



Telstra **Child Flight**
emergency helicopter service just for kids

Constitution of Child Flight

A Company Limited by Guarantee and not having a Share Capital

June 2011

INTRODUCTION TO THE CONSTITUTION OF CHILD FLIGHT

1. NAME

- 1.1 The name of the Company is Child Flight.
- 1.2 The Company will trade under the name of “Child Flight”.
- 1.3 The Company may adopt by resolution of the Board its major sponsors name such as a prefix to its trading name.

2. MISSION STATEMENT

- 2.1 To conduct safe and high quality flight operations in order to meet all contract obligations, response requirements and aviation services in support of the community and contracts.

3. OBJECTIVES

- 3.1 **Emergency Response.** To provide a dedicated aviation services to meet emergency transfer of:
 - 3.1.1 Newborn and paediatric patients requiring intensive care
 - 3.1.2 Trauma patients from accident scenes or intra hospital transfer
- 3.2 **Search and Rescue.** Police and other emergency response support including:
 - 3.2.1 Maritime search
 - 3.2.2 Hoist operations
 - 3.2.3 Electro Optic Search and Surveillance
 - 3.2.4 Rapid deployment of specialised response teams
- 3.3 To act as a role model for other aero medical services and to cooperate with any other company, club association or organisation (whether incorporated or not), whose Objectives are altogether or in part similar to those of the Company.
- 3.4 To raise funds through sponsorship, fundraising events and donations.
- 3.5 To promote throughout the community an awareness of the service that Child Flight provides and of the benefits of having a dedicated helicopter for the emergency transport of newborn and paediatric patients.
- 3.6 To operate as a non-profit charitable organisation.

- 3.7 To purchase, take on lease, hire or otherwise acquire any aircraft or other assets; and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the Objects of the Company
- 3.8 To enter into any arrangements with any Government or authority, (supreme, municipal, local or otherwise), that may seem conducive to the Company's Objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain' and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- 3.9 To appoint, employ, remove or suspend such managers, pilots, clerks, and such other persons as may be necessary or convenient for the purposes of the Company.
- 3.10 To invest and deal with the money of the Company not immediately required for its purposes in such manner as may be permitted by law for the investment of funds.
- 3.11 To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Company's assets (both present and future) and to purchase, redeem or pay off any such securities.
- 3.12 In furtherance of the Objectives of the Company to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- 3.13 To print and publish any newspapers, periodicals, books or leaflets that the Company may think desirable for the promotion of its Objectives.
- 3.14 In furtherance of the Objectives of the Company to amalgamate with any companies, institutions, societies or associations having Objectives altogether or in part similar to those of the Company and which shall prohibit the distribution of its or their income and assets among its or their Members to an extent at least as great as that imposed upon the Company under or by virtue of clause 4.
- 3.15 In furtherance of the Objectives of the Company to purchase or otherwise acquire and undertake all or any part of the assets, liabilities and engagements of any or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.
- 3.16 In furtherance of the Objectives of the Company to transfer all or any part of the assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.

- 3.17 To make donations for patriotic or charitable purposes.
- 3.18 To do all such other things as are incidental or conducive to the attainment of the Objectives and the exercise of the powers of the Company.

4. APPLICATION OF INCOME AND PROPERTY

- 4.1 The income and property of the Company whenever and however derived shall be applied solely towards the promotion of the Objectives of the Company as set forth in this Constitution, and no portion of such income and property shall be paid or transferred, directly or indirectly, by way of any dividend, bonus or otherwise by profit to the Members of the Company PROVIDED THAT nothing in this Clause shall prevent the payment, in good faith, of reasonable and proper remuneration to any Officer or Servant of the Company, or to any Member of the Company in return for any services actually rendered to the Company.

5. MEMBERS LIABILITY

- 5.1 The Liability of the Members is limited.

6. UNDERTAKING OF MEMBERS

- 6.1 Every Member of the Company undertakes to contribute to the assets of the Company, in the event of it being wound up while a Member or within one (1) year after ceasing to be a Member, for payment of the debts and liabilities of the Company contracted before that Member ceases to be a Member, and of the costs, charges, and expenses of winding up and for the adjustment of the rights of the contributory amongst themselves.
- 6.2 The limit of any amount of contribution under Clause 6.1 of this Clause 6 shall be an amount not exceeding Fifty (\$50.00) Dollars.

7. PROPERTY OF THE COMPANY ON WINDING UP OR DISSOLUTION

- 7.1 If upon the winding-up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other institution(s) or company(ies) having Objectives similar to the Objectives of the Company, and which shall prohibit the distribution of its or other income and property among its or their Members to any extent at least as great as is imposed on the Company under or by virtue of clause 4 hereof, such institution(s) or company(ies) to be determined by the Members of the Company at or before the time of dissolution and if and so far as effect cannot be given to the above provision, then to some charitable object.

THE CONSTITUTION

1. DEFINITIONS

In these regulations unless there be something in the subject or context which is inconsistent the following words shall have the following meanings:

“Act” means the Corporations Act and when any provision of the Act is referred to then reference is to that provision as modified by any law for the time being in force and unless the contrary intention appears any expression so defined in the Act (or any modification thereof made by any law in force at the date upon which the Constitution became binding on the Company) shall have the meaning so defined.

“Board” means the Members for the time being duly elected and constituted in accordance with the Constitution as the Board of the Company.

“Board Member” means a currently elected Member of the Board.

“By Laws” means any includes all Rules and all Resolutions of the Board permitted under the Constitution.

“Chairman” means any Member properly appointed to perform the duties of a Chairman of the Company and so described including use of the terms Chairperson, Chairwoman and/or Chair

“Chief Executive Officer” means that person appointed by the Board as an employee of the Company to fulfil the Executive and Managerial tasks prescribed from time to time by the Board.

“Company” means Child Flight

“Constitution” means collectively the Introduction to the Constitution and the Constitution of the Company.

“Deputy Chairman” means any person properly appointed to perform the duties of a Deputy Chairman of the Company.

“Financial Year” means a period commencing on the first (1st) day of July and ending on the last day of June in each calendar year.

“Member” means a person who has been accepted for Membership of the Company under Clause (4) of the Constitution.

“Office” means the registered office for the time being of the Company in accordance with the records of ASIC.

“Regulations” means and refers to all Clauses of the Constitution and any By Laws.

“Secretary” means any person properly appointed to perform the duties of a Secretary of the Company and includes an Honorary Secretary.

“Special Resolution” has the meaning given to such words under the Act.

“Writing” means and refers to, unless the contrary intention appears, any expression construed as a reference by printing lithography, photography and/or any other modes of representing or reproducing words in a visible form and all such writing or expressions contained herein shall be interpreted in accordance with the provisions of the Interpretation Act 1987 (NSW) and the Act at the date these Articles become binding on the Company.

2. INTERPRETATION

2.1 The Company is established for the purpose set out in the Introduction to the Constitution.

2.2 All or any decisions of the Board made in writing on the construction or interpretation of the Introduction to the Constitution or the Constitution of the Company, or any By Laws or Rules of the Company made pursuant to them or any matter arising there from, shall be final, conclusive and binding on all Members of the Company unless and until any such construction or interpretation is varied revised or altered by:

2.2.1 The Members of the Company in General Meeting;

2.2.2 The Supreme Court of NSW;

2.2.3 The NSW Court of Appeal; or

2.2.4 The High Court of Australia.

3. REPLACEABLE RULES

3.1 The Replaceable Rules under the Act are replaced, altered, supplemented or amended by the Constitution to the extent permissible at law under the Act.

3.2 Where the Replaceable Rules under the Act have not been replaced, altered, supplemented or amended by the Constitution then they shall subsist.

4. MEMBERSHIP

Number of Members

4.1 The number of Members of the Company shall be unlimited.

4.2 The subscribers to the Constitution and such other persons as the Board shall admit to Membership in accordance with these regulations shall be Members of the Company.

Excluded Persons

4.3 Membership shall be available to any person excepting:

4.3.1 A person less than eighteen (18) years of age;

4.3.2 Any entity other than a natural person;

Applications for Membership

- 4.4 Employees of the Company, directly or indirectly can be members of the Company and hold full voting rights as per Section 6.
- 4.5 Every Applicant for Membership of the Company shall be proposed by a Member of the Company to whom the Applicant shall be personally known.
- 4.6 Application for Membership shall be made in writing, be signed by the Applicant and his or her proposer and shall be in such form as the Board from time to time prescribes.
- 4.7 At the next meeting of the Board (or as soon as practicable thereafter) after the receipt of any application for Membership, such application shall be considered by the Board, who shall thereupon determine upon the admission or rejection of the Applicant. The Board will be required to give a reason for the rejection of an Applicant.
- 4.8 When any Application has been considered by the Board the Secretary shall forthwith thereafter send to the Applicant written notice of the outcome of that Application.

Fees and Subscriptions

- 4.9 The Annual Subscription Fee shall be determined by the Board on or before the first day of June in each calendar year.
- 4.10 The Annual Subscription Fee shall be due and payable on or before the first day of July in each calendar year and shall be paid on or before the first day of August in each calendar year.
- 4.11 Should a Member fail to pay the Annual Subscription Fee on or before the first day of August as aforesaid that Member shall be deemed non financial and shall have no entitlement to attend, vote or otherwise be involved in any way with a General Meeting of the Company.
- 4.12 The Membership of a non financial Member referred to in Clause 4.11 above shall lapse if the Annual Subscription Fee is not paid by the first of October in that calendar year, time being of the essence.
- 4.13 A Member may reapply for Membership at any time.

Resignation of Member

- 4.14 A Member may at any time by giving notice in writing to the Secretary resign his or her Membership of the Company, but shall continue to be liable for any sum not exceeding Fifty dollars (\$50.00) which he or she is liable as a Member of the Company under Clause 6 of the Introduction to the Constitution of the Company.

Register of Members

- 4.15 The Secretary shall keep a Register of Members which shall include the following:
- 4.15.1 The name and address and contact details of the Member;
 - 4.15.2 The date upon which Membership commenced;
 - 4.15.2 Such other matters as the Board may from time to time resolve.
- 4.16 The Register of Members shall be present and available for inspection by all Members at any General Meeting of the Company.

Attendance Book

- 4.17 The Secretary shall make available an Attendance Book for all Members to sign for their attendance at any meeting of the Company, including Board Meetings if such Member shall be entitled to attend.
- 4.18 A signed entry by a Member in the Attendance Book shall be rebuttable evidence of the attendance of that Member at the Meeting recorded in the Attendance Book.

Child Flight Inc Association Members

- 4.19 Financial Members of Child Flight Inc at the time of the formation of the Child Flight Company Limited by Guarantee, shall become members of the new entity upon registering their agreement to the Child Flight Constitution

5. GENERAL MEETINGS

Annual General Meeting

- 5.1 An Annual General Meeting of the Company shall be held in accordance with the provisions of the Act.
- 5.2 The Annual General Meeting in each year shall be held no later than five (5) calendar months calculated from the end of the preceding financial year.

Extraordinary General Meeting

- 5.3 All General Meetings, other than the Annual General Meetings, shall be called Extraordinary General Meetings.
- 5.4 The Board by Resolution may when it thinks fit, convene an Extraordinary General Meeting, and an Extraordinary General Meeting shall be convened forthwith after such Resolution is made and as otherwise provided by the Act.
- 5.5 The Members may requisition an Extraordinary General Meeting upon no less than ten per cent (10%) of Members requesting in writing to the Secretary the

convening of an Extraordinary General Meeting and with such Notice in writing to be provided to the Secretary no less than thirty (30) days prior to the date of the Extraordinary General Meeting.

- 5.6 Any requisition of Members for an Extraordinary General Meeting shall provide notice in writing disclosing:
 - 5.6.1 The business of the General meeting; and
 - 5.6.2 The draft Resolutions of the requisitions to be put to the General Meeting;
 - 5.6.3 A timetable outlining the process for the voting in the General meeting;
 - 5.6.4 A voting paper;
 - 5.6.5 An envelope for the voting paper and post paid envelope for its return to the Registered Office.

Period of Notice

- 5.7 Subject to the provisions of the Act relating to Special Resolutions and agreements for shorter notice, thirty (30) day's notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place the day and the hour of meeting, and in case of special business the general nature of that business, shall be given to such persons as are entitled to receive such notice from the Company.

Nature of Business at General Meetings

- 5.8 All business proposed or transacted at an Extraordinary General Meeting shall be special.
- 5.9 All business proposed or transacted at an Annual General Meeting shall be special with the exception of the following:
 - 5.9.1 The consideration of the accounts, balance sheets and the report of the Board and its Auditors;
 - 5.9.2 The election of the Board Members and any other Officers in the place of those retiring at the Annual General Meeting;
 - 5.9.3 The appointment or the removal of the Auditors of the Company; and
 - 5.9.4 Any other business under the Act capable of being determined by ordinary Resolution.
- 5.10 Further to 5.9 above, only postal votes received at the Registered Office by 5pm on the second last day before election will be counted.

6. PROCEEDINGS AT GENERAL MEETINGS

Business

- 6.1 No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business.

Quorum

- 6.2 Unless otherwise provided herein a quorum shall be five (5) Members present in person.

Adjournment of Meetings

- 6.3 If within half an hour from the time appointed for the General Meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present (being not less than three) shall be a quorum.

Chairman

- 6.4 The Chairman shall preside as Chairman at every General Meeting of the Company.
- 6.5 If there is no Chairman of the Board, or if the Chairman is not present within fifteen (15) minutes after the time appointed for the holding of the General Meeting or is unwilling to act, the Deputy Chairman shall act as Chairman and if the Deputy Chairman is not present within fifteen (15) minutes after the time appointed or is unwilling to act then the Members present shall elect one of the Board Members to be Chairman of the General Meeting.
- 6.6 The Chairman may, with the consent of any General Meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the General Meeting from time to time and from place to place, but no business shall be transacted at any adjourned General Meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 6.7 When a meeting is adjourned for thirty (30) days or more, notice of the adjournment meeting shall be given as in the case of the original General Meeting but, save as outlined above, it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned General Meeting.

Voting of Members

- 6.8 At any General Meeting a Resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- 6.8.1 by the Chairman; or
- 6.8.2 by at least two (2) Members present in person.

- 6.9 Unless a poll is so demanded a declaration by the Chairman that a Resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the Resolution. The demand for a poll may be withdrawn prior to a declaration by the Chairman.
- 6.10 If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs, and the result of the poll shall be the Resolution of the General Meeting at which the poll was demanded but a poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith.

Casting Vote of Chairman

- 6.11 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the General Meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

Objections to the Right to Vote

- 6.12 Any challenge made as to the right to vote of a Member at any meeting shall:
- 6.12.1 Be made by a Member entitled to vote at that meeting;
 - 6.12.2 Be made at that meeting and prior to any vote being taken; and
 - 6.12.3 Must be determined by the Chairman whose decision shall be final and conclusive.

Proxy Votes

- 6.13 Proxy votes are to indicate the vote of the absent member on the form provided by the Company Secretary. The form is to be submitted to the Company Secretary before the General Meeting.

7. THE BOARD

- 7.1 The Board of the Company shall consist of no more than seven (7) Board Members all of whom shall be members of the Company and include:

- One (1) Chairman;
- One (1) Deputy Chairman; and
- One (1) Treasurer

Election of Board Members

- 7.2 At the Annual General Meeting of the Company in each year the Board shall be elected from among the Members.
- 7.3 Staff members and/or persons employed by the company in any capacity or on the Company's payroll will not be deemed eligible to stand for, or be nominated for positions on the Board.
- 7.4 The Board Members so elected shall hold office for a term of two years.
- 7.5 The Company and the Members shall endeavour to apply corporate governance responsibilities by the appointment of Board Members representing at material times a balanced mix of individual skills including aviation, financing, commercial, business, and community although such skills shall not be mandatory.
- 7.6 The election of the Board Members at the Annual General Meeting shall take place in the following manner:
- 7.6.1 Any two (2) Members of the Company shall be at liberty to nominate any other Member to serve as a Board Member.
- 7.6.2 The nomination, which shall be in writing and signed by the member and his or her proposer and seconder, shall be lodged with the Secretary at least fourteen (14) days before the Annual General Meeting at which the election is to take place.
- 7.6.3 The nominee is to attach to the nomination a written précis of no more than 150 words detailing experience, qualifications, interests and reasons for seeking election. In addition the nominee must declare what, if any, relationship they have to staff, Board members or companies doing business with The Company trading as Child Flight.
- 7.6.4 A list of the candidates' names in alphabetical order, with the names of the proposer and seconder, shall be posted in a conspicuous place in the registered office of the Company and on the Child Flight website, for at least seven (7) days immediately preceding the Annual General Meeting.
- 7.7 No later than ten (10) days prior to the election, Members will be provided with:
- 7.7.1 A voting paper listing candidates;
- 7.7.2 Each candidate's précis;
- 7.7.3 The number of vacancies;
- 7.7.4 An envelope for the voting paper and post paid envelope for its return to the Registered Office.

- 7.8 Further to 7.7 above, only postal votes received at the Registered Office, or when specified, to an independent returning officer by 5pm on the second last day before election will be counted.
- 7.9 The candidates may nominate for all or any of the positions of Chairman, Deputy Chairman and/or Board Member.
- 7.10 Should there be only one (1) candidate for the position of Chairman or Deputy Chairman then that candidate shall be deemed to be elected unopposed.
- 7.11 Should there be candidates for the Board (no more than (7) Members) then each candidate shall be deemed elected unopposed.
- 7.12 Balloting lists shall be prepared (if necessary) by the Chief Executive Officer and containing the names of candidates in alphabetical order and each Member present at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies to the Board.
- 7.13 The Board Members shall, with a Member's consent, be entitled to add the names of Members not already nominated under Clause 7.6 to fill up the remaining vacancy or vacancies.
- 7.14 The Board shall appoint a Secretary, external to the Board.
- 7.15 The remaining candidates shall be elected to the Board by the Members present at the Annual General Meeting and entitled to vote.

Retirement of Board Members

- 7.16 The Chairman, Deputy Chairman and Treasurer shall be elected and hold office for a period of two (2) years calculated from the date of the Annual General Meeting at which they were elected and with their term expiring at the Annual General Meeting two (2) years later than the date of their election.
- 7.17 At the first Annual General Meeting of the Company the two (2) Board Members polling the lowest aggregate votes shall be appointed as Board Members up to and including the next Annual General Meeting whereupon they must retire but may re-offer themselves for election provided that they have complied with the provisions of Clause 7.4 above.
- 7.18 All Board Members other than those referred to in Clause 7.20 above shall be appointed for a term of two (2) years to conclude at the Annual General Meeting two (2) years later than the date of their election. All such Board Members shall retire from the Board at that Annual General Meeting but shall be eligible to be re-elected to the Board by the Members present at that Annual General Meeting and entitled to vote.
- 7.19 The Company may from time to time by ordinary Resolution passed at a General Meeting increase or reduce the number of Board Members.

- 7.20 Should there be no ballot necessary for the appointment of the Board Members at any Annual General Meeting then in that event the Returning Officer who shall be appointed by the Chairman will draw by lot from the names of all Board Members elected unopposed those names to the effect that:
- 7.20.1 The first two (2) named Board Members drawn shall be deemed to be elected for a period of one (1) year concluding at the Annual General Meeting one (1) year after the date of their election.
 - 7.20.2 The remaining Board Members shall be deemed to be elected for a period of two (2) years concluding at the Annual General Meeting two (2) years later than the date of their election; and
 - 7.20.3 All or any Board Members retiring from the Board at any Annual General Meeting shall be eligible to be re-elected to the Board by the Members present at the Annual General Meeting and entitled to vote.

Vacancy of Board Member

- 7.21 The office of a Board Member shall become vacant if that Member:
- 7.21.1 Ceases to be a Board Member by virtue of the Act;
 - 7.21.2 Becomes a bankrupt or makes any arrangement or composition with his or her creditors generally;
 - 7.21.3 Becomes prohibited from being a director of a company by reason of any order made under the Act;
 - 7.21.4 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;
 - 7.21.5 Resigns his or her office by notice in writing to the Company;
 - 7.21.6 For more than three (3) months is absent without permission of the Board from meetings of the Board held during that period;
 - 7.21.7 Ceases to be a Member of the Company;
 - 7.21.8 If a Resolution is passed in accordance with Clause 7.25.11 below;
 - 7.21.9 Is directly or indirectly interested in any Contract or proposed Contract with the Company provided that the office of that Board Member shall not be vacated by reason of that person's Membership in any Corporation, Society, or Association which has entered into or proposes to enter into a Contract with a Company if and only if the Board Member shall have first declared the nature of his or her interest in the manner expressly required by the Constitution under Clause 8.14 or the Act or if the interest is one that does not need to be disclosed pursuant to Section 191 of the Act.

7.21.10 The Board Members shall have power at any time, and from time to time, to appoint any Member to the Board either to fill a casual vacancy or as an addition to the existing Board Members but so that the total number of Board Members shall not at any time exceed the number fixed in accordance with these regulations. Any Board Member so appointed shall hold office only until the next following Annual General Meeting.

7.21.11 The Board may by Resolution:

- (i) Remove any Board Member from office before the expiration of that person's period of office; and
- (ii) May by Resolution appoint another Member instead as a Board Member.

Proxy Votes

7.22 The Member being represented by proxy is to indicate on a form provided by the Company Secretary, his or her vote for the Board Member vacancy.

8. FURTHER POWERS AND DUTIES OF THE BOARD MEMBERS

8.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A Board Member may at any time and the Secretary shall on the requisition of any Board Member summon a meeting of the Board.

8.2 Subject to these Regulations questions arising at any meeting of the Board Members shall be decided by a majority of votes and a determination by a majority of the Board Members shall for all purposes be deemed a determination of the Board Members. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote.

8.3 A Board Member shall not vote in respect of any contract or proposed contract with the Company in which they are interested, or any matter arising there from (unless firstly complying with Clause 8.14 following) and if that Board Member does so vote his or her vote shall not be counted.

8.4 The quorum necessary for the transaction of the business of the Board shall be three (3) or such greater number as may be fixed by the Board Members.

8.5 The continuing Board Members Board Members may act notwithstanding any vacancy in the Board Members, but if and so long as their number is reduced below the number fixed pursuant to these Regulations as the necessary quorum of the Board Members, the continuing Members may act for the purpose of increasing the number of Board Members to that number, or of summoning a General Meeting of the Company, but for no other purpose.

- 8.6 The person elected as Chairman shall preside as Chairman at every meeting of the Board, or if there is no such person, or if at any meeting he or she is not present within ten (10) minutes after the time appointed for holding the meeting, the Deputy Chairman shall preside and in his or her absence the Board Members may choose one of their number to be Chairman of the Meeting.
- 8.7 The Board Members may delegate any of its powers to Sub-Committees consisting of such Board Member or Board Members as they think fit any Sub-Committee so formed shall in the exercise of the powers so delegated conform to any Regulations that may be imposed on it by the Board Members.
- 8.8 The Board shall appoint a Chairman of any Sub-Committee and if at any meeting of a Sub-Committee the Chairman is not present within ten (10) minutes after the time appointed for holding the meeting, the Board Members present and serving on that Sub-Committee may choose one of their number to be Chairman of that Sub-Committee meeting.
- 8.9 A Sub-Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the Board Members present and serving on that Sub-Committee, and in the case of an equality of votes the Chairman at that meeting shall have a second or casting vote.
- 8.10 All acts done by any meeting of the Board Members or of a Sub-Committee shall, notwithstanding that it is afterward discovered that there was some defect in the appointment of any Board Member, or that the Board Members or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Board Member.

Miscellaneous Powers

- 8.11 A Resolution in writing signed by all the Board Members for the time being entitled to receive notice of a meeting of Board Members shall be as valid and effectual as if it has been passed at a meeting of Board Members duly convened and held. Any such Resolution may consist of several documents in like form, each signed by one or more Board Members.
- 8.12 The Board is to have power to make such By-Laws as are not inconsistent with the constitution and as in the opinion of the Board are necessary and desirable for the proper control, administration and management of the Company and all matters relating to the finances, affairs, interests and property of the Company.
- 8.13 Any By-Law made by the Board under the Constitution shall come into effect and have full force and authority as a By-Law of the Company immediately upon written notice of such By-Law or By-Laws being placed upon a Notice Board at the registered office of the Company and on the Child Flight website.

Material Interest of a Board Member

- 8.14 If a Board Member has a material and personal interest in any matter that relates to the affairs of the Company and:
- 8.14.1 That Board Member discloses at a meeting of the Board the true nature and extent of the interest and its relationship to the affairs of the Company;
 - 8.14.2 That interest is one which does not need to be disclosed under Section 191 of the Act;
 - 8.14.3 Then and only then:
 - (a) That Board Member may vote on matters that relate to the interest; and
 - (b) Any transactions that relate to that interest may proceed without impediment; and
 - (c) That Board Member may retain benefits under the interest or transaction notwithstanding that the Board Member has such interest; and
 - (d) The Company cannot avoid the transaction solely due to the existence of that interest.
 - 8.14.4 Should disclosure be required under Section 191 of the Act then Clause 8.14.3(a) shall apply only if the disclosure is made by the Board Member prior to the transaction being entered into with the Company.

Negotiable Instruments

- 8.15 The Board shall authorise two (2) persons (at least one of whom shall be a Board Member) to sign, accept, draw, endorse or otherwise execute a negotiable instrument of the Company and the persons so authorised shall have power to deal with all negotiable instruments of the Company.
- 8.16 The Board may determine the manner in which a negotiable instrument is to be signed, drawn, accepted, endorsed or otherwise executed and otherwise in accordance with the Delegation's Manual.
- 8.17 The Board may from time to time withdraw any authority given to a Board Member in relation to a negotiable instrument of the Company without notice.

Resignation of Board Member

- 8.18 A Board Member may resign as a Board Member at any time by first giving a written Notice of Resignation to the Company at its registered office.

- 8.19 Any written notice of resignation of a Board Member shall have effect as and from the date and time of receipt at the registered office of the Company.

Remuneration of Board Members

- 8.20 The Board Members shall be entitled to no remuneration save for the reimbursement of actual expenses incurred (in the opinion of the Board) in connection with the business of the Company.

Disciplinary Procedures

- 8.21 The Board shall have full power vested in it to deal with any conduct of a Member which in the opinion of the Board may be unbecoming of a Member or otherwise prejudicial to the interests of the Company.

- 8.22 Should any Member wilfully refuse or neglect to comply with any of the provisions of the Constitution or (in the opinion of the Board) be guilty of any conduct unbecoming of a Member or otherwise likely to prejudice the interests of the Company, the Board shall have full power in relation to a member to:

8.22.1 Reprimand;

8.22.2 Suspend (for such period as the Board in its absolute discretion considers appropriate);

8.22.3 Counsel; and

8.22.4 Expel or accept the resignation of a member:

- 8.23 Prior to passing any Resolution of the Board against any member herein the Board shall:

- 8.24 At least one (1) week prior to the meeting of the Board at which any Charge is to be determined notify the Member in writing by ordinary pre-paid post, email or facsimile as to:

8.24.1 The substantive facts and circumstances alleged against him or her;

8.24.2 The proposed or intended Resolution of the Board if the Charge is maintained and the Board passes such proposed or intended Resolution;

8.24.3 The date and time of the Board Meeting;

8.24.4 The right of the Member to personally attend any Hearing before the Board;

8.24.5 The right of the Member to answer any Charge against him or her by a reply in writing as well as a right to attend in person;

- 8.24.6 The fact that the Member shall not be entitled to have any legal or professional representative present at the Board Meeting without the express written consent of the Board first being had and obtained;
 - 8.24.7 The right of the Member to call evidence and witnesses (if the case so requires) to answer any Charge; and
 - 8.24.8 Such other matters as the Board in its absolute discretion may see fit.
- 8.25 Any Notice, answer or representation of the member must be lodged with the Secretary at least twenty-four (24) hours prior to the time stated for commencement of the Board Meeting at which the Resolution for his or her discipline is to be considered by the Board.
- 8.26 The Board Members shall vote at such meeting by secret ballot and with such secret ballot to be conducted in such manner as the Board may decide in its absolute discretion.
- 8.27 No Resolution of the Board to discipline the Member in any manner set out in Clause 8.22 above shall be deemed to be passed unless at least a majority of the Board Members present and voting are in favour of such Resolution.
- 8.28 If the Member elects not to or fails to attend the Board Meeting at which the Charge or Complaint is to be heard and dealt with then the Board may pass a Resolution on the evidence then before it including any representations made in writing by the Member charged and on any other evidence available to the Board at the time of the meeting.
- 8.29 The provisions of the *Evidence Act (NSW)* shall not apply to any hearing by the Board herein.
- 8.30 Any Resolution of the Board herein shall be final and binding upon the Member and the Board shall not be required to give or assign any reasons for its decision and Resolution.
- 8.31 Notwithstanding any provision herein to the contrary the Board shall have the power to delegate to the Secretary of the Company the power to suspend any Member for a period not exceeding one (1) calendar month calculated from the date that any Charge is laid and pending the Hearing of such Charge by the Board.

Right of Appeal of Disciplined Member

- 8.32 A Member may appeal against a Resolution of the Board under Clause 8.22 by lodging with the Secretary a Notice to that effect no later than seven (7) days after written notice of the Resolution of the Board is served on the Member.
- 8.33 The Notice shall contain or be accompanied by a Statement as to the grounds upon which the Member intends to rely for the purpose of his or her appeal.

- 8.34 On receipt of a Notice from the Member complying with the above the Secretary shall forthwith notify the Board which is to then convene a General Meeting of the Company to be held within twenty-eight (28) days from the date of receipt of the Member's Notice by the Secretary.
- 8.35 At the General Meeting of the Company so convened:
- 8.35.1 No business other than the question of the Appeal of the Member is to be transacted;
 - 8.35.2 The Member and the Board must be given (in the opinion solely of the Board) the opportunity to state the grounds of Appeal and their respective cases orally or in writing or both;
 - 8.35.3 The Members present at the General Meeting and entitled to vote are to vote by secret ballot solely on the question of whether the Resolution of the Board should be confirmed or revoked.
- 8.36 Any Resolution of the General Meeting either confirming or revoking (as the case may be) the Resolution of the Board shall be an ordinary Resolution and the Board Members and the Member appealing shall be entitled to vote.

9. SECRETARY

- 9.1 The Secretary shall in accordance with the Act be appointed by the Board Members for such term, at such remuneration and upon such conditions as it thinks fit; and any secretary so appointed may be removed by them. The CEO may be appointed as the Secretary of the Company and if so appointed, the CEO Position Description should be adjusted to reflect the Company Secretary duties.

10. SEAL

- 10.1 The Board Members shall provide for the safe custody of the seal, which shall only be used by the authority of the Board Members or of a Sub-Committee of Board Members and every instrument to which the seal is affixed shall be signed by a Member of the Board and shall be countersigned by the Secretary or by a second board Member or by some other person appointed by the Board for the purpose.

11. ACCOUNTS

- 11.1 The Board Members shall cause proper accounting and other records to be kept and shall distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) accompanied by a copy of the Auditors report thereon as required by the Act, provided, however, that the Board Members shall cause to be made out and laid before each Annual General Meeting a balance sheet and profit and loss account made up to date not more than six (6) months before the date of the meeting.

11.2 The Board Members shall from time to time determine in accordance with Clause 8 of the Introduction to the Constitution at what times and places and under what conditions or regulations the accounting and other records of the Company shall be open to the inspection of Members not being Board Members, and no member (not being a Board Member) shall have any right of inspecting any account or book or paper of the Company except:

11.2.1 As conferred by statute; or

11.2.2 By Clause 8 of the Introduction; or

11.2.3 Pursuant to Clause 15 of the Constitution.

12. AUDIT

12.1 A properly qualified Auditor or Auditors shall be appointed and his, her or their remuneration fixed and duties regulated in accordance with the Act and Clause 8 of the Introduction to the Constitution.

13. NOTICES

13.1 A notice may be given by the Company to any Member either personally or by sending it by post to him at his, her or their registered address, or (if he/she has no registered address) to the address, if any, supplied by him to the Company for the giving of notices to him, her or them. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

13.2 A notice may also be given by the Company to a Member by an email address being one that was supplied by the member on their application form in writing.

13.3 Notice of every General Meeting shall be given in any manner hereinbefore authorised to:

13.3.1 Every Member except those Members who (having no registered address) have not supplied to the Company an address for the giving of notices to them; and

13.3.2 The auditor or auditors for the time being of the Company.

13.4 No other person shall be entitled to receive notices of General Meetings.

13.5 A Notice of any Meeting under the Constitution is deemed to be received:

13.5.1 If sent by post at the expiration of two (2) days after the date it is posted;

- 13.5.2 If sent by facsimile, e-mail or otherwise electronic means, on the immediately following business day after the day upon which the notice is sent.

Address for Notices to Members

- 13.6 Any Notice to a Member shall be sent to the residential address recorded in the Register of Members at the time the Notice is sent or to an email address supplied by the Member in their application form.

14. INDEMNITY

- 14.1 Every Board Member, auditor, secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability arising out of the execution of the duties of his, her or their office which is incurred by him, her or them in defending any proceedings, whether civil or criminal, in which judgment is given in his, her or their favour or in which he or she is acquitted or in connection with any application under the Act in which relief is granted to him, her or them by the Court in respect of any negligence, default, breach of duty or breach of trust.

15. INSPECTION OF BOOKS OF THE COMPANY

- 15.1 A Member shall be entitled to inspect the books and financial records of the Company if and only if:
- 15.1.1 An ordinary Resolution to that effect is passed at a General Meeting; or
 - 15.1.2 The Board by Resolution authorises such inspection; or
 - 15.1.3 The Member seeking inspection provides notice in writing to the Board identifying the dominant purpose of inspection and the Board subsequently passes a Resolution authorising inspection by that Member.

16. MEETINGS OF THE BOARD

Resolutions

- 16.1 The Board may pass a Resolution without a meeting of the Board being held if and only if:
- 16.1.2 All Board Members entitled to vote upon that Resolution sign a document to the effect that they are in favour of the Resolution
 - 16.1.3 Return that document to the Secretary no less than twenty-four (24) hours from the time of receipt of that document.

Passing of Resolutions

- 16.2 Any Resolution of the Board shall be passed when a majority of Board Members vote in favour of the Resolution or when a majority sign a document in accordance with Clause 16.1 above.
- 16.3 The Chairman has a casting vote on any Resolution of the Board howsoever made in addition to any vote that the Chairman may have in his or her capacity as a Board Member.

17. AMENDMENTS OR ALTERATIONS TO THE CONSTITUTION

- 17.1 The Constitution may be amended, altered, modified or repealed only by the passing of a Special Resolution of the Members in General Meeting.

18. CHIEF EXECUTIVE OFFICER

- 18.1 The Board may pass a Resolution and do all other things necessary to empower the Chief Executive Officer of the Company to employ, appoint and terminate the employment of all employees of the Company.
- 18.2 The Chief Executive Officer shall abide by any Resolution of the Board.
- 18.3 The Board may appoint an Interim CEO in an acting capacity until such a time that a replacement fulltime CEO has been identified, recruited and appointed by the Board. During the period as Interim CEO, the Board may decide to appoint a Board Sub-Committee to which the Interim CEO reports. The frequency and scope of the reporting will be determined by the Sub-Committee.

19. SEVERABILITY

- 19.1 Should any part of the Constitution be invalid or be unenforceable then it may be excised from the Constitution without affecting the validity and applicability of the balance of the Constitution then remaining.