

*Corporations Law
A Company Limited
by Guarantee*

*Memorandum and Articles
of Association of*

*Institute for Information
Management Ltd.*

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MEMORANDUM OF ASSOCIATION

Memorandum of Association

ARTICLES OF ASSOCIATION

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Corporations Law

A Company Limited by Guarantee

MEMORANDUM OF ASSOCIATION

of

Institute for Information Management Ltd

1. The name of the Company is Institute for Information Management Ltd.
2. The objects for which the Company is established are:
 - (a) to develop and maintain a premier Australasian information management institution which achieves its mission by consistently achieving high standards on the delivery of value for money services to its membership.
 - (b) to become the definitive industry source within Australasia on the document based information management industry and provide that intelligence to our members anywhere, anytime.
 - (c) to provide a forum which:
 - (i) brings together the users of information management systems with the providers of the document enabling technologies
 - (ii) promotes innovative applications of document based information management systems
 - (iii) contributes to effective development of document based information systems
 - (iv) disseminates industry trends, opportunities and accomplishments
 - (v) interprets and reports on impact of social, political, economic and technological conditions on enabling technology.
 - (d) to enter into affiliate and joint strategic relationships with partners as a means of:
 - (i) achieving greater recognition in relevant Asia-Pacific and international forums
 - (ii) providing increased member benefits at low cost
 - (iii) improving service delivery to members
 - (iv) providing professional development and training opportunities and continuing professional educational programmes for members.
 - (e) to award and recognise excellence in performance in the information management industry.
 - (f) to facilitate the establishment of member and industry special interest groups, networking and knowledge sharing.
 - (g) to foster good business ethics and social responsibility in the industry.
 - (h) to undertake and pursue all such other similar, related or compatible objects as may from time to time be considered appropriate by the Company.
3. Solely for the purpose of carrying out these objects and not otherwise, the Company has the power to do all such things as are necessary, incidental or conducive to the attainment of the object and, for that purpose and not otherwise, the Company has the legal capacity of a natural person with all consequential powers as conferred by section 161 of the Corporations Law.
4. The income and property of the Company, whencesoever derived, will be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum and no proportion thereof will be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to Members provided that:
 - (a) Nothing contained in this Memorandum will prevent the payment in good faith of remuneration to any Officer, employee or Member of the Company (including any firm or corporation in which any such Officer, employee or Member has an interest) in return for any services actually rendered or for any goods supplied to the Company in the ordinary and usual way of business, nor prevent the payment of interest, in good faith, on money borrowed by the Company from any Member, or reasonable and proper rent for the premises let by any Member to the Company;
 - (b) except as provided by (a), no Director of the Company (other than the Executive Director if he or she is a Director, and provided any necessary approval under any applicable legislation

relating to charities and charitable fundraising in each State and Territory of Australia has been obtained) will be paid any fee, commission, honorarium or other remuneration for acting as a Director other than reasonable out-of-pocket expenses.

5. No addition, alteration or amendment will be made to or in the Memorandum or Articles for the time being in force, unless any necessary approval under any applicable legislation regulating charities and charitable fund raising in each State and Territory of Australia has been obtained.
6. The liability of the Members is limited.
7. Each Member of the Company undertakes to contribute to the property of the Company, in the event of the Company being wound up while that person is a Member or within one year after that person ceases to be a Member, for payment of the debts and liabilities of the Company contracted before that person ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding \$10.00.
8. If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, the same will not be paid to or distributed among the Members of the Company, but will be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and whose constitution or rules prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company under this Memorandum, such institution or institutions to be determined by the Members of the Company at or before the time of the dissolution and in default thereof by application to such court as may have or acquire jurisdiction in the matter.
9. The full names, addresses and occupations of the subscribers hereto are:

Leonard Gregory ASPREY
476 Victoria Road
Gladesville NSW 2111
Company Director

Robert HOCKING
159 Upper Sturt Road
Upper Sturt SA 5156
Company Director

John William PEARCE
53 Lady Penrhyn Drive
Beacon Hill NSW 2100
Company Director

William BORAN-FOGARTY
6 Woorak Road
Palm Beach NSW 2108
Company Director

Malcolm Howard HALLIWELL
1 Apollo Place
Lane Cove NSW 2066
Company Director

Judith Anne ELLIS
4/12 Ellingworth Parade
Box Hill Vic 3128
Company Director

10. The subscribers wish to be formed into a company in pursuance of this Memorandum.

Date:

Signatures of Subscribers	Witness
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Leonard Gregory ASPREY

Robert HOCKING

John William PEARCE

William BORAN-FOGARTY

Malcolm Howard HALLIWELL

Judith Anne ELLIS

Corporations Law

A Company Limited by Guarantee

ARTICLES OF ASSOCIATION

of

Institute for Information Management Ltd

DEFINITIONS AND INTERPRETATIONS

1. **Definitions**

In the Memorandum of Association and these Articles:

"**Business Day**" means a day which is not a Saturday, Sunday or public holiday in the State.

"**By-laws**" means the by-laws of the Company.

"**Company**" means the company named above whatever its name may be from time to time.

"**Corporate Membership**" means the category or categories (as defined by the Directors from time to time) of membership for members other than natural persons and institutional members.

"**Corporations Law**" means the Corporations Law or any other statutory modification, amendment or re-enactment thereof for the time being in force and applicable to the Company and any reference to any provision thereof is to that provision so modified, amended or re-enacted.

"**Corporation**" means any body corporate, whether formed or incorporated within or outside the State.

"**Director**" means a Director for the time being of the Company.

"**IIM**" means the Company.

"**Individual Membership**" means the categories (as defined by the Directors from time to time) of membership for members who are natural persons.

"**Institutional Membership**" means the category or categories (as defined by the Directors from time to time) of membership for institutes.

"**Member**" means a person admitted to membership of the Company in accordance with these Articles.

"**Office**" means the registered office for the time being of the Company.

"**Officer**" means an officer as defined in section 82A of the Corporations Law.

"**Portfolio Director**" means a Director appointed to one of the following designated portfolio positions, Chair, Finance & Governance, Marketing, Programs, Service Delivery, Industry Development.

"**Producer**" has the meaning given to that term in the Act.

"**Region**" means a specified locality embracing a Branch or Branches of the Company whether in the States or Territories of Australia or elsewhere as determined and specified by the Directors of the Company.

"**Regional Director**" means a Director appointed by a Branch in accordance with the By-laws of the Company.

"**Register**" means the register of Members kept under the Corporations Law.

"**Representative**" means a person appointed under Article 68 read with section 249(3) of the Corporations Law.

"**Seal**" means the common seal of the Company and as the context allows includes an official seal.

"**Secretary**" means the secretary for the time being of the Company, and if there are joint secretaries, any one or more of such joint secretaries.

"**State**" means the State of.

"**Term of Office**" means a period of 3 consecutive years.

"**The Act**" means the Corporation Law as amended.

"**Year**" means a period of twelve months commencing on the first of July.

2. **Interpretation**

In these Articles:

- (a) headings are for convenience only and do not affect meaning; and unless the contrary intention appears:
 - (b) words importing the singular number include the plural number and vice versa;
 - (c) words importing any gender include all other genders;
 - (d) a reference to a person includes a corporation, a partnership, a body corporate, an unincorporated association and a statutory authority;
 - (e) where any word or phrase is given a defined meaning any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning;
 - (f) a reference to an Article is to an article of these Articles of Association; and
 - (g) any power, right, discretion or authority conferred upon any person or groups of persons under these Articles may be exercised at any time and from time to time.
3. **Application of Corporations Law**
 Except so far as a contrary intention appears anywhere in the Company's Memorandum or Articles of Association:
- (a) section 110B of the Corporations Law is to operate to apply provisions of the Corporations Law in the interpretation of these Articles so far as they can apply and with such changes as are necessary as if these Articles were an instrument made under the Corporations Law, but is not to so apply to sections 105, 109D, 109X and 109Y;
 - (b) an expression used in a particular Part or Division of the Corporations Law which is given a special meaning by any provision of that Part or Division for the purposes of that Part or Division (or any part thereof) has, in any of these Articles which deals with a matter dealt with by that Part or Division (or part thereof), the same meaning as in that Part or Division;
 - (c) an expression which is given a general meaning by any provision of the Corporations Law has the same meaning in these Articles; and
 - (d) section 110C of the Corporations Law (which deals amongst other things with severance of invalid provisions) applies in the interpretation and operation of these Articles as if they were an instrument made under the Corporations Law.

MEMBERSHIP

4. **Members**
 The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership of the Company in accordance with these Articles shall be Members of the Company.
5. **Application for membership**
 Every applicant for membership of the Company (other than the subscribers to the Memorandum of Association) shall execute and deliver to the Company an application for membership in such form as the Directors from time to time determine together with the entrance fee (if any) determined by the Directors.
6. **Further information**
 An applicant for membership of the Company shall provide in writing such other information in addition to that contained in the application as the Directors require.
7. **Determination of Directors**
 The Directors shall determine the admission or rejection of an applicant for membership of the Company. The Directors may reject an application for membership of the Company without giving any reason for the rejection.
8. **Entrance fee**
 The Directors may from time to time determine any entrance fee payable by applicants on application for membership of the Company and until so determined no entrance fee shall be payable.
9. **Notification of acceptance**
- (a) When an applicant has been accepted for membership of the Company, the Secretary shall forthwith send to the applicant written notice of the applicant's acceptance and shall enter the applicant's name in the Register.
 - (b) When an application for membership of the Company is rejected, the Secretary shall forthwith send to the applicant written notice of such rejection and the entrance fee paid by such applicant shall be refunded to him in full.
10. **Certificates**

A certificate of membership of the Company may be issued by the Company to any Member. Such certificate shall remain the property of the Company and on demand in writing by the Secretary shall be returned to the Company.

11. **Membership not transferable**

Membership of the Company shall not be transferable whether by operation of law or otherwise and all rights and privileges of membership of the Company shall cease upon the person ceasing to be a Member whether by resignation, death, winding-up or otherwise, provided however that in the case of Corporate Membership or Institutional Membership, a Corporate Member or Institutional Member shall have the right to change its nominees by notice in writing to the Secretary of the Company.

FEES AND LEVIES

12. **Fees**

Members shall pay annual membership fees and such other fees in such amounts and at such times as the Directors may from time to time determine.

13. **Levies**

In order to provide additional funds required for the operation of the Company, the Members at a general meeting may, by ordinary resolution determine that levies are to be paid by Members, and may fix the amount and the dates for payment thereof but until so determined no levies shall be payable by Members.

14. **Different fees or levies payable**

In determining fees or levies under this Article, the Directors may differentiate between classes of Members as to the amounts of fees or levies payable.

CESSATION OF MEMBERSHIP

15. **Non payment of fees or levies**

(a) If any fees or levies payable by a Member shall remain unpaid for a period of one calendar month after notice of default is given to the Member by the Company, the Directors by resolution may expel the Member from the Company, provided that the Directors may reinstate the privileges of membership of that Member on payment of all arrears if the Directors think fit to do so.

(b) Notwithstanding sub-article (a), any Member who has not paid any fees or levies due and payable shall not be entitled to vote in general meetings of the Company.

16. **Cessation of membership**

A Member's membership of the Company shall cease:

(a) if the Member resigns that membership by giving notice in writing addressed to the Secretary of the Company and such resignation shall be effective from the date of receipt of the notice by the Secretary;

(b) if the membership of the Member is terminated under Article 15 or Article 18 and such termination shall be effective from the date of the resolution of the Directors;

(c) in the case of a Member who is an individual if:

(i) the Member dies; or

(ii) the Member becomes of unsound mind or his person or estate is liable to be dealt with in any way under the laws relating to mental health; or

(d) in the case of a Member who is not an individual if:

(i) a liquidator is appointed in connection with the winding up of the Member; or

(ii) an order is made by a court for the winding up of a Member being a corporation.

17. **Continuing rights, liabilities etc.**

(a) The termination of a Member's membership (whether by resignation, expulsion or otherwise) shall not in any way prejudice, lessen or affect the rights, duties, liabilities and obligations of a Member whether they:

(i) arise under these Articles or otherwise; and

(ii) are existing at the date of such termination or may arise or crystallise after that date out of or by reason of facts or circumstances occurring or in existence at or before that date.

- (b) Without limiting the generality of Article 17(a), termination of a Member's membership shall not relieve a Member from any obligation to record or account for or pay any levies or fees referred to in Articles 12,13 and 14.
18. **Non-compliance with Memorandum or Articles, misconduct**
- (a) If any Member shall:
- (i) wilfully refuse or neglect to comply with the provisions of the Memorandum or Articles of Association of the Company; or
 - (ii) be guilty of any conduct which in the opinion of the Directors is unbecoming of the Member or prejudicial to the interest of the Company, the Directors may by resolution censure, suspend or expel the Member from the Company.
- (b) Any Member who is proposed to be censured, suspended or expelled:
- (i) shall be given at least one week's notice of the meeting of the Directors at which such a resolution is to be put which shall state the nature of the allegations against the Member and the intended resolution;
 - (ii) must have the opportunity of giving orally or in writing any explanation or defence the Member may think fit at such meeting, before the passing of any resolution for censure, suspension or expulsion.
- (c) Any member who has been censured, suspended or expelled shall have a right of appeal against the resolution made by the Directors provided a notice of appeal is lodged by the Member with the Chairperson of the Chapter of the Institute of Arbitrators, Australia in the appropriate State or Territory. Such arbitration shall be held in the State or Territory in which the Member is domiciled.

POWERS OF COMPANY AND ITS DIRECTORS

19. **Directors have powers of the Company**
- (a) The management of the business and affairs of the Company is vested in the Directors.
 - (b) The Directors may exercise all powers and do all such acts and things which the Company is authorised or permitted to exercise and do and which are not by these Articles or by statute directed or required to be exercised or done by the Company in general meeting.
 - (c) The operation and effect of this Article 19 are not limited in any way by the following provisions of this Article 19.
20. **Directors may exercise Company's power to borrow**
The Directors may exercise all the powers of the Company to borrow or raise money, to charge any property or business of the Company, to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person, to guarantee or to become liable for the payment of money or the performance of any obligations by any other person, and may exercise all the powers of the Company in relation to any official seal for use outside the State.
21. **Directors may exercise power to give security**
The Directors may exercise the powers conferred on them by Article 20 in such manner and upon terms and conditions in all respects as they think fit, and in particular but without limiting the generality of the foregoing, by the issue of any debenture, debenture stock (perpetual, redeemable or otherwise), bonds, notes, charge, bill of sale, debt instrument or other security on the whole or any part of the property of the Company (both present and future).
22. **Debentures may be issued at discount or premium**
Any debentures, debenture stock, bonds, notes, other security or debt instrument may be issued by the Company at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, conversion, allotment of shares, attending and voting at general meetings of the Company, appointment of directors, or other matter.
23. **Assignability of debentures**
Debentures, debenture stock, bonds, notes, charges, bills of sale, other securities or debt instruments issued or given by the Company may be made assignable free from any equities between the Company and the person to whom the same may be issued.
24. **Commission on issue of debentures**

The Company may pay a commission to any person for subscribing or agreeing to subscribe for or procuring or agreeing to procure subscriptions for any debentures, debenture stock, bonds, notes, other securities or debt instruments of the Company.

25. **Security from Company for Directors**

If the Directors or any of them or any other person become or are about to become personally liable for the payment of any sum due from the Company, the Directors may execute or cause to be executed any mortgage, charge, bill of sale or security over or affecting the whole or any part of the assets of the Company in order to secure the Directors or persons so becoming liable from any loss in respect of such liability.

26. **Directors may appoint attorney or agent**
- (a) The Directors may, by resolution, power of attorney under seal, or other written instrument, appoint any person or persons, including any as described in Article 105, to be attorney or agent of the Company for such purposes, with such powers, authorities and discretions being powers, authorities and discretions vested in or exercisable by the Directors for such period and subject to such conditions as they think fit.
 - (b) The appointment may be on such terms for the protection and convenience of persons dealing with the attorney or agent as the Directors think fit and may also authorise the attorney or agent to delegate all or any of the powers, authorities and discretions vested in him.
27. **Execution of Company cheques, etc.**
All cheques, promissory notes, banker's drafts, bills of exchange and other negotiable instruments signed, drawn, accepted, endorsed or otherwise executed by the Company, and all receipts for money paid to the Company, will be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner and by such persons as the Directors determine.

GENERAL MEETINGS

28. **Convening of general meeting**
- (a) The Directors may convene a general meeting whenever they think fit.
 - (b) The Directors will convene a general meeting on a requisition of Members as provided by the Corporations Law.
29. **Annual general meeting**
Annual general meetings will be held in compliance with the Corporations Law.
30. **Notice period**
Subject to the provisions of the Corporations Law relating to agreements for shorter notice, where it is proposed to pass a special resolution not less than 21 days' notice and in other cases not less than 14 days' notice of a general meeting will be given to the Members.
31. **Contents of notice**
A notice of a general meeting will specify:
- (a) the place, day and time of the meeting;
 - (b) in the case of special business, the general nature of that business; and
 - (c) in the case of an election of Directors, the names of the candidates for election.
32. **Failure to give notice**
Subject to the Corporations Law, the accidental omission to give notice of any general meeting to or the non-receipt of that notice by any of the Members will not invalidate any resolution passed at that meeting.
33. **Notice of adjourned meeting in certain circumstances only**
- (a) Whenever a general meeting is adjourned for less than 21 days, no further notice of the time and place of the adjourned meeting need be given.
 - (b) Whenever a general meeting is adjourned for 21 days or more, at least 3 days' notice of the time and place of the adjourned meeting will be given to Members.
34. **Persons entitled to notice of general meeting**
Notice of every general meeting of the Company will be given in a manner authorised by Article 118 and in accordance with the Corporations Law to:
- (a) every Member;
 - (b) every Director and Alternate Director; and
 - (c) the auditors of the Company.
- No other person is entitled to receive notices of general meetings.
35. **Persons entitled to attend general meetings**
- (a) All Members are entitled to attend general meetings of the Company as well as any other persons entitled to attend under the Corporations Law.
 - (b) The chairperson may require any person to leave and remain out of any general meeting who in the opinion of the chairperson is not complying with his or her reasonable directions.
36. **Postponement or Cancellation of Meeting**
The Directors may whenever they think fit postpone or cancel any general meeting other than a meeting convened as a result of a requisition under Article 28(b).

PROCEEDINGS AT GENERAL MEETINGS

37. **Business of annual general meeting**
The business of an annual general meeting is:
- (a) to receive and consider the profit and loss account, the balance sheet, and any other accounts, reports and statements as are required to be laid before the meeting;
 - (b) to elect Directors in the place of those retiring;
 - (c) to determine the remuneration of the Directors; and
 - (d) to transact any other business which under these Articles or by the provisions of the Corporations Law ought to be or may be transacted at an annual general meeting.
38. **Special business**
- (a) All other business transacted at an annual general meeting and all business transacted at any other general meeting will be deemed special.
 - (b) Except pursuant to the provisions of the Corporations Law, with the prior approval of the Directors, or with the permission of the chairperson, no person may, as regards any special business of which notice has been given, move at any general meeting any resolution (other than a resolution in the same terms as specified in that notice) or any amendment of a resolution.
39. **Quorum**
- (a) A quorum for a general meeting shall be four per cent of the current membership of the Company, each being a Member, or a proxy of a Member, or attorney of a Member, or a Representative entitled to vote at that meeting.
 - (b) No business can be transacted at any general meeting unless the requisite quorum is present at the commencement of the meeting.
 - (c) If a quorum is present at the beginning of a general meeting it is deemed present throughout the meeting unless the chairperson otherwise declares on the chairperson's own motion or at the instance of a Member, the attorney of a Member, the proxy of a Member, or a Representative.
40. **Chairperson**
- (a) The chairperson of Directors or in the chairperson's absence the deputy chairperson, if any, will preside as chairperson at every general meeting of the Company.
 - (b) If there is no such chairperson or deputy chairperson, or if at any general meeting neither the chairperson nor the deputy chairperson are present within 30 minutes of the time appointed for holding the meeting or willing to act, the Director or Directors present may choose another Director as chairperson.
 - (c) If no Director is present or if all Directors present decline to take the chair, the Members present may choose one of their number to be chairperson.
41. **If quorum absent**
If half an hour after the time appointed for a general meeting a quorum is not present, a meeting convened by the Directors on a requisition of Members or by such requisitionists as is provided by the Corporations Law will be dissolved, but in any other case the meeting will be adjourned to such other day, time and place as the Directors may by notice to the shareholders appoint, but failing such appointment, then to the same day in the next week at the same time and place as the meeting adjourned.
42. **Quorum for adjourned general meeting**
If at any adjourned general meeting a quorum is not present after half an hour from the time appointed for that adjourned general meeting, persons comprising ten per cent of the membership being either a Member, a proxy of a Member, the attorney of a Member, or a Representative, will constitute a quorum.
43. **Chairperson has casting vote**
In the case of an equality of votes at any general meeting, the chairperson has a casting vote both on a show of hands and on a poll, in addition to the vote or votes to which the chairperson is entitled as a Member, proxy or attorney of a Member or Representative.
44. **Voting: show of hands or poll**
At any general meeting a resolution put to the vote of the meeting will be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is demanded:
- (a) by the chairperson;

- (b) by at least 5 Members, present in person or by proxy or attorney or by a Representative, having the right to vote at the meeting; or

- (c) by any Member or Members, present in person or by proxy or attorney or by a Representative, who are together entitled to at least 10% of the total voting rights of all the Members having the right to vote at the meeting, but no poll will be demanded on the election of a chairperson or the adjournment of any meeting.
45. **Questions decided by majority**
Subject to the requirements of the Corporations Law in relation to special resolutions, a resolution will be taken to be carried if the proportion that the number of votes in favour of the resolution bears to the total number of votes on the resolution exceeds one-half.
46. **Declaration by chairperson that resolution carried**
A declaration by the chairperson that a resolution has on a show of hands been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the Company will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
47. **Conduct of poll**
(a) If a poll has been demanded under these Articles, it will be taken in such manner and at such time and place as the chairperson directs, and either at once or after an interval or adjournment or otherwise.
(b) The result of the poll will be deemed to be the resolution of the general meeting at which the poll was demanded.
(c) The demand for a poll may be withdrawn.
48. **Continuation of meeting notwithstanding poll**
The demand for a poll will not prevent the continuance of the meeting or the transaction of any business other than the resolution on which a poll has been demanded.
49. **Adjournment of general meetings**
If so directed by the general meeting, the chairperson will adjourn the meeting from time to time and from place to place; but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
50. **General Conduct of Meetings**
(a) The chairperson will be responsible for the general conduct of general meetings and for the procedures to be adopted at general meetings.
(b) The chairperson may make rulings, adjourn the meeting without putting the question (or any question) to the vote if such action is required to ensure the orderly conduct of the meeting.
(c) The chairperson may require the adoption of any procedures which are in the chairperson's opinion necessary or desirable for the proper and orderly casting or recording of votes at any general meeting of the Company, whether on a show of hands or on a poll.
(d) The chairperson may determine conclusively any dispute concerning the admission, validity or rejection of a vote.
(e) Persons in possession of visual-recording, pictorial-recording or sound-recording devices or placards, banners or articles considered by the Directors or the chairperson to be dangerous, offensive or liable to cause disruption, or persons who refuse to produce or to permit examination of any articles in their possession or the contents thereof, may be refused admission to any general meeting or may be required to leave and remain out of the meeting.
(f) Nothing contained in this Article 50 will be taken to limit the powers conferred on the chairperson by law.

VOTES AT GENERAL MEETINGS

51. **Number of votes**
Subject to any special rights or restrictions for the time being attaching to any class of Members, and Articles 53 and 57:
- (a) on a show of hands at a general meeting every person present who is either a Member, a proxy, an attorney or a Representative of a Member has one vote;
- (b) on a poll at a general meeting every Member (not being a corporation) present in person or by proxy or attorney and every Member (being a corporation) present by a Representative or by proxy or attorney has one vote; and

- (c) An Individual Member and a Corporate Member shall be entitled to one vote and additional nominees of Corporate Members shall have no voting rights.
52. **Votes of incapacitated member**
If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, the Member's committee or trustee or such other person as properly has the management of the Member's estate may exercise any rights of the Member in relation to a general meeting as if the committee, trustee or other person were the Member.
53. **No vote if fees unpaid**
Notwithstanding these Articles, an Eligible Member will not be entitled to vote on any question, either personally, by proxy, by attorney, or by a Representative at any general meeting, or on a poll if the Directors have so resolved pursuant to Article 15 and such entitlement to vote has not been reinstated in accordance with Article 15.
54. **Chairperson to determine disputes re votes**
In the case of any dispute as to the admission or rejection of a vote, the chairperson may determine the dispute and such determination made in good faith will be conclusive.
55. **Objections to qualification to vote**
(a) No objection to the qualification of any person to vote will be raised except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at that meeting is valid for all purposes.
(b) Any objection made in due time will be referred to the chairperson, whose decision made in good faith is final and conclusive.
56. **Proxy not to vote if Member present**
If a Member is present at a meeting of the Company and a proxy or attorney for such Member is also present, the proxy or attorney is not in respect of the membership to which the proxy or attorney relates entitled to vote on a show of hands or on a poll.
57. **When numerous proxies or Representatives are present**
If more than one proxy or attorney or Representative for a Member is present at a meeting of the Company, none of them will be entitled to vote on a show of hands, or on a poll.
58. **No vote if contrary to Corporations Law**
Notwithstanding any other Article, a Member shall not be entitled to vote, and any vote purported to be cast by the Member or any proxy, attorney or Representative for the Member, shall be disregarded on a particular resolution where such a vote is prohibited by the Corporations Law.

PROXIES AND REPRESENTATIVES

59. **Right to appoint proxy/attorney**
(a) A Member is entitled to appoint another person (whether a Member or not) as the Member's proxy or attorney as the case may be to attend and vote instead of the Member at the meeting.
(b) A proxy or attorney may be appointed for all meetings or for any number of meetings or for a particular purpose.
60. **Proxy or attorney will be written**
An instrument appointing a proxy or attorney:
(a) will be in writing under the hand of the appointer or of the appointer's attorney duly authorised in writing or, if the appointer is a corporation, under its common seal or the hand of its duly authorised attorney; and
(b) may contain directions as to the manner in which the proxy or attorney, as the case may be, is to vote in respect of any particular resolution or resolutions.
A facsimile of a written appointment of a proxy or a power of attorney is valid.
61. **Directors or chairperson decide validity**
The Directors' or chairperson's decision as to the validity of a proxy or power of attorney or a facsimile thereof will be final and binding.
62. **Authority conferred on Proxy or Attorney**
Unless otherwise provided in the instrument, an instrument appointing a proxy or attorney will be taken to confer authority:
(a) to agree to a meeting being convened by shorter notice than is required by the Corporations Law or by these Articles;

- (b) to agree to a resolution being proposed and passed as a special resolution at a meeting of which less than 21 days' notice has been given;
 - (c) even though the instrument may refer to specific resolutions and may direct the proxy or attorney how to vote on those resolutions:
 - (i) 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; and
 - (ii) to vote on any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the meeting;
 - (d) to speak on any proposed resolution on which the proxy or attorney may vote; and
 - (e) to demand or join in demanding a poll on any resolution on which the proxy or attorney may vote .
63. **Power of attorney and proxy form to be deposited before meeting**
 An instrument appointing an attorney or a proxy and, the power of attorney or other authority (if any) under which it is signed or a copy of that power or authority certified as a true copy by statutory declaration or a facsimile of any of the documents referred to in this Article, will be deposited at the Office not less than 48 hours before the time scheduled for commencement of the meeting (or any adjournment of that meeting) at which the person named in the instrument intends to vote.
64. **Vote by proxy valid notwithstanding intervening death etc. of Member**
 A vote given in accordance with the terms of an instrument appointing a proxy or attorney will be valid notwithstanding the previous death or unsoundness of mind of the principal, or revocation of the proxy or power of attorney if no intimation in writing of the death, unsoundness of mind or revocation has been received at the Office, not less than 48 hours before the time scheduled for the commencement of the meeting at which the person named in the proxy or power of attorney, as the case may be, intends to vote.
65. **Member may indicate whether proxy is to vote for or against resolution**
 (a) Any form of proxy sent out by the Company to Members in respect of a proposed general meeting of Members will make provision for the Member to indicate whether the Member wishes to vote for or against any resolution.
 (b) The Member may but need not give an indication or direction as to the manner in which a proxy is to vote in respect of a particular resolution.
 (c) Where an indication or direction is given, the proxy is not entitled to vote on the resolution on behalf of that Member except in accordance with that indication or direction.
66. **Form of proxy/attorney**
 Every instrument appointing a proxy or attorney whether for a specified meeting or otherwise will be in such form as the Directors may prescribe or accept.
67. **Failure to name appointee**
 Any instrument of proxy in which the name of the appointee is not filled in will be deemed to be given in favour of the chairperson or such other person as is nominated by the Directors in the notice convening the relevant general meeting.
68. **Appointment of Representative by Corporation**
 (a) Any corporation which is a Member of the Company by a resolution of its directors may authorise any person (whether a Member or not) it thinks fit to act as its Representative at all meetings or any particular meeting or meetings held during the continuance of the authority, whether the meeting is of the Company or of any class of Members of the Company.
 (b) That person, acting in accordance with his or her authority until it is revoked by the corporation, is entitled to exercise the same powers on behalf of that corporation as that corporation could exercise if it were a natural person who was a Member of the Company.
69. **Proof of appointment or revocation of appointment of Representative**
 A certificate under the seal of the corporation or such other document as the chairperson of the meeting in his or her sole discretion considers sufficient will be prima facie evidence of the appointment or of the revocation of the appointment (as the case may be) of a Representative under Article 68.

DIRECTORS: APPOINTMENT AND REMOVAL

70. **Number of Directors**

- (a) Subject to paragraph (b), the number of Directors will subject to any applicable legislation be such number not less than 5 nor more than 20 as the Directors may determine, provided that the Directors shall not reduce the number of Directors below the number in office at the time of such determination.
 - (b) The Company in general meetings may by ordinary resolution increase or reduce the maximum or minimum number of Directors, provided that the minimum will not be less than 5.
 - (c) The first Directors will be appointed by the subscribers to the Company's memorandum of association or a majority of them.
71. **Limited ability of Directors to act during vacancies**
The continuing Directors may act notwithstanding any vacancy in their number; but for as long as the number of Directors is below the minimum fixed by these Articles, the Directors will not act except in emergencies or for the purpose of filling up vacancies or convening a general meeting of the Company.
72. **Director must be a Member**
A Director must be a Member of the Company.
73. **Directors may attend and speak at general meetings**
A Director is entitled to receive all notices to be served or given under Article 34 and is entitled to attend and speak at all meetings the subject of such notices and at every meeting of every class of membership.
74. **Appointment of Directors**
Subject to the provisions of these Articles, the Company in general meeting may by ordinary resolution appoint new Directors.
A Director is required to be nominated and appointed to one of the following designated positions:
 - Chair of Directors
 - Director – Finance & Governance
The Company in general meeting by the Members shall appoint all other Directors and the number of Directors shall be determined in Accordance with Article 70.
In addition, Regional Directors of the Company shall be appointed by the Branches in accordance with the by-laws in each of the specified Regions throughout Australia and elsewhere, to represent the membership of the Branches within the specified Region.
A Regional Director must be a member of a Branch within the specified Region.
The past Chair of Directors shall be appointed as Emeritus Past Chair upon vacation of the chair for a period of twelve months and the Directors of the Board shall have the right to extend such term for a further period if the Directors think fit to do so, provided that any extension of the further period shall be no longer than two years.
75. **Resignation of Directors**
A Director may resign from office on giving the Company notice in writing.
76. **Removal of Directors by general meeting**
Subject to the Corporations Law, the Company in general meeting convened by special notice may by ordinary resolution:
 - (a) remove any Director; and
 - (b) appoint another qualified person in place of that Director.
77. **Suspension of Director guilty of prejudicial behaviour**
 - (a) If the conduct or position of any Director is such that continuance in office appears to a majority of the Directors to be prejudicial to the interests of the Company, a majority of the Directors at a meeting of the Directors specially convened for that purpose may suspend that Director.
 - (b) Within 14 days of the suspension, the Directors will call a general meeting, at which the Members may either confirm the suspension and remove that Director from office in accordance with Article 76, or annul the suspension and reinstate that Director.
78. **Vacation of office of Director: automatic**
The office of a Director is vacated if that 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) is absent without notice having been given to the Directors from 3 consecutive meetings of the Directors held during a period of 3 months and the Directors resolve that his or her office be vacated;

- (c) resigns the office of Director in accordance with Article 75;
- (d) is removed under the provisions of Article 76;
- (e) becomes bankrupt or suspends payment or liquidates by arrangement or compounds with or assigns his or her estate for the benefit of his or her creditors; or
- (f) otherwise ceases to be, or becomes prohibited from being, a Director by virtue of the Corporations Law.

RETIREMENT OF DIRECTORS

79. ***** (What is the Heading?)
- (a) The term of office of an elected Director shall be a maximum of three years.
 - (b) A Portfolio Director shall be elected at the Annual General Meeting and shall take office from that date.
 - (c) A Regional Director shall be elected in accordance with Article 74 and shall take office from the date of the Annual General Meeting.
 - (d) Where the office of a Portfolio or Regional Director is vacated in accordance with Article 78 other than at the Annual General Meeting, the Director positions will be filled in accordance with Article 84.
80. **Retiring Director stays for meeting**
A Director retiring will retain office until the dissolution or adjournment of the general meeting at which that Director retires.
81. **Election of Directors by general meeting**
Subject to the provisions of these Articles, the Company in general meeting at which any Director retires or at the conclusion of which any Director ceases to hold office may fill up all or any of the vacated offices by electing a like number of persons to be Directors.
82. **Director may continue if place not filled**
If the vacated office is not filled by election, the retiring Director, if offering himself or herself for re-election and not being disqualified under the Corporations Law from holding office as a Director, is deemed to have been re-elected unless at that meeting:
- (a) it is expressly resolved not to fill the vacated office at that time; or
 - (b) a resolution for the re-election of that Director is put and lost.
83. ***** (What is the heading??)
- (a) Where the office of a Director is vacated in accordance with Article 78, the Directors shall ensure that the vacant position of positions are filled by conducting a postal ballot of the Members of the Company.
 - (b) Any Director so appointed will retire at the following annual general meeting of the Company and will then be eligible for re-election.
84. **Nomination of Directors for Office**
Nominations of candidates for election to the office of Director shall be-
- (a) made by a notice in writing signed by two Members duly entitled to vote and signed by the candidate of his or her willingness to be elected; and
 - (b) be delivered to the Returning Officer of the Company not less than 7 days before the date fixed for the holding of a general meeting.
- Notices for nomination of candidates shall be forwarded to all Members not less than 21 days before the date fixed for the holding of a general meeting.

PROCEEDINGS OF DIRECTORS

85. **Meetings of Directors**
The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
86. **Quorum for meetings of Directors**
- (a) A quorum for the purpose of considering a matter at a meeting will comprise sixty per cent of the number of Directors appointed to the Board entitled under the Corporations Law to vote on a motion that may be moved in relation to such matter at that meeting.
 - (b) A meeting of the Directors during which a quorum is present is competent to exercise all or any of the authorities, powers and discretions under these Articles for the time being vested in or exercisable by the Directors generally.
 - (c) Where a quorum cannot be established for a meeting of Directors (or consideration of a particular matter) a Director may convene a general meeting of Members to deal with the matter or the matters in question.
87. **Convening meetings of Directors**

A Director may at any time and the Secretary will on the request of a Director convene a meeting of the Directors.

88. **Notice of meetings of Directors**
- (a) Notice of every Directors' meeting will be given to each Director.
 - (b) Notice of a meeting of Directors may be given in writing or by radio, telephone, closed-circuit television or other electronic means.
89. **Meetings by Electronic Means**
- (a) Without limiting the discretion of the Directors to regulate their meeting under Article 85, the Directors may, if they think fit, confer by radio, telephone, closed circuit television or other electronic means.
 - (b) Notwithstanding that the Directors are not present together in one place at the time of the conference, a resolution passed by such a conference will be deemed to have been passed at a meeting of the Directors held on the day on which and at the time at which the conference was held.
 - (c) The provisions of these Articles relating to proceedings of Directors apply to such conferences to the extent that they are capable of applying, and with the necessary changes.
 - (d) A Director present at the commencement of the conference will be conclusively presumed to have been present and, subject to other provisions of these Articles, to have formed part of the quorum throughout the conference.
 - (e) Any minutes of a conference of the type referred to in Article 89(a) purporting to be signed by the chairperson of that conference or by the chairperson of the next succeeding meeting of Directors will be sufficient evidence of the observance of all necessary formalities regarding the convening and conduct of the conference.
 - (f) When by the operation of Article 89(b) a resolution is deemed to have been passed at a meeting of the Directors, that meeting will be deemed to have been held at such place as is determined by the chairperson of the relevant conference, provided that at least one of the Directors who took part in the conference was at such place for the duration of the conference.
90. **Votes at meetings of Directors**
- Questions arising at any meeting of the Directors will be decided by a majority of votes and each Director has one vote.
91. **Casting vote for chairperson of Directors**
- In case of an equality of votes the chairperson of a meeting of Directors will have a second or casting vote.
92. **Chairperson and deputy chairperson of Directors**
- (a) The Directors may elect a Director as deputy chairperson who in the absence of the chairperson at a meeting of the Directors may exercise all the powers and authorities of the chairperson.
 - (b) If at any meeting the chairperson or deputy chairperson is not present within half an hour of the time appointed for holding the same, the Directors present will choose one of their number to be chairperson of that meeting.
 - (c) The Directors may determine the period for which a person elected as deputy chairperson is to hold office.
 - (d) If the Directors do not make a determination then the person concerned will hold office until otherwise resolved by the Directors or until the person ceases to be a Director.
93. **Duty of Director or member of a special committee**
- (a) If a Director or member of a committee has a direct or indirect pecuniary interest in any contract or proposed contract with the Company or in any other matter in which the Company is concerned which it to be or is likely to be considered or discussed at a meeting of the Directors or a committee, the Director or member of the committee must-
 - (i) if he or she intends to be present at the meeting, disclose the nature of the interest immediately before the consideration or discussion;
 - or
 - (ii) if he or she does not intend to be present at the meeting, disclose the nature of the interest to the Chair of Directors or the Chair of the committee at any time before the meeting is held.
 - (b) The Director or member of the committee may choose to remain in the room in which the meeting is being held during any consideration or discussion of the contract, proposed contract or other matter.

- (c) The Director or member of the committee may take part in the consideration or discussion but cannot move or second a motion on any question relating to the contract, proposed contract or other matter.
- (d) While any vote is taken on a question relating to the contract, proposed contract or other matter the Director or member of the committee must-
 - (i) leave the room and notify the Chair of the Board or the Chair of the committee that he or she is doing so; and
 - (ii) remain outside the room or other area in view or hearing of the room.
- (e) After the result on the vote in question, the Director or member of the committee may return to the room.
- (f) If a Director or member of a committee discloses an interest the Chair of the Board of the Chairperson of the committee must record the declaration and the nature of the interest in the minutes of the meeting at which the consideration or discussion took place.
- (g) A Director or member of the committee who fails to comply with this section shall be subject to the provisions of Article 18.

94. **Committees of Directors**

- (a) The Directors may delegate any of their powers to committees consisting of one or more members who are Directors as they think fit, and the Directors may revoke that delegation.
- (b) A committee will conform to any regulations that may be imposed upon it by the Directors in the exercise of its powers.
- (c) So far as they are capable of application and with the necessary changes, the provisions of the Articles for regulating the meetings and proceedings of the Directors govern the meetings and proceedings of committees of 2 or more members to the extent that the same are consistent with any regulations made by the Directors.
- (d) Where a committee consists of 2 or more members, a quorum will be any 2 members or such larger number as the committee itself determines.

95. **Defects in appointment or qualifications of Director**

All acts done at any meeting of the Directors or of a committee of Directors or by any person acting as a Director will be as valid as if every such person or committee had been duly appointed and every Director was qualified and entitled to vote, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a Director or of the committee or of the person acting as aforesaid, or that any Director was disqualified or not entitled to vote.

96. **Written resolutions of Directors**

- (a) If all of the Directors required to be given notice of meeting as specified in Article 88 being not less than the number of Directors required to constitute a quorum for a meeting of the Directors, have signed a document or communicated by electronic means containing a statement that they are in favour of the communication as last signed by a Director.
- (b) For the purposes of this Article 96:
 - (i) 2 or more separate documents containing statements in identical terms each of which is signed by one or more Directors will together be deemed to constitute one document containing a statement in those terms signed by the Directors;
 - (ii) a reference to all the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution;
 - (iii) except in the case of a communication by a Director of a resolution containing a statement that they are in favour of a resolution, any other document so signed by a Director may be received by the Company at the Office (or other place agreed by the Directors) by post, by facsimile or other electronic means or by being delivered personally by that Director.

MINUTES

97. **Minutes of all proceedings to be kept**

The Directors will cause minutes of all proceedings of general meetings and meetings of the Directors, including meetings of committees of Directors, to be duly entered in books kept for that purpose in accordance with the Corporations Law.

98. **Minutes to be signed by chairperson**

Except in the case of written resolutions made in accordance with Article 96, the Directors will cause the minutes of all proceedings of general meetings and meetings of the Directors, including meetings of committees of Directors, to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.

99. **Minutes to be presumed accurate**
Where the minutes of proceedings of general meetings and meetings of the Directors, including meetings of committees of Directors, are signed in accordance with Article 98, those minutes shall be presumed to be an accurate record of the relevant proceedings unless the contrary is proved.
100. **Inspection of minutes of general meetings**
Books containing the minutes of proceedings of general meetings will be open for inspection by any Member without charge.

SECRETARY

101. **Appointment and removal of Secretary**
The Director will appoint a Director to be a Secretary in accordance with the Corporations Law for such term and on such conditions as they think fit, and any Secretary so appointed may be removed by the Directors.
102. **Acting Secretary**
The Directors may appoint a Director as an acting Secretary or as a temporary substitute for a Secretary who for the purpose of these Articles will be deemed to be a Secretary.

LOCAL MANAGEMENT

103. **Management in specified localities**
- (a) The Directors may provide for the management and transaction of the affairs of the Company in any specified locality whether in the State or elsewhere in such manner as they think fit.
 - (b) The provisions contained in Articles 104, 105 and 106 are without prejudice to the general powers conferred by this Article 103.
104. **Local boards and management committees**
- (a) The Directors may establish any regions, branches, local boards, management committees or agencies for managing any of the affairs of the Company in the specified locality.
 - (b) Where a region or branch has been established by the Directors, the appointment of Office-bearers for such regions or branches shall be in accordance with the by-laws of the Company.
 - (c) The Directors may appoint any persons to be members of local boards or any managers or agents.
 - (d) The Directors may delegate to regions, branches, local boards, management committees or agencies any of the powers, authorities and discretions for the time being vested in the Directors other than the power of making calls.
 - (e) An appointment or delegation may be made on any terms and subject to any conditions as the Directors think fit.
 - (f) The Directors may remove any appointee except in the case of Office-bearers of regional branches and revoke or vary a delegation.
105. **Members of local boards and management committees may be attorneys or agents of Directors**
An appointment of an attorney or agent under Article 26 if the Directors think fit may be made in favour of the members or any of the members of any local board or management committee or agency established as aforesaid or in favour of any corporation or of the members, directors, nominees or managers of any corporation or firm, or in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors.
106. **Power of sub-delegation**
Any such local board, management committee or agency established as aforesaid may be authorised by the Directors to sub-delegate all or any of the authorities and discretions for the time being vested in them.

THE SEALS

107. **Custody and use of Seal**
- (a) The Directors will provide a Seal for the Company and will provide for the safe custody of that Seal.

- (b) The Seal will only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf.
 - (c) Every instrument to which the Seal is affixed, subject to any provisions contained in this Article, will be signed by a Director and countersigned by the Secretary, another Director, or by some other person appointed by the Directors for that purpose.
108. **Official Seal**
The Company may have for use in any place outside Australasia an official seal which is a facsimile of the Seal with the addition on its face of the name of the place where it is to be used, and the following provisions have effect:
- (a) the Company may by writing under the Seal authorise any person appointed for the purpose in the relevant place outside Australasia to affix its official seal for that place to any deed or other document to which the Company in that place is a party;
 - (b) as between the Company and any person dealing with the agent, the authority of the agent will continue during the period (if any) mentioned in the instrument conferring the authority, or if no period is mentioned, then until notice of the revocation or termination of the agent's appointment has been given to the person dealing with the agent;
 - (c) the person affixing the official seal will certify the date and place of affixing the same by writing under hand on the deed or document to which the seal is affixed; and
 - (d) a deed or other document to which the official seal is duly affixed will bind the Company as if it had been sealed with the Seal of the Company.
109. **Facsimile signature under Seals**
The Directors may determine either generally or in a particular case and in any event subject to such conditions as they think fit that wherever a signature is required by these Articles on a document to or in which the Seal or an official seal is affixed or incorporated, that requirement will be satisfied by a facsimile of the signature affixed by mechanical or other means.
110. **Effect of sealing**
Any instrument bearing the Seal or an official seal if issued for valuable consideration will be binding on the Company notwithstanding any irregularity touching the authority of the Directors to issue the same, or the circumstances of its issue.

ACCOUNTS

111. **Company to keep**
The Company will keep such accounting and other records of the business of the Company as it is required to keep by the Corporations Law.
112. **Annual accounts to be laid before annual general meeting**
At the annual general meeting in every year the Directors will lay before the Company a profit and loss account and balance sheet for the last financial year of the Company, together with such other accounts, reports and statements as are required by the Corporations Law.
113. **Copy of accounts to be sent**
Other than those Members who have provided written notice to the Company stating that they do not wish to receive a copy of every document which is required to be laid before each annual general meeting by Article 112, a copy of these documents will be sent to all persons entitled to receive notices of general meetings together with the notice of meeting, as required by the Corporations Law.
114. **Accounts Conclusive**
Every account of the Directors when audited and approved or received by a general meeting at which it is presented will be conclusive except as regards any material error discovered in it within 3 months next after its approval or adoption. Whenever any material error is discovered within that period the account will forthwith be corrected and then it will be conclusive.

AUDITORS: APPOINTMENT AND REMOVAL

115. The auditors of the Company will be appointed and may be removed as provided in the Corporations Law. They will perform the duties and have the rights and powers as may be provided in the Corporations Law.

SECRECY

116. **Members not entitled to discovery**
- (a) The Directors will determine whether and to what extent, at what time and place or places, and under what conditions, the accounting records and other documents of the Company will be open to the inspection of Members other than Directors.
 - (b) Subject to the Corporations Law, a Member not being a Director does not have the right, but may in the absolute discretion of the Directors be authorised, to inspect or to require or receive any information, or to require discovery of any record or document of the Company or any information respecting any detail of the Company's trading or business, or any matter which is or may be in the nature of a trade secret, confidential information, mystery of trade or secret process which may relate to the conduct of the business of the Company.
117. **Officers of Company not to disclose information**
- (a) Every Director, Managing Director, manager, Secretary, auditor, trustee, member of a committee, agent, accountant or other Officer is bound to observe secrecy with respect to all transactions of the Company with its customers, the state of the account of any individual, and all related matters.
 - (b) If required by the Directors, every such person will, before commencing that person's duties or employment or at any time afterwards, sign and make a declaration in a book to be kept for that purpose that they will not reveal or make known any of the matters, affairs or concerns which may come to their knowledge as Director, Managing Director, manager, Secretary, auditor, trustee, member of a committee, agent, accountant or other Officer and whether relating to transactions of the Company with its customers or the state of the account of any individual or to anything else, to any person or persons except in the course and in the performance of their duties, or under compulsion or obligation of law, or when officially required so to do by the Directors or by the auditors for the time being, or by any general meeting of Members.

NOTICES

118. **Method of service of notices**
A notice may be served by the Company on a Member or other person receiving notice under these Articles of Association by any of the following methods:
- (a) by serving it personally on the Member;
 - (b) by leaving it at the Member's registered address;
 - (c) by sending it by post in a prepaid letter, envelope or wrapper addressed to the member at the Member's registered address;
 - (d) by sending it by facsimile transmission to a facsimile number nominated by the Member for the purpose of serving notices on the Member; or
 - (e) by sending it to an electronic mail address nominated by the Member for the purpose of service of notices on the Member.
- For the purposes of Articles 118(b) and (c), a Member may provide the Company with an address other than that of the registered address for the purpose of serving notice on that Member.
119. **Notification of address or facsimile number**
Each Member whose registered address is not in Australia may at any time notify in writing to the Company an address or facsimile number in Australia which will be deemed to be that Member's registered address or facsimile number within the meaning of Article 118.
120. **Air-mail postage or facsimile transmission or electronic mail to overseas members without Australian address**
As regards Members who have no registered address in Australia, all notices will be posted by air-mail, or sent by facsimile transmission or air courier or electronic mail.
121. **Notice by advertisement**
Any notice by a court of law or otherwise required or allowed to be given by the Company to the Members or any of them by advertisement will unless otherwise stipulated be sufficiently advertised if advertised once in a daily newspaper circulating in the States and Territories of Australia.
122. **Time of service by post**

Any notice sent by post, air-mail or air courier will be deemed to have been served on the day following that on which the letter, envelope or wrapper containing the notice is posted or delivered to the air courier, and in proving service it will be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post office or other public postal receptacle or delivered to the air courier. A certificate in writing signed by any manager Secretary or other Officer of the Company that the letter envelope or wrapper containing the notice was so addressed and posted is conclusive evidence thereof.

123. **Time of service by facsimile or electronic transmission**

Any notice sent by facsimile or electronic transmission will be deemed to have been served on receipt by the company of a transmission report confirming successful transmission.

124. **Signatures on notices**

The signature to any notice to be given by the Company may be written or printed or a facsimile thereof may be affixed by mechanical or other means.

125. **Calculation of notice period**

Where a period of notice is required to be given, the day on which the notice is dispatched and the day of doing the act or other thing will not be included in the number of days or other period.

OFFICERS: INDEMNITIES AND INSURANCE

126. **Indemnities**

To the extent permitted by law:

(a) the Company indemnifies every person who is or has been an Officer of the Company or of a wholly-owned subsidiary of the Company against any liability for costs and expenses incurred by that person in defending any Proceedings in which judgement is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any Proceedings in which the Court grants relief to the person under the Corporations Law; and

(b) the Company indemnifies every person who is or has been an Officer of the Company or of a wholly-owned subsidiary of the Company against any liability incurred by the person, as an Officer of the Company or of a wholly-owned subsidiary of the Company, to another person (other than the Company or a related body corporate of the Company) unless the liability arises out of conduct involving a lack of good faith.

127. **Insurance**

To the extent permitted by law, the Company shall pay a premium in respect of a contract insuring a person who is or has been an Officer of the Company or of a subsidiary of the Company against a liability:

(a) incurred by the person in his or her capacity as an Officer of the Company or a subsidiary of the Company or in the course of acting in connection with the affairs of the Company or a subsidiary of the Company or otherwise arising out of the Officer's holding such office, provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a subsidiary of the Company or a contravention of sections 232(5) or (6) of the Corporations Law; or

(b) for costs and expenses incurred by that person in defending Proceedings, whatever their outcome.

128. **Interpretation**

In Articles 126 and 127:

(a) the term "Proceedings" means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in his or her capacity as such an Officer or in the course of acting in connection with the affairs of the Company or a wholly-owned subsidiary (in Article 126) or subsidiary (in Article 127) of the Company or otherwise arising out of the Officer's holding such office (including proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Company or a wholly-owned subsidiary (in Article 126) or subsidiary (in Article 127) of the Company).

(b) the term "**Officer**" has the meaning given to that term in section 241(4) of the Corporations Law.

We, the several persons whose signatures are subscribed, being subscribers to the Memorandum of Association of the Company, hereby agree to the following Articles of the Association.

Signatures of Subscribers

Witness

Leonard Gregory ASPREY

Robert HOCKING

John William PEARCE

William BORAN-FOGARTY

Malcolm Howard HALLIWELL

Judith Anne ELLIS

DATE: