

Constitution of Pan Pacific Suzuki Association Pty Limited

A.C.N. 141 167 624

A Proprietary Company Limited by Shares

1. Preliminary

Purpose

- 1.1 The aims and objectives of Pan Pacific Suzuki Association Pty Limited are:
- (a) to licence the "Suzuki" name from the International Suzuki Association (the "ISA") and on-licence that name to Suzuki Associations in the Pan Pacific Region, as part of the pursuit of the philosophy of Dr Shinichi Suzuki of Talent Education;
 - (b) to promote, encourage, maintain and improve the use, standards, understanding and teaching of the Suzuki approach to music education, as initiated and developed by Dr Shinichi Suzuki, throughout the Pan Pacific Region by sponsoring or conducting, for teachers and students, conferences, workshops, lectures, demonstrations, classes, seminars, symposia, courses and other meetings to explain and give instruction and training in the Suzuki concept of Talent Education;
 - (c) to communicate with the ISA on behalf of the Suzuki Associations and to facilitate the flow of information between the ISA and the Suzuki Associations;
 - (d) to implement the policies of the ISA as adopted from time to time; and
 - (e) to do all things incidental or convenient to the exercise of the powers specified in clauses 1.1 (a) to (d).

Non-profit

- 1.2 The purpose of the Company shall be applied solely in furtherance of its above-mentioned objects and no portion shall be distributed directly or indirectly to the Members of the Company, except as bona fide compensation for services rendered or expenses incurred for or on behalf of the Company.

Definitions

- 1.3 In this Constitution, unless a contrary intention is apparent:
- "Alternate Director"** means a person appointed by as an alternate director under clause 8.7;
- "Business Day"** means any day other than a Saturday, Sunday, bank holiday or public holiday in the place where the relevant act is performed;
- "Chairman"** means the person who chairs meetings of Directors;
- "Company"** means Pan Pacific Suzuki Association Pty Limited A.C.N. 141 167 624; a not for profit organisation;
- "Constitution"** means this Constitution as amended from time to time, and a reference to a particular clause is to a clause in this Constitution;
- "Corporations Act"** means the Corporations Act 2001 (Cth);

"Director" means a person holding office as a director of the Company and, where appropriate, includes an Alternate Director;

"Directors" means all or some of the directors of the Company from time to time, acting as a board, and includes any committee of that board;

"D&O Policy" means a contract:

- (a) insuring each Officer in their capacity as an officer of the Company; and
- (b) allowing the Company to obtain reimbursement for claims paid by it to an Officer by way of indemnity;

"ISA" means the International Suzuki Association;

"Member" means a Suzuki Association entered in the Register as the holder of at least one (1) Ordinary Share;

"Ordinary Share" means a Share of the Company issued with the rights specified in clause 2;

"Ordinary Resolution" means a resolution passed at a duly convened meeting of the Members where more than fifty per cent (50%) of all votes cast by Members who are entitled to vote (whether in person or by Representative) are in favour of the resolution;

"Pan Pacific Region" means the region described in the map attached to this constitution.

"Register" means the register of Members of the Company and includes any branch register;

"Registered Office" means the registered office of the Company from time to time;

"Representative" means a proxy or an attorney of a Member or a person appointed to represent a corporate or an association Member at a general meeting of the Members in accordance with the Corporations Act;

"Secretary" means a person holding office as secretary of the Company;

"Share" means a share in the capital of the Company;

"Special Resolution" means a resolution passed at a duly convened meeting of the Members where more than seventy five per cent (75%) of all votes cast by Members who are entitled to vote (whether in person or by Representative) are in favour of the resolution;

"Suzuki Association" means a company or association (other than the Company) in the Pan Pacific Region, established to promote the recognised objectives of Suzuki Associations generally, and approved by the Company and includes the New Zealand Suzuki Institute; and

"Suzuki Teacher" means a teacher who is a member of a Suzuki Association, is recognised as a trained and qualified teacher by that Suzuki Association and has paid their membership fees to the Suzuki Association, otherwise, an expression that deals with a matter that is also dealt with by a provision of the Corporations Act has the same meaning as in that provision of the Corporations Act.

Interpretation

1.4 In this Constitution:

- (a) headings are for convenience only and do not affect the interpretation of this Constitution;
- (b) reference to the singular includes the plural and vice versa;

- (c) reference to any gender includes the other genders;
- (d) reference to a person includes a corporation and vice versa; and reference to a person or a corporation includes a firm, a body corporate, an incorporated association or an authority;
- (e) reference to a party includes that party's executors, administrators, successors and permitted assigns;
- (f) every obligation entered into by two (2) or more parties binds them jointly and each of them severally;
- (g) where any word or phrase is defined in this Constitution, any other grammatical form of that word or phrase has a corresponding meaning;
- (h) reference to a part, clause or other sub-division is to a part, clause or other sub-division of this Constitution;
- (i) reference to a statute, ordinance, code or other law includes any amendment to it, any replacement of it and any statute, ordinance, code or other law intended to operate in conjunction with it and, in each instance, includes every regulation, rule and other instrument pursuant to it;
- (j) reference to "month" is to a calendar month;
- (k) all monetary amounts are in Australian dollars; and
- (l) "including" and similar expressions are not words of limitation.

2. Share Capital

Directors to Issue Shares

- 2.1 The Directors control the issue of Ordinary Shares but, when authorising an issue of Shares, they must only issue shares to Suzuki Associations and must act in accordance with the Corporations Act and the provisions of this Constitution.
- 2.2 The Directors will issue one (1) Ordinary Share to each Australian Suzuki Association existing on the date the Company is incorporated and an equal number of shares to the New Zealand Suzuki Institute as are issued to the Australian Suzuki Associations together.
- 2.3 Subject to clause 2.2, the Directors may from time to time, acting reasonably, issue one (1) or more Ordinary Share to any new Suzuki Associations in the Pan Pacific Region.
- 2.4 The Directors may issue only Ordinary Shares unless the Members by Special Resolution amend this Constitution and create further class or classes of Shares, and set out the rights applicable to each such further class of Shares, and authorise the Directors to issue some or all such Shares.

Ordinary Shares

- 2.5 An Ordinary Share bestows on the holder, and is issued subject to, the right to attend a general meeting of the Members, and to vote at such general meeting (or on resolutions in lieu), to the extent of one (1) vote for each Share of the class held.

Recognition of Interests

- 2.6 The Company does not recognise:
- (a) any association as holding a Share on any trust; or
 - (b) any equitable, contingent, future or partial interest in any Share or any unit of a Share, or any other right in respect of a Share, except an absolute right of ownership in the registered holder, whether or not it has notice of the right or interest concerned;
 - (c) except as required to do so by the Corporations Act.

Share Certificates

- 2.7 The Company may issue to each Member a certificate for the Share held by them. The Directors may (acting reasonably) cancel a certificate, and not issue a replacement certificate, unless prohibited by the Corporations Act from so doing.
- 2.8 Delivery of a Share certificate, or of a statement of holdings, may be effected by delivering it personally to the holder, posting it in a pre-paid envelope addressed to the holder at their address shown in the Register, emailing the certificate to their email address shown in the Register or delivering or posting it in accordance with the written instructions of the holder.
- 2.9 If a valid statutory declaration has been received by the Company that a certificate for a Share has been stolen, lost or destroyed, and has not been pledged, charged, or otherwise disposed of, and the holder has undertaken in writing to the Company to return the certificate to the Company if it is found or received by the holder, the Company will issue a replacement certificate in accordance with the Corporations Act.

Shares not Transferrable

- 2.10 A holder of Shares will not be permitted to transfer them for any reason.

3. Liquidation of a Member

- 3.1 If a Member :
- (a) being a corporation, has a liquidator, receiver, manager or administrator appointed; or passes a resolution for any of those purposes; or
 - (b) being an association incorporated under an Association Act does or has done to it, or does any of the equivalent as provided in sub-clause (a) above; or
 - (c) ceases to be a Suzuki Association for any reason
- then;
- (d) the Company will redeem the Shares held by that Member for the sum of one dollar (\$1.00) per Share.

4. Alteration of Capital

New Classes of Shares

- 4.1 Subject to the Corporations Act, the Members may, by Special Resolution:
- (a) create and issue new Shares of such class or type, and with such rights and restrictions as are specified in the resolution creating those Shares; and

- (b) cancel Shares that, at the date of the passing of the relevant resolution, have been forfeited.

Reduction of Capital

- 4.2 Subject to the Corporations Act, the Members may, by Special Resolution, reduce its share capital or any capital redemption reserve fund.

5. General Meetings

Convening

- 5.1 Directors who together constitute not less than two thirds (2/3rds) of the total number of Directors at that time may, in accordance with the provisions of this Constitution, convene a general meeting of Members whenever they reasonably think necessary, and must convene a meeting when requisitioned to do so by Members in accordance with the Corporations Act or this Constitution.
- 5.2 The Directors will convene a general meeting of members within two (2) months if they are requested to do so in writing by Members who together constitute not less than one third of the total number of Members at that time. Any request for a general meeting of members to be convened must be accompanied by details of the agenda of issues to be discussed at that general meeting and the wording of any resolution to be put to the Members at that general meeting.

Postponement or Cancellation

- 5.3 The Directors may postpone or cancel any general meeting whenever they reasonably think necessary, other than a meeting convened as a result of a requisition of Members in accordance with the Corporations Act.

Annual General Meeting

Unless otherwise resolved by the Members by Ordinary Resolution, the Directors must convene an annual general meeting of the Members at least once in each calendar year and not more than fifteen (15) months after the previous annual general meeting, provided that an annual general meeting need not be convened in the first twelve (12) months after incorporation of the Company.

- 5.4 The following business will be transacted at an annual general meeting:
 - (a) Consideration of accounts;
 - (b) consideration of reports of directors and auditors; and
 - (c) appointment of directors and auditors (if required).

6. Proceedings at General Meetings

Use of Technology

- 6.1 Meetings of the Members may be held using any procedure and any technology that is permitted by the Corporations Act, including by electronic communication.

Representation of Member

- 6.2 Any Member may be represented at a meeting of the Members by a Representative and, unless a contrary intention appears, a reference to a Member in this clause means a Member or a duly appointed Representative.

Quorum

- 6.3 No business may be transacted at a general meeting unless a quorum is present at all times during the meeting.
- 6.4 Unless resolved otherwise by the Members by Special Resolution, the quorum for a general meeting is three quarters of the total number of Members.
- 6.5 In determining whether a quorum is present:
- (a) an individual attending as a Representative counts as one (1) Member;
 - (b) if a Member has appointed more than one (1) Representative, only one (1) of them is to be counted; and
 - (c) if an individual is attending as both a Member and a Representative, they count as only one (1) person.

Failure to Achieve Quorum

- 6.6 If a quorum is not present within thirty (30) minutes after the time appointed for the commencement of a general meeting, the meeting is to be adjourned to the day, time and place specified by the Directors and, if the Directors do not specify one or more of those items, the meeting is to be adjourned:
- (a) if the date is not specified - to the same day in the following week;
 - (b) if the time is not specified - to the same time of the day; and
 - (c) if the place is not specified - to the same place.
- 6.7 If a quorum is not present at the adjourned meeting within thirty (30) minutes after the time appointed for the commencement of the meeting, the Members present at the meeting will constitute a quorum.

Appointment and Powers of Chair of General Meeting

- 6.8 Meetings of the Members will be chaired by the person elected pursuant to clause 9.7.
- 6.9 If a general meeting is held and:
- (a) a person has not been elected by the Directors to chair meetings; or
 - (b) the person elected to chair meetings is not present within fifteen (15) minutes after the time appointed for the holding of the meeting, or is unable or unwilling to act;
 - (c) the deputy-chair (if any) elected under clause 9.7 will chair the meeting. If there is no deputy-chair, or if that person is absent or unable or unwilling to act, the Directors present will elect one (1) of their number to chair the meeting or, if no Director is present or if no Director present is prepared to chair the meeting, the Members present will elect one (1) of their number to chair the meeting.

- 6.10 The Chairman is responsible for the general conduct of a general meeting and may make rulings and, in addition to any general power to adjourn, may adjourn the meeting without putting the question to the vote if they determine that action is necessary or appropriate to ensure the orderly conduct of the meeting.

Adjournment of General Meetings

- 6.11 The Chairman may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting to a new day and time and/or place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 6.12 When a meeting is adjourned for one (1) month or more, a new notice of the adjourned meeting must be given to the Members; otherwise it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting at General Meetings

- 6.13 A resolution put to the vote of a general meeting will be decided on a show of hands unless a poll is properly demanded. A poll may be demanded by the Chairman or by not less than sixty percent 60% Members present in person or by Representative at the general meeting.
- 6.14 Unless a poll is properly demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book recording the minutes of the proceedings of the Members, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of, or against, the resolution.

Polls

- 6.15 A poll on the election of a person to chair the meeting or on the question of adjournment of the meeting must be taken immediately on commencement of the meeting.
- 6.16 A poll on a matter other than the election of a person to chair the meeting or an adjournment of the meeting must be taken in the manner, and at the time, directed by the person chairing the meeting.

Questions Decided by Majority

- 6.17 Subject to the requirements of this Constitution and the Corporations Act in relation to Special Resolutions and Ordinary Resolutions, a resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

Entitlement to Vote

- 6.18 Subject to any rights or restrictions for the time being attached to any class or classes of Shares and to this Constitution:
- (a) on a show of hands every person present who is a Member or a Representative has one (1) vote;
 - (b) on a poll every person present who is a Member or a Representative has, for each Share the person holds or represents (as the case may be) one (1) vote; and
 - (c) in the case of joint holders of a Share, the vote of the senior who tenders a vote (whether in person or by a Representative) must be accepted to the exclusion of the votes of any other joint holder and, for this purpose, seniority is determined by the order in which the names stand in the Register.

Objection to Right to Vote

6.19 A challenge to a right to vote at a general meeting:

- (a) may be made only at the meeting; and
- (b) must be determined by the person chairing the meeting, whose decision will be final.

Appointment of Proxy

6.20 A Member who is entitled to attend and vote at a meeting of Members may appoint a person as their proxy to attend and vote for them at the meeting. A proxy need not be a Member.

6.21 The appointment of a proxy may specify the proportion or number of votes that the proxy may exercise.

6.22 An instrument appointing a proxy confers authority to demand, or join in demanding, a poll.

Form of Proxy

6.23 An instrument appointing a proxy must be in writing and be signed by the appointor or the appointor's attorney (duly authorised in writing) or, if the appointor is a corporation, in accordance with the Corporations Act.

6.24 Subject to the Corporations Act, an instrument appointing a proxy must be:

- (a) in substantially the following form (or a form that is as similar to the following form as the circumstances allow); or
- (b) in some other form with the prior approval of the Directors:

*Pan Pacific Suzuki Association Pty Limited
A.C.N. 141 167 624*

I/we of _____, being a member/members of the above named company, hereby appoint _____ of _____ or, in their absence, _____ of _____ as my/our proxy to vote for me/us on my/our behalf at the general meeting of the company to be held on the _____ day of _____ 20____ andat any adjournment of that meeting.

*φ The Proxy must vote *in favour of/*against the resolution.*

Signed this _____ day of _____ 20____.

φTo be inserted if desired.

** Strike out whichever is not applicable.*

Validity of Vote in Certain Circumstances

6.25 Unless the Company has received written notice of the matter before the commencement or resumption of the meeting at which a proxy votes, a vote cast by a proxy will be valid even if, before the proxy votes, the appointing Member:

- (a) being a corporation or association, goes into liquidation or ceases to exist;
- (b) revokes the proxy's appointment;
- (c) revokes the authority under which the proxy was appointed by a third party.

Written Resolution by the Members

- 6.26 A resolution in writing signed by all Members who are entitled to vote on it, and which contains a statement that the Members are in favour of the resolution, is as valid and effectual as if it had been passed at a meeting of the Members held at the time when the written resolution was last signed by an eligible Member.
- 6.27 Any resolution under clause 6.26 may consist of several documents in like form, each signed by one (1) or more Members.

7. Directors

Number, Appointment and Removal

- 7.1 The number of Directors is the number fixed by the Members by Special Resolution from time to time and, until so fixed, is seven (7) Directors elected under clause 7.3 or appointed under clause 7.6 (a) to fill a casual vacancy among the elected Directors, up to three (3) specialist Directors appointed under clause 7.6(b) and up to two (2) Directors appointed under clause 7.6(c).
- 7.2 Directors must:
- (a) be Suzuki Teachers; and
 - (b) be elected from the Suzuki Teachers nominated by the Suzuki Associations.
- 7.3 In any election for Directors:
- (a) each Suzuki Association in Australia may nominate up to 1 Suzuki Teacher (who must be a member of a Suzuki Association but not necessarily a member of the nominating Suzuki Association);
 - (b) the New Zealand Suzuki Institute and any other Suzuki Association may nominate an equal number of Suzuki Teachers as have been nominated by the Australian Suzuki Associations; and
 - (c) each Suzuki Association will arrange for Suzuki Teachers who are members of that Association to vote to determine the Directors.
- 7.4 Each Director:
- (a) will be elected (and will hold office) for a maximum term of two (2) years; and
 - (b) may be re-elected to office for a further term or terms after that two-year period.
- 7.5 The Members may, by Special Resolution:
- (a) change the number of Directors; and
 - (b) remove a Director, with or without appointing another person in their stead.
- 7.6 The Directors may:
- (a) appoint a person to be a Director to fill a casual vacancy until the time of the next annual general meeting of members;
 - (b) appoint up to three (3) specialist Directors, who may or may not be Suzuki Teachers or members of a Suzuki Association, to sit on the Board to provide such specialist service to the Board; and

- (c) appoint up to two (2) additional Directors to assist communication and contributions of Suzuki Teachers isolated by geography.

7.7 In addition to the circumstances in which the office of a Director becomes vacant by operation of law, the office of a Director becomes vacant if the Director:

- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (b) becomes bankrupt, suspends payment of their debts or compounds their debts with creditors;
- (c) is found guilty of an indictable offence;
- (d) commits any act which, in the reasonable opinion of the Directors, has (or will have) the effect of bringing the Company or any Suzuki Teacher into disrepute or is harmful to the reputation of the Company or any Suzuki Teacher; or
- (e) resigns by giving notice in writing of resignation to the Company.

Resignation

7.8 A Director may resign as a Director by giving written notice of resignation to the Company at its Registered Office.

Remuneration

7.9 The Directors will not be paid any remuneration for serving as a Director of the Company.

7.10 The Directors will not be reimbursed for all travelling, accommodation and other expenses properly incurred by them in attending, participating in and returning from meetings of the Directors or any committee of the Directors, general meetings of the Members or otherwise in connection with the business of the Company unless so directed by the Board.

Director's Interests

7.11 No Director is disqualified merely by reason of being a Director (or by reason of the fiduciary relationship and duty arising from this position) from holding any office or place of profit under the Company or a Suzuki Association. Any Director may, subject to this Constitution and the Corporations Act:

- (a) with the prior written approval of the other Directors, be or become a director of, or otherwise hold office or a place of profit in, any other company promoted by the Company or in which the Company may be interested (as shareholder or otherwise);
- (b) contract or make any arrangement with the Company (whether as a professional person or otherwise) and any contract or arrangement entered (or to be entered) into by or on behalf of the Company in which any Director is in any way interested is not avoided for that reason; and
- (c) participate in any association, institution, fund or scheme for past or present Directors, officers or employees of the Company or any Suzuki Association, or for their dependants or persons connected with them.

7.12 Any Director who:

- (a) holds any office or place of profit under the Company;
- (b) holds any office or place of profit referred to in clause 7.11(a);

- (c) is involved in a contract or arrangement referred to in clause 7.11(b); or
- (d) participates in an association or otherwise under clause 7.11(c),

is not, by reason only of any of those facts or any interest resulting from it, or the fiduciary relationship established by it, liable to account to the Company for any remuneration or other benefits accruing from such relationship.

7.13 If a Director has a material personal interest in a matter that relates to the affairs of the Company and:

- (a) the Director discloses the nature and extent of the interest and its relation to the affairs of the Company in accordance with the Corporations Act at a meeting of the Directors; or
- (b) the interest is one that does not need to be disclosed under the Corporations Act;

then:

- (c) the Director may vote on matters that relate to that interest;
- (d) any transactions that relate to the interest may proceed; and

as long as the disclosure is made before the relevant transaction is entered into:

- (e) the Director may retain benefits received pursuant to that transaction; and
- (f) the Company cannot avoid that transaction merely because of the existence of the interest.

7.14 A Director may be counted in the quorum present at any meeting of Directors at which a contract, proposed contract or arrangement in which they have an interest is considered if, under the Corporations Act, that Director is permitted to be present during the consideration of that matter.

7.15 Subject to clause 7.16, no Director may vote in respect of any contract, proposed contract or arrangement in which they have (directly or indirectly) a material interest and, if a Director does so vote, that vote may not be counted provided that these restrictions may, at any time or times, be suspended or relaxed to any extent (either prospectively or retrospectively) by the Members by Ordinary Resolution.

7.16 The Directors may vote in respect of a D & O Policy or any other contract of insurance effected by the Company for its Officers against a liability incurred by them as officers of the Company or of any Suzuki Association.

7.17 A Director, or an entity in which a Director has an interest, may act in a professional capacity for the Company and is entitled to remuneration for professional services provided, as if the relevant Director was not a director of the Company.

7.18 A Director may, notwithstanding their interest and whether or not they are entitled to vote (or do vote), participate in the execution of any instrument by or on behalf of the Company.

8. Powers and Duties of Directors

Directors to Manage Company

- 8.1 The business of the Company is to be managed by or under the direction of the Directors who may exercise all of the powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Members.
- 8.2 In managing the business of the Company the Directors must:
- (a) Ensure that all information relevant to the Company and the ISA is communicated in a timely manner to the Suzuki Associations.
 - (b) appoint a representative to represent the Company on any committee approved by the ISA Board and established under the Policies of the ISA Instrument Committees adopted by the ISA Board of Directors on 11 September 1999 and revised by the ISA Board of Directors on 6 October 2008.

Appointment of Attorney

- 8.3 The Directors may by power of attorney appoint any person or persons to be the attorney or attorneys of the Company for the purposes, and with the powers, authorities and discretions, vested in or exercisable by the Directors, for such period and subject to such conditions as they think fit.
- 8.4 Any power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

Minutes

- 8.5 The Directors must cause minutes of meetings of Directors to be kept in accordance with the requirements of the Corporations Act and any directions of the Members.

Execution of Company Cheques, etc.

- 8.6 All cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner and by such persons as the Directors determine from time to time.

Alternate Directors

- 8.7 A Director may, with the prior approval of the Directors, appoint in writing (with a copy to be given to the Company) a person to be an Alternate Director in their place during such period as the Director thinks fit. Such Alternate Director:
- (a) is not permitted to hold any Shares; and
 - (b) may exercise some or all of the appointing Director's powers and, in the exercise of those powers, the Alternate Director is an officer of the Company and is not an agent of the appointor.
- 8.8 An Alternate Director is entitled to notice of all meetings of the Directors and, if the Director does not attend a meeting, is entitled to participate and vote in the Director's stead.
- 8.9 An Alternate Director is subject in all respects to the conditions attaching to a Director generally.

- 8.10 The appointment of an Alternate Director may be terminated at any time by the Member appointing the Alternate Director, notwithstanding that the period of the appointment of the Alternate Director has not expired, and terminates in any event if the relevant Director vacates office as a Director.
- 8.11 Both the appointment and the termination of appointment of an Alternate Director must be effected by a notice in writing signed by the Director who (as applicable) makes or terminates the appointment, and a copy of such notice must be promptly delivered to the Company.

9. Proceedings of Directors

Meetings of Directors

- 9.1 The Directors may meet together for the despatch of business, and may adjourn and otherwise regulate their meetings as they think fit. Directors may hold their meetings using any procedure and technology which is permitted by the Corporations Act.
- 9.2 Directors who together constitute not less than sixty per cent (60%) of the total number of Directors at that time may at any time convene a meeting of the Directors, and the Secretary must on the requisition of such number of Directors, convene a meeting of the Directors.

Questions Decided by Majority

- 9.3 Subject to this Constitution and the Corporations Act, questions arising at a meeting of Directors are decided by a majority of votes of Directors entitled to vote and voting, and any such decision is for all purposes deemed a decision of the Directors.
- 9.4 An Alternate Director involved in any meeting of Directors has one (1) vote for each Director for which they are an Alternate Director and, if that person is also a Director, also has one (1) vote as a Director.

Quorum for Meetings of Directors

- 9.5 At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum will be such number as is determined by the Directors and, in the absence of such determination, is sixty per cent (60%) of the number of Directors at that time. The quorum must be present at all times during the meeting.

Remaining Directors May Act

- 9.6 If there is a vacancy in the office of a Director, the remaining Director or Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of:
- (a) increasing the number of Directors to a number sufficient to constitute such a quorum; or
 - (b) convening a general meeting of the Members.

Chair of Directors

- 9.7 The Directors will elect one (1) of their number to chair meetings of the Members and meetings of Directors. The person so elected will be elected (and will hold office) for a term of two (2) years. The Directors may also elect one (1) of their number as deputy-chair of their meetings, and may determine the period for which that person is to hold office.
- 9.8 If a meeting of Directors is held and:
- (a) a person has not been elected to chair the meeting in accordance with clause 9.7 or

- (b) the person elected to chair the meeting is not present within fifteen (15) minutes after the time appointed for the holding of the meeting, or is unable or unwilling to act;

the deputy-chair (if any) will chair the meeting and, if there is no such person or that person is absent or unable or unwilling to act, the Directors present will elect one (1) of their number to chair the meeting.

Committees of Directors

- 9.9 The Directors may delegate any of their powers to one (1) or more committees consisting of such of their number as they think fit, and a committee to which any powers have been so delegated will exercise such powers in accordance with any directions of the Directors, and a power so exercised will be deemed to have been exercised by the Directors.
- 9.10 The members of a committee of Directors will elect one (1) of their number to chair their meetings. If a meeting of a committee is held and:
 - (a) a person has not been elected to chair the meeting; or
 - (b) the person elected to chair the meeting is not present within fifteen (15) minutes after the time appointed for the holding of the meeting, or is unable or unwilling to act;the members involved will elect one (1) of their number to chair the meeting.
- 9.11 A committee may meet and adjourn as it thinks proper, and committee members may be paid such remuneration as the Directors think fit.
- 9.12 Questions arising at a meeting of a committee are to be determined by a majority of votes of the members entitled to vote and voting.

Written Resolution by the Directors

- 9.13 A resolution in writing signed by all Directors who are entitled to vote on it, and which contains a statement that the Directors are in favour of the resolution, is as valid and effectual as if it had been passed at a meeting of the Directors held at the time when the written resolution was last signed by an eligible Director.
- 9.14 Any resolution under clause 9.13 may consist of several documents in like form, each signed by one (1) or more Directors.

Validity of Acts of Directors

- 9.15 All acts done by any meeting of Directors or of a committee of Directors or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director or a member of the committee or to act as a Director, or that a person so appointed was disqualified, valid as if the person had been duly appointed and was qualified to be a Director or to be a member of the committee.

10. Secretary

The Directors may appoint one (1) or more persons as a Secretary, to hold office on the terms and conditions (including as to remuneration) as the Directors determine.

11. Inspection of Records

A Member other than a Director does not have the right to inspect any document of the Company except as:

- 11.1 provided by law;
- 11.2 authorised by the Directors; or
- 11.3 authorised by the Members by Ordinary Resolution.

12. Notices

Service of Notice

- 12.1 A notice may be given by the Company to any Member, Director or other person receiving notice under this Constitution either by serving it on the person personally or by sending it by pre-paid post, facsimile transmission or email to the person at their address, facsimile number or email address as shown in the Register or to the address, facsimile number or email address supplied by the person to the Company for the giving of notices to the person.
- 12.2 If a notice is sent by post, service of the notice is deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice. If the notice is to an address in Australia, the notice is deemed to have been served on the third day after the date of its posting. All notices sent by post outside Australia must be sent by pre-paid airmail post; and the notice is deemed to have been served on the seventh day after the date of its posting.
- 12.3 If a notice is sent by facsimile transmission, service of the notice is deemed to be effected by properly addressing the facsimile transmission and transmitting it; and the notice is deemed to have been served on the day following its despatch
- 12.4 If a notice is sent by facsimile transmission, service of the notice is deemed to be effected by properly addressing the facsimile transmission and transmitting it; and the notice is deemed to have been served on the day following its despatch.
- 12.5 If a notice is sent by email, service of the notice is deemed to be effected by properly addressing the email transmission and transmitting it; and the notice is deemed to have been served on the day following its dispatch.
- 12.6 A notice may be given by the Company to the joint holders of a Share by giving the notice to either or any joint holder named in the Register in respect of the Share.
- 12.7 Every person who (by operation of law, transfer or other means whatsoever) becomes entitled to any Share is absolutely bound by every notice given in accordance with this clause to the person from whom that person derives title prior to registration of that person's title in the Register.

Persons Entitled to Notice of General Meeting

- 12.8 Notice of every general meeting must be given in a manner authorised by this clause to:
 - (a) every Member; and
 - (b) every Director and every Alternate Director.
- 12.9 No other person is entitled to receive notices of general meetings.

13. Accounts and Audit

Company to Keep Accounts

- 13.1 The Directors must cause the Company to keep accounts of the business of the Company in accordance with the requirements of the Corporations Act and applicable accounting standards.

Company to Audit Accounts

- 13.2 If the Members resolve by Ordinary Resolution that the accounts of the Company are to be audited annually, then the Directors must cause the accounts of the Company to be audited annually.

14. Winding Up

Subject to the Corporations Act and this Constitution, if the Company is wound up, the liquidator shall transfer any amount that remains after such dissolution and the satisfaction of all debts and liabilities to another charitable or not-for-profit organisation with similar objectives and purposes and which is not carried on for the profit or gain of its individual Members.

15. Indemnity, Insurance and Access

Indemnity of Officers

- 15.1 To the fullest extent permitted by law, the Company indemnifies each Officer against:
- (a) any liability incurred by the Officer (whether as a current or former officer of the Company); and
 - (b) any reasonable legal costs and expenses incurred in defending an action for a liability, or any alleged liability, incurred or allegedly incurred by the Officer (whether as a current or former officer of the Company).

Directors Access to Company Books

- 15.2 A Director may inspect the books of the Company (including financial records) at all reasonable times during which they are a Director, and for the period referred to in clause 15.3, for the purposes of legal proceedings:
- (a) to which the Director is a party;
 - (b) that the Director proposes in good faith to bring; and
 - (c) that the Director has reason to believe will be brought against them.
- 15.3 The rights of inspection granted to a Director pursuant to clause 15.2 also apply to:
- (a) the period of seven (7) years after the Director ceases to be a Director; and
 - (b) such reasonable time after the period referred to in sub-paragraph (a) of this clause as the Director may require in relation to legal proceedings specified in clause 15.2 that arises within such period.

- 15.4 A Director authorised to inspect books under clause 15.2 may make copies of the books only for the purposes of the legal proceedings referred to in that clause, and must keep confidential all books and information accessed under that clause.
- 15.5 This clause does not limit any rights of access to books that a Director has apart from this clause.