

A Company Limited by Guarantee and not having a Share Capital

**CONSTITUTION
OF
AUSTRALIAN EARTH LAWS ALLIANCE LIMITED**

1. INTERPRETATION

1.1 In this Constitution:

Annual general meeting means the general meeting held each year as required by the Corporations Act and this Constitution.

By-Laws means any By-laws of the Company for the time being in force.

Company means Australian Earth Laws Alliance Limited.

Capacity has the same meaning as in the *Powers of Attorney Act 1998 (Qld)*.

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

Deductible Gift Recipient has the same meaning as in the *Income Tax Assessment Act 1997*.

Directors or Board of Directors or the Board means the directors of the Company.

Financial Year means the period from the date of establishment of the Company to the following 30 June, and after that, the period 1 July in a year through to 30 June in the next year or any other period of 12 consecutive months determined by the Board.

Fund means the Australian Earth Laws Alliance Fund established in clause 15.1.

Impaired Capacity in relation to a:

- (a) Member, means they do not have Capacity to exercise the rights attaching to their membership; or
- (b) Director, means they do not have capacity to carry out their responsibilities as a Director.

Member means a member of the Company or, where the context requires, the representative of a corporate Member.

Registered Environmental Organisation means an organisation listed on the Register of Environmental Organisations and endorsed as a Deductible Gift Recipient.

Special Resolutions means a resolution passed by 75% of members present at a meeting who are entitled to vote at that meeting.

1.2 An expression that is given a special meaning for the purposes of any part of the Corporations Act has that same meaning when used in this Constitution.

1.3 Words importing the singular include the plural (and vice versa) and words denoting a gender include all other genders.

- 1.4 Clause headings are inserted for convenience only and are not to be used in interpreting this Constitution.
- 1.5 Reference to legislation or to any provision of any legislation include any modification or re-enactment or any legislative provision substituted for it, and all regulations and subordinate legislation and statutory instruments issued under such legislation.

2. LIMITED COMPANY

- 2.1 The liability of the members is limited by guarantee.
- 2.2 The name of the Company is **Australian Earth Laws Alliance Limited**.
- 2.3 The registered office of the Company will be in Australia at a place the Board of Directors determines from time to time.

3. OBJECTS

- 3.1 The principal purpose of the Company is to:
 - (a) Protect and enhance the natural environment through Earth Jurisprudence; and
 - (b) provide information and education and undertake research about Earth Jurisprudence to protect and enhance the natural environment.
- 3.2 The Company will carry out its principal purpose via its objects for which it is established being:
 - (a) to conduct information and education programs to increase understanding of the Australian legal system and governance structures that manage human impacts on the environment;
 - (b) to conduct research, information and education programs that increase understanding of Earth Jurisprudence and its role in protecting the natural environment;
 - (c) to promote and encourage the practical recognition of Earth Jurisprudence for the protection and enhancement of the natural environment;
 - (d) to create partnerships with other organisations in Australia and overseas, who are working to research and promote Earth Jurisprudence;
 - (e) to provide mutual support to Earth Jurisprudence practitioners by coordinating information, mentoring, collegial support and skill-sharing activities which promote Earth Jurisprudence and Earth Law in Australia;
 - (f) to do all such other things as are incidental or conducive to the attainment of any of all of the objects specified in this clause;
 - (g) to establish the Australian Earth Laws Alliance Fund in accordance with clause 15 of this document; and
 - (h) to seek donations and funding to the Australian Earth Laws Alliance Fund from the public and all levels of government to fund the activities of the Company.
- 3.3 The income and property of the Company must be applied solely towards the promotion of its objects as set out in this Constitution and cannot be paid or transferred, directly or indirectly, as a dividend, bonus or other distribution to the Members or officers of the Company.
- 3.4 Nothing in clause 3.3 prevents:
 - (a) the payment in good faith of reasonable and proper remuneration to any officer or employee the Company or to any Member or other person in return for any services rendered to the Company; or

- (b) the payment of interest on money borrowed from a Member for any of the purposes of the Company,
- (c) provided such payments are approved by the Board.

4. MEMBERSHIP

- 4.1 The Members of the Company are:
 - (a) those persons who have become Members upon incorporation of the Company; and
 - (b) other parties the Board admits to Membership.
- 4.2 Members must inform the Secretary in writing of their address for correspondence and of any subsequent change in their address.

5. MEMBERS RIGHTS AND FEES

- 5.1 Members are eligible to vote at general meetings of the Company and may hold office.
- 5.2 The annual fee payable by Members to the Company will be determined by the Board from time to time.

6. APPLICATION FOR MEMBERSHIP

Applications for membership must be in a form approved by the Board and directed to the Secretary.

7. APPOINTMENT OF NEW MEMBERS

- 7.1 The Secretary must submit membership applications to the next meeting of the Board.
- 7.2 The Board has an unfettered discretion to determine whether an applicant will be accepted or rejected for membership.
- 7.3 If a membership application is refused, the secretary must notify the Applicant in writing, and that applicant may re-apply to the Board for admission as a Member, but not within six months from the date of the Board meeting at which the prior membership application was refused.

8. CESSATION OF MEMBERSHIP

- 8.1 A person ceases to be a Member of the Company if the Member:
 - (a) fails to pay their membership fee within 14 days of receiving notice to do so;
 - (b) gives notice in writing to the Secretary resigning as a Member;
 - (c) is declared bankrupt or in case of a corporate Member, is placed into liquidation, or has a receiver or manager appointed; or
 - (d) suffers from Impaired Capacity;
 - (e) dies.
- 8.2 The date of resignation of a Member resigning in accordance with the provisions of Clause 8.1 is the date on which the notice of resignation is received by the Secretary.
- 8.3 Subject to the rest of this clause 8, the Board has power to expel a Member or suspend their Membership if the Member:
 - (a) is found guilty of a criminal offence;

- (b) in the opinion of the Board, acts in their own interests while performing any official duties for the Company;
 - (c) refuses or neglects to comply with the provisions of the Constitution or of any By-law of the Company; or
 - (d) is guilty of any conduct which, in the opinion of the Board, is prejudicial to the interests of the Company.
- 8.4 At least seven clear days' notice in writing must be given to a Member of the meeting of the Board at which a resolution to expel or suspend the Member is to be proposed.
- The notice must include particulars of the issues of concern to the Board.
- 8.5 The Member must have a reasonable opportunity to respond to the allegation and produce any material they consider relevant at the Board meeting.
- 8.6 The Secretary must immediately notify the Member in writing once a resolution for expulsion or suspension is passed.
- 8.7 Any Member who is expelled or suspended may lodge a written appeal with the Secretary within 30 days of receipt of notice of expulsion or suspension.
- 8.8 If a Member lodges an appeal against their expulsion or suspension, the Board must promptly call a general meeting of the Company at which the resolution with respect to the Member's expulsion or suspension will be voted upon by Members.
- At the general meeting called pursuant to clause 8.8, the Member must be given the opportunity to respond to the allegation and produce any material they consider relevant.
- 8.9 The decision of the Company in general meeting is binding and no further appeal lies from that decision.

9. ANNUAL GENERAL MEETING

The Annual general meeting must be held each year no later than five months after the end of the previous Financial Year.

10. GENERAL MEETINGS

- 10.1 A general meeting may be convened by the Board at any time and must be convened within two calendar months of receiving a requisition in writing from Members entitled to exercise at least 5% of the votes that may be cast at a general meeting.
- 10.2 Subject to the provisions of the Corporations Act relating to Special Resolutions, at least 21 days written notice of a general meeting must be given to all Members who are entitled to receive the notice.
- 10.3 A notice of a general meeting must contain all information required by the Corporations Act, including:
- (a) the place, the day and the hour of the meeting; and
 - (b) the general nature of the business to be transacted at the meeting.

11. PROCEEDINGS AT GENERAL MEETINGS

- 11.1 No business can be transacted at any annual general meeting or general meeting unless a quorum of Members is present in person or by proxy, attorney or representative at the time when the meeting is due to commence.
- 11.2 Unless otherwise determined by the Company in general meeting, a quorum is 5 Members.

- 11.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting:
- (a) if convened upon the requisition of Members, is dissolved; or
 - (b) in any other case, the meeting is adjourned to the same day in the next week at the same time and place, or to such other day, time and place as the chairperson may determine.
- 11.4 If a quorum is not present at the adjourned meeting within half an hour from the time appointed for the meeting, the Members present constitute a quorum.
- 11.5 The chairperson may, with the consent of the Members present at any meeting at which a quorum is present, adjourn the meeting but no business can be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 11.6 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting but it is not otherwise necessary to give notice of an adjournment or the business to be transacted at an adjourned meeting.
- 11.7 At any general meeting of Members a resolution put to the vote of the meeting is decided on a show of hands unless a poll is demanded:
- (a) by the chairperson; or
 - (b) by at least 5% of the votes that may be cast on the resolution.
- 11.8 The demand for a poll may be withdrawn.
- 11.9 Before a vote is taken, the chairperson must inform the meeting whether any proxy votes have been received and how the proxy votes are cast.
- 11.10 Unless a poll is demanded, a declaration by the chairperson is conclusive evidence of the result, provided the declaration reflects a show of hands and the proxies received. Neither the chairperson nor the minutes need to state the number or proportion of votes recorded in favour or against.
- 11.11 If a poll is demanded the chairperson will determine how the poll will be taken, and the result of the poll is the resolution of the meeting at which the poll was demanded.
- If a poll is demanded on the election of a chairperson or on a question of adjournment, it must be taken immediately.
- 11.12 In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson is entitled to a second or casting vote.
- 11.13 A Member may vote in person or by proxy, attorney or representative and every Member present in person or by proxy, attorney or representative has one vote.
- 11.14 A Member who suffers from an Impaired Capacity or whose person or estate is liable to be dealt with in any way under any legislation relating to mental health may vote, by the Member's committee or trustee or by such other person who has the management of their estate, and the committee, trustee or other person may vote by proxy or attorney.
- 11.15 A Member may only appoint one proxy for a particular meeting.
- 11.16 A document appointing a proxy:
- (a) must be in writing and:
 - (i) signed by the appointor or their attorney; or
 - (ii) if the appointer is a corporation, either under seal or signed by an officer or attorney; and

- (b) contain:
 - (i) the Member's name;
 - (ii) the proxy's name or the name of the office held by the proxy; and
 - (iii) the meetings at which the proxy may be used;
- (c) may direct the manner in which the proxy is to vote in respect of a particular resolution in which case the proxy must vote accordance with that direction;
- (d) is taken to confer authority to demand or join in demanding a poll; and
- (e) must be in the following form or in a form that is as similar to the following form as the circumstances allow:

Australian Earth Laws Alliance Limited

I/we, _____, of _____, _____,
 being a member/members of the Company, appoint
 of _____ or, in their absence,
 of _____
 as my/our proxy to vote for me/us on my/our behalf at the *annual general
 meeting/*general meeting of the Company to be held on the _____ day of
 2017 and at any adjournment of that meeting.

+This form to be used *in favour of/*against the resolution.

Signed this _____ day of _____ 2017 .

*Strike out whichever is not desired
 +To be inserted if desired.

11.17 An instrument appointing a proxy is not valid unless the instrument, and the original or notarially certified copy of the power of attorney or other authority under which the instrument is signed, is deposited, not less than 48 hours before the relevant meeting, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll.

The power of attorney or copies must be deposited at the registered office of the Company or any other place specified for that purpose in the notice convening the meeting.

11.18 For the purpose of clause 11.17, a document is taken to be deposited at the registered office of the Company if a legible, true copy of a document is received on a facsimile machine located at the registered office.

11.19 A vote given in accordance with the terms of an instrument of proxy or of a power of attorney is valid despite:

- (a) the previous death or Impaired Capacity of the principal;
- (b) the revocation of the instrument (or of the authority under which the instrument was executed) or of the power; or
- (c) the transfer of the share in respect of which the instrument or power is given,
 if no intimation in writing of any of those events has been received by the Company before the meeting at which the instrument is used or the power is exercised.

11.20 If the Directors have elected one of their number as chairperson of their meetings, that person will preside as chairperson at every general meeting.

11.21 Where a general meeting is held and:

- (a) a chairperson has not been elected; or
 - (b) the chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act,
- the Members present must elect one of their number to be chairperson of the meeting.

12. DIRECTORS

- 12.1 The Board will consist of a minimum of three Directors and a maximum of eight Directors, including the chairperson.
- 12.2 The first Directors will be:
- (a) Dr Peter David Burdon;
 - (b) JoAnne Bragg;
 - (c) Brendan James Sydes;
 - (d) Dr Alessandro Pelizzon;
 - (e) Dr Nicole Rogers;
 - (f) Maria Zotti; and
 - (g) Michelle Ann Maloney.
- 12.3 Subject to clause 12.2 and 12.6, all of the Directors must be:
- (a) elected by the Members of the Company entitled to vote; and
 - (b) a Member of the Company.
- 12.4 The appointment of a Director will be effective from the conclusion of the annual general meeting at which the election is announced.
- 12.5 The Board must at all times comprise a majority of persons who are considered to have a degree of responsibility to the community.
- Any appointment purporting to replace a Director, which, if it were an effective appointment, would cause this clause to be contravened, will be invalid.
- 12.6 The Board may appoint any person to fill a casual vacancy
- Any Director appointed to fill a casual vacancy holds office until the conclusion of the next Annual general meeting.
- 12.7 The office of a Director becomes vacant if the Director:
- (a) becomes bankrupt or makes any arrangement or composition with their creditors generally;
 - (b) is prohibited from being a director of a company by reason of any order made under the Corporations Act
 - (c) ceases to be a Director by operation of any provision of the Corporations Act;
 - (d) suffers from an Impaired Capacity or a person whose person or estate is liable to be dealt with in any way under the Corporations Act relating to mental health;
 - (e) resigns as a Director by notice in writing to the Company;
 - (f) is absent from three consecutive meetings of the Board without having previously obtained leave of the Board; or

- (g) is removed in accordance with this Constitution.
- 12.8 The Directors are not entitled to be remunerated for their services as Directors.
- 12.9 The Directors are entitled to be paid their reasonable travelling and accommodation and other expenses incurred in consequence of their attendance at Directors meetings and otherwise in the execution of their duties as Directors provided the Board approves these payments.
- 12.10 Rotation of Directors
 - (a) At every annual general meeting, all of the Directors must retire from office.
 - (b) A Director who retires under this clause will be eligible for re-election.
 - (c) The retirement of a Director who retires under this clause will be effective from the close of the relevant annual general meeting.

13. POWERS AND DUTIES OF THE DIRECTORS

- 13.1 The management of the Company is the responsibility of the Board and the Board may exercise all powers of the Company as are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in general meeting.
- 13.2 The Board may make By-Laws that are not inconsistent with the Constitution and the Corporations Act for the general management and running of the Company.

14. PROCEEDINGS OF THE BOARD AND APPOINTMENT OF CHAIRMAN

- 14.1 The Board may meet as it thinks fit. A Director may at any time, and the Secretary must, on the requisition of a Director, summon a meeting of the Board.
- 14.2 The Board must appoint one of its members to chair its meetings and may determine the period for which they will hold office.
- 14.3 Where a meeting of Directors is held and:
 - (a) a chairperson has not been elected; or
 - (b) the chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act,the Directors present must elect an alternative chairperson of the meeting.
- 14.4 The chairperson does not have a casting vote.
- 14.5 Subject to this Constitution, questions arising at any meeting of the Board will be decided by a unanimous vote.
- 14.6 The quorum necessary for the transaction of the business of the Board is fifty percent of the Board.
- 14.7 The continuing members of the Board may act notwithstanding any vacancy in the Board, but if their number is reduced below the number fixed by or pursuant to this Constitution as the quorum of the Board, the continuing Directors may only act for the purpose of filling a casual vacancy or calling a general meeting.
- 14.8 A resolution in writing signed by all Directors in Australia for the time being is as valid as if it had been passed at a meeting of the Board. The resolution may consist of several documents in like form, each signed by one or more Directors.
- 14.9 Subject to the Corporations Act, the Board may delegate any of its powers to one or more sub-committees as the Board thinks fit and the Board may also appoint the chairperson of any sub-committee.

- 14.10 Each sub-committee must keep proper minutes of its meetings and the provisions regulating proceedings of the Board apply to the proceedings of subcommittees also.
- 14.11 Questions arising at any meeting of sub-committees are determined by a majority of votes of the members present.
- 14.12 No decision of a sub-committee is binding on the Company unless it is ratified by the Board.
- 14.13 If it is discovered after the event that there was some defect in the appointment of any Director or sub-committee member, or that they were disqualified, anything done by the Board or of the sub-committee or the person acting as a Director or sub-committee member is as valid as if every such person had been duly appointed and was qualified to be a Director or member of the sub-committee.

15. MAINTENANCE OF A PUBLIC FUND

- 15.1 The Company will establish and maintain a public fund to be called **Australian Earth Laws Alliance Fund** for the specific purpose of supporting the environmental objects of the Company. The Fund is established to receive all gifts of money or property for this purpose and any money received because of such gifts must be credited to its bank account. The Fund must not receive any other money or property into its account and it must comply with subdivision 30-E of the *Income Tax Assessment Act 1997*.
- 15.2 The Company agrees to comply with any rules that the Treasurer and the Minister with responsibility for the environment may make to ensure that gifts made to the public fund are only used for its principal purpose.
- 15.3 Any allocation of funds or property to other persons or organisations will be made in accordance with the established purposes of the organisation and not be influenced by the preference of the donor.
- 15.4 The Company agrees to give the Secretary of the Commonwealth Department responsible for the environment, within a reasonable period after the end of each financial year, statistical information about gifts made to the Fund during that financial year.
- 15.5 In case of the winding-up of the Fund, any surplus assets are to be transferred to another fund with similar objectives that is on the Register of Environmental Organisations.
- 15.6 The Australian Earth Laws Alliance Fund will be operated in accordance with the following rules:
- (a) The objective of the Fund is to support the Company's environmental purposes.
 - (b) Members of the public are invited to make gifts of money or property to the Fund for the environmental purposes of the Company.
 - (c) Money from interest on donations, income derived from donated property, and money from the realisation of such property is to be deposited into the Fund.
 - (d) A separate bank account is to be opened to deposit money donated to the Fund, including interest accruing thereon, and gifts to it are to be kept separate from other funds of the Company.
 - (e) Receipts are to be issued in the name of the Fund and proper accounting records and procedures are to be kept and used for the Fund.
 - (f) The Fund will be operated on a not-for-profit basis.
 - (g) A committee of management (Public Fund Management Committee) of no fewer than three natural persons will administer the Fund. The committee will be appointed by the Company's Directors. A majority of the members of the committee are required to have a degree of responsibility to the wider community of Australia as defined in *Taxation Ruling TR 95/27 Income Tax: public funds* as amended or replaced from time to time.

- (i) For the avoidance of doubt, the Company's Directors may appoint themselves as the Public Fund Management Committee, so long as there are a minimum of three natural persons and a majority have a degree of responsibility to the wider community of Australia.

16. MEETINGS USING TECHNOLOGY

- 16.1 A board meeting may be called or held using any technology allowed under the Corporations Act and consented to by all the Directors.
- 16.2 The consent referred to in clause 16.1 may be a standing one. A Director may only withdraw their consent within a reasonable period before the meeting.

17. ALTERNATE DIRECTORS

- 17.1 Each Director may nominate any Member to act as alternate Director in their place with the approval of the Board during any temporary period for which they are unable to act or attend as a Director, and may remove that alternate Director at any time.
- 17.2 The alternate director is subject to the conditions existing with reference to other directors and must discharge all the duties and may exercise all the authorities, and powers of the director he or she represents. An instrument appointing an alternate director must be delivered to the Company. If the director making the appointment ceases to be a director, the alternate ceases to be an alternate director.

18. DIRECTORS CONTRACTING WITH THE COMPANY

- 18.1 No Director is disqualified by their office from contracting with the Company.
- 18.2 No contract or arrangement entered into by the Company in which any Director is in any way interested can be avoided because the person has the interest.
- 18.3 A Director who has an interest in any contractual arrangements with the Company is not liable to account to the Company for any profit realised in relation to the contract or arrangement provided the Director has disclosed the nature of their interest at a meeting of the Board.
- 18.4 The declaration must be made at a meeting of the Directors at which the contract or arrangement is determined if the Director's interest then exists, or in any other case at the first meeting of the Directors after the acquisition of the Director's interest.
- 18.5 A general notice that a Director is a member of a specified company or firm and is to be regarded as interested in any subsequent transaction with the company or firm is sufficient disclosure if:
 - (a) the notice states the nature and extent of the interest of the Director in the company or firm; and
 - (b) there has been no material change in the Director's interest in the company or firm when a later transaction is considered by the Board.
- 18.6 A Director who has a material interest in a matter that is being considered at a Directors meeting must not:
 - (a) be present at the meeting while the matter is being considered; and
 - (b) must not vote on the matter unless the preceding provisions of this clause 18 have been complied with and the other Directors have passed a resolution in accordance with section 195 of the Corporations Act.

- 18.7 The giving of a general notice under this clause 18 does not entitle a Director to be present or to vote at a meeting in relation to a particular contract unless a resolution of the Board under clause 18.6 has first been passed.
- 18.8 Subject to a Director having complied with this clause 18, the Director may sign or countersign any contract in which they are interested.

19. COMPANY SECRETARY, CONVENOR AND TREASURER

- 19.1 The secretary of the Company holds office on the terms decided by the Directors and in accordance with the Corporations Act.
- 19.2 The Convenor and Treasurer each holds office on the terms decided by the Directors from time to time.
- 19.3 Nothing in this Constitution must prevent the Board from appointing a Member of the Company as Company Secretary.
- 19.4 The Secretary must cause minutes to be made and entered of:
- (a) the names of Directors and other persons present at all meetings of the Company and of the Board; and
 - (b) all proceedings at all meetings of the Company and of the Board.
- 19.5 The minutes must be signed by the chairperson of the meeting at which the proceedings were held or by the chairperson of the next succeeding meeting.

20. ACCOUNTS

- 20.1 The auditor of the Company is appointed by the Company in general meeting and holds office in accordance with the Corporations Act.
- 20.2 The Board must cause:
- (a) proper accounting and other records to be kept;
 - (b) copies of yearly financial statements (including every document required by law to be attached to them) accompanied by a copy of any auditor's report to be distributed to Members as required by the Corporations Act; and
 - (c) a statement of financial position, a statement of financial performance and a statement of cash flow for the preceding Financial Year of the Company to be prepared to a date not more than twelve months before the date of the meeting and sent to every Member with the notice for each Annual general meeting.

21. NOTICES

- 21.1 A Company may give the notice of meeting to a Member either by:
- (a) serving it on the Member personally; or
 - (b) by sending it by post to the Member at the address shown in the register of members or the address supplied by the Member for the giving of notices; or
 - (c) forwarding it by facsimile transmission at the facsimile number shown in the registers of members (if any) or the facsimile number supplied by the Member for the giving of notices; or
 - (d) forwarding it by electronic mail to the electronic mail address shown in the register of members (if any) or the electronic mail address supplied by the Members for the giving of notices; or

- (e) in any other way allows by the Corporations Act.
- 21.2 A notice of meeting sent by post is taken to be given three days after it is posted.
- 21.3 A notice of meeting sent by facsimile will be deemed to be effected on the date the Company receives a facsimile transmission report confirming receipt of the notice at the facsimile number for the Member referred to in clause 21.1.
- 21.4 Where a notice is forwarded by electronic mail, service will be deemed to be effected on the day of the transmission, so long as the sender of the notice does not receive a delivery failure message in respect of the electronic mail.
- 21.5 Notice of every general meeting must be given in any manner authorised by this Constitution to:
 - (a) every Member except those Members who have not supplied to the Company an address for the giving of notices to them; and
 - (b) the auditor or auditors for the time being of the Company.
- 21.6 No other person is entitled to receive notices of general meetings.

22. WINDING UP

- 22.1 If the Company is wound up and any property remains after satisfaction of all its liabilities, that property:
 - (a) must not be paid to or distributed among the Members; but
 - (b) must be given or transferred to other institutions having similar objects to the Company that are Deductible Gift Recipients (Default Fund).
- 22.2 The Default Fund will be determined:
 - (a) by the Members at or before the time of dissolution; but
 - (b) if no determination is made by the Members, the Default Fund will be determined by a Judge of the Supreme Court of the state in which the registered office of the Company is located.
- 22.3 Every Member undertakes to contribute to the assets of the Company to a maximum of \$10 if the Company is wound up while they are a Member or within one year after they cease to be a Member, for payment of the liabilities of the Company contracted before they cease to be a Member.

23. INDEMNITY

- 23.1 Every Director, Secretary, Public Fund Management Committee member and other officer of the Company is indemnified out of the assets of the Company against any liability incurred by the person as officer except where the Company is prohibited from indemnifying the person under the provisions of the Corporations Act.

The indemnity may extend to a liability for costs and expenses incurred by a person in defending proceedings, whether civil or criminal, irrespective of their outcome.
- 23.2 The Company may pay premiums in respect of contracts insuring current and past officers of the Company against liabilities incurred by them as officers and liability for costs and expenses incurred in defending proceedings whatever their outcome except in circumstances where the Company is prohibited from doing so under the Corporations Act.
- 23.3 A Director, manager, secretary, Public Fund Management Committee member or other officer of the Company is not liable for:

- (a) the act, neglect or default of any other Director or officer;
- (b) any loss or expenses incurred by the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company;
- (c) the insufficiency or deficiency of any security in or upon which any of the moneys of the Company are invested;
- (d) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects are deposited or left; or
- (e) for any other loss or damage which happens in the execution of the duties of his office unless the same happens through their own negligence, wilful default, breach of duty or breach of trust.