

**CORPORATIONS LAW**  
**A COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**



**Automotive Air-conditioning, Electrical and Cooling Technicians of Australasia**

**Originally supplied by**  
**Corporate Representatives Pty. Limited Sydney**  
**Amended and approved by ASIC as determined**  
**from time to time by the Annual General Meeting of VASA**  
**and**  
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**And Amendments submitted to ASIC 30 May 2009**

**Corporations Law  
A Company by Guarantee**

**Memorandum of Association**

**of**

**VASA**

**Automotive Air-conditioning, Electrical and Cooling Technicians of Australasia**

- 1**           **The name of the company is**  
                  **“VASA - Automotive Air-conditioning, Electrical and Cooling**  
                  **Technicians of Australasia”**  
                  **(hereinafter called “the company”).**
  
- 2**    **a)**       **The objects for which the company is established are:**
  - i)**       **To raise technical and consumer service standards within the**  
          **aftermarket vehicle maintenance and repair industry and to**  
          **promote the benefits of professional aftermarket air conditioning,**  
          **electrical and associated trades, to the public.**
  
  - ii)**      **To institute a code of ethics for the industry.**
  
  - iii)**     **To encourage training and education of industry personnel**  
          **through TAFE and other educational institutions.**
  
  - iv)**     **To liaise with Government and regulatory bodies to ensure a**  
          **constant exchange of information and to assist appropriate**  
          **Government departments with advice on industry matters.**
  
  - v)**      **To apply any profits or other income in promoting the objects of**  
          **the company.**
  
- b)**       **Solely for the purpose of carrying out the aforesaid objects and not**  
          **otherwise the company shall have the following powers:**
  - i)**       **To hold or arrange competitions and provide or contribute**  
          **towards the provision of prizes, awards and distinctions in**  
          **connection therewith, provided that no member of the company**  
          **shall receive any prize, award or distinction of monetary value**  
          **except as a successful competitor at any competition held or**  
          **promoted by the company.**

- ii) To subscribe to, become a member of and co-operate with or amalgamate with any other association or organisation, whether incorporated or not, whose objects are similar to those of the company; provided that the company shall not subscribe to or support with its funds or amalgamate with any association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the company under or by virtue of Clause 3 of this Memorandum.**
- iii) To buy, sell and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required by the members of the company or persons frequenting the company's premises.**
- iv) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, building, easement or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the company; provided that in case the company shall take or hold any property which may be subject to any trusts the company shall only deal with the same in such manner as is allowed by law having regard to such trusts.**
- v) To enter into any arrangement with any Government or authority, supreme, municipal, local or otherwise, that may seem conducive to the company's objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the company may think it is desirable to obtain; and to carry out, exercise and comply with any such arrangement, rights, privileges and concessions.**
- vi) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the company.**
- vii) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the company or the dependents or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful object.**
- viii) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the company's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration of control thereof.**

- ix) To invest and deal with the money of the company not immediately required in such manner as the Board thinks fit.**
- x) To borrow or raise or secure the payment of money in such a manner as the company may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the company in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the company's property (both present and future), and to purchase, redeem or pay off such securities.**
- xi) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.**
- xii) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with, all, or any part of the property and rights of the company.**
- xiii) To take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, part of the company's property of whatsoever kind sold by the company or any money due to the company from purchasers and others.**
- xv) To take such steps by personal written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purposes of procuring contributions to the funds of the company in the shape of donations, annual subscriptions or otherwise.**
- xvi) To print and publish any newspaper, periodicals, books or leaflets that the company may think desirable for the promotion of its objects.**
- xvii) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the company is authorised to amalgamate.**
- xviii) To transfer all or any part of the property, assets, liabilities and engagements of the company to any one or more of the companies, institutions, societies or associations with which the company is authorised to amalgamate.**
- xix) To make donations for patriotic or charitable purposes.**
- xx) To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the**

**Commonwealth of Australia is engaged; provided that the company shall not support with its funds any activity or endeavour to impose on or procure to be observed by its members or others any regulations or restrictions which if an object of the company would make it a trade union within the meaning of the Trade Union Act, 1881 (New South Wales) as amended.**

**The powers set forth in Section 161(1) of the Corporations Law shall not apply to the company except insofar as they are included in this Clause 2.**

- 3. The income and property of the company whencesoever derived, shall be applied solely towards the promotion of the objects of the company as set forth in this Memorandum, and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise, to the members of the company.**

**Provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the company or to any member of the company in return for any services actually rendered to the company or for goods supplied in the ordinary and usual way of business, nor prevent the payment of interest at a rate not exceeding the rate for the time being fixed for the purpose of this paragraph by the Articles of Association on money borrowed from any member of the company or reasonable and proper rent for premises demised or let by any member of the company, but so that, unless otherwise provided by the Articles of Association, no director shall be appointed to any salaried office of the company or any office of the company paid by fees and that no remuneration or other benefit in money or money's worth shall be paid or given by the company to any director except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the company.**

- 4. No addition, alteration or amendment shall be made to or in the Memorandum or Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Australian Securities Commission (hereinafter called the Commission).**
- 5. The third, fourth and ninth paragraphs of this Memorandum of Association contain conditions upon which a licence is granted by the Commission to the company. In pursuance of the provisions of the said clauses the Commission may from time to time, on giving notice to the company of its intention so to do and after affording the company an opportunity of being heard in opposition thereto, within such time as may be specified in such notice, impose further conditions which shall be duly observed by the company.**

6. **The liability of the members is limited.**
7. **Every member of the company undertakes to contribute to the property of the company in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the company (contracted before he ceased to be a member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding one hundred dollars (\$100.00).**
8. **If upon winding up or dissolution of the company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the company, but shall be given or transferred to some other institution or company having objects similar to the objects of the company and whose Memorandum of Association or constitution shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the company under or by virtue of Clause 3 hereof. Such institution or institutions to be determined by the members of the company at or before the time of the dissolution and in default thereof by application to the Supreme Court of New South Wales for determination.**
9. **True accounts shall be kept of the sums of money received and expended by the company and the matter in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the company and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the Articles of Association for the time being in force, shall be open to the inspection of the members. Once at least in every year, the accounts of the company shall be examined by one or more properly qualified Auditor or Auditors who shall report to the members in accordance with the provisions of the Corporations Law.**
10. **The names, addresses and occupations of the (founding) subscribers are as follows:**

**Mark Robert Mitchell  
11 Atlas Crescent  
Benowa  
Qld., 4217  
Company Director**

**John William Blanchard  
9 Spruzen Avenue  
East Kew  
Vic., 3102**

**Company Director**

**Glen Frederick Watkinson  
27 Keppel Grove  
West Lakes  
S.A. 5021  
Company Director**

**Ralph Stephen Cadman  
51 Coral Tree Drive  
Carlingford  
N.S.W. 2118  
Company Director**

**Paul Noel Robinson  
7 Violet Street  
North Perth  
W.A. 6000  
Manager**

**We, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of the Memorandum of Association.**

**Mark Robert Mitchell**

**John William Blanchard**

**Glen Frederick Watkinson**

**Ralph Stephen Cadman**

**Paul Noel Robinson**

**Dated**



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**of**

**VASA**

**Automotive Air-conditioning, Electrical and Cooling Technicians of Australasia**

- 1A. Subject as hereinafter provided the Regulations in Table A of Schedule 1 to the Corporations Law (hereinafter in these Articles referred to as the “Law”) shall not apply.**

**In these Articles:**

**“the Law” means the Corporations Law (as amended from time to time);**

**“the Board” or “the Board of Directors” means the office-bearers and other directors of the company elected or appointed pursuant to these Articles;**

**“the company” means the “VASA - Automotive Air-conditioning, Electrical and Cooling Technicians of Australasia”;**

**“the seal” means the common seal of the company;**

**“secretary” means any person appointed to perform the duties of a secretary of the company and includes an honorary secretary;**

**expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, electronic data and other modes of representing or reproducing words in a visible form;**

**words or expressions contained in these Articles shall be interpreted in accordance with the provisions of the Law.**

- 2. The company is established for the purposes set out in the Memorandum of Association.**

## **MEMBERSHIP**

- 3. The subscribers to the Memorandum of Association and such other persons as the Board shall admit to membership in accordance with these Articles shall be members of the company.**
- 4. Deleted**
- 5. Every application for membership of the company (other than the subscribers to the Memorandum of Association) shall be made either in writing or submitted electronically, in such form as the Board from time to time prescribes.**
- 6. The Secretary shall send to all applicants an invoice for the annual subscription, as established by the Board from time to time and upon receipt of the subscription, all applications shall be considered by the Board, who shall thereupon determine upon the admission or rejection of the application. In no case shall the Board be required to give any reason for the rejection of an application. If any application is rejected, the subscription paid shall be refunded in full to the applicant.**
- 7. When an applicant has been accepted for membership, the secretary shall forthwith send to the applicant written notice of his acceptance and the applicant shall become a member of the company, provided nevertheless that if any subsequent subscription payments be not made within two calendar months after the date of the notice, the board may in its discretion cancel the applicant's membership of the company.**
- 8. The annual subscription payable by members of the company shall be such as the company in general meeting shall from time to time prescribe, provided that until the company shall otherwise resolve the annual subscription shall be \$100.**
- 9. All annual subscriptions shall become due and payable in advance, on the annual anniversary of the acceptance of the member into the company, or on the 1<sup>st</sup> April each year for all members accepted prior to 1 October 2007.**

## **CESSATION OF MEMBERSHIP**

- 10. If the subscription of a member shall remain unpaid for a period of two calendar months after it becomes due then the member may, after notice of the default shall have been sent to him by the secretary or Honorary Treasurer, be debarred by resolution of the Board from all privileges of membership provided that the Board may reinstate the member on payment of all arrears if the Board thinks fit to do so.**

**11. A member may at any time, by giving notice in writing to the secretary, resign his membership of the company but shall continue liable for any annual subscription and all arrears due and unpaid at the date of his resignation and for all other moneys due by him to the company and in addition for any sum not exceeding one hundred dollars ((\$100) for which he is liable as a member of the company under Clause 7 of the Memorandum of Association of the company.**

**12. If any member shall wilfully refuse or neglect to comply with the provisions of the Memorandum or Articles of Association of the company or shall be guilty of any conduct which in the opinion of the Board is unbecoming of a member or prejudicial to the interests of the company the Board shall have power by resolution to censure, fine, suspend or expel the member from the company.**

**Provided that at least one week before the meeting of the Board at which such a resolution is passed the member shall have had notice of such meeting and of what is alleged against him and of the intended resolution and that he shall, at such meeting and before the passing of such resolution, have had an opportunity of giving orally or in writing, any explanation or defence he may think fit, and provided further that any such member may, by notice in writing lodged with the secretary at least twenty-four hours before the time for holding the meeting at which the resolution is to be considered by the Board, elect to have the question dealt with by the company in general meeting. In that even a general meeting of the company shall be called for the purpose and if at the meeting such a resolution be passed by a majority of two-thirds of those present and voting (such a vote to be taken by ballot) the member concerned shall be punished accordingly and in the case of a resolution for his expulsion the member shall be expelled.**

#### **GENERAL MEETING**

**13. An Annual General Meeting of the company shall be held in accordance with the provisions of the Law.**

**14. Any director may, whenever he thinks fit, convene a general meeting. General meetings shall be convened on such requisition or in default may be convened by such requisition as provided by Sections 246 or 247 of the Law.**

**15. Subject to the provisions of the Law relating to special resolutions and agreements for shorter notice, fourteen days notice at the least (exclusive of the day on which the notice is served or deemed to be served, and exclusive of the day for which the notice is given) specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business shall be**

given to such persons as are entitled to receive such notices from the company.

16. For the purposes of Article 15 all business shall be special that is transacted at a general meeting and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the report of the directors and Auditors, the election of office-bearers and other directors in the place of those retiring, and the appointment of the Auditors, if necessary.

#### **PROCEEDINGS AT GENERAL MEETINGS**

17. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided six members present in person shall be a quorum. For the purposes of this Article "member" includes a person attending as a proxy or as representing a corporation which is a member.
18. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present (being not less than three) shall be a quorum.
19. The President shall preside as chairman at every general meeting of the company, or if there is no President, or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-President shall be chairman or if the Vice-President is not present or is unwilling to act then the members present shall elect one of their number to be chairman of the meeting.
20. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.

**21. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded –**

**a) by the chairman; or**

**b) by at least three members present in person or by proxy.**

**Unless a poll is so demanded a declaration by the chairman that a resolution has, on a show of hands, been carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the company shall be conclusive evidence of the fact without proof of the numbers or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.**

**22. If a poll is duly demanded it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairman directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith.**

**23. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.**

**24. A member may vote in person or by proxy or by attorney and on a show of hands every person present who is a member or a representative of a member shall have one vote and on a poll every member present in person or by proxy or by attorney or other duly authorised representative shall have one vote.**

**25. A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by his committee or by his trustee or by such other person as properly has the management of his estate, and any such committee, trustee or other person may vote by proxy or attorney.**

**26. No member shall be entitled to vote at any general meeting if his annual subscription shall be more than one month in arrears at the date of the meeting.**

**27. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy shall be deemed to confer authority to demand**

or join in demanding a poll. A member shall be entitled to instruct his proxy in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as he thinks fit.

28. The instrument appointing a proxy may be in the following form or in a common or usual form.

.....  
(company name)

I, ..... of .....

being a member of the .....  
(company name)

hereby appoint ..... of .....

or failing him ..... of .....

as my proxy to vote for me on my behalf at the (Annual General Meeting or  
General Meeting as the case may be) of the company to be held on  
the ..... day of .....20 .. and at any adjournment thereof.

My proxy is hereby authorised to vote +in favour of/+against the following  
resolutions.

Signed this .....day of .....20 ...

**NOTE:** In the event of the member desiring to vote for or against any  
resolution he shall instruct his proxy accordingly. Unless  
otherwise instructed, the proxy may vote as he thinks fit.

+ Delete whichever is not desired.

29. **The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the company or at such other place as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. In the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll. In default the instrument of proxy shall not be treated as valid.**
30. **A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of such death, unsoundness of mind or revocation as aforesaid has been received by the company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.**

#### **THE BOARD OF DIRECTORS**

31. **The office-bearers of the company shall consist of a President, a Vice-President and an Honorary Treasurer, all of whom shall be members of the company.**
32. **The following named persons who have subscribed to the Memorandum of Association shall constitute the first Board of Directors:**
- President – Mark Robert Mitchell**
- Vice-President – John William Blanchard**
- Honorary Treasurer – Ralph Stephen Cadman**
- Director – Glen Frederick Watkinson**
- Director – Paul Noel Robinson**
- They shall all retire at the first Annual General Meeting but shall be eligible for re-election.**
33. **Thereafter the Board shall consist of the office-bearers and four other members of the company all of whom shall be elected as herein provided and also provided that two directors are qualified automotive electricians.**

- 34. At the first Annual General Meeting of the company and at the Annual General Meeting of the company in each year thereafter the office-bearers and other directors shall be elected from among the members of the company and such office-bearers and other directors shall hold office until the next Annual General Meeting when they shall retire but they shall be eligible for re-election.**
- 35. The election of office-bearers and other directors shall take place in the following manner:**
- (a) Any two members of the company shall be at liberty to nominate any other member to serve as an office-bearer or other director.**
- (b) The nomination, which shall be in writing and signed by the member and his proposer and seconder, shall be lodged with the secretary at least fourteen days before the Annual General Meeting at which the election is to take place.**
- (c) A list of the candidates' names, in alphabetical order, with the proposers' and seconders' names shall be posted in a conspicuous place in the registered office of the company for at least seven days immediately preceding the Annual General Meeting.**
- (d) Ballotting lists shall be prepared (if necessary) containing the names of the candidates only, in alphabetical order. Each member present at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.**
- (e) In case there shall not be sufficient number of candidates nominated, the Board may fill up the remaining vacancy or vacancies.**
- 36. The company may from time to time by resolution passed at a general meeting increase or reduce the number of office-bearers or other members of the Board.**
- 37. The Board shall have power at any time, and from time to time, to appoint any member of the company as a director, either to fill a casual vacancy or as an addition to the existing office-bearers or other directors but so that the total number of office-bearers or other directors shall not at any time exceed the number fixed in accordance with Articles 31, 32 and 33. Any office-bearer or other director so appointed shall hold office only until the next following Annual General meeting.**
- 38. The company may, by ordinary resolution of which special notice pursuant to Section 227 of the Law has been given, remove any office-bearers or other director before the expiration of his period of office, and may, by an ordinary resolution appoint another**



**person in his stead; the person so appointed shall hold office only until the next Annual General Meeting.**

- 39. The office of a director shall become vacant if the director**
- (a) becomes insolvent under administration or makes any arrangement or composition with his creditors generally;**
  - (b) becomes prohibited from being a director of a company by reason of any order made under the Law;**
  - (c) ceases to be a director by operation of Section 228 of the Law;**
  - (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;**
  - (e) resigns his office by notice in writing to the company;**
  - (f) for more than six months is absent without permission of the Board from meetings of the Board held during that period;**
  - (g) holds any office of profit under the company**
  - (h) ceases to be a member of the company; or**
  - (i) is directly or indirectly interested, within the meaning of Section 231 of the Law in any contract or proposed contract with the company.**

**Provided always that nothing in this paragraph shall affect the operation of Clause 3 of the Memorandum of Association of the company.**

#### **POWERS AND DUTIES OF THE BOARD**

- 40. The business of the company shall be managed by the Board who may pay all expenses incurred in promoting and registering the company and may exercise all such powers of the company as are not, by the Law or by these Articles, required to be exercised by the company in general meeting, subject nevertheless, to any of these Articles, the provisions of the Law, and to such directions, not being inconsistent with the aforesaid Articles or provisions as may be prescribed by the company in general meeting; provided that any rule, regulation or by-law of the company issued or made by the Board may be disallowed by the company in general meeting and provided further that no resolution passed by the company in general meeting shall invalidate any prior act of the Board which would have been valid if that resolution had not been passed or made.**

41. **The board may exercise all the powers of the company to borrow money and to mortgage or charge its property, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability, or obligation of the company.**
42. **(a) For the purpose of Clause 3 of the Memorandum of Association the rate of interest payable in respect of money lent by members to the company shall not exceed the lowest rate paid for the time being by the Commonwealth Bank in respect of term deposits.**
- (b) Payment to any director of the company shall be prohibited other than:**
- i) For payment of out-of-pocket expenses incurred by the director in the performance of any duty as director of the company where the amount payable does not exceed an amount previously approved by the directors of the company;**
- ii) for payment of any service rendered to the company by the director in a professional or technical capacity, other than in the capacity as director, where the provision of the service has the prior approval of the directors of the company and where the amount payable is approved by the directors of the company and is not more than an amount which commercially would be reasonable payment for the service; or**
- iii) for payment of any salary or wage due to the director as an employee of the company where the terms of employment have been approved by the directors of the company.**
43. **All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two directors or in such other manner as the Board from time to time determines.**
44. **The Board shall cause minutes to be made –**
- (a) of all appointments of officers and servants;**
- (b) of the names of the directors present at all meetings of the company and of the Board; and**
- (c) of all proceedings at all meetings of the company and of the Board.**

Such minutes shall be signed by the chairman of the meeting at which the proceedings were held or by the chairman of the next succeeding meeting.

#### **PROCEEDINGS OF THE BOARD OF DIRECTORS**

- 45. The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A member of the Board may at any time, and the secretary shall, on the requisition of a member of the Board, convene a meeting of the Board.**
- 46. Subject to these Articles questions arising at any meeting of the Board shall be decided by a majority of votes and a determination by such a majority shall for all purposes be deemed a determination of the Board. In case of an equality of votes the chairman of the meeting shall have a second or casting vote.**
- 47. The quorum necessary for the transaction of the business of the Board shall be a majority of the total number of members of the Board as provided in the Articles 31, 32 and 33 or such greater number as may be fixed by the Board.**
- 48. The continuing members of the Board may act notwithstanding any vacancy in the Board, but if and so long as their number is reduced below the number fixed by Article 47 as the necessary quorum of the Board, the continuing member or members of the Board may act for the purpose of increasing the number of members of the Board to that number or of convening a general meeting of the company, but for no other purpose.**
- 49. The President shall preside as chairman at every meeting of the Board, or if there is no President, or if at any meeting he is not present within ten minutes after the time appointed for holding the meeting, or if being present, he is unwilling to preside, the Vice-President shall be chairman or if the Vice-President is not present at the meeting then the members of the Board may choose one of their number to be chairman of the meeting.**
- 50. The Board may delegate any of its powers and or functions (not being duties imposed on the Board as the directors of the company by the Law or the general law) to one or more sub-Boards consisting of such member or members of the company as the Board thinks fit. Any committee so formed shall conform to any regulation that may be imposed by the Board and subject thereto, shall have the power to co-opt any member or members of the company and all members of such committees shall have one vote.**

51. **The Board may appoint one or more advisory committees consisting of such member or members of the Board and such other member or members of the company as the Board thinks fit. Such advisory committees shall act in an advisory capacity only. They shall conform to any regulations that may be given by the Board and subject thereto, shall have power to co-opt any member or members of the company and all members of such advisory committees shall have one vote.**
52. **A committee or advisory committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.**
53. **All acts done by any meeting of the Board, of a committee or by any director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Board, committee or director or that the directors or any of them were disqualified, be as valid as if every person had been duly appointed and was qualified to be a Board member or committee member.**
54. **A resolution in writing signed by all members of the Board in Australia for the time being entitled to receive notice of a meeting of the Board, shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Board.**

#### **SECRETARY**

55. **The secretary shall in accordance with the Section 240 of the Law be appointed by the Board for such term, upon such conditions as it thinks fit, and any secretary so appointed may be removed by it. Nothing herein shall prevent the Board from appointing a member of the company as honorary secretary and any member so appointed shall forthwith become an office-bearer of the company and, if not already a member of the Board, ex officio a member of the Board and any member so appointed shall be subject to the provisions of Clause 3 of the Memorandum of Association.**

#### **SEAL**

56. **The Board shall provide for the safe custody of the seal which shall only be used by the authority of the Board or of a committee of the Board authorised by the members of the Board in that behalf. Every instrument to which the seal is affixed shall be signed by a member of the Board and shall be countersigned by the secretary or by a second member of the Board or by some other person appointed by the Board for that purpose.**

## ACCOUNTS

57. The Board shall cause proper accounting and other records to be kept and shall distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) accompanied by a copy of the Auditors report thereon as required by the Law provided, however that the Board shall cause to be made out and laid before each Annual General Meeting a balance-sheet and profit and loss account made up to a date not more than five months before the date of the meeting.
58. The Board shall from time to time determine in accordance with Clause 9 of the Memorandum of Association at what times and places under what conditions or regulations the accounting and other records of the company shall be open to the inspection of the members.

## AUDIT

59. A properly qualified Auditor or Auditors shall be appointed and his or their duties regulated in accordance with Section 327 of the Law.

## NOTICE

60. Any notice required by law or by or under these Articles to be given to any member shall be given by sending it by post to him at his registered address, or to the address, if any, supplied by him for the giving of notices. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected in the case of a notice of meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post.
61. (1) Notice of every general meeting shall be given in any manner hereinbefore authorised to –
- (a) Every member except those members for whom the company has no registered address or other address or an address for the giving of notices to them;
- and
- (b) the auditor or auditors for the time being of the company.

- (2) **No other person shall be entitled to receive notices of general meetings.**

#### **WINDING UP**

62. **The provisions of Clause 8 of the Memorandum of Association relating to the winding up or dissolution of the company shall have effect and be observed as if the same were repeated in these Articles.**

#### **INDEMNITY**

63. **Every member of the Board, auditor, secretary and other officer for the time being of the company shall be indemnified out of the assets of the company against any liability arising out of the execution of the duties of his office which is incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Law in which relief is granted to him by the Court pursuant to Section 241(2) of the Law in respect of any negligence, default, breach of duty or breach of trust.**

**We, the several persons whose signatures are subscribed hereto being the subscribers to the Memorandum of Association, do hereby agree to the foregoing Articles of Association.**

**Mark Robert Mitchell**

**John William Blanchard**

**Glen Frederick Watkinson**

**Ralph Stephen Cadman**

**Paul Noel Robinson**

**Dated**