other Directors taking part in the conference; and
- (iv) the number of Directors taking part in the conference is not less than a quorum whether or not any one or more of those Directors is out of Australia,

then all the provisions of this Constitution relating to meetings of the Directors will apply to the conference as if that conference was a meeting of the Directors and the Directors taking part in the conference were physically present together at a meeting and any resolution passed by such a conference will be deemed to have been passed at a meeting of the Directors held on the day and at the time at which the conference was held.

(k) The fact that a Director is taking part in the conference will be made known to all the other Directors taking part at the commencement of the conference and a Director will be deemed to continue to be present and form part of the quorum until that Director makes it known that he or she is ceasing to take part in that conference and obtains the express consent of the chairperson of that conference to do so.

(l) A minute of the proceedings at the conference will be sufficient evidence of those proceedings and observance of all necessary formalities if certified as a correct record by the chairperson of that conference.

(m) If the Company has more than one Director:

- (i) the Directors may pass a resolution without a Directors' meeting being held, if all of the 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. An alternate appointed by a Director may sign the document instead of that Director;
  - (ii) 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; and
  - (iii) the resolution is passed when the last director signs.
- (n) At the beginning of each Board meeting, Directors are required to declare any material personal interests that may apply to specific matters on the meeting agenda. Where required by the chairperson, the Director will be excused from the meeting or from the Board's consideration of the relevant agenda item(s).

Details of any material personal interests declared by a Director, and actions taken in respect of those interests, will be appropriately recorded in the minutes.

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## **23 Committees of Directors**

- (a) The Directors may delegate any of their powers to a committee or committees consisting of a number of Directors and/or other persons (a **Committee**) as they think fit.
- (b) A Committee will exercise the powers delegated in accordance with any directions of the Directors and a power so exercised will be deemed to have been exercised by the Directors.
- (c) The members of a Committee may elect one of their number as chairperson of their meetings.
- (d) Where such a meeting is held and:
  - (i) a chairperson has not been elected as provided by clause 23(c); or
  - (ii) the chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act,the members present may elect one of their number to be chairperson of the meeting.
- (e) A Committee may meet and adjourn as its Members think fit.
- (f) Questions arising at a meeting of a committee of Directors will be determined by a majority of votes of the members present and voting.

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## **24 Secretary**

- (a) A Secretary of the Company holds office on such terms and conditions, as to remuneration or otherwise, as the Directors determine.
- (b) The Directors may at any time terminate the office of a Secretary.

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## **25 Seal**

- (a) The Company may have a Seal. If the company has a Seal it may also have a duplicate Seal.

- (b) A Seal will be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to authorise the use of the Seal. Every document to which the Seal is affixed will be signed by:
  - (i) two Directors; or
  - (ii) a Director and a Secretary (or another person appointed by the Directors to countersign that document or a class of documents in which that document is included).
- (c) This clause does not limit the ways in which the Company may execute a document.
- (d) The Directors must provide for the safe custody of the Seal.

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## **26 Inspection of Records**

- (a) The Directors will determine whether and to what extent, at what time and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of Members other than Directors.
- (b) 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 Directors or by the Company in general meeting.

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## **27 Dividends and Reserves**

- (a) Subject to the Act and any special rights or restrictions attached to any Shares, the Directors may determine that a Dividend is payable (including declaring a Dividend, deciding to pay a Dividend or otherwise), fix the amount and the time for payment and authorise the payment or crediting by the Company to, or at the direction of, each Member entitled to that Dividend.
- (b) Interest is not payable by the Company in respect of any Dividend.
- (c) The Directors may, before declaring or paying any Dividend, resolve to set aside out of the profits of the Company such sums as they think proper to retain as reserves, to be applied at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied.
- (d) Pending any such application, the reserves may, at the discretion of the Directors, be used in the Company's business or be invested in such investments as the Directors think fit.
- (e) The Directors may carry forward so much of the profits remaining as they consider ought not to be distributed as Dividends without transferring those profits to a reserve.
- (f) Subject to the rights of persons (if any) entitled to Shares with special rights as to Dividend, all Dividends will be declared and paid according to the amounts paid or credited as paid on the Shares in respect of capital and premium in respect of which the Dividend is paid.
- (g) All Dividends will be apportioned and paid proportionately to the amounts paid or credited as paid on the Shares during any portion or portions of the period in respect of which the Dividend is paid but, if any Share is issued on terms providing that it will rank for Dividend as from a particular date, that Share ranks for Dividend accordingly.

- (h) An amount paid or credited as paid on a Share in advance of a call will not be taken for the purposes of this clause 27 to be paid or credited as paid on the Share.
- (i) Subject to any special rights or restrictions attached to any Shares, the Directors may from time to time resolve that Dividends are to be paid out of a particular source or particular sources, and where the Directors so resolve, they may, in their absolute discretion:
  - (i) allow each or any Member to elect from which specified sources that particular Member's Dividend may be paid by the Company; and
  - (ii) where such elections are permitted and any Member fails to make such an election, the Directors may, in their absolute discretion, identify the particular source from which Dividends will be payable.
- (j)
  - (i) The Directors may direct payment of the Dividend wholly or partly by the distribution of specific assets, including paid-up shares in, or debentures of, any other corporation.
  - (ii) Where a difficulty arises in regard to such a distribution, the Directors may:
    - (A) settle the matter as they consider expedient and fix the value for distribution of the specific assets or any part of those assets; and
    - (B) determine that in order to adjust the rights of all parties, cash payments will be made to any Members on the basis of the value so fixed; and
    - (C) vest any such specific assets in trustees as the Directors consider expedient.
- (k) Any Dividend or other money payable in cash in respect of Shares may be paid, at the sole risk of the intended recipient:
  - (i) by cheque sent through the post directed to:
    - (A) the address of the Member as shown in the Register of Members or, in the case of joint holders, to the address shown in the Register as the address of the joint holder first named in that Register of Members; or
    - (B) to any other address as the Member or joint holders in writing direct; or
  - (ii) by electronic funds transfer to an account with a bank or other financial institution nominated by the Member and acceptable to the Company; or
  - (iii) by any other means determined by the Directors,

or otherwise disposed of according to law.
- (l) Subject to law, all Dividends unclaimed may be invested or otherwise used by the Directors for the benefit of the Company until claimed.

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## 28 Capitalisation of Profits and distributions to Members

- (a) The Directors may resolve that it is desirable to capitalise any sum for the time being standing to the credit of any reserve account or the profit and loss account or otherwise available for distribution to Members and that that sum be applied, in any of

the ways mentioned in clause 28(b), for the benefit of Members in the proportions to which those Members would have been entitled to a distribution of that sum by way of Dividend.

- (b) The ways in which a sum may be applied for the benefit of Members under clause 28(a) are:

- (i) In paying up any amounts unpaid on Shares held by Members;
- (ii) In paying up in full unissued Shares or debentures to be issued to Members as fully paid;
- (iii) partly as mentioned in clause 28(b)(i) and partly as mentioned in clause 28(b)(ii); or

any other application permitted by law.

- (c) The Directors may do all things necessary to give effect to the resolution and, in particular, to the extent necessary to adjust the rights of the Members among themselves, may:

- (i) Issue fractional certificates or make cash payments in cases where Shares or debentures become issuable in fractions; and
- (ii) authorise any person to make, on behalf of all the Members entitled to any further Shares or debentures on the capitalisation, an agreement with the Company providing for the issue to them, credited as fully paid up, of any such further Shares or debentures or for the payment up by the Company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing Shares by the application of their respective proportions of the sum resolved to be capitalised,

and any agreement made under an authority referred to in clause 28(c) is effective and binding on all the Members concerned.

- (d) If the Company distributes to Members (either generally or to specific Members) Securities in the Company, Securities in another body corporate or Securities in a trust (whether as a Dividend or otherwise and whether or not for value or consideration), each of those Members appoints the Company as his, her or its agent to do anything necessary or desirable to effect that distribution, including agreeing to become a member of that other body corporate or trust and agreeing to be bound by the constitution of that other body corporate or trust.

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## 29 Notices

- (a) A notice may be given by the Company to any Member by:

- (i) personal service;
- (ii) sending it by post to the address shown in the Register of Members or to the address supplied by that Member to the Company for delivery of notices; or
- (iii) if the Member has so requested in writing, by facsimile transmission to a number specified in writing by the Member.

- (b) Where a notice is sent by post, service of the notice will be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected;

- (i) in the case of a notice of a meeting, on the day after the date of its posting; and
  - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- (c) Where notice is given by facsimile, service of the notice will be deemed to have been effected at the time the Company transmits the facsimile to the number specified by the Member, unless the Company has reason to believe that the transmission was not successful.
- (d) A notice may be given by the Company to the joint holders of a Share by giving the notice to the joint holder first named in the Register of Members in respect of the Share.
- (e) A notice may be given by the Company to a person entitled to a Share in consequence of the death or bankruptcy of a Member by:
  - (i) personal service; or
  - (ii) sending it by post addressed to that person by name, or by the title of representative of the deceased or assignee of the bankrupt, or by any like description,  
  
at the address (if any) supplied for the purpose by the person or, if such an address has not been supplied, at the address to which the notice might have been sent if the death or bankruptcy had not occurred.
- (f) Notice of every general meeting must be given to:
  - (i) every Member;
  - (ii) every person entitled to a Share in consequence of the death or bankruptcy of a Member who, but for his/her death or bankruptcy, would be entitled to receive notice of the meeting; and
  - (iii) the auditor for the time being of the Company (if any).
- (g) No other person is entitled to receive notices of general meetings.

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## 30 Winding Up

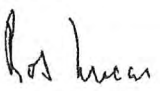
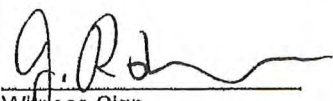
Subject to this Constitution and to the rights or restrictions attached to any Shares or class of Shares:

- (a) If the Company is wound up, the liquidator may, with the sanction of a special resolution, divide among the Members in kind the whole or any part of the property of the Company and may for that purpose set such value as the liquidator considers fair on any property to be divided and may determine how the division is to be carried out as between the Members or different classes of Members; and
- (b) the liquidator may, with the sanction of a special resolution, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no Member is compelled to accept any Shares or other securities in respect of which there is any liability.

## 31 Indemnity of Officers

- (a) Every person who is or has been a director, secretary or executive officer of the Company will be indemnified, to the maximum extent permitted by law (but subject to any limitation agreed between the Company and that person from time to time), out of the property of the Company against:
  - (i) any liability incurred to another person (other than the Company or its related bodies corporate) as such an officer unless the liability arises out of conduct involving a lack of good faith or conduct known to the person to be wrongful; and
  - (ii) any liability for costs and expenses incurred by that person:
    - (A) in defending any proceedings relating to that person's position with the Company, whether civil or criminal, in which judgment is given in that person's favour or in which that person is acquitted or which are withdrawn before judgment; or
    - (B) in connection with any application in relation to any proceedings relating to that person's position with the Company, whether civil or criminal, in which relief is granted to that person under the Act by the court.
- (b) The Company need not indemnify a person as provided for in clause 31(a) in respect of a liability to the extent that the person is entitled to an indemnity in respect of that liability under a contract of insurance.
- (c) To the extent permitted by law and without limiting the powers of the Company, the Directors may authorise the Company to, and the Company may, enter into any:
  - (i) documentary indemnity in favour of; or
  - (ii) insurance policy for the benefit of,a person who is, or has been, a Director, Secretary, auditor, employee or other officer of the Company, which indemnity or insurance policy may be in such terms as the Directors approve and, in particular, may apply to acts or omissions prior to or after the time of entering into the indemnity or policy.
- (d) The benefit of each indemnity given in clause 31(a)(i) continues, even after its terms or the terms of this paragraph are modified or deleted, in respect of a liability arising out of acts or omissions occurring prior to the modification or deletion.
- (e) Nothing in this clause 31 affects the operation of any immunity from liability, or indemnity, a person is entitled to under statute, including the immunity set out in section 74 of the *Public Sector Act 2009* (SA).

Each of the following (being the persons specified in the Company's application for registration as a person who consents to become a member of the Company) agrees to the terms of this Constitution:

Name and address of subscriber	Signature(s) of subscriber(s)	Date of Signature	Witness to signature of subscriber and address of witness
Treasurer of South Australia acting as a body corporate  Level 8, State Administration Centre, 200 Victoria Square, Adelaide, SA 5000	 _____	21/12/2019	 _____ Witness Sign Level 8 200 Vic Sq _____ Witness Address _____