



CONSTITUTION

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1. PRELIMINARY

1.1 Exclusion of replaceable rules

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

1.2 Definitions and interpretation

In this Constitution:

- (a) "Act" means the *Corporations Act 2001* or any statutory modification or re-enactment thereof for the time being in force.
- (b) "Board" means the board of Directors for the time being of the Company.
- (c) "Company" means Zoe Support Australia.
- (d) "Directors" means the directors for the time being of the Company and Director has a corresponding meaning.
- (e) "Chair" means the Chair determined under clause 4.8.
- (f) "Guaranteed Amount" means the amount set out in clause 1.5.
- (g) "Holding Company" means a body corporate of which the Company is a subsidiary.
- (h) "Member" means a natural person or body corporate whose name is entered in the Register as a member of the Company in accordance with clause 2.2 and "Membership" has the corresponding meaning.
- (i) "Principal Purpose" means the purpose set out in clause 1.3.
- (j) "Register" means the register of Members of the Company under the Act.
- (k) "Seal" means the common seal of the Company (if any).
- (l) "Secretary" means the secretary for the time being of the Company and if there are joint secretaries, any one or more of such joint secretaries.
- (m) Except where a contrary intention appears in this Constitution, if an expression in the Constitution has a meaning in the Act, the meaning from the Act shall apply to the expression.
- (n) Words importing any one gender shall be deemed and taken to include all genders and the singular to include the plural and the plural the singular unless the contrary as to gender or number is expressly provided.

1.3 Principal Purpose and powers

- (a) The Principal Purpose for which the Company is established is to provide benevolent relief of social isolation, poverty, ill health, destitution and distress of:
 - (i) pregnant women and new mothers who lack the support and resources necessary for meeting both their own and their child's physical, emotional, psychological and educational needs;
 - (ii) women who suffer pregnancy loss, whether stillbirth, IVF, abortion or miscarriage; and
 - (iii) other members of the family constellation, particularly fathers, who are grieving the loss of a child.
- (b) Solely for the purpose of furthering the Principal Purpose, and without limiting the powers of the Company under the Act¹, the Company may do all things incidental or conducive to furthering the Principal Purpose.

1.4 Application of income and property

- (a) The income and property of the Company must be applied solely towards the Principal Purpose.
- (b) No portion of the profits, income or property of the Company may be paid or transferred directly or indirectly to Members by way of dividend, bonus or otherwise in their capacity as Members.
- (c) This clause 1.4 does not prohibit indemnification of, or payment of premiums on contracts of insurance for, any Director to the extent permitted by law and this constitution.
- (d) Despite clause 1.4 (b), payment may be made in good faith to any Member of the Company:

¹ Section 124 Corporations Act (2001) - Legal capacity and powers of a company

- (1) A company has the legal capacity and powers of an individual both in and outside this jurisdiction. A company also has all the powers of a body corporate, including the power to:
 - (a) issue and cancel shares in the company;
 - (b) issue debentures (despite any rule of law or equity to the contrary, this power includes a power to issue debentures that are irredeemable, redeemable only if a contingency, however remote, occurs, or redeemable only at the end of a period, however long);
 - (c) grant options over unissued shares in the company;
 - (d) distribute any of the company's property among the members, in kind or otherwise;
 - (e) give security by charging uncalled capital;
 - (f) grant a floating charge over the company's property;
 - (g) arrange for the company to be registered or recognised as a body corporate in any place outside this jurisdiction;
 - (h) do anything that it is authorised to do by any other law (including a law of a foreign country).

A company limited by guarantee does not have the power to issue shares.

Note: For a company's power to issue bonus, partly—paid, preference and redeemable preference shares, see section 254A.

- (i) in return for any services actually rendered to the Company;
 - (ii) for goods supplied in the ordinary and usual way of business;
 - (iii) by way of interest on money borrowed from any Member of the Company at a rate not exceeding the rate for the time being fixed by the Board; and
 - (iv) of reasonable and proper rent for premises demised or let by any Member of the Company.
- (e) A Director may not be paid directors fees for serving as a Director but payments may be made to Directors in the following circumstances:
- (i) for the payment 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; or
 - (ii) for any service rendered to the Company in a professional or technical capacity where the provision of that service has the prior approval of the Board and the amount payable is approved by a resolution of the Board and is on reasonable commercial terms; or
 - (iii) as an employee of the Company where the terms of employment have been approved by a resolution of the Board.

1.5 Liability of Members

The liability of the Members is limited to the Guaranteed Amount, being ten dollars (\$10.00).

1.6 Contribution of Members on winding up

Every Member undertakes to contribute to the assets of the Company in the event of the Company being wound up while he or she is a Member, or within one year of ceasing to be a Member such amount as may be required not exceeding the Guaranteed Amount, for

- (a) the payment of the debts and liabilities of the Company contracted whilst the Member or past Member as the case may be was a Member;
- (b) the costs charges and expenses of winding up; and
- (c) the adjustment of the rights of the contributors or Members amongst themselves.

1.7 Distribution of assets on revocation of endorsement or winding up

- (a) If the Company is a Deductible Gift Recipient and is wound up, or in the event that the Company is endorsed as a Deductible Gift Recipient and the endorsement is revoked by the Commissioner of

Taxation, the following assets remaining after satisfying the Company's liabilities and expenses must be transferred to one or more funds, authorities or institutions to which income tax deductible gifts may be made :

- (i) Gifts of money or property for the Principal Purpose received during any time that the Company is endorsed as a Deductible Gift Recipient;
 - (ii) Contributions described in item 7 or 8 of the table in section 30-15 of the ITAA 97 in relation to a fund-raising event (as defined by section 995-1 of the ITAA 97) held for that purpose during any time that the Company is endorsed as a Deductible Gift Recipient; and
 - (iii) Money received by the Company because of such gifts or contributions during any time that the Company is endorsed as a Deductible Gift Recipient.
- (b) Any assets remaining after complying with clause (a) above:
- (i) must not be paid or distributed to the Members, and
 - (ii) will be given or transferred to such other fund, authority, institution or company which
 - (A) has similar objects to those of the Company as described in this Constitution, and
 - (B) prohibits the distribution of income, profit or assets to its Members.
- (c) The identity of the fund authority institution or company will be decided by the Members by ordinary resolution on or before the time of such winding up or dissolution. If the Members fail to decide, the fund, authority, institution or company shall be determined by application to the Supreme Court in the State of incorporation.

2. MEMBERSHIP

2.1 Eligibility, application and admission

- (a) Any natural person or corporation (incorporated or otherwise) committed to the Principal Purpose of the Company may be a Member provided:
 - (i) Application for Membership is made on the prescribed Application Form and the Membership fee (if any) has been paid;
 - (ii) The person or applicant agrees in writing to provide a guarantee of not less than the Guaranteed Amount to defray such liabilities and expenses of the Company upon its winding up or dissolution;

- (iii) The application for Membership has been accepted by the Board and such acceptance may be determined by the Board using any criteria as the Board alone may determine; and
 - (iv) The name of the Member has been entered in the Register of Members.
- (b) The Board may decline any application for Membership and is not bound to give reasons why the application was not accepted.
 - (c) The first Members shall be those named as members in the application for the Company's registration under the Act provided they have consented to become members.
 - (d) The minimum number of Members is one (1).

2.2 Register of Members

- (a) The Secretary will maintain a Register of Members at the Company's registered office.
- (b) When an applicant has been accepted for Membership the Secretary will cause the Member's name to be entered in the Register of Members and will send to the Member written notice of the acceptance.
- (c) The address of a Member in that Register will be the address of the Member for the purpose of service of any notices to Members.
- (d) The rights of any Member will not be transferable.

2.3 Discipline of Members

- (a) The Board may by resolution expel a Member from the Company if, in their absolute discretion, they decide it is not in the interests of the Company for the person to remain a Member.
- (b) If the Board intends to consider a resolution under clause 2.3(a), at least one week before the meeting at which the resolution is to be considered, they must give the Member written notice:
 - (i) stating the date, place and time of the meeting;
 - (ii) setting out the intended resolution and the grounds on which it is based; and
 - (iii) informing the Member that he or she may attend the meeting and may give an oral or written explanation or submission before the resolution is put to the vote.
- (c) Any Member excluded from the Company may at any time apply to the Board to be readmitted as a Member.
- (d) No person may be a Director following expulsion or during suspension as a Member unless such a person is subsequently readmitted as a Member.

2.4 Cessation of Membership

- (a) A person ceases to be a Member on:
 - (i) resignation; or
 - (ii) in the case of a natural person:
 - (A) death;
 - (B) becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally;
 - (C) the termination of the person's Membership by the Board or by the Company in general meeting in accordance with this Constitution; or
 - (D) the Directors deeming, in their sole discretion, the Member to be an untraceable member because the person has not responded to correspondence sent to the contact details entered in the Members Register for that Member; or
 - (iii) in the case of a body corporate:
 - (A) being dissolved or otherwise ceasing to exist;
 - (B) having a liquidator or provisional liquidator appointed to it;
 - (C) being insolvent; or
 - (D) the Directors deeming, in their sole discretion, the Member to be an untraceable member because the Member has not responded to correspondence sent to the contact details entered in the Members Register for that Member.
- (b) A Member whose Membership is terminated will be liable for all moneys due by that Member to the Company in addition to any sum not exceeding the Guaranteed Amount for which the Member is liable under this Constitution.
- (c) A Member whose Membership is terminated will not make any claim, monetary or otherwise, on the Company, its funds or property except as a creditor thereof.
- (d) Any person or corporation who for any reason ceases to be a Member shall no longer represent themselves in any manner as being a Member.

3. MEETINGS OF MEMBERS

3.1 Annual general meeting

- (a) Subject to the Act, a general meeting shall be held at least once in every calendar year and within the period of five (5) months after the end of the financial year at such time and place as may be determined by the Board. The abovementioned general meeting shall be called the “Annual General Meeting”.
- (b) The business of the Annual General Meeting may include any of the following, even if not referred to on the notice of meeting:
 - (i) the consideration of the Annual Financial Statements, Directors’ Declaration and Directors’ Report and Auditor’s Report;
 - (ii) the election of Directors;
 - (iii) the appointment of the auditor; and
 - (iv) the fixing of the auditor’s remuneration.

3.2 Convening general meetings

- (a) A general meeting may only be called:
 - (i) by a Directors’ resolution; or
 - (ii) in accordance with a Members’ requisition under the Act; or
 - (iii) as otherwise provided in the Act.
- (b) The Board may change the venue for, postpone or cancel a general meeting, provided that if the general meeting was not called by a Directors’ resolution or was called in accordance with a Members’ requisition under the Act, then it may not be postponed or cancelled without the prior written consent of the persons who called or requisitioned the meeting.

3.3 Notice of general meetings

- (a) A notice of meeting of Members shall specify:
 - (i) the place, the day and the time of the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
 - (ii) the general nature of the business to be transacted at the meeting; and
 - (iii) such other information as is required by section 249L of the Act.
- (b) The Company may hold a meeting of its Members at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

- (c) Subject to the provisions of the Act relating to agreements for shorter notice, at least 21 days' notice must be given of a meeting of Members.
- (d)
 - (i) Notice of every meeting of Members shall be given in the manner authorised by clause 5.8 to:
 - (A) every Member and to every Director; and
 - (B) the auditor for the time being of the Company.
 - (ii) No other person is entitled to receive notices of meetings of Members.

3.4 Chair of general meetings

- (a) The Chair shall preside as chair at every General Meeting.
- (b) If there is no Chair or the Chair is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting, the Deputy Chair will chair the meeting.
- (c) If the Deputy Chair is not present or is present but is unwilling to act for all or part of the meeting, the Members present shall elect one of their number to chair the meeting (or part of it).

3.5 Quorum for general meetings

- (a) No business shall be transacted at any meeting of Members unless a quorum of Members is present at the time when the meeting proceeds to business.
- (b) A quorum of Members for a meeting is such number as is the nearest whole number above one half of the total number of registered Members.
- (c) For the purpose of determining whether a quorum is present, a person attending as a proxy, or as representing a body corporate that is a Member, shall be deemed to be a Member.

3.6 Adjournment of general meetings

- (a) If a quorum is not present within fifteen (15) minutes from the time appointed for the meeting:
 - (i) where the meeting was convened upon the request 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 Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place; and

- (B) if at the adjourned meeting a quorum is not present within fifteen (15) minutes from the time appointed for the meeting, then the meeting shall be dissolved.
- (b) (i) The chair shall adjourn a meeting of Members from time to time and from place to place if the Members present with a majority of votes that may be cast at that meeting agree or direct the chair to do so. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (ii) When a meeting of Members is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (iii) Except as provided by the preceding paragraph, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

3.7 Voting at general meetings

- (a) (i) At any meeting of Members a resolution put to the vote of the meeting shall be decided on a show of hands or by voices or such other method as the chair determines unless a poll is demanded (before a vote is taken or immediately after the declaration of the result of the show of hands) by at least two thirds of the Members present in person or by proxy.
- (ii) Unless a poll is so demanded, a declaration by the chair that a resolution has on a show of hands or by voices or such other method as the chair determines, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (iii) The demand for a poll may be withdrawn.
- (b) (i) If a poll is duly demanded, it shall be taken in such a manner as the chair directs and unless the meeting is adjourned, the result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.
- (ii) A poll demanded on the election of the chair or on a question of adjournment shall be taken immediately.
- (c) In the case of an equality of votes, whether on a show of hands or by voices or such other method as the chair determines, or on a poll, the chair of the meeting of Members at which the show of hands or indication by voices or such other method of voting takes place or at which the poll is demanded will have a casting vote in addition to any vote the chair may have in the capacity as a Member.

- (d) Subject to any rights or restrictions for the time being attached to any Member:
 - (i) at meetings of Members each Member entitled to vote may vote in person or by proxy or attorney or representative; and
 - (ii) on a show of hands or indication by voices or such other method and on a poll, every person present who is a Member or a proxy or attorney or representative of a Member has one vote, and on a poll every person present in person or by proxy or attorney or representative has one vote.
- (e) If the Membership is held jointly and more than one such joint Member votes, only the vote of the Member whose name appears first in the Register of Members counts.
- (f) If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, his or her committee or trustee or such other person as properly has the management of his or her estate may exercise any rights of the Member in relation to a meeting of Members as if the committee, trustee or other person were the Member.
- (g) A Member is not entitled to vote at a meeting of Members unless all sums presently payable by him or her in respect of the Company have been paid.
- (h)
 - (i) An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.
 - (ii) Any such objection shall be referred to the chair of the meeting of Members, whose decision is final.
 - (iii) A vote not disallowed pursuant to such an objection is valid for all purposes.

3.8 Proxies

- (a) A Member who is entitled to attend and cast a vote at a meeting of Members may appoint a person (whether or not a Member) as the Member's proxy to attend and vote for the Member at the meeting.
- (b) An instrument appointing a proxy:
 - (i) shall be in writing under the hand of the appointor or of his or her attorney duly authorised in writing or, if the appointor is a corporation, either under seal or executed in accordance with the Act or under the hand of an officer or attorney duly authorised;
 - (ii) may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote in the resolution except as specified in the instrument;

- (iii) shall be deemed to confer authority to demand or join in demanding a poll;
 - (iv) shall be in a form that is as similar to the form in Appendix 1 as the circumstances allow; and
 - (v) shall not be treated as valid unless the instrument and the power of attorney or other authority (if any) under which the instrument is signed or a copy of that power or authority certified by a solicitor or a notary public, is or are deposited not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, at the registered office of the Company or at such other place in Australia as is specified for that purpose in the notice convening the meeting.
- (c) A vote given in accordance with the terms of an instrument of proxy or of a power of attorney is valid notwithstanding the previous death or unsoundness of mind of the principal, the revocation of the instrument (or of the authority under which the instrument was executed) or of the power, providing no intimation in writing of the death, unsoundness of mind or revocation was made before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

4. DIRECTORS

4.1 Appointment and removal of Directors

- (a) The number of the Directors shall be not less than three (3).
- (b) The maximum number of Directors shall be nine (9) subject to the following subclause.
- (c) The Company may from time to time by resolution passed at a general meeting fix the number of Directors or increase or reduce the number of Directors (but so that the number shall be not less than three).
- (d) The first Directors shall be those named as Directors in the application for the Company's registration under the Act provided they have consented to become Directors.
- (e) The Company may from time to time by resolution passed at a general meeting appoint a person to be a Director of the Company. The resolution may specify the period during which the Director is to hold office and if it does so specify the Director will cease to hold office at the expiration of that period but will be eligible for reappointment. If the Members' resolution does not specify the term of the Director's appointment, the Director will hold office in accordance with clause 4.3.

- (f) A Director must have the suitable qualifications, skills and experience to discharge the functions of a Director as determined by the Board from time to time.
- (g) In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or of convening a meeting of Members for that purpose.
- (h) The Directors shall have power at any time and from time to time to:
 - (i) appoint a new Director to fill any casual vacancy; and
 - (ii) appoint additional Directors.
- (i) Any Director appointed under the previous paragraph shall hold office only until the next Annual General Meeting of the Company and shall then be eligible for election but shall not then be taken into account in determining the number of Directors if any who are to retire by rotation at such meeting.
- (j) It shall not be necessary for a Director to be a Member by way of qualification and a Director who is not a Member shall be entitled to receive notices of and attend and speak at meetings of Members.
- (k) The Company may from time to time by resolution passed at a general meeting remove any Director.
- (l) In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:
 - (i) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - (ii) resigns his or her office by notice in writing to the Company;
 - (iii) is absent without the consent of the Directors from three (3) consecutive meetings of the Board or at least 4 meetings over twelve 12 months without leave of absence;
 - (iv) holds any other office or profit under the Company without the consent of the Company in general meeting; or
 - (v) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his or her interest as required by clause 4.13.

4.2 Defects in appointment of Directors

All acts done by any meeting of the Board or of a committee of the Board or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a

person to be a Director or a member of the committee, or to act as a Director, or that person so appointed was disqualified, as valid as if the person had been duly appointed and was qualified to be a Director or to be a member of the committee.

4.3 Rotation of Directors

Subject to any decision of the members, Directors shall retire and may be eligible for re-election in accordance with a rotation policy determined by the Directors.

4.4 Powers and duties of Directors

- (a) Subject to the Act and to any other provision of this Constitution, the business of the Company shall be managed by the Directors, who may pay all expenses incurred.
- (b) Without limiting the generality of the preceding paragraph, the Directors may exercise all the powers of the Company to borrow money, to charge any property or business of the Company or give any other security for a debt, liability or obligation of the Company or of any other person.
- (c)
 - (i) The Directors may, by power of attorney, appoint any person or persons (either by name or by reference to position or office held) to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
 - (ii) Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in him or her.
- (d) All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed, executed, as the case may be in such manner as the Directors determine.

4.5 Meetings of Directors

The Board may meet together for the dispatch of business and adjourn and otherwise regulate its meetings as it thinks fit.

4.6 Convening meetings of Directors

The Board may at any time, and a Secretary shall on the requisition of a Director, convene a meeting of the Directors.

4.7 Quorum for Directors' meetings

At a meeting of the Directors, the number of Directors whose presence is necessary to constitute a quorum is such number as is equal to half of the total number of Directors plus one and if that number is not a whole number then the nearest whole number above, provided that each such Director is entitled under the law to vote on a motion that may be moved at that meeting.

4.8 Chair and office bearers

- (a) From time to time as required, the Board by simple majority (if applicable) shall appoint the Chair from among the Board and determine the period for which such Chair is to hold office.
- (b) Where a meeting of the Board is held and the Chair is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting, the Directors present shall elect one of their number to be chair of such meeting or part of it.
- (c) Office Bearers of the Company other than the Chair may be elected by the Board from among the Board by a simple majority for an annual term of office.
- (d) The description, number and duties of the Office Bearers shall be determined by the Board from time to time.
- (e) An Office Bearer, including the Chair, may be elected for more than one successive term.
- (f) The Board may, upon resolution passed by not less than two-thirds of the Members of the Board present, remove or suspend the person holding any of the above offices provided that not less than twenty one (21) days' notice in writing of an intention to move for such removal or suspension is given to the Secretary by the persons intending to move and second that motion.

4.9 Voting at Directors' meetings

- (a) Subject to this Constitution, questions arising at a meeting of Directors shall be decided by a majority of votes of Directors present and voting and any such decision shall for all purposes be deemed a decision of the Directors.
- (b) In a case of an equality of votes, the Chair of the meeting shall have a casting vote in addition to any vote the Chair may have in the capacity as a Director.

4.10 Delegation of powers

- (a) The Directors may delegate any of their powers to a committee or committees consisting of such of their number as they think fit.
- (b) A committee may be comprised of both Directors and non-Directors.

- (c) A committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of the Directors and a power so exercised shall be deemed to have been exercised by the Directors.
- (d) The members of such a committee may elect one of their number as chair of their meetings.
- (e) Where such a meeting is held and:
 - (i) a chair has not been elected as provided by the preceding paragraph; or
 - (ii) the person so elected is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting;

the members present shall elect one of their number to chair the meeting or part of it.
- (f) A committee may meet and adjourn as it thinks proper.
- (g) Questions arising at a meeting of a committee shall be determined by a majority of votes of the members present and voting.
- (h) In the case of an equality of votes, the chair shall have a casting vote in addition to any vote the chair may have in the capacity as a committee member.

4.11 Electronic meetings of Directors

- (a) A meeting of Directors may be called or held using any technology consented to by all of the Directors. Consent of a Director for the purposes of this clause may be a standing one. A Director may only withdraw his or her consent within a reasonable time before the meeting of Directors.
- (b) For the purposes of this Constitution, the contemporaneous linking together by an instantaneous communication device of a number of Directors not less than the quorum, whether or not any one or more of the Directors is out of Australia, shall be deemed to constitute a meeting of the Directors and all the provisions of this Constitution as to meetings of the Directors shall apply to any such meeting held by an instantaneous communication device provided the provisions of this clause are complied with.
- (c) All the Directors for the time being entitled to receive notice of the meeting of Directors shall be entitled to notice of a meeting held by an instantaneous communication device and to be linked by an instantaneous communication device for the purpose of such meeting. Notice of any such meeting shall be given on the instantaneous communication device or in any other manner permitted by this Constitution.
- (d) Each of the Directors taking part in the meeting by an instantaneous communication device must be able to hear each

other of the Directors taking part at the commencement of the meeting.

- (e) A Director may not leave a meeting held by an instantaneous communication device by disconnecting his or her instantaneous communication device unless he or she has previously expressly notified the chair of the meeting of his or her intention to leave the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during such a meeting until such notified time of his or her leaving the meeting.
- (f) A minute of the proceedings at meetings held by an instantaneous communication device shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chair of the meeting.
- (g) For the purpose of this clause "instantaneous communication device" shall include telephone, television or any other audio and/or visual device which permits instantaneous communication.

4.12 Circulating resolutions

- (a) The Directors of the Company may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is passed when the last Director signs.
- (d) For the purposes of this clause, a document or documents may be transmitted by email, facsimile or other electronic means of transmission.

4.13 Directors' conflicts of interest

Subject to complying with the Act regarding disclosure of and voting on matters involving material personal interests, a Director may:

- (a) hold any office in the Company, except that of auditor, unless being or becoming a Director would breach any law by reason of holding that office;
- (b) hold any office in any other company, body corporate, trust or entity promoted by the Company or in which it has an interest of any kind;
- (c) enter into a contract or arrangement with the Company;
- (d) participate in any association, institution, fund, trust or scheme for past or present employees or Directors of the Company or persons dependent on or connected with them;

- (e) act in a professional capacity (or be a member of a firm which acts in a professional capacity) for the Company, except as auditor; and
- (f) sign or participate in the execution of a document by or on behalf of the Company; and
- (g) do any of the above despite the fiduciary relationship of the Director's office:
 - (i) without any liability to account to the Company for any direct or indirect benefit accruing to the Director; and
 - (ii) without affecting the validity of any contract or arrangement.

4.14 Wholly-owned subsidiaries

If the Company is a wholly-owned subsidiary, the Directors are expressly authorised to act in the best interests of the Holding Company and in doing so shall be deemed to be acting in good faith and in the best interests of the Company provided that:

- (a) the Company is not insolvent at the time the Directors so act; and
- (b) the Company does not become insolvent because of the Directors' act.

5. ADMINISTRATION

5.1 Minutes

- (a) The Directors will cause minutes of:
 - (i) all proceedings and resolutions of meetings of Members;
 - (ii) all proceedings and resolutions of meetings of the Directors, including meetings of a committee of Directors;
 - (iii) resolutions passed by Members without a meeting; and
 - (iv) resolutions passed by Directors without a meeting,
 to be duly entered into the books kept for that purpose in accordance with the Act.
- (b) A minute recorded and signed in accordance with the Act is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.
- (c) Books containing the minutes of meetings of Members and resolutions passed by Members without a meeting will be open for inspection by any Member free of charge.

5.2 Accounts

- (a) The Directors will cause to be kept proper books of accounts in which will be kept true and complete accounts of the affairs and transactions of the Company. Proper books will not be deemed to

be kept unless the books give a true and fair view of the state of the Company's affairs and explain its transactions.

- (b) The Financial Year will begin on the first day of July and end on the thirtieth day of June.
- (c) The accounts will be held at the registered office or any other place as the Directors think fit.
- (d) The accounts will always be open to inspection by the Directors.
- (e) The Directors will arrange for the financial report, the Directors' report and the Auditors' report as required by the Act to be made out and laid before the Annual General Meeting.

5.3 Audit

- (a) If required under the Act, a registered company auditor must be appointed.
- (b) The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the Act.

5.4 Inspection of records

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

5.5 Execution of documents

- (a) The Company may have a Seal, known as the common seal, on which its name, its Australian Company Number and the words "Common Seal" are engraved.
- (b) If the Company has a Seal the Directors shall provide for the safe custody of the Seal.
- (c) The Seal shall be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to authorise the use of the Seal.
- (d) The Company may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by:
 - (i) two Directors; or
 - (ii) one Director and one Secretary; or

- (iii) one Director and another person appointed by the Directors for that purpose.

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

- (e) The Company may execute a document without using a Seal if the document is signed by:
 - (i) two Directors; or
 - (ii) one Director and one Secretary; or
 - (iii) one Director and another person appointed by the Directors for that purpose.
- (f) A facsimile signature may not be affixed to a document unless the auditors, internal auditors or bankers of the Company have reported to the Board in writing that the document may be sealed in that manner.

5.6 By laws

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

5.7 Alteration of Constitution

The Company may only alter this Constitution by special resolution in accordance with the Act.

5.8 Notices

- (a) A notice may be given by the Company to any Member by:
 - (i) serving it on him or her personally;
 - (ii) sending it by post to him or her at his or her address, including any email address, as shown in the Register of Members or the address supplied by him or her to the Company for the giving of notices to him or her; or
 - (iii) sending it by facsimile transmission to a facsimile number supplied by the Member to the Company for the giving of notices to the Member.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effective by properly addressing prepaying and posting a letter containing the notice, and to have been effected, in the case of a notice to a Member, on the day after the date of its posting and, in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- (c) Where a notice is sent by facsimile, service of the notice shall be deemed to be effected on receipt by the Company of a transmission report confirming successful transmission.

- (d) Where a notice is sent by email, service of the notice shall be deemed to be effected twenty-four (24) hours after the transmission of the email unless the person transmitting the email is notified at any time that the email was undelivered or undeliverable.
- (e) A notice may be given by the Company to joint Members by giving notice to the joint Member first named in the Register of Members.

5.9 Officers: indemnities and insurance

- (a) To the extent permitted by the Act:
 - (i) the Company indemnifies every person who is or has been an Officer of the Company or of a wholly-owned subsidiary of the Company against any liability for costs and expenses incurred by that person in defending any proceedings in which judgement is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any proceedings in which the Court grants relief to the person under the Law; and
 - (ii) the Company indemnifies every person who is or has been an Officer of the Company or of a wholly-owned subsidiary of the Company against any liability incurred by that person, as an Officer of the Company or of a wholly-owned subsidiary of the Company, to another person (other than the Company or a related body corporate of the Company) unless the liability arises out of conduct involving a lack of good faith.
- (b) The Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Company or of a subsidiary of the Company against a liability:
 - (i) incurred by the person in his or her capacity as an Officer of the Company or a subsidiary of the Company or in the course of acting in connection with the affairs of the Company or a subsidiary of the Company or otherwise arising out of the Officer's holding such office PROVIDED THAT the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a subsidiary of the Company or a contravention of Sections 182 and 183 of the Act; or
 - (ii) for costs and expenses incurred by that person in defending proceedings, whatever their outcome.
- (c) In the two preceding clauses:
 - (i) the term "proceedings" means any proceedings whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in his or her capacity as such an Officer or in the course of acting in connection with the affairs of the Company or a wholly-owned subsidiary or subsidiary of the Company or otherwise arising out of the Officer's holding such officer

(including proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Company or a wholly-owned subsidiary or subsidiary of the Company); and

- (ii) the term “Officer” has the meaning given to that term in Section 9 of the Act.

5.10 Winding up

- (a) Subject to clause 1.7, the Company may be dissolved by a special resolution of Members at a meeting of Members.

APPENDIX

Zoe Support Australia

I/We being a
 member/members of the abovenamed Company hereby appoint
 of
 or, in his or her absence,
 of
 as my/our proxy to vote for
 me/us on my/our behalf at the meeting of Members of the
 Company to be held on the day of
, 20.... and at any
 adjournment of that meeting.

SIGNED this day of
, 2013