1. INTERPRETATION AND DEFINITIONS

1.1 In this Constitution, unless there is something inconsistent in the subject or context, the following words and expressions shall have the following meanings:

“The Act” shall mean the Corporations Act in force from time to time and any reference to the Act or a section of the Act shall mean a reference to the Corporations Act and the particular section of the Corporations Act;

“The Company” shall mean The Peninsula School ACN 004 451 192;

“Directors” and “Board” shall mean all or any number of the Directors for the time being of the Company acting in accordance of this Constitution;

“Office” or “Registered Office” shall mean the registered office for the time being of the Company.

A “General Member” means a person who satisfies the criteria for membership of the Company as outlined in clause 9 of this Constitution.

A “Representative Member” means a person who satisfies the criteria for membership of the Company as outlined in clause 10 of this Constitution.

A “Board Member” means a person who is appointed as a Director of the Company in accordance with clause 15 of this Constitution. A Board Member need not be a member of the Company.

“Paid” shall mean paid or credited as paid.

“This Constitution” shall mean the clauses forming part of the Company's Constitution as originally adopted or as from time to time added to or amended.

The “Company Secretary” shall mean and include the Company Secretary and any assistant or acting Company Secretary and any other person for the time being appointed to perform whether alone or in addition to any other person or persons the duties of a Secretary of the Company.

“Signature” shall mean the impression of a mark by hand facsimile mechanical electronic or other means which is properly authorised by the person purported to have signed the document, signed shall mean the result of a signature produced by any means defined above.
“Special resolution” shall have the meaning assigned to that expression by section 9 of the Act.

“In writing” and “written” shall include printing and lithography and other modes of reproducing or representing words in a visible form and shall include electronic means provided the same can be recorded in a permanent form.

“Words” or “Expressions” contained in this Constitution shall be interpreted in accordance with the provisions of the law as in force at the date of which such interpretation is required.

1.2 In this Constitution unless a different intention appears:

(a) Words importing a singular number only shall include plural number and vice versa;
(b) Words importing one gender only shall include the other gender;
(c) Words importing persons shall include companies and corporations.

1.3 Any heading or marginal note inserted in this Constitution is included for convenience only and shall not affect the construction of this Constitution.

1.4 A reference to any legislation, regulation or government guideline shall be interpreted as a reference to that legislation, regulation or guideline as amended, replaced or re-enacted.

1.5 In the event that any clauses of this Constitution shall be inconsistent with or in breach of any of the provisions of the Act, then those clauses shall be read down to the extent that they shall comply with the Act and any clause that is inconsistent with or in breach of the provisions of the Act shall be deemed to be struck out and shall not form part of this Constitution.

1.6 In the event that the provisions of the Act permits an act to be done, a decision to be made or a meeting to be held in a way that is more convenient for the Company or the Directors or is more favourable to the Members or the Directors than as required or permitted by this Constitution then the Directors may but shall not be obliged so to do (unless the Act so requires) to make the decision, take the action, give the notice or hold the meeting or do the particular thing as is permitted and in the time and in the manner permitted by the Act.

1.7 Any reference to a “Subscriber Member” shall be interpreted as a reference to a “General Member”.

2. **NAME**

The name of the Company is “The Peninsula School”.

3. **OBJECTS**

The primary object of the Company is to provide education services.

4. **POWERS**

The legal capacity and powers of the Company are the legal capacity and all the powers given to a company by the Corporations Act.

5. **LIABILITY OF MEMBERS**

5.1 The liability of the Members is limited.

5.2 Every Member of the Company undertakes to contribute to the property of the Company in the event of the same being wound up while he or she is a Member or within one (1) year after he or she ceases to be a Member for payment of the debts and liabilities of the Company (contracted before he or she 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 amount as may be required not exceeding fifty dollars ($50.00).

6. **DISTRIBUTIONS**

6.1 The income and property of the Company from wherever derived must be applied solely towards promoting the objects and purposes of the Company as provided in this Constitution and no portion thereof shall be distributed paid or transferred directly or indirectly by way of dividend, bonus, profit or otherwise to the Members of the Company.

6.2 The Company must not distribute, pay or transfer to the Members directly or indirectly by way of dividend, bonus, profit or otherwise any of the property or income of the Company, provided that nothing shall prevent the payment in good faith of remuneration to any officers or servants of the Company or to any Member of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual way of business.

6.3 No Director may be paid for serving as a Director save for reimbursement of reasonable expenses associated with conducting Company Business approved by the Board.
7. **LIMITATIONS ON DISTRIBUTIONS**

If upon the winding-up or dissolution of the Company there remains after satisfaction of all its debts and liabilities any property whatsoever it shall not be paid to nor distributed among the Members of the Company but shall be given or transferred to some other institution or Company having objects similar to the objects of the Company and whose Memorandum of Association or Constitution shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company under this Constitution. Such institution or institutions is to be determined by the Members of the Company at or before the time of the dissolution and in default thereof by application to a Court of competent jurisdiction for determination.

8. **COMPANY MEMBERSHIP**

8.1 The Members of the Company at any particular point in time are the people who are General Members or Representative Members at that time.

8.2 If any Member shall wilfully refuse or neglect to comply with the provisions of this Constitution or shall be guilty of any conduct which in the opinion of the Board is prejudicial to the interests of the Company or in the opinion of the Board is suffering mental incapacity, the Board shall have power, by resolution to censure, suspend or expel the Member from the Company or apply any combination of penalties PROVIDED that at least two (2) weeks before the meeting of the Board at which such a resolution is considered the Member shall have had notice in writing of such meeting and of what is alleged against him or her and of the intended resolution and that he or she shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation he or she may think fit AND PROVIDED FURTHER that any such Member may by notice in writing lodged with the Secretary at least twenty-four hours before the time for holding the meeting at which the resolution is to be considered by the Board elect to have the question dealt with by the Company in general meeting. In that event a general meeting of the Company shall be called for that purpose and if at the meeting such a resolution be passed by a majority of two-thirds of those present and voting (such vote to be taken by ballot) the Member concerned shall be penalised accordingly and in the case of a resolution for expulsion the Member shall be expelled effective immediately.

8.3 A Member may at any time by giving notice in writing to the Secretary resign his or her membership of the Company but shall continue to be liable for any sum not exceeding $50 for which he or she is liable as a Member of the Company under Clause 5.2.

9. **GENERAL MEMBERS**

9.1 The General Members at any particular point in time are all of the people who, at that time:

(a) are Board Members;
(b) are previous Board Members who resigned as Board Members in the immediately preceding 5 year period;

(c) are previous Board Members who resigned as Board Members more than 5 years ago (“Senior Members”) and who have affirmed their membership in accordance with clause 9.2 for:

(i) each year which has passed since they became Senior Members;
(ii) the current year; and
(iii) the next year; or

(d) are former General Members who have been reinstated as General Members under clause 9.4 and have subsequently affirmed their membership annually in accordance with clause 9.2.

9.2 Subject to clause 9.3, Senior Members who are still Members must affirm their desire to remain as General Members annually to the Company Secretary in writing at or prior to each Annual General Meeting in order to continue as General Members. Senior Members who are still Members and do not affirm their desire to remain as General Members annually to the Company Secretary in writing at or prior to an Annual General Meeting will cease to be General Members with effect from that Annual General Meeting.

9.3 The Company Secretary must give each Senior Member who is still a Member written notice of the requirement that they affirm their membership in accordance with clause 9.2 by the next Annual General Meeting at least 60 days before the Annual General Meeting. If the Company Secretary fails to provide that notice in time then the time by which the Senior Members who are still Members must affirm their membership (and the expiration of their membership if they fail to affirm their membership in time) under clause 9.2 is extended to 60 days after they receive that notice.

9.4 A Senior Member who fails to affirm his or her membership in accordance with clause 9.2 may apply to the Board in writing to be reinstated as a General Member. The Board may grant or deny the application in its unfettered discretion by an ordinary resolution. Any such reinstatement takes effect from the date determined by the Board or, if none is specified, from when the Senior Member ceased to be a Member.

9.5 Each General Member has one (1) vote on each resolution considered by the Members.

10. REPRESENTATIVE MEMBERS

10.1 The only persons eligible to be “Representative Members” shall be the President (or other delegate) from time to time of an Approved Incorporated Body. Each of the following organisations is an Approved Incorporated Body:

(a) The Old Peninsula School Association Incorporated (Organisation Number A0017356L) or its legal successor;
(b) The Peninsula School Parents Association Incorporated (Organisation Number A0027343N) or its legal successor; and
(c) The Peninsula School Staff Association Incorporated (Organisation Number A0027586U) or its legal successor.
(d) Any other duly constituted organisation which the Board of Directors agrees can contribute Representative Members.

10.2 An Approved Incorporated Body which has appointed an individual as a Representative Member of the Company invests that individual with the authority to exercise all or any of the powers of the incorporated body in a meeting or in voting on a resolution
(a) at meetings of the Company’s Members
(b) at meetings of creditors
(c) in relation to any resolution to be passed without a meeting.

10.3 The appointment of an individual as a Representative Member shall be for a particular period of time, subject always to review by the Approved Incorporated Body appointing that individual.

10.4 If a person who is a Representative Member shall cease to be a person who is eligible for membership pursuant to clauses 8.2 or 10.3, then that person shall be deemed to have resigned immediately.

10.5 If a person ceased to be a Representative Member for any reason, then the organisation of which that person was the representative shall be entitled to nominate another person to be its Representative Member immediately.

10.6 Each Representative Member has three (3) votes on each resolution considered by the Members.

10.7 Representative Members of the Company are ineligible to be elected to be a Director of the Board.

11 EXTRAORDINARY GENERAL MEETINGS AND THE ANNUAL GENERAL MEETING

11.1 An Annual General Meeting of the Company shall be held in accordance with the provisions of the Act.

11.2 Extraordinary general meetings of the Company may also be convened using any of the relevant procedures set out in the provisions of the Act.

11.3 Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, twenty one (21) days notice at the least (exclusive of the day on which the notice is served or deemed to be served and exclusive of the day for which notice is given) - specifying the place, the day and the hour of meeting and in the case of special business the general nature of that business - shall be given to such persons as are entitled to receive such notices from the Company.
11.4 For the purpose of clause 11.3, all business shall be special that is transacted at an extraordinary general meeting and also all that is transacted at an Annual General Meeting with the exception of the consideration of the financial statements, the reports of the Directors and Auditors, the re-election of Directors and the appointment of the Auditors (if necessary).

12. PROCEEDINGS AT EXTRAORDINARY GENERAL MEETINGS OF THE COMPANY AND THE ANNUAL GENERAL MEETING OF THE COMPANY

12.1 No business shall be transacted at any meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, eight (8) Members present in person shall be a quorum.

12.2 If within half an hour from the time appointed for the meeting a quorum of eight (8) Members is not present then, if the meeting has been convened upon the requisition of Members and upon the unanimous agreement of those present in person, the required quorum shall reduce to five (5) Members. If five (5) Members are not present in person the meeting is dissolved. It shall be reconvened at such other day and at such other time and place as the Board may determine.

12.3 The Chair of the Board shall preside as chairperson at every general meeting of the Company or if there is no Chair or if the Chair is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act then the Members present shall elect one (1) of their Members to be chairperson of the meeting.

12.4 The chairperson may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting in a manner consistent with the requirements of the Act.

12.5 At any extraordinary general meeting or annual general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

(a) by the chairperson; or
(b) by at least three (3) Members present in person.

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

12.6 If a poll is duly demanded it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a chairperson or on a question of adjournment shall be taken forthwith.
12.7 In the case of an equality of votes whether on a show of hands or on a poll the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

12.8 A Member may vote in person or by proxy and shall in the case of a General Member have one (1) vote and shall in the case of a Representative Member have three (3) votes.


13.1 The instrument appointing a Proxy shall be in writing under the hand of the appointor Member or of his or her attorney acting under a Power of Attorney. The instrument appointing a Proxy shall be deemed to confer authority to demand or join in demanding a poll. A Member shall be entitled to instruct his or her Proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the Proxy may vote as he or she thinks fit.

13.2 The instrument appointing a Proxy may be in any form that makes it clear that a Proxy has been appointed provided that it shall be signed by the Member making the appointment and contain at least the following information:

(a) The Member's name and address;
(b) The Proxy's name and address;
(c) If the Proxy is on behalf of a Representative Member, the name of the Approved Incorporated Body the member represents;
(d) The meeting at which the appointment may be used;
(e) If the Member wishes to make a specific direction as to how the Proxy must vote on a particular issue then the instrument of appointment must specify the manner in which the vote must be exercised.

13.3 A Proxy shall only be valid for a meeting if at least 48 hours before that meeting the Company has received the instrument appointing the Proxy and, if the appointment is signed by the appointor's attorney, the original or a certified copy of the appointor’s Power of Attorney is also received.

13.4 The appointment of Proxy and the original or certified copy Power of Attorney (if appropriate) may be given to the Company by:

(a) delivering the same to the Company's registered office; or
(b) faxing the same to the facsimile number at the Company's registered office; or
(c) sending it to the electronic address at the Company’s registered office by scanning with the signatures clearly identifiable.

13.5 A Proxy who is not entitled to vote on a resolution as a Member may vote as a proxy for another Member who can vote as long as the appointment specified the way a person is to vote on the resolution and the proxy votes that way.
13.6 Unless the Company has received written notice of a revocation of proxy before the start or resumption of the meeting at which a Proxy votes, a vote cast by the Proxy will be valid even if prior to the proxy voting the Member having appointed the Proxy revokes the Proxy's appointment.

14. NOTICES

14.1 A notice may be given by the Company to any Member either personally or by sending it by post to the Member at the Member's registered office or the address if any supplied by the Member to the Company for giving of notices to the Member or to any address given by the Member to the Company for the delivery of facsimile messages or messages transmitted by electronic or like means. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing pre-paying and posting a letter containing the notice and to have been effected (except in the case of a notice of a meeting) at the time at which the letter would be delivered in the ordinary course of post and in the case of a facsimile notice or an electronic notice (except in the case of a notice of meeting) to be effected by properly addressing the facsimile or notice to the electronic address and dispatching the same by the appropriate electronic means and to have been effected four hours after the time of transmission.

14.2 Any notice by a court of law or otherwise required or allowed to be given by the Company to Members or any of them by advertisement shall be sufficiently advertised if advertised once in one daily newspaper circulating in the State or Territory capital city and metropolitan area of the State or Territory in which a majority of the Members have a registered address and in the case of joint holders shall be the address of the joint holder who is first named on the Register of Members.

14.3 Notice of every General Meeting shall be given in any manner authorised to:
   (a) every Member for whom the Company has a registered address or an address for the giving of notices; and
   (b) the Auditor or Auditors for the time being of the Company.

14.4 The accidental omission to give notice of a General Meeting to or the non-receipt of the notice by any person entitled to receive notice of a General Meeting under these articles does not invalidate the proceedings or any resolution passed at the meeting.

15. THE BOARD OF DIRECTORS

15.1 The Board shall consist of a minimum of seven (7) Directors and:
   (a) Shall include a minimum of six (6) Non-Executive Directors;
   (b) Shall include one (1) Non-Executive Director who is a Board approved nominee of the Anglican Archbishop of Melbourne.
   (c) May include up to three (3) Executive Directors.
15.2 From time to time the Board shall elect a Chairperson from among the sitting Directors.

15.3 The Non-Executive Directors (other than the Archbishop’s nominee) shall be appointed by the Board and each shall remain a Director until he or she ceases to be a Director for any of the reasons set out in clause 16 or clause 17.

15.4 The Non-Executive Director who is the Board approved nominee of the Anglican Archbishop of Melbourne (the Nominee) shall remain a Director until one of the following occurs:

(a) the expiration of a term of three (3) years from the date of nomination. At that time the Archbishop shall be requested to again nominate a Non-Executive Director to the Board in accordance with this Constitution provided that nothing shall prevent the Archbishop from nominating the same person to continue in that role for a further term of three (3) years or any subsequent three (3) year terms;

(b) the Archbishop withdraws his approval for the Nominee;

(c) the Nominee ceases to be a Director for any of the reasons set out in clause 17; or

(d) the Nominee is removed by the Board (which the Board may do without giving any reason).

15.5 The Executive Directors (if any) shall be appointed by the Board and each shall remain a Director until he or she ceases to be a Director for any of the reasons set out in clause 17 or because he or she is removed by the Board (which the Board may do without giving any reason). If an Executive Director ceases to be employed by the Company he or she will be deemed to have resigned as a Director.

15.6 A Secretary shall in accordance with the Act be appointed by the Board for such term and upon such conditions as it thinks fit and any Secretary so appointed may be removed by it. Nothing herein shall prevent the Board from appointing a Member of the Company, or a Director, as Secretary.

15.7 If the Business Manager of the School is appointed to act as Secretary to the Board and as Company Secretary that appointment is valid regardless of whether he or she has been elected to be an Executive Director of the Board.

15.8 It shall not be necessary for a casual or other vacancy on the Board to be filled, provided that the Board complies with the provisions of this clause 15.

15.9 The Board shall have the power at any time and from time to time to appoint any person as a Director either to fill a casual vacancy or as an addition to the existing Directors, provided that the person is qualified to be appointed pursuant to provisions of this clause 15 and provided that the Board complies with the provisions of this clause 15.
16. REVIEW OF BOARD MEMBERSHIP

16.1 The membership of the Board of each person who is a Non-Executive Director (excluding the Archbishop’s nominee) shall be reviewed by the Members of the Company in accordance with the following provisions.

16.2 Each person who is a Non-Executive Director (excluding the Archbishop’s nominee) shall have his or her membership of the Board reviewed by the Members of the Company:

(a) At the next Annual General Meeting to be held after three (3) years from his or her appointment to the Board; and

(b) Thereafter, at every third Annual General Meeting following the previous review of his or her membership of the Board.

16.3 At the Annual General Meeting at which a Non-Executive Director’s membership of the Board is to be reviewed, the Members of the Company shall vote on an ordinary resolution as to whether that Director should continue to be a Director of the Company. If the vote is that the Director should continue, then he or she shall be entitled to continue as a Director for a further three (3) years. If the vote is that the Director should not continue, then he or she shall cease to be a Director immediately.

16.4 The Company may by ordinary resolution of which special notice pursuant to Section 203D of the Act has been given remove any Non-Executive Director (other than the Archbishop’s nominee) even before the Annual General Meeting at which his or her membership of the Board is to be reviewed.

16.5 In the case of a person filling a casual vacancy on the Board, that person shall hold office on the same basis as his or her predecessor.

16.6 In the case of a person filling a vacancy other than a casual vacancy as a Non-Executive Director (other than the Archbishop’s nominee), that person shall be entitled to hold office in accordance with clause 16.2.

17. CEASING TO BE DIRECTOR

17.1 The position of a person as a Director of the Company or as Secretary of the Company shall cease and become vacant if:

(a) he or she dies; or

(b) resigns by notice in writing; or

(c) he or she is disqualified from acting as Director or as Secretary as a consequence of any provision of the Act; or

(d) he or she becomes mentally ill or his or her affairs comes under the protective jurisdiction; or

(e) he or she becomes bankrupt or makes an assignment to or composition with his or her creditors.
(f) in the case of an Executive Director, he or she ceases to be employed by the Company.

(g) in the case of a Non-Executive Director (other than the Archbishops nominee), he or she does not have tenure renewed at a meeting of the Company pursuant to clause 16.

18. POWERS AND DUTIES OF THE BOARD

18.1 The business of the Company shall be managed by the Board who may exercise all such powers of the Company as are not by the Act or this Constitution required to be exercised by the Company in general meeting (subject nevertheless to any provisions of the Act which are inconsistent with this Constitution) provided that any rule regulation or by-law of the Company issued or made by the Board may be disallowed by the Company in general meeting; and provided further that no resolution passed by the Company in general meeting shall invalidate any prior act of the Board which would have been valid had that resolution not been passed.

18.2 The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its property or any part thereof and to issue debentures and other securities whether outright or as security for any debt liability or obligation of the Company.

18.3 All cheques promissory notes drafts bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed drawn accepted endorsed or otherwise executed as the case may be by any two Directors or in such other manner as the Board from time to time determines.

18.4 The Board shall cause minutes to be made:

(a) of the names of the Directors present at all meetings of the Company and of the Board; and

(b) of all proceedings at all meetings of the Company and of the Board.

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

18.5 The Board shall cause proper accounting and other records of the Company (including any subsidiary or associate of the Company) to be kept and shall distribute copies of every Statement of Financial Performance and Statement of Financial Position (including every document required by law to be attached thereto) accompanied by a copy of the Auditors report as required by the Act to every Member. The Board shall cause to be made out and laid before each Annual General Meeting a Statement of Financial Performance and Statement of Financial Position made up to the end of the Company's financial year but in no case shall that date be more than four months before the date of the meeting.

18.6 A properly qualified Auditor or Auditors shall be appointed and his, her or their duties regulated in accordance with the Act. The Auditors shall report to the Members in accordance with the provisions of the Corporations Act.
18.7 The Board shall have the sole power to appoint, or terminate the appointment of, the Principal of the Peninsula School, who must be a member of the Anglican Church or any other Christian church.

18.8 The Principal of The Peninsula School shall have the sole power to appoint, or terminate the appointment of any other employee of the School including the Deputy Principal, the Business Manager and teachers, according to Board policy.

19. PROCEEDINGS OF THE BOARD OF DIRECTORS

19.1 The Board may meet together for the dispatch of business adjourn and otherwise regulate its meetings as it thinks fit. The Board will meet on at least eight occasions per annum.

19.2 Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination by a majority of the Directors present shall for all purposes be deemed a determination of the Directors. In case of an equality of votes the chairperson of the meeting shall have a second or casting vote.

19.3 If it is deemed necessary by the Board, members may vote by telephone, videoconference facilities or by other approved electronic communication on specific resolutions.

19.4 The quorum necessary for the transaction of the business of the Board shall be six (6) Directors or such greater number as may be fixed by the Board provided always that the number of Non-Executive Directors will be not less than the number of Executive Directors.

19.5 The continuing Directors may act notwithstanding any vacancy in the Board but if and so long as their number is reduced below the number fixed as the necessary quorum of the Board the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number or of convening a general meeting of the Company but for no other purpose.

19.6 The Chair shall preside as chairperson at every meeting of the Board or if there is no Chair or if at any meeting he or she is not present within fifteen minutes after the time appointed for holding the meeting or if being present is unwilling to preside then the Directors may choose one of their number to be chairperson of the meeting.

19.7 All acts done by any meeting of the Board or a committee or by any Director shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of the committee or Director or that the Directors or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a Director or committee member.

19.8 No proceedings of the Board shall be invalidated by reason of the fact that a Director takes part in a meeting or votes on a resolution of the Board whilst
disqualified unless the other Directors at the meeting knew of or could reasonably have known of the disqualification.

19.9 A resolution in writing signed by all Directors for the time being entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more Directors.

19.10 A document shall be validly executed and shall be binding upon the Company if it is signed by any two Directors or by one Director and the Secretary (who must not be the same person) acting with the authority of the Board and within the scope of that authority.

19.11 A Director and the Secretary may sign any instrument binding the Company notwithstanding that the Director and the Secretary may be in any way interested in the transaction.

20. BOARD COMMITTEES

20.1 The Board may refer issues of any nature to one or more committees consisting of such Member(s) and/or Director(s) of the Company and such other co-opted persons as the Board thinks fit, for the purpose of consideration and action. The Board shall not delegate any of its powers or functions to such committees. Such committees shall have no authority to make decisions for or on behalf of the Board but, instead, may make recommendations which the Board may or may not adopt in its absolute discretion. Any committee so formed shall conform to any regulation which may be given by the Board. All members of such advisory committees shall have one vote on that advisory committee.

20.2 Every committee or advisory committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and in the case of an equality of votes the chairperson shall have a second or casting vote.

21. INDEMNITY

21.1 Subject to the provisions of the Act every Director Secretary Manager or Officer of the Company or any person employed by the Company as Auditor shall be indemnified out of the funds of the Company against all liability incurred by such person as a Director Secretary Manager Officer or Auditor in defending any proceedings whether civil or criminal in which judgement is given in the persons favour or in which the person is acquitted or in connection with any application under the Act in which relief is granted to the person by a court.
21.2 Subject to the Act no Director Auditor or other officer of the Company shall be liable for the acts receipts neglect or defaults of any other Director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the inefficiency or deficiency of title to any property acquired by order of the Directors or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the monies of the Company shall be invested or for any loss or damage arising from the Bankruptcy insolvency or tortious act of any person with whom any monies securities or effects shall be deposited or for any loss occasioned by any error of judgement omission default or oversight on the persons part or for any other loss damage or misfortune whatsoever which shall happen in relation to those things unless the same shall happen through the persons own negligence default breach of duty breach of trust or dishonesty.

21.3 To the extent permitted by law the Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been a Director of the Company against liability:

(a) Incurred by the person in his or her capacity as a Director of the Company provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company a contravention of Sections 182, 183, 184(2) or 184 (3) of the Act; or

(b) For costs and expenses incurred by that person in defending proceedings, whatever their outcome.

22. MEDIATION

In the event that a dispute shall arise between the Directors or between the Directors and a Member or between the Members or between the Company and a Member concerning the affairs of the Company, the parties must attempt to resolve the dispute by mediation as follows:

(a) Either party may start mediation by serving a mediation notice on the other;

(b) The notice must state that a dispute has arisen and identify what is in dispute;

(c) The parties must jointly appoint a Mediator: If the parties fail to agree on the appointment within 7 days of service of the notice, a Mediator will be appointed by the President for the time being of the Law Institute of Victoria upon the application of either party;

(d) The parties must observe the instructions of the Mediator about the conduct of the mediation execute any written agreements that the Mediator may reasonably ask them to execute and make a genuine and determined effort to resolve the dispute;

(e) If the dispute is not resolved within 14 days after the Mediator is appointed or any other time that the parties are agreed to in writing, the mediation ceases;
(f) The Directors and the Members must as far as is reasonably practicable and provided to do so is not in breach of the Act maintain the status quo concerning the affairs of the Company whilst the mediation process is taking place;

(g) No request for arbitration may be made nor any application made to a court of law except in the case that the status quo concerning the affairs of the Company is not maintained until such time as the parties have attended a mediation meeting;

(h) Each party must pay an equal share of the cost of mediation to the Mediator;

(i) If the dispute is resolved, each party must sign the terms of the agreement and the terms are binding on the parties;

(j) The mediation procedure is confidential and written statements prepared for the Mediator or for a party and any discussions between the parties and between the parties and the Mediator before or during the mediation procedure cannot be used in any legal proceedings: The Mediator shall destroy any notes made during the mediation at the end of the mediation.

Dated: 27 April 2011