

Corporations Act, 2001
A Company Limited by Guarantee and Not for Profit

CONSTITUTION

of

TRANSFORM AID INTERNATIONAL LTD

(ACN 092 125 203)

(Adopted on transfer of registration: 18 April 2013)

(Amended: 22 May 2015)

(Amended: 26 February 2016)

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1. GENERAL

1.1 Definitions

(a) In this Constitution:

ABM means Australian Baptist Ministries (being the name by which The Baptist Union of Australia Incorporated, an association incorporated in the Australian Capital Territory, is more commonly known) and which is the national representative body of the Baptist denomination in Australia and through which State and Territory Baptist Unions and local Baptist churches partner together in support of key national and international ministries.

ABM National Council means the ABM body known as the National Council constituted under clause 7 of the constitution of ABM, and which governs the national and international ministries of ABM.

Act means the *Corporations Act, 2001* (Cth).

Auditor means any auditor of the Company appointed from time to time.

Board means the board of Directors.

Business Day means a day which is not a Saturday, a Sunday or a public holiday in Sydney.

Chief Executive Officer means the chief executive officer of the Company from time to time.

Company means Transform Aid International Ltd (ACN 092 125 203) or as it may otherwise be named from time to time, and which is registered under the Act as a company limited by guarantee (consequent upon a transfer of its registration as an incorporated association under the *Associations Incorporation Act, 2009* (NSW) when it was registered as 'Australian Baptist World Aid Incorporated').

Constitution means the constitution of the Company as contained in this document and as may be amended from time to time.

Director means a director of the Company from time to time.

GI means Global Interaction Incorporated, the cross-cultural mission of ABM.

Member means a person who is a member of the Company under the Act.

Register means the register of Members.

Registered Office means the registered office of the Company from time to time.

Seal means the common seal of the Company (if any) and includes any duplicate common seal and official seal of the Company.

Secretary means any person appointed to perform the duties of a secretary of the Company and includes an assistant secretary and any person appointed temporarily to perform the duties of secretary or assistant secretary.

- (b) Except so far as the contrary intention appears, 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.

1.2 Interpretation

In the interpretation of this Constitution, unless any contrary intention appears:

- (a) a reference to a clause, sub-clause, paragraph or Schedule is to a clause, sub-clause, paragraph or Schedule of this Constitution;
- (b) a reference to gender includes all genders;
- (c) words importing the singular include the plural and vice versa;
- (d) headings are for convenience only and do not affect interpretation;
- (e) a reference to a body (including an institute, association, authority, union, board or committee), whether statutory or not:
 - (1) which ceases to exist;
 - (2) whose powers or functions are transferred to another body; or
 - (3) whose name is changed from the name it had at the date this Constitution is adopted,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions or as such body may then become named, as applicable.

1.3 Section 46(1) instrument

Section 46(1) of the *Acts Interpretation Act, 1901* (Cth) applies in relation to this Constitution as if it were an instrument made under the Act as in force on the day when this Constitution became effective.

1.4 Exclusion of replaceable rules

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

1.5 Limited liability

The liability of the Members is limited.

1.6 Guarantee by Members

Every Member undertakes to contribute to the assets of the Company, in the event of it being wound up while he is a Member, or within 1 year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up the Company and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding ten dollars (\$10.00).

1.7 Objects of Company

The objects for which the Company is established are:

- (a) to act as the affiliated aid and development agency of ABM:
 - (i) by standing as a Christian non-government organisation (NGO) in faithfully, effectively and professionally bringing sustained relief to individuals and their communities from poverty, suffering, injustice and other misfortune across the developing world;
 - (ii) by working with local Christian organisations and other agencies in the developing world which provide and co-ordinate relief and development programs for individuals in communities with high levels of poverty to achieve for them sustained transformation;
 - (iii) by providing such local organisations and agencies with financial support, resources and training in social, health, economic and financial skills in order that more effective relief and development can be provided for individuals and communities in need across the developing world, and to aid these communities to identify, formulate and implement their own solutions to the problems and needs they face;
 - (iv) by establishing and assisting in the building of alliances with other organisations in various countries in the developing world to conduct disaster relief programs by carrying out emergency relief work both for immediate needs (including medical assistance, distribution of food and water and provision of temporary shelters) and longer-term rehabilitation for affected individuals and communities (including the re-establishment of homes and livelihoods), as well as working with vulnerable communities to assist them to prepare for potential disasters;
 - (v) by working with local agencies and representatives in the developing world to implement programs including child support for the building of skills of parents and communities in order to transform children's lives by addressing the causes of poverty and overcoming barriers to child wellbeing;
 - (vi) by participating in the activities of Christian groups globally, including Baptist denominations, in the provision of relief and development across the developing world;
 - (vii) by engaging in advocacy and educational programs with individuals, churches, corporate and political leadership, to raise awareness of, and engagement with, the issues which perpetuate poverty and injustice in the developing world, and to seek solutions to address these problems;
 - (viii) by encouraging the participation of churches, church leadership and individual supporters in addressing poverty and its impact on individuals, communities and nations across the developing world;

- (b) to accept any grant of financial assistance from any government authority or person, whether for capital costs or recurrent expenses, or otherwise, and to enter into any agreement, covenant or undertaking relating to the grant or supply of financial assistance or other moneys;
- (c) to enter into any arrangements with any government or authority, Commonwealth, State, local, municipal or otherwise, that may seem conducive to the Company's objects as set out in this **clause 1.7** or any of them; and to obtain from any such government or authority any rights, privileges and concessions as the Company may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (d) to undertake and execute any trusts for the purpose of directly or indirectly carrying out the objects of the Company set out in this **clause 1.7** and, as part of that object, to act as a trustee with all the powers vested in trustees in New South Wales under the general law, the *Trustee Act, 1925* (NSW) and any other applicable legislation in New South Wales; and
- (e) to do all such other acts, matters and things as may appear to be incidental or conducive to the attainment of the above objects or any of them or any objects of a like or similar nature.

1.8 Non-profit character of Company

The assets and income of the Company shall be applied solely and exclusively in the furtherance of its abovementioned objects and no portion shall be either distributed directly or indirectly (by way of dividend, bonus or otherwise) to the Members or be paid by way of directors' fees to the Directors. However, this clause does not prevent:

- (a) the payment in good faith of remuneration to any employee of the Company (including the Chief Executive Officer and whether or not that person is also a Director) or to any Member or other person in return for any services actually rendered to the Company; or
- (b) the payment to a member of the Board of out-of-pocket expenses incurred in carrying out the duties of a Director where the payments do not exceed an amount previously approved by the Board.

2. MEMBERSHIP OF COMPANY

2.1 Eligibility for Membership

Without limiting **clause 2.3**, no person (including each of the first Members) is eligible for membership of the Company unless that person is a member of a Baptist Church within the Commonwealth of Australia and has a personal relationship with the Lord Jesus Christ.

2.2 First Members

The first Members on the Company's registration (upon the transfer of its registration) shall be the members of the first Board (as named in **clause 5.3**) who have each consented in writing to become Members.

2.3 Members after registration

Following the registration of the Company (and subject to the provisions of this Constitution including such persons being individuals who are eligible pursuant to **clause 2.1**, and to **clause 2.4** regarding cessation of membership), the Members shall be, from time to time any person who is (or at the time of becoming a Member, is or becomes) a Director, provided that each such person has consented in writing to become a Member.

2.4 Cessation of membership

The membership of any Member shall be deemed to be personal and shall forthwith cease to exist if that person:

- (a) dies;
- (b) resigns from membership by notice in writing to the Company;
- (c) becomes a person whose person or estate is liable to be dealt with under the law relating to mental health;
- (d) is the subject of a resolution by not less than three-quarters of the members of the Board present at a Board meeting that the Member shall cease to be a Member (including, without limitation, in circumstances where the Member has, in the opinion of the Board, acted in a manner prejudicial to the interests of the Company or has persistently refused or neglected to comply with any provision of the Constitution or other Company practices or procedures), provided that the Member has had an opportunity of being present at the meeting and being heard in his defence;
- (e) ceases to be a member of a Baptist Church within the Commonwealth of Australia; or
- (f) ceases to be a Director.

2.5 Register of Members

- (a) Upon any person having become a Member pursuant to these clauses, the Secretary shall enter the name of such person in the Register.
- (b) Upon any person having ceased to be a Member pursuant to these clauses, the Secretary shall record that person's cessation of membership in the Register.

2.6 Membership entitlements not transferrable

A right, privilege or obligation which a person has by reason of being a Member:

- (a) is not capable of being transferred or transmitted to another person (except to the extent that the person may appoint a proxy in accordance with **clause 4.10**); and
- (b) terminates upon cessation of the person's membership.

2.7 No membership fee

A Member shall not be obliged to pay any membership fee or subscription.

3. GENERAL MEETINGS

3.1 Annual general meeting

An annual general meeting of the Company shall be held in accordance with the provisions of the Act, with the first annual general meeting to be held within 18 months after registration of the Company.

3.2 Extraordinary general meetings

All general meetings other than annual general meetings shall be called extraordinary general meetings.

3.3 Convening of extraordinary general meetings

- (a) The Board may, whenever it thinks fit, convene an extraordinary general meeting.
- (b) Extraordinary general meetings shall also be convened by the Secretary on receipt of a requisition signed by Members with at least 5% of the votes that may be cast. Any such requisition shall state the purpose for which an extraordinary general meeting is required. If such meeting is not convened within 21 days, the requisitionists or a majority of them may themselves convene the meeting.
- (c) Extraordinary general meetings shall also be convened and held as provided by the Act.

3.4 Notice for general meetings

Subject to the Act as regards short notice, a general meeting may only be held after the amount of notice required by the Act has been given.

3.5 Notices of general meeting

A notice of a general meeting must:

- (a) specify the place, date and time of the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
- (b) state the general nature of the meeting's business;
- (c) if a special resolution is to be proposed, state the resolution and the intention to propose it as a special resolution;
- (d) state that a Member has a right to appoint a proxy; and
- (e) state that a proxy must be a Member.

3.6 Persons to receive notices of general meeting

Notice of every general meeting shall be given to:

- (a) every Member;
- (b) every Director;
- (c) the Auditor; and
- (d) any other person who is entitled to receive notices of general meetings.

3.7 Non-receipt of notices of general meeting

Subject to the Act, non-receipt of the notice convening a general meeting by, or accidental omission to give such notice to, any person who is entitled to receive such notice shall not invalidate the proceedings at or any resolution passed at that meeting.

3.8 Postponement or cancellation of general meetings

- (a) The Board may postpone or cancel any general meeting whenever it thinks fit, other than a meeting convened under **clause 3.3(b)**.
- (b) The Board must give notice of the postponement or cancellation to all Members.

3.9 Meetings using technology

Meetings of Members may be held at 2 or more venues using any communication system which enables each participating Member to hear and be heard by each of the other Members participating in the meeting and which is approved by the Board and made known to the Members for the purpose of any meeting of the Members.

4. PROCEEDINGS AT GENERAL MEETINGS

4.1 Business of an annual general meeting

The business of an annual general meeting shall be:

- (a) to receive and consider the report of the Board;
- (b) to receive and consider the annual financial report, Directors' report and the Auditor's report thereon (as applicable);
- (c) to elect those members of the Board who are to be elected pursuant to this Constitution;
- (d) to appoint an Auditor or Auditors in place of those retiring;
- (e) to fix the Auditor's remuneration (as applicable); and

- (f) to transact any other business which under this Constitution (or any regulation made under the same) or the Act ought to be transacted at any annual general meeting.

All other business transacted at an annual general meeting and all business transacted at an extraordinary general meeting shall be deemed special.

4.2 Minimum notice for special business

Subject to the Act, no Member shall, as regards any special business, be at liberty to move at any general meeting any resolution not previously approved by the Board unless he has given not less than 21 days' notice in writing to the Secretary of his intention to move such resolution at such meeting and has included with such notice a copy of the resolution.

4.3 Quorum

- (a) Except for the election of a chair and the adjournment of the meeting, 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 and at the time the relevant business is considered.
- (b) A quorum at a general meeting shall be constituted by that number of Members present in person which is equivalent to two-thirds of the total number of Members, rounded down (where the result would otherwise be a fraction) to the nearest whole number.
- (c) For the purpose of determining whether a quorum is present:
- (i) a person attending as a proxy or as an attorney for a Member is deemed to be a Member; and
- (ii) if a person attends a meeting both as a Member and as a proxy, that person shall be counted only once.
- (d) If a quorum is not present within 30 minutes from the time appointed for the meeting:
- (i) where the meeting was convened on the requisition of Members, the meeting shall be dissolved; or
- (ii) in any other case:
- (A) the meeting stands adjourned to such day and at such time and place as the Board determines or, if no determination is made by the Board, to the same day in the next week at the same time and place; and
- (B) if a quorum is not present within 30 minutes after the start of the meeting, the meeting is dissolved.

4.4 Chair of meetings

- (a) If the Board has elected a chair of its meetings, that person may chair a general meeting.

- (b) Where a general meeting is held and:
- (i) a chair has not been elected by the Board; or
 - (ii) the chair is not present within 15 minutes after the time appointed for the commencement of the meeting or declines to act,
- if the Board has elected a vice-chair of its meetings, that person may chair the meeting.
- (c) Where a vice-chair elected by the Board is entitled to chair a general meeting and:
- (i) a vice-chair has not been elected by the Board; or
 - (ii) the vice-chair is not present within 15 minutes after the time appointed for the commencement of the meeting or declines to act,
- the Directors present may elect one of themselves to chair the meeting, and in default of their so doing or if no Director is present or if no Director present is willing to act as chair, the Members present shall elect one of themselves to be the chair.

4.5 Adjournments

- (a) The chair may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place. Only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (b) Where a meeting is adjourned for more than 30 days, notice of an adjourned meeting is to be given. Otherwise, notice of an adjourned meeting need not be given.

4.6 Voting at general meetings

- (a) A resolution put to the vote at a general meeting will be decided on the voices or on a show of hands at the discretion of the chair, unless a poll is demanded.
- (b) Where a resolution is decided on the voices or on a show of hands, a declaration by the chair is conclusive evidence of the result.
- (c) A poll may be demanded by:
- (i) the chair; or
 - (ii) 3 Members present in person or by proxy or attorney and entitled to vote on the resolution;
- either:
- (iii) before the vote is taken;

- (iv) before the voting results on the voices or on a show of hands are declared; or
- (v) immediately after the voting results on the voices or on a show of hands are declared.
- (d) A demand for a poll may be withdrawn.
- (e) In the case of an equality of votes, the chair has a casting vote in addition to any deliberative vote held in his capacity as a Member.

4.7 Polls

- (a) Subject to paragraph (b), a poll must be taken when and in the manner the chair directs.
- (b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.
- (c) If a poll (other than a poll referred to in paragraph (b)) has been taken, the chair may close the meeting before the result of the poll is declared.
- (d) If a meeting is closed pursuant to paragraph (c), the result of the poll must be declared within 2 Business Days after the closure of the meeting by either notice in a newspaper nominated at the meeting by the chair or by another means approved by the meeting.

4.8 Voting rights

Every Member either on a show of hands, the voices or upon a poll shall have 1 vote.

4.9 Objections to qualification to vote

- (a) An objection may be raised to the qualification of a voter only at or before the meeting at which the relevant vote objected to is given or tendered.
- (b) Any such objection shall be referred to the chair of the meeting whose decision is final.
- (c) A vote not disallowed under such an objection is valid for all purposes.

4.10 Proxies

- (a) A person who is entitled to attend and cast a vote at a meeting may vote personally or by proxy and, for that purpose, may appoint a person, who must be a Member, as proxy to attend and vote for the person.
- (b) An instrument appointing a proxy shall be in writing under the hand of the appointor or of the appointor's attorney duly authorised in writing.
- (c) An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote on the

resolution except as specified in the instrument but may vote otherwise as to procedural matters as he thinks fit.

- (d) An instrument appointing a proxy shall be deemed to confer authority to:
- (i) demand or join in demanding a poll; and
 - (ii) vote as the proxy sees fit on:
 - (A) an amendment moved to a proposed resolution, a motion that a proposed resolution not be put or similar; and
 - (B) a procedural motion.
- (e) An instrument appointing a proxy shall be in:
- (i) the form set out in the Schedule;
 - (ii) a form that is as similar to the form set out in the Schedule as the circumstances allow; or
 - (iii) such other form as is approved by the Board from time to time.
- (f) An instrument appointing a proxy is not valid unless the instrument, and the power of attorney or other authority (if any) under which the instrument is signed, or a certified copy, is or are received by the Company at any place that is specified for that purpose in the notice convening the meeting not less than 48 hours (or any lesser period that the Board permits) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.
- Documents to be lodged pursuant to this clause may be lodged by facsimile or if an electronic address is specified for the purpose in the notice of meeting, electronically.
- (g) A vote given in accordance with the terms of an instrument of proxy or of a power of attorney is valid notwithstanding:
- (i) the previous death or unsoundness of mind of the principal; or
 - (ii) the revocation of the instrument (or of the authority under which the instrument was executed) or of the power,
- if no written notice of the death, unsoundness of mind or revocation has been received by the Company at its Registered Office before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.
- (h) The appointment of a proxy or attorney is not revoked by the appointor attending and taking part in the meeting but if the appointor votes on any resolution, a proxy or attorney is not entitled (as that appointor's proxy or attorney) to, and must not, vote on that resolution.

- (i) An instrument appointing a proxy is not invalid merely because it does not contain the address of the appointor or of a proxy, is not dated or does not specify the manner in which the proxy is to vote in relation to any resolution.
- (j) An instrument appointing a proxy which does not contain the name of the proxy:
 - (i) is not invalid merely for that reason; and
 - (ii) shall be deemed to be given in favour of the chair of the meeting.

5. THE BOARD

5.1 Number of Directors

- (a) The number of Directors who comprise the Board shall be a minimum of 5 and a maximum of 13.
- (b) The Board shall consist of:
 - (i) the Chief Executive Officer; and
 - (ii) a minimum of 3 and a maximum of 12 additional persons, provided that the written consent of the ABM National Council is obtained before any such appointment is made, whether by the Members or by the Board.
- (c) The Members may, by resolution, and subject to the Act:
 - (i) appoint a new Director to replace a Director whose office has been vacated; and
 - (ii) subject to any maximum number of Directors, appoint an additional Director.

5.2 Qualification of Directors

A person need not be a Member at the time of his appointment or election as a Director, provided that such person shall, in order to remain eligible for the office of Director, become a Member as soon as reasonably practicable following his appointment or election as Director.

5.3 First Board

- (a) The first Board of the Company (upon the transfer of its registration) shall comprise the following persons:

<i>Board member</i>	<i>Date of commencement (clause 5.3(b) and (c))</i>
(i) Carol Ann Herbert	9.2.08
(ii) Bradley Charles Entwistle	9.8.08
(iii) Simon Mark Lynch	14.5.09

(iv)	Philip Noel Newman	14.5.09
(v)	Paul Antony Oates	14.5.09
(vi)	Andrew James Ellis	25.11.09
(vii)	Daniel Charles Wallis	19.5.10
(viii)	David Allan Rowe	19.5.10
(ix)	Michael Raymond Turnbull	24.3.11
(x)	Susan Kate Campbell	23.5.12
(xi)	Deanne Louise Firth	21.11.12
(xii)	Heather Joy Coleman (the General Director of GI)	27.2.12
(xiii)	John Vincent Hickey (the Chief Executive Officer).	19.7.10

The above persons shall hold office in accordance with the provisions of this Constitution.

- (b) The appointment dates of each of the Directors referred to in paragraph (a)(i) – (xii) (including for the purposes of **clause 5.5**, as applicable) are as shown above adjacent to each Director's name and are the dates of commencement of board service recorded in the register of board members maintained by the Company under its earlier registered status as an incorporated association.
- (c) The date of commencement shown above for the Director referred to in paragraph (a)(xiii) is the date of his commencement in the position of Chief Executive Officer. The Chief Executive Officer was not previously a member of the board of the incorporated association and is appointed a Director only upon the transfer of registration of the Company.

5.4 Appointment of Directors by the Board

- (a) The Board may at any time (providing that the written consent of the ABM National Council is first obtained) appoint any person to be a Director, either to fill a casual vacancy or as an addition to the Board, provided that

the total number of Directors shall not at any time exceed the maximum number for the time being fixed by or under this Constitution.

- (b) A Director appointed pursuant to paragraph (a) shall hold office only until, and shall retire at, the next following annual general meeting at which time that Director shall be eligible for re-election.

5.5 Retirement of Directors

- (a) (i) Subject to subparagraph (ii) and paragraph (c), no Director shall hold office (without re-election) for a period in excess of 6 years, or beyond the sixth annual general meeting following the Director's appointment, whichever is the longer period.
- (ii) (A) A Director may, notwithstanding subparagraph (i) (and subject to subparagraph (ii)(B)), hold office for a period in excess of 6 years (without re-election) – up to a maximum period of 9 years (without re-election) – if the Board has passed a resolution to approve such extension not less than 2 months before the time that Director's term of office would otherwise have concluded under subparagraph (i).
- (B) A Director may, notwithstanding subparagraphs (i) and (ii)(A), hold office for a period in excess of 9 years (without re-election) – up to a maximum period of 12 years (without re-election) – if the Board has passed a resolution to approve such further extension not less than 2 months before the time that Director's term of office would otherwise have concluded under subparagraph (ii)(A).
- (b) A Director who retires pursuant to this **clause 5.5**:
- (i) holds office until the conclusion of the meeting at which that Director retires (as applicable); and
- (ii) is eligible for re-election to the Board.
- (c) Paragraphs (a) and (b) do not apply to the Chief Executive Officer, whose term of office as Director shall conclude at the time at which appointment as Chief Executive Officer ceases.

5.6 Vacation of office

Without in any way limiting the circumstances in which a Director vacates office by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) is removed from office by a resolution of Members passed in accordance with the Act;
- (b) dies or becomes a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (c) resigns his office by notice in writing to the Company;
- (d) is absent without the consent of the Directors from 3 consecutive meetings of the Board;

- (e) becomes bankrupt or makes any arrangement or composition with creditors generally;
- (f) is convicted on indictment of an offence and the Directors do not within 1 month after that conviction resolve to confirm the Director's appointment or election (as the case may be) to the office of Director;
- (g) becomes prohibited from being a director of a body corporate or of the Company (specifically) by any law, finding, order or decision of a Court or the Australian Securities and Investments Commission;
- (h) ceases to hold an office in another body where the holding of such office is a qualification for his membership of the Board; or
- (i) ceases to be a Member.

5.7 Powers of the Board

- (a) The business of the Company shall be managed by the Board who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by this Constitution, required to be exercised by the Company in general meeting, subject nevertheless to: any of the provisions of this Constitution, the provisions of the Act, and to such regulations (being not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in general meeting; provided that any rule, regulation or by-law of the Company made by the Board may be disallowed by the Company in general meeting and provided further that no resolution of or regulation made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that resolution or regulation had not been passed or made.
- (b) Without limiting the generality of paragraph (a), the Board may:
 - (i) exercise all the powers of the Company:
 - (A) to borrow money;
 - (B) to charge any property or business of the Company;
 - (C) to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person;
 - (D) in relation to any Seal;
 - (ii) by power of attorney, appoint any person to be the attorney of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Board when acting in the capacity of trustee, fiduciary, on its own account or otherwise), for such period and subject to such conditions as the Board thinks fit and any such power of attorney may contain any provisions for the protection and convenience of persons dealing with the attorney that the Board thinks fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

- (c) The Board may determine the manner in which cheques, promissory notes, bank drafts, bills of exchange, other negotiable instruments and receipts for money paid to the Company may be signed, drawn, accepted, endorsed or executed and the people who may do so. In the absence of a contrary determination, any 2 Directors may do so.
- (d) No resolution passed or provision inserted into the Constitution invalidates any prior act of the Board which would otherwise have been valid.

5.8 Proceedings of the Board

- (a) In addition to the appointments referred to in **clause 5.9**, the Board may appoint from amongst its members such other officers as the Board may from time to time determine.
- (b) The Board may meet, adjourn and, subject to this Constitution, otherwise regulate its meetings as it thinks fit.
- (c) A Director may at any time, and a Secretary shall on the requisition of a Director, convene a meeting of the Board.
- (d) Reasonable notice shall be given to every Director of the place, date and hour of every meeting of the Board except that notice need not be given to a Director who is for the time being out of Australia.
- (e) A Director may participate in a meeting of the Board by any communication system which enables the Director to hear and be heard by each of the other Directors participating in the meeting and which is approved by the Board and made known to each Director for the purpose of any meeting of the Board.
- (f) No business shall be conducted at a meeting of the Board unless a quorum of Directors is present at the time when the meeting proceeds to business and at the time the relevant business is considered.
- (g) The number of Directors who constitute a quorum for a meeting of the Board shall be that number which is equivalent to two-thirds of the total number of Directors, rounded down (where the result would otherwise be a fraction) to the nearest whole number, or such other number as is determined by the Directors from time to time.
- (h) Subject to this Constitution, questions arising at a meeting of Directors shall be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting shall have a casting vote in addition to a deliberative vote.
- (i) The Board may act notwithstanding any vacancy in its composition except that if the number of Directors falls below the minimum number fixed pursuant to **clause 5.1(a)** (if any) or otherwise prescribed by the Act, the Board may only act:
 - (i) in an emergency;
 - (ii) to call a general meeting; or
 - (iii) to fill vacancies.

5.9 Chair and vice-chair of meetings

- (a) The Board shall elect one of the Directors as chair of its meetings and may determine the period for which that person holds office.
- (b) The Board may elect one of the Directors as vice-chair and may determine the period for which that person holds office.
- (c) Where a Board meeting is held and:
 - (i) a chair has not been elected; or
 - (ii) the chair is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act,
 the vice-chair, if any, may act as chair.
- (d) Where a Board meeting is held at which the vice-chair may act as chair and:
 - (i) a vice-chair has not been elected; or
 - (ii) the vice-chair is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number as chair of that meeting.

5.10 Disclosure of interest

- (a) A Director is not disqualified by the holding of that office from contracting with the Company in any capacity notwithstanding any rule of law or equity to the contrary.
- (b) A contract or arrangement made by the Company with a Director or in which a Director is in any way, directly or indirectly, interested shall not be avoided merely because the Director is a party to or interested in it.
- (c) A Director who has duly declared the nature of his interest in a contract or arrangement with the Company is not liable to account to the Company for any profit derived by him from that contract or arrangement merely because of his office as director or the resulting fiduciary relationship.
- (d) A Director who is interested in a contract or arrangement with the Company and who has declared that interest may affix or witness the affixing of the Seal to a document (or otherwise take part in its execution) evidencing that contract or arrangement without affecting its validity, and whether or not that Director is entitled to vote or does vote in relation to the contract or arrangement.
- (e) Subject to the applicable provisions of the Act, a Director who has a material personal interest in a matter that is being considered at a meeting of the Board must not be present while the matter is being considered at the meeting or vote on the matter.
- (f) A reference in this **clause 5.10** to the declaring of an interest of a Director

means a declaration or disclosure in accordance with the applicable provisions of the Act.

5.11 Alternate Directors

- (a) The Chief Executive Officer (while ever a Director) may, with the approval of the Board, appoint a person (whether or not a Member or Director) to be his alternate director for any period or until the appointment is revoked.
- (b) An alternate director is not entitled to notice of meetings of the Board unless his appointor has, by notice in writing to the Board, required it to provide such notices either generally or in particular circumstances.
- (c) An alternate director may attend and vote at a meeting of the Board only if his appointor is not present at that meeting.
- (d) An alternate director may exercise any powers that the appointor may exercise (except the power to appoint an alternate director) and the exercise of any such power by the alternate director shall be deemed to be the exercise of the power by the appointor.
- (e) The appointment of an alternate director:
 - (i) may be terminated at any time by the appointor even if the period of the appointment of the alternate director has not expired; and
 - (ii) terminates if the appointor ceases to be a Director.
- (f) An appointment, or the termination of an appointment, of an alternate director shall be effected by service on the Company of a notice in writing signed by the Director who makes or made the appointment.
- (g) An alternate director shall be entitled under **clause 5.16** to reimbursement of expenses reasonably incurred for the purpose of attending any meeting of the Directors at which his appointor is not present and at which he is entitled to be present and to vote.
- (h) An alternate director is entitled to a separate vote for each Director who the alternate director represents in addition to any vote the alternate director has as a Director in his own right.
- (i) While acting as a Director, an alternate director is:
 - (i) an officer of the Company and not the agent of the appointor; and
 - (ii) responsible to the exclusion of the appointor for the alternate director's own acts and defaults.
- (j) An alternate director is not to be taken into account separately from the appointor in determining the number of Directors.

- (k) An alternate director is not subject to the provisions of this Constitution relating to the appointment, election and retirement of Directors.
- (l) An alternate director does not have a conflict of interest solely by reason of the fact that his appointor has (or vice versa).
- (m) The Chief Executive Officer (while ever a Director) may not appoint an alternate to act as chief executive officer.
- (n) With the exception of the Chief Executive Officer, no Director may appoint an alternate director.

5.12 Committees

- (a) The Board may delegate any of its powers to a committee consisting of at least 2 Directors and may from time to time revoke that delegation.
- (b) A committee must exercise its powers in accordance with any direction of the Board and a power so exercised shall be deemed to have been exercised by the Board.
- (c) A quorum for a meeting of a committee is the number of members of the committee that is determined by the Board, or in the absence of a determination, 2 members.
- (d) The chair of a committee meeting at which only 2 Directors are present shall not have a casting vote (but otherwise shall).
- (e) Determinations and proceedings of every committee and minutes of all the proceedings of such committees shall be made, conducted, entered and signed in the same manner in all respects as determinations and proceedings of the Board and minutes of proceedings of the Board (subject to any direction to the contrary made by the Board under this clause).

5.13 Executive Committee

- (a) Further to **clause 5.12**, there shall be constituted an Executive Committee of the Board which shall consist of:
 - (i) any person elected by the Board as chair under **clause 5.9(a)**;
 - (ii) any person elected by the Board as vice-chair under **clause 5.9(b)**;
 - (iii) the Chief Executive Officer; and
 - (iv) the chairpersons of any other committees appointed by the Board from time to time pursuant to **clause 5.12**.
- (b) The Executive Committee shall act in accordance with directions of the Board and shall act on behalf of the Board between meetings of the Board.
- (c) Any resolution of the Executive Committee which is, within two months after it is passed by the Executive Committee, ratified in writing by not less than two-thirds of the Directors shall be a valid resolution of the Board.

- (d) Meetings of the Executive Committee may be conducted in person or by telephone or by other means of communication, provided members and others participating in the meeting are able to hear, and be heard by each other.
- (e) The quorum for meetings for the Executive Committee shall be not less than one-half of the members of the Executive Committee unless the Board shall determine otherwise.

5.14 Circulating Resolutions

- (a) The Directors may pass a circular resolution without a Directors' meeting being held.
- (b) A circular resolution is passed if all the Directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in paragraph (c) or (d) below, provided that the persons signing the resolution or otherwise agreeing to it would constitute a quorum at a Board meeting.
- (c) Each Director may sign:
 - (i) a single document setting out the resolution and containing a statement that they agree to the resolution; or
 - (ii) separate copies of that document, as long as the wording of the resolution is identical in each copy.
- (d) A circular resolution may be sent by email to the Directors and the Directors may agree to the resolution by sending a reply email to that effect and which includes the text of the resolution in such reply.
- (e) A circular resolution is passed when the last Director signs or otherwise agrees to the resolution in the manner set out in paragraph (c) or (d), and a resolution in such terms shall be deemed to have then been passed at a meeting of the Board.
- (f) The members of a committee may pass a resolution of the committee by circular resolution in the same way as provided for in this clause.

5.15 Defects in appointments

The acts of a person acting as a Director or committee member and the resolutions of the Board and of a committee comprising that person are as valid as if the person had been appointed as a Director or a committee member notwithstanding that it may subsequently be discovered that there is a defect in that person's appointment or that the person was disqualified from acting as such.

5.16 Reimbursement of expenses

The Board may refund to any Director or Member out of the funds of the Company any outlay or expense properly incurred by him on behalf of the Company.

6. CHIEF EXECUTIVE OFFICER

6.1 Appointment

- (a) The Board may from time to time appoint a Director to the office of Chief Executive Officer for such period and on such terms as it thinks fit, and, subject to the terms of any agreement entered into in a particular case, may revoke any such appointment.
- (b) An appointment under paragraph (a) shall automatically terminate if the appointee ceases to be a Director.
- (c) If an appointee ceases to be the Chief Executive Officer, that person will also automatically cease to be a Director unless the Board determines otherwise.

6.2 Remuneration

A Chief Executive Officer shall receive such remuneration (not being wholly or partly by way of commission on, or a percentage of, operating revenue) as the Board determines.

6.3 Delegation of powers

- (a) The Board may, upon such terms and conditions and with such restrictions as it thinks fit, confer any of its powers on a Chief Executive Officer.
- (b) Any powers conferred on a Chief Executive Officer may be concurrent with, or be to the exclusion of, the powers of the Board.
- (c) The Board may at any time withdraw or vary any of the powers so conferred on a Chief Executive Officer.

7. SECRETARY

7.1 Appointment

The Board shall appoint a Secretary on such terms as it thinks fit.

7.2 Termination

The Board may at any time terminate the appointment of a Secretary.

8. SEALS AND EXECUTION OF DOCUMENTS

8.1 Safe custody

The Board shall provide for the safe custody of any Seal.

8.2 Use of Seals

- (a) A Seal shall only be used by the authority of the Board.
- (b) Every document to which a Seal is affixed shall be signed by a Director and be countersigned by another Director, Secretary or another person appointed by the Board to countersign that document or a class of documents in which that document is included.

8.3 Seal not required for valid execution

The Company may execute a document in any manner permitted by the Act or as authorised by the Board and nothing in this clause should be read as requiring execution by the Company under Seal.

9. FINANCE AND ACCOUNTS

9.1 General funds

The general funds of the Company shall be under the control of the Board.

9.2 Deposit of funds

All funds of the Company shall be deposited in the first instance to the credit of the Company at such bank or banks as may be approved by the Board. All cheques shall be signed as may be directed from time to time by the Board. Bank accounts shall be kept in the name of the Company into which all moneys received shall be paid. It shall be the duty of the Secretary or other officer appointed by the Board to receive any moneys/subscriptions, donations and contributions due by Members and to apply them to the credit of the Company at the bank appointed. Accounts shall be approved for payment at any meeting of the Board, or if the Board so determines, by a committee of the Board appointed for the purpose.

9.3 Official receipts

Official receipts for subscriptions, donations or other payments to the Company shall be given by the Secretary or other officer of the Company duly authorised by the Board.

9.4 Availability of funds

All funds or property of the Company not impressed with a trust for any particular purpose shall be available at the discretion of the Board for the purpose of the Company in any part of the Company's sphere of operation.

9.5 Records

The Board shall cause proper records to be kept with respect to all matters required by the Act, including:

- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place;
- (b) all sales and purchases of goods and services by the Company; and
- (c) the assets and liabilities of the Company.

The records must be such that they correctly record and explain the Company's transactions and financial position and performance and enable true and fair financial statements to be prepared and audited.

In preparing such accounts, separate accounts shall be kept of each distinct activity of the Company.

9.6 Books of account kept at Registered Office

The books of account shall be kept at the Registered Office or at such place or places as the Board thinks fit.

9.7 Annual financial reports

Subject to (and in accordance with) the Act, the Board shall cause to be prepared, for each financial year, a financial report and a Directors' report and shall (where required by the Act) cause the financial report to be audited annually by the Auditor.

9.8 Financial report laid before annual general meeting

At each annual general meeting (and subject to the requirements under the Act from time to time), the Board shall lay before the Company the financial report, the Directors' report and the Auditor's report (where applicable) for the last financial year that ended before the current annual general meeting.

9.9 Errors in financial report

Every financial report, when audited, and considered by a general meeting shall be conclusive except as regards any error discovered therein within 3 months following such general meeting consideration. Whenever such error is discovered within that period, the financial report shall forthwith be corrected and shall then be conclusive.

9.10 Provision of financial report to persons entitled

Subject to (and in accordance with) the Act, a copy of every financial report (including every document required by the Act to be annexed or attached thereto) which is to be laid before the Company in general meeting shall be sent to all persons entitled to receive notices of general meetings of the Company in accordance with the timing requirements prescribed by the Act.

10. AUDIT

An Auditor(s) shall be appointed and his or their duties regulated, as may be required by and in accordance with the Act.

11. MINUTES AND RECORDS**11.1 Keeping of minutes**

The Board and any committee thereof shall cause minutes to be duly entered in the books provided for the purpose:

- (a) of all appointments of officers of the Company;
- (b) of the names of the Directors present at each meeting of the Board and of any committee of the Directors;

- (c) of all orders made by the Board and committees of Directors; and
- (d) of all resolutions and proceedings of general meetings and of meetings of the Board and committees.

11.2 Evidence

Minutes of a meeting purporting to be signed by the chair of that meeting or by the chair of the next succeeding meeting and any document purporting to be signed by a Director pursuant to **clause 5.14** are, unless the contrary is proved, evidence:

- (a) of the matters stated; and
- (b) in the case of minutes of a meeting:
 - (i) the meeting having been duly convened and held; and
 - (ii) the validity of all proceedings at the meeting.

12. RESOLUTION OF INTERNAL DISPUTES

Disputes between Members (in their capacity as Members) and between Members and the Company are to be referred in the first instance to the Board for mediation on terms agreed by the Board. Any dispute which is not resolved within a reasonable time after being referred to the Board is to be referred to the ABM National Council for mediation. When notified of a dispute, the ABM National Council shall appoint one or more persons to mediate.

13. NOTICES AND PAYMENTS

13.1 Notices

- (a) The Company may give a notice to a Member by:
 - (i) serving it personally;
 - (ii) sending it by post to the address as shown in the Register or the address supplied by that person to the Company for the giving of notices;
 - (iii) sending a facsimile to the facsimile number supplied by that person to the Company for the giving of notices; or
 - (iv) sending it by electronic means to an electronic address supplied by that person to the Company for the giving of notices.
- (b) A notice to a person whose address for notices is outside Australia must be sent by airmail, facsimile or electronic means.
- (c) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice and to have been effected on the day following the posting (or on the sixth day following the posting if sent by airmail).

- (d) Where a notice is sent by facsimile, service of the notice shall be deemed to be effected at the time of its successful transmission as indicated by the transmission report generated by the sender's facsimile machine.
- (e) Where a notice is sent electronically, service of the notice shall be deemed to be effected at the time that it is sent by the Company.
- (f) The fact that a person has supplied a facsimile number or electronic address to the Company for the giving of notices does not oblige the Company to give notices to that person by facsimile or electronically.
- (g) The signature to any notice to be given by the Company may be written, printed or typed.
- (h) The date on which a notice is given shall be disregarded for the purpose of calculating periods of notice.

13.2 Other documents

Clause 13.1 applies, to the extent possible, to the service of any communication or document.

14. GENERAL

14.1 Jurisdiction

Each Member submits to the non-exclusive jurisdiction of the Courts of New South Wales in relation to any matter arising:

- (a) under this Constitution; and
- (b) between the Company and that person.

14.2 Proper law

Any matter arising:

- (a) under this Constitution; or
- (b) between the Company and the Member,

shall be determined in accordance with the law of New South Wales.

14.3 Enforceability

- (a) Any provision, or the application of any provision, of this Constitution which is prohibited in any place is, in that place, ineffective only to the extent of that prohibition.
- (b) Any provision, or the application of any provision, of this Constitution which is void, illegal or unenforceable in any place does not affect the validity, legality or enforceability of that provision in any other place or of the remaining provisions in any other place.
- (c) If a provision of this Constitution is illegal, ineffective or unenforceable:

- (i) if the provision would not be illegal, ineffective or unenforceable if a word or words were omitted, that word is or those words are omitted; and
 - (ii) in any other case, the whole provision is severed,
- and the remainder of this Constitution continues in force.

15. OFFICERS' INDEMNITY AND INSURANCE

15.1 Indemnity

- (a) To the maximum extent permitted by law, every officer and former officer of the Company must be indemnified out of the property of the Company (or of a related body corporate) against any liability (including a liability for legal costs) incurred as a result or in consequence of the holding or performance of that office, including:
 - (i) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted; or
 - (ii) in connection with any application in relation to any such proceedings in which relief is granted under the law to him by the Court.
- (b) The Board may cause the Company to provide a separate contractual indemnity to an officer of the Company.

15.2 Insurance

- (a) The Board may cause the Company to effect, at the Company's (or a related body corporate's) expense, insurance indemnifying an officer or former officer of the Company against claims arising from the holding or performance of that person's office, to the maximum extent permitted by law.
- (b) A policy of insurance permitted under paragraph (a) must not provide an indemnity which is prohibited by law.

16. DISSOLUTION OF THE COMPANY

- (a) If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, such property shall not be paid to or distributed amongst the Members but shall be given or transferred to some other institution or institutions, provided such other institution or institutions:
 - (i) has or have objects similar to the Company's objects;
 - (ii) prohibit(s) the distribution of income and property among its or their members to an extent at least as great as is imposed on the Company under **clause 1.8**;

- (iii) is or are exempt from income tax under section 50-5 of the *Income Tax Assessment Act, 1997* (Cth) or some equivalent provision; and
 - (iv) is or are ones to which tax deductible gifts can be made under Item 1 of the Table in Section 30-15 of the *Income Tax Assessment Act, 1997* (Cth) or some equivalent provision.
- (b) Such institution or institutions are to be determined by the Members at or before the time of dissolution.
 - (c) If effect cannot be given to this provision, then such property shall be given to some charitable object that prohibits the payment of any income or property to its members.

17. REVOCATION OF DEDUCTIBLE GIFT RECIPIENT STATUS

- (a) If the endorsement of the Company as a deductible gift recipient is revoked at a time prior to the winding up or dissolution of the Company, the Affected Assets remaining after the satisfaction of all of the Company's debts and liabilities shall be given or transferred to some other institution, fund or authority, provided such other institution, fund or authority is one to which tax deductible gifts can be made under Item 1 of the Table in Section 30-15 of the *Income Tax Assessment Act, 1997* (Cth) or some equivalent provision.
- (b) Such institution, fund or authority is to be determined by the Members at, before or as soon as reasonably practicable after the time the endorsement of the Company as a deductible gift recipient is revoked.
- (c) If effect cannot be given to this provision, then the Affected Assets remaining after the satisfaction of all of the Company's debts and liabilities shall be given to some charitable object that prohibits the payment of any income or property to its members.
- (d) For the purpose of this **clause 17**, the term "**Affected Assets**" has the following meaning:
 - (i) gifts of money or property to the Company for the principal purpose of the Company;
 - (ii) contributions made to the Company in relation to an eligible fundraising event held for the principal purpose of the Company; and
 - (iii) money received by the Company because of such gifts or contributions.

18. AMENDMENT OF CONSTITUTION

This Constitution may be altered, amended or repealed only by a special resolution of the Members, provided that no such resolution shall take effect unless and until it is approved by the ABM National Council.

SCHEDULE
TRANSFORM AID INTERNATIONAL LTD
(ACN 092 125 203)

PROXY FORM

I _____
of _____
being a Member of Transform Aid International Ltd appoint:

_____ of _____
in respect of all of my votes or in his/her absence the Chair of the meeting;

as my proxy to vote for me on my behalf at all general meetings of the Company/the general meeting of the Company to be held on _____ and at any adjournment of that meeting.

I direct my proxy to vote in respect of each resolution to be considered as indicated with an "X" below and to vote or abstain in respect of any procedural resolution as my proxy thinks fit.

	FOR	AGAINST	ABSTAIN
Resolution No. 1	[]		
Resolution No. 2	[]		

If no direction is given above, I authorise my proxy to vote or abstain as my proxy thinks fit in respect of each resolution (including any procedural resolution to be considered by the meeting and any adjournment of the meeting).

Dated _____

Signature _____

Please note:

1. A Member entitled to attend and vote is entitled to appoint only 1 proxy.
2. A proxy must be a Member.
3. An instrument appointing a proxy must be in writing under the hand of the appointor or of his attorney duly authorised in writing.
4. The instrument appointing a proxy and any power of attorney or other authority (if any) under which the instrument is signed, or a certified copy, must be received by the Company at the place specified in the notice not less than 48 hours before the time for holding the meeting.