

CORPORATIONS ACT 2001

**Constitution of
AUSTRALIAN PRODUCTION DESIGN GUILD**

ACN 138 715 367

Certificate of Registration of a Company

This is to certify that

AUSTRALIAN PRODUCTION DESIGN GUILD LIMITED

Australian Company Number 138 715 367

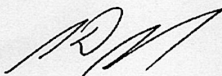
is a registered company under the Corporations Act 2001 and
is taken to be registered in New South Wales.

The company **is limited by guarantee.**

The company is a **public** company.

The day of commencement of registration is
the sixth day of August 2009.

Issued by the
Australian Securities and Investments Commission
on this sixth day of August, 2009.



Anthony Michael D'Aloisio
Chairman



CERTIFICATE

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1. DEFINITIONS

Accounting Standards has the meaning ascribed to it in the Act.

Act means the Corporations Act 2001 (Cth) or any statutory modification, amendment or re-enactment in force and any reference to any section, part or division is to that provision as so modified, amended or re-enacted.

ASIC means the Australian Securities and Investments Commission.

Auditor means the auditor for the time being of the Company.

Company Rules means the APDG Rules as revised from time to time by the National executive.

Constitution means this constitution and any supplementary, substituted or amended constitution being in force from time to time.

Corporations Regulations means the Corporations Regulations 2001 (Cth) or any statutory modification, amendment or re-enactment in force and any reference to any section, part or division is to that provision as so modified, amended or re-enacted.

Chair means the person appointed to be the chair of meetings of the National Executive, Director's meetings or meetings of Members.

Committee means a group of Members formed to deal with state, territory, industry or service sector concerns in accordance with clause 12.

Committee Chair is a person appointed as the chair of a Committee of Members in accordance with clause 12.

Company is the Australian Production Design Guild (APDG).

Director means any person formally and lawfully appointed by the National Executive as a Director of the Company.

Financial member has the meaning given to it on clause 5.1(b).

Guarantee means the maximum amount each Member agrees to pay to the Company in accordance with clause 3.4.

Meetings means the meetings of Members, National Executive, Directors' meetings, AGM and a general meeting.

Member means a person admitted as a Member under clause 5.2.

National Executive is the elected national administration body of the Company.

Officer means an officer of the Company within the meaning of section 9 of the Act.

President means a person elected to head the National Executive.

Register of Members means the register of Members to be kept pursuant to the Act.

Secretary means the APDG Business Manager, or any person formally and lawfully appointed as a secretary of the Company including any assistant or acting secretary or any substitute for the time being for the secretary.

Sector means a portion of the wider industry that is represented by the Company. This can be either a regional sector (state or territory), an industry sector (screen, live performance, events or digital production), or an APDG Operational Role (such as APDG Awards, MentorAPDG, Education, Web Management or Sponsorship).

Subscription means the subscription fee payable by a Member pursuant to clause 5.1(b).

Subcommittee means a group of members within a Committee focused on specific concerns in accordance with clause 12.

Subcommittee Chair means a Member appointed as the Chair of a Subcommittee of members in accordance with clause 12.

2. INTERPRETATION

2.1 (a) This constitution contains clauses setting out the manner in which the members of the Company have agreed to conduct the administration of the Company.

2.1 (b) This constitution takes the place of the replaceable rules contained in the Corporations Act 2001

2.2 In this Constitution, unless the context otherwise requires:

2.2 (a) Words importing:

(i) persons include companies and corporations and vice versa;

(ii) a gender includes all genders; and

(iii) the singular number include the plural number and vice versa.

2.2 (b) Division 8 of Part 1.2 (other than section 109X) of the Act applies in relation to this Constitution, so far as it is capable of application.

2.2 (c) Sections 4 and 29, Parts III, IV, V, VII and VIII (other than sections 25A, 33(4)(b) and 34AB(b)) of the Acts Interpretation Act 1901 apply in relation to this Constitution, so far as they are capable of application.

2.2 (d) Unless the context otherwise requires, an expression used in this Constitution that has a particular meaning in the Act has the same meaning in this Constitution.

2.2 (e) This Constitution is subject to the Act and where there is any inconsistency between a clause of this Constitution and the Act, the Act shall prevail to the extent of the inconsistency.

2.3 This Constitution is supported by the APDG Company Rules, as revised from time to time by the National Executive.

3. NATURE OF THE COMPANY

3.1 Public Company

The Company is a public company limited by guarantee.

A PUBLIC COMPANY
LIMITED BY GUARANTEE

3.2 Limitation of Company

3.2 (a) The Company must not be operated for the purpose of the profit or gain of any Member.

3.2 (b) The Company does not have the power to:

(i) issue shares of any kind; or

(ii) apply, pay or transfer, whether directly or indirectly, any portion of the income and property of the Company for the benefit of, or to a Member, other than as provided in clauses 6.14, 6.15 and 6.16.

3.3 Limited liability of members

The liability of members is limited to the amount of the guarantee in clause 3.4.

3.4 Guarantee of Members

Each Member must undertake to contribute a maximum of \$10.00 to the Company for payment of:

(i) the debts and liabilities of the Company incurred before the members stopped being a member;

(ii) the costs, charges and expenses of any winding up; or

(iii) the adjustment of the rights of Members among themselves, in the event that the Company is wound up:

1. while the Member is a Member; or
2. within one year after the Member ceases to be a Member.

4. COMPANY PURPOSES AND POWERS

4.1 Aims of the Company

The Aims for which the Company is established are to:

(i) represent designers and their associates in screen, live performance, events and digital production across Australia.

(ii) recognise and nurture excellence in design through awards, mentoring and accreditation.

(iii) facilitate a vibrant design community and

CONSTITUTION OF
AUSTRALIAN PRODUCTION DESIGN GUILD LIMITED

raise the professional profile of screen, live performance, events and digital production across Australia.

4.2 Scope of Powers

Provided that its capacities and powers are exercised directly or indirectly in the furtherance of its Aims, the Company shall have the legal capacity and powers of a company limited by guarantee under the Act.

5. MEMBERS

5.1 Membership of the Company

5.1 (a) There must be at least one Member.

5.1 (b) The Company is made up of financial members. A financial member is one who has paid their annual Subscription fees, or whose Subscription fee has been waived by the Company (**financial member**).

5.1 (c) The National Executive may set a limit on the maximum number of Members.

5.1 (d) A person only remains a Member for as long as they remain a financial member as defined in 5.1(b).

5.2 Admission to Membership

5.2 (a) The National Executive may admit any person as a Member on the terms and conditions they prescribe from time to time.

5.2 (b) Each Member shall be bound by the Constitution on joining the Company as a Member.

5.3 Categories of Members

5.3 (a) As defined in the Rules, the National Executive may:

- (i) establish different categories of Members;
- (ii) prescribe the qualifications, rights and privileges of persons to become a Member of a particular category; and
- (iii) revise the qualifications, rights, privileges and subscriptions for any category of Member from time to time.

5.3 (b) Voting rights and rights of participation of each category of membership are defined in the Rules.

5.4 Address of Member

5.4 (a) Each Member shall provide to the Secretary details of an email address and a street or postal address in Australia where the Company can send notices.

5.4 (b) If a Member fails to provide a current street, email or postal address in Australia, the address of the Member is deemed to be the registered office of the Company.

5.5 Cessation of Membership

5.5 (a) A Member ceases to be a Member if they:

- (i) die;
- (ii) resign in writing;
- (iii) become of unsound mind;
- (iv) are convicted of an indictable offence;
- (v) if they are a company, have a receiver or a receiver and manager appointed to its assets or some of them, or passes a resolution or takes or any action having the effect of its winding up or has such action taken against it; or
- (vi) have not paid their Subscription within the two weeks grace period.

5.5 (b) A Member who ceases to be a Member continues to be liable for any moneys due by them to the Company; and the Guarantee.

5.5 (c) Under special circumstances such as financial duress or sickness this liability may be waived by resolution of the National Executive.

5.6 Power of the National Executive in Respect of a Member's Conduct

The National Executive has the power to censure, suspend or expel the Member from the Company pursuant to a National Executive resolution if any Member:

- (i) willfully refuses or neglects to comply with the provisions of this Constitution;
- or*
- (ii) is guilty of any conduct which, in the opinion of the National Executive, is unbecoming of a Member or prejudicial to the

interests of the Company;

or

(iii) is guilty of unethical conduct which, in the opinion of the National Executive, infringes on the Code of Conduct as defined in the APDG Rules;

or

(iv) does not uphold any aspect of the Company Aims or Terms of Membership as revised from time to time by the National Executive.

5.7 The Company Rules provide the terms by which a Member's conduct may be reviewed, and the terms of appropriate action, if any is required.

6. THE NATIONAL EXECUTIVE

6.1 The National Executive is the elected national administration body of the Company. It consist of members nominated and elected to represent the state, territory, industry and service sectors represented by the Company.

6.2 The National Executive is charged with managing the Company according to the Aims of the Company and the interests of its Members.

6.3 As stated in the Rules, a position on the National Executive may be made available at any time as required for an industry, service or regional sector representative. Such a representative will be elected or nominated to represent a specified sector of the Company membership or specified Company interests to ensure an optimal balance of representation and diversity across sectors.

6.4 A member of the National Executive may represent one or more, or a combination of industry and regional sectors, and will declare such representation at the time of their election.

6.5 A Chair or any other member of an industry, regional, or service Committee may be nominated to become a member of the National Executive.

6.6 The President, Vice-President and Treasurer are designated positions within the National Executive.

6.7 National Executive Co-President

The National Executive may at any time nominate another member of the National Executive to the role of Co-President to facilitate a balance of representation of members of the Company. In such cases, the role and powers of a Co-President will be defined by the National Executive.

6.8 Attorneys of the National Executive

Subject to the Act, the National Executive may appoint an attorney under power who need not be a Member of the National Executive to do specific acts or execute specific documents on behalf of the National Executive.

6.9 Conflict of Interest: National Executive Member's duty to disclose

6.9 (a) Unless an exception under section 191(2) of the Act applies, if a National Executive Member has any actual or perceived material personal interest in a matter that relates to the affairs of the Company, they must give the National Executive notice of that interest.

6.9 (b) The notice required by clause 6.9(a) must include details of:

(i) the nature and extent of the interest; and

(ii) the relation of the interest to the affairs of the Company.

6.9 (c) The notice required by clause 6.9(a) must be given at a National Executive meeting as soon as practicable after the National Executive Member becomes aware of their interest in the matter.

6.10 Standing Notice of an interest

National Executive Members with a material personal interest in a matter that relates to the affairs of the Company may give standing notice of this ongoing interest in accordance with Section 192 the Act.

6.11 Participating by National Executive Member with a material personal interest

A National Executive Member who has a material personal interest in a matter that is being considered at a National Executive meeting or

Directors' Meeting shall not:

- (i) be present while the matter is being considered at the meeting; or
- (ii) vote on the matter, unless the interest does not need to be disclosed under Section 191 of the Act; or
- (iii) the National Executive Members who do not have a material personal interest in the matter pass a resolution that:
 - 1. identifies the National Executive Member, the nature of their interest in the matter and its relation to the affairs of the Company; and
 - 2. states that the National Executive Members are satisfied that the interest should not disqualify the National Executive Member from voting or being present.

6.12 Other offices held by Members of the National Executive

A Member of the National Executive may hold any other office or position of profit in the Company together with their office on the National Executive on such conditions, including additional remuneration as may be agreed by the National Executive.

6.13 Financial Benefits to related parties

The Company shall not give a financial benefit to a related party of the Company unless it is authorised in accordance with the Act.

6.14 Remuneration of National Executive Members

6.14 (a) Subject to Section 211 of the Act, the National Executive Members are to be paid the remuneration that the Company determines through a resolution.

6.14 (b) The Company may pay a National Executive Member's travel and other expenses that the member properly incurs:

- (i) in attending National Executive and/or Directors' meetings or any meetings of committees;
- (ii) in attending any general meeting of the Company; and
- (iii) in connection with the Company's business.

6.15 Remuneration of National Executive Members for Extra Services

6.15 (a) If the Company requests a National Executive Member to perform services in addition to those required by the Act, the Company may remunerate the Member in any manner the Company thinks fit.

6.15 (b) Any remuneration paid as contemplated by clause 6.16(a) is in addition to remuneration paid under clause 6.14.

7. ELECTION OF MEMBERS TO THE NATIONAL EXECUTIVE

7.1 Subject to clause 7.3, all positions on the National Executive will be declared open for nomination at the Annual General Meeting.

7.2 A Member nominating for a position on the National Executive will:

- (i) specify the industry, regional or service area they seek to represent;
- (ii) declare if nominating for the position of President, Vice-President or Treasurer;
- (iii) declare if nominating as a Director; and
- (iv) declare if nominating jointly with another Member for a position.

7.3 All Members will be advised of the procedures as provided in the Company Rules for nomination and election of National Executive Members, including for the designated positions of President, Vice-President and Treasurer.

7.4 The National Executive may co-opt a person who is not a financial member to serve on the National Executive.

8. RESIGNATION AND VACATION OF OFFICE FROM THE NATIONAL EXECUTIVE

8.1 A Member of the National Executive ceases to be a Member if any of the following apply:

- (i) They become prohibited by virtue of any provision of the Act or this Constitution.
- (ii) They are removed from the office by a resolution of the National Executive or membership in accordance with section 8.2.
- (iii) They resign by giving 8 weeks written notice of their intention to the Company at its registered office.
- (iv) They have been absent from six or more of the 10 annual National Executive meetings without notice or permission of the National Executive.
- (v) They have a material personal interest in a matter that relates to the affairs of the Company (other than as a Member) and fail to disclose details of that interest in accordance with clause 6.10 or the Act.

8.2 When a member resigns or is removed from the National Executive and that member represented a particular regional or industry sector clause 6.3 will apply.

8.3 Removal by Members

Subject to Section 203D of the Act, the National Executive may, by resolution and with a majority vote of Members at an AGM or special meeting:

- (i) remove a National Executive member or Director from office; and
- (ii) where the member removed was also a Director, appoint by voting within the National Executive, another person as a Director in that Director's place.

9. NATIONAL EXECUTIVE MEETINGS

9.1 Notice of National Executive meetings will be given to each Member entitled to vote at the meeting and, in the case of committees and sub-

committees, those registered as a member of that group, or as specified in of the Company Rules.

9.2 (a) National Executive meetings are chaired by the Vice President, or their delegate.

9.2 (b) If the Vice President, their delegate, or a previously elected Chair is not available or declines to act as Chair for the meeting, the National Executive may elect one of their member to Chair the meeting.

9.3 The Chair has no casting vote in addition to any vote they have in their capacity as a Member.

9.4 A resolution of the National Executive must be passed by a majority of the Members entitled to vote on the resolution.

9.5 Additional rules for conducting the business of the National Executive and Directors' meetings as specified in the APDG Rules will be revised as required on the APDG website.

10. GENERAL MEETINGS AND ANNUAL GENERAL MEETINGS (AGM)

10.1 The Company shall hold an Annual General Meeting:

- (i) within 18 months after registration of APDG;
- (ii) after the first AGM, at least once in each calendar year; and
- (iii) within five months after the end of its financial year.

10.2 The National Executive Secretary, a Committee Chair or a Subcommittee Chair may call a general meeting of Members.

10.3 General meeting called by Members

10.3 (a) If the National Executive receives a request from a Member or Members with at least 5% of the votes that may be cast at any General

Meeting, the National Executive must convene a General Meeting within 21 days after the date of receipt of that request. The General Meeting must be held no later than two calendar months after receiving the request.

10.3 (b) The request must detail any proposed resolution, the names of the Members requesting the meeting and be signed by all of the Members making the request. For this purpose, signatures of the Members may be contained in more than one document.

10.4 A court may order a meeting of Members to be called in accordance with the Act if it is impracticable to call the meeting in any other way.

10.5 Notice of Meetings

10.5 (a) Subject to the Act, at least 21 days' notice must be given of a meeting of Members.

10.5 (b) The Company may give the notice of any meeting, including National Executive meetings, Directors' meetings, General and Annual General Meetings to a Member:

- (i) personally;
- (ii) posting it to the address of the Member in the register of Members or the alternative address (if any) nominated by the Member;
- (iii) by sending it to the mobile phone or electronic mail address (if any) nominated by the Member;
- (iv) by posting on the website; or
- (v) by any other means authorised by the Act.

10.5 (c) A notice of meeting sent by post is taken to be given three days after it is posted.

10.5 (d) A notice of meeting sent by electronic mail or to a mobile phone is taken to be given on the business day after it is sent.

10.6 The Auditor is entitled to attend and be heard at meetings of Members.

10.7 The Company must give its Auditor:

- (i) notice of a general meeting in the same way that a Member is entitled to receive notice; and

- (ii) any other communication relating to the general meeting that a Member is entitled to receive.

10.8 Chairing Meetings of Members

10.8 (a) The National Executive Members at a meeting of Members must elect an individual present to Chair the meeting (or part of it).

10.8 (b) The Members present at a Members' meeting must elect a Member present to Chair the meeting (or part of it) if:

- (i) a Chair has not previously been elected by the National Executive; or
- (ii) a previously elected Chair is not available or declines to act as Chair for the meeting (or part of the meeting).

10.8 (c) The Chair must adjourn the meeting if the Members present with a majority of votes at the meeting agree or direct that the Chair must do so.

10.9 Notice of Adjourned Meeting

When a meeting is adjourned for one month or more, a new notice of the resumed meeting must be given.

10.10 Members' Resolutions

10.10 (a) The Members may propose a resolution to be moved at a general meeting only in accordance with the Act.

10.10 (b) Votes on resolutions by the Members can be registered in advance in writing, by written proxy or cast in person at the AGM, as defined in the Company Rules. All the above methods of voting are of equivalent value with each member having the opportunity to cast one vote for each position or resolution on the ballot.

10.11 Time and Place of Meetings

A meeting of Members must be held at a reasonable time and place.

10.12 The Company may hold any meeting of its Members at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

11. DIRECTORS

11.1 The Company Directors represent the Company on all matters as determined by this Constitution, and report to ASIC on behalf of the National Executive.

11.2 The National Executive will elect no less than three and no more than five National Executive Members to act as Directors.

11.3 The President, Co-President/s (if serving) and Vice-President and Treasurer will automatically be nominated as Directors.

11.4 Directors other than those in 11.3 may nominate or be nominated by the National Executive and will be elected by a majority vote of the National Executive.

11.5 All Directors will be Australian citizens, and at least three Directors must reside in Australia for no less than six months of any year of their term.

11.6 The Company will cover all costs associated with the registration of Directors.

11.7 Directors' names will be published on the Company website after the AGM.

11.8 The National Executive may extend the term of Directorship without limitation by resolution, with the interested party excluded from the vote on the resolution.

11.9 Those Directors wishing to re-nominate for their positions as Directors will first need to be re-nominated and be re-elected to the National Executive.

11.10 Directors' Meetings

11.10 (a) The elected Directors will nominate one of their Members as the Chair to conduct Directors' meetings.

11.10 (b) The Directors will meet prior to the AGM to accept the Company's financial statement and fulfil any other duties required by ASIC and may meet at any other time as required by the National Executive.

11.10 (c) Minutes of the Director's meetings will be presented at the following National Executive meeting, and the actions and resolutions of the Director's meetings be published with those of the National Executive.

11.11 Resignation of a Director

11.11 (a) A Director may resign as a Director of the Company by giving eight weeks' written notice of resignation to the Company at its registered office.

11.11 (b) Resignation as a Director does not exclude that person from remaining as a member of the National Executive.

11.11 (c) If a Director resigns from the National Executive, they would be ineligible to remain as a Director and would be deemed to have also resigned as a Director.

11.11 (d) Should a Director resign and the number of Directors falls below three, the National Executive shall elect and register a new Director at the earliest opportunity to serve out the period until the next AGM.

11.11 (e) Subject to the Act, the Company may appoint a person as a Director by passing a resolution at a general meeting resolving that the appointment or confirmation may be voted on together and no votes were cast against the resolution.

12. COMMITTEES AND SUBCOMMITTEES

As defined in the Company Rules, the National Executive may form Committees and Subcommittees from time to time to represent the Members of a state or territory, the interests of an industry sector, or an area of the Company.

13. USE OF TECHNOLOGY

13.1 A National Executive, Directors', Committee or Subcommittee meeting may be called or held using any technology consented to by that group's members.

13.2 Any consent supplied under clause 13.1 may be specified as a standing consent and may only be withdrawn within a reasonable period before the meeting.

14. QUORUM AT MEETINGS

14.1 The quorum for Meetings must be present at all times during any Meetings, including meetings of Members, National Executive and Directors' meetings.

14.2 The quorum at a meeting of the National Executive is 50% of the elected members of the National Executive.

14.3 A quorum for a Directors' meeting is three.

14.4 The quorum for a meeting of Members is 5% of the financial Members at the time of the meeting or 5% of the industry sector membership if the meeting is to determine industry-specific issues.

14.5 In determining whether a quorum is present at any Meetings, individuals attending as proxies are to be counted when the Rules provide for this.

14.6 If a Member has appointed more than one proxy only one of them is to be counted.

14.7 If there is no quorum present within 30 minutes after the starting time stated in the notice of meeting, the meeting is to be adjourned to a date, time and place specified by the Secretary.

14.8 If one or more of those requirements remain unspecified, the meeting is adjourned to:

- (i) if the date is not specified, the same day of the week;
- (ii) if the time is not specified, the same time; and
- (iii) if the place is not specified, the same place.

14.9 If no quorum is present at the resumed meeting within 30 minutes after the time for the meeting, the meeting shall be cancelled.

15. PROXIES AT A MEETINGS

15.1 A Member who is entitled to attend and cast a vote at Meetings, including meetings of Members, National Executive and Directors' meetings, may appoint a proxy to attend and cast a vote on their behalf.

15.2 Any proxy appointed under clause 15.1, shall have the rights set as the member to:

- (i) speak at the meeting; and
- (ii) vote in a vote in writing (but only to the extent allowed by the appointment).

15.3 If an individual is attending both as a Member and as a proxy, their vote as both a Member and as proxy or proxies will be counted.

16. VOTING AT COMPANY MEETINGS

16.1 Subject to any rights or restrictions attached to any category of Members as defined in the Rules, each Member has one vote at a Meeting, including meetings of Members, National Executive and Directors' meetings.

16.2 A challenge to a right to vote:

- (i) may only be made at the meeting; and
- (ii) must be determined by the Chair, whose decision is final.

16.3 A resolution put to the vote is to be decided on a show of hands which is added to the tally of pre-registered votes of those not in attendance unless a poll is demanded. Those in attendance who have pre-voted will not vote in person.

16.4 A resolution is passed with a majority of those eligible to vote on the resolution.

16.5 Neither the Chair nor the minutes need to state the number or proportion of the votes recorded in favour or against a resolution on a show of hands.

16.6 Matters on which a Poll May Be Demanded

A poll may be demanded on any resolution other than resolutions concerning:

- (i) the election of the Chair; or
- (ii) the adjournment of the meeting.

16.7 A poll may be demanded by:

- (i) the Chair;
- (ii) at least five members or 5% of the members entitled to vote on the resolution, whichever is greater;
- (iii) Members with at least 5% of votes that may be cast on the resolution on a poll.

16.8 The poll may be demanded:

- (i) before a vote is taken;
- (ii) before the voting results on a show of hands are declared; or
- (iii) immediately after the voting results on a show of hands are declared.

16.9 A poll must be taken when and in the manner the Chair directs.

17. CIRCULATING AND VOTING ON RESOLUTIONS

17.1 Resolutions

17.1 (a) Prior to Meetings, including meetings of Members, National Executive, and Directors' meetings, the proposed business of the meeting in the form of an agenda will be circulated to all members eligible to vote at that meeting.

17.1 (b) In addition to the standard business items, the agenda may contain notice of resolution/s that have been proposed and seconded and will be put to the meeting for voting. It can also contain business being raised by a member for discussion at the meeting with a view to formulating a proposal or resolution for seconding and voting.

17.2 Voting on resolutions will be conducted at the time of the meeting with the collation of votes from those present at the meeting, those attending the meeting electronically, pre-lodged votes by members not in attendance and votes cast by proxy. Votes are collated by the Secretary, and the result of votes are recorded in the minutes of the meeting.

17.3 All resolutions made either within or outside the Meetings will be notified to all Members eligible to vote at that meeting.

17.4 Circular resolutions

17.4 (a) A circular resolution may be passed without a Meeting being held if all of the Members entitled to vote on the resolution sign or agree to the circular resolution, in the manner set out in clause 17.4(b) or 17.4(c).

17.4 (b) Members may sign:

- (i) a single document setting out the circular resolution and containing a statement that they agree to the resolution; or
- (ii) separate copies of that document, as long as the wording is the same in each copy.

17.4 (c) The Company may send a circular resolution by email to members and members may agree by sending a reply email to that effect, including the text of the resolution in their reply.

17.4 (d) Electronic copies of the above resolution document may be used for signing by members if the wording of the resolution and statement are identical in each copy.

17.5 A resolution is passed or fails when the required number of votes, as dictated by the quorum for conducting Company business, are received by the Secretary.

18. COMPANY MEETING MINUTES

18.1 The Company must keep minute books in which it records:

- (i) proceedings and resolutions of Members' meetings;
- (ii) proceedings and resolutions of National Executive and Directors' meetings;
- (iii) resolutions passed by Members without a meeting;
- (iv) resolutions passed by Directors without a meeting; and
- (v) resolutions passed by the National Executive without a meeting.

18.2 The Company must ensure that the minutes of a meeting are signed by the Chair of the meeting or the Chair of the next meeting within a reasonable time after the meeting.

18.3 The Company must ensure that minutes of the passing of a circular resolution are signed by a director within a reasonable time after the resolution is passed.

18.4 For the purposes of 18.2 and 18.3 a digital signature is sufficient.

18.5 Members are entitled to gain access to the minute book of Company meetings in accordance with the Act.

19. SECRETARY

19.1 The Company must have a Secretary or Secretaries, at least one of which is ordinarily resident in Australia.

19.2 The Secretary shall be appointed by the National Executive on such terms, at such remuneration and upon such conditions as they think fit.

19.3 The Company Business Manager will act as Secretary unless otherwise determined by the National Executive.

20. ACCOUNTS AND AUDIT

20.1 Accounting records

The Directors shall, cause accounting and other records to be kept, to correctly record and explain the transactions and financial position of the Company, to enable true and fair profit and loss accounts and balance sheets to be prepared and to permit preparation of any other documents required by the Act or this Constitution.

20.2 The records shall be kept:

- (i) in such manner as to enable them to be conveniently and properly audited;
- (ii) for seven years after the completion of the transactions or operations to which they relate;
- (iii) at the Company's registered office or at such other place as the Directors think fit; and
- (iv) the directors must take reasonable steps to ensure that the Company's records are kept safe.

20.3 The records shall at all times be open to inspection by the Directors.

20.4 Accounts

20.4 (a) Each financial year, the Company shall prepare a financial report and a Directors' report in accordance with the Act.

20.4 (b) The financial report for each financial year shall consist of:

- (i) the financial statements for the year;
- (ii) the notes to the financial statements; and
- (iii) the Directors' declaration about the statement and the notes.

20.4 (c) The financial statements for the year will consist of:

- (i) a profit and loss statement for the previous financial year of the Company;
- (ii) a balance sheet at the date to which the profit and loss account is made up;
- (iii) a statement of cash flows for the year; and
- (iv) if required by the Accounting Standards, a consolidated profit and loss statement, balance sheet and statement of cash flows.

20.4 (d) The notes to the financial statements shall consist of:

- (i) disclosures required by the Corporations Regulations;
- (ii) the notes required by the Accounting Standards (if any); and
- (iii) if required, any other information necessary to give a true and fair view of the financial position and performance of the Company.

20.4 (e) The Directors' declaration made pursuant to clause 20.4(a) is a declaration by the Directors:

- (i) that the financial statement, and the notes required by the Accounting Standards, comply with the Accounting Standards;
- (ii) that the financial statements and the attached notes give a true and fair view of the financial position and performance of the Company;
- (iii) whether, in the Directors' opinion, there are reasonable grounds to believe that the Company will be able to pay its debts as and when they become due and payable; and
- (iv) whether, in the Directors' opinion, the financial statement and attached notes are in accordance with the Act.

20.5 Auditor

The Company shall appoint an Auditor to audit the Company's financial statements in accordance with the Act.

21. WINDING UP

21.1 Rights of Members on winding up

If the Company is wound up or dissolved, the Members have no right to participate in any distribution or payment of the assets or property of the Company.

21.2 Distribution of assets

21.2 (a) If the Company is wound up or dissolved, the assets and property available for distribution after satisfaction of all debts and liabilities shall be given or transferred to some other institution or institutions:

- (i) which has objects similar to the objects of the Company; and
- (ii) whose constitution prohibits the distribution of its income and property to an extent at least as great as that imposed by 21.2(a) of this document.

21.2 (b) For the purposes of clause 21.2(a), the Directors shall identify the institution or institutions at the time of dissolution.

21.2 (c) If the Directors fails to identify the institution or institutions under clause 21.2(a), the Supreme Court of New South Wales shall make that determination.

22. INDEMNITY

22.1 Indemnity

Subject to the Act, a person who is or has been an officer (as defined in the Act) or auditor of the Company is indemnified (to the maximum extent permitted by the Act) out of the assets of the Company against any losses and liabilities incurred by that person as such an officer or auditor:

22.1 (a) to another person (other than the Company or a related body corporate) unless the liability:

(i) is for a pecuniary penalty order made under section 1317G of the Act

(ii) a compensation order made under section 1317H of the Act; or

(ii) arises out of conduct involving a lack of good faith; and

22.1 (b) for legal costs and expenses incurred by the person, unless the costs and expenses are incurred:

(i) in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under section 199A(2) of the Act;

(ii) in defending or resisting criminal proceedings in which the person is found guilty;

(iii) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established; or

(iv) in connection with proceedings for relief of the person under the Act in which the court denies the relief.

23. INSURANCE

23.1 Except to the extent precluded by the Act the Company may pay or agree to pay a premium for a contract insuring the person who is or has been an officer (as defined in the Act) or auditor of the Company or of a related body corporate of the Company against any liability:

23.1 (a) incurred by the person as such an officer or auditor which does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of any civil obligations under the Act; or

23.1 (b) for costs and expenses incurred by the person in defending proceedings as such an officer, whether civil or criminal and whatever their outcome.