

**Memorandum**  
**and**  
**Articles of Association**

of

WADDI HOUSING AND ADVANCEMENT CORPORATION  
LIMITED

\$3.00	\$3.00
Stamp Duty	Stamp Duty
New South Wales	New South Wales
Corporate	Corporate
Affairs	Affairs
Commission	Commission

20.12.76

SEAL  
CORPORATE AFFAIRS  
COMMISSION  
NEW SOUTH WALES

No. of Company  
187741-15

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## **CERTIFICATE OF INCORPORATION OF PUBLIC COMPANY**

Companies Act, 1961 – Section 16 (3)

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THIS IS TO CERTIFY that

### **WADDI HOUSING AND ADVANCEMENT CORPORATION LIMITED**

Is, on and from the twentieth day of December 1976, incorporated under the Companies Act, 1961, and that the company is a company limited by guarantee.

GIVEN under the seal of the Corporate Affairs Commission at Sydney,

This twentieth day of December, 1976.

F.J.O. Ryan  
Commissioner  
CORPORATE AFFAIRS  
COMMISSION  
NEW SOUTH WALES

Exd.

Companies Act, 1961

(as amended)

A Company Limited by Guarantee

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**MEMORANDUM OF ASSOCIATION**

**OF**

**WADDI HOUSING AND ADVANCEMENT CORPORATION LIMITED**

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1. The name of the Company is "WADDI HOUSING AND ADVANCEMENT CORPORATION LIMITED".
  
2. The objects for which the Company is established are:
  - (a) To rent let licence provide housing accommodation premises land property real and personal services to members and their dependents on such terms and conditions as the members deem fit.
  - (b) To provide or assist in providing of emergency and temporary accommodation for persons of Aboriginal and Island descent and their dependents on such terms and conditions as the members deem fit.
  - (c) To establish half-way house accommodation for persons of Aboriginal and Island descent and their dependents and to assist such persons in the smooth and secure entry into independent life.

- (d) To establish develop or assist in establishing developing Aboriginal and Island housing projects.
- (e) To strengthen build up and contribute to the identity sense of purpose and culture of persons of Aboriginal and Island decent.
- (f) To provide and maintain buildings and grounds for education recreation health arts and craft and culture child minding legal offices or any other community purpose and promote and assist clubs and workshops for any such purposes.
- (g) To purchase take on lease or in exchange hire and otherwise acquire any lands buildings easements or property real and personal and any rights or privileges which may be requisite for the purposes of or capable of being conveniently used in connection with any of the objects of the Company. Provided that in case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as is allowed by law having regard to such trusts.
- (h) To erect construct improve maintain develop work manage carry out alter or control any houses buildings grounds works or conveniences which may seem calculated directly or indirectly to advance the Company's interests and to contribute to subsidise or otherwise assist and take part in the erection construction improvement maintenance development working management carrying out alteration or control thereof.
- (i) To subdivide land make and maintain private ways bridges culverts and drains and make an open and dedicate roads.
- (j) To promote and carry out any charitable undertaking.
- (k) To do anything calculated to improve the conditions of urban or rural life in relation to the objects of the Company.
- (l) To actively seek funds from various community sources and governmental sources to assist and promote the aims of the Company.

- (m) To subscribe to become a member of and co-operate with any other company association or organization whether incorporated or not whose objects are altogether or in part similar to those of the Company provided that the Company shall not subscribe to or support with its funds any club association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under or by virtue of Clause 3 of this Memorandum.
- (n) To enter into any arrangements with any government or authority supreme municipal local or otherwise that may seem conducive to the Company's objects or any of them; and to obtain from any such government or authority any rights privileges and concessions which the Company may think it desirable to obtain; and to carry out exercise and comply with any such arrangements rights privileges and concessions.
- (o) To appoint employ remove or suspend such managers clerks secretaries servants workmen and other persons as may be necessary or convenient for the purpose of the Company.
- (p) To subscribe pay loan or guarantee money for charitable or benevolent objects or for any public general useful object.
- (q) To invest and deal with the money of the Company not immediately required in such manner as may be permitted by law for the investment of trust funds.
- (r) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt liability contract guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Company's property (both present and future) and to purchase redeem or pay off any such securities.
- (s) To make draw accept endorse discount execute and issue promissory notes bills of exchange bills of lading and other negotiable or transferable instruments.

2. (t) In furtherance of the objects of the Company to improve manage develop lease turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (u) To take or hold mortgages liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price of any part of the Company's property of whatsoever kind sold by the Company or any money due to the Company from purchasers and others.
- (v) To take any gift of property whether subject to any special trust or not for any one or more of the objects of the Company.
- (w) To take such steps by personal or written appeals public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations annual subscriptions or otherwise.
- (x) To print and publish any newspapers periodicals books or leaflets that the Company may think desirable for the promotion of its objects.
- (y) In furtherance of the objects of the Company to amalgamate with any companies institutions societies or associations having objects altogether or in part similar to those of the Company and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as that imposed upon the Company under or by virtue of Clause 3 of this Memorandum.
- (z) In furtherance of the objects of the Company to purchase or otherwise acquire and undertake all or any part of the property assets liabilities and engagements of any one or more of the companies institutions societies or associations with which the Company is authorised to amalgamate.
- (aa) In furtherance of the objects of the Company to transfer all or any part of the property assets liabilities and engagements of the Company to any one or more of the companies institutions societies or associations with which the Company is authorised to amalgamate.
- (bb) To make donations for patriotic or charitable purposes.

- (cc) To sell exchange or dispose of the undertakings of the Company or any part thereof but only if authorised by special resolution of the members.
  - (dd) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Company.
3. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise however by way of profit to the members of the Company.

Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company any member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest at a rate not exceeding interest at the rate for the time being charged by bankers in Sydney for overdrawn accounts on money lent or reasonable and proper rent for premises demised or let by any member to the Company but so that no member of the council of management or governing body of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Company to any member of such council or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company. Provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the council of management or governing body may be a member and in which such member shall not hold more than one-hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of such payment.

4. The liability of the members is limited.

5. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member or within one year after he ceases to be a member for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs charges and expenses of winding up and for the adjustment of the rights of the contributors amongst themselves such amount as may be required not exceeding One Dollar.

6. (a) For the purposes of this clause:

**'Surplus Assets'** means any assets of the Company that remain after:

- a) The Company has complied with its obligations in relation to the transfer of all Community Housing Assets in accordance with clause 6(b); and
- b) Paying all debts and other liabilities of the Company, including the costs of winding up.

**'Community Housing Asset'** has the meaning as defined in the National Law;

**'National Law'** means the *Community Housing Providers (Adoption of National Law) Act 2012* (NSW).

Community Housing Assets

- (b) If the Company is wound up, in accordance with the National Law, all Community Housing Assets in a participating jurisdiction must be transferred to another registered community housing provider or to a housing agency (as defined in the National Law) in the jurisdiction in which the Community Housing Assets are located.



### Surplus Assets

- (c) If the Company is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any Surplus Assets must not be distributed to a member or a former member of the Company, unless that member or former member is a charity described in clause 6(d).
  - (d) Subject to the Corporations Act, any other applicable Act and any court order, any Surplus Assets that remain after the Company is wound up must be distributed to one or more charities:
    - (I) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 2;
    - (II) which also prohibit the distribution of any assets to its members to at least the same extent as the Company; and
    - (III) that is or are deductible gift recipients within the meaning of the *Income Tax Assessment Act 1997* (Cth).
  - (e) The decision as to the charity or charities to be given the Surplus Assets must be made by a Special Resolution of members at or before the time of winding up. If the members do not make this decision, the Company may apply to the Supreme Court to make this decision.
7. True accounts shall be kept of the sums of money received and expended by the Company and the matter in respect of which such receipt and expenditure takes place and of the property credits and liabilities of the Company and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being in force shall be open to the inspection of the members. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.

8. The full names addresses and occupations of the subscribers are as follows:

HECTOR TURNER, Labourer  
Carrington Street,  
DARLINGTON POINT.  
N.S.W. 2706

CHERYL ANN MORGAN, Home Duties  
Carrington Street,  
DARLINGTON POINT.  
N.S.W. 2706

GEOFFREY MORGAN, Labourer  
Carrington Street,  
DARLINGTON POINT.  
N.S.W. 2706

MARCIA KING, Home Duties  
White Street,  
DARLINGTON POINT.  
N.S.W. 2706

NICHOLAS RAYMOND CARTER Plant Operator  
C/- Caravan Park,  
DARLINGTON POINT.  
N.S.W. 2706

EVELYN GLASS, Home Duties  
133 Corbett Street,  
DARLINGTON POINT.  
N.S.W. 2706

BERYL SMITH, Home Duties  
Kook Street,  
DARLINGTON POINT.  
N.S.W. 2706

KATHLEEN CARTER, Home Duties  
C/- Caravan Park,  
DARLINGTON POINT.  
N.S.W. 2706

CHERYL EDWARDS, Pensioner  
Darlington Street,  
DARLINGTON POINT.  
N.S.W. 2706

MURRAY JAMES EDWARDS, Labourer  
White Street,  
DARLINGTON POINT.  
N.S.W. 2706

WILLIAM EDWARDS, Labourer  
Darlington Street,  
DARLINGTON POINT.  
N.S.W. 2706

NORA MILLS, Home Duties  
Carrington Street,  
DARLINGTON POINT.  
N.S.W. 2706

VIOLET ISABEL EDWARDS, Home Duties  
Darlington Street,  
DARLINGTON POINT.  
N.S.W. 2706

MURIEL ROSEMARY HARRISON, Home Duties  
Darlington Street,  
DARLINGTON POINT.  
N.S.W. 2706

ANNIE LOUISA FREEMAN, Home Duties  
McAlister Street,  
DARLINGTON POINT.  
N.S.W. 2706

EDWARD CARTER (SNR.) Labourer  
133 Corbett Street,  
DARLINGTON POINT.  
N.S.W. 2706

MARY CALLEN, Home Duties  
Darlington Street,  
DARLINGTON POINT.  
N.S.W. 2706

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuant of the Memorandum of Association.

Signatures of Subscribers and Addresses of Subscribers	Witness to Signatures and Address of Witness
<p>Hector Turner Carrington Street, Darlington Point</p> <p>Cheryl Ann Morgan Carrington Street, Darlington Point.</p> <p>Geoffrey Morgan Carrington Street, Darlington Point.</p> <p>Marcia King White Street, Darlington Point.</p> <p>Nicholas Raymond Carter C/- Caravan Park, Darlington Point.</p>	<p>William Callen, Darlington Street, Darlington Point. N.S.W.</p> <p><u>Witness to 5 signatures</u></p>

Signatures of Subscribers and Addresses of Subscribers	Witness to Signatures and Address of Witness
<p>Evelyn Glass 133 Corbett Street, Darlington Point. N.S.W 2706.</p> <p>Beryl Smith Kook Street, Darlington Point.</p> <p>Kathleen Carter C/- Caravan Park, Darlington Point.</p> <p>Cheryl Edwards Darlington Street Darlington Point.</p>	<p>William Callen Darlington Street, Darlington Point. N.S.W.</p> <p>Witness to 4 signatures</p>

Signatures of Subscribers and Addresses of Subscribers	Witness to Signatures and Address of Witness
<p>Murray James Edwards 6 White Street, Darlington Point.</p> <p>William Edwards Darlington Street, Darlington Point.</p> <p>Nora Mills Carrington Street, Darlington Point.</p> <p>Violet I. Edwards Darlington Street, Darlington Point.</p>	<p>William Callen Darlington Street, Darlington Point. N.S.W.</p>





Companies Act, 1961

(as amended)

A Company Limited by Guarantee

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**ARTICLES OF ASSOCIATION**  
**OF**  
**WADDI HOUSING AND ADVANCEMENT CORPORATION LIMITED**

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**I PRELIMINARY**

1. In these presents unless there be something in the subject or context inconsistent therewith:

"The Act" means the Companies Act, 1961 and any statutory modification thereof.

"The Company" or "the Project" means WADDI HOUSING AND ADVANCEMENT CORPORATION LIMITED.

"Special resolution" shall have the meaning assigned thereto by the Act.

"The Directors" means the Directors of the Company present at a duly convened meeting of the Directors at which a quorum is present.

"The office" means the registered office for the time being of the Company.

"The register" means the register of members kept pursuant to the Act.

"Year" means calendar year.

"In writing" and "written" include printing lithography and other modes of representing or reproducing words in a visible form.

Words importing the singular number include the plural number and vice versa. Words importing any gender include the other genders.

Words importing persons include corporation.

"Secretary" includes an acting secretary or assistant secretary or other persons for the time being appointed by the Directors to perform any of the duties of the secretary.

Subject as aforesaid any words or expressions defined in the Act shall bear the same meanings in these Articles.

The expression "persons of Aboriginal or Island descent" whenever used in the Articles of Association or the Memorandum shall mean persons one of whose ancestors was an aboriginal inhabitant of the Australian Continent or an Island on the Australian Continental Shelf (the Island of New Guinea and its politically associated islands excluded).

2. Regulations contained in Table "A" of the Fourth Schedule to the Act shall not apply to the Company.

## **II MEMBERS**

3. At the date of adoption of these Articles the registered number of the members of the Company is One hundred (100). The Directors may from time to time register an increase in the number of members.
4.
  - (a) The original members shall be the subscribers.
  - (b) The Directors and the members may from time to time elect additional members provided they are persons of Aboriginal or Island descent.
  - (c) A candidate for election as a member shall nominate in writing and shall sign and forward to the secretary an application in the following form or to the effect thereof:



- (b) If his annual subscription is unpaid for more than four months after it has become due and the Directors determine that he shall cease to be a member; or
- (c) If the Company resolves by special resolution that:
  - (i) the member has failed to discharge his obligations to the Company where prescribed by these Articles or arising out of any contract or
  - (ii) the member has been guilty of conduct detrimental to the Company of which is calculated to bring discredit to the Company.

In either case the member shall be given opportunity to show cause why his membership should not be terminated.

### **III ASSOCIATE MEMBERS**

- 8. (a) Any person who evinces an intent or a desire to promote the objectives and purposes of the Company may be admitted as Associate members of the Company subject to Article 9.
  - (b) An associate member shall not be entitled to notice of or to attend any general meeting of the Company and shall not for the purposes of any provision of the Act or these Articles be deemed to be a member of the Company.
  - (c) Associate members shall have such privileges and concessions as the Directors from time to time prescribed subject to paragraph (b) of this Article.
  - (d) Such privileges and concessions shall be personal to the associate members shall not be transferable and shall cease when they respectively cease to be associate members.
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- 9. (a) An associate member shall pay to the Company an annual subscription of such amount as it from time to time prescribed by the Directors and is for the time being applicable to him.
  - (b) The Directors may prescribe different rates of subscription for certain associate members.
  - (c) Every annual subscription of an associate member shall become due on the first day of April in each year and shall be paid within three months thereafter.

10. An associate member shall ipso facto cease to be such:
- (a) If by notice in writing to the secretary he resigns and his resignation is accepted by the Directors; or
  - (b) If his annual subscription is unpaid for more than four months after it has become due and the Directors determine that he shall cease to be an associate member; or
  - (c) If the Company resolves by special resolution that:
    - (i) he has failed to discharge his obligations to the Company where prescribed by these Articles or arising out of any contract or
    - (ii) he has been guilty of conduct detrimental to the Company or which is calculated to bring discredit to the Company.
- In either case the associate member shall be given opportunity to show cause why his membership should not be terminated.

#### **IV CESSATION OF MEMBERSHIP**

11. If the subscription of a member shall remain unpaid for a period of four calendar months after it becomes due then the member may after notice of the default shall have been sent to him by the secretary be debarred by resolution of the Directors from all privileges of memberships and his name may be removed by the Directors from the register of members provided that the Directors may reinstate the member and restore his name to the register on payment of all arrears if the Directors think fit to do so.
12. A member may at any time by giving notice in writing to the secretary resign his membership of the Company but shall continue liable for any annual subscription and all arrears due and unpaid at the date of his resignation and for all other monies due by him to the Company and in addition for any sum not exceeding One dollar (\$1.00) which he is liable as a member of the Company under Clause 5. of the Memorandum of Association of the Company.

## **V GENERAL MEETINGS**

13. The first general meeting shall be held at such time not being less than one month nor more than three months after the incorporation of the Company and at such place as the Directors may determine.
14. An annual general meeting of the Company shall be held in accordance with the provisions of the Act. All general meetings other than the annual general meetings shall be called extraordinary general meetings.
15. Any Director or any six members may whenever they think fit convene an extraordinary general meeting and any extraordinary general meeting shall be convened on such requisitions or in default may be convened by such requisitions as provided by the Act.
16. Subject to the provisions of the Act relating to notice special resolutions and agreements for shorter notice fourteen days' notice at the least (exclusive of the day on which the notice is served or deemed to be served but inclusive of the day for which notice is given) specifying the place the day and the hour of meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Company.
17. All business shall be special that is transacted at an extraordinary general meeting and also all that is transacted at an annual general meeting with the exception of the consideration of the accounts balance sheets and the report of the Directors and auditors the election of the officers and other members of the committee in the place of those retiring and the appointment and fixing of the remuneration of the auditors.

## **VI PROCEEDINGS AT GENERAL MEETINGS**

18. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided 20% of the registered number of members present in person or by proxy shall be the quorum.

19. If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day at such other time and place as the Directors may determine. Notice shall be given to all members entitled to notice of the time and place business to be transacted and fact of adjournment. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present (being not less than 15 (15)) shall be a quorum.
20. The Chairman of Directors for the time being shall preside as Chairman at every general meeting of the Company or if there is not such Chairman or if he is not present within fifteen (15) minutes from the time appointed for the holding of the meeting or is unwilling to act the members present shall elect one of their number to be Chairman of the meeting.
21. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Notice shall be given of an adjournment or the business to be transacted at an adjourned meeting.
22. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hand unless a poll is (before or on the declaration of the result of the show of hands) demanded:
  - (a) By the Chairman; or
  - (b) By at least three members present in person or by proxy.

Unless a poll is demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or

proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

23. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith.
24. In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the meeting at which the show of hand takes place or at which the poll is demanded shall be entitled to a second or casting vote.
25. A member may vote in person or by proxy or by attorney and on a show of hands every person present who is a member or a representative of a member shall have one vote and on a poll every member present in person or by proxy or by attorney or other duly authorised representative shall have one vote.
26. A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote whether on a show of hands or on a poll by his committee or by his trustee or by such other person as properly has the management of his estate and any such committee trustee or other person may vote by proxy or attorney.
27. No member shall be entitled to vote at any general meeting if his annual subscription shall be more than two months in arrears at the date of the meeting.
28. The Instrument appointing a proxy shall be in writing (in the common or usual form) under the hand of the appointor or his attorney duly authorised in writing if the appointor is a corporation either under seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.



29. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

I \_\_\_\_\_ of \_\_\_\_\_  
hereby appoint \_\_\_\_\_  
  
of \_\_\_\_\_  
  
or failing him \_\_\_\_\_  
  
of \_\_\_\_\_  
as my proxy to vote for me on my behalf at the (annual or extraordinary as the case may be) general meeting of the Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
and at any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ .

This form is to be used \*in favour of the resolution.

against

\*Strike out whichever is not desired. (Unless otherwise instructed the proxy may vote as he thinks fit).

30. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within the State as is specified for that purpose in the notice convening the meeting not less than one hour before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid PROVIDED that with the consent of the meeting the instrument of proxy may nevertheless be treated as valid.

31. A vote given in accordance with the terms of an instrument of a proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed if no intimation in writing of such death unsoundness of mind or revocation as aforesaid has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

**VII DIRECTORS**

32. (a) The number of Directors shall be not less than six nor until otherwise determined by the Company in general meeting more than ten.
- (b) The Directors at the time of adoption of these Articles are:
- |                    |                          |
|--------------------|--------------------------|
| HECTOR TURNER.     | NICHOLAS RAYMOND CARTER. |
| CHERYL ANN MORGAN. | EVELYN GLASS.            |
| GEOFFREY MORGAN.   | BERYL SMITH.             |
| MARCIA KING.       |                          |

33. The Company may by ordinary resolution or the Board of Directors at any time and from time to time appoint any person as a Director either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed the maximum number for the time being fixed by or under these Articles. A Director appointed by virtue of this Article shall hold office until he resigns or until his appointment otherwise terminates.

34. The Company may by special resolution remove any Director before the expiration of his period of office and may by an ordinary resolution appoint another person in his stead. The person so appointed shall hold office until the next following annual general meeting.

35. Only persons of Aboriginal or Island descent shall be elected as Directors of the Company.

36. With the consent of a majority of Directors and subject to the provisions of the Act each Director may from time to time by writing under his hand or by telegram cablegram radiogram or other form of visible communication appoint any member to act as an alternate Director in his place during such period as he thinks fit and the following provisions shall apply to any such alternate Director:

- (a) He may be removed or suspended from office by written notice letter telegram cablegram radiogram or other form of visible communications sent to the Company by the Director by whom he was appointed.
- (b) He shall be entitled to receive notice of meetings of the Directors and if the Director by whom he was appointed is not present to attend meetings count towards a quorum at such meeting and vote on all resolutions on which his appointor could vote and where he is a Director in his own right he shall have a separate vote on behalf of the Director he is representing in addition to his own vote.
- (c) At any meeting of Directors he shall be entitled to exercise all the powers (except the power to appoint an alternate Director) and perform all the duties of a Director if the Director by whom he was appointed is not present but shall not otherwise have power to act as a Director except as provided in paragraph (d) of this Article.
- (d) He shall be entitled to sign resolutions in writing pursuant to Article 47 in the place of the Director by whom he was appointed.

37. The office of Director shall become vacant automatically if he:

- (a) ceases to be a Director by virtue of the Act;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) becomes prohibited from being a Director of a company by reason of any order made under the Act;
- (d) if he becomes a lunatic a person of unsound mind a patient or incapable person or a mentally ill person within the meaning of any legislation relating to mental health in the place where he is ordinarily resident;
- (e) resigns his office by notice in writing to the Company;

- (f) if he absents himself personally from the meetings of the Directors for a continuous period of three months without leave of absence from the Directors and the board resolves that this office be vacated;
- (g) holds any office of profit under the Company;
- (h) ceases to be a member of the Company;
- (i) is removed from office as a Director;
- (j) is directly or indirectly interested in any contract or proposed contract with the Company provided however that a member shall not vacate his office by reason of his being a member of any corporation society or association which has entered or proposes to enter into a contract with the Company if such corporation society or association is amongst the class of companies referred to in the proviso to Clause 3 of the Memorandum of Association of the Company and if he shall have declared the nature of his interest in the manner required by the Act.

Provided always that nothing in this Article shall affect the operation of Clause 3 of the Memorandum of Association of the Company.

38. At the annual general meetings of the Company Directors shall be elected from amongst the members and such Directors shall hold office until the next annual general meeting when they shall retire but they shall be eligible for re-election and shall continue to have power to act until their successors shall have been elected.
39. The election of the Directors shall take place in the following manner:
- (a) Any two members of the Company shall be at liberty to nominate any other member to serve as a Director.
  - (b) the nomination which shall be in writing and signed by the member and his proposer and seconder shall be lodged with the secretary at least twelve hours before the annual general meeting at which the election is to take place PROVIDED that with the consent of the members present nominations may be made orally at the annual general meeting.

- (c) A list of candidates' names in alphabetical order with the proposers' and seconders' names shall be posted in a conspicuous place in the registered office of the Company as soon as nominations are received.
- (d) Balloting lists shall be prepared (if necessary) containing the names of the candidates only in alphabetical order and each member present at the annual general meeting subject to Article 6 shall be entitled to vote for any number of such candidates not exceeding the number of Directors to be elected.

### **VIII PROCEEDINGS OF THE DIRECTORS**

- (a) The Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings and proceedings as they think fit and may determine the quorum (being one more than half (fractions of digits being disregarded)) necessary for the transaction of business. Until otherwise determined seven shall be a quorum.
- (d) The Directors may from time to time elect one of their number to be Chairman of their meetings and determine the period for which he is to hold office as such.

A meeting may be convened at any time by a Director. Questions arising at any meeting may be decided by a majority of votes and in the case of an equality of votes the Chairman shall have a second or casting vote. A Director shall not vote in respect of any contract or proposed contract with the Company in which he is interested or any matter arising thereout and if he does so his vote shall not be counted.

The Chairman shall take the chair at all meetings of the Directors and in his absence the Directors shall appoint a Chairman in his stead.

A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions by or under these Articles for the time being vested in or exercisable by the Directors generally.

The Directors may delegate any of their powers to committees consisting of such member or members of their body or members of the Company as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Directors. The Chairman shall be ex-officio a member of any such committee.

45. The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superceded by any regulations made the Directors under the last proceeding clause.
46. The Directors shall from time to time determine in accordance with Clause 7 of the Memorandum of Association at what times and places and under what conditions or regulations the accounting and other records of the Company shall be open to the inspection of members not being Directors and all members shall have the right of inspecting any account book or paper of the Company.
47. A resolution in writing signed by all the Directors for the time being entitled to receive notices of a meeting of the Directors shall be valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more Directors.

Copy of such resolution shall be sent to all Directors.

48.
  - (a) Every member shall receive notice of all general meetings of the Company and shall have the right to attend and vote (in person or by proxy) thereat.
  - (b) The Directors shall not make any determination adverse to the interest of a member without first informing that member in writing of the proposed determination and the reason therefor and advising of the time and place of the meeting at which the determination shall be made and if he shall appear not until after he made any

representation he may desire; such member be assisted by a person nominated by him or by Counsel or Solicitor.

- (c) The rights and privileges of a member as such shall be personal and shall not be transferable and shall cease on his death or on the cessation of his membership.

### **XI POWERS AND DUTIES OF DIRECTORS**

- 49. The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not by the Act or by these regulations required to be exercised by the Company in general meeting subject nevertheless to any of these regulations to the provisions of the Act and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in general meeting.
  
- 50. All cheques promissory notes draft bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed drawn accepted endorsed or otherwise executed as the case may be or by any two Directors or in such other manner as the Directors from time to time determine.
  
- 51. The Directors shall cause minutes to be made of:
  - (a) all appointments of officers and employees;
  - (b) the names of Directors present at each meeting of Directors and of any committee or sub-committee of Directors;
  - (c) all resolutions and proceedings of all meetings of the Company and all the Directors and all committees or sub-committees of the Directors.
  - (d) all declarations made or notices given by any Director (either generally or specially) of his interest in any contract or arrangement or proposed contract or arrangement or of his holding of any office or property whereby any conflict of duty or interest may arise.

Such minutes shall be recorded in the minute book and shall be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting.

The confirmation of such minutes shall be taken as the first business of the next succeeding meeting of the Company Directors or committee as the case may be.