

**CORPORATIONS ACT 2001
A PUBLIC COMPANY LIMITED BY GUARANTEE
(NOT HAVING SHARE CAPITAL)**

CONSTITUTION
of
CHILDREN'S RIGHTS INTERNATIONAL

**Revised and Approved
Annual General Meeting
11 December 2012**

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CORPORATIONS ACT 2001

A Public Company Limited by Guarantee
(not having a share capital)

CONSTITUTION

of

CHILDREN'S RIGHTS INTERNATIONAL**1. INTERPRETATION****1.1. Definitions**

In this Constitution, except to the extent that the context otherwise requires, the following words have the following meanings:-

“Board” means those Executive Members elected or appointed as Directors of the Company

“Board Meeting” means a meeting of the Directors duly called and constituted at which a quorum is present or, as the case may be, the Directors assembled or represented at such meeting.

“Company” means Children's Rights International.

“Constitution” means this Constitution and all supplementary, substituted or amending documents for the time being in force.

“Convention” means the United Nations Convention on the Rights of the Child.

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

“Director” means a director for the time being of the Company.

“Executive Member” means an individual who is admitted to the Company as an Executive Member in accordance with clause 5(i) of this Constitution.

“General Meeting” means either an Annual General Meeting or an Extraordinary General Meeting of the Company unless otherwise specified.

“Gift Fund” means a fund maintained for the principal purpose of the Company.

“Member” means an individual who is admitted to the Company as a member in accordance with clause 5(ii) of this Constitution.

“Month” means a calendar month.

“Register” means the Register of Members to be kept pursuant to the Corporations Act.

“Seal” means the common seal of the Company.

“**Secretary**” means the person elected or appointed as secretary of the Company in accordance with this Constitution.

“**Special Resolution**” has the meaning assigned to it under the Corporations Act.

1.2. Interpretation

In this Constitution, except to the extent that the context otherwise requires:-

- (a) words importing persons include partnerships, associations and corporations, unincorporated and incorporated;
- (b) words of the plural number include the singular and vice-versa; and
- (c) words importing a gender include each other gender.
- (d) headings do not affect the construction of this Constitution.

1.3. Replaceable rules

The replaceable rules contained in the Corporations Act do not apply to the Company.

1.4. Public company limited by guarantee

The Company is a public company limited by guarantee.

2. LIMITATION OF COMPANY

2.1. The Company must not be carried on for the purpose of the profit or gain of any Member.

2.2. The Company does not have the power to:-

- (a) issue shares of any kind; or
- (b) apply, pay or transfer, whether directly or indirectly, any portion of the income and property of the Company for the benefit of, or to a, Member, other than as provided in clause 7.7.

3. GUARANTEE OF MEMBERS

Each Executive Member undertakes to contribute a maximum of one hundred dollars (\$100.00) and each Member undertakes to contribute a maximum of twenty five (\$25.00) dollars to the Company for payment of:-

- (a) the debts and liabilities of the Company;
- (b) the costs, charges and expenses of any winding up; and
- (c) the adjustment of their rights among themselves,

in the event that the Company is wound up during their Membership or within one (1) year after the cessation of such Membership.

4. OBJECTS OF THE COMPANY

The objects for which the Company is established are:-

- (a) to promote, protect and advance across the world through education and training and legal and other representation, the human rights of children and without limiting that aim, to promote the meaningful implementation of the Convention;
- (b) by bringing together eminent judges, lawyers, psychologists, medical practitioners, mediators, counsellors, mental health workers, media representatives, child carers, teachers and allied professionals to contribute their specialised expertise in a practical manner through education and training and legal and other representation to, promote, protect and advance the interests of children;
- (c) to monitor and encourage, educate and train, in the application of the principles of the Convention by relevant laws, policies, treaties, judicial decision-making, legal practice and by service delivery, immigration and law enforcement agencies;
- (d) to educate, train and assist relevant persons in children's rights representation and in the promotion, protection and advancement of those rights at a regional level;
- (e) to defend where possible pro bono the right of children in particular instances where they might otherwise go unrepresented or where the action may set standards that will protect other children's rights and promote legal reform; and
- (f) to do all acts and things as may be necessary to achieve these objects or objects that may present themselves at a future time pertaining to the rights of children by establishing an international organisation with regional reporting networks.

5. MEMBERSHIP

5.1. Classes of members

- (a) The Directors may:-
 - (i) establish different classes of Members; and
 - (ii) prescribe the qualifications, rights and privileges of persons to become a Member of a class.
- (b) The initial classes of Members will be:-
 - (i) Executive Member and Member
 - (ii) Executive Membership will be conferred upon any individual that the Board may determine by Special Resolution from time to time. Executive Members are entitled to attend general meetings of the Company and are entitled to one vote each at such meetings.
 - (iii) Membership will be conferred upon any individual whom the Board determines from time to time.
 - (iv) Members may attend, but are not permitted to vote at, meetings of the Company.

5.2. Number of members

- (a) The Company must have at least one Executive Member and one Member..

- (b) The Directors may in their absolute discretion set a limit on the maximum number of Executive Members and Members.

5.3. Admission of members

- (a) Each application for Membership must be made in writing and delivered to the Company in such form as the Board may from time to time determine.
- (b) The Board may, in its absolute discretion, admit or refuse to admit any applicant as either an Executive member or a Member.
- (c) Each Executive Member or Member must sign an undertaking to be bound by the Constitution and any policies of the Company declared by the Board as binding on its Members.

5.4. Membership not transferable

Membership of the Company is not transferable. The rights, privileges and benefits of Membership are specific to each Member, whether they be Executive Members or Members.

5.5. Register of members

- (a) The Board shall cause to be kept, in accordance with the requirements of the Corporations Act, a Register and such Register will contain the following particulars:-
 - (i) the name, address and contact details of each Executive Member and Member;
 - (ii) the date (being a date not earlier than the date of adoption of these rules) on which their name was entered into the Register; and
 - (iii) the date on which they ceased to become an Executive Member or Member.
- (b) Each Executive Member must notify the Secretary of any change in his address or contact details within 14 days of any such change.

5.6. Cessation of membership

- (a) A Member or Executive Member ceases to be a Member if:-
 - (i) they die;
 - (ii) they resign in writing to the Secretary; or
 - (iii) the term of their Membership expires without being renewed.
- (b) The Board may by Special Resolution censure, suspend or expel from the Company an Executive member or Member in its absolute discretion on the grounds that:-
 - (i) they wilfully refuse or neglect to comply with the provisions of the Constitution;
 - (ii) they become of unsound mind or liable to be dealt with in any way under the law relating to mental health; or

- (iii) they are guilty of conduct which, in the opinion of the Board, is unbecoming of a Member or prejudicial to the interests of the Company.
- (c) A Member who, for whatever reason, ceases to be a Member of the Company does not have any claim, monetary or otherwise, on the Company's funds or property.

6. GENERAL MEETINGS

6.1. Annual General Meeting

- (a) A general meeting must be held at least once in every calendar year at such time and place in Australia, not being more than 15 months after the holding of the last preceding general meeting and at such time and place in Australia as may be prescribed by the Company, and if no other time or place is prescribed, at such time and place in Australia as may be determined by the Directors.
- (b) The business of the Annual General Meeting is to receive and consider the financial report, directors' report and the auditor's report prepared in accordance with the Corporations Act, to elect Directors in accordance with the Constitution and to transact any other business.

6.2. Power of directors to convene an Extraordinary General Meeting

- (a) Any three Directors may convene an Extraordinary General Meeting whenever the Directors think fit.
- (b) Any three Directors may cancel by notice in writing to all Members any meeting convened by Directors, except that a meeting convened on the requisition of a Member or Members must not be cancelled without their consent.
- (c) Any three Directors may postpone a general meeting or change the place at which it is to be held by notice, not later than 72 hours prior to the time of the meeting, to all persons to whom the notice of meeting ("**First Notice**") was given. The postponing notice must specify the place, date and time of the meeting. The meeting is taken to have been duly convened under the First Notice.

6.3. Notice of General Meetings

- (a) Subject to complying with the provisions of the Corporations Act with respect to calling general meetings on shorter notice, not less than 21 days' notice of a general meeting must be given by the Board in the form and in the manner the Board thinks fit.
- (b) A notice of general meeting must set out the place, date and time for the meeting, the general nature of the meeting's business and any proposed special resolutions.
- (c) Notice of meetings must be given to the Members and to such persons as are entitled under this Constitution and the Corporations Act to receive notice.
- (d) The non-receipt of a notice of any general meeting by, or the accidental omission to give notice to, any person entitled to notice does not invalidate any resolution passed at that meeting.
- (e) If the meeting is to be held at two or more places, the notice is to set out details of the technology that will be used to facilitate such a meeting and any other matters

required to be stated by the Corporations Act in relation to the use of such technology.

6.4. Business of general meeting

- (a) No business may be transacted at any General Meeting except as set out in the notice of the meeting.
- (b) For the purposes of the Corporations Act, each Executive Member, upon appointment consents to the use of the following technology for calling or holding a general meeting:-
 - (i) video;
 - (ii) telephone;
 - (iii) any other technology which permits each Director to communicate with every other Director; or
 - (iv) any combination of the technologies described in the above clauses.
- (c) A Member may withdraw the consent given under this clause 6.4 in accordance with the Corporations Act.

6.5. Quorum

- (a) No business may be transacted at any general meeting unless a quorum of Executive Members is present at the time when the meeting proceeds to business.
- (b) A quorum for a general meeting is three Executive Members present in person or present using technology in accordance with Article 6.4(b).
- (c) If a quorum is not present within half an hour from the time appointed for the meeting:-
 - (i) where the meeting was convened upon the requisition of Executive Members - the meeting will be dissolved; or
 - (ii) in any other case:-
 - (A) the meeting stands adjourned to such day, and at such time and place, as the Board determines or, if no determination is made by the Board, 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 half an hour from the time appointed for the meeting, the meeting will be dissolved with a quorum being not less than two Executive Members.

6.6. Chairperson

- (a) The Directors may elect a Director to chair at every general meeting.
- (b) The Directors may determine the period for which the Director elected pursuant to clause 6.6(a) is Chairperson.

- (c) The Chairperson must, if present, able and willing, preside as Chairperson at all meetings of the Board and if:-
 - (i) there is no such Chairperson; or
 - (ii) the Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting; or
 - (iii) the Chairperson is unable or unwilling to act,then the Directors present must appoint another Director to act as Chairperson of that meeting.

6.7. Adjournments

- (a) The Chairperson may and must if so directed by the meeting adjourn the meeting from time to time and from place to place.
- (b) No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- (d) Except as provided by clause 6.7(c), it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

6.8. Voting at general meetings

- (a) Any resolution to be considered at a general meeting must be decided on a show of hands unless a poll is demanded.
- (b) A declaration by the Chairperson that a resolution has on a show of hands been carried or lost and an entry to that effect in the minutes of the general meeting is taken as conclusive evidence of the fact without the need to show the number of proportion of the votes recorded in favour of or against the resolution.
- (c) A poll for a resolution may be demanded by any Executive Member present and entitled to vote on the resolution

6.9. Procedure for Polls

- (a) A poll when demanded must be taken in the manner and at the time (not exceeding 14 days after) the Chairperson directs.
- (b) The result of the poll will be a resolution of the meeting at which the poll was demanded.
- (c) The demand for a poll will not prevent a meeting from continuing for the transaction of any business other than that on which a poll has been demanded.
- (d) The demand for a poll may be withdrawn. In the case of any dispute as to the admission or rejection of a vote, the Chairperson must determine the issue and such determination made in good faith will be final and conclusive.

6.10. Equality of votes

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, will not have a casting vote in addition to any vote to which the Chairperson may be entitled.

6.11. Objections to qualification to vote

- (a) An objection to the qualification of a person to vote may only be raised at the meeting or adjourned meeting at which the vote objected to is tendered.
- (b) Any objection must be referred to the Chairperson of the meeting, whose decision is final.
- (c) A vote allowed after an objection is valid for all purposes.

6.12. Number and form of proxies

- (a) An Executive Member may appoint not more than one proxy, and that proxy must be an Executive Member.
- (b) The instrument appointing the proxy must be in writing under the hand of the appointor or of the appointor's attorney, duly authorised in writing and attested by one or more witnesses.
- (c) A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.
- (d) An instrument appointing a proxy may be in any form that the Directors may accept or stipulate.

6.13. Lodgement of proxies

- (a) The documents to be received under the Corporations Act for an appointment of a proxy to be effective must be received by the Company not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote.
- (b) For an instrument appointing an attorney to act on behalf of a Member at all meetings of the Company or at all meetings for a specified period to be effective, the following documents must be received by the Company not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote: -
 - (i) the power of attorney or a certified copy of that power of attorney; and
 - (ii) any evidence that the Directors may require of the validity and non-revocation of that power of attorney.
- (c) For the purposes of clause 6.16, the Company receives these documents when they are received at any of the following:
 - (i) the Company's registered office;
 - (ii) a fax number at the Company's registered office; or

- (iii) a place, fax number or electronic address specified for the purpose in the notice of meeting.

6.14. Validity of proxies

- (a) A vote exercised in accordance with the terms of an instrument of proxy, a power of attorney or other relevant instrument of appointment is valid despite:
 - (i) the previous death or unsoundness of mind of the principal; or
 - (ii) the revocation of the instrument (or of the authority under which the instrument was executed) or the power; or

if no notice in writing of the death, unsoundness of mind or revocation has been received by the Company at its registered office at least 24 hours (or any shorter period as the Directors may permit) before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.
- (b) A proxy is not revoked by the principal attending and taking part in the meeting, unless the principal actually votes at the meeting on the resolution for which the proxy is proposed to be used.

6.15. Where proxy is incomplete

- (a) No instrument appointing a proxy may be treated as invalid merely because it does not contain:
 - (i) the address of the appointor or of a proxy;
 - (ii) the proxy's name or the name of the office held by the proxy; or
 - (iii) in relation to any or all resolutions, an indication of the manner in which the proxy is to vote.
- (b) Where the instrument does not specify the name of a proxy, the instrument is taken to be given in favour of the chair of the meeting.

6.16. Right of officers and advisers to attend general meeting

Any person requested by the Directors to attend any general meeting is entitled to be present and, at the request of the Chairperson, to speak at that general meeting.

6.17. Single member and circulating resolutions

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

6.18. Minutes

- (a) The Company must keep minute books in which it records within one month: -
 - (i) proceedings and resolutions of general meetings; and
 - (ii) resolutions passed Directors without a general meeting.
- (b) The minutes of any meeting of the Company, if purporting to be signed by the Chairperson of the meeting or by the Chairperson of the next succeeding meeting, are prima facie evidence of the matters stated in the minutes.

7. DIRECTORS**7.1. Qualification**

A Director must be an Executive Member of the Company

7.2. Number of directors

The Company must have at least three Directors.

7.3. Appointment of a director

- (a) The Executive Members may appoint a person as Director by resolution passed in a general meeting.
- (b) The Directors may appoint a person as a Director.

7.4. Period of appointment of a director

- (a) Each Director will hold office for three years.
- (b) A retiring Director is eligible for reappointment.

7.5. Resignation and removal of a director

- (a) Any Director may resign at any time from the Board by notice in writing delivered to the Secretary, but such resignation only takes effect at the time when such notice is received by the Secretary, unless some later date is specified in the notice, when it takes effect on the later date.
- (b) The Executive Members may by resolution remove a Director from office and may by resolution appoint another person as a Director instead.

7.6. Disqualification of a director

In addition to the circumstances in which the office of a Director becomes vacant by resignation or removal or expiry, the office of a Director becomes immediately vacant if a 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) dies;

- (c) becomes a bankrupt under the *Bankruptcy Act* 1966;
- (d) absents themselves from three consecutive meetings of the Board, without the consent of the Board;
- (e) is convicted of a criminal offence or is otherwise guilty of conduct which, in the opinion of the Board, is unbecoming of a Director or prejudicial to the interests of the Company; or
- (f) is prohibited from being a Director of the Company by virtue of the Corporations Act.

7.7. Remuneration

- (a) The Directors are not entitled to any remuneration or fees for acting as a Director.
- (b) The Directors are entitled to be paid or reimbursed for all travelling and other expenses properly incurred by them in attending and returning from any meeting of the Directors, committee of the Directors, general meeting of the Company or otherwise in connection with the business or affairs of the Company. The Board must approve all payments made to the Directors pursuant to this clause 7.7.
- (c) A Director may be appointed by the Company in any other capacity (other than auditor) and may be appointed on such terms as to remuneration, tenure of office and otherwise as may be agreed by the Directors.

8. POWERS AND DUTIES OF DIRECTORS

8.1. Powers of Directors

- (a) Subject to the Corporations Act and to any other provisions of this Constitution, the business of the Company will be managed by the Directors, who may exercise all powers of the Company which are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in general meeting.
- (b) Without limiting the generality of clause 8.1(a), the Directors may exercise all the powers of the Company: -
 - (i) to borrow money, to charge any property or business of the Company or all or any of its uncalled capital; and
 - (ii) to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

8.2. Delegation to committees

- (a) The Board may delegate any of their powers to a committee of Directors and such other persons as the Directors nominate who do not have to be Members. The Board has power to revoke the appointment of any such sub-committee.
- (b) A committee in the exercise of the duties delegated or assigned to it must conform to any regulations, directions or instructions that may be imposed or given by the Board.
- (c) A committee appointed by the Board will be under the control and direction of the Board and has no direct part or power in the management of the Company.

8.3. Conflict

- (a) Neither the holding of office as a Director nor the fiduciary relationship resulting from holding that office will:-
 - (i) disqualify any Director from holding any office or place of profit (other than that of auditor) in the Company;
 - (ii) disqualify any Director from entering into any arrangement, contract or dealing with the Company in any capacity;
 - (iii) avoid or vitiate any arrangement, contract or dealing entered into by or on behalf of the Company in which a Director is any way interested; or
 - (iv) render any Director or any corporation of which a Director is an officer or member or in any way interested or any partnership of which a Director is a member or in any way interested liable to account for any profit arising out of the holding of any such office or place of profit or any such arrangement, contract or dealing.
- (b) The nature of the interest of a Director must be disclosed by him or her at the meeting of the Board at which the arrangement, contract or dealing is determined by the Board, if his or her other interest then exists, or, in any other case, at the meeting of the Board next following the acquisition of his or her interest and such interest must be recorded in the minutes of the meeting..
- (c) A Director who is any way interested in any arrangement, contract or dealing as referred to in clause 8.3(b) (whether existing or proposed) may not vote in respect of the arrangement, contract or dealing at a meeting of the Board.
- (d)

8.4. Appointment of Attorneys

- (a) The Directors may, by power of attorney, appoint any person to be the attorney of the Company for the purposes, with the powers, authorities and discretions vested in or exercisable by the Directors for any period and subject to any conditions as they think fit.
- (b) Any appointment under clause 8.4(a) may be made on terms for the protection and convenience of person dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

8.5. Negotiable Instruments

All negotiable instruments of the Company must be executed by the person or persons and in the manner that the Board decides from time to time.

8.6. Treasurer

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

8.7. Public Officer

- (a) A public officer of the Company holds office on the terms and conditions, as to remuneration and otherwise, as the Directors decide.
- (b) The Directors may at any time terminate the appointment of a public officer.

9. DIRECTORS' MEETINGS

9.1. Proceedings

- (a) The Board must meet a minimum of four times per year for the dispatch of business, and may adjourn and otherwise regulate its meetings as it thinks fit.
- (b) At least 48 hours' prior notice of any meeting must be given to the Directors, but with the approval of all members of the Board a meeting may be held on less notice. Except in the case of a meeting called upon less than 48 hours' notice, an agenda must accompany every notice of a Board meeting.
- (c) The Chairperson or Secretary may convene meetings of the Board. The Secretary must on request of any three Directors convene a meeting.

9.2. Meetings by Technology

Where the Directors are not all in attendance at one place and are holding a meeting through a system of communication and each of the Directors can hear and be heard by one another: -

- (a) the participating Directors are taken to be assembled together at a meeting and to be present at that meeting;
- (b) the meeting is taken to be held at the place agreed to by the participating Directors so long as at least one participating Director is physically present at that place; and
- (c) all proceedings of those Directors conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were present.
- (d) a Director may be accompanied at a meeting of Directors by any adviser the Director may consider necessary provided that the Director gives the other Directors not less than 72 hours' prior notice together with details of the adviser and the profession or other expertise of the adviser and that no other Director objects. Such adviser may only observe and may not address the meeting unless all Directors present unanimously agree.

9.3. Quorum of Meetings

- (a) At any meeting of the Board, the quorum is three Directors.
- (b) No item of business may be transacted at a meeting of the Board unless a quorum is present when the meeting proceeds to consider it. If a quorum is present at the beginning of a meeting, it is deemed present throughout the meeting unless the Chairperson otherwise declares.
- (c) If within 15 minutes of the time proposed for a meeting of the Board a quorum is not present, the meeting is adjourned to the same day in the next week and at the same time and place.

- (d) At any meeting of the Board that has been adjourned in accordance with clause 9.3(c), two Directors present is a quorum.

9.4. Chairperson

- (a) The Directors may elect a Director to chair their meetings.
- (b) The Directors may determine the period for which the Director elected pursuant to clause 9.4(a) is Chairperson.
- (c) The Chairperson must, if present, able and willing, preside as Chairperson at all meetings of the Board and if:-
 - (i) there is no such Chairperson; or
 - (ii) the Chairperson is not present within 15 minutes after the time appointed for the meeting; or
 - (iii) the Chairperson is unable or unwilling to preside,

then the Directors present must appoint another Director to act as Chairperson of that meeting.

9.5. Passing of directors' resolutions

- (a) Subject to this Constitution, questions arising at any meeting of the Directors' will be decided by a majority of votes and a determination by a majority of Directors' will for all purposes be deemed a determination of the Board.
- (b) The Chairperson of the Board will, in addition to his deliberative vote, have a second or casting vote in the event of an equality of votes.

9.6. Circulating Resolution

A resolution in writing of which notice has been given to all the members of the Board and which is signed by all of the members of the Board entitled to vote on the resolution will be as valid and effectual as if it had been passed at a meeting of the Directors' duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more members of the Board.

10. SECRETARY

- 10.1.** A secretary of the Company holds office on the terms and conditions, as to remuneration and otherwise, as the Directors decide.
- 10.2.** The Directors may at any time terminate the appointment of a Secretary.

11. SEALS

- 11.1.** The Company may adopt a Seal.
- 11.2.** A Seal may be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to authorise the use of the Seal. Every document to which the Seal is affixed must be signed by:-
 - (a) two Directors; or

- (b) a Director and a secretary (or another person appointed by the Directors to countersign that document or a class of documents in which that document is included).

11.3. This clause 11 does not limit the ways in which the Company may execute a document.

12. GENERAL ACCOUNTS

12.1. Preparation of Accounts

Proper accounting records and other records must be kept and maintained showing correctly the affairs and financial position of the Company. The Company must ensure the relevant accounting and auditing requirements of the Corporations Act are duly complied with.

12.2. Auditor

The Company will appoint and retain a properly qualified auditor whose duties will be determined in accordance with the Corporations Act. No Member is permitted to act as an auditor of the Company.

13. INSPECTION OF RECORDS

13.1. The Directors may authorise a Member to inspect the books of the Company, to the extent, at the time and places and under the conditions the Directors consider appropriate.

13.2. A Member, other than a Director, does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in general meeting.

14. WINDING UP

14.1. Winding up

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

14.2. Distribution of assets

(a) If the organisation is wound up, or if the endorsement of the organisation as a deductible gift recipient is revoked, the following assets remaining after the payment of the organisation's liabilities shall be transferred to a fund, authority or institution to which income tax deductible gifts can be made:

- (i) gifts of money or property for the principal purpose of the organization;
- (ii) contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation; and
- (iii) money received by the organisation because of such gifts and contributions.

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

- (i) having objects similar to the Company; and

- (ii) whose constitution prohibits the distribution of its income and property to Members.
- (c) The Directors will determine the identity of the institution or institutions for the purpose of clause 14.2(a) and (b) at the time of dissolution.
- (d) If the Directors fail to determine the identity of the institution or institutions under clause 14.2(c), the Company's Solicitors for the time being will make that determination.

15. NOTICES

15.1. Notices generally

- (a) Any Member who has not left at, or sent to, the registered office a place of address at or to which all notices and documents of the Company may be served or sent is not entitled to receive any notice.
- (b) A notice may be given by the Company to any Member by: -
 - (i) serving it on the Member personally or by way of e mail;
 - (ii) sending it by post to the Member or leaving it at the Member's address as shown in the Register or the address supplied by the Member to the Company for the giving of notices;
 - (iii) serving it in any manner contemplated in this clause 15.1(b) on a Member's attorney as specified by the Member in a notice given under clause 15.1(c); or
 - (iv) fax to the fax number supplied by the Member to the Company for the giving of notices.
- (c) A Member may by written notice to the Secretary left at or sent to the registered office require that all notices to be given by the Company or the Directors be served on the Member's attorney at an address specified in the notice.
- (d) Where a notice is sent by post, service of the notice is taken to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected:-
 - (i) in the case of a notice of a meeting, two days after the date of posting;
 - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- (e) Where a notice is sent by fax, service of the notice is taken to be effected by properly addressing and sending or transmitting the notice and to have been effected on the day it is sent.

15.2. Notices of general meeting

- (a) Notice of every general meeting must be given in the manner authorised by clause 6.3: -
 - (i) subject to clause 6.3, to every Member and to each Director; and

- (ii) to the auditor to the Company.
- (b) No other person is entitled to receive notice of general meetings.

16. INDEMNITY AND INSURANCE

16.1. Indemnity

- (a) Subject to the Corporations Act, the Company will indemnify any person who is or has been a Director, Secretary or executive officer of the Company against a liability:-
 - (i) incurred by the person acting in their capacity as a Director, Secretary or executive officer to a person other than the Company or a related body corporate where the liability does not arise out of a lack of good faith;
 - (ii) for the costs and expenses incurred by the person: -
 - (A) 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
 - (B) in connection with an application, in relation to such proceedings, in which the court grants relief to the person under the Corporations Act.
- (b) Every employee who is not a Director, Secretary or executive officer of the Company may be indemnified out of the property of the Company against a liability:-
 - (i) incurred by the employee acting in that capacity;
 - (ii) for the costs and expenses incurred by an employee:
 - (A) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the employee, or in which the person is acquitted; or
 - (B) in connection with an application, in relation to such proceedings, in which the court grants relief to the employee under the Corporations Act.

16.2. Insurance

- (a) Subject to the Corporations Act, the Company may pay insurance premiums in respect of insurance for the benefit of a Director, Secretary or executive officer acting in that capacity against: -
 - (i) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
 - (ii) a liability arising from negligence or other conduct not being a liability incurred by the person acting in that capacity and arising out of conduct involving a wilful breach of duty in relation to the Company or a breach of the provisions of the Corporations Act dealing with improper use of inside information or position.

- (b) The Company may pay insurance premiums in respect of insurance for the benefit of the auditor or an employee of the Company who is not a Director, Secretary or executive officer concerned in the management of the Company.

17. ESTABLISHMENT AND OPERATION OF A GIFT FUND

17.1. Maintaining Gift Fund

The Company must maintain a Gift Fund:

- (a) to which gifts of money or property for that purpose can be made;
- (b) to which any money received by the Company because of those gifts is to be credited; and
- (c) that does not receive any other money or property.

17.2. Limits on use of Gift Fund

The Company must use the following only for the principal purpose of the Company:

- (a) gifts made to the Gift Fund;
- (b) any money received because of those gifts.

17.3. Bank Account

The Company must maintain a separate bank account for the Gift Fund.

17.4. Winding Up of Gift Fund

If the Gift Fund is wound up or if the endorsement (if any) of the Company as a deductible gift recipient is revoked, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it must be transferred to a fund, authority or institution that is endorsed as a deductible gift recipient.

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