

Corporations Act 2001

A COMPANY LIMITED BY GUARANTEE

**CONSTITUTION
of
AUSTRALIAN FURNITURE ASSOCIATION LIMITED**

REGISTERED BY

CASTLE CORPORATE PTY LTD
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**CONSTITUTION OF
AUSTRALIAN FURNITURE ASSOCIATION LIMITED**

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**CORPORATIONS ACT
A COMPANY LIMITED BY GUARANTEE
CONSTITUTION OF**

AUSTRALIAN FURNITURE ASSOCIATION LIMITED

PRELIMINARY

1. EXCLUSION OF REPLACEABLE RULES

The replaceable rules contained in the Act do not apply to the Company.

2. DEFINITIONS

In this Constitution:–

Act means the *Corporations Act 2001* (Commonwealth).

Advisory Group means a group formed by the Board to advise the Board in respect of a particular issue.

AGM means the annual general meeting of the Company.

Affiliate Member means an organisation admitted to the membership class of affiliate member in accordance with this Constitution who is an Industry Participant.

Applicant means a Person who wishes to apply for membership of the Company.

Application for Membership means the form, the contents of which may be determined by the Board from time to time, which is to be used by an Applicant.

Appointed Director means a Director appointed in accordance with Article 50.

Association means the association known by the name of Australian Furniture Association Inc., ABN 15 443 447 002.

Board means the body which is comprised of the Directors for the time being.

Board Nomination Committee means the committee composed of the CEO and such Directors as determined from time to time by the Board for the purpose of determining:–

- (a) the outcome of Applications for Membership; and
- (b) who shall be recommended to the Board for appointment as an Appointed Director.

Chairman means:–

- (a) during Period 1, the person who held office as president of the Association;
- (b) after the conclusion of Period 1, the Director who is elected by the Board to the office of chairman.

Charged Member means a Member against whom an allegation has been made which may lead to the

Discipline of that Member.

CEO means the chief executive officer of the Company, who shall also hold the office of Secretary.

Company means the entity whose name upon the adoption of this Constitution was AUSTRALIAN FURNITURE ASSOCIATION LIMITED and shall be taken to mean the same entity by whatever name from time to time it may be called.

Corporate Member means a Member which is a company, a corporation or an incorporated body.

Director means a natural person appointed to the office of director of the Company for the time being.

Discipline means, in relation to a Charged Member, any type or form of penalty or sanction, financial or otherwise, imposed by the Board or the Company, including the suspension or expulsion of that Charged Member.

Disciplined Member means a Member who has been suspended, fined or expelled under Articles 20 or 21 hereof.

Financial Member means a Member who has paid by the relevant due date the Membership Fees and all other sums owed by that Member to the Company.

General Meeting means a meeting of the Members and includes any means by which Voting Members make a decision including but not limited to virtual meetings and circulating resolutions.

Guarantee means a promise given by each Member to pay to the Company a sum not exceeding:-

- (a) ten dollars (\$10.00) for all Members other than Individual Members; and
- (b) five dollars (\$5.00) for Individual Members,

to defray such liabilities and expenses of the Company upon its winding up or dissolution.

Importer Member means a Person admitted to the membership class of importer member in accordance with this Constitution and who is engaged in the import into Australia of finished furniture and/or flat packed furniture.

Individual Member means a natural person who is admitted to the class of individual member and who is an Industry Participant.

Industry means the supply of raw and finished materials for, and the design, manufacture, import, distribution, wholesaling and retailing of, furniture and furniture components in Australia.

Industry Participant means an Australian organisation or individual which is engaged in the Industry and includes an organisation and individual who educates people about the Industry and the students (holding a student card), apprentices and employees who are or wish to be employed in the Industry.

International Member means a Person admitted to the membership class of international member in accordance with this Constitution and who is domiciled in a country other than Australia and sells finished furniture and/or flat pack furniture to an Industry Participant in Australia.

Manufacturer Member means a Person admitted to the membership class of manufacturer member in accordance with this Constitution and who is engaged in the manufacture and supply of furniture.

Member means a Person whose name is entered in the Register as a member of the Company.

Membership Fees means the fees payable by Members of the Company on an annual basis as determined by the Board from time to time.

Notice of Allegation means a notice in writing issued by the Secretary to a Charged Member on the instruction of the Board.

Period 1 means the period commencing on registration of the Company and concluding from the conclusion of the AGM to be held in February 2014 or any adjournment of that meeting.

Period 2 means the period commencing at the conclusion of Period 1 and concluding as from the conclusion of the AGM to be held by November 2014 or any adjournment of that meeting.

Period 3 means the period commencing at the conclusion of Period 2.

Person includes:—

- (a) a natural person; and
- (b) a registered company, corporation or incorporated association.

Register means the register of Members.

Representative means a natural person appointed by a Member.

Representative Director means a Director elected in accordance with Article 49.

Seal means the common seal of the Company (if any).

Secretary means the secretary for the time being of the Company, and if there are joint secretaries, any one or more of such joint secretaries.

Service Address means the address nominated by a Member for the purpose of receiving notices from the Company.

Supplier Member means a Person admitted to the membership class of supplier member in accordance with this Constitution and who is engaged as a supplier to the Industry, but does not meet the eligibility criteria for a Manufacturer Member.

Unfinancial Member means a Member who is in default of a financial obligation (including the payment by the due date of Membership Fees) to the Company.

Voting Member means a Member who:—

- (a) has been granted membership of a class of membership which confers an entitlement to vote at a General Meeting; and

- (b) is not an Unfinancial Member.

3. INTERPRETATION

- (1) The *Acts Interpretation Act, 1901* (Commonwealth) shall apply in the interpretation of this Constitution as if it were an act of the Commonwealth.
- (2) Except so far as the contrary intention appears in this 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.
- (3) Words importing any one gender shall be deemed and taken to include all genders and the singular to include the plural and the plural the singular unless the contrary as to gender or number is expressly provided.
- (4) Any reference to any statute or any section, regulation or schedule of any statute or any other legislation is a reference to that statute as amended, consolidated, supplemented or replaced.

PURPOSE OF COMPANY

4. OBJECTS

The objects for which the Company is established are:-

- (1) to encourage, protect and promote the Industry;
- (2) to encourage and support Industry Participants;
- (3) to disseminate trading and other information of interest to its Members;
- (4) to promote and protect industrial design;
- (5) to adopt grading rules, standards of manufacture and conditions of delivery of furniture and furnishings, and generally to improve the standard of product produced by Industry Participants;
- (6) to disseminate among Members information on all matters affecting the Industry and Industry Participants and to publish, issue and circulate such papers, periodicals, books, circulars and other literary undertakings relating to technical and general knowledge of persons engaged in the Industry or as may seem conducive to any of these purposes;
- (7) to promote the legitimate interests of Industry Participants including protecting them by concerted action in accordance with law relating to the settlement of industrial and other disputes and all matters affecting them,

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 Unions Act.

MEMBERSHIP

5. FIRST MEMBERS

The first Members of the Company shall be those Persons who, immediately prior to the registration of the Company, were members of the Association and they:–

- (1) need not consent in writing to become a Member;
- (2) shall not be required to apply for membership;
- (3) shall be admitted as members of the same class as the membership to which they were admitted as a member of the Association.

6. ELIGIBILITY

- (1) Any natural person or corporation (incorporated or otherwise) committed to the objects of the Company may become a Member provided all eligibility requirements and other membership qualifications as set out in the By-Laws or elsewhere have been met.
- (2) The provisions of Article 6(1) shall not apply to the first Members.

7. APPLICATION

Any Person may apply for membership of the Company by submitting to the CEO:–

- (1) an Application for Membership;
- (2) an agreement in writing to provide the Guarantee;
- (3) an agreement in writing to be bound by the Constitution of the Company; and
- (4) payment of the entrance fee and the annual subscription for the first year, where relevant.

8. ADMISSION

- (1) All Applications for Membership shall be submitted by the CEO to the Board Nomination Committee which shall determine each Application for Membership. The Board Nomination Committee shall be entitled to use any criteria for determining whether to accept or reject an Application for Membership.
- (2) If the Board Nomination Committee determines to accept an Applicant's Application for Membership, the CEO shall, as soon as possible:–
 - (a) enter the name of the Applicant in the Register;
 - (b) notify the Applicant of the Board Membership Committee's determination.
- (3) An Applicant becomes a Member and is entitled to exercise the rights of membership when the name of the Applicant is entered in the Register.

- (4) The Board Nomination Committee may decline any Application for Membership and is not bound to give reasons why the Application for Membership was not accepted.
- (5) The CEO shall, as soon as possible after the Board Nomination Committee has declined an Applicant's Application for Membership:—
 - (a) notify the Applicant of the Board Membership Committee's determination;
 - (b) return to the Applicant the entrance fee and annual subscription paid by the Applicant, if any.

9. CLASSES OF MEMBERSHIP

- (1) By special resolution, the Company may create different classes of membership and may confer on each such newly created class of membership such rights, privileges or benefits as the Company sees fit.
- (2) Where different classes of membership have been created, the Board Membership Committee may, on accepting an Applicant's Application for Membership, admit an Applicant to a class of membership which appears appropriate to the Board Nomination Committee.
- (3) The following classes of Membership with the following rights shall exist upon registration of the Company:—
 - (a) **Manufacturer Member**
 - (i) the right to receive notice of, attend and vote at meetings of the Company;
 - (ii) the right for its Representative to stand for election as an Representative Director;
 - (iii) the right for its Representative to be appointed to any one or more Advisory Group.
 - (b) **Supplier Member**
 - (i) the right to receive notice of, attend and vote at meetings of the Company;
 - (ii) the right for its Representative to be nominated as an Appointed Director;
 - (iii) the right for its Representative to be appointed to any one or more Advisory Group.
 - (c) **Affiliate Member**
 - (i) the right to receive notice of and attend all meetings of the Company, but no right to vote;
 - (ii) the right for its Representative to be nominated as an Appointed Director;
 - (iii) the right for its Representative to attend and observe the proceedings of a Board meeting at any time;

- (iv) the right for its Representative to be appointed to any one or more Advisory Group.
- (d) **Importer Member**
 - (i) the right to receive notice of and attend all meetings of the Company, but no right to vote;
 - (ii) the right for its Representative to attend and observe the proceedings of a Board meeting if invited to do so by the Board;
 - (iii) the right for its Representative to be appointed to any Advisory Group, if invited to do so by the Board.
- (e) **Individual Member**
 - (i) the right to receive notice of and attend all meetings of the Company, but no right to vote;
 - (ii) the right to be nominated as an Appointed Director;
 - (iii) the to attend and observe the proceedings of a Board meeting if invited to do so by the Board;
 - (iv) the right to stand to be appointed to any one or more Advisory Group.
- (f) **International Member**
 - (i) the right to receive notice of and attend all meetings of the Company, but no right to vote;
 - (ii) the right for its Representative to attend and observe the proceedings of a Board meeting if invited to do so by the Board;
 - (iii) the right for its Representative to be appointed to any Advisory Group, if invited to do so by the Board.

10. REPRESENTATIVES

- (1) A Member may be represented by one (1) natural person nominated in writing as being the Representative of that Member. A Representative shall have all the rights and responsibilities of the appointing Member and do all things in the name of the appointing Member as if the Representative were that Member.
- (2) An Representative may be removed by the appointing Member by notice given in writing to the Board and, in that event, the Member may substitute another natural person as its Representative.

11. MEMBERSHIP FEES

The Board shall determine:–

- (1) the quantum; and
- (2) the due date for payment,

of the entrance fees, the annual subscription and any other Membership Fee which an Applicant or a Member is required to pay to be admitted or remain as a Financial Member.

12. REGISTER OF MEMBERS

- (1) The CEO will maintain a Register at the registered office of the Company.
- (2) When an Applicant has been accepted for membership, the CEO will cause the Applicant's name to be entered in the Register, thereupon conferring membership.

13. SERVICE ADDRESS

- (1) The Service Address of a Member in the Register will be the address nominated by the Member for the purpose of receiving notices from the Company and may be:–
 - (a) a residential address;
 - (b) a postal address;
 - (c) a business address;
 - (d) a facsimile number;
 - (e) an email address.
- (2) The Company shall use its best endeavours to use the Service Address nominated by each Member for the purpose of delivering notices.
- (3) Each Member must notify the CEO within fourteen (14) days of any change of name or Service Address of the Member and each such change shall be recorded in the Register.

14. RIGHTS OF MEMBERS

The rights of any Member will not be transferable.

15. LIABILITY OF MEMBERS

The liability of a Member is limited to the Member's Guarantee. This liability shall continue for the duration of the membership of a Member and for a period of twelve (12) months following the cessation of membership of a Member.

16. CESSATION OF MEMBERSHIP

Membership of the Company will terminate upon:–

- (1) receipt of a letter of resignation from a Member;

- (2) a Member being expelled or suspended in accordance with this Constitution;
- (3) death of a Member;
- (4) failure to pay Membership Fees after a period of ninety (90) days of the due date;
- (5) conviction of a Member of a criminal or serious civil offence;
- (6) insolvency or bankruptcy of a Member;
- (7) a Member ceasing to meet the eligibility requirements for the class of membership to which that Member has been admitted.

17. CONSEQUENCES OF LOSS OF MEMBERSHIP

A Member whose membership of the Company is terminated will be liable for all moneys due by that Member to the Company in addition to the Guarantee.

18. PROHIBITION ON CLAIMS ON COMPANY

A Member whose membership is terminated will not make any claim, monetary or otherwise, on the Company, its funds or property except as a creditor thereof.

19. PROHIBITION ON REPRESENTATION AS A MEMBER

Any Person who for any reason ceases to be a Member shall no longer represent themselves in any manner as being a Member.

20. ALLEGATION OF CHARGE

- (1) Any allegation that might lead to the discipline of a Member shall be lodged with the CEO in writing, signed by any Member and detailing the circumstance which gave rise to such allegation.
- (2) If the CEO considers the allegation to be such as may warrant the discipline of that Member, the CEO shall issue a Notice of Allegation to the Member informing the Member:-
 - (a) of the allegation; and
 - (b) the date at which the Board will meet to consider the allegation, such meeting to be held not less than twenty eight (28) days after the date of the Notice of Allegation; and
 - (c) inviting the Member to submit a written explanation to defend the allegation; and
 - (d) inviting the Member to present himself to the Board to answer any questions which the Board may ask of him and to present his defence of the allegation.
- (3) If the Member chooses to defend the allegation, the Member must submit a written explanation which must be received by the CEO not less than two (2) days prior to the Board

meeting at which the allegation is to be heard. Such explanation shall be tabled at the Board meeting at which the allegation is to be heard and reasonable opportunity must be given for the Member to appear before the Board to answer the allegation.

- (4) The Board may:-
- (a) by two-thirds majority vote, expel; or
 - (b) by a majority vote suspend or otherwise discipline

any Member for conduct inconsistent with any by-law, regulation or any provision contained in this Constitution or which in the opinion of the Board is unbecoming of a Member or prejudicial to the interests of the Company.

- (5) Any Member so disciplined, fined, suspended or expelled shall be notified in writing by the CEO within twenty one (21) days of such penalty being imposed.
- (6) Any Member who may be disciplined, fined, suspended or expelled shall have the right to appeal against such penalty.

21. APPEAL AGAINST DISCIPLINE

- (1) Any Disciplined Member who has been suspended, fined or expelled shall have the right to appeal against the decision of the Board at a General Meeting by giving notice of intention to appeal. Such notice must be received by the CEO within one (1) month of the deemed date of receipt of the notice referred to in Article 20(5). Such notice of appeal shall operate as a stay of implementation of any decision.
- (2) The Board shall be required to convene a General Meeting within three (3) months of the date of receipt of the notice referred to in Article 20(5) and shall give no less than one (1) month's notice of the date of that General Meeting to the Disciplined Member.
- (3) The Disciplined Member shall be given the opportunity of being heard at the General Meeting with or without a solicitor or counsel.
- (4) The Disciplined Member may be represented by another Member.
- (5) A solicitor, with or without counsel, may be engaged by the Company to assist the Company at such a meeting.
- (6) The Company shall be under no obligation to disclose to the Disciplined Member or any other Member the source of any information giving rise to the Discipline.
- (7) The Company shall, by a two-thirds majority, decide upon the appeal.

22. UNSUCCESSFUL APPEAL

A Disciplined Member whose appeal is unsuccessful shall pay to the Company all or any costs or expenses reasonably incurred by the Company in connection with the hearing of the appeal as the Board may determine.

23. CONSEQUENCES OF EXPULSION OR SUSPENSION

Any Member expelled from the Company may at any time apply to the Board to be readmitted as a Member.

24. INELIGIBILITY TO BE DIRECTOR

- (1) A person who is a Member is rendered ineligible to hold office as a Director following expulsion or during suspension unless that person is subsequently re-admitted as a Member.
- (2) An Representative who has been elected as a Director shall lose office if his or her appointing Member has been expelled or suspended.

MEETINGS OF MEMBERS

25. CONVENING GENERAL MEETINGS

- (1) The Board by simple majority, or any three (3) Directors, may whenever they think fit convene a General Meeting.
- (2) The Board must convene a General Meeting on the request of Members in accordance with section 249D of the Act. The Members may convene a General Meeting in accordance with sections 249E and 249F of the Act.

26. CONTENTS OF NOTICE OF GENERAL MEETINGS

A notice of a General Meeting shall specify:-

- (1) the place, the day and the time of the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
- (2) the general nature of the business to be transacted at the meeting; and
- (3) such other information as is required by section 249L of the Act.

27. MEETING AT SEVERAL VENUES

The Company may hold a General Meeting at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

28. PERIOD OF NOTICE OF GENERAL MEETING

Subject to the provisions of the Act relating to agreements for shorter notice, at least twenty one (21) days notice must be given of a General Meeting.

29. PERSONS ENTITLED TO NOTICE OF GENERAL MEETING

- (1) Notice of every General Meeting shall be given in the manner authorised by Article 80 to:-
 - (a) every Member and to every Director; and

- (b) the CEO; and
 - (c) the auditor for the time being of the Company.
- (2) No other person is entitled to receive notices of General Meetings.

30. ANNUAL GENERAL MEETING

- (1) Subject to the Act, an AGM shall be held at least once in every calendar year and within the period of five (5) months after the end of the financial year at such time and place as may be determined by the Directors.
- (2) The business of the AGM may include any of the following, even if not referred to on the notice of meeting:-
- (a) the consideration of the Annual Financial Report, Directors' Report and Auditor's Report;
 - (b) the election of Representative Directors;
 - (c) the appointment of the auditor;
 - (d) the fixing of the auditor's remuneration.

31. CHAIRMAN OF GENERAL MEETINGS

- (1) The Chairman of the Company shall chair all General Meetings.
- (2) Where a General Meeting is held and:-
- (a) a Chairman has not been elected as provided by Article 31(1); or
 - (b) the person so elected is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting,

the Members present shall elect one of their number to be Chairman of the meeting (or part of it).

32. QUORUM FOR GENERAL MEETINGS

- (1) 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.
- (2) A quorum is constituted by five (5) Voting Members entitled to attend and vote at a General Meeting.
- (3) For the purpose of determining whether a quorum is present, a person attending as a proxy, or as representing a body corporate that is a Voting Member, shall be deemed to be a Voting Member.

33. ADJOURNMENT OF GENERAL MEETINGS IF NO QUORUM PRESENT

If a quorum is not present within half an hour from the time appointed for the meeting:-

- (1) where the meeting was convened upon the request of Members - the meeting shall be dissolved; or
- (2) in any other case:-
 - (a) 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
 - (b) if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, then the meeting shall be dissolved.

34. ADJOURNMENT OF GENERAL MEETINGS IF QUORUM PRESENT

- (1) The Chairman shall adjourn a General Meeting from time to time and from place to place if the Members present with a majority of votes that may be cast at that meeting agree or direct the Chairman to do so. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (2) When a General Meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (3) Except as provided by Article 34(2), it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

35. VOTING AT GENERAL MEETINGS

- (1) At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is (before a vote is taken or before or immediately after the declaration of the result of the show of hands) demanded:-
 - (a) by the Chairman;
 - (b) by at least three (3) Voting Members (present in person or by proxy or representative) entitled to vote on the resolution;
 - (c) by a Voting Member or Voting Members (present in person or by proxy or representative) with at least 5% of the votes that may be cast on the resolution on a poll.
- (2) If a secret ballot is duly demanded:-
 - (a) by the Chairman; or
 - (b) by not less than one-third of the Voting Members present at the meeting in question, such number being determined by including persons who are personally present, and

persons who are represented by proxy or by corporate representative,

it shall be taken in such manner and, subject to Article 35(3), either at once or after an interval or adjournment or otherwise as the Chairman directs, and the result of the secret ballot shall be the resolution of the meeting at which the secret ballot was demanded.

- (3) A secret ballot demanded on the election of a Chairman or on a question of adjournment shall be taken immediately.

36. VOTING DEADLOCK

In the case of an equality of votes, whether on a show of hands or on a secret ballot, the Chairman of the General Meeting at which the show of hands takes place or at which the secret ballot is demanded has a casting vote in addition to any vote the Chairman may have in his capacity as a Member.

37. VOTING ENTITLEMENT

Subject to any rights or restrictions for the time being attached to any Member:-

- (1) at General Meetings or meetings of classes of Members each Voting Member may vote in person or by proxy or attorney or representative; and
- (2) on a show of hands or on a secret ballot, every person present who is a Voting Member or a representative of a Voting Member has one vote.

38. VOTING RESTRICTIONS

A Voting Member is not entitled to vote at a General Meeting unless all sums presently payable by that Member in respect of the Company have been paid.

39. OBJECTIONS TO VOTES

- (1) An objection may be raised to the qualification of a Member only at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- (2) Any such objection shall be referred to the Chairman of the General Meeting, whose decision is final.
- (3) A vote not disallowed pursuant to such an objection is valid for all purposes.

MEMBERS' REPRESENTATIVES

40. PROXIES

- (1) A Member may appoint their Representative or any other natural person as that Member's proxy to attend and vote for that Member at a General Meeting.
- (2) If a Voting Member has appointed both a Representative and a proxy, and if they are both present at a General Meeting, the proxy shall be the only person entitled to vote.

41. APPOINTMENT OF PROXY

- (1) An instrument appointing a proxy shall be in writing, and executed by the appointing Member, either by hand, under seal or executed in accordance with the Act or under the hand of an officer or attorney duly authorised.
- (2) 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 in the resolution except as specified in the instrument.
- (3) An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a secret ballot.

42. FORM OF PROXY

An instrument appointing a proxy shall be in a form that is similar as the circumstances allow to the form shown in Schedule A hereof.

43. VALIDITY OF PROXY APPOINTMENT

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 forty eight (48) hours before the time for holding the meeting or adjourned meeting at which the Voting Member named in the instrument proposes to vote, or, in the case of a poll, not less than twenty four (24) hours before the time appointed for the taking of the poll, at the registered office of the Company or at such other place in Australia as is specified for that purpose in the notice convening the meeting.

44. VALIDITY OF PROXY VOTE

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, if no intimation in writing of the death, unsoundness of mind or revocation before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

DIRECTORS

45. NUMBER OF DIRECTORS

The number of the Directors shall be:-

- (1) during Period 1: not less than six (6) nor more than ten (10) composed of:-
 - (a) not more than six (6) Representative Directors; and
 - (b) not more than four (4) Appointed Directors,
- (2) during Period 2 and Period 3: not less than six (6) nor more than nine (9) composed of:-

- (a) not more than six (6) Representative Directors; and
- (b) not more than three (3) Appointed Directors.

46. ALTERING THE NUMBER OF DIRECTORS

The Voting Members may from time to time by resolution fix the number of Directors or increase or reduce the number of Directors (but so that the number shall be not less than six (6) Representative Directors) and may also determine in what rotation (if any) the increased or reduced number is to go out of office. If the Members' resolution does not specify the term of the Director's appointment, the Director will hold office in accordance with Article 49.

47. ELIGIBILITY OF DIRECTORS

- (1) No person may become a Director unless that person has consented in writing to hold office as a Director and that written consent has been delivered to the CEO not less than thirty (30) days before the date fixed for the holding of the AGM at which the election is to be held. A consent shall be deemed to be a standing consent where the person is required to retire but wishes to be re-elected to office.
- (2) A person who wishes to hold office as an Representative Director:-
 - (a) must be a Manufacturer Member or the Representative of a Manufacturer Member;
 - (b) must be nominated in writing by two Manufacturer Members, and that written nomination is delivered to the CEO not less than thirty (30) days before the date fixed for the holding of the AGM at which the election is to be held unless the person is required to retire but wishes to be re-elected to office.
- (3) A person who wishes to hold office as an Appointed Director must be recommended for that office by the Board Nomination Committee, and, unless withdrawn by the Board Nomination Committee, such recommendation shall be deemed to be a standing recommendation where the person is required to retire but wishes to be re-elected to office.

48. NOTIFICATION OF CANDIDATES TO MEMBERS

The CEO shall include in the notice of the AGM an alphabetical listing of all candidates who wish to be elected to office as a Director at the forthcoming AGM. Each candidate is entitled to provide information of not more than 200 words to assist the Voting Members with their decision.

49. ROTATION OF DIRECTORS

- (1) Upon the conclusion of Period 1, the Chairman shall retire from office as both a Director and as Chairman. His office as Director shall be filled in accordance with Article 49(4). His office as Chairman shall be filled in accordance with Article 68(1) from the Directors then holding office.
- (2) Upon the conclusion of Period 2 and thereafter, one half of the Representative Directors and one half of the Appointed Directors shall retire. If the number of persons holding office as a Representative Director or an Appointed Director is not a multiple of two, then the number to retire shall be the number nearest to but not less than one half of those Directors.

- (3) Those Directors to retire under Article 49(2) shall be the Directors who have held office for the longest period of time, taking into account any period of office held in the Association which predated the registration of the Company. Where Directors have held office for the same period of time, the Director(s) to retire shall be determined by lot.
- (4) At every AGM, the Voting Members shall determine by simple majority which of the persons described below shall be elected to office:-
- (a) those who have retired from office as a Director in accordance with Article 49(2) and wish to be re-elected; and
 - (b) those who have filled a casual vacancy of a person who would have been required to retire in accordance with Article 49(3) if the person who created the vacancy had remained in office; and
 - (c) those who do not fall within the provisions of Articles 49(4)(a) and 49(4)(b) and wish to be elected to the office of Director and have met all eligibility criteria set out in Article 47,

provided the maximum number of Directors elected to office as set out in Article 45 is not exceeded.

- (5) If the number of candidates exceeds the number of vacancies to be filled, a secret ballot may be conducted if requested by not less than one quarter of the Voting Members present. The secret ballot shall be conducted as the Chairman directs.
- (6) If insufficient persons are elected to hold office as either a Representative Director or an Appointed Director, the retiring Directors, or such of them as have not had their places filled up, shall (if willing to act) continue in office until the AGM in the next year and so on from year to year until their places are filled up, unless and except insofar as Members determine at such meeting to reduce the number of Directors.
- (7) A Director who is not re-elected to hold office as a Director at an AGM shall hold office until the conclusion of the AGM.

50. ELECTION OF APPOINTED DIRECTORS

Subject to the provisions contained in Article 47(1) and Article 47(3), the Board by simple majority shall have power to elect a person to office as an Appointed Director.

51. TENURE OF DIRECTORS

Subject to any provision contained in this Constitution to the contrary, a Director shall hold office until the conclusion of the second AGM following his or her election.

52. CASUAL VACANCY OF DIRECTORS

- (1) In the event of a vacancy in the office of an Representative Director, the Manufacturer Members shall be invited to submit nominations for the office of Representative Director from their Representatives. Upon such nominations being received, the Voting Members shall elect

one such nominated person as a Representative Director to replace the person who created the vacancy.

- (2) In the event of a vacancy in the office of an Appointed Director, the Board Nomination Committee shall deliver one or more recommendations for the office of Appointed Director. Upon such recommendations being received, the Board shall elect one such recommended person as an Appointed Director to replace the person who created the vacancy.
- (3) A person elected to hold office as a Director pursuant to Article 52(1) or Article 52(2) shall hold office for the remainder of the term of the person who created the vacancy.
- (4) The continuing Directors may act notwithstanding any vacancy in their body but if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, the remaining Directors may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or of convening a General Meeting in emergencies but for no other purpose.

53. ALTERNATE DIRECTORS

No Director may appoint a person to be an alternate in his or her place.

54. LOSS OF OFFICE

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:–

- (1) dies or 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;
- (2) resigns from office by notice in writing to the Company;
- (3) is absent without the consent of the Directors from three (3) consecutive meetings of the Directors;
- (4) without the consent of the Company in General Meeting holds any other office of profit under the Company;
- (5) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of that interest as required by Article 63;
- (6) is the Representative of a Manufacturer Member and that Manufacturer Member is expelled or suspended as a Member in accordance with Articles 20 or 21;
- (7) becomes insolvent or bankrupt; or
- (8) is convicted of a serious criminal or civil offence.

55. REMOVAL OF A DIRECTOR

The Members may at any time and from time to time, in accordance with the provisions of s 203D of the Act remove any Director.

56. DEFECTS IN APPOINTMENT OF DIRECTORS

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 is 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.

57. REMUNERATION OF DIRECTORS

The Directors may receive remuneration for their services provided that such remuneration has been approved by all Directors and that the rate of remuneration is fair and reasonable and is on reasonable commercial terms. Such remuneration shall accrue on a daily basis.

58. REIMBURSEMENT OF EXPENSES

A Director shall be entitled to receive:-

- (1) reimbursement of out-of-pocket expenses incurred in carrying out the duties of a director where the payment does not exceed the amount previously approved by the Board; or
- (2) payment for any service rendered to the Company in a professional or technical capacity where the provision of that service has the prior approval of the Board and the amount payable is approved by a resolution of the Board and is on reasonable commercial terms; or
- (3) payment as an employee of the Company where the terms of employment have been approved by resolution of the Board.

59. POWERS OF DIRECTORS

- (1) The Board may exercise all powers of the Company as are not, by the Act or by this Constitution, required to be exercised by the Company in a General Meeting.
- (2) Subject to the Act and to any other provision of this Constitution, the role of the Board shall be to set goals for the Company, formulate strategy, approve business plans presented by management, review and approve annual budgets, monitor management performance and business results, set and review policies, approve reports to members and ensure compliance obligations are met.
- (3) 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 in such manner as the Directors determine.

60. APPOINTMENT OF COMPANY ATTORNEY

- (1) The Directors may, by power of attorney, appoint any person or persons (either by name or by reference to position or office held) 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 such

conditions as they think fit.

- (2) 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 vested in him.

61. DELEGATION OF POWERS

- (1) Subject to Article 61(2), the Directors may delegate any of their powers to a committee or committees consisting of such of their number as they think fit.
- (2) To ensure the Chairman retains independence, the Chairman shall not be eligible to become a member or the chairman of a committee, is not entitled to cast a vote on any matter for determination by a committee but is entitled to attend, observe and speak at any committee meeting.
- (3) A committee to which any powers have been delegated shall exercise the powers delegated in accordance with any directions of the Directors and a power so exercised shall be deemed to have been exercised by the Directors.
- (4) The members of such a committee may elect one of their number as chairman of their meetings.
- (5) Where such a meeting is held and:-
 - (a) a chairman has not been elected as provided by Article 61(4); or
 - (b) the person so elected is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting,the members present shall elect one of their number to be chairman of the meeting or part of it.
- (6) A committee may meet and adjourn as it thinks proper.
- (7) Questions arising at a meeting of a committee shall be determined by a majority of votes of the members present and voting.
- (8) In the case of an equality of votes, the chairman shall not have a casting vote in addition to any vote the chairman may have in the capacity as a committee member.
- (9) The Chairman shall be entitled to attend meetings of any committee but shall not be entitled to vote at such meetings.

62. DUTIES OF DIRECTORS

A Director shall act consistently with the statutory duties of Officers as provided in the Act and with the common law duties imposed on Directors.

63. MATERIAL PERSONAL INTERESTS

- (1) Every Director shall observe the provisions of Section 191 of the Act relating to the disclosure of the interest of Directors in contracts or proposed contracts with the Company or of any office or property held by Directors which might create duties or interests in conflict with their duties or interests as Directors. It shall be permissible for a Director to give the other Directors a standing notice about a material personal interest provided such standing notice is given in accordance with Section 192 of the Act.
- (2) If a Director has a material personal interest which requires disclosure under the Act, the disclosure must be made before the Directors vote on any resolution which deals directly or indirectly with the material personal interest.
- (3) Where a Director has disclosed his material personal interest in a matter:–
 - (a) the Director at any meeting of Directors at which such matter is to be considered shall not be entitled to be present while the matter is being considered at the meeting nor to vote on any matter pertaining to the matter unless:–
 - (i) those Directors who do not have a material personal interest in the matter have passed a resolution that:–
 - (A) identifies the Director, the nature and extent of the Director's interest in the matter and its relation to the affairs of the Company; and
 - (B) states that those Directors are satisfied that the interest should not disqualify the Director from voting or being present; or
 - (ii) the interested Director has obtained a declaration or order made by the Australian Securities and Investments Commission or its successor which entitles the Director to be present and to vote;
 - (b) if the matter is approved by the Directors, that matter may proceed, notwithstanding the Director's conflict;
 - (c) the Director shall not be liable to account to the Company for any profit realised by any such transaction;
 - (d) any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested cannot be avoided by the Company on the grounds of the interest of the Director in the contract or arrangement.
- (4) Provided the Director observes the provisions of sections 191 and 195 of the Act, no Director shall be disqualified by his office from contracting or entering into any arrangement with the Company either as vendor, purchaser or otherwise.

MEETINGS OF DIRECTORS

64. FREQUENCY OF BOARD MEETINGS

The Board may meet together for the despatch of business and adjourn and otherwise regulate its meetings as it thinks fit and determine the quorum necessary for the transaction of business.

65. CONVENING BOARD MEETINGS

The Board may at any time, and the CEO shall on the requisition of a simple majority of Directors, convene a meeting of the Directors.

66. NOTICE OF BOARD MEETINGS

Reasonable notice in the circumstances must be given of all Board meetings to the Directors and the CEO, unless all Directors and the CEO consent to waive the requirement for notice of a Board meeting.

67. QUORUM FOR BOARD MEETINGS

- (1) At a meeting of the Directors, the number of Directors whose presence is necessary to constitute a quorum is such number as is from time to time determined by the Directors and, unless so determined, is five (5) Directors, provided that each such person is a Director and is entitled under the Act to vote on a motion that may be moved at that meeting.
- (2) No meeting of the Directors shall take place unless the CEO is present.

68. CHAIRMAN OF BOARD MEETINGS

- (1) At the first Board meeting following each AGM, the Directors shall elect one of their number as Chairman of its meetings and determine the period for which such Chairman is to hold office.
- (2) Where a meeting of the Directors is held and:
 - (a) a Chairman has not been elected as provided by Article 68(1); or
 - (b) the person so elected is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting,

the Directors present shall elect one of their number to be Chairman of such meeting or part of it.

69. VOTING ON BOARD RESOLUTIONS

- (1) Subject to this Constitution, questions arising for determination by the Board shall be decided by a majority of votes of Directors present and voting and any such decision shall for all purposes be deemed a decision of the Directors.
- (2) Unless provided otherwise, each Director is entitled to cast one (1) vote on each matter for determination.
- (3) The CEO is not entitled to vote on any resolution for determination by the Board.

70. VOTING DEADLOCK

In the case of a deadlock in the voting on a particular motion:—

- (1) the Chairman shall not have a casting vote in addition to any vote the Chairman may have in the capacity as a Director; and
- (2) the motion will not be carried.

71. VIRTUAL MEETINGS OF DIRECTORS

- (1) Without limiting the generality of Article 65, a meeting of Directors may be called or held using any technology consented to by all the Directors. A consent of a Director for the purposes of this Article may be a standing one. A Director may only withdraw his consent within a reasonable time before the meeting of Directors.
- (2) For the purposes of this Constitution, the contemporaneous linking together by an instantaneous communication device of the CEO and a number of Directors not less than the quorum, whether or not any one or more of the Directors is out of Australia, shall be deemed to constitute a meeting of the Directors and all the provisions of this Constitution as to meetings of the Directors shall apply to any such meeting held by an instantaneous communication device so long as the following conditions are met:-
 - (a) The CEO and all the Directors for the time being entitled to receive notice of the meeting of Directors shall be entitled to notice of a meeting held by an instantaneous communication device and to be linked by an instantaneous communication device for the purpose of such meeting. Notice of any such meeting shall be given on the instantaneous communication device or in any other manner permitted by this Constitution; and
 - (b) The CEO and each of the Directors taking part in the meeting by an instantaneous communication device must be able to hear each other.
- (3) A Director may not leave a meeting held by an instantaneous communication device by disconnecting his instantaneous communication device unless he has previously expressly notified the Chairman of the meeting of his intention to leave the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during such a meeting until such notified time of his leaving the meeting.
- (4) A minute of the proceedings at meetings held by an instantaneous communication device shall be sufficient evidence of such proceeding and of the observance of all necessary formalities if certified as a correct minute by the Chairman of the meeting.
- (5) For the purpose of this Article instantaneous communication device shall include telephone, television or any other audio and/or visual device which permits instantaneous communication.

72. PASSING RESOLUTIONS WITHOUT MEETINGS

- (1) If it is proposed that a motion be put to the Directors for resolution, notice of that motion must carry a recommendation from the CEO.

- (2) All Directors entitled to vote on a resolution have signed a document containing a statement that they are in favour of a resolution of the Directors in 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, whichever is the latest.

73. DEEMED DOCUMENT OF RESOLUTION

For the purposes of Article 72, 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 document.

OTHER OFFICERS

74. SECRETARY

The Secretary holds office on such terms and conditions, as to remuneration and otherwise, as the Directors determine.

INSURANCE AND INDEMNITY OF APPLICABLE PERSONS

75. APPLICABLE PERSONS

The provisions of Articles 76, 77, 78 and 79 shall apply to Applicable Persons, which expression shall include:—

- (1) every person who is or has been an Officer of the Company;
- (2) every person who is or has been an Officer of a Related Body Corporate of the Company;
- (3) the CEO;
- (4) if the Directors determine, an employee or former employee of the Company or a Related Body Corporate of the Company;
- (5) if the Directors determine and to the extent permitted under the Act, an auditor or former auditor of the Company or a Related Body Corporate of the Company.

76. INSURANCE

- (1) To the extent permitted under the Act, the Company may pay, or agree to pay, a premium in respect of a contract insuring any one or more Applicable Persons against any liability incurred by the Applicable Person PROVIDED THAT the liability does not arise out of conduct involving:—

- (a) a wilful breach of duty in relation to the Company or a Related Body Corporate of the Company; or
 - (b) a contravention of section 182 or 183 of the Act.
- (2) To the extent permitted under the Act, the Company may pay, or agree to pay, an Applicable Person for costs and expenses incurred by that Applicable Person in defending proceedings, whatever the outcome of the proceedings.

77. INDEMNITY

- (1) The Company does not exempt an Applicable Person from a liability to the Company incurred in their capacity as an Applicable Person.
- (2) To the extent permitted by the Act, the Company indemnifies any Applicable Person against non legal costs incurred as an Applicable Person except:—
- (a) for a liability owed to the Company or a Related Body Corporate of the Company;
 - (b) for a liability for a pecuniary penalty order under section 1317G or compensation order under section 1317H or section 1317HA of the Act;
 - (c) for a liability owed to a third party arising out of conduct involving a lack of good faith.
- (3) To the extent permitted by the Act, the Company indemnifies any Applicable Person against legal costs incurred in defending an action for a liability incurred as an Applicable Person except:—
- (a) in defending or resisting proceedings in which the Applicable Person is found to have a liability for which they could not be indemnified under Article 77(2); or
 - (b) in defending or resisting criminal proceedings in which the Applicable Person is found guilty; or
 - (c) in defending or resisting proceedings brought by the Australian Securities and Investments Commission (and any of its successors) or a liquidator for a court order if the grounds for making the order are found by a court to have been established; or
 - (d) in connection with proceedings for relief to the Applicable Person under the Act in which the Court denies relief.
- (4) Where the costs and expenses incurred by an Applicable Person under Articles 77(1), 77(2) or 77(3) are recovered by the Company under an insurance policy taken out or paid for by the Company pursuant to Article 76, the extent of the indemnification of an Applicable Person shall be reduced accordingly.

78. LOAN TO AN APPLICABLE PERSON

- (1) To the extent permitted by the Act, the Directors may give a loan or advance to an Applicable Person to assist with the payment of costs and expenses of the Applicable Person which may be incurred under Article 77, where, in the opinion of the Directors, the costs and expenses are

likely to become an amount for which the Company may become liable.

- (2) If, upon a determination of the proceedings, the costs and expenses for which the loan or advance was given are not the liability of the Company, the loan or advance given to the Applicable Person shall be recoverable according to the terms of the loan or advance.

79. DEFINITION OF PROCEEDINGS

In Articles 76, 77 and 78, the term proceedings means any proceedings and any appeal in relation to any proceedings, whether civil or criminal, being proceedings in which it is alleged that the Applicable Person has done or omitted to do some act, matter or thing in his capacity under which the person has become an Applicable Person (including proceedings alleging that the Applicable Person was guilty of negligence, default, breach of trust or breach of duty in relation to the Company or a Related Body Corporate).

ADMINISTRATION

80. NOTICES

- (1) A notice may be given by the Company to any Member either:-
- (a) by serving it on the Member personally;
 - (b) by sending it by post to the Member at the address shown in the Register or to the Service Address supplied by the Member to the Company for the giving of notices.
- (2) Where a notice is sent by:-
- (a) post, service of the notice shall be deemed to be effective by properly addressing, prepaying and posting a letter containing the notice, and to have been effected, in the case of a notice of a Member, 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.
 - (b) by facsimile transmission, service of the notice shall be deemed to be effected within twenty four (24) hours of the transmission, unless the Company receives notification that the transmission was not successful.
 - (c) by electronic transmission, service of the notice shall be deemed to be effected within twenty four (24) hours of the transmission, unless the Company receives notification that the transmission was not successful.

81. MINUTES

The Directors will cause minutes of:-

- (1) all proceedings and resolutions of General Meetings;
- (2) all proceedings and resolutions of meetings of the Directors, including meetings of a committee of Directors;

(3) resolutions passed by Members without a meeting;

(4) resolutions passed by Directors without a meeting,

to be duly entered into the books kept for that purpose in accordance with the Act.

82. EVIDENTIARY STANDING OF MINUTES

A minute recorded and signed in accordance with the Act is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.

83. INSPECTION OF MINUTE BOOKS

Books containing the minutes of General Meetings and resolutions passed by Members without a meeting will be open for inspection by any Member free of charge.

84. INSPECTION OF ACCOUNTING RECORDS AND OTHER DOCUMENTS

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, and a Member does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by a General Meeting.

85. EXECUTION OF DOCUMENTS

(1) The Company may have a Seal, known as the common seal, on which its name, its Australian Company Number and the words Common Seal are engraved.

(2) If the Company has a seal the Directors shall provide for the safe custody of the Seal.

(3) The Seal shall be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to authorise the use of the Seal.

(4) The Company may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by:-

(a) one Director and the CEO; or

(b) the CEO and another person appointed by the Directors for that purpose.

The signature of such persons may be affixed to the document by manual, autographic or mechanical means.

(5) The Company may execute a document without using a seal if the document is signed by:-

(a) one Director and the CEO; or

(b) the CEO and another person appointed by the Directors for that purpose.

- (6) A facsimile signature may not be affixed to a document unless the auditors, internal auditors or bankers of the Company have reported to the Board in writing that the document may be sealed in that manner.

86. CREATION, AMENDMENT AND REPEAL OF BY-LAWS

The Board has power to make By-Laws concerning membership application and qualification for membership of the Company and any other matter which the Board believes suitable for including in such By-Laws.

87. AMENDMENT OF CONSTITUTION

The Company may only alter this Constitution by special resolution passed at a General Meeting.

FINANCIAL MATTERS

88. ACCOUNTS

The Directors will cause to be kept proper books of account in which will be kept true and complete accounts of the affairs and transactions of the Company. Proper books will not be deemed to be kept unless the books give a true and fair view of the state of the Company's affairs and explain its transactions.

89. AUDIT

- (1) A registered company auditor may be appointed. No appointment of an auditor shall be effective unless the auditor has first tendered to the Company a signed consent to so act.
- (2) The auditor must not be an Officer of the Company.
- (3) The first auditor shall be the auditor appointed to audit the financial affairs of the Association and such auditor shall hold office until the first AGM of the Company.
- (4) The Company must:—
- (a) at its first AGM appoint an auditor or affirm the appointment of the auditor who audited the financial affairs of the Association to audit the financial affairs of the Company, and
 - (b) at each subsequent AGM, if there is a vacancy in the office of auditor, appoint an auditor to fill the vacancy.
- (5) An auditor appointed pursuant to Article 89(4) shall hold office until resignation or removal from office or until the auditor is not capable of acting as auditor for any reason.
- (6) An auditor may be removed by resolution passed at a General Meeting.
- (7) Where an auditor resigns or is removed in accordance with Article 89(6), the Board may appoint another person to be the auditor.

- (8) The auditor appointed pursuant to Article 89(7) shall remain as auditor until the next AGM, whereupon his appointment shall be subject to the ratification or otherwise of the Members.

90. APPLICATION OF INCOME AND PROPERTY

- (1) The income and property of the Company however derived will be applied solely towards the promotion of the objects of the Company as set out in Article 4 in this Constitution, and no portion of the income or the property of the Company will be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members.
- (2) Nothing in this Constitution shall prevent the payment in good faith:—
- (a) of the payments contained in Articles 57 and 58 hereof;
 - (b) payment of insurance premiums to the extent permitted by the Act; and
 - (c) indemnification to the extent permitted by the Act and this Constitution.

91. DIVIDENDS AND RESERVES

No payment of dividends or other distributions to Members shall be made.

WINDING UP

92. PROCEDURE

The Company may be dissolved by a special resolution of Voting Members.

93. CONTRIBUTION OF MEMBERS ON WINDING UP

Every Member undertakes to contribute an amount not exceeding the Guarantee to the assets of the Company in the event of the Company being wound up:-

- (1) if the Member holds membership at the time of that event, or
- (2) if the Member held membership within one year of that event,

for the payment of the debts and liabilities of the Company contracted whilst the Member or past Member as the case may be was a Member, and the costs charges and expenses of winding up and for the adjustment of the rights of the Members amongst themselves.

94. DISTRIBUTION OF PROPERTY ON WINDING UP

Where on the winding up of the Company or dissolution of the Company, there is a surplus of assets after satisfying all the Company's liabilities and expenses, the surplus will not be paid or distributed to the Members but will be given or transferred to such other institution or company having similar objects to those described in Article 4, is an institution or body and which prohibits the distribution of income, profit or assets to its Members and which has gained approval to be recognised as a body whose income is exempt from taxation. Such institution or company will be determined by the Voting Members on or before the time of such winding up or dissolution, failing such determination the

institution or company shall be determined by application to the Supreme Court in the deemed State of registration.

SCHEDULE A

AUSTRALIAN FURNITURE ASSOCIATION LIMITED

I/We . _____ [Name of Member]

being a:

- Manufacturer Member
- Supplier Member

of the abovenamed Company, hereby appoint:-

_____ [Name of proxy]

or, in his absence, the Chairman of the meeting as my/our proxy to vote for me/us on my/our behalf at the General Meeting to be held on the date shown below and at any adjournment of that meeting.

Date of General Meeting: _____, 20__

EXECUTED this _____ day of _____, 20__

EXECUTED for and on behalf of
the above-named Member by its
duly authorised signatory: _____

Full name of authorised signatory: _____

If the Member wishes to direct the above proxy to vote in accordance with the Member's voting intentions, the Member must indicate his/her/its/their voting intentions below:-

	Vote for	Vote against	Abstain
Resolution 1			
Resolution 2			
Resolution 3			

