

# Corporations Act 2001 (Cth)









- 4.6 The rights of the holders of the shares of any class issued with preferred or other shall, unless otherwise expressly provided by the terms of issue, be deemed to be varied by the creation or issue of further shares ranking equally with the first mentioned shares.
- 4.7 Except as required by law, the Company will not recognise a person as holding a share upon any trust.
- 4.8 Subject to the law and this Constitution, the Company is not compelled to recognise (whether or not it has notice of the interest concerned) any equitable, contingent, future or partial interest in any share except the right of ownership of the registered holder.
- 4.9 In accordance with the Act, a person whose name is entered as a member in the register of Members is entitled without payment to receive a certificate under the seal of the Company if the company has a seal in respect of the share, however the Company is not bound to issue more than one certificate for shares held jointly.
- 4.10 Delivery of a certificate for a share to one of several joint holders is sufficient delivery to all such holders.
- 4.11

5.9 The title of the purchaser to the shares is not affected by any irregularity or invalidity in connection with the sale.

5.10 The proceeds of a sale under clause 5.5 shall be applied by the Company in payment of that amount for which the lien exists as is presently payable, and the residue (if any) shall (subject to any similar lien for sums not presently payable that existed on the shares before the sale) be paid to the person entitled to the share at the date of but immediately before the sale.

## 6. CALLS ON SHARES

6.1 The Directors may make calls upon the Members for any money unpaid on the share of the Members which is not payable at the times, however no call shall-

(a) exceed one-quarter of the nominal value of the share; or

(b) be payable within one month of the date fixed for the payment of any previous call.

6.2 Each Member must, upon receiving at least 14 days' notice specifying the time and place of payment, pay to the Company the amount

or instalment, the Directors may at any time while any part of the call or instalment remains unpaid, serve a notice on the member requiring payment of so much of the call or instalment as is unpaid, together with any interest that has accrued.

- 7.2 The notice must name a further day (not earlier than the expiration of 14 days from the date of service of the notice) on or before which the payment required by the notice is to be made and shall state that, in the event of non-payment by that date, the shares for which the call was made will be liable to be forfeited.
- 7.3 If the requirements of a notice served under clause 7.2 are not complied with, any share for which the notice has been given may at any time until the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.
- 7.4 Such a forfeiture will include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
- 7.5 A forfeited share may be sold or disposed of on the terms and in the manner the Directors think fit, and, at any time before a sale or disposition, the forfeiture may be cancelled on such terms as the Directors think fit.
- 7.6 A person whose shares have been forfeited ceases to be a member in respect of the forfeited shares, but remains liable to pay to the Company any money that, at the date of forfeiture, was payable by them to the Company in respect of the shares (including interest at the rate of 10% per annum from the date of forfeiture on the money unpaid if the Directors enforce payment of the interest), but this liability ceases if and when the Company receives payment in full of all the money (including interest) payable in respect of the shares.
- 7.7 A statement in writing declaring that the person making the statement is a Director or a secretary of the Company and that a share in the Company has been forfeited on a date stated in the statement, is evidence of the facts in the statement as against all persons claiming to be entitled to the share.
- 7.8 The Company may receive the consideration (if any) given for a forfeited share on any sale or disposition of the share and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
- 7.9 Upon the execution of the transfer, the transferee will be registered as a holder of the share and is not bound to see to the application of any money paid as consideration.
- 7.10 The title of the transferee to the share is not affected by any irregularity or invalidity in connection with the forfeiture, sale or disposal of the share.
- 7.11 The provisions of this Constitution as to forfeiture apply in the case of payment of any sum that, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if that sum had been payable by virtue of a call duly made and notified.

## 8. TRANSFER OF SHARES

8.1 Subject to this Constitution, a Member may only transfer all or any of their shares to a Charitable Non-profit Entity. The transfer must be made by an instrument of transfer which is

- (a) in writing;
- (b) in the usual form or the form approved by the Directors; and



- (c) executed by or on behalf of both the transferor and the transferee.
- 8.2 A transferor of shares remains the holder of the shares until the transfer is registered and the name of the transferee is entered in the register of Members in respect of the shares.
- 8.3 Subject to this Constitution the Company shall register the transferee as shareholder upon receipt at the registered office of the Company -
- a) the instrument of transfer under clause 8.1;
  - b) any reasonable fee set by the Directors;
  - c) any certificate for the shares; and
  - d) any other information as the Directors properly require to show the right of the transferor to make the transfer.
- 8.4 The Directors may in their absolute discretion refuse to register a transfer of shares without giving any reason.
- 8.5 Shares must not be transferred to a person who is not a Member if -
- a) a Member; or
  - b) a person selected by the Directors as being desirable in the interests of the Company to be a Member ("selected person"),
- is willing to purchase those shares.
- 8.6 If the transferor wishes to transfer all or any of the shares -
- a) the transferor shall give notice in writing to the Company that they wish to transfer all or any of the shares (called "the transfer notice");
  - b) the transfer notice shall state the price nominated by the transferor for the shares to be



9.7 Where two or more persons are jointly entitled to any share in consequence of the death of the registered holder, they shall, for the purpose of this Constitution, be deemed to be joint holders of the share.

## 10. ALTERATION OF CAPITAL

10.1 The Company may by resolution -

- (a) increase its share capital by the creation of new shares of such amount as is specified in the resolution;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than existing shares;
- (c) subdivide all or any of its shares into shares of smaller amount than is fixed by this Constitution but so that in the subdivision the proportion between the amount paid and the amount (if any) unpaid on each such share of a smaller amount is the same as it was in the case of the share from which the share of a smaller amount is derived; and
- (d) cancel shares that, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person or have been forfeited and reduce its share capital by the



13.4 If a quorum is not present within half an hour from the time appointed for the meeting

a) where the meeting was convened upon the requisition of Members- a)

c) lost,

is conclusive evidence of the result without proof of the number or proportion of the votes recorded in favour of or against the resolution where an entry of the result is made in the minutes of the proceedings of the Company

13.12 A demand for a poll may be withdrawn.

13.13 If a poll is demanded, it shall be taken in the manner and (subject to clause 13.15) either immediately or after an interval of adjournment, as the chair directs, and the result of the poll shall be a resolution of the meeting in which the poll is demanded.

13.14 A poll demanded on the election of a chair on a question of adjournment may be withdrawn.



14.5 A Certificate of Approval may be withdrawn at any time.

14.6 There shall be no share qualification for a Director.

14.7 The Directors shall endeavour to ensure that persons who serve as Directors have a cross section of gender and expertise relating to Core Director Functions appropriate for the Company.

14.8 The Directors shall endeavour to ensure where necessary that some of the persons who serve as Directors

(a) have particular expertise and/or

(b) are able to effectively represent particular sectors relating to the specific objects of the Company

14.9 The Directors shall endeavour to ensure that some of the persons who serve as Directors are neither members of staff, officers or students of JCU.

14.10 In addition to the circumstances in which the office of a Director becomes vacant under the Act, the office of a Director becomes vacant if the Director -

(a) no longer holds a Certificate of Approval;

(b) is removed by ordinary resolution of the Company in general meeting

(c) resigns their office by notice in writing to the Company;

(d) becomes of unsound mind or a person whose person or estate is liable to be (h)23(i)-1r a 0 1 T(r)1

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(b) if the Company has two (2) or more Directors, one half of the Directors or the number previously determined by the Directors.

16.4 If there is a vacancy in the office of Director, the remaining Directors may act but, if there is not a sufficient number for a quorum at a meeting of Directors, they may act only for the purpose of -

- a) increasing the number of Directors to that sufficient for a quorum; or
- b) convening a General Meeting.

This clause takes effect subject to clause 14.3

16.5 The chair of the Board nominated under clause 4.11 shall chair the meetings of Directors

16.6 Where a meeting of Directors is held and -

- a) a chair of the Board has not been nominated under clause 4.11; 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.

16.7 In this Constitution, the contemporaneous linking together by telephone, radio, closed circuit television or other electronic means of audio or audiovisual communication of a quorum of Directors together with the secretary, whether or (r)-10( )1v

16.12 If all Directors who are entitled to vote and are Available to sign a document stating they are in favour of a resolution of the Directors as set out in the document, that resolution shall be considered to have been passed at a meeting of the Directors held on the day and at the time the document was last signed by a Director.

16.13 For the purposes of clause 16.12, a Director is not Available if:

- (a) they have given notice to the Directors of their intention to be absent from the meeting.

- 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.

17.3 A Director is not disqualified from participating in meetings just because their Director is an employee or officer or student of JCU

17.4 As provided for in section 187 of the Act, 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 to

Company - 1A (10.10.2018) (T: 0700271wa27 (7) 58.181(1)

20.2 The Directors shall provide for the safe custody of the Seal.

20.3 The Seal must be used only by the authority of the Directors, and every document to which the Seal is affixed must be signed by a Director and countersigned by another Director, a Secretary or other person appointed by the Directors to countersign the document.

## 21. INSPECTION OF RECORDS AND PROVISION OF INFORMATION

21.1 Subject to clauses 21.2 to 21.5, the Directors will determine whether and under what conditions the accounting records and other documents of the Company will be open for inspection by Members.

21.2 A Member other than a Director does not have the right to inspect any accounting records or other documents of the Company except as provided by law or authorised by the Directors or by the Company in General Meeting or by virtue of clauses 21.3 to 21.5.

21.3 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.

21.4 Where the Company is a Controlled Entity of JCU, then the Company must provide reports to JCU in relation to its affairs.

- e) sending it by post -
  - i) at their address shown in the register of Members; or
  - ii) the address supplied by the Member to the Company for the giving of notices.

23.2 A notice by facsimile transmission will be deemed to have been given when the sender's facsimile machine produces a report that the facsimile was sent in full to the Member. That report is conclusive evidence that the Member received the facsimile in full at the time indicated on the report.

23.3 A notice sent by post must be properly addressed and prepaid. Service of notices sent by post will be deemed to be made -

- a) in the case of a notice of a meeting, on the day after the date of posting; and
- b) in any other case, at the time the letter would be delivered in the ordinary course of post.

23.4 A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder of that share first named in the register of Members.

23.5 A notice may be given by the Company to a person entitled to a share as a result of the death, cessation, winding up, liquidation, bankruptcy or mental incapacity of a Member by -

- a) serving it on the person personally (where applicable); or
- b) sending it to the person by post addressed to the person by name, or as representative of the Member, at the address supplied by the person; or
- c) if an address has not been supplied, sending it to the address of the Member in the register of Members.

## 24. INDEMNITY

24.1 Every officer of the Company will be indemnified out of the property of the Company against liability, including legal costs and expenses incurred by them in their capacity as officer when defending any proceedings, whether civil or criminal -

- a) in which judgements given in their favour; or
- b) in which they are acquitted; or
- c) in connection with an application relating to the proceedings in which relief under the Act is granted to them by the Court.

## 25. DIVIDENDS AND RESERVE

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

- (a) where the shareholders are Charitable Not-for-Profit Entities that have purposes similar to the objects of this Company; or
- (b) as bonafide compensation for services rendered or expenses incurred on behalf of the Company.

25.2 For the avoidance of doubt, the assets and income of the Company shall be applied solely for the furtherance of the objects and no portion shall be distributed directly or indirectly to the Members except as permitted by clauses 5.2(a) and 2.1(b).