

The Corporations Act 2001
A Company Limited By Guarantee

CONSTITUTION

Of

GREENHILL WATER SUPPLY CO LTD

Certificate of registration of a Company

This is to certify that GREENHILL WATER SUPPLY CO LTD

Australian Company Number 084 867 461

Is a registered Company under the Corporations Act of South Australia.

The Company **is limited by guarantee.**

The Company is a **public** Company.

The day of commencement of registration is **the twenty-third day of October 1998.**

INTERPRETATION

1. In this constitution unless the context otherwise requires:

“Company” means Greenhill Water Supply Co Ltd

“Directors” mean the persons appointed Directors of the Company and where the context allows includes the person appointed as the sole Director of the Company;

“Act” means the Corporations Act 2001;

“seal” means the common seal of the Company and includes any official seal of the Company;

“Sub-Clause” means (where not otherwise defined) a sub-clause within the same clause as the reference occurs;

“Property” means an area of land described on a single Certificate of Title on the register of the Land Services Group of the South Australian Department for Administrative and Information Services;

The singular shall mean and include the plural and vice versa and any gender shall mean and include all other genders;

References to any statutory enactment shall mean and be constructed as references to that enactment as amended modified and re-enacted from time to time;

The index and headings used herein are for ease of reference only and shall not affect the construction or interpretation of this constitution;

Words importing persons shall include corporations.

2. Section 46 of the Acts Interpretation Act 1901 applies in relation to this constitution as if they were an instrument made by an authority under a power conferred by the Corporations Act 1989 as in force on the day which this Constitution becomes binding on the Company.
3. Division 10 of Part 1.2 of the Corporations Act applies in relation to this Constitution as if they were an instrument made under that Act as in force on the day when this Constitution became binding on the Company.
4. Except so far as the contrary intention appears in the constitution, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.
5. All replaceable rules contained in the Act shall not apply to the Company.

OBJECTS OF THE COMPANY

6. The objects for which the Company is established are to source, maintain and supply reticulated water to the residents and organisations in the region of the suburb of Greenhill, South Australia.
7. The income and property of the Company whensoever or howsoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this constitution, and no portion thereof shall be bought or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to 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 nor for goods supplied in the ordinary course of business but so that no member of the Company shall be appointed to any salaried office of the Company or any officer of the Company paid by fees and that no remuneration or other benefit in money or monies worth shall be bought or

given by the Company to any member except re-payment of out-of-pocket expenses or reasonable and proper rent for premises demised or let to the Company.

MEMBERSHIP OF THE COMPANY

8. Membership of the Company is obtained by paying to the Company the membership fee determined by the Directors.
9. Only the registered proprietors, as described on the Certificate of Title, of Properties located in the suburb of Greenhill in the state of South Australia are eligible to be members of the Company.
10. Only one membership will be accepted in respect of each Property.
11. Membership fees, once paid, are not refundable.
12. Membership is transferable only where an existing member sells a Property for which membership is held. In that case membership in respect of the Property sold transfers on settlement to that person registered as the new owner on the Certificate of Title for the Property and to no other.
13. In circumstances where funds held by the Company are inadequate to meet particular short-term needs, the Company may call upon members to make a cash contribution to the Company additional to initial membership fees. Any such contribution shall be levied on all members equally.

LIABILITY OF MEMBERS

14. The liability of the members is limited.
15. Every member of the Company undertakes to contribute to the assets 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 ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amounts as may be required, not exceeding FIVE DOLLARS (\$5.00).

CONDITIONS GOVERNING THE SUPPLY OF WATER

16. Each consumer of water supplied by the Company must be a member of the Company.
17. Where a benefit to the community of Greenhill can be demonstrated, the Directors, at their discretion, may elect to supply water to agencies of the South Australian Government under terms and conditions to be determined by the Directors.
18. Members of the Company may not use water supplied by the Company for commercial purposes nor may a member sell or pass title to water supplied by the Company to a third party.
19. Water supplied by the Company may be used to supplement a member's independently collected rainwater supplies provided that over a full year water supplied by the Company is not and does not become the member's principal source of domestic supply.
20. Membership in respect of properties on which new dwellings are constructed will not be accepted, or will not be continued where conditional membership is accepted, unless facilities constructed incorporate rainwater collection, storage and domestic reticulation facilities with a static capacity of at least 60,000 litres and the intention to use those facilities as the principal source of domestic water supplies can be demonstrated.
21. Routine maintenance, equipment failure, unusual conditions, unforeseen circumstances and other faults may result in temporary interruptions to the supply of water. Directors will provide members with reasonable advanced notice of scheduled interruptions by displaying appropriate notices. Notwithstanding, each member of the Company absolves the Company and its officers from any implication of guaranteed continuous or on-demand water supply.
22. Fees:
 - a. Each member will be charged an annual Supply Fee and a Water Consumption Fee.

- i. The Supply Fee, a fixed amount per property independent of the quantity of water used, is to be paid on invoice for the provision of the water service regardless of whether water is actually used.
 - ii. The Water Consumption Fee, a fee that varies according to the amount of water used, is to be paid on invoice.
- b. Charges will be determined in such a way that no one member is treated any more favourably than any other member.
 - c. Fees and charges will be established annually in advance by the Directors and tabled at the Annual General Meeting of the Company.
23. Directors of the Company may stop supply, including disconnection of facilities, where a member becomes in excess of 90 days in arrears in any monies due to the Company. Where supply is disconnected, a reconnection fee as determined by the Directors may be charged and is payable in full together with any arrears, before supply will be reconnected.
24. Water supplied by the Company is untreated bore water and is not intended for human consumption. Each member absolves the Company and its officers from any liability related to water quality or fitness for any purpose.
25. The Company will supply water to a meter on, or close to a boundary of the Property of each member. The meter will be supplied by and will remain the property of the Company. Members are responsible for the installation and maintenance of any reticulation facilities attached to the meter outlet and absolve the Company of any liability for any loss or damage that may arise from failure, howsoever caused and specifically including loss or damage caused by water pressure, of equipment or facilities directly or indirectly connected to the water supply.
26. The water allocation to each member is 400,000 litres and the Directors will apply penalty rates to any consumption above this figure.

DAMAGE TO COMPANY PROPERTY

27. Members shall take all reasonable steps to protect Company property from damage and shall notify officers of the Company without delay if faults or damage to Company property are observed.
28. A member is responsible for reimbursing the Company for the cost of repairs to Company infrastructure, whether located on the member's property or elsewhere, where that damage was due to an act by the member himself, by a member of the member's family or by an agent of the member.

BREACH AND DEFAULT

29. The Directors of the Company may elect to cancel the membership in the Company of any member of the Company who acts in breach of this constitution, whether wilfully or not, or who remains, without specific approval, in default on monies due to the Company for a period in excess of 120 days.
30. The Directors may act to cancel a membership in breach or default without providing the affected member with prior warning of the intention to cancel.
31. Where the Directors elect to cancel a membership in the Company, the Directors will consign written notice of cancellation by ordinary mail to the Member at the address recorded in the Register of Members of the Company. Cancellation will be effective on the moment the notice is mailed.
32. The monies contributed to the Company by way of membership fees have been committed to and expended on Company infrastructure in good faith. Accordingly, where a membership is cancelled

due to breach or default as defined in Clause 29, any membership fees paid by the member will be forfeited to the Company.

TRANSFER OF PROPERTY OWNERSHIP

33. Each member agrees that on transfer of ownership of a Property, membership in the Company in respect of that Property will transfer to the new proprietors registered on the Certificate of Title without restriction and without cost to the Company.
34. A vendor member shall ensure that the Company is provided with full details of the change in proprietorship of a Property for which membership in the Company is held.
35. The vendor member remains responsible for any monies due to the Company at the date of sale of the property including for water consumed to the date of settlement. The purchaser becomes a member of the Company and assumes responsibility for fees and charges on the date of settlement on the Property.
36. In the event that the purchaser elects not to continue with membership in the Company, supply will be disconnected but monies paid to the Company as Membership Fees, Supply Fees or Consumption Fees will not be refunded either to the vendor or to the purchaser.

WINDING-UP OF THE COMPANY

37. If upon the 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 amongst the members of the Company but shall be given or transferred to some organisation or organisations having objects similar to the objects of the Company and whose 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 this constitution, such organisation or organisations to be determined by the members of the Company at or before the time of the dissolution and in default thereof by such Court as may have or acquire jurisdiction in the matter.

PAYMENTS BY WAY OF BROKERAGE OR COMMISSION

38. The Company may exercise the power to make payments by way of brokerage or commission conferred by the Act in the manner provided by the Act.

CERTIFICATES

39. A person whose name is entered as a member in the register of members is entitled without payment to receive a certificate in respect of being a member.

GENERAL MEETINGS

40. Any Director may convene a general meeting at any time.
41. Where eleven members of the Company, in writing, jointly request the Directors to convene a general meeting and provide the Directors with details of business proposed for discussion at the general meeting, the Directors will, within 30 days of receiving the request, convene a general meeting to discuss the matters raised.
42. A notice of a general meeting shall specify the place, the day and the hour of meeting, shall state the general nature of the business to be transacted at the meeting, information regarding the right to appoint a proxy and, if a special resolution is to be proposed at the meeting, the terms of that resolution.

PROCEEDINGS AT GENERAL MEETINGS

43. Proceedings are to be as follows:
- a. No business shall be transacted at any general meeting unless a quorum of members is present at all times during the meeting.
 - b. For the purpose of determining whether a quorum is present:
 - i. a person attending as a proxy, or representing a corporation that is a member, shall be deemed to be a member;
 - ii. if a member has appointed more than one proxy or representative count only one of them;
 - iii. if an individual is attending both as a member and as a proxy or body corporate representative count them only once.
 - c. A quorum shall be eleven members entitled to vote.
 - d. If a quorum is not present within half an hour from the time appointed for the meeting –
 - i. where the meeting was convened upon requisition of members – the meeting shall be dissolved; or
 - ii. in any other case –
 1. the meeting stands adjourned to such day, and at such time and place, as the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place; and
 2. if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting shall be dissolved.
 3. If the Directors have elected one of their number as chairman of their meetings, he shall preside as chairman at every general meeting.
 - e. Where a general meeting is held and -
 - f. a chairman has not been elected as provided by Sub-Clause 39 e); or
 - g. the chairman is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the members present shall elect one of their number to be chairman of the meeting.

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.
 - h. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
 - i. Except as provided by Sub-Clause 39 g), it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
44. Polls.
- a. 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 a vote is taken, before or immediately after or on the declaration of the result of the show of hands) demanded –
 - i. by the chairman;
 - ii. by at least 5 members present in person or by proxy;
 - iii. by a member or members present in person or by proxy and representing not less than 5% of the total voting rights that may be cast on a poll.
 - b. Unless a poll is so demanded, a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by particular majority, or lost, and an entry

to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

- c. The demand for a poll may be withdrawn.
 - d. A challenge to a right to a vote at a general meeting:
 - i. may only be made at the meeting; and
 - ii. must be determined by the Chairman whose decision is final.
 - e. If a poll is duly demanded, it shall be taken in such manner and (subject to Sub-Clause f)) 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.
 - f. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith.
 - g. 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 not have a casting vote. Where there is an equality of votes, the motion will be taken to be defeated
45. At meetings of members each member entitled to vote may vote in person or by proxy or attorney and on a show of hands every member present or a representative of a member has one vote, and on a poll every person present in person or by proxy or attorney has one vote.
46. An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.
47. Any such objection shall be referred to the chairman of the meeting, whose decision is final
48. A vote not disallowed pursuant to such an objection is valid for all purposes.

APPOINTMENT OF PROXIES

49. A member of the Company who is entitled to attend and cast a vote at a general meeting may appoint a person as the members proxy to attend and vote for the member at the meeting.
50. The appointment may specify the proportion or number of votes that the proxy may exercise.
51. A member may appoint one proxy in respect of each property on which membership is held and each proxy will represent one vote.
52. An 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 by such corporation.
53. An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote on the resolution except as specified in the instrument.
54. An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A proxy is entitled to vote on a show of hands.
55. An instrument appointing a proxy shall be in the following form or in form that is as similar to the following as the circumstances allow –

Greenhill Water Supply Co Ltd

Appointment of Proxy

I/We,.....of, being a member/members of the above named Company, hereby appointofor, in his absence,of.....as my/our proxy to vote for me/us on my/our behalf at the *annual general *general meeting of the Company to be held on the day of 20 and at any adjournment of that meeting.

#This form is to be used *in favour of * against the resolution.

Signed

this day of 20...

*Strike out whichever is not desired

#To be inserted if desired

56. A proxy's authority to attend and vote at a general meeting shall not be affected by the presence of the member appointing the proxy.
57. A resolution in writing signed by all the members entitled to vote on the resolution and containing a statement that they are in favour of the resolution shall be valid as if it had been passed at a duly convened meeting of members. Such resolution may consist of several documents in identical form each signed by one or more members.
58. An instrument appointing a proxy shall not be treated as valid unless the instrument, and the power of attorney or other authority (if any) under which the instrument is signed, or a notarially certified copy of that power or authority, is or are deposited, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, at the registered office of the Company, a fax number at the Company's Registered office or at such other place fax number or electronic address as is specified for that purpose in the notice convening the meeting.
59. A vote given in accordance with the terms of an instrument of proxy or of a power of attorney is valid notwithstanding the previous death or unsoundness of mind of the principal, the revocation of the instrument (or of the authority under which the instrument was executed) or of the power, or the transfer of the share in respect of which the instrument or power is given, if no intimation in writing of the death, unsoundness of mind, revocation or transfer 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 or the power is exercised.

APPOINTMENT, RENUMERATION AND REMOVAL OF DIRECTORS

60. The first Directors of the Company shall be the persons named with their consent in the application for registration of the Company.
61. Subject to Sub-Clause b. there shall be no restriction on the number of Directors but the Company may by resolution in a general meeting:
 - a. set a maximum number of Directors;
 - b. set a minimum number of Directors providing that the minimum number shall not be less than three; or
 - c. increase or reduce the maximum or minimum number of Directors so determined providing that the minimum shall not be less than three.

62. Every Director appointed under this Constitution shall hold office for three years or until the first general meeting of the Company after the expiry of the three-year term which ever is the longer. A Director whose term has expired may stand for re-election and may be re-elected.
63. A Director may resign as a director of the Company by giving a written notice of resignation to the Company at its registered office.
64. Subject to the Act the Directors may at any time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors does not at any time exceed the number determined in the accordance with this Constitution.
65. To be eligible to be a Director a person shall be a member of the Company whose principal place of residence is in Greenhill.
66. The Directors may be paid all travelling and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company.
67. The Company may by ordinary resolution:
 - a. remove any Director before the expiration of his period of office, and may appoint another person in his stead; or
 - b. appoint a person as a Director.
68. In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director –
 - a. becomes an insolvent under administration;
 - b. 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;
 - c. resigns his office by notice in writing to the Company;
 - d. is absent without the consent of the Directors from meetings of the Directors held during a period of 6 months;
 - e. is directly or indirectly interested in any contract or proposed contract with the Company and fails to detail the nature of his interest as required by the Act (subject to the exception in Section 231 (10) of the Act where the Director is the sole Director and the sole member of the Company); or
 - f. ceases to be eligible to be a Director under Clause 65.

POWERS AND DUTIES OF DIRECTORS

69. Subject to the Act and to any other provision of this Constitution, the business of the Company shall be managed by or under the direction of the Directors, who may pay all expenses incurred in promoting and forming the Company, and may exercise all such powers of the Company as are not, by the Act or by the provisions of this Constitution, required to be exercised by the Company in general meeting.
70. Without limiting the generality of Clause 69, the Directors may exercise all the powers of the Company to borrow money, to charge any property or business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for debt, liability or obligation of the Company or of any other person.
71. The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to conditions as they think fit.
72. Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions invested in him.

73. All cheques, promissory notes, bankers 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 any such manner as the Directors determine.

PROCEEDINGS OF DIRECTORS

74. The Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.
75. A Directors meeting may be called at any time by a Director or a Director's assistant on the requisition of a Director, by giving reasonable notice individually to every other Director.
76. The Directors may meet together either in person or by telephone, telex, radio, conference, television or any other form of technology, audio or audio-visual instantaneous communication for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit. A resolution passed by such a conference shall, notwithstanding that the Directors are not present together at one place at the time of the conference, be deemed to have been passed at a meeting of the Directors held on the day at the time at which the conference was held. The provisions of this Constitution relating to the proceedings of Directors shall apply, in so far as they are capable of application, to such conferences.
77. Subject to the provisions of this Constitution, questions arising at a meeting of Directors shall be decided by a majority of votes of Directors entitled to vote on the resolution and any such decision shall for all purposes be deemed a decision of the Directors.
78. In the case of an equality of votes, the chairman of the meeting shall not have a casting vote and the motion will be taken to be defeated.
79. Notwithstanding any rule of law to the contrary or the holding by a Director of any office in the Company or in any other company or any other interest a Director may –
- a. hold any office or place of profit in any company in which the Company may be a shareholder or otherwise interested;
 - b. in any capacity enter into a contract arrangement or understanding with the Company;
 - c. help to constitute a quorum and vote at any meeting of Directors convened to deal with any contract arrangement or understanding; or
 - d. affix the common seal to and sign any instrument in respect of any contract, arrangement or understanding.
80. No contract, arrangement or understanding shall be avoided or rendered voidable by reason that the Director is or may be interested in that contract arrangement or understanding within the meaning of Section 231 of the Act or otherwise.
81. No Director shall be liable to account to the Company for any profit realised by him from any contract arrangement or understanding.
82. A Director entering into a contract arrangement or understanding shall disclose his interest in that contract arrangement or understanding in the manner mentioned in Section 231 of the Act (subject to the exception in Sub-Section (10) thereof where the Director is the sole Director and the sole member of the Company) PROVIDED THAT failure to make or record that disclosure shall not operate to avoid or render voidable the contract arrangement or understanding.
83. At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is such number as is determined by the Directors and, unless so determined, is two and the quorum must be present at all times during the meeting.
84. In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of appointing a person as a Director in order to make up a quorum for a Directors' meeting or of convening a general meeting of the Company even if the total number of Directors of the Company is not enough to make up the quorum.

85. The Directors shall elect one of their number as chairman of their meetings and may determine the period for which he is to hold office.
86. Where such a meeting is held and -
 - a. a chairman has not been elected as provided by Clause 82 or
 - b. the chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act;
 - c. the directors present shall elect one of their number to be chairman of the meeting.
87. The Directors may delegate any of their powers to a committee or committees consisting of such of their number as they think fit.
88. A committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of the Directors and a power exercised in this way is the same as if the Directors exercised it.
89. The members of such a committee may elect one of their number as chairman of their meetings.
90. Where such a meeting is held and -
 - a. a chairman has not been elected as provided by Clause 82; or
 - b. the chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act;
 - c. the members present may elect one of their number to be chairman of the meeting.
91. A committee may meet and adjourn as it thinks proper.
92. Questions arising from the meeting of a committee shall be determined by a majority of votes of the members present and voting.
93. In the case of an equality of votes, the chairman of the committee shall not have a casting vote and the motion will be taken to be defeated.
94. If all the Directors have signed a document containing a statement that they are in favour of a resolution of the Directors in the terms set out in the document, a resolution in those terms shall be deemed to have been passed at a meeting of the Directors held on the day on which the document was signed and at the time at which the document was last signed by a Director or, if the Directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Director.
95. For the purposes of Clause 94, two or more separate documents containing statements in identical terms each of which is signed by one or more Directors shall together be deemed to constitute one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents.
96. A reference in Clause 94 to all the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution.
97. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director are, notwithstanding that it afterwards discovered that there was some defect in the appointment of a person to be a Director or a member of the committee, or to act as a Director, or that a person so appointed was disqualified, as valid as if the person had been duly appointed and was qualified to be a Director or to be a member of the committee.

ALTERNATIVE DIRECTORS

98. A Director may appoint a person who is a member of the Company to be an alternate Director in his place during such period as he thinks fit.
99. An alternate Director is entitled to notice of meetings of the Directors and, if the appointor is not present at such a meeting, is entitled to attend and vote his stead.

100. An alternate Director may exercise any powers that the appointor may exercise and the exercise of any such power by the alternate Director shall be deemed to be the exercise of the power by the appointor.
101. The appointment of an alternate Director may be terminated at any time by the appointor notwithstanding that the period of the appointment of the alternate Director has not expired, and terminates in any event if the appointor vacates office as a Director.
102. An appointment, or the termination of an appointment, of an alternate Director shall be effected by a notice in writing signed by the Director who makes or made the appointment and served on the Company.
103. If the appointing Director requests the Company to give the alternate Director notice of meetings, the Company must do so.

MANAGING DIRECTOR

104. The Directors may from time to time appoint one or more of their number to the office of Managing Director for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in a particular case, may revoke any such appointment.
105. A Director so appointed shall have his appointment automatically terminated if he ceases from any cause to be a Director.
106. The Directors may, upon such terms and conditions and with such restrictions as they think fit, confer upon Managing Director any of the powers exercisable by them.
107. Any powers so conferred may be concurrent with, or be to the exclusion of, the powers of the Directors.
108. The Directors may at any time revoke or vary any of the powers so conferred on a Managing Director.

SECRETARY

109. A secretary of the Company holds office on such terms and conditions as the Directors determine.

COMMON SEAL

110. The Directors may provide a Common Seal for the Company and shall provide for the safe custody of that seal which shall only be used by the authority of the Directors previously given.
111. A document to which the seal is affixed shall be signed by a Director and countersigned by another Director the secretary or some other person appointed for that purpose;
112. A Director may affix the seal to or sign any instrument as aforesaid notwithstanding he may be in any way interested in the transaction.
113. A Company may execute a document without using a seal if the document is signed by a Director and counter-signed by another Director the secretary or some other person appointed for that purpose.

INSPECTION OF RECORDS

114. Subject to the Act the Directors shall determine, whether and to what extent, and at what time and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of members other than Directors, and a member other than the Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in general meeting.

NOTICES

115. The Company may give notice of a meeting to a member:
- a. personally; or
 - b. by sending it by post to the address for the member in the register of members or alternative address (if any) nominated by the member; or
 - c. by sending it to the fax number or electronic address (if any) nominated by the member; or
 - d. by any other means that the provisions of this Constitution permits.
116. 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 a meeting, 3 days 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.
117. A notice of meeting or other notice sent by fax or other electronic means shall be taken to be given on the business day after it was sent.
118. A notice may be given by the Company to the joint holders of a share by giving the notice to one of the members in respect of that share.
119. A notice may be given by the Company to a person entitled to a share in the consequence of the death or bankruptcy of a member by serving it on him personally or by sending it to him by post addressed to him by name, or by the title of the representative of the deceased or assignee of the bankrupt, or by any like description, at the address (if any) in Australia supplied for the purpose by the person or, if such an address has not been supplied, at the address to which the notice might have been sent if the death or bankruptcy had not occurred.
120. Notice of every general meeting shall be given in the manner authorised by Clause 115 to:
- a. every member entitled to vote at the meeting or to receive such notice in accordance of this constitution;
 - b. every person entitled to be a member in consequence of the death or bankruptcy of a member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting;
 - c. the auditor (if any) for the time of the Company; and
 - d. each Director.
121. No other person is entitled to receive notices of general meetings.

INDEMNITY OF OFFICERS, AUDITORS OR AGENTS

122. Every officer, auditor or agent of the Company shall be indemnified out of the property of the Company against any liability incurred by him in his capacity as officer, auditor or agent 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 in relation to any such proceedings in which relief is under the Act granted to him by the Court.