



Constitution of the Association of Insurance Building and Engineering Consultants Ltd

A company limited by guarantee

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A company limited by guarantee

Constitution of the Association of Insurance Building and Engineering Consultants Ltd

1 General

1.1 Name of Company

The name of the Company is Association of Insurance Building and Engineering Consultants Ltd.

1.2 Liability of Members

The liability of Members is limited.

1.3 Replaceable Rules

The Replaceable Rules do not apply to the Company.

2 Definitions and interpretation

2.1 Definitions

In this document:

Term	Definition
Annual General Meeting	means an annual general meeting of the Company under rule 8.1.
Annual Subscription Fee	has the meaning set out in rule 6.1(b).
Application Fee	has the meaning set out in rule 6.1(a).
Appointed Director	means a Director appointed under rule 11.2(b)(ii).
ASIC	means the Australian Securities and Investments Commission.
Associate Member	means any person who has Associate Membership under this Constitution.
Associate Membership	has the meaning set out in rule 5.3.
Board	means the board of Directors of the Company.
Business Day	means a day that is not a Saturday, Sunday, or public holiday where the Office is located.
Chair	means the chair of the Board elected under rule 11.7 and may include an acting chair under rule 9.8.
Committee	means a committee to which powers have been delegated by the Board under rule 13.8.

Term	Definition
Company	means Association of Insurance Building and Engineering Consultants Ltd.
Corporate Member	means any organisation which has Corporate Membership under this Constitution.
Corporate Membership	has the meaning set out in rule 5.4.
Financial Year	has the meaning set out in rule 7.1(b).
Constitution	means this constitution.
Corporations Act	means <i>Corporations Act 2001</i> (Cth) and <i>Corporations Regulations 2001</i> (Cth).
Deputy Chair	means the Deputy Chair appointed under rule 11.7(c).
Director	means a person appointed or elected to the office of director of the Company.
Elected Director	means a Director elected by Members under rule 11.3.
Founding Members	means the persons named as Members with their consent in the application for registration of the Company.
Liability	for the purposes of rule 19, includes any claim, action, suit, proceeding, investigation, inquiry, damage, loss, cost or expense.
Member	means any person who becomes a member under the Corporations Act or this Constitution.
Membership Policy	means the membership policy maintained by the Board and as amended from time to time.
Office	means the registered office of the Company.
Officer	has the meaning given by the Corporations Act.
Proceedings	for the purposes of rule 19 includes the outcomes of the relevant proceedings and any appeal about those proceedings.
Present Voting Member	means Voting Members present at a general meeting of the Company in person, or by their appointed representative, proxy, or attorney.
Related Body Corporate	has the meaning given by the Corporations Act.
Region	means each of the following geographical areas: <ul style="list-style-type: none"> (a) Queensland and Northern Territory; (b) New South Wales and Australian Capital Territory; (c) Victoria and Tasmania; (d) South Australia and Western Australia; and (e) Overseas, which includes any geographical area not listed in (a)-(d).
Regional Limit	has the meaning set out in rule 11.2(a).

Term	Definition
Register	means the register of Members of the Company established under the Corporations Act.
Replaceable Rules	means the replaceable rules under the Corporations Act and includes any replaceable rules that become or may become a provision of the Corporations Act.
Secretary	means a person appointed as secretary of the Company and includes a person appointed to perform the duties of secretary.
Special Resolution	has the meaning given by the Corporations Act.
Transitional Period	means the period from the date the Company is incorporated until the completion of the Annual General Meeting held in the calendar year 2025.
Voting Member	means any Member eligible to vote on a resolution, being an Associate Member that is not disqualified from voting under rule 6.1(e).

2.2 Interpretation

In this document:

- (a) a reference to a rule, clause, schedule, annexure or party is a reference to a rule of, clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (h) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (i) a reference to 'month' means calendar month.

2.3 Headings

Headings are used for convenience only and do not affect the interpretation of the Constitution.

2.4 Application of the Corporations Act

Unless the contrary intention appears:

- (a) an expression used in a rule that deals with a matter dealt with by a provision of the Corporations Act has the same meaning as in that provision; and
- (b) subject to rule 2.4(a), an expression in a rule that has a defined meaning for the purposes of the Corporations Act has the same meaning as in the Corporations Act.

3 Objects and powers

3.1 Objects of Company

For the benefit of Members, insurers and the public, the objects of the Company are to:

- (a) provide Member services, advocacy and representation to; and
- (b) foster the delivery of qualified, competent and independent services by, qualified professional building and engineering consultants working in the insurance industry.

3.2 Achieving the Objects

To assist in achieving or furthering its objects, the Company may, subject to the provisions of this Constitution, but otherwise without limitation:

- (a) develop tools and resources to advance the education and training of building and engineering consultants;
- (b) foster the personal and professional growth of building and engineering consultants;
- (c) promote excellence in the delivery of advice by building and engineering consultants working in the insurance industry; and
- (d) promote the Company as the peak organisation for building and engineering consultants operating in the insurance industry.

3.3 Powers of the Company

The Company has all the powers of an individual and a body corporate, subject to rule 3.4.

3.4 No power to issue shares

The Company has no power to issue or allot shares.

4 Non-profit nature of the Company

4.1 Non-profit

- (a) The income and property of the Company must only be applied towards the promotion of the objects of the Company set out in rule 3.1.
- (b) No income or property may be paid or transferred, directly or indirectly, to a Member except for payments to a Member:
 - (i) in return for services rendered by or goods supplied by the Member to the Company in the ordinary and usual course of business;
 - (ii) for reasonable and proper rent for premises leased by a Member to the Company; or
 - (iii) as principal payments on money lent by the Member, and interest payments if the interest is at a commercial rate.

4.2 Winding up

- (a) Where property remains after the winding-up or dissolution of the Company, and upon satisfaction of all its debts and liabilities, it must not be distributed to Members, unless the distribution is in furtherance of the Company's objects.
- (b) If the Company is wound up, any surplus assets must be given to another fund, authority or institution determined by the Board which has:
 - (i) objects similar to the objects of the Company; and
 - (ii) provisions in its constitution, either prohibiting it from distributing its surplus income and property among its members:
 - (A) at all; or
 - (B) to an extent at least as great as is imposed on the Company under this Constitution.

4.3 Limited liability on winding up

- (a) If the Company if it is wound up while a person is a Member, or within one year after the person ceases to be a Member, the person must contribute the guarantee amount to the assets of the Company for the:
 - (i) payment of the debts and liabilities of the Company contracted before the person ceased to be a Member;
 - (ii) costs of winding up; and
 - (iii) adjustment of the rights of the contributors among themselves.
- (b) The maximum liability of each Member under rule 4.3(a) is \$100.

5 Membership

5.1 Members

- (a) The Members are:
 - (i) the Founding Members; and
 - (ii) any other persons the Directors admit to membership under this Constitution.
- (b) The number of Members is unlimited.

5.2 Types of membership

The classes of membership are:

- (a) Associate Membership; and
- (b) Corporate Membership.

5.3 Associate Membership

- (a) Any individual who, in the opinion of the Board:
 - (i) meets the eligibility criteria set out in the Company's Membership Policy; and
 - (ii) is supportive of the objects of the Company,
 may apply for Associate Membership.
- (b) An application for Associate Membership must:
 - (i) be in a form approved by the Board; and
 - (ii) be accompanied by any other documents or evidence as to qualification for Associate Membership which the Board requires.
- (c) The Board may in its absolute discretion accept or reject any application for Associate Membership.
- (d) The Board does not need to give a reason for the rejection of an application for Associate Membership.
- (e) If an application for Associate Membership is rejected the Secretary must notify the applicant in writing.
- (f) If an application for Associate Membership is accepted:
 - (i) the name and details of that person must be entered in the Register; and
 - (ii) the Secretary must notify the applicant in writing of the acceptance.
- (g) An Associate Member, once admitted and so long as they remain an Associate Member, is entitled to:

- (i) attend any general meeting of the Company; and
- (ii) vote at any general meeting of the Company.

5.4 Corporate Membership

- (a) Any organisation which, in the opinion of the Board:
 - (i) meets the eligibility criteria set out in the Company's Membership Policy; and
 - (ii) is supportive of the objects of the Company,
 may apply for Corporate Membership.
- (b) An application for Corporate Membership must:
 - (i) be in a form approved by the Board; and
 - (ii) be accompanied by any other documents or evidence as to qualification for Corporate Membership which the Board requires.
- (c) The Board may in its absolute discretion accept or reject any application for Corporate Membership.
- (d) The Board does not need to give a reason for the rejection of an application for Corporate Membership.
- (e) If an application for Corporate Membership is rejected the Secretary must notify the applicant in writing.
- (f) If an application for Corporate Membership is accepted:
 - (i) the name and details of that organisation must be entered in the Register; and
 - (ii) the Secretary must notify the applicant in writing of the acceptance.
- (g) A Corporate Member, once admitted and so long as they remain a Corporate Member:
 - (i) is entitled to attend any general meeting of the Company;
 - (ii) is not entitled to vote at any general meeting of the Company.

5.5 Voting rights of Associate Members

An Associate Member is entitled to one vote on a show of hands and on a poll.

5.6 Voting rights of Corporate Members

A Corporate Member has no voting rights.

5.7 Notice by Members

Each Member must promptly notify the Secretary in writing of:

- (a) any change to their qualification to being a Member;

- (b) any change to the address or contact details that the Member provided to the Company to be kept in the Register of Members under rule 5.9; and
- (c) if an Associate Member, any change in their employment.

5.8 Resignation and termination of membership

- (a) A Member ceases to be a Member if the Member:
 - (i) no longer meets the qualification requirements under rules 5.3 or 5.4 (as applicable);
 - (ii) resigns as a Member by giving written notice to the Company;
 - (iii) fails to make payment of their Annual Subscription Fee within three months of the due date for the payment of the Annual Subscription Fee;
 - (iv) dies or is wound up; or
 - (v) is terminated by the Board under rule 5.8(b).
- (b) The Board may terminate a Member's membership if the Member:
 - (i) fails to notify the Company of a change in address or contact details and is unable to be contacted at the address in the Register for a period of more than three months;
 - (ii) becomes bankrupt or insolvent;
 - (iii) is of unsound mind or is a patient under laws relating to mental health or whose estate is administered under the laws about mental health; or
 - (iv) is in any other way in breach of its obligations under this Constitution.
- (c) The Board must give the Member written notice of its intention to terminate the Member's membership and the reason for the proposed termination.
- (d) If the reason set out in the notice under rule 5.8(c) remains unresolved, in the opinion of the Board, for one month after the date of the notice, the Member's membership is terminated.
- (e) The rights or privileges of membership may be reinstated at the absolute discretion of the Board.
- (f) Membership is personal to the Member and is not transferable.

5.9 Register of Members

The Company must establish and maintain a Register which includes:

- (a) the full name;
- (b) the address for notices;
- (c) the email address (if different from the address for notices);

- (d) if an Associate Member, the residential address; and
 - (e) any other particulars determined by the Board,
- for each Member.

6 Rights and obligations

6.1 Subscriptions and fees payable

- (a) The Board may require each applicant or Membership pay a fee upon submitting their application (**Application Fee**).
- (b) Each Member must pay the subscription fee set by the Board by 1 January each year (**Annual Subscription Fee**).
- (c) The Application Fee and Annual Subscription Fee are determined by the Board from time to time.
- (d) The Board may at its discretion amend the Application Fee and Annual Subscription Fees.
- (e) If a Member fails to pay the Annual Subscription Fee under 6.1(b), then their rights are suspended until payment of the Annual Subscription Fee is received. If payment of the Annual Subscription Fee is not received under rule 5.8(a)(iii), their membership is terminated.

6.2 Variation of rights of Members

While the membership is divided into different classes, the rights attached to any class (unless otherwise set out in application for membership of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of Members with at least 75% of the votes in the class, or by Special Resolution passed at a separate meeting of the Members of that class.

7 Financial records

7.1 Keeping of financial records

- (a) The first financial year of the Company begins on the date of incorporation of the Company and ends on 31 December 2024.
- (b) After the first financial year, each financial year of the Company begins on 1 January and ends on 31 December in the same calendar year (**Financial Year**).
- (c) Proper books and financial records must be kept recording the financial affairs of the Company. The Company must comply with the relevant accounting and auditing requirements of the Corporations Act.
- (d) If required by the Corporations Act, the Board must:
 - (i) notify all Members at the end of the Financial Year of their entitlement to receive copies of the financial report prepared by the Company including a copy of the auditor's report, if any, and any other documentation as required by the Corporations Act; and

- (ii) provide the financial statements to the Members at each Annual General Meeting.

7.2 Appointment of auditor

- (a) If required by the Corporations Act, the Company must appoint a qualified auditor or reviewer.
- (b) No Member may act as auditor or reviewer of the Company.

7.3 Inspection of records of the Company

No Member other than a Director in that capacity has the right to inspect any document of the Company except as set out in the Corporations Act or as authorised by the Board.

8 Annual General Meeting

8.1 Annual General Meeting

The Company must hold a general meeting, to be called the Annual General Meeting, at least once in every calendar year (after the end of the first financial year) and within five months of the end of the Financial Year.

8.2 Business at Annual General Meetings

- (a) The business of an Annual General Meeting is:
 - (i) to provide the opportunity for the Board to account to and report to the Members;
 - (ii) for the Members to receive and consider the annual financial reports of the Company;
 - (iii) to elect Directors (if required under the Constitution); and
 - (iv) to transact any other business which, under this Constitution, is required to be transacted at an Annual General Meeting.
- (b) All business (other than that referred to in rule 8.2(a)) transacted at an Annual General Meeting and all business transacted at other general meetings is special business.
- (c) The auditor or reviewer, if any, and its representative may attend and be heard on any part of the business of a meeting concerning the auditor or reviewer. The auditor or reviewer, if any, or its representative, if present at the meeting, may be questioned by the Members, as a whole, about the audit or review, if undertaken.
- (d) The chair of the Annual General Meeting must give Members as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the Company.

8.3 Provisions about general meetings apply to Annual General Meeting

The provisions of this Constitution about general meetings apply, with necessary changes, to Annual General Meetings.

9 General meetings

9.1 General meetings

- (a) The Board may, by ordinary resolution, call a general meeting.
- (b) The general meeting will be held at the times and places and in the manner decided by the Board.

9.2 Postponing or cancelling a general meeting

The Board may:

- (a) postpone a general meeting;
- (b) cancel a general meeting; or
- (c) change the place for a general meeting,

if they consider that the meeting has become unnecessary, or the venue would be unreasonable or impractical or a change is necessary in the interests of conducting the meeting efficiently.

9.3 Notice of general meetings

- (a) Notice of a general meeting must be given to each person who at the time of giving the notice is a Member, Director, or auditor of the Company.
- (b) The Directors may decide the content of a notice of a general meeting, but the notice must include:
 - (i) the place, date and time of the meeting (and if the meeting will be held in two or more places, the technology that will be used to facilitate this under rule 9.10);
 - (ii) the general nature of the business to be transacted at the meeting;
 - (iii) if a Special Resolution is proposed, the words of the Special Resolution; and
 - (iv) a statement that Members have the right to appoint a proxy and information about the Company's proxy requirements.
- (c) No business may be transacted at a general meeting unless the general nature of the business is stated in the notice calling the meeting.
- (d) Except with the approval of the Directors or the chair of the general meeting, no person may move any amendment to a proposed resolution the terms of which are set out in the notice calling the meeting or to a document which relates to that resolution and a copy of which has been made available to Members to inspect or obtain.
- (e) A person may waive notice of any general meeting by written notice to the Company.
- (f) Subject to rule 9.3(g), at least 21 days' notice must be given of a general meeting.
- (g) The Company may call a general meeting on shorter notice:

- (i) if an Annual General Meeting, when all the Members entitled to attend and vote at the Annual General Meeting agree beforehand; and
 - (ii) if any other general meeting, when Members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- (h) The Company cannot call an Annual General Meeting or other general meeting on shorter notice if it is a meeting at which a resolution will be moved to:
- (i) remove a Director or appoint a Director in place of a Director removed under that section; or
 - (ii) remove an auditor.

9.4 Non-receipt of notice

- (a) The:
- (i) non-receipt of a notice of any general meeting by; or
 - (ii) accidental omission to give notice to,
- any person entitled to notice does not invalidate anything done (including the passing of a resolution) at that meeting.
- (b) A person's attendance at a general meeting waives any objection that person may have to:
- (i) a failure to give notice, or the giving of a defective notice, of the meeting unless the person at the beginning of the meeting objects to the holding of the meeting; and
 - (ii) the consideration of a particular matter at the meeting which is not within the business referred to in the notice of the meeting, unless the person objects to considering the matter when it is presented.

9.5 Admission to general meetings

- (a) The chair of a general meeting may require that any person be refused admission to, or required to leave and remain out of the general meeting, if that person:
- (i) records the meeting without the permission of the chair of the meeting;
 - (ii) possesses a placard or banner;
 - (iii) possesses an article considered by the chair of the meeting to be dangerous, offensive or liable to cause disruption;
 - (iv) refuses to produce or permit examination of any article, or the contents of any article, in the person's possession;
 - (v) behaves or threatens to behave in a dangerous, offensive or disruptive way;
 - (vi) refuses to comply with any public health orders, including circumstances in which that person is unable to evidence compliance with public health orders; or

- (vii) is not entitled to receive notice of the meeting.
- (b) The chair of the meeting may delegate the powers conferred by rule 9.5(a) to any person.
- (c) A person, whether a Member or not, requested by the Directors or the chair of the meeting to attend a general meeting is entitled to be present and, at the request of the chair of the meeting, to speak at the meeting.

9.6 Quorum at general meetings

- (a) No business may be transacted at a general meeting, except the election of a chair of the meeting and the adjournment of the meeting, unless a quorum of Voting Members is present when the meeting proceeds to business.
- (b) A quorum at a general meeting is:
 - (i) if the Company has between one and ten Members, two Members Present and entitled to vote at the meeting; or
 - (ii) if the Company has eleven or more Members, five Members Present and entitled to vote at the meeting.
- (c) If a quorum is not present within 30 minutes after the time appointed for the general meeting:
 - (i) where the meeting was called at the request of Members, the meeting must be dissolved; or
 - (ii) in any other case:
 - (A) the meeting stands adjourned to the day, and at the time and place, the Directors present decide; or
 - (B) if they do not decide, to the same day in the next week at the same time and place.
- (d) At an adjourned meeting, if a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting must be dissolved.

9.7 Chair of general meetings

- (a) The Chair is entitled to take the chair at every general meeting.
- (b) If at any general meeting:
 - (i) the Chair is not present at the specified time for holding the meeting; or
 - (ii) the Chair is present but is unwilling to act as chair of the meeting,
 the Deputy Chair is entitled to take the chair at the meeting.
- (c) If at any general meeting:
 - (i) there is no Chair or Deputy Chair;

- (ii) the Chair and Deputy Chair are not present at the specified time for holding the meeting; or
- (iii) the Chair and the Deputy Chair are present, but each is unwilling to act as chair of the meeting,

the Directors present may choose another Director as chair of the meeting and if no Director is present or if each of the Directors present is unwilling to act as chair of the meeting, a Member chosen by the Members Present is entitled to take the chair at the meeting.

9.8 Acting chair

- (a) A chair of a general meeting may, for any item of business or discrete part of the meeting, vacate the chair in favour of another person nominated by them to be the acting chair of that meeting.
- (b) Where an instrument of proxy appoints the chair of the meeting as proxy for part of the proceedings for which an acting chair has been nominated, the instrument of proxy is taken to be in favour of the acting chair for the relevant part of the proceedings.

9.9 Conduct at general meetings

The chair of a general meeting:

- (a) has charge of the general conduct of the meeting and the procedures to be adopted at the meeting;
- (b) may require the adoption of any procedure which is in the chair's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting; and
- (c) may terminate discussion or debate on any matter whenever the chair of the meeting considers it necessary or desirable for the proper conduct of the meeting,

and a decision by the chair of the meeting under this rule is final.

9.10 Using technology to hold general meetings

- (a) The Company may hold a general meeting at two or more places using any technology that gives the Members as a whole a reasonable opportunity to participate.
- (b) Anyone using this technology is taken to be present in person at the meeting if they can hear and be heard by other participants.

9.11 Adjournment and postponement by the chair of the meeting

- (a) The chair of the meeting may at any time during the meeting:
 - (i) adjourn the meeting or any business, motion, question, or resolution being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting; and
 - (ii) for the purpose of allowing any poll to be taken or determined, suspend the proceedings of the meeting for any period or periods he or she decides without effecting an adjournment – no business may be transacted and no discussion

may take place during any suspension of proceedings unless the chair of the meeting otherwise allows.

- (b) The chair's rights under rule 9.11(a) are exclusive and, unless the chair of the meeting requires otherwise, no vote may be taken or demanded by the Members Present about any postponement, adjournment or suspension of proceedings.
- (c) Only unfinished business may be transacted at a meeting resumed after an adjournment.
- (d) Where a meeting is postponed or adjourned for 30 days or more, notice of the postponed or adjourned meeting must be given as in the case of the original meeting.

10 Votes of Members

10.1 Decisions at general meetings

- (a) Except where a Special Resolution is required, questions arising at a general meeting must be decided by a majority of votes cast by the Members Present and entitled to vote at the meeting. A decision made in this way is for all purposes, a decision of the Members.
- (b) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is demanded:
 - (i) before the show of hands is taken;
 - (ii) before the result of the show of hands is declared; or
 - (iii) immediately after the result of the show of hands is declared.
- (c) Unless a poll is duly demanded, a declaration by the chair of a general meeting that a resolution has on a show of hands been carried or carried unanimously, or carried by a particular majority, or lost, and an entry to that effect in the Company's minute book is conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against the resolution.

10.2 Chair of the meeting has a casting vote

If at a general meeting the votes are equal on a proposed resolution the chair of the meeting has a casting vote.

10.3 When a poll may be demanded

- (a) A poll may be demanded:
 - (i) by the chair of the meeting; and
 - (ii) on any business at a meeting other than the election of a chair of a meeting.
- (b) A demand for a poll may be withdrawn.

10.4 Taking a poll

- (a) If a poll is duly demanded at a general meeting, it must be taken in the way and either at once or after an interval or adjournment as the chair of the meeting direct.

- (b) In the case of any dispute about the admission or rejection of a vote, the chair of the meeting's decision is final.
- (c) The result of the poll as declared by the chair of the meeting is the resolution of the meeting at which the poll was demanded.

10.5 Continuation of business

- (a) A demand for a poll does not prevent a general meeting continuing to transact any business except the question on which the poll is demanded.

10.6 Voting rights

- (a) Subject to this Constitution and to any rights or restrictions attached to any class of membership, at a general meeting:
 - (i) on a show of hands, each Present Voting Member has one vote;
 - (ii) where a person is entitled to vote by virtue of rule 10.11 in more than one capacity, that person is entitled only to one vote on a show of hands;
 - (iii) if the person appointed as proxy has two or more appointments that specify different ways to vote on a resolution, the proxy must not vote on a show of hands; and
 - (iv) on a poll, each Present Voting Member has one vote.
- (b) A Voting Member is not entitled to vote on a resolution if the notice which called the meeting specified that:
 - (i) the Member must not vote or must abstain from voting on the resolution; or
 - (ii) a vote on the resolution by the Member must be disregarded for any purposes.
- (c) If the Member referred to in rule 10.6(b) or a person acting as proxy or attorney of that Member does tender a vote on that resolution, their vote must not be counted.
- (d) An objection to the validity of a vote tendered at a general meeting must be:
 - (i) raised before or immediately after the result of the vote is declared; and
 - (ii) referred to the chair of the meeting, whose decision is final.
- (e) A vote tendered, but not disallowed by the chair of a meeting under rule 10.6(d), is valid for all purposes, even if it would not otherwise have been valid.
- (f) The chair of the meeting may decide any difficulty or dispute which arises as to the number of votes which may be cast by or on behalf of any Member and the decision of the chair of the meeting is final.

10.7 Representation at general meetings

- (a) Subject to this Constitution, each Member entitled to vote at a general meeting may vote:
 - (i) in person;

- (ii) by not more than one proxy; or
- (iii) by not more than one attorney.

(b) A proxy or attorney may, but need not, be a Member.

10.8 Class meetings

The provisions of this Constitution about general meetings apply, with necessary changes, to separate class meetings as if they were general meetings.

10.9 Voting where the Company has only one member

If the Company has only one Member, the Company may pass a resolution by the Member recording it and signing the record.

10.10 Voting where the member is of unsound mind

If a Member is:

- (a) of unsound mind;
- (b) a patient under laws relating to mental health; or
- (c) whose estate is administered under the laws about mental health,

their trustee or guardian or other person who has the management of their property, may exercise the rights of the Member at a general meeting as if the trustee or guardian or another person were the Member. The trustee, guardian or other person must first give the Directors the information they reasonably require to establish their entitlement to act on behalf of the Member.

10.11 Appointment of proxies

- (a) Any Member entitled to vote at a general meeting may appoint one proxy.
- (b) A proxy may be a Member who is not entitled in their own right to vote on a particular resolution.
- (c) The document appointing a proxy (and the power of attorney, if any, under which it is signed or proof of the power of attorney to the satisfaction of the Board) must:
 - (i) be in the form approved by the Board;
 - (ii) be signed by the appointor or their attorney;
 - (iii) set out the name of the person to be appointed as proxy;
 - (iv) require the Member to direct the proxy to vote for or against (or abstain from voting) on any proposed resolution;
 - (v) set out the period of appointment including whether it is valid only for stipulated meetings; and
 - (vi) be received by the Company at least 48 hours (or a lesser period as the Board may decide and stipulate in the notice of meeting) before the time for holding

the meeting or adjourned meeting or poll at which the person named in the document proposes to vote.

10.12 Circular resolution of Members

- (a) Subject to any specific requirements in the Corporations Act, a resolution in writing of which notice has been given to all Voting Members and which is signed or consented to by all of the Members entitled to vote on the resolution is as valid and effective as if it had been passed at a meeting of the Members duly called and constituted and may consist of several documents in the same form, each signed or consented to be one or more of the members.
- (b) A Member may consent to a resolution by:
 - (i) signing the document containing the resolution (or a copy of that document); or
 - (ii) giving to the Company a written notice (including by electronic means) addressed to the Secretary or to the Chair signifying assent to the resolution and either setting out its terms or otherwise clearly identifying them.

10.13 Validity of vote

- (a) A vote given as required by the terms of a proxy document or power of attorney is valid despite:
 - (i) the previous death or unsoundness of mind of the principal; or
 - (ii) the revocation of the proxy document or power of attorney in respect of which the vote is given,

if no written notice of the death, unsoundness of mind or revocation has been received at the Office before the meeting or any adjourned meeting.
- (b) A proxy is not revoked by the principal attending and taking part in the meeting unless the principal votes on the resolution for which the proxy is proposed to be used.

10.14 Attorneys of members

A Member may appoint an attorney to act on the Member's behalf at all or specified meetings of the Company. The power of attorney or proof of the power of attorney must be delivered to the Office or elsewhere as directed, with evidence to the satisfaction of the Board of the due execution of the power of attorney. The attorney may appoint a proxy for the Member.

11 The Board

11.1 First Directors

The first Directors are those persons named as Directors in the application for incorporation of the Company.

11.2 Directors

- (a) The Board will consist of at least three Directors and not more than eight Directors, subject to rule 11.2(b).

- (b) The Board will be comprised of:
 - (i) up to six directors elected under rule 11.3, provided that no more than two Elected Directors may reside in each Region (**Regional Limit**), unless there are only three candidates for Elected Director and those three candidates reside in the same Region, in which case the Regional Limit does not apply; and
 - (ii) up to two Appointed Directors appointed by the Board for their skills and experience for a term one year determined by the Board.

11.3 Elected Directors

The election of Elected Directors will occur as follows:

- (a) any Voting Member may nominate a qualified person as candidate for Elected Director;
- (b) each candidate must give in writing their consent to be eligible for election as an Elected Director;
- (c) the Voting Member's nomination and candidate's consent must be left at the Office at least 25 days before the annual general meeting;
- (d) all candidates' names (in alphabetical order) and their Regions must be provided to Members with the notice of annual general meeting; and
- (e) at the annual general meeting each Member may cast a vote 'for' or 'against' the election of a named candidate for a vacant position for which they have nominated such that the candidates receiving the highest number of votes 'for' are, subject to the Regional Limit, elected to fill the vacant positions in progressive order until all vacant positions are filled.

11.4 Qualification for membership of the Board

- (a) Subject to rule 11.4(b), all Directors must:
 - (i) be a natural person;
 - (ii) in the opinion of the Board, be supportive of the objects of the Company;
 - (iii) be a Member;
 - (iv) reside in the Region nominated; and
 - (v) not be prevented from holding the office of director by the Corporations Act.
- (b) A Director appointed under rule 11.2(b)(ii) need not be a Member.

11.5 Region

A Member is taken to reside in the Region of their address in the Register.

11.6 Casual vacancies

- (a) In addition to its power to appoint Directors under rule 11.2(b)(ii), the Board has power to appoint persons qualified under rule 11.4(a) as Elected Director to fill any casual vacancies among the Elected Directors.

- (b) Any person appointed under rule 11.6(a) holds office until the next Annual General Meeting.

11.7 Appointment of Chair

- (a) The Directors must elect a Director to act as Chair.
- (b) The Chair must be elected annually.
- (c) The Directors may elect a Director to act as Deputy Chair.
- (d) A Deputy Chair, if elected, must be elected annually.

11.8 Remuneration of Directors

- (a) The Directors may be remunerated for their services as Directors as determined by the Board from time to time.
- (b) All payments to Directors must be approved by the Board including, but not limited to:
 - (i) out of pocket expenses incurred by a Director in performing a duty as a Director; and
 - (ii) a service rendered to the Company by a Director in a professional or technical capacity or as an employee, other than in the capacity as a Director where:
 - (A) the provision of the service has the prior approval of the Board; and
 - (B) the amount payable is not more than an amount which commercially would be reasonable payment for the service.

11.9 Director's interests

- (a) A Director is not disqualified by reason only of being a Director (or the fiduciary obligations arising from that office) from:
 - (i) holding an unpaid office (except auditor) or unpaid position or role in the Company or a Related Body Corporate of the Company;
 - (ii) holding an office or place of profit or employment in any other company, body corporate, trust or entity promoted by the Company or in which it has interest;
 - (iii) being a member, creditor or otherwise being interested in any body corporate (including the Company), partnership or entity, except as auditor of the Company;
 - (iv) entering into any agreement or arrangement with the Company; or
 - (v) acting in a professional capacity (or being a member of a firm which acts in a professional capacity) for the Company, except as auditor of the Company.
- (b) Each Director must comply with the Corporations Act on the disclosure of the Director's interests.
- (c) The Directors may make regulations requiring the disclosure of interests that a Director, and any person taken by the Directors to be related to or associated with the Director,

may have in any matter concerning the Company or a Related Body Corporate. Any regulations made under this Constitution bind all Directors.

- (d) No act, transaction, agreement, instrument, resolution, or other thing is invalid or voidable only because a person fails to comply with any regulation made under rule 11.9(c).
- (e) A contract or arrangement entered into by or on behalf of the Company in which a Director is in any way interested is not invalid or voidable merely because the Director holds office as a director of the Company or because of the fiduciary obligations arising from that office.
- (f) A Director who is interested in any arrangement involving the Company is not liable to account to the Company for any profit realised under the arrangement merely because the Director holds office as a director of the Company or because of the fiduciary obligations arising from that office, if the Director complies with the disclosure requirements applicable to the Director under rule 11.9(a) and under the Corporations Act about that interest.
- (g) A Director who is interested in any contract or arrangement may, despite that interest, witness the execution of any document evidencing or otherwise connected with that contract or arrangement.

12 Vacation of office

12.1 Resignation of Directors

A Director may resign from the Board by written notice delivered to the Secretary. The resignation takes effect when the notice is received by the Secretary, or on a later date specified in the notice.

12.2 Transitional Period

- (a) Directors are not required to retire from office during the Transitional Period.
- (b) All Directors must retire from office at the conclusion of the Transitional Period and may be re-elected under rule 11.3 or re-appointed under rule 11.2(b)(ii).

12.3 Retirement of Directors

From the conclusion of the Transitional Period:

- (a) An Elected Director who has held office for a continuous period of six years is ineligible for re-election.
- (b) At least one half of the Elected Directors must retire at each Annual General Meeting. The Elected Directors to retire (excluding those required to retire under rule 11.6) will be those Elected Directors who have been in office the longest since their last election by Members, or if there are several Directors who were elected at the same time, the Directors to retire will be determined by agreement between the Elected Directors or by lot.
- (c) An Appointed Director must retire at the conclusion of their term under 11.2(b)(ii).

- (d) An Appointed Director retiring under 12.3(c) may be re-appointed by the Board under 11.2(b)(ii).
- (e) A retiring Director retains office until the dissolution or adjournment of the meeting at which the retiring Director retires.

12.4 Removal of Directors

- (a) A Director may be removed from office by ordinary resolution of the Members at a general meeting of the Company convened for that purpose. At the meeting the Director must be given the opportunity to present their case orally or in writing.
- (b) A Director removed under rule 12.4 retains office until the dissolution or adjournment of the general meeting at which they are removed.

12.5 Disqualification of Directors

- (a) In addition to the circumstances prescribed by the Corporations Act and under rules 12.1, 12.3 and 12.4 of this Constitution a Director's office is vacated upon a Director:
 - (i) ceasing to be qualified for membership of the Board under rule 11.4;
 - (ii) becoming an insolvent under administration, suspending payment to creditors, or compounding with or assigning the Director's estate for the benefit of creditors;
 - (iii) becoming a person of unsound mind or a patient under laws about mental health, or whose estate is administered under laws about mental health; or
 - (iv) being absent from meetings of the Board for three consecutive calendar months without leave of absence from the Board where the Board has not, within 14 days of having been served by the Secretary with a notice giving particulars of the absence, resolved that leave of absence be given;
- (b) A Director who vacates office under rule 12.5(a) is not to be taken into account in deciding the number of Directors to retire by rotation at any Annual General Meeting.

12.6 Directors who are employees of the Company

The office of director who is an employee of the Company and/or any of its subsidiaries, becomes vacant upon the Director ceasing to be employed (so that they are no longer employed by the Company or any subsidiary of the Company) but the person concerned is eligible for reappointment or re-election as a Director of the Company.

13 Proceedings of the Board

13.1 Meetings of Directors

- (a) The Directors may meet to attend to business and adjourn and otherwise regulate their meetings as they decide.
- (b) The contemporaneous linking together by telephone or other electronic means of a sufficient number of Directors to constitute a quorum, constitutes a meeting of the Directors. All the provisions in this Constitution relating to meetings of the Directors apply, as far as they can and with any necessary changes, to meetings of the Directors by telephone or other electronic means.

- (c) A meeting by telephone or other electronic means is taken to be held at the place where the Chair is or at any other place the Chair decides on, if at least one of the Directors involved was at that place for the duration of the meeting.
- (d) A Director taking part in a meeting by telephone or other electronic means is taken to be present in person at the meeting.
- (e) If, before or during the meeting, any technical difficulty occurs where one or more Directors cease to participate, the Chair may adjourn the meeting until the difficulty is remedied or may, where a quorum of Directors remains present, continue with the meeting.

13.2 Convening of meetings

A meeting of the Board must be convened if:

- (a) called by the Chair or the Board at any time, or
- (b) called by the Secretary, upon the request of three Directors.

13.3 Notice of meetings of Directors

- (a) Notice of a meeting of Directors must be given to each person who is, at the time the notice is given a Director, except a Director on leave of absence approved by the Board.
- (b) A notice of a meeting of Directors:
 - (i) must specify the time and place of the meeting;
 - (ii) need not state the nature of the business to be transacted at the meeting;
 - (iii) may, if necessary, be given immediately before the meeting; and
 - (iv) may be given in person, by post, by telephone or by electronic means.
- (c) A Director may waive notice of a meeting of Directors by giving notice to that effect in person, by post, by telephone or by electronic means.
- (d) Failure to give a Director notice of a meeting of Directors does not invalidate anything done or any resolution passed at the meeting if:
 - (i) the failure occurred by accident or inadvertent error; or
 - (ii) the Director attended the meeting or waived notice of the meeting (whether before or after the meeting).
- (e) A person who attends a meeting of Directors waives any objection that person may have to a failure to give notice of the meeting.

13.4 Quorum at meetings of Directors

- (a) No business may be transacted at a meeting of Directors unless a quorum of Directors is present at the time the business is dealt with.
- (b) The quorum for a meeting of Directors is a simple majority of the Directors.

- (c) If there is a vacancy in the office of a Director, the remaining Directors may act, but, if their number is less than the minimum under 11.2(a), they may act only in an emergency or to increase the number of Directors to a number sufficient to constitute the minimum or to call a general meeting of the Company.

13.5 Chair and Deputy Chair

- (a) The Chair is entitled (if present within ten minutes after the time appointed for the meeting and willing to act) to preside as chair at a meeting of Directors.
- (b) If at a meeting of Directors:
 - (i) there is no Chair;
 - (ii) the Chair is not present within ten minutes after the time appointed for the holding of the meeting; or
 - (iii) the Chair is present within that time but is not willing or declines to act as chair of the meeting,

the Deputy Chair if any, if then present and willing to act, is entitled to be chair of the meeting or if the Deputy Chair is not present or is unwilling or declines to act as chair of the meeting, the Directors present must elect one of themselves to chair the meeting.

13.6 Decisions of Directors

- (a) The Directors, at a meeting at which a quorum is present, may exercise any authorities, powers and discretions vested in or exercisable by the Directors under this Constitution.
- (b) The Directors must aim to make decisions by consensus of the Board in the first instance.
- (c) However, if a consensus on a particular decision is not met, then any questions arising at a meeting of Directors must be decided by a majority of votes cast by the Directors present and entitled to vote on the matter.
- (d) If the votes are equal on a proposed resolution, the Chair has a casting vote in addition to their deliberative vote.

13.7 Circular resolution of Directors

- (a) A resolution in writing of which notice has been given to all Directors and which is signed by all the Directors entitled to vote on the resolution is as valid and effectual as if it had been passed at a meeting of the Board. It may consist of several documents in the same form each signed by one or more of the Directors.
- (b) A document produced by mechanical or electronic means under the name of a Director with their authority is deemed to be a document in writing signed by that Director.

13.8 Appointment of Committees

- (a) The Board may at its absolute discretion establish or dismiss Committees from time to time.
- (b) The Board may, subject to the Corporations Act, delegate any of its powers to Committees consisting of one or more Directors or any other person the Board thinks fit.

- (c) A delegate of the Board may be authorised to sub-delegate any of the powers for the time being vested in the delegate.

13.9 Proceedings of Committees

- (a) Committee proceedings are governed by the proceedings in this document that apply to meetings and proceedings of the Board.
- (b) A Committee must follow instructions imposed by the Board.
- (c) A Committee is under the control and direction of the Board and has no power in the management of the Company.

13.10 Validity of acts

- (a) Acts of the Board, a Committee or a Director, even if it is afterwards discovered that there was some defect in the appointment of any of the Directors or the Committee or that any of them were disqualified, are valid as if each person was duly appointed and qualified, and continued to be a Director or a member of the Committee (as the case may be).
- (b) If the number of Directors is reduced below the minimum number fixed under this Constitution, the continuing Directors may act to increase the number of Directors to that number, or to call a general meeting of the Company, but for no other purpose.

14 Powers of the Board

14.1 General powers of the Board

- (a) The Board has the power to manage the business of the Company, including the appointment of officers, employees, and contractors as deemed appropriate.
- (b) The Board may make regulations and by-laws consistent with the Constitution, which in the opinion of the Board are necessary or desirable for the proper control, administration and management of the Company's finances, affairs and property, or are necessary for the convenience, comfort and well-being of the Members and amend or rescind any regulations and by-laws.
- (c) A regulation or by-law of the Company made by the Board may be disallowed by the Company in a later general meeting.
- (d) A resolution or regulation made by the Company in general meeting cannot invalidate prior acts of the Board which would have been valid if that resolution or regulation had not been passed or made.

14.2 Directors may contract with Company

- (a) A Director is not disqualified from contracting or entering into any arrangement with the Company.
- (b) A Director is not required to account to the Company for any profit realised by any contract or arrangement.
- (c) A Director must not vote in respect of any contract or arrangement in which the Director has any material personal interest (directly or indirectly) if to do so would be contrary to

the Corporations Act. If the Director does vote his vote cannot be counted in the quorum present at the meeting. These prohibitions may be relaxed or suspended by ordinary resolution passed at a general meeting, subject to the Corporations Act.

- (d) A Director interested in any contract or arrangement may, despite the interest, sign any document evidencing or otherwise connected with the contract or arrangement.

15 Secretary

- (a) The Board may appoint a Secretary. The Secretary may be a Director.
- (b) The Board may suspend or remove the Secretary from the office of Secretary.
- (c) Only a natural person who has provided the Company with a signed consent may be Secretary.
- (d) The Secretary holds office on the terms and conditions the Board decides.

16 Execution of documents

16.1 Company seal

The Company will not have a seal.

16.2 Execution of documents

The Company may sign documents without a seal, including a deed, by having the document signed by:

- (a) two Directors; or
- (b) a Director and the Secretary.

16.3 Other ways of executing documents

Despite rule 16.2, any document may also be signed by the Company in any other manner permitted by law.

17 Minutes

17.1 Contents of minutes

The Board must ensure that minutes of Directors meetings and general meetings are duly recorded in any manner it thinks fit and include:

- (a) the names of the Directors present at each meeting of the Company, the Board and of Committees; and
- (b) details of all resolutions and proceedings of general meetings of the Company and of meetings of the Board and Committees.

17.2 Signing of minutes

The minutes of a meeting of the Board or of a Committee or of the Company, if signed by the Chair of the meeting or by the Chair of the next meeting, are prima facie evidence of the matters stated in the minutes.

18 Notices

18.1 Method of service

- (a) The Company may give notice to a Member by:
 - (i) delivering it personally;
 - (ii) sending it by prepaid post to the Member's address in the Register or any other address the Member gives the Company for Notices; or
 - (iii) sending it to the electronic address the Member gives the Company for Notices.
- (b) Where the Member is not known at the address in the Register or any other address (including electronic) the Member gives the Company for Notices, all future notices are:
 - (i) given to the Member if the notice is shown in the Office, for a period of 48 hours; and
 - (ii) served at the commencement of that period,
 until the Member informs the Company of the Member's address.

18.2 Time of service

- (a) A notice delivered personally is given and received at the time of delivery.
- (b) A notice from the Company properly addressed and posted is given and received on the Business Day after the day of its posting.
- (c) A notice sent or given by electronic transmission:
 - (i) is effected by properly addressing and transmitting the electronic transmission; and
 - (ii) is given and received on the day of its transmission.
- (d) Where a given number of days notice or notice extending over any other period must be given, the day of service is not to be counted in the number of days or other period.

18.3 Evidence of service

A certificate signed by a Director or the Secretary stating that a notice has been given under this Constitution is conclusive evidence of that fact.

18.4 Other communications and documents

Rules 18.1 to 18.3 (inclusive) apply, so far as they can and with any necessary changes, to serving any communication or document.

18.5 Persons entitled to notice of general meeting

- (a) Notice of every general meeting must be given to:
 - (i) each Member individually who may vote at general meetings of the Company;
 - (ii) each Director; and
 - (iii) the auditor for the time being of the Company.
- (b) Other persons may receive notices of general meetings at the discretion of the Chair.

19 Indemnity and insurance

19.1 Indemnity in favour of Officers

Subject to the Corporations Act and rule 19.2, the Company must indemnify each Officer to the maximum extent permitted by law, against any Liability incurred by the Officer because of their holding office as, and acting in the capacity of Officer, other than:

- (a) a Liability owed to the Company or a Related Body Corporate of the Company;
- (b) a Liability for a pecuniary penalty order under section 1317G Corporations Act or a compensation order under section 1317H Corporations Act; or
- (c) a Liability owed to a person other than the Company that did not arise out of conduct in good faith.

19.2 Indemnity for legal costs

The Company must indemnify each Officer to the maximum extent permitted by law, against any Liability for legal costs incurred by them in respect of a Liability incurred by them because of their holding office as, and acting in the capacity of Officer other than for legal costs incurred:

- (a) in defending or resisting Proceedings, in which the Officer is found to have a Liability for which they could not be indemnified under rule 19.1;
- (b) in defending or resisting criminal Proceedings in which the Officer is found guilty;
- (c) in defending or resisting Proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (but this rule 19.2(c) does not apply to costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing Proceedings for the court order); or
- (d) in Proceedings for relief to the Officer under the Corporations Act in which the court denies the relief.

19.3 Indemnity for employees

Subject to the Corporations Act and rule 19.4, the Company may indemnify an employee, who is not an Officer to the maximum extent permitted by law, against any Liability incurred by them because of their holding office as, and acting in the capacity of, an Officer of the Company, other than:

- (a) a Liability owed to the Company or a Related Body Corporate of the Company;
- (b) a Liability for a pecuniary penalty order under section 1317G Corporations Act or a compensation order under section 1317H Corporations Act; or
- (c) a Liability owed to a person other than the Company that did not arise out of conduct in good faith.

19.4 Indemnity for legal costs of employees

The Company may indemnify an employee other than an Officer to the maximum extent permitted by law, against any Liability for legal costs incurred in respect of a Liability as, or because of their holding office as, and acting in the capacity of, an Officer of the Company other than for legal costs incurred:

- (a) in defending or resisting Proceedings, in which the Officer is found to have a Liability for which they could not be indemnified under rule 19.3;
- (b) in defending or resisting criminal Proceedings in which the Officer is found guilty;
- (c) in defending or resisting Proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (but this rule 19.4 does not apply to costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing Proceedings for the court order); or
- (d) in Proceedings for relief to the Officer under the Corporations Act in which the court denies the relief.

19.5 Insurance for the benefit of Officers

Subject to the Corporations Act, the Company may pay a premium for a contract insuring a person who is or has been an Officer of the Company acting in that capacity against:

- (a) costs and expenses in defending any Proceedings, whether civil or criminal, whatever their outcome; or
- (b) a Liability arising from negligence or other conduct.

19.6 When the Company may not provide insurance

The Company must not pay, nor agree to pay, a premium for a contract insuring a person who is or has been an Officer against a Liability (other than one for legal costs) arising out of:

- (a) conduct involving a wilful breach of duty about the Company; or
- (b) a contravention of section 182 or section 183 Corporations Act.