

CONSTITUTION
OF
AUSTRALIAN AMYLOIDOSIS NETWORK LIMITED

ACN: 655 903 058

A company limited by guarantee

Incorporated in Queensland

Certificate of Registration of a Company

This is to certify that

AUSTRALIAN AMYLOIDOSIS NETWORK LIMITED

Australian Company Number 655 903 058

is a registered company under the Corporations Act 2001 and
is taken to be registered in Queensland.

The company **is limited by guarantee.**

The company is a **public** company.

The day of commencement of registration is
the eighth day of December 2021.



ASIC

Australian Securities & Investments Commission

Issued by the
Australian Securities and Investments Commission
on this eighth day of December, 2021.

A handwritten signature in black ink, appearing to read 'J Longo'.

Joseph Longo
Chair

CERTIFICATE

PRELIMINARY

A. **Name**

The name of the Company is **Australian Amyloidosis Network Limited**.

B. **Type of company**

The Company is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a charity.

C. **Limitation of liability**

The liability of the members of the Company is limited by guarantee. The guarantee so given by each Guarantor is limited to the amount of \$10.

D. **Guarantee**

Each Guarantor must contribute an amount not more than the guarantee amount (\$10) to the property of the Company if the company is wound up while the Guarantor is a Guarantor, or within 12 months after they stop being a Guarantor, and this contribution is required to pay for the:

- (a) debts and liabilities of the Company incurred before the Guarantor stopped being a Guarantor;
- (b) costs of winding up; and
- (c) for the adjustment of the rights of contributors among themselves.

E. **Registered address**

The registered address of the Company is at such place as the Company may from time to time determine.

F. **Furtherance of Objects**

All profits and other income and property of the Company must be applied solely in furtherance of its objects and no portion may be paid directly or indirectly to the Members or Directors of the Company except as is otherwise provided for in this Constitution.

G. **Objects**

The objects of the Company are to pursue the following charitable purposes:

- (a) to provide training and education of medical professionals, patients and their carers regarding the diagnosis (including accurate sub-typing), treatment and management of amyloidosis of every type;
- (b) to undertake and promote research into the causes, diagnosis, treatments and management of amyloidosis and publishing the results of that research;
- (c) to advocate, in partnership with patients with amyloidosis and medical professionals, to ensure equitable access to the best possible treatments for all persons suffering amyloidosis of any type in Australia and for there to be a greater understanding of what it is like to live with amyloidosis; and
- (d) to enhance awareness and to promote the multi-disciplinary and collegiate management of the diagnosis and treatment of amyloidosis patients, including supportive care, to enhance the quality of life of patients of amyloidosis and related diseases.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Constitution, unless the context or subject matter otherwise requires:

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth);

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

Affiliate Member means a Member of the Company who has a purpose the same as or substantially similar to one of the Company's purposes as specified in Rule 3 and whose name appears in the Register as an Affiliate Member and having the rights and obligations pursuant to Rule 12 of this Constitution;

Annual General Meeting means a General Meeting convened in accordance with Rule 18;

ASIC means the Australian Securities and Investments Commission;

Board means the Directors of the Company from time to time elected and appointed pursuant to Rule 20.2;

Chair means the chair of the Board elected pursuant to Rule 22.5;

Company means Australian Amyloidosis Network Limited whose Members have adopted this Constitution;

Constitution means those rules for the operation of the Company set out in this Constitution, as amended from time to time;

Director means a person appointed to the Board from time to time pursuant to Rule 20.2;

Financial Year means each year as determined pursuant to Rule 35;

General Meeting means a meeting of the Guarantors;

Gift Fund means a public fund for the purposes of receiving gifts from the public to the Company and to be used for the promotion of the Company's Objects;

Guarantor means a Member of the Company whose name appears in the Register as a Guarantor and having the rights and obligations pursuant to Rule 12 of this Constitution and without limitation, the right to vote at General Meetings;

Member means any person who is a supporter of the Objects of the Company and who meets the criteria prescribed pursuant to Rule 12 and whose name appears in the Register as a Member of the Company but who is not thereby a Guarantor for the purposes of the Act and this Constitution unless, and only for so long as, the individual becomes a Guarantor in accordance with this Constitution;

Nominations Committee means the nominations committee established by the Board pursuant to Rule 26.8(a);

Notice Address means the last address for a person as recorded in the records of the Company and may include facsimile numbers or electronic mail addresses;

Objects mean the objects of the Company as specified in Rule 3;

Ordinary Resolution means a resolution passed by a simple majority of Guarantors;

Register means the Register of Members of the Company required to be kept by section 169 of the Act;

Related Body Corporate of a body corporate is a body corporate which is related to that body corporate within the meaning of the Act;

Rules means the provisions of this Constitution and **Rule** means any one of them;

Secretary means a company secretary and any assistant or acting company secretary and any other person appointed to perform, whether alone or in addition to any other person or persons, the duties of secretary of the Company appointed in accordance with the Act and Rule 29;

Special Resolution has the meaning assigned to that expression by section 9 of the Act;

Subordinate Regulations mean any code of conduct, rules, by-laws, regulations or standards issued from time to time by the Company under Rule 15 and **Subordinate Regulation** means any of them;

1.2 Interpretation

In the interpretation of this Constitution, unless the context or subject matter otherwise requires, references to:

- (a) singular includes plural and vice versa;
- (b) any gender includes every gender;
- (c) a person means a natural person;
- (d) writing includes printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible or electronic form, in English;
- (e) signature and signing includes due execution of a document by a person, corporation or other relevant entity and include signing by an agent or attorney or representative (if a body corporate);
- (f) months means calendar months;
- (g) statutes includes statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes;
- (h) sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
- (i) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Constitution;
- (j) any word or phrase which is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning;
- (k) each paragraph or sub-paragraph in a list is to be read independently from the others in the list;
- (l) a deed, agreement or document is to that deed, agreement or document as amended, novated, supplemented or replaced from time to time;

- (m) a party includes that party's executors, administrators, substitutes, successors and assigns;
- (n) sell or sold includes transfer, lease, assign, grant options and/or any other form of disposing of or creating an interest in the thing being considered and buy or purchase will be interpreted correspondingly;
- (o) where a person is entitled to vote or holds the right to vote on any matter by virtue of this Constitution, the person may vote by proxy or attorney; and
- (p) unless defined in Rule 1.1, a word or expression that is defined in the Act, or used in the Act and covering the same subject, has the same meaning in this Constitution.

1.3 Actions authorised under the Act

Subject to Rule 3, where the Act authorises or permits a company to do anything if authorised by its constitution, the Company is authorised or permitted to do that thing despite any other provision of this Constitution.

1.4 Reading this Constitution with the Act and ACNC Act

- (a) The replaceable rules set out in the Act do not apply to the Company.
- (b) While the Company is a registered charity, the ACNC Act and the Act override any Rules in this Constitution which are inconsistent with the ACNC Act and the Act but only to the extent of any inconsistency.
- (c) If the Company is not a registered charity (even if it remains a charity), the Act overrides any Rules in this Constitution which is inconsistent with the Act but only to the extent of any inconsistency.

1.5 No limit on exercise of powers

Subject to Rule 3, where the Company or the Directors or any other person is given a power, right or discretion pursuant to this Constitution:

- (d) the power, right or discretion may be exercised absolutely without restriction unless the power, right or discretion is expressly limited; and
- (e) any exercise of that power, right or discretion on any occasion will not restrict the further exercise of the power, right or discretion on any other occasion or at any time.

1.6 Communication of documents

For the purpose of this Constitution, email or facsimile communications of documents, minutes and other written communications signed by a Director or Directors shall be conclusive evidence of the signing of such documents.

2. EFFECT OF THE CONSTITUTION

This Constitution will have effect as a contract:

- (a) between the Company and each Member;
- (b) between the Company and each Director and Secretary; and
- (c) between a Member and each other Member,

under which each Member agrees to observe and perform the Rules so far as they apply to that Member.

3. OBJECTS

The objects of the Company are to pursue the following charitable purposes:

- (a) to provide training and education of medical professionals, patients and their carers regarding the diagnosis (including accurate sub-typing), treatment and management of amyloidosis of every type;
- (b) to undertake and promote research into the causes, diagnosis, treatments and management of amyloidosis and publishing the results of that research;
- (c) to advocate, in partnership with patients with amyloidosis and medical professionals, to ensure equitable access to the best possible treatments for all persons suffering amyloidosis of any type in Australia and for there to be a greater understanding of what it is like to live with amyloidosis; and
- (d) to enhance awareness and to promote the multi-disciplinary and collegiate management of the diagnosis and treatment of amyloidosis patients, including supportive care, to enhance the quality of life of patients of amyloidosis and related diseases.

4. PUBLIC COMPANY

The Company is registered as a public company limited by guarantee and accordingly:

- (a) the number of members of the Company must not be less than one;
- (b) the minimum number of directors that the Company must have at any time is three; and
- (c) the liability of Guarantors is limited.

5. POWERS

Subject to:

- (a) Rule 6;
- (b) the Objects of the Company being maintained; and
- (c) the Company retaining the status as a registered charity,

the Company may by Ordinary Resolution or Special Resolution as the Act requires, exercise any power which by the Act a company limited by guarantee may exercise. For the removal of doubt, the Guarantors must not pass an Ordinary Resolution or a Special Resolution that amends this Constitution if passing it causes the Company to no longer be a not-for-profit organisation and a registered charity.

6. CONTRIBUTION ON WINDING UP

- (a) In the event of the winding up of the Company, every Guarantor of the Company undertakes to contribute to the property of the Company the amount which is agreed to be paid by each Guarantor as specified in Rule 6(c), to be applied:
 - (i) to payment of the debts and liabilities of the Company contracted before ceasing to be a Guarantor; and
 - (ii) to the costs, charges and expenses of winding up; and
 - (iii) for the adjustment of the rights of the contributors among themselves.

- (b) The liability of each Guarantor under Rule 6(a) will terminate on the day which is one year after the date on which the Guarantor's membership of the Company ceases.
- (c) Until otherwise determined, the amount to be contributed by each Guarantor under this Rule 6 will be \$10.

7. PROMOTION OF OBJECTS

7.1 Benefit the Company

The income and property of the Company must be applied solely for the benefit and promotion of the Company's Objects and no part of the income or property will be:

- (a) paid or transferred directly or indirectly by way of dividends, bonus or otherwise to the Members; or
- (b) paid to Directors as fees or other remuneration or other benefit in money or money's worth.

7.2 Exception

Nothing in this Rule 7 precludes:

- (a) payment in good faith of reasonable and appropriate remuneration to any Director, officer or servant of the Company or to any Member in return for any services rendered to the Company;
- (b) the payment of interest at a rate not exceeding the rate charged by the Company's bankers on overdrawn accounts on any money lent to the Company by any Member, Director or officer;
- (c) benefits and/or payments to officers, suppliers, and associates of the Company that do not exceed what is reasonable and appropriate;
- (d) in the case of any Director who is engaged by the Company as an executive director, consultant or servant, any reasonable and proper remuneration for services provided to the Company;
- (e) the repayment of reasonable out-of-pocket expenses, properly incurred by any Director; or
- (f) payment of a reasonable rental for premises demised or let by any Member to the Company.

7.3 Boards' prior approval

Any payment authorised pursuant to Rule 7.2 may be made only with the prior written approval of the Board.

8. DEDUCTIBLE GIFT RECIPIENT

If the endorsement of the Company as a deductible gift recipient is revoked or the Company's gift fund is dissolved, the following will be transferred to another registered charity to which tax-deductible gifts can be made:

- (a) gifts of money or property for the principal purpose of the Company;
- (b) contributions made in relation to an eligible fundraising event held for the principal purpose of the Company;
- (c) money received by the Company because of such gifts and contributions.

9. GIFT FUND

9.1 Maintain gift fund

If the Company is required by law to establish and maintain a Gift Fund, the Company must maintain a Gift Fund for the purposes of receiving gifts from the public to the Company and to be used for the promotion of the Company's Objects. The Gift Fund will be named or styled in a way determined by the Board.

9.2 Use of Gift Fund

The Company must ensure that:

- (a) the Gift Fund does not contain any property other than as described in Rule 9.1;
- (b) all gifts of money or property received by the Company into the Gift Fund will be used only for the promotion of the Company's Objects;
- (c) no part of the income and property of the Gift Fund is paid, transferred or distributed, directly or indirectly, by way of dividend, bonus, fee or otherwise to any of the Members or Directors other than for the repayment of reasonable out-of-pocket expenses, properly incurred on behalf of the Gift Fund or proper administrative services performed in relation to the Gift Fund;
- (d) receipts for donations of property to the Gift Fund are issued in the name of the Gift Fund and showing the name and Australian Business Number of the Company.

9.3 Records and financial statements

- (a) All gifts of money or property received by the Company must be accounted for separately.
- (b) The Company must keep and maintain proper books of accounts and records in accordance with generally accepted accounting standards relating to all receipts and outgoings of the Gift Fund.

9.4 Winding up

If the Gift Fund is wound up or if the endorsement, if any, of the Company as a deductible gift recipient is revoked, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it must be transferred to a fund, authority or institution to which income tax deductible gifts can be made.

10. WINDING UP OR DISSOLUTION

In the event of the Company being dissolved, the amount that remains after such dissolution and the satisfaction of all debts and liabilities shall be transferred to another organisation with purposes similar to the Company's Objects, that is charitable at law, and which is not carried on for the profit or gain of its individual members.

11. AMENDING THE CONSTITUTION

11.1 Subject to Rule 11.2, the Guarantors may amend this Constitution by passing a Special Resolution.

11.2 The Guarantors must not pass a Special Resolution that amends this Constitution if passing it causes the Company to no longer be a charity.

12. MEMBERSHIP

12.1 Members

The Members will be made up of:

- (a) the subscribers to these Rules; and
- (b) any other persons that the Board admits to membership in accordance with the Rules.

12.2 Classes of membership

- (a) The membership of the Company may be divided into classes of membership at the determination of the Board.
- (b) Where the membership of the Company has been divided into classes, the Board will determine the initial rights and duties of each class of Members, including, but not limited to, the voting rights of the Members in each class, and of the Members of each class.
- (c) Until determined otherwise by the Board, membership of the Company will include the following specific classes:
 - (i) Guarantors having the rights referred to in Rule 12.10 and the right to vote at General Meetings; and
 - (ii) Affiliate Members having the rights referred to in Rule 12.10 and such other rights as the Board determines from time to time.
- (d) Until determined otherwise by the Board, the subscribers to these Rules will be the initial Members and Guarantors of the Company.
- (e) For the removal of doubt, Guarantors must only be natural persons (individuals) and not corporations or other types of legal entities.

12.3 Eligibility and application for membership

- (a) Any person will be eligible for membership of the Company if they meet the criteria set by the Board from time to time and comply with the procedure established by the Board from time to time.
- (b) The criteria and process may require a person to pay an application fee to the Company when applying for membership of the Company. The Board may at any time and as many times as it decides, change the application fee payable. Until the Board otherwise determines, no application fee is payable.
- (c) In all cases, a person applying for membership of the Company must agree in writing to comply with the Constitution while a Member.

12.4 Determination of Board

- (a) The Board will determine the outcome of each membership application within a reasonable time after receipt.
- (b) The Board may approve or reject any applicant for membership in the Board's absolute discretion.
- (c) The Board is not required to give or assign any reason or explanation for the approval or rejection of any application for membership.

12.5 Notification of determination

- (a) When an application for membership has been accepted, the Secretary will send to the applicant written notice of the acceptance and will enter the applicant's name in the Register. Other than subscribers to these Rules, a person becomes a Member when their name is entered in the Register.
- (b) When an application for membership is rejected, the Secretary will send to the applicant written notice of the rejection. The Company is not required to refund the application fee (if any).

12.6 Certificates

A certificate of membership may be issued by the Company to any Member. Any certificate issued will remain the property of the Company and must be returned to the Company on written demand by the Secretary.

12.7 Classification of Member

Upon becoming registered as a Member, the applicant does not automatically become a Guarantor merely due to the applicant becoming a Member.

12.8 Membership is not transferable

Membership of the Company is personal and is not transferable by operation of law or otherwise. All rights and privileges of membership of the Company will cease immediately upon a person ceasing to be a Member for any reason.

12.9 Term of membership

The status as a Member is granted for a period of one Financial Year and expires upon the conclusion of the Company's first full Financial Year following that person being granted Member status (**Term**). Member status is automatically renewed for a further Term on expiry of the previous Term if the criteria established by the Board as at the last day of the previous Term continues to be met by the person.

12.10 Members' rights

Members have the following rights:

- (a) to participate in seminars, events and other community activities of the Company that the Board determines are open to Members and on terms as determined by the Board;
- (b) to receive relevant Company publications and such other services of the Company as the Board decides from time to time, and
- (c) to, at no expense to the Company, attend an Annual General Meeting of the Company at which the Company, through the Chair, will provide a report on the work of the Company but only Guarantors will have the right to vote at General Meetings.

13. FEES AND LEVIES

13.1 Fees

Members must pay annual membership fees and other fees in the amounts and at the times determined by the Board from time to time.

13.2 Levies

In order to provide additional funds required for the operation of the Company, the Board may determine that levies are to be paid by Members and may fix the amount and the dates for payment of them. Until determined by the Board, no levies will be payable by Members.

13.3 Different fees or levies payable

In determining fees or levies under this Rule, the Board may differentiate between classes of Members as to the amounts and timing of fees or levies payable.

14. VARYING MEMBERS' RIGHTS

- (a) If the membership of the Company is divided into different classes of Members, the rights attached to any class of membership may be varied with the written consent of 75% of the Members in that class or with the sanction of a Special Resolution passed at a meeting of the Members of that class.
- (b) The right to vary membership rights in Rule 14(a) may be exercised unless otherwise provided by the terms of acceptance of the Members of that class and whether or not the Company is being wound up.

15. BY-LAWS, CODE OF CONDUCT ETC.

- (a) The Board may at any time and from time to time issue and/or impose a code of conduct, rules and/or any other by-laws, regulations or standards for the Company which may deal with any matter within the power of the Board including (without limitation):
 - (i) the admission and/or disqualification or termination of Members;
 - (ii) any fees and levies payable by Members;
 - (iii) conditions of Membership;
 - (iv) availability of services or facilities of the Company and/or access to them by Members;
 - (v) the rights attaching to Membership;
 - (vi) the conditions for the use or licence of any trade or other mark or property of the Company; and/or
 - (vii) qualifications required for Membership.
- (b) The Board may at any time and from time to time without notice:
 - (i) vary, amend, suspend, revoke or otherwise change any Subordinate Regulation;
 - (ii) make new Subordinate Regulations,and the Subordinate Regulations for the time being in force will be binding on all Members. The Board may distinguish between Members in the application or enforcement of any Subordinate Regulation without giving reasons and without being liable for any loss occasioned by doing so.
- (c) In the event of any inconsistency or conflict between these Rules and any Subordinate Regulation, these Rules will prevail to the extent of any inconsistency or conflict.

16. CESSATION OF MEMBERSHIP

16.1 Non-payment of fees or levies

- (a) If any fees or levies payable by a Member remain unpaid for a period, determined by the Board, after the due date for payment, the Board may by resolution suspend the Member's rights and privileges (including the right to vote (if any)) or terminate the Member's membership of the Company. The Board may reinstate the Member on payment of all arrears if the Board thinks fit to do so.

- (b) Until otherwise determined by the Board, the period during which the Member's fees or levies must remain unpaid under Rule 16.1(a) will be two calendar months.

16.2 Cessation of membership

A Member's membership of the Company will cease immediately:

- (a) if the Member resigns or surrenders that membership by written notice to the Secretary;
- (b) if the Member's membership is terminated under these Rules;
- (c) if the Member:
 - (i) dies;
 - (ii) is found to be of unsound mind;
 - (iii) has his or her personal estate administered or it becomes liable to be dealt with in any way under the law relating to mental health;
 - (iv) commits an act of bankruptcy;
 - (v) is declared bankrupt; or
 - (vi) makes any arrangement or enters into a composition with creditors generally; or
- (d) if, within three months of the Secretary sending them a written request, the Member has not confirmed in writing to the Secretary that they want to remain a Member.

16.3 Continuing rights, liabilities etc

The termination of a Member's membership will not prejudice, lessen or affect the rights, duties, liabilities and obligations of the Member whether they:

- (a) arise under these Rules or otherwise; or
- (b) exist at the date of the termination or arise or crystallise after that date,

and in particular, (but without limitation) that termination will not relieve a Member from any obligation to record or account for or pay any levies or fees referred to in these Rules.

16.4 Disciplining Members

- (a) In accordance with this Rule 16.4, the Board may resolve to warn, suspend or expel (terminate the Member's membership with the Company) a Member from the Company if the Board considers that:
 - (i) the Member has breached this Constitution; or
 - (ii) the Member's behaviour is causing, has caused, or is likely to cause harm to the Company.
- (b) At least 14 days before the Board meeting at which a resolution pursuant to Rule 16.4(a) will be considered, the Secretary must notify the relevant Member in writing:
 - (i) that the Board is considering a resolution to warn, suspend or expel the Member;
 - (ii) that this resolution will be considered at a Board meeting and the date of that meeting;
 - (iii) the allegation against the Member including what the Member is said to have done or not done;

- (iv) the nature of the resolution that has been proposed; and
 - (v) that the Member may provide an explanation to the Board, and details of how to do so.
- (c) Before the Board passes any resolution pursuant to Rule 16.4(a), the relevant Member must be given a chance to explain or defend themselves by:
- (i) sending the Board a written explanation before that Board meeting; and/or
 - (ii) speaking at the Board meeting.
- (d) After considering any explanation given to the Board pursuant to Rule 16.4(c), the Board may:
- (i) take no further action;
 - (ii) warn the relevant Member;
 - (iii) suspend the rights of the relevant Member as a Member (including of any class of Membership) for a period of no more than 12 months from the date of the Board meeting where the resolution is passed;
 - (iv) terminate the Member's membership with the Company and expel the relevant Member from the Company;
 - (v) refer the decision to an unbiased, independent person on conditions that the Board considers appropriate (however, that person can only make a decision that the Board could have made under this Rule 16.4); or
 - (vi) require the matter to be determined at a General Meeting.
- (e) The Board cannot fine the relevant Member.
- (f) The Secretary must give written notice to the relevant Member of the decision made pursuant to Rule 16.4(d) as soon as possible.
- (g) Disciplinary procedures must be completed as soon as reasonably practical.
- (h) There will be no liability for any loss or injury suffered by the relevant Member as a result of any decision made in good faith pursuant to this Rule 16.4.

17. GENERAL MEETINGS

17.1 Director may convene

Any Director may convene a General Meeting whenever that Director decides. A Director may cancel any meeting convened by that Director.

17.2 Board convening a General Meeting at the request of Guarantors

- (a) The Board must call and arrange to hold a General Meeting on the request of any Guarantor/s holding at least 5% of the votes that may be cast at a General Meeting.
- (b) The percentage of votes that Guarantors have (in Rule 17.2(a)) is to be worked out as at midnight before the Guarantor/s request the General Meeting.
- (c) If the Board does not call the General Meeting within twenty-one days of being requested under Rule 17.2(a), 50% or more of the Guarantors who made the request may call and arrange to hold a General Meeting.
- (d) To call and hold a General Meeting under Rule 17.2(c), the Guarantors must:

- (i) as far as possible, follow the procedures for General Meetings set out in this Constitution;
 - (ii) call the General Meeting using the list of Guarantors on the Register, which the Company must provide to the Guarantors making the request at no cost, and
 - (iii) hold the General Meeting within three months after the request was given to the Company.
- (e) The Company must pay the Guarantors who request the General Meeting any reasonable expenses they incur because the Directors did not call and hold the General Meeting.

17.3 Form of Guarantors' request

The request from the Guarantors must:

- (a) state any resolution to be proposed at the General Meeting;
- (b) be signed by the Guarantors making the request; and
- (c) be given to the Company.

17.4 Board refusal to convene

The Board may refuse to convene the General Meeting if the voting on the proposed resolution is not within the power of the Guarantors.

17.5 Guarantors may convene

Two or more Guarantors holding, between them, at least 5% of the votes that may be cast at a General Meeting, may call and arrange to hold a General Meeting. The Guarantors calling the General Meeting must pay the expenses of calling and holding the General Meeting.

17.6 Notice of General Meeting

- (a) A General Meeting may only be convened by giving the Guarantors and the Directors written notice of the General Meeting.
- (b) A notice of General Meeting does not need to be given to Members who are not entitled to notice of General Meetings.
- (c) A notice of a General Meeting must:
 - (i) be given at least twenty-one days before the date of the General Meeting unless otherwise agreed by all the Guarantors entitled to notice; and
 - (ii) specify the place, the day and the time of the General Meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this); and
 - (iii) describe the nature of the business to be transacted at the General Meeting; and
 - (iv) if applicable, that a Special Resolution is to be proposed and the words of the proposed resolution; and
 - (v) contain any other information required by the Act.
- (d) The Board may postpone a General Meeting or change the venue for the General Meeting by giving written notice to all Guarantors who received the original notice of General Meeting at least forty-eight hours before the appointed time. That notice must specify the time and place for the postponed General Meeting or the new venue for the General Meeting.

- (e) If a Guarantor does not receive a meeting notice or the Board accidentally omits to give the Guarantor a meeting notice, that omission will not invalidate the proceedings or any resolution passed at the General Meeting.
- (f) No business is to be transacted at any General Meeting except that contained in the General Meeting notice unless all the Guarantors agree otherwise.

17.7 Using technology to hold meetings

- (a) The Company may hold a General Meeting at two or more venues using any technology that gives the Guarantors as a whole a reasonable opportunity to participate, including to hear and be heard including by telephone or other electronic means whereby the person or persons attending may participate by being apprised (either orally or in writing) of the discussions of the meeting, communicate to other attendees, and vote on any decision of the meeting.
- (b) Anyone using this technology is taken to be present in person at the General Meeting and may be counted in any calculation of a quorum.

17.8 Guarantors' resolutions and statements

- (a) Guarantors with at least 5% of the votes that may be cast on a resolution may give:
 - (i) written notice to the Company of a resolution they propose to move at a General Meeting (**Members' Resolution**), and/or
 - (ii) a written request to the Company that the Company give all of its Guarantors a statement about a proposed resolution or any other matter that may properly be considered at a General Meeting (**Members' Statement**).
- (b) A notice of a Members' Resolution must set out the wording of the proposed resolution and be signed by the Guarantors proposing the resolution.
- (c) A request to distribute a Members' Statement must set out the statement to be distributed and be signed by the Guarantors making the request.
- (d) Separate copies of a document setting out the notice or request may be signed by Guarantors if the wording is the same in each copy.
- (e) The percentage of votes that Guarantors have (as described in Rule 17.8(a)) is to be worked out as at midnight before the request or notice is given to the Company.
- (f) If the Company has been given notice of a Members' Resolution pursuant to Rule 17.8(a)(i), the resolution must be considered at the next General Meeting held more than two months after the notice is given.
- (g) This Rule 17.8 does not limit any other right that a Guarantor has to propose a resolution at a General Meeting.

17.9 Quorum

- (a) Business must not be transacted at a General Meeting if a quorum of Guarantors is not present when the meeting proceeds to business.
- (b) A quorum will be:
 - (i) if the Company has only one Guarantor entitled to receive notice of and vote at the meeting, that Guarantor; or
 - (ii) in every other case, the greater of:
 - (A) five Guarantors; and

- (B) 25% of the total number of Guarantors as at midnight before the meeting is held,

who are entitled to receive notice of and vote at the meeting.

- (c) A quorum of Guarantors must be present throughout each General Meeting. If a quorum is not present at any time the meeting is not validly convened but without affecting the validity of any business conducted before the absence of a quorum occurs.

17.10 Determining a quorum

In determining whether a quorum is present, a person attending as a proxy or attorney, is deemed to be a Guarantor.

17.11 Procedure where no quorum

- (a) If a quorum is not present within thirty minutes after the time appointed for the General Meeting:
 - (i) where the meeting was convened upon the requisition of Guarantors, the meeting will be dissolved; or
 - (ii) in any other case, the meeting will be adjourned.
- (b) Any adjourned General Meeting will be rescheduled to take place on a day and time and at the place that the Board decides.
- (c) If no decision is made by the Board, the General Meeting will take place on the same day and at the same time and place as originally notified, but in the next succeeding week.
- (d) If at the rescheduled General Meeting a quorum is not present within thirty minutes after the appointed time, then the meeting will be dissolved unless it is adjourned under Rule 17.14.

17.12 Election of chair

- (a) The Chair is entitled to chair every General Meeting.
- (b) Where a General Meeting is held and:
 - (i) a Chair has not been elected;
 - (ii) the Chair is not present within 15 minutes after the appointed starting time for the meeting; or
 - (iii) the Chair is present but is unwilling to act,the Guarantors present and entitled to vote at a General Meeting may elect a Director or a Guarantor to be chair of the meeting.

17.13 Role of chair

- (a) The chair is responsible for the conduct of the General Meeting, and for this purpose must give Guarantors a reasonable opportunity to make comments and ask questions (including to the auditor (if any)).
- (b) The chair has a casting vote in addition to any vote the chair has as a Guarantor (if any).

17.14 Adjournment of General Meeting

- (a) The chair may adjourn any General Meeting.
- (b) An adjournment of a General Meeting must only be made:

- (i) if a majority of Guarantors direct provided a quorum is present; or
 - (ii) in the case of an adjournment under Rule 17.11(d), with the consent of Guarantors present and entitled to vote; or
 - (iii) if directed by the meeting to do so.
- (c) Any adjournment may change the time or the venue for the General Meeting.
- (d) Only business left unfinished from the meeting adjourned must be transacted at any rescheduled General Meeting.

17.15 Adjournment of thirty days

If a General Meeting is to be adjourned for thirty days or more, notice of the adjourned General Meeting must be given as if it was an original General Meeting.

17.16 Adjournment of less than thirty days

A notice of General Meeting is not required to be given for an adjourned General Meeting where the adjournment is for less than thirty days.

17.17 Show of hands or poll

Any vote taken at a General Meeting is decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) the chair; or
- (b) at least five Guarantors present in person or by proxy or attorney; or
- (c) Guarantors with at least 5% of the votes that may be cast on the resolution on a poll, present in person or by proxy or attorney.

17.18 Declaration on show of hands

If a poll is not demanded, the chair's declaration that a resolution has been carried or lost with an entry to that effect in the minute book is conclusive evidence of that fact. It is not necessary to record the number or proportion of votes recorded for or against the resolution.

17.19 Withdraw poll

The demand for a poll may be withdrawn at any time.

17.20 Demand for poll

A poll will be taken immediately if one is demanded or at any other time after an interval or adjournment or otherwise as the chair decides. The result of the poll will be recorded as the resolution of the General Meeting at which the poll was demanded.

17.21 Poll for chair

Any poll demanded on the election of a chair or on a question of adjournment must be taken immediately.

17.22 Voting

At General Meetings:

- (a) each Guarantor entitled to vote may vote in person or by proxy or attorney; and

- (b) on a show of hands, every Guarantor present in person or by proxy or attorney has one vote, and on a poll every Guarantor present in person or by proxy or attorney has one vote.

17.23 Guarantors not to vote unless fully paid

A Guarantor (whether in person or by proxy or attorney) is only entitled to vote at a General Meeting if all fees and levies and other amounts presently payable by the Guarantor have been paid.

17.24 Objection to qualification of Guarantor

Any objection to the qualification of a person to vote must be made at the same meeting at which that person's vote is tendered. Any objection must be referred to the chair of the meeting whose decision is final and:

- (a) any vote approved will be valid for all purposes; or
- (b) any vote disallowed will be invalid and must be disregarded.

17.25 Voting at General Meetings

Only Guarantors are entitled to vote at a General Meeting whether in person or by proxy or attorney.

17.26 Rights of third parties to attend General Meetings

Even if they are not Guarantors of the Company, the following persons have the right to attend any General Meeting and, if requested by the Board, to speak at the general meeting:

- (a) any Director; and
- (b) any Secretary of the Company; and
- (c) any other person invited by the Board.

17.27 Minutes and records

- (a) The Board must ensure that, within one month, proper minutes are made and kept of:
 - (i) the attendance at and all proceedings and resolutions of General Meetings;
 - (ii) circular resolutions of Guarantors; and
 - (iii) all appointments of officers.
- (b) The Board must ensure that minutes of a General Meeting (including the passing of a circular resolution of the Guarantors) are signed within a reasonable time after the meeting by:
 - (i) the chair of the meeting, or
 - (ii) the chair of the next meeting.

and the minutes so signed will be conclusive evidence of the matters recorded in them without any further proof.

- (c) The Board must ensure that records are kept of:
 - (i) a copy of a notice of each General Meeting;
 - (ii) a copy of a Members' Resolution pursuant to Rule 17.8(a)(i); and
 - (iii) a copy of a Members' Statement distributed to Guarantors pursuant to Rule 17.8(a)(ii).

18. ANNUAL GENERAL MEETING

- (a) An Annual General Meeting must be held within five months after the end of each Financial Year.
- (b) Even if these items are not set out in the notice of meeting, the business of an Annual General Meeting may include:
 - (i) a review of the Company's activities;
 - (ii) a review of the Company's finances;
 - (iii) any auditor's report; and
 - (iv) the appointment and payment of auditors, if any.
- (c) Before or at the Annual General Meeting, the Board must give information to the Guarantors on the Company's activities and finances during the period since the last Annual General Meeting.
- (d) The chair of the Annual General Meeting must give Guarantors as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the Company.
- (e) Members have the right to attend an Annual General Meeting of the Company, at no expense to the Company. Only Guarantors have the right to speak and to vote at the Annual General Meeting. Members who are not Guarantors have no right to speak or to vote at the Annual General Meeting.

19. RULES FOR VOTING BY PROXY

19.1 Proxies

- (a) A Guarantor who is entitled to attend and cast a vote at a General Meeting may appoint a person as the Guarantor's proxy to attend and vote for the Guarantor at the meeting and in that case:
 - (i) the appointment may specify the proportional number of votes that the proxy may exercise;
 - (ii) if the Guarantor is entitled to cast two or more votes at the meeting, they may appoint two proxies. If the Guarantor appoints two proxies and the appointment does not specify the proportion or number of the Guarantor's votes each proxy may exercise, each proxy may exercise half of the votes;
 - (iii) an appointment of a proxy may be revoked at any time before the vote to which the proxy relates is exercised by written notice delivered to the Secretary; and
 - (iv) any fractions of votes resulting from the application of Rules 19.1(a)(i) or 19.1(a)(ii) must be disregarded.

19.2 Attorneys

Any Guarantor may, by power of attorney, appoint an attorney to act on the Guarantor's behalf at all or any meetings of the Company. The power of attorney or a copy of it, verified in a manner satisfactory to the Board, must be produced for inspection at the registered office or any other place specified for that purpose in the notice convening the meeting with evidence of proper execution as the Board requires, not less than forty-eight hours before the meeting.

19.3 Proxy or attorney need not be a Guarantor

A proxy or attorney for a Guarantor need not themselves be a Guarantor (or Member) of the Company.

19.4 Proxy in writing

An instrument appointing a proxy must be in writing and signed by:

- (a) the appointor; or
- (b) the appointor's attorney.

19.5 How the proxy is to vote

If the document appointing a proxy specifies how the proxy is to vote in relation to a resolution, the proxy must vote as specified in the document. Any vote tendered otherwise is invalid and must be disregarded.

19.6 Authority for a poll

A document appointing a proxy confers the authority to demand a poll.

19.7 Form of proxy

The appointment of a proxy must be substantially in the form in Schedule 1.

19.8 Delivery of proxy before meeting

- (a) The appointment of a proxy is not valid unless the appointment document and a certified copy of any power of attorney or other authority under which that document is signed is delivered to the Company.
- (b) The relevant documents must be delivered, not less than 48 hours before the appointed meeting time.
- (c) The relevant documents must be delivered to the Company's registered office or to any other place in Australia specified in the notice convening the meeting.

19.9 Validity of proxy vote

A vote tendered in accordance with a proxy or a power of attorney is valid even if:

- (a) the appointor or principal dies or becomes mentally incapacitated;
- (b) the proxy or power of attorney is revoked in any way,

but only if the Company had no written notice of any defect before any authority is exercised.

19.10 Limits on proxy and attorney

Neither a proxy nor an attorney has the authority to speak and vote for a Guarantor at a meeting while the Guarantor is at the meeting.

19.11 Instrument not valid

An instrument appointing a proxy will not be valid after the expiration of twelve months from the date of its execution.

20. APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS

20.1 Number of Directors

The Company must have at least five and no more than nine directors. The Company may by Ordinary Resolution passed at a General Meeting increase or reduce the number of directors but must not reduce the minimum number of directors below five.

20.2 Appointment of Directors

- (a) The initial Directors are the people who have agreed to act as directors and who are named as proposed directors in the application for registration of the Company.
- (b) Apart from the initial Directors, a director may only be appointed by a resolution passed by a simple majority of the Board.
- (c) The Board may not appoint a person as a director if that person is not eligible to be appointed as a director pursuant to Rule 20.4.

20.3 Term of office

- (a) Subject to Rule 20.3(b) and 20.3(c), one-third of the Directors must retire at the earlier of:
 - (i) the third Annual General Meeting following his / her appointment, and
 - (ii) the date specified by the Board at the time of his / her appointment.

If the number of Directors required to retire at a particular time pursuant to this rule 20.3(a) is not a multiple of three, then the number nearest to one-third, must retire from office. The Directors to retire at an Annual General Meeting or on the date referred to in Rule 20.3(a)(ii) (if more than one-third of Directors have the same termination date) are those who have been longest in office since their election. As between persons who became Directors on the same date, the Directors to retire will be determined by lot.

- (b) A person who has served as a Director for nine consecutive years must resign at the Annual General Meeting following the end of their ninth consecutive year as a Director and may not be appointed as a Director for a period of two years after this date.
- (c) Subject to Rule 20.3(b), if a Director is appointed as the Chair and the current term of that person as a Director is less than the current term of that person as a Chair, that Director's term is automatically extended to the expiry of their term as the Chair.

20.4 Qualifications

To be eligible to be appointed as a director a person must:

- (a) be a Member pursuant to Rule 12;
- (b) meet the criteria for appointment as a director specified in any policy of the Board from time to time;
- (c) meet the criteria for becoming a Guarantor as specified in any policy of the Board from time to time;
- (d) agree to immediately become a Guarantor if elected as a director;
- (e) be legally eligible to be a director of the Company;
- (f) give the Company their signed consent to act as a director of the Company and otherwise comply with the requirements of the Act for the appointment as a director of the Company;

- (g) not currently be receiving financial benefit from the Company or any Related Body Corporate of the Company; and
- (h) have been nominated for the position as a director by the Nominations Committee.

20.5 Removal of Director

- (a) The Board may remove any Director.
- (b) The removal of a Director must be effected by a resolution passed by a simple majority of the Board.

20.6 Vacancies

- (a) The office of a director becomes vacant if:
 - (i) required by the Act;
 - (ii) the Director is removed under these Rules;
 - (iii) the Director dies or becomes mentally incapacitated or the Director's estate is liable to be dealt with under a law relating to mental health;
 - (iv) the Director becomes bankrupt or makes any arrangement or composition with creditors;
 - (v) the Director resigns or ceases to be a Member;
 - (vi) the Director resigns or ceases to be a Guarantor;
 - (vii) the Director is absent from three consecutive Board meetings without notice to, and the consent of, the Board; or
 - (viii) the Director holds any other office of profit under the Company without the consent of the Company in General Meeting.
- (b) If the resignation or removal of a director causes a vacancy on the Board, the Board will determine whether to fill the position depending on:
 - (i) current Board workload; and
 - (ii) requirements under this Constitution to meet quorum numbers.

The continuing Directors may act notwithstanding any vacancy on the Board.

- (c) If the number of Directors is reduced to fewer than five or is less than the number required for a quorum, the continuing Directors may act for the purpose of increasing the number of Directors to five (or higher if required for a quorum) or calling a Board meeting, but for no other purpose.

20.7 Director's expenses

- (a) A Director will not be entitled to receive any remuneration for acting as a director of the Company.
- (b) The Directors will be entitled to be reimbursed all travelling and other expenses properly incurred by them:
 - (i) in attending meetings of the Board or any committee of the Directors;
 - (ii) in attending General Meetings; or

- (iii) in connection with the Company's business.

21. POWERS AND DUTIES OF DIRECTORS

21.1 Directors manage the business

- (a) Subject to the Act and to these Rules, the activities of the Company will be managed and directed by the Directors.
- (b) The Directors are entitled to pay or reimburse all expenses incurred in promoting and forming the Company.
- (c) The Directors may exercise all powers of the Company except where those powers must be exercised by the Company in General Meeting under the Act or these Rules.

21.2 All powers of Company

Without limiting Rule 21.1, the Directors may exercise all the powers of the Company to:

- (a) borrow money;
- (b) charge any property or business of the Company or all or any of its uncalled capital;
- (c) issue debentures; or
- (d) give any other security for a debt, liability or obligation of the Company or of any other person.

21.3 Appointment of attorney

- (a) The Directors may appoint any person or persons under a power of attorney to be the attorney or attorneys of the Company.
- (b) The appointment may be:
 - (i) for any purpose; or
 - (ii) in relation to any of the Directors' powers, authorities and discretions; or
 - (iii) for any period; and/or
 - (iv) subject to any conditions as the Directors decide.

21.4 Provisions of power of attorney

Any power of attorney may contain provisions for the protection and convenience of persons dealing with the attorney as the Directors decide and may authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

21.5 Delegation of Directors' powers

- (a) The Directors may delegate any of their powers and functions to a committee, a Director, an employee of the Company or any other person, as they consider appropriate.
- (b) The delegation must be recorded in the Company's minute book.

21.6 Cheques and promissory notes

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed:

- (a) by any two Directors; or
- (b) in any other manner as the Directors decide.

21.7 Duties of Directors

- (a) The Directors must comply with their duties as directors under legislation including the governance standards in the regulations made under the ACNC Act and the common law including:
 - (i) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the Company;
 - (ii) to act in good faith in the best interests of the Company and to further the charitable purposes of the Company set out in Rule 3;
 - (iii) not to misuse their position as a director;
 - (iv) not to misuse information they gain in their role as a director;
 - (v) to disclose any perceived or actual material conflicts of interest in the manner set out in Rule 24;
 - (vi) to ensure that the financial affairs of the Company are managed responsibly; and
 - (vii) not to allow the Company to operate while it is insolvent.

22. PROCEEDINGS OF DIRECTORS

22.1 Use of technology

- (a) Any Board meeting may be conducted at more than one venue by using any technology that gives each Director a reasonable opportunity to participate in the meeting and permits each Director present to hear and be heard by each other Director present including by telephone or other electronic means whereby the Director attending may participate by being appraised (either orally or in writing) of the discussions of the meeting, communicate to other attendees, and vote on any decision of the meeting.
- (b) Any Director using this technology is taken to be present in person at the Board meeting and may be counted in any calculation of a quorum.
- (c) For the purpose of this Constitution, the contemporaneous linking together by telephone, radio, closed circuit television or other electronic means or audio-visual communication or other means of communication of a number of Directors not less than the quorum, whether or not any one or more of the Directors is out of the Commonwealth of Australia will be deemed to constitute a Board meeting and all the provisions in the Constitution as to Board meetings will apply to such meetings as long as the following conditions are met:
 - (i) All the Directors for the time being entitled to receive notice of a Board meeting may receive notice of such a meeting by telephone or other means of communication and be linked by telephone or such other means for the purposes of such meeting;
 - (ii) Each of the Directors taking part in the meeting by telephone or other means of communication must be able to hear each of the other Directors taking part at the commencement of the meeting;
 - (iii) At the commencement of the meeting, each Director must acknowledge his or her presence for the purpose of a Board meeting to all other Directors taking part; and

- (iv) A Director may not leave the meeting by disconnecting his or her telephone or other mean of communication unless he or she has previously obtained the express consent of the Chair, and a Director shall be presumed to have been present and to have formed part of the quorum at all times during the meeting by telephones or other means of communication unless he or she has previously obtained the express consent of the Chair of the meeting to leave the meeting.

A minute of the proceedings at such a meeting by telephone or other means of communication will be sufficient evidence of such proceedings and of the observance of all formalities if certified as a correct minute by the Chair of the meeting.

22.2 Board meetings

- (a) The Board must hold at least six Board meetings each Financial Year.
- (b) Any Director may convene a Board meeting. The Secretary must convene a Board meeting at the request of a Director.
- (c) A written notice of a Board meeting must be sent to each Director within seven days after a request to convene a Board meeting.
- (d) The notice may be given by telephone or other electronic means of communication. The notice must specify:
 - (i) the date and time for the proposed meeting;
 - (ii) the venue for the meeting unless the meeting is conducted under Rule 22.1;
 - (iii) if the meeting is to be conducted under Rule 22.1, the method for conducting the meeting; and
 - (iv) the nature of the business to be transacted at the meeting.

22.3 Quorum

- (a) A quorum at a Board meeting will be a majority (more than 50%) of the total number of Directors of the Company (as determined at the commencement of the Board meeting) entitled to vote on any motion that may be moved by the meeting.
- (b) A quorum of Directors must be present throughout each Board meeting. If a quorum is not present at any time, the meeting is not validly convened but without affecting the validity of any business conducted before the absence of a quorum occurs.

22.4 Directors to continue to act

Where a vacancy in the office of a director occurs, the remaining Directors may continue to act.

22.5 Election of Chair

The Directors may elect one Director as Chair of their meetings and may determine the period for which the Chair is to hold office.

22.6 Chair not present

Where a Board meeting is held and the Chair:

- (a) has not been elected; or
- (b) is not present within fifteen minutes after the appointed time; or
- (c) is unwilling to act,

then the Directors present will elect one other Director to be Chair of the meeting.

22.7 Casting vote

The Chair has a casting vote in addition to any vote the Chair has as a Director.

22.8 Circular resolution

The Board may pass a resolution without a Board meeting if:

- (a) all of the Directors entitled to vote on the resolution sign a document stating that they are in favour of the resolution. Duplicate copies of the document may be used for signing as long as the wording of the resolution is the same in each copy. The resolution is deemed to be passed when the last Director signs.
- (b) a circular resolution is sent to the Directors by email and the Directors agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply. A circular resolution made by email is passed when the last Director agrees to the resolution by email in the manner set out in this Rule 22.8(b).

22.9 Validity of Directors' acts

All things done by the Board or by a committee of the Board or by any person acting as a Director will be valid even though it subsequently becomes known:

- (a) that there was some defect in the appointment of a person to be a Director or a member of the committee, or to act as a Director; or
- (b) that a person appointed was disqualified.

22.10 Board decisions

Any question arising at a Board meeting or meeting of a Board committee is determined by a simple majority of votes of the Directors.

22.11 Minutes and records

- (a) The Board must, within one month, make and keep the following records:
 - (i) minutes of proceedings and resolutions of Board meetings;
 - (ii) minutes of proceedings and resolutions of all meetings of any Board committees;
 - (iii) the attendance at all meetings of the Board and Board committees and the business transacted at those meetings;
 - (iv) minutes of circular resolutions of Directors; and
 - (v) all appointments of officers.
- (b) The Board must ensure that minutes of a Board meeting (including the passing of a circular resolution of the Board) are signed within a reasonable time after the meeting by:
 - (i) the chair of the meeting, or
 - (ii) the chair of the next meeting,

and the minutes so signed will be conclusive evidence of the matters recorded in them without any further proof.

23. ALTERNATE DIRECTORS

23.1 Appointment of an alternate

A Director may appoint any person to be an alternate Director during any period as the Director requires, but only:

- (a) with the approval of the other Directors; and
- (b) while the appointor is not available to act.

23.2 Notice of meetings

An alternate Director is entitled to notice of and to vote at Board meetings unless the appointor is present at the meeting.

23.3 Power of alternate

An alternate Director may exercise any of the appointor's powers during any period that the appointor is unavailable to do so. The exercise of any power by the alternate Director is deemed to be the exercise of that power by the appointor.

23.4 Termination of appointment

The appointment of an alternate Director will terminate:

- (a) on notice by the appointor even though the appointment period has not expired; or
- (b) automatically if the appointor ceases to be a Director.

23.5 Responsibility

An alternate Director will, whilst acting as Director, be responsible to the Company for his or her own acts and defaults and will not be deemed to be the agent of the Director by whom the alternate Director was appointed.

23.6 No remuneration

An alternate Director will not be entitled as in that capacity to receive any remuneration from the Company.

24. INTERESTED DIRECTORS

24.1 Notice requirements

- (a) If a Director has a material personal interest (whether actual or perceived) in any matter that relates to the affairs of the Company, the Director must disclose that interest to the other Directors.
- (b) The notice disclosing the Director's material personal interest must:
 - (i) give details of the nature and extent of the interest and how it relates to the affairs of the Company;
 - (ii) be given at a Board meeting as soon as practicable after the Director becomes aware of the interest; and
 - (iii) be recorded in the minutes of the Board meeting at which the notice is given.

- (c) Further to Rule 24.1(a), if all Directors have the same actual or perceived material personal interest in a matter that is being considered at a Board meeting, all Directors must disclose the nature and extent of any conflict of interest to the Guarantors at the next General Meeting, or at an earlier time if reasonable to do so.

24.2 Director must not vote

A Director who has a material personal interest in any matter being considered at a Board meeting must not be present while the matter is being considered and must not vote on the matter.

24.3 Exception to Rule 24.2

Regardless of Rule 24.2, if:

- (a) the Director's interest arises because they are a Member of the Company and the other Members have the same interest;
- (b) the Director's interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Company;
- (c) the Director's interest relates to a payment by the Company pursuant to Rule 34 or any contract relating to an indemnity that is allowed under the Act;
- (d) the Director has disclosed the interest pursuant to Rule 24.1(a) and the other Directors not having a material personal interest in the matter pass a resolution that:
 - (i) identifies the Director, the nature and extent of the Director's interest in the matter and its relation to the affairs of the Company; and
 - (ii) states that those Directors are satisfied that the interest should not disqualify the Director from voting on the matter or being present; or
- (e) ASIC has determined that the Director may be present and vote under section 196 of the Act, then the Director may be present at the meeting considering the matter and may vote in relation to it.

24.4 No quorum available

If a quorum of Directors is not present at any meeting because of the operation of Rule 24.2, any Director may call a General Meeting and the General Meeting may pass a resolution to deal with the matter.

24.5 Director not disqualified

If a Director is permitted to be present and to vote by virtue of Rule 24.3:

- (a) that Director will not be disqualified by the office from contracting with the Company either as vendor, purchaser or otherwise;
- (b) no contract made by that Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which that Director is in any way interested may be avoided by reason only of that Director holding that office or of the fiduciary relationship established by it;
- (c) that Director will not be liable to account to the Company for any profit realised under any contract or arrangement by reason only of that Director holding the office or of the fiduciary relationship established by it;
- (d) that Director may:
 - (i) execute any deed or document on behalf of the Company; and

- (ii) count in a quorum.

24.6 Standing notice

- (a) A Director may give the other Directors a standing notice that:
 - (i) the Director is a director or member of any specified company or firm and is to be regarded as interested in all subsequent transactions with that company or firm; or
 - (ii) the Director has any other interest in any matter,at any time and whether or not the matter relates to the Company's affairs at the time.
- (b) The notice under Rule 24.6(a) must comply with the requirements of the ACNC Act and its regulations and will only be effective if it has not expired at any relevant time.
- (c) If a notice is given in accordance with Rule 24.6(a) and the notice is effective at the relevant time, the notice will be sufficient disclosure under these Rules in relation to any contract, proposed contract or arrangement to be made by the Company.

24.7 Other office may be held

A Director may hold any other office or place of profit, except that of auditor, in the Company in conjunction with the Directorship and may be appointed upon terms of remuneration, tenure of office and otherwise as the Directors decide.

24.8 Professional director may act

Any Director may act in a professional capacity for the Company, and will be entitled to remuneration for professional services regardless of the Directorship.

25. COMMON SEAL

25.1 Election to adopt company seal

The Board may resolve that the Company adopt a common seal. If the Company adopts a common seal, it will include:

- (a) only the Company's name where the Company has its ACN as its name; or
- (b) the Company's name, the expression "ACN" and its Australian Company Number in all other cases.

25.2 Duplicate common seal

The Board may adopt a duplicate common seal. Any duplicate common seal must be a copy of the common seal with the words "Duplicate Seal", or "Certificate Seal" added to it.

25.3 Prohibited use

A Director must not use, or authorise the use of, a seal which purports to be the common seal of the Company (or a duplicate of the common seal) if the common seal does not comply with the requirements of this Rule.

25.4 Custody and use of common seal

If the Company adopts a common seal:

- (a) the Board must provide for the safe custody of the common seal; and

- (b) the common seal must only be used by the authority of the Board or of a committee of the Board authorised by the Directors on their behalf.

26. EXECUTION OF DOCUMENTS

26.1 Execution with or without the common seal

The Company may execute a document with or without affixing a common seal. The Company executes a document if the document is signed by:

- (a) two Directors; or
- (b) one Director where authorised by a resolution of a Board meeting; or
- (c) a Director and the Secretary.

26.2 Execution of deeds

The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with this Rule 26.

26.3 No limitation

This Rule will not be interpreted as limiting the manner in which the Company may execute a document (including a deed).

27. COMMITTEES

27.1 Delegation to Board committee

The Board may delegate any of its powers to any committee or committees of the Board as it decides. The following provisions apply to any such committee or committees:

- (a) A committee must exercise the powers delegated in accordance with any directions of the Board. A power exercised in accordance with those directions is deemed to have been exercised by the Board.
- (b) The members of a committee may elect one of their members as chair of their meetings.
- (c) Where a meeting of a committee is held and:
 - (i) a chair has not been elected; or
 - (ii) the chair is not present within fifteen minutes after the appointed time; or
 - (iii) the chair is unwilling to act,the committee members present may elect one of their number to be chair of the meeting.
- (d) Questions arising at a committee meeting will be determined by a majority of votes of the committee members who are present and voting.
- (e) The chair has a casting vote, if necessary, in addition to any vote the chair has as a committee member.

27.2 Standing committees

The Board may form standing committees as it decides. The following provisions apply to any such standing committees:

- (a) The standing committees must conform to any terms of reference and regulations that may be given by the Board and to Board policies.
- (b) Any person appointed to a standing committee is not entitled to remuneration for their services on such committees but will be entitled to reimbursement for out-of-pocket expenses incurred in respect of the business of any such committee.

27.3 Advisory committees

The Board may appoint one or more advisory committees as it decides. The following provisions apply to any such advisory committees:

- (a) The advisory committees will consist of such Director(s) and/or other persons as the Board thinks fit.
- (b) The advisory committees will act in an advisory capacity only.
- (c) The advisory committees must conform to any terms of reference and regulations that may be given by the Board.
- (d) Any person appointed to an advisory committee is not entitled to remuneration for their services on such committees but will be entitled to reimbursement for out-of-pocket expenses incurred in respect of the business of any such committee.

27.4 Committee chairs and committee meetings

- (a) The chair of every standing committee or advisory committee must be approved by the Board.
- (b) Every standing committee or advisory committee may meet and adjourn as it thinks proper.
- (c) Questions arising at any meeting of a standing committee or advisory committee will be determined by a majority of votes of the members of the committee present, and in the case of an equality of votes, the chair shall have a second or casting vote.

27.5 Nominations Committee

- (a) The Board must appoint a committee to nominate persons for appointment as Directors (Nominations Committee) in accordance with the terms of reference and regulations established by the Board from time to time.
- (b) The Nominations Committee will comprise of the following six members:
 - (i) the Chair of the Board;
 - (ii) the chair of the governance committee of the Board (or, if no such committee has been established and is continuing, a Director selected by the Board); and
 - (iii) subject to Rule 27.5(c) in relation to the initial members of the Nominations Committee, any four persons proposed by the Nominations Committee, and endorsed by the Board, provided such persons are Members pursuant to Rule 12 and as determined in Board policies, but not Directors (**Community Advisors**).
- (c) Notwithstanding any other provision of this Constitution, the Community Advisors appointed to the first Nominations Committee and the term of their appointment will be determined by resolution of the Board provided that the expiry of such term is no later than the next Annual General Meeting.
- (d) A member of the Nominations Committee is not entitled to remuneration for their services on the Nominations Committee but will be entitled to reimbursement for out-of-pocket expenses incurred in respect of the business of the Nominations Committee.

- (e) If a Community Advisor resigns from the Nominations Committee or is removed by a resolution of the Board, the Nominations Committee must propose another person to be a Community Advisor for the Board's endorsement.

28. MANAGING DIRECTOR

28.1 Appointment

The Board may from time to time appoint one or more Directors to be the managing director of the Company. The managing director's appointment will be for a period and on terms as the Board decides. The Board may revoke the managing director's appointment.

28.2 Termination

A managing director's appointment automatically terminates if the managing director ceases for any reason to be a Director.

28.3 Remuneration

A managing director will not be entitled to receive any remuneration for acting as managing director of the Company.

28.4 Powers of managing director

- (a) The Board may confer upon a managing director any of the powers exercisable by it with any conditions or restrictions as the Board decides.
- (b) Any of those powers may be made concurrent with or exclusive of the powers of the Board.
- (c) The Board may at any time withdraw or vary any of those powers.

29. SECRETARY

29.1 Appointment

The Secretary will be appointed by the Board on terms and conditions determined by the Board. The Board may appoint a person as an additional Secretary or as acting Secretary or as a temporary substitute for the Secretary who will, for the purposes of these Rules, be deemed to be the Secretary. The Board may at any time remove or replace the Secretary.

30. ACCOUNTS AND AUDIT

30.1 Proper records kept

The Board must ensure that proper accounting and other records are kept. A balance sheet and profit and loss account must be prepared and distributed to all Guarantors at least once in each Financial Year.

30.2 Auditor

Where required by the Act, the Company must appoint an auditor or auditors, whose duties will be regulated in accordance with the Act.

31. RESERVES

31.1 Make reserve

The Board may:

- (a) write off from the Company's earnings any amount for loss or depreciation of any property;
- (b) set aside any amount out of the Company's profits,

as a reserve fund to meet contingencies or for repairing, improving and/or maintaining any of the Company's property and/or for any other purposes which are conducive to the interests of the Company.

31.2 Deal with reserve

The Board may:

- (a) invest, lend or dispose of any reserved amounts in any way;
- (b) deal with, vary and dispose of any investments or parts of them for the benefit of the Company;
- (c) divide the reserve fund into special funds; and/or
- (d) employ the assets constituting the reserve fund in the business of the Company and without being bound to keep the same separate from other assets.

32. RECORDS

32.1 Financial and related records

- (a) The Company must make and keep written financial records that:
 - (i) correctly record and explain its transactions and financial position and performance including the sums of money received and expended by the Company, the manner in which such receipts and expenditure takes place, and of the property and liabilities of the Company, and
 - (ii) enable true and fair financial statements to be prepared and to be audited.
- (b) The Company must also keep written records that correctly record its operations.
- (c) The Company must retain its records for at least seven years.
- (d) The Board must take reasonable steps to ensure that the Company's records are kept safe.

33. INSPECTION OF RECORDS

33.1 Conditions

- (a) The Company must give a Guarantor access to the records set out in Rule 17.27(a) and 17.27(c).
- (b) The Company must give a Guarantor access to the records set out in Rule 32.
- (c) The Board may determine whether and under what conditions the accounting records or other documents of the Company will be open to the inspection of Members or classes of Members.

33.2 No right unless authorised

A Member does not have the right to inspect any document of the Company except as provided by the Act, these Rules or authorised by the Board or by the Company in General Meeting.

33.3 Directors' right

The Directors have the right at any time to inspect the accounting records or other documents of the Company.

34. INDEMNITY AND INSURANCE

34.1 Indemnity against liability

To the extent permitted by law, including the Act, the Company indemnifies every person who is, or who has been, a Director, Secretary or officer of the Company out of the assets of the Company against:

- (a) any liability incurred by them in their capacity as a Director, Secretary or officer of the Company, to a person other than the Company, except where the liability relates to a wilful breach of duty or a contravention of legislation including the Act and the ACNC Act and its regulations;
- (b) any liability for legal costs or expenses incurred by them in defending any proceedings that relate to their position in the Company in which judgement is given in their favour; or
- (c) any liability for legal costs or expenses incurred by them in defending any proceedings that relate to their position in the Company in which they are acquitted or the Court grants relief in their favour.

This indemnity is a continuing indemnity and is enforceable by a Director, Secretary or officer even though that person is no longer a Director, Secretary or officer of the Company.

34.2 Insurance

To the extent permitted by law, including the Act, and if the Directors consider it appropriate, the Company may insure and/or pay any premiums on a policy of insurance for a Director, Secretary or officer of the Company against any liability for which the Company indemnifies the Director, Secretary or officer under Rule 34.1.

34.3 Resolution to grant indemnity

A Director may vote in favour of a resolution that the Company grant an indemnity pursuant to Rule 34.1, take insurance or pay the premiums on an insurance policy pursuant to Rule 34.2 even though the Director has a direct and material interest in the outcome of the resolution.

35. FINANCIAL YEAR

The Company's financial year is 1 July to 30 June unless the Board passes a resolution to change the financial year.

36. DISPUTE RESOLUTION AND DISCIPLINARY PROCEDURES

36.1 Dispute resolution

- (a) The dispute resolution procedure in this Rule applies to disputes (disagreements) under this Constitution between a Member, Director or Secretary and:
 - (i) one or more Members;

- (ii) one or more Directors, or
 - (iii) the Company.
- (b) A Member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under Rule 36.2 until the disciplinary procedure is completed.
- (c) Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it.
- (d) If those involved in the dispute do not resolve it under Rule 36.1(c), they must within 10 days:
 - (i) tell the Board about the dispute in writing
 - (ii) agree or request that a mediator be appointed, and
 - (iii) attempt in good faith to settle the dispute by mediation.
- (e) The mediator must:
 - (i) be chosen by agreement of those involved, or
 - (ii) where those involved do not agree:
 - (A) for disputes between Members, a person chosen by the Board; or
 - (B) for other disputes, a person chosen by either the Commissioner of the Australian Charities and Not-for-profits Commission or the president of the law institute or society in the state or territory in which the Company has its registered office.
- (f) A mediator chosen by the Board pursuant to Rule 36.1(e)(ii)(A):
 - (i) may be a Guarantor;
 - (ii) must not have a personal interest in the dispute; and
 - (iii) must not be biased towards or against anyone involved in the dispute.
- (g) When conducting the mediation, the mediator must:
 - (i) allow those involved a reasonable chance to be heard;
 - (ii) allow those involved a reasonable chance to review any written statements;
 - (iii) ensure that those involved are given natural justice; and
 - (iv) not make a decision on the dispute.

37. NOTICES

37.1 Form of notice

Notices or other communications given under this Constitution must be:

- (a) in writing;
- (b) signed by the person giving the notice; and

(c) addressed to the Notice Address of the person to whom it is to be given.

Notice not sent as stipulated in this Constitution shall not be effective unless the sender can otherwise prove receipt.

37.2 Time of delivery

The notice or other communication will be deemed to be received:

- (a) in the case of a posted letter, on the third day after posting;
- (b) in the case of delivery by generally recognised overnight courier, on the second day after dispatch with that courier;
- (c) in the case of personal delivery, on the date of delivery;
- (d) in the case of facsimile transmission, at the time recorded on the transmission report from the machine from which the facsimile was sent; or
- (e) in the case of transmission by electronic mail, on the day of transmission if the electronic medium sending the notice states that the transmission was completed before 5:00pm on a business day, otherwise on the next business day. This method of service is effective only if the medium's report states that it was sent in full and without error and the message is not rejected or undeliverable as evidenced by a message to that effect received by the sender.

SCHEDULE 1
FORM OF PROXY

I /We,

_____ of _____,

being a Guarantor of Australian Amyloidosis Network Limited ACN _____ and entitled to vote appoint:

the chair of the meeting **OR**

_____ of _____

(insert name and address of proxy)

or failing that appointment or the absence of that person, the chair of the meeting**, as my/our proxy to act generally at the meeting and to vote for me on my/our behalf in accordance with the following instructions (or if no directions have been given, as the proxy sees fit and with discretion as to any business not referred to below) at the [Annual] General Meeting of the Company to be held on [insert date] and at any adjournment of that meeting.

(Voting instructions, if any, are to be indicated by placing a tick in the appropriate box. If no instruction is given the proxy may vote as that person thinks fit, or abstain.)

Business	For	Against	Abstain*
1. [insert]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. [insert]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AND for _____ % for this proxy form.

* if you mark the abstain box for any item, you are directing the proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in calculating the required majority on a poll.

** if the chair of the meeting is appointed as your proxy or is appointed by default and your voting direction is not indicated, the chair may exercise your proxy even if he or she has an interest in the outcome of those items.

Signature of Guarantor

Member 1 Joint Member 2 Joint Member 3

Notes

This form should be signed by the Guarantor. If a joint holding, either Guarantor may sign. If signed by an attorney or other authorised person, the power of attorney or written authority must have been previously noted by the Company or a certified copy attached to this form.

Proxies

- (a) A Guarantor who is entitled to attend and vote at this meeting is entitled to appoint not more than two proxies to attend and vote instead of the Guarantor.
- (b) Where two proxies are appointed:
 - (i) A separate proxy form should be used to appoint each proxy;
 - (ii) The proxy form may specify the proportion, or number, of votes that the proxy may exercise, and if it does not do so the proxy may exercise half of the votes.
- (c) A proxy need not be a Member or Guarantor of the Company.
- (d) To be effective, proxy forms (duly completed and signed) must be received by the Company at its registered office no later than 48 hours before the time for the holding of the meeting.

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