

Constitution

1. Preliminary

1.1 Definitions and interpretation

Schedule 1 applies to and forms part of this Constitution.

1.2 Name and nature of the Company

- (a) The name of the Company is “Steamship Cartela Limited”.
- (b) The Company is a public company limited by guarantee.
- (c) Each Member undertakes to contribute an amount not exceeding \$20.00 to the property of the Company if the Company is wound up:
 - (i) at a time when that person is a Member; or
 - (ii) within one year of the time that person ceased to be a Member, for:
 - (iii) payment of the debts and liabilities of the Company contracted before that person ceased to be a Member;
 - (iv) payment of the costs and expenses of winding up the Company; and
 - (v) adjustment of the rights of the contributories among themselves.

1.3 Replaceable rules

The replaceable rules in the Act do not apply to the Company.

1.4 Object

- (a) The basic objects of the Company are:
 - (i) to act as trustee of the Trust and to carry out its duties as trustee in accordance with the trust deed establishing the Trust; and
 - (ii) to raise funds and accept public donations to be invested, managed and used for the Purpose.
- (b) In addition to the basic object of the Company, the objects of the Company include doing any lawful thing incidental or conducive to the attainment of the basic objects.

1.5 Income and property

- (a) The Company must only apply the income and property of the Company in promoting the objectives of the Company. Subject to Article 1.5(b), the Company must not make any distributions to Members, whether by way of dividend, surplus on winding up or otherwise by way of profit to the Members.
 - (i) Article 1.5(a) does not prevent the Company, with the approval of the Directors and acting in good faith, from paying; reasonable remuneration in consideration for services rendered or goods supplied by a Member to the Company in the ordinary course of business;

- (ii) interest, at a reasonable rate, on money borrowed by the Company from a Member;
 - (iii) reasonable rent for premises leased to the Company by a Member;
 - (iv) out of pocket expenses incurred by a Member for, or on behalf of, the Company; or
 - (v) any other reasonable amount of a similar character to those described in this Article 1.5(b).
- (b) If, on the winding up or dissolution of the Company, a surplus remains after the satisfaction of all debts and liabilities, the surplus must not be paid to the Members but, subject to Article 12.2(e), must be given or transferred to some other body or bodies having similar objects to the Company or other education-based objects and that prohibit(s) the distribution of its or their income, profits and property among its or their members.

2. Members

2.1 General

- (a) The Members comprise:
 - (i) the Founding Members;
 - (ii) the Directors from time to time; and
 - (iii) any person admitted to Membership under Article 2.2.
- (b) The Board may with the consent in writing of the Founding Members, create different classes of Members with different rights and liabilities attaching to each class.
- (c) The classes of Members as at the date of adoption of this Constitution are those described in Schedule 2.
- (d) The initial members of the Company are those persons named in Schedule 3.

2.2 Applications

- (a) The Board may invite an individual or organisation to apply for Membership if the Board, at its absolute discretion, determines that such individual or organisation has made a significant contribution to the Company or the Trust, financial or otherwise.
- (b) Each applicant to become a Member must sign and deliver to the Company an application in a form prescribed by the Board from time to time (which on the date of adoption of this Constitution is the form set out in Schedule 4), together with the annual membership fee (if any) as set from time to time in accordance with this Constitution.
- (c) The Board may determine that the annual membership fee (if any) to be received with a new application for membership of the Company is payable on a pro rata basis.
- (d) The Board determines whether an applicant may become a Member, but is not required to give any reason for the rejection of any application to become a Member.

- (e) If an application to become a Member is accepted, the Company must:
 - (i) give written notice of the acceptance to the applicant; and
 - (ii) enter the applicant's name in the register of Members.
- (f) If an application to become a Member is rejected, the Company must give written notice of the rejection to the applicant and return any portion of the annual fee already paid by the applicant.
- (g) The Board may determine which class of Members a Member belongs to, and the Board's decision, made in good faith, is final and conclusive.

2.3 **No transfers**

The rights of being a Member are not transferable whether by operation of law or otherwise.

2.4 **Ceasing to be a Member**

- (a) A person will cease to be a Member if:
 - (i) that person resigns in accordance with Article 2.5;
 - (ii) that person is expelled under Article 2.6;
 - (iii) that person is a Member only by virtue of being a Director and that person ceases to be a Director; or
 - (iv) a Cessation Event occurs in respect of that person.
- (b) On the date on which a person ceases to be a Member, or as soon as reasonably practicable thereafter, the Member's name must be removed from the Register.
- (c) The Board may determine that a Member has ceased to be a member of a particular class of Members and has become a member of a different class of Members if, in the reasonable opinion of the Board, the Member's circumstances are such that it is more appropriate for the Member to be a Member of that different class of Members, provided that a Member will not by virtue of this Article 2.4(c) alone cease to be a Member entirely.

2.5 **Resignation**

- (a) A Member may resign as a Member by giving the Company notice in writing.
- (b) Unless the notice provides otherwise, a resignation by a Member takes effect immediately on the giving of that notice to the Company.
- (c) A Member's resignation does not affect any obligations of the Member or rights of the Company which accrued prior to the date of resignation, whether in respect of payment of fees or otherwise.

2.6 **Expulsion or suspension**

- (a) Subject to Article 2.6(b), the Directors may resolve to:
 - (i) expel a Member; or
 - (ii) suspend a Member;
 - A for such period; and

B from enjoying such rights and privileges or membership, as the Directors may determine;

if:

- (iii) an Expulsion Event occurs in respect of the Member; and
- (iv) the Company gives that Member at least 10 Business Days notice in writing:
 - A stating the Expulsion Event and that the Member is liable to be expelled; and
 - B informing the Member of the Member's rights under Article 2.6(b)(i).
- (b) Before passing any resolution under Article 2.6(a), the Directors:
 - (i) must allow the Member to give to the Directors, either orally or in writing, any explanation or defence of the Expulsion Event; and
 - (ii) may adopt other procedures to aid the resolution of complaints against the Member, including the appointment of complaints committees, conciliators and mediators.
- (c) Where a resolution is passed under Article 2.6(a), the Company must give the Member notice ("Discipline Notice") in writing of the expulsion or suspension, within 10 Business Days of the resolution.
- (d) A Member may, by notice in writing to the Company within 10 Business Days of receipt of a Discipline Notice, request that a resolution for expulsion (but not suspension) of that Member under Article 2.6(a) be reviewed by the Company at the next general meeting.
- (e) If a request under Article 2.6(d) is made, the Directors must propose at the next general meeting of the Company that a resolution be moved to confirm the expulsion of the Member concerned.
- (f) A resolution under Article 2.6(a) takes effect:
 - (i) if the Member does not give a notice under Article 2.6(d), on the date of the resolution; or
 - (ii) if the Member gives a notice under Article 2.6(d), on the date of the general meeting of the Company at which the resolution is put to Members in accordance with Article 2.6(e) provided the resolution is passed by a simple majority of Members present and entitled to vote (such a vote to be taken by ballot).

2.7 Representatives

- (a) A non-individual applicant for membership of the Company must include with its application a nomination of an individual as its Representative, in a form approved by the Board from time to time.
- (b) At the date of adoption of this Constitution, an approved form for nomination of a Representative of a non-individual applicant for membership of the Company is included in the prescribed form in Schedule 4.

- (c) A non-individual member may revoke its nomination of its Representative and nominate a new Representative at any time by notice to the Company in a form approved from time to time by the Board, provided that such revocation and nomination does not take effect until the Company receives the notice.
- (d) Notwithstanding anything else contained in this Constitution, a non-individual Member:
 - (i) that is entitled to attend, speak at or vote at a meeting of Members may only do so by its Representative, by proxy or by attorney; and
 - (ii) is only present in person at a meeting of Members if its Representative is present in person at that meeting.

3. Membership fees

- (a) The annual membership fee may be introduced, increased, reduced or removed from time to time by a resolution of Members.
- (b) At the date of adoption of this Constitution, there is no annual membership fee.
- (c) The annual membership fee (if any) is due and payable on the first day of each Financial Year, in respect of that Financial Year.
- (d) If all or part of a Member's annual membership fee remains outstanding 14 days after the date on which the fee was due and payable, the Board may send a notice to the Member stating:
 - (i) the amount outstanding and the date on which it was due; and
 - (ii) that, if the Member does not pay the amount outstanding within 14 days of the date of the notice, the Member will be deemed to have resigned as a Member upon the expiration of that 14 day period.

If the Member does not pay the amount outstanding within 14 days of the date of the notice, the Member will be deemed to have resigned as a Member upon the expiration of that 14 day period as if the Member had delivered a notice of resignation to the Company, and the provisions of Article 2.5 apply.

4. Proceedings of Members

4.1 Who can call meetings of Members

- (a) Subject to the Act, the Directors may call a general meeting at such time and place as the Directors resolve.
- (b) The Directors must call and arrange to hold a general meeting on the request of Members made in accordance with the Act.
- (c) The Members may call and arrange to hold a general meeting as provided by the Act.

4.2 Annual General Meeting

- (a) The Company must hold an AGM if required by, and in accordance with, the Act.
- (b) The business of an AGM may include any of the following, even if not referred to in the notice of the meeting:

- (i) consideration of the annual financial report, the Directors' report and the auditor's report for the Company; and
- (ii) appointment of the auditor of the Company.

4.3 **How to call meetings of Members**

- (a) Subject to any right to call a meeting of Members on shorter notice in accordance with the Act, the Company must give notice of not less than the Prescribed Period (being 21 days as at the date of adoption of this Constitution) in respect of a meeting of Members.
- (b) Notice of a meeting of Members must be given to each Member who is entitled to attend that meeting, each Director and any auditor of the Company.
- (c) Subject to Article 4.11(h), a notice of a meeting of Members must:
 - (i) set out the place, date and time for the meeting;
 - (ii) state the general nature of the business of the meeting; and
 - (iii) set out or include any other information or documents specified by the Act.
- (d) Subject to the Act, anything done (including the passing of a resolution) at a meeting of Members is not invalid if a person does not receive notice of the meeting or the Company accidentally does not give notice of the meeting to a person.

4.4 **Right to attend meetings**

- (a) Subject to any restrictions imposed on the rights of particular classes of Members pursuant to Article 2.1(b), and subject to this Constitution generally, each Member and any auditor of the Company is entitled to attend any meetings of Members.
- (b) Subject to this Constitution, each Director is entitled to attend and speak at all meetings of Members.

4.5 **Meeting at more than one place**

- (a) A meeting of Members may be held in two or more places linked together by any technology that:
 - (i) gives the Members as a whole in those places a reasonable opportunity to participate in proceedings;
 - (ii) enables the chairperson of that meeting to be aware of proceedings in each place; and
 - (iii) enables the Members in each place to vote on a proposed resolution.
- (b) If a meeting of Members is held in two or more places under Article 4.5(a):
 - (i) a Member or Representative present at one of the places is taken to be present in person at the meeting; and
 - (ii) the chairperson of that meeting may determine at which place the meeting is taken to have been held.

4.6 Quorum

- (a) Subject to Article 4.6(e), a quorum for a meeting of Members is a majority of Members entitled to vote at the meeting, being present in person or by proxy.
- (b) In determining whether a quorum for a meeting of Members is present:
 - (i) where a person is present as a Member and as a proxy or attorney for another Member, the person is counted separately for each appointment provided that there is at least one other Member present; and
 - (ii) where a person is present as a proxy or attorney for more than one Member, the person is counted separately for each appointment provided that there is at least one other Member present.
- (c) A quorum for a meeting of Members must be present at the commencement of the meeting. If a quorum is present at the commencement of a meeting of Members, it is taken to be present throughout the meeting unless the chairperson of that meeting otherwise determines.
- (d) If a quorum is not present within 30 minutes after the time appointed for a meeting of Members:
 - (i) if the meeting was called under Article 4.1(b) or Article 4.1(c), the meeting is dissolved; and
 - (ii) any other meeting is adjourned to the date, time and place as the Directors may, by notice to the Members entitled to attend that meeting, appoint, or failing an appointment, to the same day in the next week at the same time and place as the adjourned meeting.
- (e) If a quorum is not present within 30 minutes after the time appointed for a meeting of Members adjourned under Article 4.6(d)(ii), the Members present and entitled to vote constitute a quorum for that meeting.

4.7 Chairperson of meetings

- (a) The Chairperson must (subject to Article 4.7(b)) preside at each meeting of Members.
- (b) If at a meeting of Members:
 - (i) there is no Chairperson;
 - (ii) the Chairperson is not present within 15 minutes after the time appointed for the holding of a meeting of Members; or
 - (iii) the Chairperson is present within that time but is not willing to preside at that meeting,

then, subject to Article 8.6(f), the Members present and entitled to vote must elect another person, present and willing to act, to preside for all or part of that meeting.

4.8 General conduct of meetings

- (a) Subject to the Act, the chairperson of a meeting of Members is responsible for the general conduct of that meeting and for the procedures to be adopted at that meeting.

- (b) The chairperson of a meeting of Members may delegate any power conferred by this Article 4.8 to any person.
- (c) The powers conferred on the chairperson of a meeting of Members under this Article 4.8 do not limit the powers conferred by law.

4.9 **Resolutions of Members**

- (a) Subject to the Act, a resolution proposed at a general meeting is passed if a majority of the Members present and entitled to vote on the resolution vote in favour of the resolution.
- (b) A declaration by the chairperson of a meeting of Members that a resolution has been passed or rejected and an entry to that effect in the minutes of the meeting, are sufficient evidence of that fact, unless proved incorrect.

4.10 **Adjourned, cancelled and postponed meetings**

- (a) Subject to the Act, the chairperson of a meeting:
 - (i) may; and
 - (ii) must, if all the Members present and entitled to vote at the meeting agree or direct the chairperson to do so, adjourn a meeting of Members to any day, time and place.
- (b) No person other than the chairperson of a meeting may adjourn the meeting.
- (c) The Company is only required to give notice of an adjourned meeting if the period of adjournment exceeds the Prescribed Period.
- (d) Only business left unfinished is to be transacted at a meeting of Members resumed after an adjournment.
- (e) Subject to the Act and this Article 4.10, the Directors may at any time postpone or cancel a meeting of Members by giving notice, of not less than 5 Business Days before the time at which the meeting was to be held, to each person to whom the notice of the meeting was required to be given.
- (f) A general meeting called under Articles 4.1(b) or (c) must not be cancelled or postponed by the Directors without the consent of the Members who requested or called the meeting.
- (g) A notice adjourning or postponing a meeting of Members must set out the place, date and time for the revised meeting (and if the revised meeting is to be held in two or more places, the technology that will be used to facilitate this).

4.11 **Number of votes**

- (a) Subject to this Constitution, at a meeting of Members every Member present and entitled to vote has one vote.
- (b) In the case of an equality of votes at a meeting of Members, the chairperson of that meeting has a casting vote, both on a show of hands and on a poll, in addition to any vote the chairperson may have as or for a Member.
- (c) A Member present at a meeting of Members is not entitled to vote on a resolution if:

- (i) the vote is prohibited by the Act or an order of a court of competent jurisdiction; or
 - (ii) any unpaid portion of that Member's annual Membership fee (if any) was due and payable at least 7 days prior to, and is still unpaid at, the commencement of that meeting.
- (d) The Company must disregard any vote on a resolution purported to be cast by a Member present at a meeting of Members where the person is not entitled to vote on the resolution.
- (e) The authority of a proxy or attorney for a Member to speak or vote in that capacity at a meeting of Members is suspended while the Member is present in person at the meeting.

4.12 **Objections to qualification to vote**

- (a) An objection to the qualification of any person to vote at a meeting of Members may only be made:
- (i) before that meeting, to the Directors; or
 - (ii) at the meeting (or any resumed meeting if the meeting is adjourned), to the chairperson of the meeting.
- (b) Any objection under Article 4.12(a) must be decided by the Directors or the chairperson of the meeting of Members (as the case may be), whose decision, made in good faith, is final and conclusive.

4.13 **Proxies and attorneys**

- (a) A Member who is entitled to attend and cast a vote at a meeting of Members may vote:
- (i) in person or, in the case of a corporation, by its Representative;
 - (ii) by not more than one proxy; or
 - (iii) by not more than one attorney.
- (b) A proxy or attorney of a Member need not be a Member.
- (c) A Member may appoint a proxy or attorney for:
- (i) all meetings of Members; or
 - (ii) any one or more specified meetings of Members, at which the Member is entitled to vote.
- (d) An instrument appointing a proxy is valid if it is signed by the Member making the appointment and contains:
- (i) the Member's name and address;
 - (ii) the name of the Company;
 - (iii) the name of the proxy or the name of the office held by the proxy; and
 - (iv) the meetings of Members at which the proxy may be used.
- (e) Except for the chairperson of a meeting, no person may act as proxy at that meeting for more than 10 Members.

- (f) The chairperson of a meeting of Members may determine that an instrument appointing a proxy is valid even if it contains only some of the information specified in Article 4.13(d).
- (g) An instrument appointing an attorney must be in the form which the Directors may prescribe or accept, from time to time.
- (h) Subject to the Act, the decision of the chairperson of a meeting of Members as to the validity of an instrument appointing a proxy or attorney is final and conclusive.
- (i) Unless otherwise provided in the Act or in the appointment, a proxy or attorney may:
 - (i) agree to a meeting of Members being called by shorter notice than required by the Act or this Constitution;
 - (ii) agree to a resolution being either or both proposed and passed at a meeting of Members of which notice of less than the Prescribed Period is given;
 - (iii) speak on any resolution at a meeting of Members on which the proxy or attorney may vote;
 - (iv) vote at a meeting of Members (but only to the extent allowed by the appointment); and
 - (v) attend and vote at any meeting of Members which is rescheduled or adjourned.
- (j) Unless otherwise provided in the Act or in the appointment, a proxy or attorney may vote on:
 - (i) any amendment to a resolution on which the proxy or attorney may vote;
 - (ii) any motion not to put that resolution or any similar motion; and
 - (iii) any procedural motion relating to that resolution, including a motion to elect the chairperson of a meeting of Members, that the chairperson vacate the chair, or to adjourn that meeting,whether or not the appointment directs the proxy or attorney how to vote on that resolution.
- (k) The Company must send a form of proxy in respect of a meeting to all Members entitled to vote at that meeting, which provides for the Member:
 - (i) to appoint a proxy of the Member's choice, but may specify who is to be appointed as proxy if the Member does not choose; and
 - (ii) to vote for or against each proposed resolution, and may also provide for the Member to abstain from voting on each proposed resolution.
- (l) If the name of the proxy or the name of the office of the proxy in a proxy form of a Member is not filled in, the proxy of that Member is:
 - (i) the person specified by the Company in the form of proxy in the case the Member does not choose; or
 - (ii) if no person is so specified, the chairperson of that meeting.

- (m) A Member may specify the manner in which a proxy or attorney is to vote on a particular resolution at a meeting of Members but, unless specified, the proxy or attorney may vote as he or she thinks fit.
- (n) An appointment of proxy or attorney for a meeting of Members is effective only if the Company receives the appointment (and any authority under which the appointment was signed or a certified copy of the authority) before the time scheduled for commencement of that meeting (or any adjournment of that meeting).
- (o) Unless the Company has received notice in writing before the time scheduled for the commencement or resumption of a meeting of Members, a vote cast at that meeting by a person appointed by a Member as a proxy or attorney is, subject to this Constitution, valid even if, before the person votes, the appointing Member:
 - (i) dies; or
 - (ii) is mentally incapacitated; or
 - (iii) revokes the appointment of that person; or
 - (iv) revokes the authority under which the person was appointed by a third party.

4.14 **Written resolutions of Members**

- (a) The Members may pass a resolution, without a general meeting being held, if all the Members entitled to vote on the resolution assent to a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of a document referred to in Article 4.14(a) may be used for assenting to by Members if the wording of the resolution and the statement is identical in each copy.
- (c) A Member may signify assent to a document under this Article 4.14 by signing the document or by notifying the Company of that assent:
 - (i) in a manner permitted by Article 10.3; or
 - (ii) by any technology including telephone.
- (d) Where a Member signifies assent to a document under Article 4.14 (c) other than by signing the document, the Director must, by way of confirmation, sign the document as soon as practicable thereafter.
- (e) The resolution the subject of a document under Article 4.14 (b) is not invalid if a Member does not comply with Article 4.14 (d).

5. **Directors**

5.1 **Transitional arrangements**

Article 5 is, where applicable, subject to the transitional rules set out in Schedule 5 (“transitional rules”). The transitional rules prevail to the extent of any inconsistency.

5.2 Number and qualification of Directors

- (a) Subject to receipt by the Company of their written consent to act as such, each of the following will be Directors:
 - (i) 2 individuals appointed by the Founding Members, each for a term of 3 years, and thereafter eligible for re-appointment by the Founding Members, in each case (following initial incorporation) at the relevant AGM;
 - (ii) At least 1 but not more than 5 individuals appointed by the directors then currently appointed under sub-paragraph 5.2(a)(i) for a term of 3 years, and thereafter eligible for re-appointment.
- (b) A Director must be an individual and at all times at least 2 Directors must be ordinarily resident in Australia.
- (c) At all times, a majority of individuals comprising the Directors must be Responsible Persons.

5.3 Appointment and removal of Directors

- (a) The Board may appoint a Director at any time by resolution, provided that such an appointment is only valid if:
 - (i) it is not in place of a Director appointed by the Founding Members;
 - (ii) it does not increase the number of Directors appointed by the Board above the maximum permitted under this Constitution;
 - (iii) it does not bring the number of Responsible Persons below a majority.
- (b) The Board may remove a Director at any time by resolution, provided that:
 - (i) that Director was not appointed by the Founding Members;
 - (ii) the Director whose removal has been proposed is not entitled to vote on such a resolution; and
 - (iii) such a removal is only valid if clause 5.2(c) continues to be met (including by the Board appointing another Responsible Person as Director at the same time as the removal occurs).
- (c) The Founding Members may remove a Director appointed by the Founding Members at any time by resolution, provided that clause 5.2(c) continues to be met.
- (d) If a casual vacancy occurs in the office of a Director appointed by the Founding Members, the Founding Members may appoint a replacement to hold office for the remainder of that vacating Director's term, provided that clause 5.2(c) continues to be met.
- (e) The Directors may appoint one of their number as an executive Director for a term not exceeding three years, as determined by the Directors at the time of the selection. An Executive Director is eligible for re-appointment in that capacity. Only one Director at a time may be an Executive Director.
- (f) A Director appointed by the Board must retire from the Board, and is ineligible for re-appointment or re-election, if he or she has served as a Director for a total of 9 years in any 12 year period, and will remain so ineligible for three years after becoming so ineligible.

5.4 Termination of office of Director

The office of a Director is terminated:

- (a) in the case of a Director appointed by the Board upon being removed from office in accordance with Article 5.3(b);
- (b) in the case of a Director appointed by the Founding Members, upon being removed from office in accordance with clause 5.3(c);
- (c) on the Director resigning office by notice in writing to the Company;
- (d) on the Director being removed from office under the Act;
- (e) on the Director being prohibited from being a Director by reason of the operation of the Act;
- (f) on the Director becoming bankrupt or making any arrangement or composition with his or her creditors generally;
- (g) on the Director becoming a person of unsound mind or a person who is a patient administered under laws relating to mental health;
- (h) on the Director becoming a represented person under the Guardianship and Administration Act 1995;
- (i) on the Director, without the consent of the Board, being absent from three consecutive meetings of the Board; or
- (j) on the Director being removed from office by order of the Supreme Court on the grounds of proved misconduct.

5.5 Payment to Directors

- (a) The Company must not pay any remuneration to a Director for performing his duties and responsibilities as a Director which would exceed the annual limit set from time to time by special resolution of the Members. This limit is initially set at \$0.00.
- (b) A payment of the kind referred to in Article 1.5(b) may be made to a Director if that payment has been approved by the Directors.
- (c) Article 5.5(a) does not apply to remuneration paid to an Executive Director for performing his duties as Executive Director.

6. Directors' and officers' protection and insurance

6.1 Indemnity

To the extent permitted by law, the Company may indemnify each Relevant Officer against:

- (a) a Liability of that person; and
- (b) Legal Costs of that person,

incurred in that person's capacity as a Relevant Officer, except to the extent that the Liability or Legal Costs arise out of conduct by that person which involves a lack of good faith.

6.2 Legal Costs

To the extent permitted by the law, the Company may make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person.

6.3 Insurance

To the extent permitted by the law, the Company may pay, or agree to pay, a premium for a contract insuring a Relevant Officer against:

- (a) a Liability of that person; and
- (b) Legal Costs of that person.

6.4 Deeds

To the extent permitted by law, the Company may execute a deed with a Relevant Officer under which the Company must do all or any of the following:

- (a) keep books of the Company and allow that officer, and his or her advisers, access to those books on the terms agreed;
- (b) indemnify that officer against any Liability of that officer;
- (c) make a payment (whether by way of advance, loan or otherwise) to that officer in respect of Legal Costs of that officer; and
- (d) keep that officer insured in respect of any act or omission by that officer, while a Relevant Officer or an officer of the Company on the terms agreed (including as to payment of all or part of the premium for a contract of insurance).

7. Powers of the Company and Directors

7.1 General powers

- (a) Subject to this Constitution, the Company may exercise, in any manner permitted by the Act, any power which a public company limited by guarantee may exercise under the Act.
- (b) The business of the Company is to be managed by, or under the direction of, the Directors.
- (c) The Directors may exercise all the powers of the Company except any powers that the Act or this Constitution requires the Company to exercise in general meeting.

7.2 Execution of documents

- (a) If the Company has a common seal, the Company may execute a document if that seal is fixed to the document and the fixing of that seal is witnessed by:
 - (i) two Directors; or
 - (ii) a Director and a Secretary; or
 - (iii) a Director and another person appointed by the Directors for that purpose,provided that one such witness must be a Director by virtue of Article 5.2(a)(iii).

- (b) The Company may execute a document without a common seal if the document is signed by:
 - (i) two Directors;
 - (ii) a Director and a Secretary; or
 - (iii) a Director and another person appointed by the Directors for that purpose,provided that one such witness must be a Director by virtue of Article 5.2(a)(iii).
- (c) The Directors may resolve, generally or in a particular case, that any signature on certificates for membership, or other common use documents specified by the Directors, may be affixed by mechanical or other means.
- (d) Negotiable instruments may be signed, drawn, accepted, endorsed or otherwise executed by or on behalf of the Company in the manner, and by the persons, as the Directors resolve.

7.3 **Committees and delegates**

- (a) The Directors may delegate any of their powers (excluding this power to delegate) to a committee of any one or more Directors or an employee of the Company or a Member.
- (b) The Directors may revoke or vary any power delegated under Article 7.3(a).
- (c) A committee or delegate must exercise the powers delegated in accordance with any directions of the Directors.
- (d) The exercise of a delegated power by the committee or delegate is as effective as if the Directors exercised the power.
- (e) Article 8 applies (with the necessary changes) to meetings of a committee.
- (f) A committee must have at least one Director as a member of the committee.

7.4 **Attorney or agent**

- (a) The Directors may appoint any person to be attorney or agent of the Company for any purpose, for any period and on any terms (including as to remuneration) as the Directors resolve.
- (b) The Directors may delegate any of their powers (excluding the power to delegate) to an attorney or agent.
- (c) The Directors may revoke or vary an appointment under Article 7.4(a) or a delegation made under Article 7.4(b).

8. **Proceedings of Directors**

8.1 **Written resolutions of the Directors**

- (a) The Directors may pass a resolution, without a meeting of the Directors being held, if all the Directors entitled to vote on the resolution assent to a document containing a statement that they are in favour of the resolution set out in the document.

- (b) Separate copies of a document referred to in Article 8.1(a) may be used for assenting to by Directors if the wording of the resolution and the statement is identical in each copy.
- (c) A Director may signify assent to a document under this Article 8.1 by signing the document or by notifying the Company of that assent:
 - (i) in a manner permitted by Article 10.3; or
 - (ii) by any technology including telephone.
- (d) Where a Director signifies assent to a document under Article 8.1(c) other than by signing the document, the Director must, by way of confirmation, sign the document before, or at, the next meeting of Directors attended by that Director.
- (e) The resolution the subject of a document under Article 8.1(b) is not invalid if a Director does not comply with Article 8.1(d).

8.2 **Meetings of the Directors**

- (a) The Directors may meet, adjourn and otherwise regulate their meetings as they think fit provided they hold at least 2 meetings in any given Financial Year.
- (b) A meeting of the Directors may be held using any technology consented to by all Directors.
- (c) The consent of the Directors under Article 8.2(b) may be for all meetings of the Directors or for any one or more specified meetings.
- (d) A Director may withdraw his or her consent under Article 8.2(b) within a reasonable period before the meeting.
- (e) If a meeting of the Directors is held in two or more places linked together by any technology:
 - (i) a Director present at one of the places is taken to be present at the meeting unless and until that Director states to the Chairperson of the meeting that he or she is discontinuing participation in the meeting; and
 - (ii) the Chairperson of that meeting may determine at which place the meeting will be taken to have been held.

8.3 **Who can call meetings of the Directors**

A Director may call a meeting of the Directors at any time, and the Secretary must call a meeting of the Directors on request of any Director.

8.4 **How to call meetings of the Directors**

- (a) Notice of a meeting of the Directors must be given to each Director.
- (b) A notice of meeting of the Directors must:
 - (i) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this); and
 - (ii) state the general nature of the business of the meeting.

- (c) The Company must give not less than 48 hours notice of a meeting to the Directors, unless all Directors agree otherwise.
- (d) A Director may waive notice of a meeting of the Directors by notice in writing to the Company to that effect.

8.5 **Quorum**

Subject to the Act, a quorum for a meeting of Directors is a majority of the current Directors present and eligible to vote, provided that at least one such Director present is a Director by virtue of Article 5.2(a)(i) and a majority of Directors present are Responsible Persons Article 5.2(a)(ii).

8.6 **Chairperson**

- (a) Article 8.6 is, where applicable, subject to the transitional rules set out in Schedule 5. The transitional rules prevail to the extent of any inconsistency.
- (b) At the first meeting of the Board following each AGM the Directors will elect a Chairperson from their number.
- (c) The Directors may remove the Chairperson at any time and, subject to Article 8.6(f), may elect another Director to fill the position.
- (d) The Chairperson must (if present within 15 minutes after the time appointed for the holding of the meeting and willing to act) preside at each meeting of the Directors.
- (e) If:
 - (i) there is no Chairperson; or
 - (ii) the Chairperson is not present within 15 minutes after the time appointed for the holding of a meeting of the Directors; or
 - (iii) the Chairperson is present within that time but is not willing to preside at all or part of that meeting,

then, subject to Article 8.6(f), the Directors present must elect one of themselves to preside at all or part of the meeting.

8.7 **Resolutions of the Directors**

- (a) A resolution of the Directors is passed if a majority of the Directors present and entitled to vote on the resolution vote in favour of the resolution.
- (b) Subject to the Act and this Constitution, each Director has one vote on a matter arising at a meeting of the Directors.
- (c) In the case of an equality of votes at a meeting of Directors, the chairperson of that meeting does not have a casting vote, either on a show of hands or on a poll. For the avoidance of doubt, this rule does not affect any vote the chairperson may have as a Director.

8.8 **Insufficient number of Directors**

If the number of Directors appointed by the Board is below the minimum number fixed by this Constitution, the Directors must not act except to accept an individual as a Member and enter their name in the Register, to appoint a Director in accordance with Article 5.3(a) or to call and hold a general meeting or a meeting of Directors.

9. Secretary

- (a) Article 9 is, where applicable, subject to the transitional rules set out in Schedule 5. The transitional rules prevail to the extent of any inconsistency.
- (b) One or more Secretaries shall, in accordance with the Act, be appointed by the Directors on terms and conditions (including remuneration) as the Directors think fit.
- (c) Any Secretary so appointed may be removed by the Directors.

10. Notices

10.1 Notice to Members

- (a) Subject to Article 10.1(b), the Company may give notice to a Member;
 - (i) by hand delivery;
 - (ii) by sending it by prepaid post to the address of the Member in the Register or the alternative address (if any) nominated by that Member;
 - (iii) by sending it to the fax number or electronic address (if any) provided by that Member; or
 - (iv) with the approval, given by special resolution, of the Directors, by advertisement in accordance with Article 10.1(c).
- (b) If the address of any Member in the Register is not within Australia and that Member does not nominate an alternative address within Australia, unless otherwise specified by the Act, the Company may (in addition to any method of service specified in Article 10.1(a)) give a notice to that Member by:
 - (i) posting it on the Company's internet website (if any); or
 - (ii) advertisement in accordance with Article 10.1(c).
- (c) Any such notice allowed to be given by the Company to Members by advertisement is sufficiently advertised if advertised in a national daily newspaper.
- (d) A notice sent by prepaid post may be included:
 - (i) separately with; or
 - (ii) as part of the text of,any other article or publication sent by the Company to Members.

10.2 Notice to Directors

The Company may give notice to a Director:

- (a) by hand delivery;
- (b) by sending it by prepaid post to the usual residential address of that person or the alternative address (if any) nominated by that person;
- (c) by sending it to the fax number or electronic address nominated by that person; or
- (d) by any other means agreed between the Company and that person.

10.3 **Notice to the Company**

A person may give notice to the Company:

- (a) by leaving it at the registered office of the Company;
- (b) by sending it by prepaid post to the registered office of the Company;
- (c) by sending it to the fax number at the registered office of the Company;
- (d) by sending it to the electronic address (if any) nominated by the Company for that purpose; or
- (e) by any other means permitted by the Act.

10.4 **Time of service**

- (a) A notice sent by prepaid post to an address within Australia is taken to be given:
 - (i) in the case of a notice of meeting, one Business Day after it is posted; or
 - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- (b) A notice sent by prepaid post to an address outside Australia is taken to be given:
 - (i) in the case of a notice of meeting, three Business Days after it is posted; or
 - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- (c) A notice sent by fax or electronic means is taken to be given on the Business Day it is sent, provided that the sender's transmission report shows that the whole notice was sent to the correct fax number or electronic address.
- (d) The giving of a notice by prepaid post is sufficiently proved by evidence that the postage was paid and the notice:
 - (i) was addressed to the correct address of the recipient; and
 - (ii) was placed in the post.

10.5 **Signatures**

The Directors may decide, generally or in a particular case, that a notice given by the Company be signed by mechanical or other means.

11. **Regulations**

11.1 **Directors' power to make Regulations**

- (a) The Directors may from time to time by resolution passed at a duly convened meeting of Directors make, repeal and amend Regulations not inconsistent with this Constitution as the Directors consider expedient for:
 - (i) carrying out the objects of the Company;
 - (ii) the regulation of its affairs;

- (iii) the management and control of its Members, officers and employees including terms of employment and remuneration;
 - (iv) the formation of committees;
 - (v) the election of Directors of the Company and members of committees; and
 - (vi) matters relating to the management of the affairs of the Company not otherwise provided for in this Constitution.
- (b) The Directors must publish in a form determined by them as soon as practicable any Regulations made under this Article and advise Members of the making, repeal or amendment of the Regulations.

11.2 Commencement and ratification of Regulations

Regulations made by the Board pursuant to Article 11.1 shall become effective immediately following the resolution of the Board but all such Regulations shall be subject to ratification by the Members at the next general meeting of the Company, provided that failure by the Members to ratify either a Regulation or any resolution of the Company with regards to a Regulation shall not invalidate any prior act of the Company which would have been valid if the Regulation or resolution had been ratified.

12. Gift Funds

12.1 Gift Funds may be established

The Company may establish and/or maintain Gift Funds to receive donations from the public for purposes which fall within the objects of the Company (and for the avoidance of doubt, a Gift Fund may (and is intended to) form part of the Trust).

12.2 Rules for Gift Funds

If a Gift Fund is to be established and/or maintained then:

- (a) the Gift Fund is to be administered by either the Board or a committee appointed by the Board for that purpose. The majority of the committee members must, by virtue of their tenure of some public office or their professional standing, have an underlying community responsibility, as distinct from obligations relating solely to the objects of the Company;
- (b) all donations to the Company and interest accruing on those donations must be credited to the Gift Fund. The Gift Fund must not receive property or money other than donations;
- (c) donations to the Company must be kept separate from other money or property held by the Company;
- (d) receipts in the name of the Gift Fund must be issued for all donations; and
- (e) upon the earlier of:
 - (i) the winding up or dissolution of the Gift Fund; and
 - (ii) the endorsement of the Gift Fund to receive income tax deductible gifts lapsing or being revoked,

any surplus assets of the Gift Fund remaining after payment of liabilities attributable to it must be transferred to a fund, authority or institution whose rules prohibit distribution of income among its members and which is eligible to receive income tax deductible gifts.

Schedule 1 – Definitions and interpretation

1. Definitions

In this Constitution:

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

“AGM” means the Annual General Meeting of Members.

“Board” means the board of management of the Company which is constituted by the persons who hold office as Directors, from time to time.

“Business Day” means a day except a Saturday, Sunday or public holiday in Tasmania.

“Cessation Event” means, in respect of a Member,

- (a) who is an individual person, the death or bankruptcy of the Member or the Member becoming subject to care under a law relating to mental health; and
- (b) which is a body corporate, the Member going into voluntary or compulsory liquidation (other than for the purpose of a voluntary reorganisation).

“Chairperson” means the Director elected as the Chairperson of the Company under Article 8.6.

“Company” means Steamship Cartela Limited ACN 155 987 698.

“Director” means a director of the Company for the time being.

“Executive Director” means an executive Director appointed in accordance with Article 5.3(c).

“Expulsion Event” means, in respect of a Member, that:

- (a) the Member has wilfully refused or neglected to comply with the provisions of this Constitution or the Regulations; or
- (b) the conduct of the Member is, in the opinion of the Directors, unbecoming of a Member or prejudicial to the objects, interests or reputation of the Company.

“Financial Year” means the financial year of the Company, which commences on 1 July each year and ends on 30 June the following year.

“Founding Members” means Michael Colin Roche of 55 Albion Drive Kingston in Tasmania, Peter Max Roche of 7 Rosny Esplanade Montagu Bay in Tasmania, and John Phillip Roche of Unit 2, 70 Lord Street Sandy Bay in Tasmania and include in respect of each of them, their Successors.

“Gift Fund” has the meaning given by section 30.125(4) of the *Income Tax Assessment Act 1997*.

“Legal costs” of a person, means legal costs incurred by that person in defending an action for a Liability of that person.

“Liability” of a person, means a liability incurred by that person as an officer of the Company or a related body corporate of the Company.

“Member” means a person whose name is entered in the Register as a member of the Company.

“Prescribed Period” means the relevant period of time permitted under the Act from time to time.

“Purpose” means the purpose of the Trust.

“Register” means the register of Members kept under the Act.

“Regulations” means the Regulations formulated by the Board pursuant to Article 11.1(a).

“Relevant Officer” means a person who is, or has been, a Director, Secretary or acting as an executive officer of the Company.

“Representative” means a non-individual Member’s representative appointed pursuant to Article 2.7 and the Act to attend, speak at and vote at meetings of Members (to the extent permitted by this Constitution and the Act) on behalf of the Member.

“Responsible Person” means an individual who, by virtue of their position or occupation, has a degree of responsibility to the community as a whole.

“Secretary” means the company secretary of the Company for the time being.

“Successor” means in respect of each of Michael Colin Roche, Peter Max Roche, and John Phillip Roche:

- (a) a person who follows (whether immediately or otherwise) that person by being appointed to the position of Founding Member:
 - (i) by the preceding Founding Member by deed or will; or
 - (ii) in the absence of appointment by deed or will, by a determination by each remaining Founding Member acting jointly to appoint another Founding Member; or
- (b) failing any such appointment, the remaining Founding Members acting jointly.

“Trust” means the trust between Secheron Holdings Pty Ltd ACN 104 689 858 as settlor and the Company as trustee, established following registration of the Company, known as Steamship Cartela Trust.

2. Interpretation

In this Constitution:

- (a) a reference to a meeting of Members includes a meeting of any class of Members;
- (b) a Member is taken to be present at a meeting of Members if the Member is present in person or by proxy or attorney;
- (c) a reference to a notice or document in writing includes a notice or document given by fax, e-mail or another form of written communication;
- (d) headings are for convenience only and do not affect interpretation;
- (e) unless the context indicates a contrary intention:
 - (i) words importing the singular include the plural (and vice versa);

- (ii) words indicating a gender include every other gender;
- (iii) the word “person” includes an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated) and a partnership;
- (iv) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (v) the word “includes” in any form is not a word of limitation;
- (vi) a reference to an Article or a Schedule, is to an Article or a Schedule of this Constitution;
- (vii) a reference in a Schedule to a paragraph is to a paragraph of that Schedule;
- (viii) a Schedule is part of this Constitution;
- (ix) a reference to this Constitution, is to this Constitution (and where applicable any of its provisions) as modified or repealed from time to time;
- (x) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (xi) an expression that deals with a matter dealt with by a provision of the Act has the same meaning as in that provision; and
- (xii) an expression that is defined in section 9 of the Act has the same meaning as in that section.

3. Exercise of powers

Where this Constitution confers a power or imposes a duty, then, unless the contrary intention appears, the power may be exercised and the duty must be performed, from time to time, as the occasion requires.

4. Severing invalid provisions

If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, it does not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Constitution.

Schedule 2 – Classes of Members

Full Members

Full Members have full Membership rights under this Constitution and the Act. All Directors and Founding Members are Full Members.

Associate Members

Associate Members have full Membership rights except that they are not entitled to vote at general meetings. Any person admitted to Membership under Article 2.2 is admitted as an Associate Member unless the Board, with the consent in writing of the Founding Members, determines otherwise.

Schedule 3 – Initial Members

The following persons have consented by their signatures below to be:

- (a) members of the Company upon incorporation; and
- (b) bound by the terms of this constitution in their capacity as members:

John Phillip Roche	(Founding Member)
Michael Colin Roche	(Founding Member)
Peter Max Roche	(Founding Member)
Geoffrey Scott Ashton-Jones	(Director)
Peter Charles McKay	(Director)
George Alexander Rance	(Director)

Schedule 4 – Prescribed form

To the Directors

..... Limited

ACN

I/We [full name] have made a donation to Limited (“the Company”) and apply to become a Member of the Company. I/We enclose payment in respect of my/our annual membership fee (if applicable).

I/We permit the board of directors of the Company to verify the information provided below.

ACN/ABN (If Applicable):

Residential Address:

Postal Address (if different):

Phone Number(s):

Fax Number (optional):

Email Address (optional):

I/We accept and support the basic objects of the Company, namely to act as trustee of The Trust and to raise funds and accept public donations to be invested, managed and used for the benefit of the purposes of The Trust.

I/We acknowledge that the Company is a company limited by guarantee and in the event that the Company is wound up I/We agree to contribute the amount of \$20.00 towards such winding up, or such other amount as set by the members of the Company from time to time.

For individual applicants:

.....

Signature of applicant

.....

Dated

For non-individual applicants:

We appoint [full name] of [residential address] as our Representative to attend, speak and vote at meetings of members of the Company on our behalf.

.....

Signature of authorised signatory

.....

Name of authorised signatory

(must not be the Representative appointed above)

.....

Position of authorised signatory with applicant Dated

Schedule 5 – Transitional rules (Articles 5, 8.6 & 9)

Operation of Article 5

Articles 5, 8.6 and 9 are, where applicable, subject to the transitional rules set out in this Schedule 5. The transitional rules prevail to the extent of any inconsistency.

Directors

The following persons will be Directors of the Company on registration of the Company:

Geoffrey Scott Ashton-Jones

Peter Charles McKay

George Alexander Rance

Chairperson

Geoffrey Scott Ashton-Jones will be the Chairperson of the Company on registration of the Company.

Secretary

Ross Andrew James will be the Secretary of the Company on registration of the Company.

Table of Contents

1.	Preliminary.....	1
2.	Members.....	2
3.	Membership fees	5
4.	Proceedings of Members.....	5
5.	Directors	11
6.	Directors' and officers' protection and insurance	13
7.	Powers of the Company and Directors	14
8.	Proceedings of Directors.....	15
9.	Secretary	18
10.	Notices.....	18
11.	Regulations.....	19
12.	Gift Funds	20
	Schedule 1 – Definitions and interpretation.....	22
1.	Definitions.....	22
2.	Interpretation.....	23
3.	Exercise of powers	24
4.	Severing invalid provisions	24
	Schedule 2 – Classes of Members.....	25
	Schedule 3 – Initial Members	26
	Schedule 4 – Prescribed form	27
	Schedule 5 – Transitional rules (Articles 5, 8.6 & 9).....	28

Constitution of

Steamship Cartela Limited

ACN 155 987 698

Established 1834
Incorporating Hand Ogilvie & Breheny
Dobson Mitchell & Allport Pty Ltd
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