

CONSTITUTION

Company Limited By Guarantee

Corporations Act 2001 (Cth)

CEDUNA COMMUNITY HOTEL PROPERTY LTD
(A.C.N. 626 807 823)

Last Updated: June 2018

Table of Contents

Article	Page
1. NAME.....	1
2. OBJECTS	1
2.1 OBJECTS.....	1
2.2 ATTAINING OBJECTS.....	1
3. REPLACEABLE RULES.....	1
4. PUBLIC COMPANY LIMITED BY GUARANTEE	1
5. NOT-FOR-PROFIT	1
5.1 NO DIVIDENDS	1
5.2 PERMITTED PAYMENTS TO MEMBERS.....	2
6. MEMBERS' LIABILITY AND GUARANTEE	2
6.1 MEMBERS' LIABILITY	2
6.2 MEMBERS' GUARANTEE	2
7. POWERS OF THE COMPANY.....	2
7.1 GENERAL POWERS.....	2
7.2 SPECIFIC POWERS.....	2
8. MEMBERSHIP	3
8.1 MEMBERSHIP GENERALLY	3
8.2 MEMBERSHIP CLASSES	4
8.3 APPLICATION FOR MEMBERSHIP	4
8.4 MEMBER TO NOTIFY CHANGES.....	5
8.5 PRIVILEGES AND INTERESTS OF MEMBERS	5
8.6 VOTING MEMBERS AND NON-VOTING MEMBERS	5
8.7 CESSATION OF MEMBERSHIP.....	5
8.8 RESIGNATION	6
8.9 REGISTER OF MEMBERS	6
8.10 MEMBERSHIP FEES	7
8.11 DISCIPLINING OF MEMBERS.....	7
8.12 RIGHT OF APPEAL OF DISCIPLINED MEMBER	8
8.13 TERMINATION	9
8.14 REINSTATEMENT OF MEMBERS	9
8.15 LIMITED LIABILITY	9
8.16 RESOLUTION OF DISPUTES	9
9. GENERAL MEETINGS.....	9
9.1 HOLDING OF ANNUAL GENERAL MEETINGS	9
9.2 CALLING AND BUSINESS OF ANNUAL GENERAL MEETINGS.....	10
9.3 VOTING MEMBERS HAVE POWER TO CONVENE ANNUAL GENERAL MEETING	10
9.4 CALLING OF EXTRAORDINARY GENERAL MEETINGS	10
9.5 NOTICE	11
9.6 CALCULATION OF PERIOD OF NOTICE	12
9.7 NON-RECEIPT OF NOTICE OF GENERAL MEETING	12

Constitution

Ceduna Community Hotel Property Ltd (A.C.N. 626 807 823)

9.8	DIRECTORS ENTITLED TO ATTEND GENERAL MEETINGS.....	12
9.9	TECHNOLOGY	12
9.10	QUORUM FOR GENERAL MEETINGS	12
9.11	PRESIDING VOTING MEMBER	13
9.12	ADJOURNMENT	13
9.13	MAKING OF DECISIONS	13
9.14	VOTING.....	14
9.15	BUSINESS AT GENERAL MEETINGS	14
9.16	PROXY VOTES PERMITTED.....	14
9.17	RIGHT TO APPOINT ATTORNEY.....	15
9.18	CANCELLATION OR POSTPONEMENT OF GENERAL MEETING	15
9.19	WRITTEN NOTICE OF CANCELLATION OR POSTPONEMENT OF GENERAL MEETING	15
9.20	CONTENTS OF NOTICE POSTPONING GENERAL MEETING.....	16
9.21	NOTICE PERIOD FOR POSTPONED GENERAL MEETING	16
9.22	BUSINESS AT POSTPONED GENERAL MEETING	16
9.23	NON-RECEIPT OF NOTICE OF CANCELLATION OR POSTPONEMENT OF A GENERAL MEETING	16
9.24	PROXY AT POSTPONED GENERAL MEETING	16
10.	AUTHORITY OF THE BOARD	17
10.1	POWERS OF THE BOARD	17
10.2	AUTHORISED SIGNATORIES	18
10.3	DELEGATION BY BOARD TO A COMMITTEE	18
11.	APPOINTING DIRECTORS	19
11.1	COMPOSITION OF THE BOARD OF DIRECTORS.....	19
11.2	ELECTION OF DIRECTORS	19
11.3	OFFENCES AT ELECTIONS.....	20
11.4	COMPLAINTS REGARDING ELECTIONS.....	20
11.5	CASUAL VACANCIES	20
11.6	REMOVAL OF DIRECTORS	21
11.7	REGISTER OF DIRECTORS.....	22
11.8	REMUNERATION OF DIRECTORS	22
11.9	REIMBURSEMENT OF EXPENSES	22
11.10	PAYMENTS TO DIRECTOR	22
12.	BOARD MEETINGS	22
12.1	BOARD MEETINGS AND QUORUM	22
12.2	VOTING AND DECISIONS.....	23
12.3	WRITTEN RESOLUTIONS	23
12.4	TECHNOLOGY	24
12.5	ALTERNATE DIRECTORS	24
13.	OFFICE-BEARERS.....	24
13.1	APPOINTMENT OF OFFICE-BEARERS.....	24
13.2	TREASURER.....	24
13.3	SECRETARY.....	24
13.4	PUBLIC OFFICER.....	25
14.	CONFLICTS OF INTEREST	25
14.1	DISCLOSURE OF INTEREST.....	25
14.2	VOTING ON A CONTRACT IN WHICH A DIRECTOR HAS AN INTEREST.....	26
15.	INDEMNITY AND INSURANCE	26
16.	AUDITOR.....	27
17.	MISCELLANEOUS	27

Liability limited by a Scheme approved under the Professional Standards Legislation.
Legal practitioners employed by Andreyev (Sydney) Pty Ltd A.B.N. 29 697 640 228 and
Andreyev (Adelaide) Pty Ltd A.B.N. 16 994 767 151 are members of the Scheme

Constitution

Ceduna Community Hotel Property Ltd (A.C.N. 626 807 823)

17.1	INSURANCE	27
17.2	SOURCE OF FUNDS.....	27
17.3	MANAGEMENT OF FUNDS	28
17.4	COMMON SEAL.....	28
17.5	ALTERATIONS TO CONSTITUTION	28
17.6	CUSTODY OF BOOKS AND RECORDS	28
17.7	INSPECTION OF BOOKS AND RECORDS	29
17.8	SERVICE OF NOTICES	29
18.	WINDING UP	29
18.1	SURPLUS ASSETS NOT TO BE DISTRIBUTED TO MEMBERS	29
18.2	PERMITTED DISTRIBUTION OF SURPLUS ASSETS	30
18.3	DECISION TO DISTRIBUTE SURPLUS ASSETS	30
19.	CONSISTENCY WITH ACT.....	30
20.	INTERPRETATION	30
21.	DICTIONARY	31

THIS CONSTITUTION dated

14 June 2018:

1. NAME

The name of the Company Limited by Guarantee is:

CEDUNA COMMUNITY HOTEL PROPERTY LTD

and is hereafter referred to in this Constitution as ‘the **Company**’.

2. OBJECTS

2.1 Objects

The objects of the Company are set out in Schedule 1 (the **Objects**).

2.2 Attaining Objects

The Company is empowered to do all things necessary for and incidental to the attainment of the **Objects**.

3. REPLACEABLE RULES

3.1 The replaceable rules of the Act do not apply to the Company.

3.2 This Constitution sets out the basis for the administration and management of the Company.

3.3 Nothing in this Constitution is intended to derogate from the Act, and the mandatory provisions of the Act prevail over anything in this Constitution to the extent they are inconsistent.

3.4 Unless otherwise specifically stated, words used in this Constitution have the same meaning as those terms have under the Act.

4. PUBLIC COMPANY LIMITED BY GUARANTEE

The Company is registered as a public company limited by guarantee under the Act. As such, the Company must:

(a) Have at least three Directors at all times, with at least two Directors ordinarily residing in the Commonwealth of Australia; and

(b) Not pay any dividends to Members.

5. NOT-FOR-PROFIT

5.1 No Dividends

The Company must not distribute any income or assets directly or indirectly to any Member, except as provided in Articles 5.2 and 18.2.

5.2 Permitted payments to Members

- (a) Subject to Article 5.2(b), the Company may make the following payments to a Member:
- (i) Reimbursement for expenses properly incurred on behalf of the Company;
 - (ii) Remuneration for goods or services provided to the Company;
 - (iii) Interest on money loaned by any Member to the Company;
 - (iv) Rent for premises or property leased by any Member to the Company.
- (b) Any payments made by the Company under Article 5.2(a) must be made in good faith and on the basis of reasonable commercial terms.

6. MEMBERS' LIABILITY AND GUARANTEE

6.1 Members' Liability

The liability of each Member is limited to the Guarantee Amount.

6.2 Members' Guarantee

If the Company is wound up while a person is a Member (or within 12 months after they cease being a Member) then that person must contribute up to the Guarantee Amount to the Company for:

- (a) Payment of the Company's debts and liabilities incurred before that person ceased to be a Member;
- (b) Payment of the costs, charges and expenses of winding-up the Company; and
- (c) Adjustment of the rights of the contributories among themselves.

7. POWERS OF THE COMPANY

7.1 General powers

The Company has all the powers conferred on companies limited by guarantee under the Act.

7.2 Specific powers

Without limiting Article 7.1, the Company has the following powers and authorities to:

- (a) Acquire, hold, deal with, and dispose of any real or personal Property;
- (b) Open and operate bank accounts;

- (c) Invest its money in any:
 - (i) Security in which trust moneys may be invested; and
 - (ii) Other manner authorised by the rules of the Company;
- (d) Borrow money on the terms and conditions as the Company thinks fit;
- (e) Give security for the discharge of liabilities incurred by the Company as the Company thinks fit;
- (f) Appoint agents and employees to transact any business of the Company on its behalf for reward or otherwise;
- (g) Build, construct, erect, maintain, alter and repair any premises building or other structure of any kind and to furnish equip and improve the same for use by the Company;
- (h) Acquire, hold, deal with, and dispose of any shares, stocks, notes, options, debentures or other securities;
- (i) To exercise all the voting powers attaching to any shares, stocks, debentures or other securities;
- (j) Accept donations and gifts in accordance with the Objects;
- (k) Print and publish any information by any media including books, newsletters, newspapers, articles or leaflets for the promotion of the Objects;
- (l) Provide gifts, trophies and prizes in accordance with the Objects;
- (m) Organise social events for the promotion of the Objects; and
- (n) Enter into any other contract the Company considers necessary or desirable to promote or further the Objects.

8. MEMBERSHIP

8.1 Membership generally

- (a) A person is eligible to be a member of the Company if the person:
 - (i) Is an individual;
 - (ii) Has applied and been approved for membership of the Company in accordance with Article 8.3;
 - (iii) Accepts to be bound by this Constitution and any other rules, by-laws, policies or other standards prescribed by the Directors from time to time; and
 - (iv) Qualifies for admission to a class of membership of the Company.

- (b) The Board may from time to time establish other criteria for membership as it deems appropriate, provided the criteria do not contravene the Act.

8.2 Membership classes

- (a) The Company has the classes of membership set out in Schedule 2, and the other classes as may be created by the Board from time to time in accordance with any requirements set out in the Act.
- (b) The membership classes have the rights assigned to them in Schedule 2, or such other rights as determined by the Board from time to time.
- (c) A person who is a Member of one membership class may apply to become a Member of another class in accordance with Article 8.3 if they satisfy the eligibility requirements of that other class.
- (d) A person who no longer meets the eligibility requirements of one membership class will automatically be deemed to be a Member of the class whose eligibility requirements the Member meets, and if more than one class then the class that has the most similar rights to the class to which the Member previously belonged.

8.3 Application for membership

- (a) A person may apply for membership of the Company by application in writing in the form set out in Schedule 3 (or the other form adopted by the Board from time to time).
- (b) The application must:
 - (i) Be made by the applicant or their legal personal representative;
 - (ii) Provide the personal details of the applicant, including their usual place of residence;
 - (iii) State the class of membership for which the applicant is applying;
 - (iv) Contain an acknowledgement and undertaking that the applicant will observe and be bound by the Constitution;
 - (v) Be signed by the applicant or their legal personal representative; and
 - (vi) Be accompanied by the relevant membership fee (as applicable).
- (c) As soon as practicable after receiving an application for membership, the Board must resolve to approve or to reject the application at its complete discretion, but otherwise in accordance with this Constitution.
- (d) As soon as practicable after the Board makes a determination under Article 8.3(c), the Company must notify the applicant in writing that their application has been approved or rejected (whichever is applicable).

- (e) The Secretary must, following the approval of the applicant as a Member, enter the applicant's name in the Register of Members and, on the name being so entered, the applicant becomes a Member of the Company.
- (f) In the event that an application for membership is rejected, any membership fee accompanying the application will be refunded to the applicant.

8.4 Member to notify changes

A Member must promptly notify the Company of any change in the details with respect to that Member that are recorded in the Register of Members.

8.5 Privileges and interests of Members

- (a) The privileges and interests of a Member are personal and terminate on the Member ceasing to be a Member.
- (b) On a Member ceasing to be a Member their interest in the Company is absolutely forfeited.
- (c) The confirmation in writing from the Company that a Member has ceased to be a Member will be conclusive evidence in all courts of the cessation of the Member's membership in the Company.

8.6 Voting Members and Non-voting Members

- (a) A Voting Member who ceases to ordinarily reside within the District Council of Ceduna will automatically be deemed to be a Non-voting Member and will be assigned by the Board to the appropriate class of Non-voting Membership.
- (b) A Non-voting Member who is entitled to be a Voting Member in accordance with the requirements attaching to Voting Membership may apply for Voting Membership in lieu of their Non-voting Membership in accordance with the procedure set out in Article 8.3.

8.7 Cessation of membership

A person ceases to be a Member on the date that the Member:

- (a) Ceases to qualify for membership;
- (b) Resigns by giving written notice to the Company under Article 8.8;
- (c) Dies;
- (d) Becomes bankrupt or makes an arrangement or composition with creditors of the person's joint or separate estate generally;
- (e) Becomes of unsound mind;
- (f) Becomes a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;

- (g) Has their membership terminated by the Board or by the Company in general meeting in accordance with this Constitution; or
- (h) Fails to pay the relevant membership fee under Article 8.10 within 60 days after the fee first becomes due.

8.8 Resignation

- (a) A Member of the Company may resign from membership of the Company by giving to the Secretary written notice of at least 30 days (or such other period as the Board may determine) of the Member's intention to resign and, on the expiration of the period of notice, the Member ceases to be a member.
- (b) If a Member ceases to be a Member under Article 8.8(a), and in every other case where a Member ceases to hold membership, the Secretary must make an appropriate entry in the Register of Members recording the date on which the Member ceased to be a member.
- (c) A Member remains liable after resignation for all money due by the Member to the Company.

8.9 Register of Members

- (a) The Secretary must establish and maintain a Register of Members of the Company, specifying each Member's:
 - (i) Name;
 - (ii) Postal or residential address;
 - (iii) Date of admission as a Member; and
 - (iv) Date of cessation as a Member;
- (b) The Register of Members must be kept:
 - (i) At the main premises of the Company; or
 - (ii) If the Company has no premises, at the Company's registered office.
- (c) The Register of Members must be open for inspection, free of charge, by any Member of the Company at any reasonable hour.
- (d) Subject to Article 8.9(f), the Company may, at its discretion, make public the list of Members, including, but not limited to, listing the name of Members on the Company's website and in its promotional material.
- (e) A Member of the Company may obtain a copy of any part of the register on payment of a fee of not more than \$1.00 for each page copied.
- (f) If a Member requests that any information contained on the Register of Members about the Member (other than the Member's name) not be made

public (other than by being available for inspection), that information must not be made public.

- (g) Each Member and Director (and each former Member and Director) must not use information about a person obtained from the Register of Members to contact or send material to the person, other than for:
 - (i) The purposes of sending the person a newsletter, a notice in respect of a meeting or other event relating to the Company, or other material relating to the Company;
 - (ii) Any purpose consented to in writing by the Member; and
 - (iii) Any other purpose necessary to comply with a requirement of the Act.

8.10 Membership fees

- (a) Each Member of the Company must pay to the Company the membership fees specified in Schedule 2 or, if some other higher or lower amount is determined by the Board, that other amount.
- (b) Any taxes (including goods and services tax) payable by the Company in respect of the annual membership fees are not included in such fees and are to be borne by the Member liable to pay such fees in addition to such fees.

8.11 Disciplining of Members

- (a) A complaint may be made to the Board by any person that a Member of the Company:
 - (i) Has refused or neglected to comply with a provision of this Constitution; or
 - (ii) Has wilfully acted in a manner prejudicial to the interests of the Company or the Objects.
- (b) The Board may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature.
- (c) If the Board decides to deal with the complaint, the Board must:
 - (i) Cause notice of the complaint to be served on the Member concerned; and
 - (ii) Give the Member at least 14 days from the time the notice is served within which to make submissions to the Board in connection with the complaint; and
 - (iii) Take into consideration any submissions made by the Member in connection with the complaint.

- (d) The Board may, by Special Resolution, expel the Member from the Company or suspend the Member from membership of the Company if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved on the balance of probabilities and the expulsion or suspension is warranted in the circumstances.
- (e) If the Board expels or suspends a Member, the Secretary must, within 7 days after the action is taken, cause written notice to be given to the Member of the action taken and of the Member's right of appeal under Article 8.12.
- (f) The expulsion or suspension does not take effect:
 - (i) Until the expiration of the period within which the Member is entitled to appeal against the resolution concerned; or
 - (ii) If within that period the Member exercises the right of appeal, unless and until the Company confirms the resolution under Article 8.12,whichever is the later.

8.12 Right of appeal of disciplined Member

- (a) A Member may appeal to the Company in general meeting against a resolution of the Board under Article 8.11, within 7 days after notice of the resolution is served on the Member, by lodging with the Secretary a notice to that effect.
- (b) The notice may, but need not, be accompanied by a statement of the grounds on which the Member intends to rely for the purposes of the appeal.
- (c) On receipt of a notice from a Member under Article 8.12(a), the Secretary must notify the Board, and the Board must convene a general meeting of the Company to be held within 28 days after the date on which the Secretary received the notice.
- (d) At a general meeting of the Company convened under Article 8.12(c):
 - (i) No business other than the question of the appeal is to be transacted; and
 - (ii) The Board and the Member must be given the opportunity to state their respective cases orally or in writing, or both; and
 - (iii) The Members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- (e) The appeal is to be determined by an Ordinary Resolution of the Members.

8.13 Termination

Without limiting Article 8.11, the Board may by written notice to the Member terminate the Member's membership with immediate effect or with effect from a specified date after service of the notice, in which case any membership fee paid by the Member will be either forfeited or refunded at the absolute discretion of the Board.

8.14 Reinstatement of Members

The Board is entitled to reinstate any terminated or expelled member on such membership terms as the Board deems fit.

8.15 Limited liability

The liability of Members is limited to the amount to be paid and contributed under Article 8.10.

8.16 Resolution of disputes

- (a) A dispute between a Member and another Member (in their capacity as Members) of the Company, or a dispute between a Member or Members and the Company, must be initially referred on notice to each other disputant.
- (b) The notice referred to in Article 8.16(a) must include a summary of the issues in dispute and notification of a time within a period of 14 days beginning 4 days after the service of the notice, and a place in the capital of the State at which the disputants (or, if a disputant is not an individual, the disputant's representative) are to meet to try to resolve the dispute.
- (c) The disputants and/or their representatives must meet at the time and place specified in the notice to try to resolve the dispute and must, if necessary, continue to negotiate for 2 consecutive business days unless they otherwise agree to reconvene.
- (d) If the dispute has not been resolved by the disputants or the disputants' representatives by the end of the meeting then any disputant may, within 14 days thereafter, refer the dispute to arbitration. The *Commercial Arbitration Act 2011* (SA) applies to any such dispute referred to arbitration.

9. GENERAL MEETINGS

9.1 Holding of annual general meetings

The Company must hold its annual general meetings:

- (a) At least once in each calendar year; and
- (b) Within 5 months after the close of the Company's Financial Year, (or as otherwise required under the Act).

9.2 Calling and business of annual general meetings

- (a) The annual general meeting of the Company is, subject to the Act and to Article 9.1, to be convened on the date and at the place and time as the Board thinks fit.
- (b) If a Voting Member has submitted to the Company at least 28 days before an annual general meeting a written request for copies of the Company documents that will be tabled at the annual general meeting, then at least 21 days before the date of the annual general meeting the Board must send to the Voting Member:
 - (i) A copy of the Directors' report for the Company;
 - (ii) The balance sheets of the Company;
 - (iii) Statement of accounts of the Company; and
 - (iv) The Auditor's report of the Company (if any).
- (c) In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:
 - (i) To confirm the minutes of the last preceding annual general meeting and of any Extraordinary General Meeting held since that meeting;
 - (ii) To receive from the Board reports on the activities of the Company during the last preceding Financial Year;
 - (iii) To elect Directors of the Company; and
 - (iv) To receive and consider any financial statement or report required to be submitted to Voting Members under the Act (if any).
- (d) An annual general meeting must be specified as such in the notice convening the meeting.

9.3 Voting Members have power to convene annual general meeting

If there are not sufficient Directors to constitute a quorum at a meeting of the Board and consequently the Board cannot resolve to convene and arrange an annual general meeting under Article 9.2(a), then one Director or any 2 or more Voting Members may convene an annual general meeting of the Company at the cost of the Company.

9.4 Calling of Extraordinary General Meetings

- (a) The Board may, whenever it thinks fit, convene an Extraordinary General Meeting of the Company.

- (b) The Board must, on the requisition in writing of at least 25% of the total number of Voting Members, convene an Extraordinary General Meeting of the Company.
- (c) A requisition of Voting Members for an Extraordinary General Meeting:
 - (i) Must state the purpose or purposes of the meeting;
 - (ii) Must be signed by the Members making the requisition;
 - (iii) Must be lodged with the Secretary; and
 - (iv) May consist of several documents in a similar form, each signed by one or more of the members making the requisition.
- (d) If the Board fails to convene an Extraordinary General Meeting to be held within 30 days after that date on which a requisition of Voting Members for the meeting is lodged with the Secretary, any one or more of the Voting Members who made the requisition may convene an Extraordinary General Meeting to be held not later than 90 days after that date.
- (e) An Extraordinary General Meeting convened by a Voting Member or Voting Members as referred to in Article 9.4(d) must be convened as nearly as is practicable in the same manner as general meetings are convened by the Board.

9.5 Notice

- (a) Notice of a general meeting must be given to each Voting Member and the auditor or auditors of the Company, at least 21 days before the date for which the meeting is convened, in accordance with Article 17.8 and the Act. The notice of meeting must contain:
 - (i) The place, date and time for the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
 - (ii) The general nature of the meeting's business;
 - (iii) If a Special Resolution is to be proposed at the meeting – an intention to propose the Special Resolution and the resolution;
 - (iv) A statement that the member has a right to appoint a proxy; and
 - (v) Information on whether the proxy needs to be a member of the company and information on how to appoint a proxy.
- (b) No business other than that specified in the notice convening a general meeting is to be transacted at the meeting except, in the case of an annual general meeting, business that may be transacted under Article 9.2(c).

- (c) A Voting Member desiring to bring any business before a general meeting may give notice in writing of that business to the Secretary who must include that business in the next notice calling a general meeting given after receipt of the notice from the Voting Member, provided that any notice given under this Article by a Voting Member must be given to the Secretary at least 28 days prior to the next general meeting in order to be included in the notice for that general meeting.

9.6 Calculation of period of notice

In computing the period of notice under Article 9.5(a), both the days on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

9.7 Non-receipt of notice of general meeting

The non-receipt of notice of a general meeting, or the accidental omission to give notice of a general meeting to a person entitled to receive notice does not invalidate any resolution passed at the general meeting.

9.8 Directors entitled to attend general meetings

Each Director is entitled to receive notice of and attend all general meetings and speak at those meetings.

9.9 Technology

The Company may hold a meeting of Voting Members at 2 or more locations using any technology that gives the Voting Members as a whole a reasonable opportunity to participate in the meeting.

9.10 Quorum for general meetings

- (a) No item of business is to be transacted at a general meeting unless a quorum of Voting Members entitled under this Constitution to vote is present during the time the meeting is considering that item.
- (b) The lower of:
 - (i) A majority of Voting Members; and
 - (ii) 20 Voting Memberspresent (being Voting Members entitled under this Constitution to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting.
- (c) If within 30 minutes after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:
 - (i) If convened on the requisition of Voting Members, is to be dissolved; and

- (ii) In any other case, is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to Voting Members given before the day to which the meeting is adjourned) at the same place.
- (d) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the Voting Members present are to constitute a quorum.

9.11 Presiding Voting Member

- (a) The Chair or, in the Chair's absence, the Vice-Chair, is to act as chairperson at each general meeting of the Company.
- (b) If the Chair and the Vice-Chair are absent or unwilling to act, the Directors present must elect one of their number to preside as chairperson at the meeting.

9.12 Adjournment

- (a) The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of Voting Members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- (b) If a general meeting is adjourned for 14 days or more, the Secretary must give written or oral notice of the adjourned meeting to each member of the Company stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- (c) Except as provided in Articles 9.12(a) and 9.12(b), notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

9.13 Making Decisions

- (a) A question arising at a general meeting of the Company is to be determined by either:
 - (i) A show of hands, or
 - (ii) If on the motion of:
 - A. The chairperson; or
 - B. 5 or more Voting Members present at the meetingthe question should be determined by a written ballot - a written ballot.

- (b) If the question is to be determined by a show of hands, a declaration by the chairperson that a resolution has, on a show of hands, been:
 - (i) Carried;
 - (ii) Carried unanimously;
 - (iii) Carried by a particular majority; or
 - (iv) Lostor an entry to that effect in the minute book of the Company, is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- (c) If the question is to be determined by a written ballot, the ballot is to be conducted in accordance with the directions of the chairperson.
- (d) A demand for a written ballot does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

9.14 Voting

- (a) On any question arising at a general meeting of the Company each Voting Member present personally or by way of validly appointed proxy has 1 vote only.
- (b) In the case of an equality of votes on a question at a general meeting, the chairperson of the meeting is entitled to exercise a second or casting vote.
- (c) A Voting Member is not entitled to vote at any general meeting of the Company unless all money due and payable by the Voting Member to the Company has been paid.
- (d) A Voting Member is not entitled to vote at any general meeting of the Company if the Voting Member is under 18 years of age.

9.15 Business at general meetings

- (a) All business must be considered and resolved by way of an Ordinary Resolution of Voting Members entitled to vote on the matter, unless required to be considered and resolved by way of a Special Resolution under a term of this Constitution or by the Act.
- (b) Subject to this Constitution and the requirements of the Act, a resolution is taken to be carried if an Ordinary Resolution is passed in favour of it.

9.16 Proxy votes permitted

- (a) Subject to any other provision of this Constitution, a Voting Member entitled to vote is entitled to appoint in the approved form as set out in Schedule 4 a

natural person who is also a Voting Member of the Company to be their proxy, and attend and vote at any general meeting of the Company.

- (b) An appointment may be a standing appointment. A Voting Member who has appointed a proxy may revoke the appointment at any time by giving the Company written notice.
- (c) An appointment for a meeting is valid for an adjournment of that meeting.
- (d) Unless otherwise approved by the chairperson, a proxy is not to be treated as valid unless notice of it is received by the Company at its official address (or another place specified in the notice of meeting) at least 24 hours before the time the meeting (or adjourned meeting) at which it is to be exercised is due to commence.
- (e) A proxy has the same rights as the Voting Member to speak and vote at a general meeting. Those rights are suspended while the Voting Member is personally present at the meeting.
- (f) The proxy or other person must vote on a resolution in accordance with any direction in the appointment.
- (g) If there is no direction, and the person is separately entitled to vote on the resolution, the person may vote on it for the Voting Member as he or she thinks fit.
- (h) If there is no direction, and the person is not separately entitled to vote on the resolution, he or she must abstain from voting on it.

9.17 Right to appoint attorney

A Voting Member may by power of attorney duly executed in the presence of at least 1 witness, and (if necessary) duly stamped, appoint an attorney (who must also be a Voting Member) to act on the Voting Member's behalf at all or any meetings of the Company or of any class of Voting Members.

9.18 Cancellation or postponement of general meeting

Where a general meeting (including an annual general meeting) is convened by the Board, they may, when they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them. This Article does not apply to a meeting convened in accordance with the Act by a single Director, by Voting Members, by the Directors on the request of Voting Members, or to a meeting convened by the Court.

9.19 Written notice of cancellation or postponement of general meeting

Written notice of cancellation or postponement of a general meeting must be given to all persons entitled to receive notices of general meetings from the Company. The notice must be given at least 2 days before the date for which the meeting is convened and must specify the reason for cancellation or postponement.

9.20 Contents of notice postponing general meeting

A notice postponing the holding of a general meeting must specify:

- (a) A date and time for the holding of the meeting; and
- (b) A place for the holding of the meeting, which may be either the same as or different to the place specified in the notice convening the meeting; and
- (c) If the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner.

9.21 Notice period for postponed general meeting

The number of clear days from when a notice postponing the holding of a general meeting is given to the date specified in that notice for the holding of the meeting may not be less than the number of days' notice of the meeting required to be given by this Constitution or the Act.

9.22 Business at postponed general meeting

The only business that may be transacted at a general meeting which is postponed is the business specified in the notice convening the meeting.

9.23 Non-receipt of notice of cancellation or postponement of a general meeting

The accidental omission to give notice of the cancellation or postponement of a meeting to, or the non-receipt of any such notice by, any person entitled to notice does not invalidate that cancellation or postponement or any resolution passed at a postponed meeting.

9.24 Proxy at postponed general meeting

Where:

- (a) By the terms of an instrument appointing a proxy, the proxy is authorised to attend and vote at:
 - (i) A general meeting to be held on a specified date; or
 - (ii) A general meeting or general meetings to be held on or before a specified date; and
- (b) The date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy,

then, by force of this Article, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy unless the Voting Member appointing the proxy gives to the Company at its Registered Office notice in writing to the contrary not less than 48 hours before the time to which the holding of the meeting has been postponed.

10. AUTHORITY OF THE BOARD

10.1 Powers of the Board

- (a) Subject to the Act and this Constitution, and to any resolution passed by the Members in general meeting, the Board:
 - (i) Is to control and manage the affairs of the Company;
 - (ii) May exercise all such functions as may be exercised by the Company, other than those functions that are required by the Act and this Constitution to be exercised by a general meeting of Members of the Company; and
 - (iii) Has power to perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper management of the affairs of the Company.
- (b) Without limiting Article 10.1(a), the Board has the power to:
 - (i) Administer the finances, appoint bankers, and direct the opening of banking accounts for specific purposes, and to transfer funds from one account to another, and to close any such account;
 - (ii) Fix the manner in which such banking accounts must be operated upon, providing the Company passes all payments;
 - (iii) Fix fees and subscriptions payable by members and decide such levies, fines and charges as is deemed necessary and advisable, and to enforce payment thereof;
 - (iv) Adjudicate on all matters brought before it which in any way affect the Company;
 - (v) Cause minutes to be made of all proceedings at meetings of the Board and general meetings of Members;
 - (vi) Make, amend and rescind rulings of the Company;
 - (vii) Have the power to form and appoint any sub-committees as required for specific purposes; and
 - (viii) Employ a person or persons to carry out certain duties required by the Company, at salaries or remunerations for such period of time, as may be deemed necessary.
- (c) All acts of a Director, or a person acting as a Director in the event of a casual vacancy, are valid notwithstanding that it is afterwards discovered that there was some defect in the appointment, election or qualification of them or any of them or that they or any of them were disqualified or had vacated office.

10.2 Authorised signatories

- (a) The Secretary is an authorised signatory of the Company.
- (b) The Board may from time to time appoint additional authorised signatories from among such of its Directors as are ordinarily resident in Australia, and may at any time revoke any such appointment.
- (c) A person (other than the Secretary) vacates office as an authorised signatory if:
 - (i) His or her appointment as an authorised signatory is revoked;
 - (ii) He or she ceases to be a Director; or
 - (iii) He or she ceases to be ordinarily resident in Australia.

10.3 Delegation by Board to a committee

- (a) The Board may, by instrument in writing, delegate to one or more committees (consisting of the Member or Members of the Company as the Board thinks fit) the exercise of such of the functions of the Board as are specified in the instrument, other than:
 - (i) This power of delegation; and
 - (ii) A function which is a duty imposed on the Board by the Act or by any other law.
- (b) A function the exercise of which has been delegated to a committee under this Article may, while the delegation remains unrevoked, be exercised from time to time by the committee in accordance with the terms of the delegation.
- (c) A delegation under this Article may be made subject to the conditions or limitations as to the exercise of any function, or as to time or circumstances, specified in the instrument of delegation.
- (d) Despite any delegation under this Article, the Board may continue to exercise any function delegated.
- (e) Any act or thing done or suffered by a committee acting in the exercise of a delegation under this Article has the same force and effect as it would have if it had been done or suffered by the Board.
- (f) The Board may, by instrument in writing, revoke wholly or in part any delegation under this Article.
- (g) A committee may meet and adjourn as it thinks proper, but if the meeting consists of two or more Directors, the meetings and proceedings are governed by the provisions of this Constitution as to the meetings and proceedings of the Board so far as they are applicable.

11. APPOINTING DIRECTORS

11.1 Composition of the Board of Directors

- (a) The minimum number of Directors is 5. The maximum number of Directors is 7.
- (b) The Members may by Ordinary Resolution increase or reduce the number of Directors.
- (c) No person is eligible to be appointed a Director unless:
 - (i) They are a Voting Member; and
 - (ii) They are an elector of the District Council of Ceduna or other local government body controlling the township of Ceduna.

11.2 Election of Directors

- (a) Nominations of candidates for election as a Director:
 - (i) Must be made in writing, signed by 2 Voting Members, and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination); and
 - (ii) Must be delivered to the Secretary at least 7 days before the date fixed for the holding of the annual general meeting at which the election is to take place.
- (b) A retiring Director (including a person appointed to fill a casual vacancy) will be deemed to be duly nominated if they provide notice to the Board of their intention to stand for re-election at least 1 month prior to the relevant annual general meeting.
- (c) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are automatically elected as from the end of that annual general meeting.
- (d) If insufficient nominations are received to fill all vacancies on the Board, the candidates nominated are automatically elected as from the end of that annual general meeting, and further nominations may be received at the annual general meeting.
- (e) If insufficient further nominations are received, any vacant positions remaining on the Board are taken to be casual vacancies.
- (f) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.
- (g) The ballot for the election of Directors is to be conducted by postal vote conducted in such manner as the Board directs.

- (h) Persons elected as a Director under a ballot are appointed as a Director as from:
 - (i) The end of the relevant annual general meeting; or
 - (ii) The date of the official announcement of the outcome of the postal vote by the Board to the Voting Members,whichever is applicable.
- (i) A person nominated as a candidate for election as a Director must at that time be a Voting Member of the Company, and must remain a Voting Member of the Company at all times during which they hold office.

11.3 Offences at elections

- (a) Voting Members must not barter, exchange or offer to barter or exchange a vote at an election.
- (b) All Voting Members must vote for the required number of candidates on their ballot. If a Voting Member fails to do so, their ballot will not be counted and will be discarded.
- (c) Candidates must not:
 - (i) Join with any other candidate in running a ticket at an election; or
 - (ii) Solicit votes for any other candidate.
- (d) If any successful candidate commits or is a party to a breach of Article 11.3(c), their election must be declared void by the Board.

11.4 Complaints regarding elections

- (a) Any complaint by a Director or Voting Member about the process or conduct of an election must be made to the Board within 7 days of the election.
- (b) Notice of a complaint must be given to the interested Voting Members by the Board as soon as practicable, who will be entitled to make submissions to the Board regarding the complaint within 7 days of receiving notice.
- (c) The Board must thereafter deal with the complaint as soon as practicable. Any Director who was a candidate at the relevant election must not participate in any meetings or other gatherings of the Board where the Board deals with the complaint. For the purposes of this Article, a quorum will consist of a majority of Directors who are entitled to participate.

11.5 Casual vacancies

- (a) In the event of a casual vacancy occurring in the membership of the Board, the Board may appoint a Voting Member of the Company to fill the vacancy and the Voting Member so appointed is to hold office as a Director, subject

to this Constitution, until the conclusion of the annual general meeting next following the date of the appointment.

- (b) A casual vacancy on the Board will occur between annual general meetings if a Director:
 - (i) Dies;
 - (ii) Ceases to be a Voting Member of the Company;
 - (iii) Resigns office by notice in writing given to the Secretary;
 - (iv) Is removed from office under Article 11.6;
 - (v) Becomes mentally incapacitated;
 - (vi) Becomes bankrupt or insolvent or makes an arrangement or composition with creditors of the Director's joint or separate estate generally;
 - (vii) Is absent without the consent of the Board from 2 or more consecutive meetings of the Board;
 - (viii) Is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than 3 months; or
 - (ix) Is prohibited from being a director of a company under Part 2D.6 (Disqualification from managing corporations) of the Act.

11.6 Removal of Directors

- (a) The Company in general meeting may by resolution remove any member of the Board from the office of Director before the expiration of the Director's term of office, and may by resolution appoint another person to hold office until the expiration of the term of office of the Director so removed.
- (b) If a Director to whom a proposed resolution referred to in Article 11.6(a) relates:
 - (i) Makes representations in writing to the Secretary or Chair (not exceeding a reasonable length); and
 - (ii) Requests that the representations be notified to the Voting Members of the Company,

the Secretary or the Chair may send a copy of the representations to each Voting Member or, if the representations are not so sent, the Voting Member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

11.7 Register of Directors

The Secretary must keep a register of Directors that complies with all the requirements of the Act.

11.8 Remuneration of Directors

The remuneration of the Directors may be determined from time to time at annual general meetings of the Company.

11.9 Reimbursement of expenses

A Director is entitled to be reimbursed out of the funds of the Company for their reasonable travelling, accommodation and other expenses incurred when travelling to or from meetings of the Board or a committee, or when otherwise engaged on the business of the Company.

11.10 Payments to Director

Any payment to a Director that is not prohibited under Article 11.7 (including a payment permitted under Article 11.9) must be approved by the Board.

12. BOARD MEETINGS

12.1 Board meetings and quorum

- (a) The Board must meet at least 3 times in each period of 12 calendar months at the place and time the Board determines.
- (b) Additional meetings of the Board may be convened by the Chair or by any 2 Directors.
- (c) Oral or written notice of a meeting of the Board must be given by the Secretary to each Director at least 5 clear business days (or such other period as may be unanimously agreed by the Board) before the time appointed for the holding of the meeting.
- (d) Notice of a meeting given under Article 12.1(c) must specify the general nature of the business to be transacted at the meeting, and no business other than that business is to be transacted at the meeting, except business which the Directors present at the meeting unanimously agree to treat as urgent business.
- (e) Unless otherwise determined by the Company, 4 Directors constitutes a quorum for the transaction of the business of a meeting of the Board.
- (f) No business is to be transacted by the Board unless a quorum is present, and if within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.

- (g) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.
- (h) At a meeting of the Board:
 - (i) The Chair is to act as chair;
 - (ii) If the Chair is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act as chair, the Vice-Chair is to act as chair; or
 - (iii) If the Chair and the Vice-Chair are both not present within 10 minutes after the time appointed for the holding of the meeting or are both unwilling to act as chair, one of the remaining Directors, as chosen by the Directors present at the meeting, is to act as chair.

12.2 Voting and decisions

- (a) The provisions of this Article 12.2 are subject to Article 14.
- (b) Subject to this Constitution and the Act, questions arising at a meeting of the Board, or of any committee, are to be determined by an Ordinary Resolution of the Directors (or committee members) present at the meeting.
- (c) Each Director present at a meeting of the Board, or of any committee, (including the person presiding at the meeting) is entitled to 1 vote, but in the event of an equality of votes on any question, the person acting as chair may exercise a second or casting vote.
- (d) Subject to Article 12.1(e), the Board may act despite any vacancy on the Board.
- (e) Any act or thing done or suffered, or purporting to have been done or suffered, by the Board, or by a committee, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the Board or committee.

12.3 Written resolutions

- (a) Unless the Act requires otherwise, the Directors may pass a resolution without a meeting of the Board being held if all of the Directors who are entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is taken to be passed, as if it had been passed unanimously at a duly convened meeting of the Board, at the time the Secretary has evidence that the last Director has signed it.

12.4 Technology

The Board may hold a meeting of the Board at 2 or more locations using any technology that gives the Directors seeking to participate in the meeting a reasonable opportunity to participate in the deliberations of the meeting.

12.5 Alternate Directors

A Director cannot appoint an alternate Director for any purposes, including attending, speaking and voting at meetings.

13. OFFICE-BEARERS

13.1 Appointment of office-bearers

- (a) The office-bearers of the Company are as follows:
 - (i) The Chair;
 - (ii) The Vice-Chair;
 - (iii) The Treasurer; and
 - (iv) The Secretary.
- (b) The Board may by Ordinary Resolution establish other office-bearer roles as it thinks fit from time to time.
- (c) At the first Board meeting following the annual general meeting the Board must elect Directors to fill each office, and on the election of an office-bearer the term of the incumbent officer-bear ends.
- (d) A Director may nominate for re-election to an office held by the Director immediately before the election.
- (e) A Director may only hold a single office at any one time.

13.2 Treasurer

It is the duty of the Treasurer to ensure:

- (a) That all money due to the Company is collected and received and that all payments authorised by the Company are made; and
- (b) That correct books and accounts are kept showing the financial affairs of the Company, including full details of all receipts and expenditure connected with the activities of the Company.

13.3 Secretary

- (a) The Secretary must, as soon as practicable after being appointed as Secretary, lodge notice with the Company of his or her address.

- (b) It is the duty of the Secretary to keep minutes of:
 - (i) All appointments of office-bearers and Members of the Company;
 - (ii) The names of Directors and Voting Members of the Company present at meetings of the Board and general meetings; and
 - (iii) All proceedings at meetings of the Board and general meetings.
- (c) Minutes of proceedings at a meeting must be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting.

13.4 Public Officer

- (a) The Board must from time to time appoint and maintain a Public Officer who is aged 18 or more and is ordinarily resident in Australia.
- (b) The position of Public Officer may, but need not be, held by a Member of the Company.

14. CONFLICTS OF INTEREST

14.1 Disclosure of interest

- (a) A Director may:
 - (i) Hold office in the Company on any terms as the Board resolves;
 - (ii) Hold an office or otherwise be interested in other body corporates in which the Company is interested; or
 - (iii) Act, or the Director's firm may act, in any professional capacity for the Company (except as auditor),and retain the benefits of doing so if the Director discloses their interest in accordance with Article 14.1(b) and the Act.
- (b) A member of the Board who has any direct or indirect pecuniary interest in a contract, or proposed contract, with the Company must:
 - (i) As soon as he or she becomes aware of his or her interest, disclose the nature and extent of his or her interest to the Board; and
 - (ii) Disclose the nature and extent of his or her interest in the contract at the next annual general meeting of the Company.
- (c) Article 14.1(b) does not apply in respect of a pecuniary interest that exists only by virtue of the fact that the Director:
 - (i) Is an employee of the Company;
 - (ii) Is a member of a class of persons for whose benefit the Company is established; or

- (iii) Has the pecuniary interest in common with all or a substantial proportion of the Members of the Company.
- (d) If a Director discloses their interest in accordance with this Article 14 and the Act:
 - (i) The Director may contract or make an arrangement with the Company in any matter in any capacity;
 - (ii) The Director may retain the benefits under the contract or arrangement; and
 - (iii) The Company cannot avoid the contract or agreement merely because of the existence of the Director's interest.

14.2 Voting on a contract in which a Director has an interest

- (a) A Director who has any direct or indirect pecuniary interest in a contract, or proposed contract, with the Company must not take part in any decision of the Board with respect to that contract (but may, subject to the Act, take part in any deliberations with respect to that contract).
- (b) Article 14.2(a) does not apply in respect of a pecuniary interest that:
 - (i) Exists only by virtue of the fact that the Director is a member of a class of persons for whose benefit the Company is established; or
 - (ii) The Director has in common with all or a substantial proportion of the Directors of the Company.

15. INDEMNITY AND INSURANCE

15.1 Indemnity of officers

Every person who is or has been:

- (a) A Director;
- (b) A Secretary; or
- (c) A Public Officer,

is entitled to be indemnified out of the Property of the Company against:

- (d) Every liability incurred by the person in that capacity (except a liability for legal costs); and
- (e) All legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity,

unless:

- (f) The Company is forbidden by statute to indemnify the person against the liability or legal costs; or
- (g) An indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

15.2 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary or an executive officer of the Company against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) The Company is forbidden by statute to pay or agree to pay the premium; or
- (b) The contract would, if the Company paid the premium, be made void by statute.

15.3 Contract

The Company may enter into an agreement with a person referred to in Article 15.1 and Article 15.2 with respect to the matters covered by those Articles. An agreement entered into pursuant to this Article may include provisions relating to rights of access to the books of the Company conferred by the Act or otherwise by law.

16. AUDITOR

16.1 The Board must, if required by the Act:

- (a) Prepare and maintain accounts;
- (b) Appoint and maintain an auditor; and
- (c) Cause the accounts of the Company to be audited,

in each case, in accordance with the Act.

16.2 Subject to Article 16.1, the Company is not required to prepare accounts or have them audited.

17. MISCELLANEOUS

17.1 Insurance

The Company may effect and maintain insurance.

17.2 Source of funds

- (a) The funds of the Company are to be derived from rent, licence fees, annual membership fees, donations and, subject to any resolution passed by the Company in general meeting, such other sources as the Board determines.

- (b) All money received by the Company must be deposited as soon as practicable and without deduction to the credit of the Company's bank or other authorised deposit-taking institution account.
- (c) The Company must, as soon as practicable after receiving any money, issue an appropriate receipt.

17.3 Management of funds

- (a) The funds of the Company are to be used in pursuance of the Objects in such manner as the Board determines.
- (b) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by:
 - (i) Any 2 Directors;
 - (ii) Any 1 Director and the Secretary; or
 - (iii) 1 or more employees of the Company authorised to do so by a written resolution of the Board.

17.4 Common seal

- (a) The Company is not required to maintain a common seal, or execute documents with a common seal.
- (b) If the Company has or adopts a common seal:
 - (i) The common seal must be kept in the care of the Secretary; and
 - (ii) The seal must not be used or affixed to any deed or document except:
 - A. Pursuant to a resolution of the Board; and
 - B. In the presence of at least the Chair and one other Member of the Board.

17.5 Alterations to Constitution

- (a) Notice of all motions to alter, repeal or add to this Constitution must be given to members at least 21 days prior to the annual general meeting or the Extraordinary General Meeting called for such purpose.
- (b) Such motions, or any part thereof, are of no effect unless passed by a Special Resolution of the Company at the meeting and in accordance with the Act.

17.6 Custody of books and records

Except as otherwise provided by this Constitution, the Secretary must keep in his or her custody (or under his or her control) all records, books and other documents relating to the Company.

17.7 Inspection of books and records

- (a) The following documents must be open to inspection, free of charge, by any Member of the Company at any reasonable hour:
 - (i) This Constitution; and
 - (ii) Minutes of all Board meetings and general meetings of the Company.
- (b) A Member of the Company may obtain a copy of any of the documents referred to in Article 17.7(a) on payment of a fee of not more than \$1.00 for each page copied.

17.8 Service of notices

- (a) For the purpose of this Constitution, a notice may be served on or given to a person:
 - (i) By delivering it to the person personally;
 - (ii) By sending it by pre-paid post to the address of the person; or
 - (iii) By sending it by email or facsimile transmission (or some other form of electronic transmission) to an address specified by the person for giving or serving the notice.
- (b) For the purpose of this Constitution, a notice is taken, unless the contrary is proved, to have been given or served:
 - (i) In the case of a notice given or served personally, on the date on which it is received by the addressee;
 - (ii) In the case of a notice sent by pre-paid post:
 - A. Within Australia – 3 business days after posting; or
 - B. To a place outside of Australia – 7 business days after posting; and
 - (iii) In the case of a notice sent by email or facsimile transmission (or some other form of electronic transmission), on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

18. WINDING UP

18.1 Surplus Assets not to be distributed to Members

If, on the winding up or dissolution of the Company, there remains any money or Property after satisfying all debts and liabilities of the Company (**Surplus Assets**),

then those Surplus Assets must not be paid or distributed to any Member or former Member, unless that Member satisfies the criteria in Article 18.2.

18.2 Permitted distribution of Surplus Assets

The Surplus Assets must be distributed to another institution or institutions:

- (a) That have objects similar to, or inclusive of, the Objects; and
- (b) That have a Constitution which prohibits the distribution of its income and Property among its members to an extent at least as great as is imposed on the Company under Article 5 of this Constitution.

18.3 Decision to distribute Surplus Assets

The decision as to the distribution of the Surplus Assets in accordance with Article 18.2 must be made by way of:

- (a) A Special Resolution made the Members of the Company at or before the time of the Company's dissolution; or
- (b) If no such resolution is passed, then by a Judge or Registrar of the Supreme Court of the State or such other court of competent jurisdiction.

19. CONSISTENCY WITH ACT

If any provision within this Constitution is inconsistent with a mandatory law, regulation, rule or condition specified in the Act, then the provision of this Constitution is deemed to be amended or altered to the extent necessary (but only to that extent) so that it is or remains consistent with the mandatory law, regulation, rule or condition set out in the Act.

20. INTERPRETATION

20.1 In this Constitution, unless the context indicates a contrary intention:

- (a) A reference to a 'month' means a calendar month;
- (b) A reference to a function includes a reference to a power, authority and duty; and
- (c) A reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty.

20.2 Without limiting the foregoing:

- (a) Headings are for convenience only and do not affect interpretation;
- (b) The plural includes the singular and vice versa;
- (c) A reference to any gender includes every other gender;

- (d) If a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) A reference to an Article, Schedule or Annexure is a reference to an Article of, or a schedule or annexure to, this Constitution;
- (f) A reference to this Constitution includes a reference to any amendment, novation, variation, supplemental deed or replacement from time to time in existence;
- (g) A reference to a document (including this Constitution) is to the document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Constitution or that other document;
- (h) Reference to any statute, or any subordinate legislation or instrument includes all statutes, subordinate legislation or instruments amending, modifying, consolidating, re-writing, re-enacting or replacing them and a reference to a statute includes all subordinate legislation and instruments made under that statute;
- (i) A reference to dollars and \$ is to Australian currency;
- (j) A reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally; and
- (k) The meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions.

21. DICTIONARY

In this Constitution, unless the context clearly indicates otherwise, the following expressions have the meanings set out below:

- (a) **Act** means the *Corporations Act 2001* (Cth);
- (b) **Board** means the board of Directors of the Company, as constituted from time to time;
- (c) **Director** means a person holding office under this Constitution as a duly appointed director of the Company from time to time;
- (d) **Extraordinary General Meeting** means a general meeting of the Company other than an annual general meeting;
- (e) **Financial Year** means:
 - (i) The period of time commencing on the date of incorporation of the Company and ending on the following 30 June; and

- (ii) Each period of 12 months after the expiration of the previous Financial Year of the Company, commencing on 1 July and ending on the following 30 June;
- (f) **Guarantee Amount** means \$1.00;
- (g) **Non-voting Member** means a Member who does not have the right to vote at general meetings of the Company, and ‘**Non-voting Membership**’ has a corresponding meaning;
- (h) **Objects** means the Company’s objects set out in Schedule 1;
- (i) **Ordinary Resolution** means a resolution passed by persons who together hold more than 50% of the total voting rights that may be exercised in respect of that resolution;
- (j) **Property** includes any estate and any interest in any real, personal, movable or immovable property of any description and in any location, whether in possession or not, including (without limiting the generality hereof) policies of assurance or endowment, cash and choses in action;
- (k) **Public Officer** means the person appointed from time to time under Article 13.4;
- (l) **Secretary** means the person holding office under this Constitution as secretary of the Company from time to time;
- (m) **Special Resolution** means a vote passed by persons who together hold 75% or more of the total voting rights that may be exercised in respect of that resolution;
- (n) **State** means South Australia;
- (o) **Treasurer** means the person holding office under this Constitution as treasurer of the Company from time to time; and
- (p) **Voting Member** means a Member who has the right to vote at general meetings of the Company, and ‘**Voting Membership**’ has a corresponding meaning.

- END OF MAIN PROVISIONS -

Schedule 1

Objects of the Company

1. The Company is a not-for-profit entity established for the benefit of Ceduna by supporting, improving, promoting, fostering and assisting local community interests (the **Dominant Purpose**).
2. The Company will effect the Dominant Purpose by:
 - 2.1. Financially supporting:
 - (a) Charitable and benevolent activities;
 - (b) Improvements to and maintenance of public institutions and facilities;
 - (c) Recreational, sporting, educational, artistic, scientific and cultural events and activities,in, or for the benefit of the inhabitants of, Ceduna; and
 - 2.2. Owning, providing, improving and disposing of assets that the Company may hold from time to time, and applying the profits and reserves generated from those activities toward the Dominant Purpose.
3. The Company is empowered to undertake all other incidental activities required to effect the Dominant Purpose.
4. For the purposes of this Schedule, **Ceduna** means the township of Ceduna and the area of the District Council of Ceduna, located in South Australia.

- END OF SCHEDULE -

Schedule 2**Membership classes and membership fees**

Class	Eligibility, rights and obligations	Membership fee(s)
Voting Members	<p>Eligibility:</p> <p>Must ordinarily reside within the District Council of Ceduna.</p> <p>Must be at least 18 years of age.</p> <p>Must align with the Objects.</p> <p>Rights:</p> <p>Right to receive notice of any general meeting of the Company.</p> <p>Right to attend and vote at all general meetings of the Company.</p> <p>In addition to the right in Article 17.7(a), the right to inspect financial statements, Directors' reports and auditor's reports of the Company.</p> <p>Right to participate in hotel promotions and benefits offered for Members.</p> <p>Obligations:</p> <p>Payment of applicable membership fee(s).</p>	One-off non-refundable fee of \$40.00 plus GST.

Class	Eligibility, rights and obligations	Membership fee(s)
Social Members	<p>Eligibility:</p> <p>Must be at least 18 years of age.</p> <p>Must align with the Objects.</p> <p>Rights:</p> <p>Right to participate in hotel promotions and benefits offered for Members.</p> <p>Obligations:</p> <p>Payment of applicable membership fee(s).</p>	Annual non-refundable fee of \$5.00 plus GST, due and payable on 1 March in each calendar year or such other date as may be determined by the Board from time to time.

- END OF SCHEDULE -

Schedule 3

Application for membership

Ceduna Community Hotel Property Ltd (A.C.N. 626 807 823) ("the Company")

I,
[full name of applicant]

of
[address]

.....
[occupation]

hereby apply to become a:

Voting Member

Social Member

member of the Company.

In the event of my admission as a Voting Member/Social Member, I agree to be bound by the Constitution of the Company for the time being in force.

I consent to notices and other written material related to the Company to be served on me by:

E-mail Email Address:

Mail Postal Address:
.....
.....

Facsimile Fax No:

.....
Signature of applicant

.....
Date

- END OF SCHEDULE -

Schedule 4

Pro-forma proxy form

Meeting:

Place	
Date	
Time	

I/We, [insert name and address of member/members], am/are a member/members of CEDUNA COMMUNITY HOTEL PROPERTY LTD (A.C.N. 626 807 823). I/We appoint the following person/persons as my/our proxy/proxies to vote on my/our behalf at the specified meeting and any adjournment.

Name or office of proxy	Address

I/We appoint the following alternate person/persons to vote on my/our behalf at that meeting and any adjournment if a person/s I/we have appointed proxy is/are unable to act.

Name of proxy	Name of alternate	Address of alternate

[Include any instructions concerning voting in favour of or against particular resolutions]

Signed:
[Insert name of member appointing proxy]

- END OF SCHEDULE -