# **CORPORATIONS LAW**

**COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM OF ASSOCIATION**

**OF**

**SCRAP (SCHOOL COMMUNITIES RECYCLING ALL PAPER) LIMITED**

## ACN 079 741 227 ABN 40 079 741 227

1. The name of the company is **SCRAP (School Communities Recycling All Paper Limited (‘Company’).**
2. The objects for which the Company is established are:
	1. to protect, restore and enhance the quality of the environment in New

South Wales, having regard to the need to maintain ecologically sustainable development and to reduce the risks to human health and prevent the degradation of the environment;

* 1. to provide environmental awareness in schools, other educational

institutions and their communities, through practices aimed at

achieving the reduced use, reuse and recycling of various products

used in those environments, and to publish and disseminate

information through a newsletter and other occasional publications

which promote this awareness (publication in this sense refers to any

medium, printed, electronic or other);

* 1. to work towards the achievement of objects (a) and (b) by:
		1. maintaining and extending an efficient network and system for the recycling of paper and other products, and other

waste minimisation activities: and

* + 1. maintaining and, where possible, improving existing

contractual arrangements and, where necessary, entering

into new contractual arrangements for these purposes with

suitable organisations;

* 1. to liaise effectively with interested people and organisations including

students, student organisations, teachers, teacher organisations,

parents, parent organisations, education authorities, community groups, industry and other government authorities and organisations

to promote and achieve these objects and to conduct and participate in seminars, briefings, consultations, workshops and other events to disseminate relevant environmental education information amongst these groups;

* 1. to educate and inculcate the values and attitudes which lead to environmentally friendly and sustainable behaviours amongst students, teachers, parents, their respective organisations, other educational bodies and the broader community and to offer environmental education services to participating educational bodies

 and other interested persons, such as waste auditing, composting

 and worm farming workshops, curriculum and management

 integration consultations, school assemblies, and discussions, etc;

* 1. to facilitate and reward the activities of participating schools, other

 educational organisations, their communities and other interested

 persons which em body the 3R’s (Reduce – Reuse - Recycle);

 (g) to maintain and, where possible, expand the choice of

 environmentally friendly products and services available to

 participating organisations and other interested persons and to

 encourage the re-evaluation by participating organisations and other

 interested persons of their purchasing policies and practices to

 achieve higher environmental standards in those decisions;

1. to establish in all schools wherever possible and other educational

organisations the infrastructure support system and policy commitment for the 3R’s and to encourage the installation of the most appropriate infrastructure for waste minimisation in participating educational establishments, at the lowest possible costs; and

1. to provide the support framework for activities outlined in these objects

 while preserving the non-profit status of the Company.

 3. The Company can only exercise the powers in **section 161(1)** of the

 Corporations Law to:

1. carry out the objects in **clause 2,** and
2. do all things incidental or convenient in relation to the exercise of power under **clause 3 (a).**

4. The income and property of the company will only be applied towards the

 promotion of the objects of the Company set out in **clause 2**.

5. Subject to **clause 6,** no income or property will be paid or transferred

 directly or indirectly, by way of dividend, bonus or otherwise to any

 Member of the Company.

 6. Nothing in **clause 5** prevents reasonable and proper payment in good faith

1. of remuneration to any officer or employee or the Company
2. to any Member in return for any services rendered or goods

 supplied in the ordinary and usual course of business to the Company.

1. of interest at a rate not exceeding current bank overdraft rates of

 interest on money borrowed from any Member ,or

1. of rent for premises or other property let or made available by any

Member to the Company.

 7. No payment will be made to any Director of the Company other than the

 payment of:

 a) out of pocket expenses incurred by the Director in the performance of any duty as Director of the Company where the amount payable does not exceed an amount previously approved by the Directors of the Company;

 b) any service rendered to the Company by the Director in a professional

 or technical capacity, other than in the capacity as Director, where the

 provision of the service has the prior approval of the Directors of the

 Company and where the amount payable is approved by the Directors

 of the Company and is not more than an amount which commercially

 would be reasonable payment for the service;

c) any salary or wage due to the Director as an employee of the Company where the terms of employment have been approved by the Directors of the Company; and

d) an insurance premium in respect of a contract insuring a director to

which **section 243K(7B)** of the Corporations Law refers or the provision of a financial benefit to a director to which **section 243K(7A)** of the Corporations Law refers;

 8. Words and expressions defined in the articles of association have the same

 meaning in the memorandum unless the context requires otherwise.

1. The liability of the members is limited.
2. If the Company is wound up:

 a) each member; and

 b) each person who has ceased to be a Member in the preceding year,

 **(‘Contributory’)** undertakes to contribute to the property of the Company for:

 c) payment of debts and liabilities of the Company (in relation to a

Contributory to whom **clause 10(b)** applies, contracted before the

 Contributory ceased to be a Member) and payment of costs, charges

 and expenses of winding up; and

d) adjustment of the rights of the Contributories amongst themselves,

 such amount as may be required, not exceeding $1.00 (one dollar)

1. If any surplus remains following the winding up of the Company, the surplus

 will not be paid to or distributed amongst Members, but will be given or

 transferred to another institution (or institutions) which:

1. has objects specified in its memorandum that are similar to the objects of the Company;

 b) whose income is exempt from tax under the Income *Tax Assessment Act (Cth)* as amended: and

 c) by its memorandum is prohibited from distributing its income and property

 among its members to an extent at least as great as the Company,

such institution (or institutions) to be determined by the Members at or before the winding up and, in default, by application to the Supreme Court for determination.

1. The full names, addresses and occupations of the subscribers to this

memorandum are:

### **Name and address of the subscriber Occupation**

####  Philip John Smith 6 Eltham Place, Heathcote Education

 NSW 2213 Officer

 John William Burn 26 Bridgeview Road Teacher

 Yarrawarrah NSW 2233

 Tracey Anne McManus 8 Eileen Street Teacher

 Picnic Point NSW 2213

 Ronald Charles Hurley 1/26 Oleander Parade Teacher

 Caringbah NSW 2229

 Christopher Bernard Johnson 86 Francis Street Teacher

 Castle Hill NSW 2154

1. The subscribers wish to form a company pursuant to this memorandum.

**Signatures of Subscribers Witnessed with address**

Philip John Smith Peter Carroll

John William Burn Mottinelli Margherita

Tracey Anne McManus Peter Carroll

### Ronald Charles Hurley Peter Carroll

Christopher Bernard Johnson Peter Carroll

Dated this 30th day of July 1997.

(*See original version for signatures)*

**CORPORATIONS LAW**

##### ARTICLES OF ASSOCIATION

Of

**SCRAP (SCHOOL COMMUNITIES RECYCLING ALL PAPER) LIMITED**

##### ACN 079 741 227

##### MINTER ELLISON

Lawyers

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Reference AJM: LRB: 10429991

**CORPORATIONS LAW**

**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**SCRAP (SCHOOL COMMUNTITIES RECYCLING ALL PAPER) LIMITED**

##### ACN 079 741 227

**1. PRELIMINARY**

* 1. In these Articles, the following words and expression have the meanings indicated

unless the context requires otherwise.

**‘Alternate Director’** means a person appointed as an alternate director under

**Article 34**.

###### ‘Articles’ means the articles of association of the Company as amended from time to time.

 **‘Board’** means the Board of Directors**.**

 **‘Auditor’** means the Company’s auditor.

 **‘CEO’** means the Catholic Education Office, Diocese of Parramatta.

 **‘CEO Director’** means the person the CEO appoints as a Director of the Company

 pursuant to **Article 24.3.**

 **‘Company’** means SCRAP (School Communities Recycling All Paper) Limited

 ACN 079 741 227

**‘Director’** includes any person occupying the position of Director of the Company and, where appropriate, includes an Alternate Director.

 **‘Directors’** means all or some of the Directors acting as a Board.

 **‘DET’** means the New South Wales’ Department of Education and Training.

 **‘DET Directors’** means the person the DET appoints as Director

 of the Company pursuant to **Article 24.3**.

 **‘EPA’** means the New South Wales’ Environment Protection Authority.

 **‘LGSA’** means the Local Government and Shires Association.

 **‘Member’** means a member under **Article 2**.

###### ‘Memorandum’ means the Company’s memorandum of association as amended from time to time.

###### ‘MOU’ means any Memorandum of Understanding in force from time to time between the Company and any of the CEO, the DET, EPA and the LGSA or other persons as determined by the Board, under which, *inter alia,* the Company agrees to permit a representative of some or all of these parties to be Observers.

‘**Observers’** means persons appointed under **Article 41** to observe Directors’ and other Company meetings.

 **‘Office’** means the Company’s registered office.

 **‘Register’** means the register of Members of the Company.

 ‘**registered address’** means the last known address of a Member as noted.

 in the Register.

 **‘Representative’** means a person appointed as such under **Article 6.**

 **‘Seal’** means the common seal of the Company

#### **‘Secretary’** means any person appointed by the Directors to perform any of the duties of a secretary of the Company.

1.2 In these Articles, unless the context otherwise requires:

1. words importing the singular include the plural and vice versa;
2. words importing any gender include the other genders;
3. words importing person include corporations, and organisations whether incorporated or not;
4. subject to these Articles, words and expressions defined in the Corporations Law have, unless the contrary intention appears, the same meaning in these Articles; and
5. headings are for ease of reference only and do not affect the construction of

these articles.

1.3 The Company is a company limited by guarantee and the liability of Members is

limited as provided by the Memorandum.

1.4 The Company is established for the purposes set out in the Memorandum of

 Association.

**2. MEMBERSHIP - Admission**

2.1 The number of Members with the Company proposes to be registered is unlimited.

2.2 The Members of the Company will be:

1. The subscribers to the Memorandum; and
2. Any other persons, corporations or organisations whom or which the Board

admits to membership in accordance with these Articles.

2.3 Applications for membership of the Com

2.4 At the next meeting of the Board after the receipt of an application for

 membership, the application will be considered by the Board will in its absolute

 discretion:

1. determine the admission or rejection of the applicant; or
2. decide to call on the applicant to supply any evidence of eligibility that the

Board considers reasonably necessary.

2.5 If the board requires further evidence under **Article 2.4**, determination of the

application will be deferred until this evidence has been supplied.

2.6 If the board rejects an application for membership, it will not be required to give

reasons for the rejection

2.7 As soon as practicable following acceptance of an application, the Secretary

will send the applicant written notice of the acceptance and request payment

of the applicant’s entrance fee and first annual subscription.

2.8 Subject to **Article 2.9,** an applicant will become a Member of the Company

on payment of the amount due under **Article 2.7**

2.9 If an amount due under **Article 2.7** is not paid within 30 days after the date the applicant is notified of acceptance, the Board may in its discretion cancel its acceptance of the applicant for membership of the Company.

* 1. The rights and privileges of every Member will be personal to each Member

and will not be transferable by the Member’s own act or by operation of law.

**3. MEMBERSHIP - Subscriptions**

3.1 The Board may from time to time determine the entrance fee and annual subscription payable by each Member, or each category of Member as

determined by the Board, provided that until otherwise determined by the Board:

1. the entrance fee will be nil; and

b.) the annual subscription will be $10.

3.2 a.) The annual subscription period will commence on 1 July of each year and the annual subscription will be due in advance within 30 days of this date.

b.) The first subscription payable by the subscribers to the memorandum of association will be payable within 30 days of the date from which subscriptions are determined by the Board.

3.3 The Board may determined that any Member admitted to membership

 between 1 January and 30 June will pay only one half of the annual

 subscription until that Member’s next annual subscription falls due.

3.4 If a Member does not pay a subscription within 30 days after it becomes

due, the Board:

a.) will give the Member notice of that fact; and

1. If the subscription remains unpaid 21 days from the date of that notice,

may declare that membership forfeited.

3.5 The Board may from time to time fix at different rates, suspend or waive

 payment of the entrance fee (if any) and the annual subscription in

favour of any Member or category of Members.

**4. MEMBERSHIP - Ceasing to be a Member**

4.1 A Member’s membership of the Company will cease:

a.) if the Member gives the secretary written notice of resignation, from the

date of receipt of that notice by the Secretary;

 b.) if a majority of three quarters of the Board present and voting at a Board

 meeting by resolution terminate the membership of a Member whose

 conduct in their opinion renders it undesirable that the Member continue

 to be a Member of the Company, but only after the Member has been

 given at least 21 days’ notice of the resolution and has had the

 opportunity to be heard at the meeting at which the resolution is

 proposed.

 c.) if membership is forfeited under **Article 3.4 (b);**

d.) where the Member is an individual, if the Member:

 (i) dies;

(ii) becomes of unsound mind or whose person or estate is liable to

be dealt with in any way under the laws relating to mental health or,

 (iii) is convicted of an indictable offence (unless the Board otherwise

 determines);

 e.) where the Member is not an individual, if:

1. a liquidator is appointed in connection with the winding-up of the Member; or

(ii) an order is made by a Court for the winding-up or deregistration of the Member

4.2 Any Member ceasing to be a Member:

a.) will not be entitled to any refund (or part refund) of a subscription; and

b.) will remain liable for and will pay to the Company all subscriptions and moneys which were due at the date of ceasing to be a Member.

**5. MEMBERSHIP - Powers of Attorney**

5.1 If a Member executes or proposes to execute any document or do any act by or through an attorney, that Member must deliver the instrument appointing the attorney to the Company for notation.

5.2 If the Company asks the Member to file with it a certified copy of the instrument for the Company to retain, the Member will promptly comply with that request.

5.3 The Company may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.

**6. MEMBERSHIP - Representatives**

6.1 Any corporation or organisation which is a Member may by written notice to the Secretary:

1. appoint a natural person to act as its representative in all matters connected with the Company (‘**Representative**’); and

b.) remove a Representative

6.2 A Representative is entitled to:

a.) exercise at a general meeting all the powers which the corporation or organisation which appointed him or her could exercise if it were a natural person

b.) stand for election as an office bearer or Director; and

c.) be counted towards a quorum on the basis that the Member corporation or organisation is to be considered personally present at a general meeting by its Representative.

6.3 A certificate under common seal of a corporation or organisation is rebuttable evidence of the appointment or of the removal of the appointment (as appropriate) of the Representative.

6.4 The chairman of a general meeting may allow a Representative to vote on the condition that he or she subsequently establishes to the satisfaction of the chairman of the general meeting his or her status as a Representative within a period prescribed by the chairman of the general meeting.

**7. GENERAL MEETINGS – Convening general meeting**

* 1. The Chairman or any two Directors may, at any time, convene a general meeting.

7.2 A Member may:

a.) only requisition the Directors to convene a general meeting in accordance with section 246 of the *Corporations Law*; and

1. not convene or join in convening a general meeting except under section 247 of the *Corporation Law*.

**8. GENERAL MEETINGS - Notice of a general meeting**

8.1 a.) At least 21 days’ written notice (exclusive of the day on which notice is served or deemed to be served and of the day for which notice is given) must be given to Members of any general meeting at a which a special resolution will be considered.

b.) At least 14 days’ written notice (exclusive of the day on which notice is served or deemed to be served and of the day for which notice is given) must be given to Members of all other general meetings.

8.2 A notice convening a general meeting must:

a.) specify the place, date and hour of the meeting; and

b.) state the general nature of the business to be transacted at the meeting

8.3 A notice of an annual general meeting need not state that the business to be transacted at the meeting includes:

1. the consideration of accounts and the reports of the Directors and Auditor;
2. the election of Directors in the place of those retiring, or
3. the appointment and fixing of the remuneration of the Auditor.

8.4 a.) The Directors may postpone or cancel any general meeting whenever they think fit (other than a meeting convened as the result of a requisition under **Article 7.2**).

b.) The Directors must give notice of the postponement or cancellation to all persons entitled to receive notices from the Company.

8.5 The failure or accidental omission to send a notice of a general meeting or the postponement of a general meeting to any Member or the non-receipt of a notice by any Member does not invalidate the proceedings at or any resolution passed at the general meeting.

**9. PROCEEDINGS AT GENERAL MEETINGS - Member**

In **Articles 10, 11, 13 and 17**, ‘**Member**’ includes a Member present in person or by proxy, attorney or Representative.

**10. PROCEEDINGS AT GENERAL MEETINGS - Quorum**

10.1 No business may be transacted at a general meeting unless quorum of Members is present when the meeting proceeds to business

* 1. A quorum is three Members
	2. If a quorum is not present within 30 minutes after the time appointed for a meeting (or a longer period allowed by the Chairman not exceeding one hour):
1. if the meeting was convened on the requisition of Members, it is automatically dissolved; or
2. in any other case;

(i) it will stand adjourned to the same time and place 7 days after the meeting, or to another day, time an place determined by the Directors; and

(ii) if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting will be dissolved.

**11. PROCEEDINGS AT GENERAL MEETINGS - Chairman**

11.1 The Chairman, or in the Chairman’s absence the Deputy Chairman, of Directors’ meetings will be the chairman at every general meeting.

* 1. If:

a.) there is no Chairman or Deputy Chairman; or

b.) neither the Chairman nor Deputy Chairman is present within 15 minutes after the time appointed for holding the meeting; or

1. the Chairman and Deputy Chairman are unwilling to act as chairman of the meeting,

the Directors present may elect a chairman.

* 1. If no appointment is made pursuant o **Article 11.2**, then:
1. the Members may elect one of the Directors present as chairman; or

b.) if no Director is present or willing to take the chair, the Members may elect one of the Members present as Chairman.

* 1. Subject to any articles dealing with adjournment of meetings, the chairman’s ruling on all matter relating to the order of business, procedure, and conduct of the general meeting is final, and no motion of dissent from a ruling of the chairman may be accepted.

**12. PROCEEDINGS AT GENERAL MEETINGS - Adjournment**

* 1. The chairman of a meeting at which a quorum is present:

a.) in his or her discretion may adjourn a meeting with the meeting’s consent; and

b.) must adjourn a meeting if the meeting directs him or her to do so.

* 1. An adjourned meeting may take place at a different venue to the initial meeting
	2. The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting.
	3. Notice of an adjourned meeting must only be given in accordance with **Article 8.1** of a general meeting has been adjourned for more than 21 days.

**13. PROCEEDINGS AT GENERAL MEETINGS – Decision of questions**

* 1. Subject to the *Corporations Law* in relation to special resolutions, a resolution is carried if a majority of the votes cats on the resolution are in favour of the resolution.
	2. A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded, before or on the declaration of the result of the sow of hands; or

a.) the chairman

b.) at least three Members who have the right to vote at the meeting; or

c.) any Member or Members representing not less than 10% of the total voting rights of all the Members having the right to vote at the meeting.

* 1. Unless a poll is demanded:

a.) a declaration by the chairman that a resolution has been carried, carried by a specified majority, or lost; and

b.) an entry to that effect in the minutes of the meeting,

are conclusive evidence of the fact without proof or the number or proportion of the votes in favour of or against the resolution.

* 1. The demand for a poll may be withdrawn.

**14. PROCEEDINGS AT GENERAL MEETINGS - Taking a poll**

14.1 A poll will be taken when and in the manner that the chairman directs.

14.2 The result of the poll will be the resolution of the meeting at which the poll was demanded

* 1. The chairman may determine any dispute about admission or rejection of a vote
	2. The chairman’s determination, if made in good faith, will be final and conclusive.
	3. A poll demanded on the election of the chairman or the adjournment of a meeting must be taken immediately.
	4. After a poll has been demanded at a meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.

**15. PROCEEDINGS AT GENERAL MEETINGS - Casting vote of chairman**

The chairman has a casting vote on a show of hands and on a poll in addition to the chairman’s votes as a Member, proxy, attorney or Representative.

**16.** **PROCEEDINGS AT GENERAL MEETINGS - Offensive Material**

A person may be refused admission to, or required to leave and not return to, a meeting if the person:

a.) refuses to permit examination of any article in the person’s possession; or

b.) is in possession of any:

* 1. electronic recording device;
	2. placard or banner; or
	3. other article,

which the chairman considers to be dangerous, offensive or liable to cause disruption.

**17. VOTES OF MEMBERS - Entitlement to vote**

17.1 A Member is not entitled to vote at a general meeting if the Member’s annual subscription is more than one month in arrears at the date of the meeting, unless the Board has for that time suspended or waived payment of the annual subscription by the Member or category of Members.

* 1. A Member entitled to vote has one vote.

**18. VOTES OF MEMBERS - Objections**

18.1 An objection to the qualification of a voter may only be raised at the meeting or adjourned meeting at which the voter tendered its vote.

* 1. An objection must be referred to the chairman of the meeting, whose decision is final.
	2. A vote which the chairman foes not disallow because of an objection is valid for all purposes.

**19.** **VOTES OF MEMBERS - Votes by proxy**

19.1 If a Member appoints a proxy, that proxy may vote on a show of hands, but a person holding a proxy for more than one member has only one vote as proxy.

* 1. A proxy may demand or join in demanding poll.

**20. VOTES OF MEMBERS - Instrument appointing proxy**

20.1 A natural person may appoint a proxy by a written appointment signed by the appointor or the appointor’s attorney.

* 1. A corporation may appoint a proxy by a written appointment under the appointor’s common seal or signed by a director, secretary or attorney of the appointor.
	2. A proxy need not be a Member.
	3. a.) An appointment of a proxy must be in a form approved by the Directors.

b.) **Schedule 1** sets out a form which will be deemed to be approved by the Directors unless they resolve to use a different form.

* 1. A proxy may vote or abstain as he or she chooses except to the extent that an appointment of the proxy indicates the manner in which the proxy will vote on any resolution. The proxy must vote or abstain on a poll or show of hands in accordance with any instruction on the appointment.
	2. A proxy’s appointment is valid at an adjourned meeting.

**21.** **VOTES OF MEMBERS - Lodgement of proxy**

* 1. The written appointment of a proxy or attorney must be deposited at the Office, or another address by the Company, not less than 48 hours before:

a.) the time for holding the meeting or adjourned meeting at which the appointee proposes to vote; or

b.) the taking of a poll on which the appointee proposes to vote.

* 1. If the notice of the general meeting for which a proxy is appointed states that proxies may be sent to a specified facsimile number for or on behalf of the Company, a document generated from the image of a document appointing a proxy that is transmitted to that facsimile number is:

a.) deemed to be in writing

b.) deemed to be signed if bearing a facsimile of a signature; and

c.) deemed to be under seal if bearing a facsimile of a seal.

* 1. If the appointment purports to be executed under a power of attorney or other authority, then the original document, or an office copy or a notarially copy of it, must be deposited with the appointment.

**22. VOTES OF MEMBERS - Validity**

A vote cast in accordance with an appointment of a proxy or power of attorney is valid even if before the vote was cast the appointer:

a.) died

b.) became of unsound mind; or

c.) revoked the proxy or power,

unless any written notification of the death, unsoundness of mind or revocation was received at the Office before the relevant meeting or adjourned meeting.

**23. APPOINTMENT, RETIREMENT & REMOVAL OF DIRECTORS - Number of Directors**

* 1. Unless otherwise determined in accordance with these Articles, the Company will have:

a.) a minimum of three Directors; and

b.) a maximum of ten Directors.

* 1. The Company in general meeting may by ordinary resolution increase or reduce the maximum number of Directors.
	2. Alternate Directors are not to be treated as Directors for the purpose of determining the minimum or maximum number of Directors holding office.
	3. Same as provided in Article **24.3** or as otherwise agreed by the Company by ordinary resolution in general meeting, Directors must either be Members or Representatives of Members.
	4. The initial Board will be:

a.) John William Burn

b.) Ronald Charles Hurley

c.) Christopher Bernard Johnson

d.) Tracey Anne McManus

e.) Phillip John Smith;

f.) Adrian Bede Aggett;

g.) Sydney Thomas Smith; and

h.) Larry Wayne Marang.

**24. APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS - Appointment and Removal of Directors**

* 1. The Company may by resolution passed in general meeting:

a.) appoint new Directors;

b.) subject to **Article 23.1 (b)** increase or reduce the number of Directors

c.) permit persons other than Members, Representatives of Members or DET or CEO Directors to be appointed as Directors;

d.) remove any Director before the end of the Director’s term of office; and

e.) appoint another person in the Director’s place.

* 1. A person appointed under **Article 24.1 (e)** will hold office for term for which the Director replaced would have held office if the Director had not been removed.
	2. The DET shall be permitted, by notice in writing to the Company, to appoint and remove one Director to the Board (‘**DET Director**’) and the CEO shall be permitted, by notice in writing to the Company, to appoint and remove one Director to the Board (‘**CEO Director**’). The DET and CEO Directors need not be members of the Company nor Representatives of Members. The provisions of **Articles 26** and **28** do not apply to the DET and CEO Directors.

**25.** **APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS - Additional and Casual Directors**

25.1 Subject to **Article 23.1**, the Directors may appoint any person as a Director to fill a casual vacancy or as an addition to the existing Directors.

* 1. A Director appointed under Article 25.1 will hold office until the next general meeting of the Company when the Director may be re-elected.

**26.** **APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS - Retirement of Directors**

26.1 A Director must retire from office at the conclusion of the first annual general meeting after the Director was last elected.

* 1. A retiring Director will be eligible for re-election.

**27. APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS - Filling vacated office**

27.1 When a Director retires at a general meeting, the Company may by ordinary resolution elect a person to fill the vacated office.

* 1. If the office is not filled and the retiring Director has offered himself or herself for

re-election, the retiring Director will be deemed to have been re-elected unless, at the meeting at which he or she retires:

a.) it is resolved not to fill the vacated office; or

b.) the resolution for the re-election of the Director is put and lost.

**28.** **APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS - Nomination of Director**

* 1. A person other than a retiring Director is not eligible for election as a Director at a general meeting unless the person, or a Member who intends to propose the person, has left at the Office a written notice signed by him or her:

a.) giving the person’s consent to the nomination; and

b.) stating either that the person is a candidate for the office of Director or that the Member intends to propose the person for election.

* 1. A notice given in accordance with **Article 28.1** must be left at the Office more than 21 days before the relevant general meeting unless the candidate was recommended for election by the Directors, in which case the notice must be left at the Office more than 14 days before the relevant general meeting.
	2. A written notice referring to all Director vacancies and each candidate for election, must be sent to all Members not less than seven days before every general meeting at which an election of a Director will take place.

**29. APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS - Vacation of office**

 The office of a Director immediately becomes vacant if the Director:

1. is prohibited by the *Corporations Laws* from continuing as a Director;
2. becomes bankrupt or makes any general arrangement or composition with his or her creditors;
3. becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the law relating to mental health;
4. resigns by notice in writing to the Company;
5. is removed by a resolution by the Company;
6. is absent from Directors’ meetings for six consecutive months without leave of absence from the Directors;
7. holds any office of profit under the Company;
8. is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Laws;
9. is the representative of a Member that ceases to be a Member under Article 3.4 and 4.1; or
10. where a Director is a DET or CEO Director, is removed as a DET or CEO Director by that person’s appointer (either the DET or the CEO) giving notice in writing to the Company pursuant to **Article 24.3**.

**30. POWERS AND DUTIES OF DIRECTORS**

30.1 The business of the Company is managed by the Directors who may exercise all powers of the Company that these Articles and the *Corporations Law* do not require to be exercised by the Company in the general meeting.

* 1. Without limiting the generality of Article 30.1, the Directors may exercise all powers of the Company to:

a.) borrow money

b.) charge any property or business of the Company; and

c.) issue debentures or give any other security for a debt, liability or obligation of the Company or any other person.

* 1. All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two Directors or in such other manner as the Directors determine.

**31. PROCEEDINGS OF DIRECTORS - Directors’ Meetings**

* 1. a.) A Director may at any time, and the Secretary must be on the requisition of a Director, convene a Directors’ meeting.
1. A Directors’ meeting must be convened by not less than 48 hours’ written notice of a meeting to each Director and each Director’s alternate.
	1. It is not necessary to give notice of a meeting of the Directors to a Director whom the Secretary, when giving notice to the other Directors, reasonably believes to be outside Australia.
	2. a.) A Directors’ meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.

b.) The Directors need not all be physically present in the same place for a Directors’ meeting to be held.

c.) Subject to **Article 33**, a Director who participates in a meeting held in accordance with these articles is taken to be present and entitled to vote at the meeting.

* 1. **Article 31.3** applies to meetings of Directors’ committees as if all committee members were Directors.
	2. The Directors may meet together, adjourn and regulate their meetings as they think fit.
	3. A quorum is a majority of members of the Board for the time being.

**32. PROCEEDINGS OF DIRECTORS - Decision of questions**

32.1 Subject to the Articles, questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present and voting.

* 1. The chairman of a meeting has a casting vote in addition to his or her deliberative vote.
	2. a.) An Alternate Director has one vote for each Director for whom he or she is an alternate.

b.) If the Alternate director is a Director, he or she has a vote as a Director.

**33. PROCEEDINGS OF DIRECTORS - Directors’ interests**

* 1. Every Director who has a material personal interest in a matter that is to be considered at a meeting must not:

a.) vote on the matter;

b.) be present while the matter is being considered at the Directors’ meeting; or

c.) be counted in a quorum in relation to that matter, if to do so would be contrary to the *Corporations Law*.

* 1. Each Director must disclose to the Company particulars of:
1. any material contract in which the Director is interested, including the names of the parties to the contract, particulars of the contract and the Directors’ interest in the contract; and

b.) any material personal interest in a matter before the Board.

* 1. Voting by a Director contrary to this **Article 33**, or failure by a Director to make disclosure under this Article 33 will not render void or voidable a contract in which the Director has a material interest.
	2. A Director may attest the affixing of the Seal to any document relating to a contract or arrangement or proposed contract or arrangement in which the Director has a material personal interest.

**34. PROCEEDINGS OF DIRECTORS MEETINGS – Alternate Directors**

* 1. A Director may, with the approval of the Directors, appoint any person as his or her

 alternate for a period determined by that Director.

* 1. An Alternate Director is entitled to notice of Directors’ meetings and, if the appointer is not present at a meeting, is entitled to attend, be counted in a quorum and vote as a Director.
	2. An Alternate Director is an officer of the Company and is not an agent of the appointer.
	3. The provisions of these Articles which apply to Directors also apply to Alternate Directors.
	4. a.) The appointment of an Alternate Director may be revoked at any time by the appointer or by the other Directors.
1. An Alternate Director’s appointment ends automatically when his or her appointer ceases to be a Director.
	1. Any appointment or revocation under this Article must be effected by written notice delivered to the Secretary.

**35. PROCEEDINGS OF DIRECTORS – Remaining Directors**

* 1. The Directors may act even if there are vacancies on the Board.
	2. If the number of Directors is not sufficient to constitute a quorum at a Directors’ meeting, the Directors may act only to:
1. secure appointment of a Director, or
2. convene a general meeting.

**36. PROCEEDINGS OF DIRECTORS - Chairman**

* 1. The Directors may elect a Director as Chairman of Directors’ meetings and may determine the period for which the Chairman will hold office.
	2. If no Chairman is elected or if the Chairman is not present at any Directors’ meeting within ten minutes after the time appointed for the meeting to begin, the Directors present must elect a Director to be chairman of the meeting.
	3. The Directors may elect a Director as Deputy Chairman to act as chairman in the Chairman’s absence.

**37. PROCEEDINGS OF DIRECTORS – Directors’ Committees**

37.1 a.) The Directors may delegate any of their powers, other than those which by law must be dealt with by the Directors as a Board, to a committee or committees.

 b.) The Directors may at any time revoke any delegation of power to a committee.

* 1. At least one member of each committee must be a Director.
	2. A committee must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is deemed to have been exercised by the Directors.
	3. A committee may be authorised to sub-delegate all or any of the powers for time being vested in it.
	4. Meetings of any committee will be governed by the provisions of these Articles which deal with Directors’ meetings so far as they are applicable and are not inconsistent with any directions of the Directors.

**38. PROCEEDINGS OF DIRECTORS – Written resolutions**

38.1 If all the Directors who are eligible to vote on a resolution have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms is deemed to have been passed at a Directors’ meeting duly convened and held on the day on which the document was last signed by a Director.

* 1. For the purposes of **Article 38.1**, two or more identical documents, each of which is signed by one or more Directors, together constitute one document signed by those Directors on the days on which they signed the separate documents.
	2. Any document referred to in this Article may be in the form of a telex or facsimile transmission.
	3. The minutes of Directors’ meetings must record that a meeting was held in accordance with this **Article 38**.
	4. This Article applies to meetings of Directors’ committees as if all members of the committee were Directors.

**39. PROCEEDINGS OF DIRECTORS - Validity of acts of Directors**

 If it is discovered that:

1. there was a defect in the appointment of a person as a Director, Alternate Director or member of a Directors’ committee, or
2. a person appointed to one of those positions was disqualified,

all acts of the Directors or the Directors’ committee before the discovery was made are a valid as if the person had been duly appointed and was not disqualified.

**40. PROCEEDINGS OF DIRECTORS - Minutes and registers**

* 1. The Directors must cause minutes to be made of:
1. the names of the Directors present at all general meetings, Directors’ meetings and meetings of Directors’ committees
2. all proceedings of general meetings, Directors’ meetings and meetings of Directors’ committees
3. all appointments of officers
4. all orders made by the Directors and Directors’ committees and
5. all disclosures of interests made pursuant to **Article 33**.
	1. Minutes must be signed by the chairman of the meeting or by the chairman of the next meeting of the relevant body.
	2. The Company must keep all registers required by these Articles and the *Corporations Law*.

**41. OBSERVERS**

* 1. Each of the EPA and LGSA, together with any other party to any MOU (other than the Company) may by written notice to the Secretary:
1. appoint a natural person to act as its Observer in all matters connected with the Company, and
2. remove its Observer.
	1. Each Observer shall receive notice of every Directors’ and general meeting (in accordance with the provisions of these Articles) and may attend and be heard at all Directors’ and general meetings of the Company, but shall have no vote at any such meeting.
	2. Each Observer must comply with **Article 33** as if he or she were a Director and a material personal interest in this instance is one which affects both the Observer personally and the Observer’s appointor organization. In such cases, the Observer will be required to leave the meeting unless the meeting otherwise determines.
	3. Each Observer must satisfy the Directors that he or she will not divulge any confidential information to any person or retain or distribute to other persons any Board or other Company papers without the express authorisation of the Board.

**42. LOCAL MANAGEMENT - Local management**

* 1. The Directors may provide for the management and transaction of the affairs of the Company in any places and in such manner as they think fit.
	2. Without limiting **Article 42.1** the Directors may:
1. establish local boards or agencies for managing any of the affairs of the Company in a specified place and appoint any persons to be members of those local boards or agencies, and
2. delegate to any person appointed under **Article 42.2 a.)** any of the powers, authorities and discretions which may be exercised by the Directors under these Articles,

on any terms and subject to any conditions determined by the Directors.

* 1. The Directors may at any time revoke or vary any delegation under this **Article 42**.

**43. LOCAL MANAGEMENT - Appointment of attorneys and agents**

* 1. The Directors may from time to time by resolution or power of attorney appoint any person to be the attorney or agent of the Company:
1. for the purposes
2. with the powers, authorities and discretions (not exceeding those exercisable by Directors under these Articles).
3. for the period and
4. subject to the conditions,

determined by the Directors.

* 1. An appointment by the Directors of an attorney or agent of the Company may be made in favour of:
1. any member of any local board established under these Articles
2. any Company
3. the members, directors, nominees or managers of any company or firm, or
4. any fluctuating body of persons whether nominated directly or indirectly by the Directors.
	1. A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.
	2. The Directors may appoint attorneys or agents by telex, facsimile transmission, telegraph or cable to act for and on behalf of the Company.
	3. An attorney or agent appointed under this Article 43 may be authorised by the Directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in it.

**44. SECRETARY**

* 1. There must be at least one secretary of the Company appointed by the Directors for a term and at remuneration and on conditions determined by them.
	2. The Secretary is entitled to attend and be heard on any matter at all Directors’ and general meetings.
	3. The Directors may, subject to the terms of the Secretary’s employment contract, suspend, remove or dismiss the Secretary.

**45. EXECUTION OF DOCUMENTS (including deeds by the Company itself)**

45.1 The Company may (pursuant to the *Corporations Act* sections 127(1) and 129(5)) execute a document without using its common seal if the document is signed by:

a.) 2 Directors of the Company, or

b.) 1 Director and the Company Secretary of the Company.

* 1. A person can assume that a document has been duly executed by the Company if the document appears to have been signed in accordance with 45.1 above.

**46. INSPECTION OF RECORDS**

* 1. Except as otherwise required by the *Corporations Law*, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them will be open for inspection by Members other than Directors.
	2. A Member other than a Director does not have the right to inspect any accounting records or other documents of the Company unless the Member is authorised to do so by a court order, by the Directors or by a resolution of the Company in general meeting.

**47. NOTICES - Service of motion**

* 1. Notice may be given by the Company to any person who is entitled to notice under these Articles:
1. by serving it on the person, or
2. by sending it by post, telex or facsimile transmission to the person at the person’s address shown in the Register or the address supplied by the person to the Company for sending notices to the person.
	1. A notice sent by post is deemed to be served:
3. by properly addressing, prepaying and posting a letter containing the notice and
4. on the day after the day on which it was posted.
	1. A notice sent by telex or facsimile transmission is deemed to be served:
5. by properly addressing the telex or facsimile transmission and transmitting it, and
6. on the day after its despatch.
	1. If a member has no registered address a notice will be deemed to be served on that Member 24 hours after it was posted on a notice at the Office.
	2. A Member whose registered address is not in Australia may specify in writing an address in Australia to be deemed to be the Member’s registered address within the meaning of this Article.
	3. A certificate in writing signed by a Director, Secretary or other officer of the Company that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.
	4. Subject to the *Corporations Law* the signature to a written notice given by the Company may be written or printed.
	5. All notices sent by post outside Australia must be sent by prepaid airmail post.

**48. NOTICES - Persons entitled to notice**

* 1. Notice of every general meeting must be given to:
1. every Member
2. every Director and Alternate Director, and
3. the Auditor.
	1. No other person is entitled to receive notice of a general meeting.

**49. AUDIT AND ACCOUNTS**

* 1. The Directors must cause the Company to keep accounts of the business of the Company in accordance with the requirements of the *Corporations Law*.
	2. The Directors must cause the accounts of the Company to be audited in accordance with the *Corporations Law*.

**50. WINDING UP**

 The provisions of clause 11 of the Memorandum relating to the winding up or dissolution of the Company will have the effect as if those provisions were repeated in these Articles.

**51. INDEMNITY AND INSURANCE**

* 1. To the extent permitted by law, the Company indemnifies every person who is or has been an officer of the Company against any liability incurred by that person:
1. as such an officer of the Company, and
2. to a person other than the Company or a related body corporate of the Company,

unless the liability arises out of conduct on the part of the officer which:

1. involves lack of good faith, or
2. is contrary to the Company’s express instructions.
	1. The Company indemnifies every officer of the Company against any liability for costs and expenses incurred by the person in his or her capacity as an officer of the Company:
3. in defending any proceedings, whether civil or criminal, in which judgement is given in favour of the person or in which the person is acquitted, or
4. in connection with an application, in relation to those proceedings in which the court grants relief to the person under the *Corporations Law*.
	1. The Company may pay a premium in respect of a contract insuring a person who is or has been an officer against liability incurred by the person as an officer, except in circumstances prohibited by the *Corporations Law*.
	2. For the purposes of this article, ‘officer’ means a Director as defined in these articles or an executive officer as defined in the *Corporations Law*.