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CORPORATIONS ACT 2001
CONSTITUTION
of
DISCOVERSPORT LIMITED

THE PARTIES COVENANT AND AGREE:

1. GENERAL

1.1 Name of Company

The name of the Company is DiscoverSport Limited.

1.2 Replaceable Rules

The Replaceable Rules do not apply to the Company.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In these Rules unless it is inconsistent with the subject or context in which it is used:

'Act' means the Corporations Act 2001:

'Board' means the board of directors of the Company;

'Business Day' means a day on which banks (as that term is defined in the Banking Act 1959) are open for business in Brisbane;

'Certificate of Approval' means a certificate of approval from the Vice-Chancellor certifying that the person is approved to act as a Director of the Company;

'Charitable Non-profit Entity' means an eligible charity under 3 1.1 (re):euo

‘Replaceable Rules’ means all or any of the replaceable rules contained in the Act from time to time and includes any replaceable rule that was or may become, a provision of the Act;

‘Representative’ means a natural person who is a partner, director, officer or principal of a partnership, company, trustee or other entity (‘body’) which is itself a Member.

(i) Students of JCU;

(ii) Staff of JCU;

(iii) Alumni of JCU;

(iv) Members of JCU affiliated sporting clubs; and

(v) Members of the communities in which JCU students study (including via work integrated learning).

(b) To provide sporting opportunities for -

(i) Students of JCU;

(ii) Staff of JCU;

(iii) Alumni of JCU;

(iv) Members of JCU affiliated sporting clubs; and

(v) Members of the communities in which JCU students study (including via work integrated learning).

In Support of the Primary Objectives within Australia

(a) To promote the benefits of healthy exercise via games and sport through the use of sporting facilities on JCU campuses and elsewhere4.1 (s)-4.3 (e)15.7 (w)-6.413ic

3.3 No power to issue shares

The Company has no power to issue or allot fully or partly paid shares to any person.

4. NON-PROFIT NATURE OF THE COMPANY

4.1 Non-profit

(a) The income, property, profits and financial surplus of the Company, whenever derived, must be applied solely towards the promotion of the objects of the Company as set out in this Constitution.

(b) The Company shall not distribute to its members (in that capacity) by way of dividend or otherwise any of the assets or income of the Company except in the following circumstances:

(i) where the members are Charitable Non-profit Entities that have purposes similar to the objects of this Company; or

(ii) as bona fide compensation for services rendered or expenses incurred on behalf of the Company.

(c) For the avoidance of doubt, in the event that the Company receives grant funds for the purposes of improvement of sporting and/or recreational facilities connected with JCU and/its students, nothing prevents the application of such grant funds for such purposes.

4.2 Remuneration and reimbursement

Nothing in this Constitution prevents:

(a) the repayment to any Member of money lent to the Company by that Member, or the payment in good faith of interest at reasonable rates on moneys lent to the Company by a Member;

(b) the payment of remuneration to any officers, agents, employees or other servants of the Company, in return for services rendered to the Company by that person;

(c) the payment of remuneration to any Member or to any person in return for services rendered to the Company by that Member or other person;

(d) the reimbursement or repayment to any Member of out-of-pocket expenses, reasonable and proper charges for plant, equipment or other goods hired by the Company from a Member, payment for goods supplied by a Member in the ordinary and usual course of business, or reasonable and proper rent for premises leased to the Company by a Member.

4.3 Winding Up

(a) The Company shall not distribute to its Members or former Members any of the assets or income of ther

(i) where the Members or former Members are Non-profit Entities and have purposes similar to the Objects of Company in Rule 3.1; or

(ii) as bona fide compensation for services rendered or expenses incurred on behalf of the Company.

(b) For the avoidance of doubt, the assets and income of the Company shall be applied solely for the furtherance of the objects of the Company in Rule 3.1 and no portion shall be distributed directly or indirectly to the Members of Company, except as permitted by Rule 4.3 (a).

(c) In the event of the Company being dissolved, the amount that remains after such dissolution and the satisfaction of all debts and liabilities shall be dealt with in the following manner:

(i) some or all of the amount can be distributed to Members or former Members, but only if the Members are Non-profit Entities and have purposes similar to the objects of Company;

(ii) if any amount is not distributed to Members or former Members, it must be transferred to another organisation, with similar objects to those of Company set out in Rule 3.1, and which is not carried on for the profit or gain of its individual Members.

4.4 Limited liability on winding up

Each Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while the person is a Member or within one year after the person ceases to be a Member. This undertaking to contribute is for the payment of the debts and liabilities of the Company contracted before the person ceases to be a Member and for the costs charges and expenses of winding up and for adjustment of the rights of the contributors among themselves. This liability is for such amount as may be required, not exceeding $1.00.

5. MEMBERSHIP

5.1 Types of Membership

(a) Until otherwise determined by the Members in general meeting there shall be the following classes of Members:

(i) Ordinary Members;

(ii) Associate Members;

(iii) Honorary Members; and

(iv) Life Members.

5.2 Types of Membership – Attributes and Related Matters

(a) Ordinary Membership is open to any person or body who makes application to the Board for ordinary membership in accordance with the R

5.4 Associate Members

Associate Members are entitled to receive notice of, attend and speak at general meetings, but are not entitled to:

(a) vote at a general meeting of Members;

(b) nominate or vote for directors; or

(c) become a Member of the Board.

5.5 Honorary Members

(a)

(c) In the event of the calling of an extraordinary general meeting where the Members agree in accordance with the Act to the abatement of time for notice of the meeting, the Secretary shall give all members not less than one day's notice of the meeting and any resolutions to be decided at that meeting.

9. PROCEEDINGS OF MEETINGS

9.1 Business of General Meetings

(a) The business of an annual general meeting is to receive and consider the financial and other reports required by the Act to be laid before each annual general meeting, to declare the results of the election by postal vote for members of the Board in the place of those retiring under these Rules, when relevant to appoint an auditor, and to transact any other business which, under these Rules, is required to be transacted at any annual general meeting. All other business transacted at an annual general meeting and all business transacted at other general meetings is deemed to be special. Except with the approval of the Board, or with the permission of the Chair or pursuant to the Act, no person may move at any meeting either:

(i) in regard to any special business of which notice has been given under Rule 8.2, any resolution or any amendment of a resolution; or

(ii) any other resolution which does not constitute part of special business of which notice has been given under Rule 8.2.

(b) The auditors and their representative are entitled to attend and be heard on any part of the business of a meeting which concerns the auditors. The auditors or their representative, if present at the meeting, may be questioned by the Members, as a whole, about the audit.

10. QUORUM FOR GENERAL MEETINGS

10.1 Quorum

A quorum for a meeting is that number of members present 4 ([(s (t)5 (h)-0.8 ((e)-.2 (31u> elM)-1

(i) the Chair of the Board is not present at the specified time for holding the meeting; or

(ii) the Chair of the Board is present but is unwilling to act as Chair of the meeting,

the Deputy-Chair of the Board is entitled to take the chair at the meeting.

(c) If at any general meeting:

(i) there is no Chair of the Board or Deputy-Chair of the Board;

(ii) the Chair of the Board and Deputy Chair of the Board are not present at the specified time for holding the meeting; or

(iii) the Chair of the Board and the Deputy-Chair of the Board are present but each is unwilling to act as Chair of the meeting,

the members of the Board present may choose another member of the Board as Chair of the meeting and if no member of the Board is present, or if each of the members of the Board present are unwilling to act [illegible]

to decide whether to seek the approval of the Members present to the adjournment and, unless the Chair exercises that discretion, no vote may be taken by the Members present in respect of the adjournment. No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

10.7 Voting

(a) Each question submitted to a general meeting is to be decided by a show of hands of the Members present and entitled to vote unless a poll is demanded. Subject to paragraph (b) of this Rule, in the case of an equality of votes, the Chair has, both on a show of hands and on a poll, a casting vote in addition to the vote or votes to which the Chair may be entitled as a Member or as a proxy, attorney or, if applicable, a duly appointed Representative of a Member.

(b) On a show of hands, where the Chair has 2 or more appointments (as proxy, attorney or Representative) that specify different ways to vote on a resolution, the Chair cannot vote, but has a casting vote in the case of an equality of votes cast by Members entitled to vote at the meeting.

10.8 Declaration of Vote on a Show of Hands When Poll Demanded

(a) At any meeting, unless a poll is demanded, a declaration by the Chair that a resolution has been passed or lost, having regard to the majority required, and an entry to that effect in the book to be kept of the

demanded on any question of adjournment is to be taken at the meeting immediately and without adjournment.

10.11

(d) 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;

(e) is absent without the consent of the Directors from meetings of the Directors for six consecutive months;

(f)

14.5 The Chair of the Board nominated under clause 14.11 shall chair the meetings of Directors.

14.6 Where a meeting of Directors is held and -

(a) a Chair of the Board has not been nominated under clause 14.11; or

(b) the Chair of the Board is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act,

the Directors present must elect one of them to chair the meeting.

14.7 In this Constitution, the contemporaneous linking together by telephone, radio, closed circuit television or other electronic means of audio or audio visual communication of

(b) the chair of the Board is aware of the condition or location of the Director and has certified that for the purpose of this clause the Director is not available.

14.14 For the purposes of clause 14.12, two or more separate documents containing statements in identical terms which are signed by one or more Directors shall together be considered 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.

14.15 A reference in clause 14.12 to the Directors does not include a Director who, at a meeting of Directors, would not have the right to vote on the resolution.

14.16 A reference in clause 14.12 to a signed document shall include a document which is electronically scanned and emailed and a document which is transmitted by facsimile, in either case received by the Company and apparently signed by a Director.

14.17 All acts done by a meeting of the Directors or of a committee of Directors or by any person acting as a Director are valid even if it is afterwards discovered that -

(a) there was a defect in the appointment of a person to be or act as a Director, or as a member of the committee; or

(b) a person was disqualified.

15. COMMITTEE OF DIRECTORS

15.1 The Directors may delegate any of their powers to a committee of two or more

16. DIRECTORS CONFLICT OF INTEREST

16.1 If a Director has an interest, whether as vendor, purchaser or otherwise in any contract or arrangement to be entered into by or for the Company -

(a) the nature of their interest must be disclosed by them at a meeting of the Directors and the Secretary shall record the declaration in the minutes of the meeting;

(b) the declaration shall be made at the meeting of the Directors at which the contract or arrangement is being considered if their interest then exists or otherwise at the first meeting of the Directors after the acquisition of their interest;

(c) a general notice that a Director is a member of a specified company and is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with that company shall be deemed to be a sufficient declaration.

16.2 Where a Director makes a disclosure or declaration under Rule 16.1, the Director may with the prior consent of the other Directors (but not otherwise and, where consent is given, only to the extent of that consent) in relation to the matter in respect of which the Director has a conflict of interest -

(a) receive information about the matter;

(b) be present at the meeting during the discussion of that matter;

(c) participate in the discussion of that matter; and

(d) vote in relation to that matter.

16.3 A Director is not disqualified from participation in meetings just because the Director is an employee or officer or student of JCU.

16.4 As provided for in section 187 of the Act, in the circumstances where the Company is a wholly-owned subsidiary of JCU, a Director is taken to act in good faith in the best interests of the Company if:

(a) the Director acts in good faith in the best interests of JCU; and

(b) the Company is not insolvent at the time the Director acts and does not become insolvent because of the Director's act;

and to that intent, a Director may act in the best interests of JCU.

17. INSPECTION OF

by the Directors or by the Company in General Meeting or by virtue of clauses 17.3 to 17.5.

17.3 Where the Company is a Controlled Entity of JCU, then JCU has the right at any time, upon request, to:

(a) inspect any accounting records or other documents of the Company; and

(b) obtain any information relating to the affairs of the Company.

In such cases, the Company shall provide to JCU, within a reasonable period, all such information and records as have been requested

17.4 Where the Company is a Controlled Entity of JCU, then the Company must provide reports to JCU in relation to its affairs as requested by JCU from time to time.

17.5 Where the Company is a Controlled Entity of JCU, then the Company must also provide to JCU on a periodic basis:

(a) minutes of all Board meetings,

(b) periodic management reports and end of year audited accounts, and

(c) other key documents, including annual business plans on a three year rolling basis, relating to the affairs of the Company.

18. COMPANY SECRETARY

The Secretary holds office on such terms and conditions as to remuneration (if any) and otherwise as the Board determines.

19. OTHER SALARIED OFFICERS

The Board may appoint such officers and employees at such salaries for such periods and on such terms as it thinks fit and may subject to conditions of the employment of such officers and employees dispense with their services and appoint or appoint other officers and employees as it thinks fit.

20. THE SEAL

20.1 Company Seal is optional

The Company may have a Seal, and the Board shall so determine from time to time

20.2 Affixing the Seal

If the

20.3 Execution of documents without a Seal

The Company may execute a document, including a deed, by having the document signed by:

(a) 2 Directors;

(b) a Director and the Secretary; and

if the Company executes a deed, the document is to be expressed to be executed as a deed and be executed in accordance with the appropriate procedure set out in this Rule.

20.4 Other ways of executing documents

Notwithstanding the provisions of Rules 20.2 and 20.3, any document including a deed, may also be executed by the Company in any other manner permitted by law.

21. MINUTES

The Board must ensure that minutes are duly recorded in any manner it thinks fit. The minutes must include a note:

(a) of the names of the members present at each meeting of the Company, the Board and of any Committees; and

(b) of all resolutions and proceedings of general meetings of the Company and of meetings of the Board and any Committees,

The minutes of any meeting of the Board or of any Committee or of the Company, if purporting to be signed by the Chairman of the meeting or by the Chair of the next succeeding meeting, are prima facie evidence of the matters stated in the minutes.

22. NOTICES

22.1 Service of Notices

A notice may be given by the Company to a Member, or in the case of joint holders to the Member whose name stands first in the Register, personally, by leaving it at the Member's registered address or by sending it by prepaid post or facsimile transmission addressed to the Member's registered address or by sending it to the electronic address (if any) nominated by the Member. All notices sent by prepaid post to persons whose registered address is not in Australia may be sent by airmail or some other way that ensures that it will be received quickly.

22.2 When Notice Deemed to be Served

Any notice sent by post is deemed to have been served at the expiration of 48 hours after the envelope containing the notice is posted and, in proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted. Any notice served on a Member personally or left at the Member's registered address is deemed to have been served when delivered. Any notice served on a Member by facsimile transmission is deemed to have been served when the transmission is sent. A facsimile is deemed to be duly sent when the Company's facsimile system generates a message confirming successful transmission to the correct facsimile number of the total

number of pages of the notice to the addressee. Any notice served on a Member by electronic means is deemed to have been served when the electronic message is sent to the correct address.

22.3 Member Not Known at Registered Address

Where a Member does not have a registered address or where the Company has bona fide reason to believe that a Member is not known at the Member's registered address, all future notices are deemed to be given to the Member if the notice is exhibited in the Office for a period of 48 hours (and is deemed to be duly served at the commencement of that period) unless and until the Member informs the Company of their registered place of address.

22.4 Signature to Notice

The signature to any notice to be given by the Company may be written, printed or affixed electronically.

22.5 Reckoning of Period of Notice

Where a given number of days' notice or notice extending over any other period is required to be given, the day of service is not to be reckoned in the number of days or other period.

22.6 Service on Deceased Members

A notice delivered or sent by post to the registered address of a Member pursuant to these Rules is (notwithstanding that the Member is then dead and whether or not the Company has notice of the Member's death) deemed to have been duly served and the service is for all purposes deemed to be sufficient service of the notice or document on the Member's heirs, executors or administrators.

22.7 Persons Entitled to Notice of General Meeting

(a) Notice of every general meeting is to be given to:

(i) each Member whose address is known to the Company; and

(ii) the auditor for the time being of the Company.

(b) No other person is entitled to receive notices of general meetings, other than those referred to in Rule 22.7(a).

22.8 Notification of Change of Address

Every Member must notify the Company of any change of their address and any such new address must be entered in the register of Members as required to be kept by the Act, and upon being so entered, becomes the Member's registered address.

23. INDEMNITY AND INSURANCE

23.1 Indemnity

(a) To the extent permitted by the Corporations Act and subject to the Corporations Act, the Company must indemnify each officer, Director and

Where the Company is a Controlled Entity of JCU, then the Board must adopt, and not less than once each year evaluate, a written statement of its own governance principles.

24.3 Recommendations from the Vice Chancellor

The Vice Chancellor may give written notice to the Board of recommendations or requirements for the good governance of the Company. In such case, the Directors shall, as far as is practicable, act in accordance with such recommendations or requirements.

25. OTHER MATTERS

25.1 Subject to section 254.9