

**Constitution
of
Australian National Committee of CIGRE Limited**

ABN : 43 109 792 672

Corporations Law

Company Limited by Guarantee

Corporations Act 2001
Company Limited by Guarantee
Constitution of Australian National Committee of CIGRE Limited

1 Definitions and interpretation

1.1 Definitions

In this constitution, unless a contrary intention appears:

the Act means the Corporations Act 2001 (Commonwealth) as amended, varied, re-enacted or substituted;

the Australian Technical Committee means the committee established under clause 31 and responsible for the oversight of the Company's technical activities;

the Board means the directors of the Company for the time being;

business day means a day on which banks are open for retail banking business in New South Wales, other than a Saturday or Sunday;

the Chairman means the chairman of the Company for the time being;

the Chairman of the Australian Technical Committee means the chairman of the Australian Technical Committee for the time being;

CIGRE means the International Council on Large Electric Systems, a permanent, international non-government, non-profit-making association founded in France in 1921;

CIGRE Administrative Council means the administrative council appointed by the members of CIGRE at the CIGRE Sessions;

CIGRE Sessions means the sessions held by CIGRE in Paris and including discussion meetings for each of the CIGRE Study Committees;

CIGRE Statutes means the CIGRE Statutes 2000 as modified or replaced from time to time;

CIGRE Study Committee means a technical committee established by the CIGRE Administrative Council to:

- (a) further the objects of CIGRE by the study of particular problems within its terms of reference; and
- (b) organise and lead discussions at the CIGRE Sessions;

collective members (i) means entities eligible for membership under clause 5.1 and admitted to membership of the Company under clause 6.4;

collective members (II) means entities eligible for membership under clause 5.2 and admitted to membership of the Company under clause 6.4;

the Company means the company constituted by the constitution;

the constitution means this constitution as modified or replaced from time to time;

the Deputy Chairman means the deputy chairman of the Company for the time being;

director means a director of the Company for the time being;

the Executive Manager means the Executive Manager of the Company for the time being as appointed under clause 29.1;

individual members (II) (associate) means natural person eligible for membership under clause 5.4 and admitted to membership of the Company under clause 6.4;

individual members (i) (ordinary) means natural person eligible for membership under clause 5.3 and admitted to membership of the Company under clause 6.4;

individual members (student) means natural person eligible for membership under clause 5.5 and admitted to membership of the Company under clause 6.4;

honorary members means natural person eligible for membership under clause 5.6 and admitted to membership of the Company under clause 6.4;

member means any natural person, company, corporation, government agency, association, institute, organisation, tertiary education institution or other entity who is entered in the Company's register of members as a collective member (i), collective member (II), individual member (ordinary), individual member (associate), individual member (student) or honorary member;

membership means membership of the Company;

ordinary resolution means a resolution passed at a general meeting:

- (a) on a show of hands, by more than 50% of members present and entitled to vote; or
- (b) on a poll, by more than 50% of the total voting rights of all members present and entitled to vote;

Panel means a technical committee established by the Board under clause 30 of this constitution;

seal means the common seal of the Company;

the Secretary means the secretary of the Company for the time being as appointed under clause 28.1;

special resolution means a resolution passed at a general meeting:

- (a) on a show of hands, by more than 75% of members present and entitled to vote; or
- (b) on a poll, by more than 75% of the total voting rights of all members present and entitled to vote; and

the Treasurer means the treasurer of the Company.

1.2 Interpretation

In this constitution, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) headings are used for convenience only and do not affect the interpretation of the constitution;
- (d) a reference to a document includes the document as modified from time to time and any document replacing it;
- (e) if something is to be done on a day which is not a business day, then that thing must be done on the next or following business day;
- (f) **person** includes a natural person and anybody or entity, whether incorporated or not;
- (g) **month** means calendar month;
- (h) **year** means twelve months;
- (i) **in writing** includes any communication sent by letter, fax or e-mail;
- (j) a reference to a specific clause is a reference to a specific clause of this constitution;
- (k) a reference to any statute, proclamation, rule, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, regulation or ordinance replacing it;
- (l) a reference to a specified section, clause, paragraph, schedule or item of any statute, proclamation, rule, regulation or ordinance is a reference to the equivalent section of the statute, proclamation, rule, regulation or ordinance which is for the time being in force;
- (m) **including** and similar expressions are not words of limitation;
- (n) money amounts are taken to be in Australia currency; and
- (o) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed ("defunct body"), means the agency or body which performs most closely the functions of the defunct body.

2 Origins of the Company

2.1 CIGRE

The Company has been incorporated to act as the Australian National Committee of CIGRE under Article 16 of the CIGRE Statutes. To the extent that there is any

inconsistency or conflict between this constitution and the CIGRE Statutes, the CIGRE Statutes will prevail.

2.2 The Company as a replacement entity

The Company is the replacement entity for the unincorporated association known as the Australian National Committee of CIGRE. The Company may receive, by transfer to it, all the assets and liabilities of this unincorporated association.

3 Objects, powers and not for profit

3.1 Objects

The objects of the Company are, in Australia and New Zealand:

- (a) in relation to all aspects of electric power systems, including their technical, economic and environmental aspects, and the impact of relevant organisational and regulatory environments, to:
 - (1) Develop and facilitate the exchange of engineering knowledge and information on power systems; and
 - (2) Add value to the knowledge and information exchanged by synthesising state of the art and world practices;
 - (3) Make CIGRE's work available to the participants of the Electrical Power Industry: specialists as well as managers, decision makers, regulators and academia;
 - (4) Enhance skills and knowledge;
- (b) to increase awareness of CIGRE's work;
- (c) to foster interest in the work and activities of CIGRE; and
- (d) to promote the interests of CIGRE.

More specifically, issues related to the development, operation and management of power systems, as well as the design, construction, maintenance and disposal of equipment and plants are at the core of CIGRE's mission.

3.2 Powers

The Company may:

- (a) do anything which it considers will help achieve its objects;
- (b) organise seminars, conferences and other events and activities in pursuance of its objects;
- (c) publish materials and sell publications; and
- (d) do anything ancillary or incidental to its powers.

3.3 Not for profit

The income and property of the Company must be applied solely towards the promotion of the objects of the Company as set out in clause 3.1 and, subject to

clause 3.4, no portion of it is to be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to members or directors.

3.4 Permitted payments

Clause 3.3 does not prevent the payment to members or directors in good faith:

- (a) for goods supplied in the ordinary and usual course of business;
- (b) of interest at a reasonable and proper rate on money borrowed from any member;
- (c) of reasonable and proper rent for premises demised or let by any member to the Company;
- (d) of remuneration to any officer of the Company in return for any services rendered to the Company other than in the capacity as director, where the provision of the service has the prior approval of the Board and where the amount payable is approved by the Board and is not more than an amount which commercially would be a reasonable payment for the service;
- (e) out of pocket expenses, including air fares, accommodation and meal expenses, incurred by a director or a member attending:
 - (1) the meeting of a CIGRE Study Committee; or
 - (2) the CIGRE Sessions,

provided the expenses are approved by the Board in advance and the amount reimbursed does not exceed the amount approved by the Board. The Board may delegate this responsibility to the Secretary and / or Executive Manager;
- (f) out of pocket expenses incurred by a director in the performance of any duty as a director of the Company where the amount payable does not exceed any amount previously approved by the Board;
- (g) of any salary or wage, or payment of expenses, due to a member as an employee of the Company where the terms of employment have been approved by the Board; and
- (h) of remuneration to directors where that remuneration is approved by the members by ordinary resolution.

4 Membership

4.1 Membership

. The Board may admit further persons as members of the Company in accordance with this constitution.

4.2 Membership classes

The Company will have the following classes of members:

- (a) collective members (i); including Collective Transmission & Distribution Utilities
- (b) collective members (II);

- (c) individual members (i) (ordinary);
- (d) individual members (II) (associate);
- (e) individual members (student); and
- (f) honorary members.
- (g) retired members

4.3 Rights of members

Subject to clause 21.3, a member, other than an individual member (II) (associate) and individual member (student), may attend and vote at general meetings of the Company. An individual member (II) (associate) and individual member (student) of the Company may only attend, but not vote at, general meetings.

5 Eligibility for membership

5.1 Collective members (I)

Subject to clause 6, the following are eligible to become a collective member (I):

- (a) Private and public companies, corporations, unincorporated bodies, associations and partnerships formed under the laws in force in Australia or New Zealand and having an industrial or commercial nature;
- (b) Australian Commonwealth or State government departments, statutory government bodies, government instrumentalities and government corporations (including State-owned corporations);
- (c) New Zealand government departments, statutory government bodies, government instrumentalities and government corporations;
- (d) scientific, technical or research institutes and organisations in Australia or New Zealand;
- (e) industry or professional associations (incorporated or unincorporated) in Australia or New Zealand; and
- (f) other entities whose nature, functions, activities or circumstances are such that, in the Board's view, it would be appropriate to admit them as collective members (I).
- (g) A new member category of Collective members (I) - Transmission & Distribution is introduced and shall comprise power utilities that transmit and distribute electrical power supplies.

5.2 Collective members (II)

Subject to clause 6, institutions of tertiary education in Australia or New Zealand, including universities, technical and further education (TAFE) colleges, tertiary institutions and other tertiary education providers, are eligible to become a collective member (II).

5.3 Individual members (I) (ordinary)

Subject to clause 6, the following are eligible to become an individual member (I) (ordinary):

- (a) natural persons resident in Australia or New Zealand who practise, or undertake research or teaching, in professions pertaining to the objects of the Company including, but not limited to, engineering, science (including environmental sciences), technology and market and regulatory economics; and
- (b) natural persons whom the Board considers it appropriate to admit to individual membership (I) (ordinary), although they are not eligible to become an individual member (I) (ordinary) under clause 5.3(a) and/or are otherwise not resident in Australia or New Zealand.

5.4 Individual members (II) (associate)

Subject to clause 6, natural persons resident in Australia or New Zealand not otherwise eligible for membership are eligible to become an individual member (II)(associate) if the Board considers their admission to individual membership (II) (associate) would benefit the Company.

Individual membership (II) (associate) must be aged under 35 years and once an individual member (II) (associate) has been a member for two years, he or she is no longer eligible to be an individual member (II) (member), but may apply to become an individual member (I)(ordinary).

5.5 Individual members (student)

- (a) Subject to clause 6, natural persons resident in Australia or New Zealand:
 - (1) who are full time students in an engineering or science course at an institution of tertiary education in Australia or New Zealand or in such other course as the Board thinks appropriate;
 - (2) whose circumstances, experience or qualifications are such that, in the Board's view, it would be appropriate to admit them as individual members (student),

are eligible to become an individual member (student).
- (b) Any applicant for Individual member (student) must provide evidence that substantiates their standing as a full-time student before the application can be approved and for every year that the individual member (student) remains as an individual member (student). If the individual member (student) fails to provide such evidence within two calendar months of a request, then the membership shall be cancelled.

5.6 Honorary members

Subject to clause 6, natural persons resident in Australia or New Zealand who, in the opinion of the Board, have given such service to the Company or to CIGRE as to merit honorary membership, are eligible to become a honorary member.

5.7 Retired members

Subject to clause 6, natural persons resident in Australia or New Zealand who, in the opinion of the Board, have given such service to the Company or to CIGRE and have retired from active employment and meet the criteria for retired membership, are eligible to become a retired member.

6 Membership: application and general provisions

6.1 Member of CIGRE

All applicants must either be, or agree to become, a member of CIGRE. A new member applicant who does not become a financial member of CIGRE within three months of application may by resolution of the Board have its, his or her membership application cancelled.

6.2 General qualifications for all members

As well as meeting the qualifications for a class of membership, all applicants for membership must support the objectives of the Company and have some connection with or interest in the generation, transmission, distribution, marketing or regulation of electricity systems.

6.3 Application form and fees

An application for membership must be made in the form the Board prescribes and accompanied by the annual membership fee for the class of membership to which the application relates.

6.4 Admission to membership

An applicant will only be admitted to membership following a resolution for his, her or its admission being passed by the Board or the Board's nominated representative.

6.5 Power of Board to reject any application

The Board may at its absolute discretion reject any application for membership.

7 CIGRE subscriptions and membership fees

7.1 Liability for CIGRE subscriptions

All members of the Company must pay to the Company any subscriptions owing by that member to CIGRE in accordance with Article 4 of the CIGRE Statutes. The Company will forward the subscriptions for CIGRE paid by each member to CIGRE on each member's behalf. The subscription owing to CIGRE by each member will form a part of the membership fees payable by that member to the Company under clause 7.2.

7.2 Liability for membership fees

- (a) Subject to paragraph (c) below, all members are liable to pay membership fees to the Company.
- (b) The membership fees payable by a honorary member of the Company who is not also a honorary member of CIGRE may not exceed the subscriptions payable by that honorary member to CIGRE.
- (c) A honorary member of the Company who is also a honorary member of CIGRE will not be liable to pay any membership fees to the Company.

7.3 Waiver and reduction of fees

At the discretion of the Board, the Company may:

- (a) subsidise the subscription owing to CIGRE by any member of the Company in part or in full, with the result that the total membership fee payable by a member to the Company under clause 7.2 is less than the subscriptions

payable by that member to CIGRE;

- (b) waive the payment of membership fees by a member; or
- (c) reduce the membership fees payable by a member.

7.4 Membership fee levels

- a) . The Board is authorised to increase fees by up to CPI in any year up to a maximum of 5%. The Board may at any general meeting advise the members of an increase to the membership fees payable by all or one of the classes of members and the date the increase shall be effective.
- b) A new Retiree sub-category of Individual I membership which will have a fee based on waiving the Australian component of the Individual I fee. Retirees will pay 50% of the standard Panel fee.
- c) A Convenor of an Australian Panel will not be charged a Panel fee.
- d) The fee for the new member category of Collective members (I) - Transmission & Distribution will be set at four times the standard Collective members (I) fee unless otherwise approved by the Board.

7.5 Different rates of fees

Membership fees may be set at different rates for different classes of members and within each class of members.

7.6 Payment of fees

Except for new members, who must pay their membership fees as provided in clause 6.3, members must pay their membership fee annually in advance by the nominated due date.

8 Cessation of membership

8.1 Withdrawal

A member's membership may be cancelled by the member by notice in writing, the notice to take effect on its receipt by the Board. In this event, that member's name will be removed from the register of members.

8.2 Cancellation of membership

A member ceases to be a member if his or her membership is cancelled under clause 9. In this event, that member's name will be removed from the register of members.

9 Cancellation of membership

9.1 Board may cancel a membership

The Board may, by resolution, cancel the membership of a member if:

- (a) the member wilfully refuses or neglects to comply with the provisions of this constitution or the CIGRE Statutes;
- (b) the member is guilty of conduct which, in the view of the Board, is unbecoming of a member or prejudicial to the interests or reputation of the Company or of CIGRE;

- (c) the member fails to pay his, her or its membership fees for a period of three (3) months from the due date; or
- (d) the member ceases to be a member of CIGRE.
- (e) the individual member (student) fails to provide such evidence of their status as a full time student within two calendar months of a request.

9.2 Secretary to notify Board of possible grounds for cancellation

The Secretary has a duty to report to the Board any facts or circumstances which he or she believes or suspects constitute grounds for cancellation of a member's membership under clause 9.1.

9.3 Notice of cancellation

Cancellation of membership on the grounds in:

- (a) paragraph 9.1(c) is automatic as of 12 months after the due date for payment of membership fees and following a resolution of the Board; and
- (b) paragraph 9.1(d) is automatic and following a resolution of the Board.

On all other grounds, a member must be given written notice at least one month before the meeting of the Board at which the cancellation of a member's membership is to be considered.

9.4 Requirements for notice

The notice referred to in clause 9.3 must:

- (a) contain particulars of:
 - (1) what is alleged against the member; and
 - (2) the intended resolution for the cancellation of the member's membership; and
- (b) inform the member of his, her or its right to appear before the Board to give any explanation or defence the member may think fit, either orally or in writing.

9.5 Right to appear before the Board to give explanation or defence

A member has the right to appear before the Board to give any explanation or defence the member may think fit, before the intended resolution for the cancellation of the member's membership is put to the Board.

9.6 Resolution for cancellation

A resolution to cancel a member's membership will be carried if passed by a simple majority of the Board present and voting. If passed, the Secretary must inform the member in writing within 14 days of the Board's decision.

10 General meetings

10.1 Annual general meetings

The Company must hold an annual general meeting once in each calendar year, and no later than five months after the end of the Company's financial year.

10.2 Venue of annual general meeting

An annual general meeting must be held at such place in Australia or New Zealand as the Board sets for the meeting.

10.3 Extraordinary general meetings

All general meetings other than annual general meetings are extraordinary general meetings.

10.4 Convening extraordinary general meetings

The Board may convene an extraordinary general meeting whenever it thinks fit at any place in Australia or New Zealand it thinks fit.

10.5 Amount of notice

The Board, in convening a general meeting, must give not less than 21 days' notice of the meeting, or such lesser period of time that may be allowed under the Act.

10.6 Use of technology

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.

11 Members may request an extraordinary general meeting

11.1 Power of members to request

The Board must convene an extraordinary general meeting of members on the request of members with at least 5% of the votes that may be cast at an extraordinary general meeting.

11.2 Form of request

The request must:

- (a) be in writing;
- (b) state any resolution to be proposed to the meeting;
- (c) state the names of and be signed by the members making the request; and
- (d) be received at the registered office at the Company.

11.3 Board to call meeting

The Board must call the meeting within 21 days from the date of receipt of the request at the registered office of the Company. The meeting is to be held not later than 2 months after the request is received at the registered office.

12 Failure to hold an extraordinary general meeting

12.1 Members may convene a meeting

Members with more than 50% of the votes of all members who make a request under clause 11 may call and arrange to hold an extraordinary general meeting if the directors do not do so within 21 days from the date of receipt of the request at the registered office of the Company. Any such meeting must be held not later than 3 months after the request is received at the registered office of the Company. The meeting must be called in the same way, so far as is possible, in which extraordinary general meetings of the Company are called.

12.2 Access to members' register

The members calling the meeting may ask the Company for a copy of the register of members. The Board must provide a copy of the register of members to the requesting members without charge.

12.3 At the Company's expense

The Company must pay the reasonable expenses the members incur because the Board failed to call and hold an extraordinary general meeting. The Company may recover this amount from the directors who will be jointly and individually liable for this amount. A director who took all reasonable steps to cause the directors to call a meeting at the members' request will not be liable.

12.4 Conduct of meeting

An extraordinary general meeting convened by the requesting members must be convened in the same manner as nearly as possible as that in which extraordinary general meetings are convened by the Board.

13 Members may call an extraordinary general meeting

13.1 Members may convene a meeting

Members with at least 5% of the votes that may be cast at an extraordinary general meeting may call, and arrange to hold, an extraordinary general meeting. The meeting must be called in the same way, so far as is possible, in which extraordinary general meetings of the Company are called.

13.2 At members' expense

The members calling the meeting must pay the expenses of calling and holding the meeting.

13.3 Conduct of meeting

An extraordinary general meeting convened under this clause 13 must be convened in the same manner as nearly as possible as that in which extraordinary general meetings are convened by the Board.

14 Notices of general meetings

14.1 Contents of notice

A notice of a general meeting must:

- (a) set out the place, date and time for the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
- (b) state the general nature of the meeting's business;
- (c) if a special resolution is to be proposed at the meeting, set out an intention to propose a special resolution and state the resolution; and
- (d) contain a statement setting out the following information:
 - (1) that a member has the right to appoint a proxy;
 - (2) whether the proxy needs to be a member of the Company; and
 - (3) that a member entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise.

14.2 AGM notice requirements

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

- (a) the accounts and the reports of the Board and the auditors;
- (b) the election of directors; or
- (c) the appointment and fixing of the remuneration of the auditors.

14.3 Sending notice of meeting

A notice of general meeting must be given to each member, the directors and the auditor for the Company.

14.4 Failure of notice

Inadvertent or accidental failure to give a notice of a general meeting to one or more members, or non-receipt of a notice of a meeting by one or more members, does not invalidate the notice or the meeting.

15 Members' resolutions

15.1 Power to put a members' resolution

The following members may give the Company notice of a resolution they propose to move at a general meeting:

- (a) members with at least 5% of the votes that may be cast on the resolution;
or
- (b) at least 2 members who are entitled to vote at a general meeting.

15.2 Form of notice

The request must:

- (a) be in writing;
- (b) set out the words of the proposed resolution;
- (c) state the names of and be signed by the members proposing to move the resolution; and
- (d) be received at the registered office at the Company, within a reasonable time to allow information to be conveyed to all members, but in any case, not more than 14 days prior to the meeting.

15.3 Time for consideration

If the Company has been given notice of a resolution under clause 15.1, the resolution is to be considered at the next general meeting that occurs 2 months after the notice is given.

15.4 Notice to members

The Company must give all its members notice of the resolution in the same way as it gives notice of a general meeting. The Company is responsible for giving members notice of the resolution if the Company receives the resolution in time to send it out to members with the notice of general meeting.

If the resolution is not received in time for the Company to send it out with the notice of general meeting, the members requesting the resolution are liable for the costs reasonably incurred by the Company in giving members notice of the resolution. The members in general meeting may resolve for the Company to meet these expenses.

16 Members' statements

16.1 Power to put a members' statement

The following members may give a statement about a resolution that is proposed to be moved at a general meeting or any matter that may properly be considered at a general meeting:

- (a) members with at least 5% of the votes that may be cast on the resolution;
or
- (b) at least 2 members who are entitled to vote at a general meeting.

16.2 Form of request

The request must:

- (a) be in writing;

- (b) state the names of and be signed by the members providing the statement; and
- (c) be received at the registered office at the Company.

16.3 Notice to members

After receiving the request, the Company must give all its members a copy of the statement at the same time, or as soon as practicable afterwards, and in the same way, as it gives notice of a general meeting.

If the statement is not received in time for the Company to send it out with the notice of general meeting, the members making the request are liable for the costs reasonably incurred by the Company in distributing the statement. The members in general meeting may resolve for the Company to meet these expenses.

17 Quorum for general meetings

17.1 Requirement for quorum

No business may be done at a general meeting unless a quorum of members is at the meeting when it proceeds to business.

17.2 Twenty members a quorum

Twenty members present in person or by their representative or proxy constitute a quorum.

17.3 Absence of quorum

If a quorum is not present within 30 minutes after the time for the meeting set out in the notice of meeting, the meeting is dissolved.

17.4 Adjourned meeting

Notwithstanding clause 17.3, if a quorum is not present for a general meeting that is the annual general meeting within 30 minutes after the time for the meeting set out in the notice of meeting, the meeting is adjourned to the date, time and place the directors specify. If the directors do not specify, the meeting is adjourned to the same day in the next week and at the same place and time. If at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, ten members present in person or by their representative or proxy constitute a quorum. If this reduced quorum is not present at the adjourned meeting, the meeting is dissolved.

18 Chairman at general meetings

18.1 Chairman to serve as chairman at general meetings

The Chairman will serve as chairman at general meetings.

18.2 Alternative chairman

At a general meeting where the Chairman is not present within fifteen minutes of the time set for the meeting, or is unwilling to serve as chairman, the other directors present must elect a director to serve as chairman of the meeting.

19 Adjournment of general meeting

The chairman of a general meeting may, and must if directed by resolution of the members at a general meeting, adjourn the meeting, provided that:

- (a) no business may be done at an adjourned meeting, except business left unfinished at the meeting from which the adjournment took place;
- (b) when a meeting is adjourned for thirty days or more, notice of the adjourned meeting must be given as for an original meeting; and
- (c) except as provided in this clause, it is not necessary to give notice of an adjournment or of the business to be done at an adjourned meeting.

20 Voting at general meetings

20.1 Resolution by show of hands unless poll demanded.

Subject to clause 24.4, at a general meeting, a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is demanded (before or on the declaration of the results of the show of hands) by:

- (a) the chairman of the meeting;
- (b) at least five members present in person or by representative or proxy and entitled to vote on the resolution; or
- (c) members with at least 5% of the votes that may be cast on the resolution on a poll.

20.2 Withdrawal of demand for poll

A demand for a poll may be withdrawn.

20.3 Passing a resolution

On a show of hands, a declaration by the chairman of the meeting is conclusive evidence of the result. Neither the chairman or the minutes need to state the number or proportion of the votes in favour of or against the resolution.

20.4 Time for poll

If a poll is duly demanded, it must be taken in such manner, either at once or after an interval or adjournment or otherwise, as the chairman of the meeting directs. However, a poll demanded on the election of the Chairman or on a question of adjournment must be taken immediately.

20.5 Result of poll

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

21 Voting entitlement

21.1 Voting entitlement on a show of hands

Subject to clause 21.3, at a general meeting on a show of hands, every member has one vote.

21.2 Voting entitlement on a poll

Subject to clause 21.3, at a general meeting on a poll, every:

- (a) individual member (I)(ordinary), individual member (II) (ordinary), retired member and honorary member has one vote (either in person or by proxy);
- (b) collective member (II) has three (3) votes (either by representative or by proxy); and
- (c) collective member (I) has Six (6) votes (either by representative or by proxy).
- (d) Individual member (student) has zero (0) votes.

21.3 Inability to vote

A member may not vote at a general meeting unless all money then payable by the member to the Company has been paid.

- (a) A member may not vote at a general meeting unless all money then payable by the member to the Company has been paid.
- (b) Individual members (student) are not eligible to vote at a general meeting.

21.4 Objections to vote

- (a) An objection may be made to a voter's qualification only at the meeting or adjourned meeting at which the vote of the voter whose qualification is objected to is given or tendered.
- (b) An objection so made will be referred to and determined by the chairman of the meeting, whose decision is final.
- (c) A vote objected to, but not disallowed, is valid for all purposes.

21.5 Tied vote

If a vote at a general meeting is tied:

- (a) on a show of hands, a poll must be carried out on the resolution; and

- (b) on a poll, the resolution is not passed.

22 Proxies

22.1 Entitlement to appoint a proxy

A member may appoint, by instrument, another member or the authorised representative of another member as the appointing member's proxy to vote on the appointing member's behalf at a general meeting.

22.2 Form of proxy

An instrument appointing a proxy must be in the following form or a form as similar to it as circumstances allow:

[NAME OF PROXY] of [ADDRESS OF PROXY] or in that person's absence, [NAME OF SUBSTITUTE PROXY] of [ADDRESS OF SUBSTITUTE PROXY], is appointed as proxy for the member whose name appears below, to vote on the member's behalf at the annual general meeting/extraordinary general meeting** of Australian National Committee of CIGRE Limited on [DATE] and at any adjournment of that meeting.

SIGNED

[DATE]

.....

.....

Member appointing proxy: [NAME]

** delete whichever is inapplicable

22.3 Lodgement of proxy

An instrument appointing a proxy is invalid unless it, and the power of attorney or any other authority under which the instrument is signed, or a certified copy of that power or authority, are:

- (a) deposited or received in an electronic format at the registered office of the Company not less than 48 hours before the time set for the meeting, or adjourned meeting, at which the proxy is appointed to vote; or
- (b) handed to the chairman of the meeting before the start of the meeting or any adjourned meeting.

22.4 Directions on how to vote

An instrument appointing a proxy may direct how the proxy is to vote on a particular matter, question or motion. If it does:

- (a) the proxy need not vote on a show of hands, but if the proxy does, the proxy must vote as directed;
- (b) if the proxy has two or more appointments that specify different ways to vote on a resolution, the proxy must not vote on a show of hands;
- (c) if the proxy is the chairman of the meeting, the proxy must vote on a poll and must vote as directed; and

- (d) if the proxy is not the chairman of the meeting, the proxy need not vote on a poll, but if the proxy does, must vote as directed.

22.5 Voting of proxy

A vote made under an instrument appointing a proxy or a power of attorney is valid even if the instrument or power is revoked, if no written notice of its revocation is received by the Company at its registered office or by the chairman of the meeting before the commencement of the meeting or adjourned meeting at which the instrument is used or power exercised.

22.6 Rights of proxy

A proxy at a general meeting may speak, vote and join in a demand for a poll.

23 The Board

23.1 Composition of Board

Unless otherwise resolved by the members by ordinary resolution, the Board will comprise of not less than 5 and not more than 11 natural persons as follows:

- (a) the Chairman;
- (b) the Deputy Chairman;
- (c) the Treasurer;
- (d) the immediate past Chairman;
- (e) the Chairman of the Australian Technical Committee; and
- (f) six general directors.

23.2 Term of appointment - general

A director elected in accordance with clause 24 will take office at the conclusion of the general meeting at which he or she is elected and will, subject to this constitution, hold office until the end of his or her term.

23.3 Term of appointment - Chairman

- (a) The Chairman will hold office for a term of four years and will automatically retire as Chairman at the conclusion of the annual general meeting taking place on or about the end of this four year term.
- (b) Provided the Chairman remains a member of the Company (or remains an employee or officer of a member of the Company), the Chairman will remain a director of the Company as the immediate past Chairman from the date of the annual general meeting at which he or she retires from the position of Chairman until the next annual general meeting.
- (c) A person who has served as Chairman may not be Chairman of the Company for a further term. However, an immediate past Chairman may, if nominated and elected by the members, serve as a general director for up to two further terms of two years. For the avoidance of doubt, a person who has served as Chairman may not serve as the Deputy Chairman, the

Treasurer or the Chairman of the Australian Technical Committee.

23.4 Term of appointment - Board positions

- (a) The Deputy Chairman, the Treasurer, the Chairman of the Australian Technical Committee and the general directors will each hold office for a term of two years and will automatically retire as directors of the Company at the conclusion of the annual general meeting taking place on or about the end of their two year term. Each may, if nominated and elected, serve as a director of the Company in the same position for two further terms of two years. However, a person may not serve the Company as a director in the same position for more than three terms of two years.
- (b) A person who has served the Company as the Deputy Chairman, the Treasurer, the Chairman of the Australian Technical Committee and/or a general director may, if nominated and elected, serve as a director of the Company in a different position on the Board for three terms of two years (or such other term if elected to serve as Chairman), notwithstanding they have already served as a director of the Company for three terms of two years in another position on the Board.

23.5 Board vacancies

The Board may at any time appoint any member, or an employee or officer of a member, as a director to fill a casual vacancy. For the avoidance of doubt, a vacancy in the office of immediate past Chairman is not a casual vacancy. Any member of the Board so appointed will only hold office until the next general meeting.

23.6 Vacancy of the Chairman

If the Chairman resigns as Chairman or ceases to be a director, the Deputy Chairman automatically becomes acting Chairman until the next annual general meeting where the members will elect a new Chairman. If the former Chairman has ceased to be a director, the Board may elect a new director to replace the Chairman (but not in the capacity of Chairman) under clause 23.5. If the Deputy Chairman resigns as acting Chairman or ceases to be a director, the Board must appoint a new Chairman who must be a current director. Any such appointee will remain Chairman until the next annual general meeting where the members will elect a new Chairman.

23.7 Vacancy of other office-bearers

Between annual general meetings the Board may change the directors holding the positions of Deputy Chairman, Treasurer and Chairman of the Australian Technical Committee. Any new appointee to these positions must be a current director.

24 Election of directors

24.1 Nominations

Subject to clause 23.5, nominations to the office of director must be made in writing by a member and seconded by another member. The nomination must indicate whether the nominee is nominated to be the Chairman, Deputy Chairman, the Treasurer, the Chairman of the Australian Technical Committee or a general director. All nominees for the office of director must be either a member of the Company or an employee or officer of a collective member (i) or collective member (II).

24.2 Nominations to be signed by nominee, proposer and seconder

Nominations must be signed by:

- (a) the person nominated as a director of the Company, signifying the person's consent to the nomination;
- (b) the proposer; and
- (c) the seconder.
- (d) In the case of the nominee being an employee of a collective member, then the collective member CIGRE Australia representative must also endorse the nomination

24.3 Lodgement of nominations

- (a) Nominations must be lodged by the date, at the place and using the prescribed form as set out in the notice of the relevant general meeting, such requirements to be determined by the Board.
- (b) Notwithstanding paragraph (a), the chairman of the meeting may, at the absolute discretion of the chairman, accept late nominations, including nominations handed to the chairman on the day of the relevant general meeting (either before or during the meeting), provided it is received before the members vote for the position for which the nominee is nominated.
- (c) A nomination may only be made in respect of a position of the board that is vacant or will become vacant at the next general meeting. Any other nominations will be disregarded.

24.4 Voting for directors at general meeting

Notwithstanding clause 20.1 and subject to clause 24.7, the members will vote for each position on the board separately and by way of a poll, the position of Chairman to be decided first, followed by the positions of Deputy Chairman, the Treasurer and the Chairman of the Australian Technical Committee. Immediately following, the members will vote for the position of general director in accordance with clause 24.6. Each member may only vote for one nominee for each position, with the exception of general directors, where each member may vote for six nominees.

24.5 Determination of the successful nominee

- (a) This clause will apply to the election of all directors other than the general directors.
- (b) The nominee receiving the highest number of votes for each position will be elected to that position.
- (c) If there is more than one nominee receiving the highest number of votes for any position, the members will vote again for the position. In this instance, only the nominees with the equal highest number of votes will stand for the position. This process will be repeated until there is only one nominee receiving the highest number of votes.
- (d) In the event of a tie that cannot be resolved by the members, the chairman of the meeting will have the casting vote.

24.6 Determination of the successful nominees - general directors

- (a) This clause will apply to the election of the general directors only.
- (b) The six nominees receiving the six highest number of votes will be elected to the position of general director.
- (c) If there are more than six nominees receiving the six highest number of votes, then of those nominees the nominees with the equal lowest number of votes will not be elected to the position of general director. Instead the members will vote again for the remaining position(s) of general director. In this instance, only these nominees will stand for the position(s). This process will be repeated until six of the nominees have been elected as directors.
- (d) In the event of a tie that cannot be resolved by the members, the chairman of the meeting will have the casting vote.

24.7 Shortage of nominations

- (a) If only one nomination is received for a position on the Board (other than the position of general director), that person will be deemed elected to that position at the general meeting.
- (b) If only six nominations are received for the position of general director, then each of the six nominees will be deemed elected to the position of general director at the general meeting.
- (c) If no person is nominated for a position on the Board, the Board may after the general meeting treat that position as a casual vacancy and fill that vacancy in accordance with clause 23.5.

25 Resignation and removal of directors

25.1 Resignation of directors

A director may resign as a director of the Company by giving written notice to the Company at its registered office. Resignation will take effect on the date stated in the notice, or if there is no date, on the date the notice is received at the registered office. The notice of resignation need not be formally accepted, and may not be rejected, by the Company.

25.2 Removal of directors

- (a) A director may be removed as a director of the Company by an ordinary resolution passed at a general meeting.
- (b) In order to move a resolution to remove a director, notice of intention to move the resolution must be given to the Company at its registered office at least 2 months before the meeting is to be held.
- (c) The Company must give the director a copy of the notice of intention to move the resolution for removal of that director received by the Company under paragraph (b).
- (d) The director may put his or her case to the members by giving the Company a written statement for circulation to members and by speaking to the resolution at the general meeting.
- (e) The written statement prepared by the director must be distributed by the

Company with the notice of general meeting, and if there is no time to comply with this requirement, the statement must be distributed to members at the general meeting.

25.3 Termination of appointment as Director

The appointment of a director is automatically terminated following a resolution of the Board if the director:

- (a) becomes prohibited from being a director by reason of an order made under the Act;
- (b) 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;
- (c) is absent without the consent of the Board from all its meetings held during any 6 month period;
- (d) 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 the Act; or
- (e) ceases to be a member of the Company or of CIGRE, or being an employer or officer of a member, ceases to be an employee or officer of that member, or that member ceases to be a member of the Company or of CIGRE, and the director does not apply for individual membership (ordinary).

26 Powers of the Board

26.1 General powers

Subject to the Act and this constitution, the affairs of the Company are managed by the Board, who may exercise all powers of the Company which are not, by the Act or this constitution, required to be exercised by the Company in general meeting.

26.2 Budget

The Board must use reasonable endeavours to ensure it has adopted an annual budget for the Company for the following financial year before the end of any financial year. The Board must ensure the affairs of the Company are conducted in accordance with the budget prepared by the Board.

26.3 Role of the Treasurer

The Treasurer is responsible for:

- (a) the financial policy and direction of the Company;
- (b) setting the general financial directives of the Company;
- (c) overseeing the financial performance of the Company;
- (d) future financial planning for the Company; and
- (e) formally reviewing the accounts prepared under clause 34 prior to their submission to the Board.

26.4 Board may make by-laws

- (a) Subject to the approval of the members by ordinary resolution, the Board

may, by instrument under common seal of the Company make by-laws relating to the admission of members, classification of members, membership fees, the appointment and functioning of committees and officers and general matters relating to the functioning and organisation of the Company provided that such by-laws are not inconsistent with the Act, this constitution or the CIGRE Statutes.

- (b) Subject to the approval of the members by ordinary resolution, the Board may annul or vary any by-law from time to time.
- (c) All by-laws made and for the time being in force are binding on the Members.

27 Proceedings of the Board

27.1 Meetings of Board

The Board may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. For the purposes of the Act, each director, on becoming a director, consents to the use of the following technology to hold any Board meeting:

- (a) video;
- (b) telephone;
- (c) any other technology which permits each director to communicate with each other director; and
- (d) any combination of the technologies described in the above paragraphs.

27.2 Convening meetings of Board

The Chairman or any 2 other directors may request a meeting of the Board. The secretary is responsible for issuing all notices of meetings of the Board. Except in special circumstances determined by the Chairman, at least 7 days' notice must be given of all meetings of the Board.

27.3 Chairman

The Chairman will preside as chairman at meetings of the Board.

27.4 Absence of chairman

At a meeting where the Chairman 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 one of their number to be chairman of the meeting.

27.5 Decisions

Subject to this constitution, questions arising at a meeting of the Board will be decided by a majority of votes of directors present and voting and any decision will for all purposes be deemed a decision of the Board.

27.6 Casting vote

In case of an equality of votes the chairman of the meeting has the casting vote.

27.7 Quorum

The quorum for any meeting of the Board is 5 directors.

27.8 Vacancies

In the event of a vacancy or vacancies in the office of a director or directors, the remaining Directors may act but, if the number of the remaining directors are not sufficient to constitute a quorum at a meeting of the Board, they may act only in accordance with Clause 23.6 for the purpose of increasing the number of directors to a number sufficient to constitute a quorum or of convening a general meeting of the Company.

27.9 Contracts with a company in which a director is interested

A director must not vote in respect of any resolution at a Board meeting in which the director is in any way, whether directly or indirectly, interested, and if the director votes in contravention of this clause, the director's vote must not be counted.

27.10 Resolution by document

If all the directors have signed a document containing a statement that they are in favour of a resolution of the Board in terms set out in the document, a resolution in those terms is deemed to have been passed at a meeting of the Board held on the date on which the document was signed and at the time at which the document was last signed by a director, or if the directors have signed the document on different days, on the day on which, and at the time at which, the document was last signed by a director. Two or more separate documents containing statements in identical terms, each of which is signed by one or more directors, are together deemed to constitute one document containing a statement in those terms signed by those directors on the respective days on which they signed the separate documents.

27.11 Validity of acts of the Board

All acts done by any meeting 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 that a person so appointed was disqualified, as valid as if the person had been duly appointed and was qualified to be a director.

28 Secretary

28.1 Appointment of Secretary

The Board will appoint a Secretary for such period and on such terms and conditions as it sees fit.

28.2 Qualifications of the Secretary

The Secretary may be:

- (a) a director or a non-director; or
- (b) a member or a non-member,

as the Board sees fit, but is not per se a director or a member.

28.3 Secretary's responsibilities

The Secretary will be responsible for administration of the Company's affairs, ensuring its compliance with the law and the requirements of regulatory bodies

and advising the Board on constitutional and other matters affecting the Company.

28.4 Termination

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

28.5 Secretary may be Executive Manager

The Secretary may, if the Board sees fit, be one and the same person as the Executive Manager.

28.6 Secretary's remuneration and allowance

Any remuneration or allowance for the Secretary will be set by the Board.

29 Executive Manager

29.1 Appointment of Executive Manager

The Board may appoint an Executive Manager for such period and on such terms and conditions as it sees fit.

29.2 Executive Manager's responsibilities

The Executive Manager will be responsible for compliance with the budget, maintaining membership levels, meeting key performance indicators agreed upon with the Board from time to time and discharging other duties agreed upon with the Board from time to time.

29.3 Termination

The Board may terminate the appointment of the Executive Manager at any time.

29.4 Executive Manager may be Secretary

The Executive Manager may, if the Board sees fit, be one and the same person as the Secretary.

29.5 Executive Manager's remuneration and allowance

Any remuneration or allowance for the Executive Manager will be set by the Board.

30 Panels

30.1 Establishment of Panels

The Board may establish a Panel for the purpose of:

- (a) contributing to the work of a CIGRE Study Committee; and
- (b) enhancing the technical skills and knowledge of the electricity supply industry, its utilities, its suppliers and academia within Australia and New Zealand.

30.2 Activities of panels

The activities of a Panel will be confined to the matters:

- (a) included in its approved action plan provided by the relevant CIGRE Study Committee; or
- (b) approved by the chairman of the relevant CIGRE Study Committee, the Chairman and/or the Chairman of the Australian Technical Committee.

30.3 Appointment of convener

The Board, acting on the recommendation of the Chairman, will appoint a convener for each Panel. Any appointee should have an ability to participate fully in the activities of the CIGRE Study Committee. While not mandatory, generally the convener of a Panel will be nominated to CIGRE for membership of the corresponding CIGRE Study Committee. The Board may, at its discretion, terminate the appointment of the convener of a Panel. For the purposes of clarity, the convener must be an individual member (I) (ordinary) with or without being a collective (or other) member.

30.4 Term of appointment

The term of appointment of a convener of a Panel will be 6 years. This may be extended by the Board for a further period of 2 years.

30.5 Membership of Panel

The convener of a Panel, in consultation with the Chairman of the Australian Technical Committee, will be responsible for the membership of the Panel, taking into account:

- (a) any nominations for the Panel received from collective members (I) and collective members (II) and the availability of experts amongst other members;
- (b) any nominations for the Panel received from individual members (I) and individual members (II) and the availability of experts amongst other members;
- (c) the capacity of a potential Panel member to contribute to the work of the Panel through relevant experience and current active involvement in an area of industry relevant to the Panel's activities; and
- (d) whether the potential Panel member works in an industry directly relevant to the activities of the Panel and, as a result, will be able to transfer knowledge gained from the Panel to industry.

30.6 Removal from membership

The convener of a Panel may remove a member of the Panel if the convener forms a view that the person is unable to effectively contribute to the Panel's activities. If the Panel member removed is an employee or officer of a member, the convener of the Panel will endeavour to appoint a replacement member of the Panel who is also an employee or officer of that member.

30.7 Role of convener of Panel

The convener of a Panel will be responsible for:

- (a) convening meetings of the Panel and providing to the Secretary a copy of the notice of meeting and the agenda; and
- (b) providing to the Secretary for distribution to all members a copy of any

questionnaire to be considered by the Panel.

30.8 Guest members

A Panel may comprise of experts from industry or visitors from overseas who are not members of the Company or of CIGRE.

Should a guest member wish to be involved in the panel for more than 12 calendar months then that guest must become a financial member of the Company and the panel or cease involvement.

31 Australian Technical Committee

31.1 Existence

The Company will have an Australian Technical Committee.

31.2 Composition

The Australian Technical Committee will consist of the Chairman of the Australian Technical Committee who shall also be a Company Director as per clause 23.1, the convener of each of the Panels and the Secretary. The Chairman and the Deputy Chairman, while not members of the Australian Technical Committee, will be given notice of, and may attend, meetings of the Australian Technical Committee.

31.3 Chairman of the Australian Technical Committee

- (a) The Chairman of the Australian Technical Committee will act as chairman of meetings of the Australian Technical Committee. In the absence of the Chairman of the Australian Technical Committee, the members of the Australian Technical Committee may elect one of their members to be chairman of a meeting in his or her place.
- (b) The Chairman of the Australian Technical Committee will report to the Board on the activities of the Australian Technical Committee at each Board meeting.

31.4 Role of Australian Technical Committee

The Australian Technical Committee will be responsible to the Board for the oversight of the technical activities of the Company and, in particular, the operation of Panels and the organisation of participation by the Company at the CIGRE Sessions, Working Groups, Task forces, Study Committees and other CIGRE technical activities and groups.

32 Seal

32.1 Safe custody

The Board must provide for the safe custody of the common seal for the Company.

32.2 Use of seal

The common seal for the Company must be used only by the authority of the Board and every document to which the common seal for the Company is affixed must be signed by a director and be countersigned by another director or by some other person authorised by the Board for that purpose.

33 Inspection of records

33.1 Board to determine access to records

The Board must 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. 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 Board or by the members by ordinary resolution.

33.2 Access to registers

The Company must allow a member to inspect its register of members without charge. On request, the Company must provide a copy of the register of members within 7 days. The Company may charge a member for this copy the amount permitted by the Australian Securities & Investments Commission from time to time.

34 Accounts

34.1 Financial records

The Company must keep written (in hard or electronic format) financial records that:

- (a) correctly record and explain its transactions and financial position and performance; and
- (b) would enable true and fair financial statements to be prepared and audited.

These financial records must be retained for 7 years after the transactions covered by the records are completed.

34.2 Preparation of financial reports and directors' report

The Company must prepare a financial report and directors report for each financial year in accordance with the Act. The financial report must include a profit and loss statement, a balance sheet and a statement of cash flows, together with any explanatory notes.

34.3 Appointment of auditor

The members must at each annual general meeting appoint an auditor or auditors to hold office until the next annual general meeting and their appointment, rights and duties will be regulated by the Act. The auditors' remuneration will be set by the Board.

34.4 Financial reports must be audited

The financial report prepared under clause 34.2 must be audited by the auditor appointed under clause 34.3 in accordance with the provisions of the Act.

34.5 Copy of reports to be sent to members

The audited financial report and directors' report prepared under clause 34.2 must be sent to members by the earlier of 21 days before the annual general meeting and 4 months after the end of the relevant financial year.

34.6 Automatic amendment

If the reporting requirements of the Company under the Act are amended such as to reduce the Company's reporting requirements, this clause will be automatically amended to incorporate this change.

35 Notices

35.1 Service of notices

A notice (including a notice of general meeting) may be served by the Company on any member:

- (a) personally;
- (b) by post to the address for the member in the register of members or any alternative address nominated by the member; or
- (c) by sending it to the fax number or electronic address nominated by the member.

35.2 Time of service of notices

Any notice if served by post will be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted and in proving such service it will be sufficient to prove that the notice was properly addressed and posted.

35.3 Failure by member to advise of address

A Member who fails to give his or her address for registration is not entitled to receive notices from the Company.

36 Indemnity and insurance

36.1 Indemnity

Every director and other officer for the time being of the Company will be indemnified out of the assets of the Company against any liability incurred by him or her in defending any proceeding whether civil or criminal in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application under the Corporations Law in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust.

36.2 Insurance

To the extent permitted by law 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 against a liability:

- (a) incurred by a person in his or her capacity as an officer of the Company provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of the Act; or

- (b) for costs and expenses incurred by the person in defending any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or admitted to doing some act, matter or thing in his or her capacity as an officer of the Company (including proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Company).

37 Liability of members

37.1 Liability is limited

The liability of the members is limited.

37.2 Extent of liability

Every member of the Company undertakes to contribute to the property of the Company in the event of the same being wound up while he or she is a member, or within 1 year after he or she ceases to be a member, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and of the cost, charges and expenses of winding up, such amounts as may be required not exceeding \$10.00.

38 Winding up

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same will not be paid to or distributed among the members of the Company but will be given or transferred to some other organisation having objects similar to the objects of the Company and which also prohibits the distribution of its or of their income and property among its or their members as is imposed on the Company under clause 3.3.

39 Amendments to this constitution

This constitution may only be modified or repealed by the members by special resolution.

Schedule 1

Member Categories

Collective members (i)

[insert]

Collective members (II)

[insert]

Individual members (i) (ordinary)

[insert]

Individual members (II) (associate)

[insert]

Individual members (student)

[insert]

Honorary members

[insert]

Retired members

[insert]

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