

# CONSTITUTION

Tatura Milk Industries Pty Ltd

ACN 006 63 970

A proprietary company limited by shares



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# Constitution of Tatura Milk Industries Pty Ltd

## 1. PRELIMINARY

### 1.1 Definitions

The following definitions apply:

**A Class Share** means an A class redeemable preference share in the Company.

**Company** means Tatura Milk Industries Pty Ltd (ACN 006 603 970) or whatever the Company's name may be from time to time.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Employee Member** means a member who:

- (a) is an employee of the Company or of a subsidiary of the Company; or
- (b) was an employee of the Company or of a subsidiary of the Company when they became a member.

**Holding Company** has the meaning given in section 9 of the Corporations Act.

**Ordinary Share** means an ordinary share in the issued capital of the Company.

**Preference Share** means a preference share in the issued capital of the Company, including an A Class Share.

**Related Body Corporate** has the meaning given in section 9 of the Corporations Act.

**Representative** means, for a body corporate, a representative under section 250D of the Corporations Act or under a corresponding previous or replacement law.

**Share** means a share of any class or kind in the issued capital of the Company, including any Ordinary Share and any Preference Share.

**Transmission Event** means:

- (a) in respect of a member who is an individual:
  - (i) the death of that member;
  - (ii) the bankruptcy of that member; or
  - (iii) that member becoming of unsound mind or a person who is, or whose estate is, liable to be dealt with under a law about mental health; and
- (b) in respect of a member who is a body corporate:
  - (i) the dissolution of that member; or
  - (ii) the succession by another body corporate to the assets and liabilities of that member.

### 1.2 Application of the Corporations Act

- (a) This constitution is subject to the Corporations Act.
- (b) The replaceable rules for a company under the Corporations Act do not apply to the Company.
- (c) A word or phrase not expressly defined in this constitution that is defined in the Corporations Act will, unless the contrary intention appears, have the same meaning as is given to that word or phrase in the Corporations Act. Where a word or phrase has more than one meaning in the Corporations Act and a provision of the Corporations Act deals with the same matter as a clause of this constitution, that expression has the same meaning as in that provision.

### 1.3 Interpretation

Unless the context indicates a contrary intention, in this constitution:

- (a) a reference to a word includes the singular and the plural of the word and vice versa;
- (b) a reference to a gender includes any gender;
- (c) if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;

- (d) a reference to a person includes a natural person, partnership, firm, trust association, corporation, body corporate, joint venture, unincorporated body, governmental or local authority or agency or other entity;
- (e) headings and bold typing are included for convenience only and do not affect interpretation;
- (f) a reference to a statute or statutory provision includes:
  - (i) a statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision;
  - (ii) a statute or statutory provision which has been amended, extended, consolidated or replaced by the statute or statutory provision; and
  - (iii) subordinate legislation made under the statute or statutory provision including, but not limited to, an order, regulation or instrument;
- (g) a member is present at a general meeting if the member is present in person or by proxy, attorney or Representative;
- (h) a reference in a clause in general terms to a person holding or occupying a particular office or position includes a reference to any person who occupies or performs the duties of that office or position;
- (i) a reference to a partly paid Share is a reference to a Share on which there is an amount unpaid;
- (j) a reference to a call or an amount called in respect of a Share includes a reference to an amount that, by the terms of issue of a Share or otherwise, becomes payable at one or more fixed times; and
- (k) the word “includes” in any form is not a word of limitation.

## **2. SHARE CAPITAL**

### **2.1 Proprietary company**

- (a) The Company is a proprietary company.
- (b) The Company must not have more than 50 non-Employee Members.
- (c) The Company must not engage in any activity that would require disclosure to investors under Chapter 6D of the Corporations Act, except for an offer of its Shares to:
  - (i) existing members of the Company; or
  - (ii) employees of the Company or a subsidiary of the Company.

### **2.2 Shares**

- (a) Subject to this constitution and without prejudice to any special right conferred on a member, the directors may issue, grant options or otherwise dispose of a Share to a person as the directors think fit. If the Company is a wholly-owned subsidiary, the directors must not issue or agree to issue any Shares without the prior written approval of its Holding Company.
- (b) The directors’ discretion includes but is not limited to terms on:
  - (i) price, conditions and timing;
  - (ii) a special right or restriction which may be preferred or deferred; and
  - (iii) dividends, voting, return of capital and participation in the property of the Company on a winding-up.
- (c) The directors may differentiate between each holder of a partly paid Share on:
  - (i) the amount of a call that member must pay; and
  - (ii) the time the member must pay that amount.

### **2.3 Certificates**

Each member is entitled without payment to receive a certificate for Shares issued as required under the Corporations Act.

## 2.4 A Class Shares

The A Class Shares are subject to the following terms and conditions:

- (a) (priority payment of dividends) an A Class Share shall be entitled in priority to any other class of Shares to payment of a non-cumulative dividend of an amount determined by the directors;
- (b) (redemption) the Company may at its discretion redeem the whole or any number of the A Class Shares held by or on behalf of a person if that person requests the redemption of the A Class Shares;
- (c) (repayment of capital) the amount payable on redemption of an A Class Share is the amount paid up on the Share together with any dividend declared but not paid;
- (d) (voting) an A Class Share confers on its holder the same right to receive notices of any general meeting of the Company, to attend or speak at any general meeting of the Company and to vote at any general meeting or upon any resolution of the Company as are conferred upon holders of Ordinary Shares;
- (e) (section 246C(6) authorisation) the Company is authorised to allot further A Class Shares ranking equally with existing A Class Shares;
- (f) (winding-up) in a winding-up of the company, A Class Shares are entitled to:
  - (i) the repayment of capital on the same basis as Ordinary Shares; and
  - (ii) to participate in the distribution of any surplus assets on the same basis as Ordinary Shares.

## 2.5 Joint holders of Shares

If two or more persons are registered as the holders of a Share then they hold it as joint tenants with rights of survivorship, subject to the following provisions:

- (a) the Company is not bound to register more than three persons as joint holders of the Share;
- (b) each joint holder and their respective legal personal representative are liable severally as well as jointly for each payment, including a call, which ought to be made in respect of the Share;
- (c) subject to clause 2.5(e), on the death of any one joint holder, the Company is entitled to recognise the survivor or survivors as the only person or persons who have any title to the Share;
- (d) any one joint holder may give effectual receipts for any dividend, interest or other distribution or payment in respect of the Share; and
- (e) the Company is not bound to issue more than one certificate for the Share and delivery of a certificate for the Share to any one joint holder is sufficient delivery to all of them.

## 2.6 Equitable and other claims

- (a) Subject to the law and an express clause in this constitution, the Company is entitled to treat the registered holder of a Share as the absolute owner of that Share.
- (b) Even if the Company has notice of a trust, claim or interest, the Company is not:
  - (i) obliged to recognise a person as holding a Share upon any trust; or
  - (ii) subject to an absolute right of ownership in the registered holder, obliged to recognise any equitable, contingent, future or partial claim to or interest in a Share on the part of any person.
- (c) Without limiting the preceding provisions of this clause, the Company may identify a Share in the register as a Share held subject to a trust.

## 2.7 Variation of rights attaching to Shares

- (a) Subject to the Corporations Act and the terms of issue of Shares in a particular class, the Company may vary or cancel rights attached to Shares in that class by special resolution and:
  - (i) a special resolution passed at a meeting of members holding Shares in that class;
  - (ii) with the written consent of members who are entitled to at least 75% of the votes that may be cast in respect of Shares in that class; or
  - (iii) if the Company is a wholly-owned subsidiary, with the written consent of its Holding Company.

- (b) The issue of any new Shares ranking equally, or any conversion of existing securities to Shares ranking equally, with existing Shares is not a variation of the rights conferred on the holders of the existing Shares, unless otherwise provided by the terms of issue of the existing Shares or required by the Corporations Act.
- (c) The issue of any new Shares ranking in priority, or any conversion of existing securities to Shares ranking in priority, to an existing class of Preference Shares is a variation of the rights conferred on the holders of the existing Preference Shares, unless the issue or conversion is expressly permitted by the terms of the existing Preference Shares.

### **3. TRANSFER OF SHARES**

#### **3.1 Transfer of Shares**

- (a) Subject to this constitution and to the rights or restrictions attached to any Share or class of Shares, a member may transfer all or any of the member's Shares by an instrument in writing which satisfies the requirements of the Corporations Act.
- (b) The Company must not charge a fee for the registration of a transfer of Shares.

#### **3.2 Registration requirements of transfer**

- (a) An instrument of transfer must be signed by or on behalf of both the transferor and the transferee unless:
  - (i) the instrument of transfer relates only to fully paid Shares and signature by the transferee has been dispensed with by the directors; or
  - (ii) the transfer of the Shares is effected by a document or documents which together duly transfers those Shares under the Corporations Act.
- (b) An instrument of transfer must be:
  - (i) duly stamped, if required by law to be stamped;
  - (ii) delivered to the Company for registration, at the registered office of the Company or such other place as the directors determine;
  - (iii) accompanied by the certificate (if any) of the Shares to be transferred and any other evidence as the directors may require to prove the title of the transferor to that Share, the right of the transferor to transfer that Share and the proper execution of the instrument of transfer; and
  - (iv) in the case of a transfer of partly paid Shares, endorsed by, or accompanied by, an instrument executed by the transferee to the effect that the transferee agrees:
  - (v) to accept the Shares subject to the terms and conditions on which the transferor held them;
    - A. to become a member; and
    - B. to be bound by this constitution.
    - C. To the extent permitted by law, the directors may waive all or any of the requirements of this clause 3.2.

#### **3.3 Effect of registration**

- (a) A transferor of Shares remains the holder of the Shares transferred until:
  - (i) the transfer is registered; and
  - (ii) the name of the transferee is entered in the register of members for the Shares.
- (b) The Company may retain any registered instrument of transfer for the period that the directors think fit.
- (c) Except in the case of fraud, the Company must return any instrument of transfer which the directors decline to register, to the person who deposited it with the Company.

#### **3.4 Power to decline registration of transfers**

- (a) Subject to any special rights conferred on the holders of a Share or class of Shares and to clause 3.4(b), the directors may in their absolute discretion decline to register the transfer of a Share without giving any reason for that refusal.

- (b) If the Company is a wholly-owned subsidiary, the directors must not register or decline to register the transfer of a Share without the prior written approval of its Holding Company.
- (c) Subject to clause 3.4(d), if the Company declines to register a transfer, the Company must send to the transferee notice of the refusal within two months after the date on which the transfer was lodged with the Company.
- (d) The Company's decision to decline to register the transfer is not invalidated if the Company fails to give a notice under clause 3.4(c).

### **3.5 Transfer on behalf of a Secured Party**

- (a) Despite any other provision of this constitution, the provisions of clause 3.4 will not apply where:
  - (i) a transfer is in favour of a person holding a mortgage, charge, pledge or other security interest (or to a person acting as agent, trustee or nominee for such a person) ("Secured Party") given by a transferee over its Shares; or
  - (ii) a transfer is by or on behalf of a Secured Party in favour of any third party upon disposal or realisation of the Shares following the Secured Party having become entitled to exercise or enforce its rights under any such mortgage, charge, pledge or security interest.
- (b) A certificate by an officer of the Secured Party that the relevant transfer is within clause 3.5(a) will be conclusive evidence of such fact and the Directors must immediately register such transfer on receiving a written request from the transferor or transferee to do so.

## **4. GENERAL MEETINGS**

### **4.1 Calling general meetings**

- (a) The directors may convene a general meeting whenever they see fit.
- (b) A general meeting may only be convened:
  - (i) by this clause; or
  - (ii) under the Corporations Act.
- (c) A general meeting must be convened by the directors in accordance with section 249D of the Corporations Act.
- (d) Subject to the Corporations Act and this constitution, the directors may postpone, cancel or change the venue for a general meeting by giving notice not later than three Business Days before the time at which the general meeting was to be held to each member, director and auditor of the Company. This clause does not apply to a general meeting convened by members or the court.
- (e) A notice postponing or changing the venue for a general meeting must specify the date, time and place of the general meeting.
- (f) A general meeting convened under section 249D of the Corporations Act:
  - (i) may not be postponed beyond the date by which section 249D requires it to be held; and
  - (ii) may not be cancelled without the consent of the requisitioning member or members.

### **4.2 Notice of general meetings**

- (a) Subject to the Corporations Act and this constitution, notice of a general meeting may be given in the form and manner determined by the directors.
- (b) The Company must give notice of a general meeting to each person who is, at the date of the notice, a member, director or an auditor of the Company.
- (c) A notice of a general meeting must:
  - (i) specify the date, time and place of the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this); and
  - (ii) state the general nature of the business to be transacted at the meeting.
- (d) A person may waive notice of any general meeting by a written notice to the Company.

- (e) The non-receipt of notice of a general meeting or proxy form by, or a failure to give notice of a general meeting or a proxy form to, any person entitled to receive notice of a general meeting under this clause 4.2 does not invalidate any act, matter or thing done or resolution passed at the general meeting if:
  - (i) the non-receipt or failure occurred by accident or error; or
  - (ii) before or after the meeting, the person:
    - A. waives notice of that meeting under clause 4.2(d); or
    - B. gives written notice to the Company of the person's agreement to that act, matter, thing or resolution.
- (f) A person's attendance at a general meeting waives any objection that person may have to:
  - (i) a failure to give notice, or the giving of a defective notice, of the meeting unless the person at the beginning of the meeting objects to the holding of the meeting; and
  - (ii) the consideration of a matter which is not within the business referred to in the notice of the meeting, unless the person objects to considering the matter when it is presented.

#### **4.3 Admission to general meetings**

The chairperson of a general meeting may expel or refuse admission to a person who is not:

- (a) a member or proxy, attorney or Representative of a member; or
- (b) a director or an auditor of the Company.

### **5. PROCEEDINGS AT GENERAL MEETINGS**

#### **5.1 Quorum at general meetings**

- (a) No business may be transacted at any general meeting, except the election of a chairperson and the adjournment of the meeting, unless a quorum of members is present when the meeting proceeds to business and remains present throughout the duration of that meeting.
- (b) A quorum consists of:
  - (i) if the number of members entitled to vote is two or more - two of those members; or
  - (ii) if only one member is entitled to vote - that member, present at the meeting.
- (c) If a quorum is not present within 30 minutes after the time appointed for a general meeting:
  - (i) where the meeting was convened by, or at the request of, a member or members, the meeting must be dissolved; or
  - (ii) in any other case:
    - A. the meeting stands adjourned to the day, time and place that the directors determine or, if no determination is made by the directors, to the same day in the next week at the same time and place; and
    - B. if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting must be dissolved.

#### **5.2 Chairperson of general meetings**

- (a) The chairperson of directors must chair a general meeting if the person is:
  - (i) present within 15 minutes after the time appointed for the meeting; and
  - (ii) willing to act.
- (b) The directors present at the general meeting, or if there are no directors present the members, may elect a person present to chair the general meeting if:
  - (i) there is no chairperson of directors; or
  - (ii) the chairperson of directors is not present within 15 minutes after the time appointed for the meeting or is unwilling or unable to act.

### 5.3 Conduct of general meetings

- (a) Any question arising at a general meeting relating to the order of business, procedure or conduct of the meeting must be referred to the chairperson of the meeting, whose decision is final.
- (b) The chairperson may, at any time during the course of the meeting, adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting, either to a later time at the same meeting or to an adjourned meeting.
- (c) The meeting may direct the chairperson to adjourn a meeting.
- (d) An adjourned meeting may only transact business unfinished at the meeting from which the adjournment took place.
- (e) It is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting unless the meeting has been adjourned for more than one month.

### 5.4 Decisions at general meetings

- (a) Subject to a resolution which as a matter of law requires a special resolution:
  - (i) a decision at a general meeting is made by a majority of votes cast by the members present; and
  - (ii) that decision is for all purposes a decision of the members.
- (b) Subject to the Corporations Act, in the case of an equality of votes upon any proposed resolution at a general meeting, unless the members present resolve otherwise, the chairperson of the meeting does not have a second or casting vote in addition to any votes to which he or she may be entitled as member, and the motion is deemed to have been lost.
- (c) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is demanded before or immediately after the show of hands by:
  - (i) the chairperson of the meeting;
  - (ii) at least five members present and entitled to vote on the resolution; or
  - (iii) a member or members present at the meeting and representing at least 5% of the votes that may be cast on the resolution on a poll.
- (d) A demand for a poll does not prevent the continuance of a general meeting for the transaction of any business other than the question on which the poll has been demanded.
- (e) The chairperson may declare the result of a vote decided on a show of hands and, unless a poll is duly demanded:
  - (i) the chairperson's declaration and an entry to that effect into the minute book is conclusive evidence of the result; and
  - (ii) further proof of the number or proportion of the votes recorded in favour of or against the resolution is not required.

### 5.5 Poll

- (a) Subject to clause 5.5(b), if a poll is duly demanded at a general meeting, the poll will be taken when and in the manner the chairperson of the meeting directs.
- (b) A poll demanded at a general meeting on the election of a chairperson or on a question of adjournment must be taken immediately.
- (c) The result of the poll is a resolution of the meeting at which the poll was demanded.
- (d) The demand for a poll may be withdrawn.

### 5.6 Decisions without general meetings

- (a) Subject to clause 5.6(c), the Company may pass a resolution without holding a general meeting if all of the members entitled to vote on the resolution sign a document stating that they are in favour of the resolution set out in the document,



- (b) For the purposes of this clause 5.6:
  - (i) 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;
  - (ii) each member, in respect of which a Share is jointly registered in its name and in the name of any other member or members, must sign the document;
  - (iii) the resolution is passed when the last member signs; and
  - (iv) a document signed in accordance with this clause 5.6 is to be taken as a minute of the passing of the resolution.
  - (v) Clause 5.6(a) does not apply to a resolution to remove an auditor.
- (c) If the Company has only one member, the Company may pass a resolution by the member recording it and signing the record. That record is to be taken as a minute of the passing of that resolution.

### **5.7 Voting rights**

- (a) Subject to this constitution and to any rights or restrictions attached to a Share or class of Shares, at a general meeting:
  - (i) on a show of hands, every member present has one vote; and
  - (ii) on a poll, every member present has:
    - A. one vote for each fully paid Share the member holds and which entitles the member to vote; and
    - B. a fraction of a vote for each partly paid Share the member holds and which entitles the member to vote, equivalent to the proportion which the amount paid on the Share bears to the total amounts paid and payable on the Share. An amount paid on a Share in advance of a call is to be ignored.
- (b) If a person present at a general meeting represents more than one member:
  - (i) on a show of hands, the person is entitled to one vote only despite the number of members the person represents; and
  - (ii) that vote is taken as having been cast for all the members the person represents.
- (c) A joint holder may vote at any meeting in person or by proxy, attorney or Representative as if that person was the sole holder. If more than one joint holder tenders a vote, then the vote of the holder named first in the register is accepted to the exclusion of any other.
- (d) An infant member is not entitled to vote at a general meeting. The parent or guardian of an infant may vote at any general meeting upon producing evidence of the relationship or of the appointment, as the directors may require.
- (e) A member is entitled to vote at a general meeting only if all calls and other sums of money, presently payable by that member for Shares in the Company, are paid.
- (f) A person must raise an objection to the qualification of a person to vote at a general meeting:
  - (i) before or at the meeting at which the vote is given; and
  - (ii) by referring it to the chairperson of the meeting.
- (g) The chairperson's decision about a person's qualification to vote at a general meeting is final.

### **5.8 Representation at general meeting**

- (a) Subject to this constitution, each member entitled to vote at a general meeting may vote:
  - (i) in person or, if a member is a body corporate, by its Representative;
  - (ii) by not more than two proxies; or
  - (iii) by not more than two attorneys.
- (b) A proxy, attorney or Representative may, but need not, be a member.

- (c) A proxy, attorney or Representative may be appointed for:
  - (i) all or any number of general meetings; or
  - (ii) a particular general meeting.

#### **5.9 Instruments appointing a proxy, attorney or Representative**

- (a) Subject to the Corporations Act and unless specified in the instrument, an instrument appointing a proxy, attorney or Representative will be taken to confer authority:
  - (i) to agree to a meeting being convened by shorter notice than is required by the Corporations Act or by this constitution;
  - (ii) to speak to any proposed resolution on which the person may vote;
  - (iii) to demand or join in demanding a poll on any resolution on which the person may vote;
  - (iv) even though the instrument may refer to specific resolutions and may direct the proxy, attorney or Representative on how to vote on those resolutions:
    - A. to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
    - B. to vote on any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the meeting;
    - C. to act generally at the meeting; and
  - (v) even though the instrument may refer to a specific meeting to be held at a specified time or venue, where the meeting is rescheduled or adjourned or changed to another venue, to attend and vote at the rescheduled or adjourned meeting or at the new venue.
- (b) If a member appoints two proxies and the appointment does not specify the proportion or number of the member's votes that each proxy may exercise, each proxy may exercise half of the votes.
- (c) An instrument appointing a proxy or attorney may direct the manner in which the proxy or attorney is to vote for a particular resolution. If an instrument directs the proxy or attorney, then the person must vote as directed.

#### **5.10 Validity of instrument**

- (a) An instrument appointing a proxy or attorney:
  - (i) must be in writing, legally valid and signed by the appointer or the appointer's attorney; and
  - (ii) is not required to be in a particular format.
- (b) A proxy or attorney may vote only if the instrument appointing the person and any authority under which the instrument is signed are:
  - (i) received in the office before the meeting;
  - (ii) tabled at the meeting at which the person proposes to vote; or
  - (iii) in the case of a poll, produced when the poll is taken.
- (c) The instrument and the authority may be delivered either to the office of the Company or to an address stated on the notice of meeting by:
  - (i) post, courier or hand delivery;
  - (ii) facsimile using the number on the notice; or
  - (iii) any electronic means using the electronic address stated in the notice.
- (d) The proxy or attorney must not vote, as the appointer's proxy or attorney, if the appointer votes on a resolution.

## **6. APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS**

### **6.1 Appointment and removal of directors**

- (a) There must be:
  - (i) at least one director ordinarily residing in Australia; and
  - (ii) not more than 5 directors or such other maximum number as the members may determine from time to time.
- (b) The directors in office on the date that the Company adopted this constitution continue in office on the terms and conditions set out in this constitution.
- (c) The Company may by resolution:
  - (i) appoint any natural person to be a director, but total number of directors must not at any time exceed the maximum number allowed under this constitution; and
  - (ii) remove a director.
- (d) In the event that the Company is a wholly-owned subsidiary, its Holding Company may at any time appoint a person as a director of the Company or remove any director or all directors of the Company by written notice to the Company.
- (e) The directors may appoint any natural person to be a director, either to fill a casual vacancy or as an addition to the existing directors, but the total number of directors must not at any time exceed the maximum number allowed under this constitution. If the Company is a wholly-owned subsidiary, the directors cannot appoint a director without the prior written approval of its Holding Company.
- (f) Subject to clause 6.2 and the terms of any agreement between the Company and the relevant director, a director holds office until the director dies, resigns or is removed from office pursuant to clause 6.1(c)(ii).

### **6.2 Vacation of office**

A person ceases to be a director of the Company:

- (a) in the circumstances prescribed by the Corporations Act; or
- (b) if the director resigns by notice in writing to the Company.

### **6.3 Remuneration of directors**

- (a) Each director is entitled to the remuneration out of the funds of the Company as the members determine.
- (b) In addition to their remuneration, the directors are entitled to be paid all travelling and other expenses properly incurred by them in connection with the affairs of the Company.

### **6.4 Director need not be a member**

- (a) A director is not required to hold any Shares in the Company to qualify for appointment as a director.
- (b) A director is entitled to attend and speak at general meetings even if that director is not a member.

### **6.5 Interested directors**

- (a) A director may hold any other office or place of profit (other than an auditor of the Company) in the Company or any Related Body Corporate in conjunction with his or her position as a director.
- (b) A director of the Company may or become a director or other officer of, or otherwise interested in, any Related Body Corporate or any other body corporate promoted by the Company or in which the Company may be interested in as a member or otherwise and is not accountable to the Company for any remuneration or other benefit the director receives for that office or interest.
- (c) The directors may exercise the voting rights conferred by shares in any body corporate that the Company holds or owns in any manner, including but not limited to voting for a resolution:
  - (i) appointing a person as a director or other officer of that body corporate; and
  - (ii) remunerating a director or other officer of that body corporate.

- (d) A director may, if permitted by law, vote in favour of the exercise of the voting rights in clause 6.5(c) even if he or she is, or may be, appointed a director or other officer of that other body corporate and, as such, is interested in the exercise of those voting rights.
- (e) A director is not disqualified, merely because that person is a director, from contracting with the Company or any of its Related Bodies Corporate for any reason including, but not limited to:
  - (i) supplying goods or services to the Company or any of its Related Bodies Corporate;
  - (ii) selling or purchasing property to or from the Company or any of its Related Bodies Corporate;
  - (iii) lending or borrowing money to or from the Company or any of its Related Bodies Corporate with or without interest and with or without security;
  - (iv) guaranteeing the repayment of any money borrowed by the Company or any of its Related Bodies Corporate for a commission or profit;
  - (v) underwriting or guaranteeing the subscription for securities in the Company or in a Related Body Corporate or any other body corporate promoted by the Company or in which the Company may be interested as a member or otherwise, for a commission or profit; or
  - (vi) being employed by the Company or any of its Related Bodies Corporate or acting in a professional capacity (other than auditor) on behalf of the Company or any of its Related Bodies Corporate.
- (f) No contract made by a director with the Company or any of its Related Bodies Corporate, and no contract or arrangement entered into by or on behalf of the Company or any of its Related Bodies Corporate in which any director may be in any way interested, is void or voidable merely because the director holds office as a director or because of the fiduciary obligations arising out of that office.
- (g) No director contracting with the Company or any of its Related Bodies Corporate or being interested in any arrangement involving the Company or any of its Related Bodies Corporate is liable to account to the Company for any profit realised by or under a contract or arrangement of that kind, merely because the director holds office as a director or because of the fiduciary obligations arising out of that office.
- (h) Subject to the provisions of the Corporations Act (including section 191 of the Corporations Act), a director, who is interested in a contract or arrangement or proposed contract or arrangement may, despite that interest:
  - (i) be counted in a quorum at a meeting of directors considering that contract or arrangement or proposed contract or arrangement;
  - (ii) vote for any matter arising out of the contract or arrangement or proposed contract or arrangement; and
  - (iii) sign or countersign any document for that contract or arrangement or proposed contract or arrangement that the Company may execute.

## **7. POWERS AND DUTIES OF DIRECTORS**

### **7.1 Directors' powers**

- (a) The directors are responsible for managing the business of the Company and may exercise, to the exclusion of the Company in members' meeting, all the powers of the Company which are not required, by the Corporations Act or by this constitution, to be exercised by the Company in members' meeting.
- (b) Without limiting the generality of clause 7.1(a), the directors may exercise all the powers of the Company to:
  - (i) borrow or otherwise raise money;
  - (ii) charge any property or business of the Company or all or any of its uncalled capital; and
  - (iii) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

- (c) The directors may:
  - (i) appoint or employ any person to be an officer, agent or attorney of the Company for the purpose, for the period and on the conditions as they think fit;
  - (ii) resolve to delegate any of their powers to an officer, agent or attorney and the officer, agent or attorney must exercise the powers delegated in accordance with any directions of the directors;
  - (iii) authorise an officer, agent or attorney to delegate any of the powers, discretions and duties vested in the officer, agent or attorney; and
  - (iv) subject to any contract between the Company and the relevant officer, agent or attorney, remove or dismiss any officer (excluding a director of the Company), agent or attorney of the Company at any time, with or without cause.
- (d) A power of attorney may contain such provisions for the protection and convenience of the attorney or persons dealing with the attorney as the directors think fit.

## **7.2 Wholly-owned subsidiary**

In the event that the Company is a wholly-owned subsidiary of a body corporate:

- (a) the directors are authorised to act in the best interests of the Company's Holding Company; and
- (b) a director is deemed to act in good faith in the best interest of the Company if:
  - (i) the director acts in good faith in the best interests of the Company's Holding Company; and
  - (ii) the Company is not insolvent at the time the director acts and does not become insolvent because of the director's act.

## **8. PROCEEDINGS OF DIRECTORS**

### **8.1 Proceedings of directors**

- (a) The directors may meet together for the conduct of business and adjourn and otherwise regulate their meetings as they think fit.
- (b) A directors' meeting may be called or held using any technology consented to by all of the directors. The consent may be a standing one. A director may only withdraw his or her consent within a reasonable period before the meeting.
- (c) The contemporaneous linking together by a form of technology of a number of the directors sufficient to constitute a quorum, constitutes a meeting of the directors and all the provisions in this constitution relating to meetings of the directors apply, so far as they can and with such change as necessary, to meetings of the directors held using a form of technology.
- (d) A director participating in a meeting held using a form of technology is considered present in person at the meeting.

### **8.2 Convening of meetings of directors**

- (a) A director may, whenever the director thinks fit, convene a meeting of the directors.
- (b) A secretary must, on the requisition of a director, convene a meeting of the directors.

### **8.3 Notice of meetings of directors**

- (a) Subject to this constitution, notice of a meeting of directors must be given to each person who is, at the time of giving the notice a director, other than a director on leave of absence approved by the directors.
- (b) A notice of a meeting of directors:
  - (i) must specify the time and place of, or form of technology for, the meeting;
  - (ii) need not state the nature of the business to be transacted at the meeting; and
  - (iii) may be given in person or by post, or, subject to the Corporations Act, by a form of technology.
- (c) A director may waive notice of any meeting of directors by written notice to the Company in person or by post, or by a form of technology.

- (d) The non-receipt of notice of a meeting of directors by, or a failure to give notice of a meeting of directors to, a director does not invalidate any act, matter or thing done or resolution passed at the meeting if:
  - (i) the non-receipt or failure occurred by accident or error;
  - (ii) the director attended the meeting; or
  - (iii) before or after the meeting, the director:
    - A. waives notice of that meeting under clause 8.3(c); or
    - B. notifies the Company of his or her agreement to that act, matter, thing or resolution personally or by post, or by a form of technology.
- (e) Attendance by a person at a meeting of directors waives any objection that person may have to a failure to give notice of the meeting.

#### **8.4 Quorum at meetings of directors**

- (a) The directors may transact business at a meeting of directors only if a quorum of directors is present at the time the business is dealt with.
- (b) A quorum of directors consists of:
  - (i) if the directors have fixed a number for the quorum, that number of directors;
  - (ii) if the Company has a single director, that director; and
  - (iii) in any other case, two directors.
- (c) If the number of directors in office at any time is not sufficient to constitute a quorum, the remaining director or directors must act as soon as possible to:
  - (i) increase the number of directors to a number sufficient to constitute a quorum; or
  - (ii) convene a general meeting of the Company for that purpose.
- (d) Until the directors have complied with 8.4(c), they must only act if and to the extent that there is an emergency requiring them to act.

#### **8.5 Chairperson of directors**

- (a) The chairperson of directors, if present within 10 minutes after the time appointed for the holding of the meeting and willing to act, must preside as chairperson at each meeting of directors.
- (b) The directors present must elect one of themselves to be chairperson of the meeting if at a meeting of directors:
  - (i) there is no chairperson of directors;
  - (ii) the chairperson of directors is not present within 10 minutes after the time appointed for the holding of the meeting; or
  - (iii) the chairperson of directors is present within that time but is not willing to act as chairperson of the meeting.
- (c) If the Company has only one director, that director is regarded as the chairperson of directors for the purposes of this constitution.

#### **8.6 Decisions of directors**

- (a) Unless the Company has only one director, questions arising at a meeting of directors are to be decided by a majority of votes cast by the directors present and entitled to vote and a decision of that kind is for all purposes a determination of the directors.
- (b) If the Company has only one director, the director may pass a resolution and make a declaration by recording it and signing the record. The record of the decision is to be taken as a minute of the passing of that decision.
- (c) Subject to the Corporations Act, in the case of an equality of votes upon any proposed resolution, the chairperson of the meeting does not have a second or casting vote in addition to the chairperson's deliberative vote.

## **8.7 Written resolutions**

- (a) The directors may pass a resolution, without a directors' meeting being held, if all of the directors entitled to vote on the resolution, other than a director on leave of absence, assent to a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by directors if the wording of the resolution on each is identical.
- (b) The resolution is passed when the last director assents.
- (c) A director may assent to a document by signing the document or by notifying the Company of the director's assent in person or by post, telephone, facsimile or other forms of technology.
- (d) Where a document is assented to in accordance with this clause 8.7, the document is to be taken as a minute of the passing of the resolution.

## **8.8 Delegation**

- (a) The directors may delegate any of their powers to:
  - (i) a committee of directors;
  - (ii) a director;
  - (iii) an employee of the Company; or
  - (iv) any other person.
- (b) The directors may set the terms upon which a delegate can exercise powers. Without limitation, the directors may establish the rules under which a committee to which powers are delegated must operate.
- (c) A delegate must exercise a power delegated by the directors in accordance with any directions of the directors.
- (d) A committee to which powers are delegated by the directors must have a chairperson and, subject to any terms set by the directors:
  - (i) meetings of the committee may be held and regulated as the committee determines; and
  - (ii) decisions of the committee will be made by majority vote of the committee members present.

## **8.9 Validity of acts**

An act done by a person acting as a director, by a meeting of directors or by a committee of directors attended by a person acting as a director is not invalidated by reason only of:

- (a) a defect in the appointment of the person as a director;
- (b) the person being disqualified to be a director or having vacated office; or
- (c) the person not being entitled to vote,

if that circumstance was not known by the person or the other directors when the act was done.

## **9. SECRETARIES**

The directors may appoint one or more secretaries, for any period and on any terms the directors resolve. Subject to any agreement between the Company and a secretary, the directors may remove or dismiss a secretary at any time, with or without cause. The directors may revoke or vary the appointment of a secretary.

## **10. INDEMNITY AND INSURANCE**

### **10.1 Indemnity**

- (a) This clause 10.1 apply:
  - (i) to each person who is or has been a director of the Company;
  - (ii) to such other officers or former officers of the Company or of its Related Bodies Corporate as the directors in each case determine; and
  - (iii) if the directors so determine, to any auditor or former auditor of the Company or of its Related Bodies Corporate.

- (b) The Company must indemnify, on a full indemnity basis and to the full extent permitted by law, each person to which this clause 10.1(b) applies for all losses or liabilities incurred by the person as an officer or, if the directors so determine, an auditor of the Company or of a Related Body Corporate including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred:
  - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
  - (ii) in connection with an application, in relation to such proceedings, in which the Court grants relief to the person under the Corporations Act.
- (c) The indemnity in clause 10.1(b):
  - (i) is a continuing obligation and enforceable by a person to whom clause 10.1(b) applies even though that person may have ceased to be an officer or auditor of the Company or of a Related Body Corporate;
  - (ii) applies to losses and liabilities incurred both before and after the date of adoption of that clause; and
  - (iii) operates only to the extent that the loss or liability is not covered by insurance.

## 10.2 Insurance

The Company may, to the extent permitted by law:

- (a) purchase and maintain insurance; or
- (b) pay or agree to pay a premium for insurance,

for any person to whom this clause 10 applies against any liability incurred by the person as an officer or auditor of the Company or of a Related Body Corporate including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred in defending proceedings, whether civil or criminal and whatever their outcome.

## 10.3 Savings

Nothing in clauses 10.1(b) or 10.2:

- (a) affects any other right or remedy that a person to whom this constitution applies may have in respect of any loss or liability referred to in those clauses; or
- (b) limits the capacity of the Company to indemnify or provide insurance for any person to whom those clauses do not apply.

## 11. DISTRIBUTION OF PROFITS

### 11.1 Dividends

- (a) Subject to the Corporations Act, the directors may from time to time determine that a dividend is payable, fix the amount and time for payment and authorise the payment or crediting by the Company to, or at the direction of, each member entitled to the dividend.
- (b) The directors may pay any dividend payable under the terms of issue of a Share.
- (c) The payment of a dividend does not require any confirmation by the Company in a general meeting.
- (d) Subject to the rights and restrictions attached to a Share or class of Shares, if a Share is partly paid, the Company must pay a dividend in proportion to the amount paid or credited on the partly paid Share. For this purpose, the directors must ignore an amount a members pays or has credited in advance of a call.
- (e) Interest is not payable by the Company in respect of any dividend, whether or not declared.
- (f) The directors may fix a record date for a dividend, with or without suspending the registration of transfers.
- (g) The Company must pay a dividend:
  - (i) on the record date for that dividend; or
  - (ii) if the directors have not fixed a record date for that dividend, on the date fixed for payment of the dividend.
- (h) The directors may direct payment of a dividend wholly or partly by the distribution of specific assets including paid-up Shares or other securities of the Company or of another body corporate, either generally or to specific shareholders.



- (i) The directors may deduct from any dividend payable to a member all sums of money presently payable by the members to the Company and apply the amount deducted in or towards satisfaction of the money owing.
- (j) If a person is entitled to a Share as a result of a Transmission Event, then the directors may, but are not obliged to, retain any dividend payable for that Share until that person becomes registered as the holder of the Share or transfers it.

#### **11.2 Method of payment of dividend**

- (a) Without prejudice to any other method of payment the directors may adopt, the directors may pay any dividend, interest or other money payable in cash for Shares by cheque.
- (b) The directors may send a cheque by post to:
  - (i) the address of the holder as shown in the register of members, or in the case of joint holders, to the address shown in the register of members as the address of the joint holder first named in that register; or
  - (ii) such other address as the holder or joint holders direct(s) in writing.This clause 11.2(b) does not adversely affect any other method of payment the directors may adopt.
- (c) A cheque sent under clause 11.2(b) may be made payable to:
  - (i) bearer;
  - (ii) the order of the member to whom it is sent; or
  - (iii) a person that the member may direct,and is sent at the member's risk.
- (d) If a transfer of a Share is registered after the time determined for entitlements to a dividend on that Share but before the dividend is paid, the person transferring that Share is entitled to that dividend.

#### **11.3 Capitalisation of profits**

- (a) Subject to any rights or restrictions attached to a Share or class of Shares, the directors may capitalise, and distribute among the members entitled to receive dividends, any amount available for distribution as a dividend.
- (b) The directors may resolve that all or part of the capitalised amount is to be applied:
  - (i) in paying up in full any unissued Shares or other securities of the Company;
  - (ii) in paying up any amounts unpaid on Shares or other securities of the Company held by the members; or
  - (iii) as a combination of the above, or in any other way permitted by the Corporations Act,and that application must be accepted by the members entitled to participate in the distribution in full satisfaction of their interest in the capitalised amount.
- (c) Clauses 11.1(f) and 11.1(g) apply, so far as they can and with any necessary changes, to a capitalisation of an amount under this clause 11.3 as if references in those rules to a dividend and to the date a dividend is paid were references to a capitalisation of an amount and to the date the directors resolve to capitalise the amount under this clause.

#### **11.4 Ancillary powers**

- (a) To give effect to a resolution which determines how the directors will pay a dividend or that the directors will capitalise any amount, the directors may:
  - (i) settle any difficulty that may arise in making the distribution or capitalisation;
  - (ii) fix the value for distribution of a specific asset;
  - (iii) pay cash or issue a Share or other security to a member to adjust the rights of all parties;
  - (iv) vest a specific asset, cash, Share or other security in any trustee upon trust for a person entitled to a dividend or capitalised amount; and

(v) authorise a person to make, on behalf of all the members entitled to any further Share or security following the distribution or capitalisation, an agreement with the Company or another body corporate providing, as appropriate:

- A. for the issue to them of those further Shares or other securities as fully paid; or
- B. for the payment by the Company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing Shares or other securities by the application of their respective proportions of the sum resolved to be capitalised,

and any agreement made under such authority is effective and binding on all members concerned.

(b) If the Company distributes to a member Shares or securities in the Company or in another body corporate or trust, the member appoints the Company as their agent to do anything needed to give effect to that distribution, including agreeing to become a member of that other body corporate.

#### **11.5 Reserves**

- (a) Subject to this constitution, the directors may set aside such sums as reserves that they determine to be appropriate, to be applied at the discretion of the directors, for any purpose for which such sums may be properly applied.
- (b) The directors may appropriate to the profits of the Company an amount previously set aside as a reserve or provision.
- (c) If the directors set aside an amount as a reserve or provision, they may:
  - (i) keep the amount together with other assets of the Company;
  - (ii) use the amount in the business of the Company; and
  - (iii) invest the amount in any investment.

#### **11.6 Carry forward of profits**

The directors may carry forward so much of the profits as they consider ought not to be distributed as dividends or capitalised, without transferring those profits to a reserve or provision.

#### **11.7 Dividend reinvestment plans**

The directors may:

- (a) implement a dividend reinvestment plan; and
- (b) amend, suspend or terminate any dividend reinvestment plan.

#### **11.8 Dividend selection plans**

The directors may:

- (a) implement a dividend selection plan under which participants may elect to:
  - (i) receive a dividend from the Company paid wholly or partly out of any particular fund or reserve or out of profits derived from any particular source; or
  - (ii) forego a dividend from the Company in place of some other form of distribution from the Company or another body corporate or a trust; and
- (b) amend, suspend or terminate any dividend selection plan they implement.

## **12. WINDING-UP**

### **12.1 Distribution of surplus**

Subject to the provisions of this constitution and to the rights or restrictions attached to any Share or class of Shares:

- (a) if the Company is wound-up and the property of the Company is more than sufficient to pay all of:
  - (i) the debts and liabilities of the Company; and
  - (ii) the costs, charges and expenses of the winding-up,the excess must be divided among the members in proportion to the number of Ordinary Shares held by each of them, irrespective of the amounts paid or credited as paid on the Ordinary Shares;
- (b) for the purposes of calculating the excess referred to in clause 12.1(a), any amount unpaid on a Share is to be treated as property of the Company; and
- (c) the amount of the excess that would otherwise be distributed to the holder of a partly paid Share under clause 12.1(a) must be reduced by the amount unpaid on that Share at the date of the distribution and, if that results in a negative amount, the holder must contribute that amount to the Company and until paid will constitute a debt owed by that member to the Company.

### **12.2 Division of property**

- (a) If the Company is wound-up, the liquidator may, with the sanction of a special resolution:
  - (i) divide among the members the whole or any part of the property of the Company; and
  - (ii) determine how the division is to be carried out as between the members or different classes of members.
- (b) A division may be otherwise than in accordance with the legal rights of the members and, in particular, any class may be given preferential or special rights or may be excluded altogether or in part.
- (c) If a division is not in accordance with the legal rights of the members, a member is entitled to dissent and to exercise the same rights as if the special resolution sanctioning that division were a special resolution passed under section 507 of the Corporations Act.
- (d) If any of the property to be divided includes a security with a liability to calls, a person entitled under the division to a security may, within ten days after the passing of the special resolution, by notice in writing direct the liquidator to:
  - (i) sell the person's proportion of the security; and
  - (ii) account for the net proceeds,and the liquidator, if practicable, must act accordingly.
- (e) Nothing in this clause 12.2 derogates from or affects any right to exercise any statutory or other power which would have existed if this clause were omitted.
- (f) Clause 11.4 applies, so far as it can and with necessary changes, to a division by a liquidator under clause 12.2(a) as if the references in clause 11.4(a) to the directors and to a distribution or capitalisation were references to the liquidator and to the division under clause 12.2(a).

## **13. MINUTES AND RECORDS**

### **13.1 Minutes**

The directors must ensure that minutes of:

- (a) all proceedings and resolutions of general meetings;
- (b) proceedings and resolutions of meetings of the directors and of committee of the directors;
- (c) resolutions passed by members without a meeting;
- (d) resolutions passed by a director without a meeting; and
- (e) declarations made by a director of a single director company,

are recorded in books kept for that purpose, within one month after the meeting is held, the resolution is passed or the declaration is made.

### 13.2 Signing of minutes

- (a) Minutes of a meeting must be signed by the chairperson of the meeting or the chairperson of the next meeting within a reasonable time.
- (b) If the Company has only one director, that director must sign the minutes of the making of a declaration within a reasonable time after the declaration is made.

### 13.3 Minutes as evidence

Subject to proof to the contrary, a minute that is recorded and signed under clauses 13.1 and 13.2 is evidence of the proceeding, resolution or declaration to which it relates.

### 13.4 Inspection of records

- (a) The directors must ensure the minute books for general meetings are open for inspection by members free of charge.
- (b) Subject to clause 13.4(a), the directors may determine whether and to what extent, and at what time and places and under what conditions, the minute books, accounting records and other documents of the Company or any of them are open to the inspection of members who are not directors.
- (c) Subject to the law and authorisation by the directors, a member who is not a director has no right to inspect any books, records or documents of the Company.

## 14. NOTICES

### 14.1 Notices by the Company to members

- (a) The Company may give a notice to a member by:
  - (i) serving it personally at, or by sending it by post in a prepaid envelope to, the member's address as shown in the register of members or another address the member has supplied; or
  - (ii) sending it to the facsimile number or electronic address the member has supplied to the Company for the giving of notices.
- (b) The Company must give a notice about a resolution under clause 5.6 to each joint holder. For all other purposes, a notice may be given by the Company to the joint holders of Shares by giving the notice to the joint holder first named in the register of members.
- (c) The Company may give a notice to a person entitled to a Share as a result of a Transmission Event by serving it or sending it in the manner authorised by this clause 14.1 and:
  - (i) addressed to the name or title of the person, at or to the address, facsimile number or electronic address supplied to the Company for the giving of notices to that person; or
  - (ii) if no address, facsimile number or electronic address has been supplied, then at or to the address, facsimile number or electronic address to which the notice would have been sent if the relevant Transmission Event had not occurred.
- (d) The fact that a person has supplied a facsimile number or an electronic address for the giving of notice does not require the Company to give any notice to that person by facsimile or electronic means.
- (e) Despite the occurrence of a Transmission Event and whether or not the Company has notice of that occurrence, a notice given to a member under this clause 14.1 is:
  - (i) duly given for any Share registered in that person's name, whether solely or jointly with another person; and
  - (ii) sufficient service on any person entitled to a Share as a result of the Transmission Event.
- (f) A notice given to a person, who is entitled to a Share as a result of a Transmission Event, is sufficient service on the member in whose name the Share is registered.
- (g) A person who, because of a transfer of Shares, becomes entitled to a Share registered in the name of a member is bound by every notice which, before that person's name and address is entered in the register of members for those Shares, is given to the member under this clause 14.1.

- (h) The Company may sign any notice given to a member under this clause 14.1 in writing or as a facsimile printed or affixed by some mechanical or other means.
- (i) A certificate signed by a director or secretary of the Company stating that the Company has given notice under this constitution is conclusive evidence of that fact.

#### **14.2 Notices by the Company to directors**

- (a) Subject to this constitution, the Company may give a notice to any auditor or director either by:
  - (i) serving it personally at, or by sending it by post in a prepaid envelope to, the auditor's or director's usual residential or business address or to another address the auditor or director has supplied to the Company for the giving of notices; or
  - (ii) sending it to the facsimile number or electronic address which the auditor or director has supplied to the Company for the giving of notices.

#### **14.3 Notices by members or directors to the Company**

Subject to this constitution, a member or director may give a notice to the Company by:

- (a) serving it on the Company, at the registered office of the Company;
- (b) sending it by post in a prepaid envelope to the registered office of the Company; or
- (c) sending it to the principal facsimile number or principal electronic address of the Company at its registered office.

#### **14.4 Notices posted to addresses outside Australia**

A notice sent by post to an address outside Australia must be sent by airmail.

#### **14.5 Time of service**

- (a) If a notice is sent by post, then it is served if a prepaid envelope containing the notice is properly addressed and placed in the post:
  - (i) in the case of a notice of a general meeting, on the day after the date of its posting; or
  - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- (b) If a notice is sent by facsimile or electronic means, then it is served on the day after the date it is sent.

#### **14.6 Other communications and documents**

The provisions of this constitution relating to the service of notices apply, so far as they can and with the necessary changes, to the service of any other communication or document.

#### **14.7 Notices in writing**

A reference in this constitution to a notice in writing includes a notice given by facsimile or electronic means.

### **15. GENERAL**

#### **15.1 Submission to jurisdiction**

Each member submits to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia and the courts that may hear appeals from these courts.

#### **15.2 Severance**

- (a) Any provision of, or the application of any provision of, this constitution that is prohibited in any place is, in that place, ineffective only to the extent of the prohibition.
- (b) Any provision of, or the application of any provision of, this constitution that is void, illegal or unenforceable in any place does not affect the validity or enforceability of that provision in any other place or of the remaining provisions of this constitution.