



**CONSTITUTION OF
AUSTRALIAN WARBIRDS ASSOCIATION LTD
A COMPANY LIMITED BY GUARANTEE**

Amendments

The Constitution of the Australian Warbirds Association may be amended from time to time, as required in order to remain relevant to the Company's duties, functions and membership. Proposed amendments are presented to the membership for consideration and ratified at General Meetings of the Company, in accordance with the Corporations Act 2001.

Schedule of Amendments:

13 August, 2016

4 March, 2017

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1. COMPANY'S NAME

The company's name is AUSTRALIAN WARBIRDS ASSOCIATION LTD.

2. COMPANY'S OBJECTS

The objects of the company are as follows:

- (a) to encourage the preservation, restoration and safe flying of ex-military, historic and replica aircraft; and,
- (b) to promote historical interest and awareness through display of ex-military, historic and replica aircraft to the public.

3. COMPANY'S POWERS

Solely for the purpose of carrying out the company's objects, the company may:

- (a) accept and undertake full or partial trusteeship, administration and management of trusts and funds, whether as trustee, agent for the trustee, or otherwise; and charge and accept fees, commission or other remuneration in respect of the trusteeship, administration and management;
- (b) raise funds and invite and receive contributions, grants, distributions of income or capital, gifts (by will or otherwise), loans and deposits from any person;
- (c) provide funds or other material benefits by way of grant or otherwise to further the company's objects;
- (d) accept and hold funds or property of any kind on or for any charitable objects or purposes specified or to be specified by any person or to be selected by the directors from a class of trusts, objects or purposes specified by any person;
- (e) purchase, take on lease or in exchange, hire or otherwise acquire real or personal property, and any rights or privileges that are required for the purposes of, or capable of being conveniently used in connection with, the company's objects. However, if the company takes or holds any property which is subject to a trust, the company may only deal with that property in the manner allowed by law having regard to that trust;
- (f) control, manage, lease, exchange, mortgage, charge, sell, transfer, surrender, dispose of, develop, carry on business or otherwise deal with any real or personal property of any kind or any estate or interest in that property;
- (g) invest, deal with and lend money and otherwise provide financial accommodation to, and guarantee or otherwise secure loans to, charitable objects or purposes;

- (h) construct, improve, maintain, develop, work, manage and control real or personal property and enter into contracts and agreements;
- (i) appoint a person as the company's attorney or agent with the powers (including the power to sub-delegate) and on the terms the company thinks fit, and procure registration or recognition of the company in any other country or place;
- (j) enter into any arrangement with any government or authority that seems conducive to the company's objects, obtain from any government or authority any right, privilege or concession that the company thinks it desirable to obtain, and carry out, exercise and comply with any of those arrangements, rights, privileges and concessions;
- (k) engage, dismiss or suspend any employee, agent, contractor or professional person;
- (l) borrow, raise or secure the payment of money and secure the repayment or performance of any debt, liability, contract, guarantee or other engagement in any way and, in particular, by mortgage, charge or overdraft or by the issue of debentures or debenture stock (perpetual or otherwise) charged on all or any of the company's property (both present and future) and purchase, redeem or pay off those securities;
- (m) spend money and do all other things that it considers desirable to promote the company's objects;
- (n) make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (o) print and publish newspapers, periodicals, books or leaflets or otherwise publish information in hard copy or by electronic means;
- (p) accept any gift of property, whether subject to any special trust or not, for the company's objects, but subject to the provisions in clause 3((e)) relating to trusts (if applicable);
- (q) take any steps by personal or written appeals, public meetings or otherwise, that the company considers expedient to procure contributions to the company's funds, by way of donations, gifts (by will or otherwise), grants, sponsorships or otherwise;
- (r) appoint patrons of the company;
- (s) make donations for charitable purposes;
- (t) decline or otherwise refuse to accept any gift (by will or otherwise), donation, settlement or other disposition of money or property;
- (u) co-ordinate and arrange conferences, meetings, standing committees and commissions and other forums; and
- (v) do all other things that are incidental or conducive to attaining the company's objects.

4. ADDITIONAL POWERS

The company has the powers set out in the Act but only to the extent necessary or convenient to carry out, or incidental to carrying out, the company's objects.

5. INCOME AND PROPERTY

The company's income and property must be applied solely towards promoting the company's objects. No part of the income or property may be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus, fee or otherwise, to any of the members or directors. However, this clause 5 does not prohibit making a payment approved by the directors for:

- (a) out-of-pocket expenses incurred by a director in performing a duty as a director of the company; or
- (b) a service rendered to the company by a director in a professional or technical capacity, other than in the capacity as a director of the company, where:
 - (1) the provision of the service has the prior approval of the directors; and
 - (2) the amount payable is not more than an amount which commercially would be reasonable payment for the service,

or prohibit payment:

- (c) in good faith to any member for goods supplied in the ordinary and usual course of business;
- (d) of interest on money borrowed from a member at a rate not exceeding the cash rate then being set by the Reserve Bank of Australia plus 2 (two) percent; or
- (e) of reasonable and proper rent for premises let by any member to the company, or indemnification of, or payment of premiums on contracts of insurance for, any director to the extent permitted by law and this constitution.

6. LIABILITY OF MEMBERS

The liability of the members is limited.

7. GUARANTEE BY MEMBERS

Every member undertakes to contribute an amount of \$100.00 to the property of the Company if it is wound up while he or she is a member or within one year after he or she ceases to be a member, for:

- (a) payment of the Company's debts and liabilities contracted before the time he or she ceased to be a member;
- (b) the costs, charges and expenses of winding up; and
- (c) the adjustment of the rights of the contributories among themselves.

8. WINDING UP

If, on the winding up or dissolution of the Company, any property remains after satisfaction of all its debts and liabilities, this property must only be given or transferred to a fund, authority or institution:

- (a) having objects similar to the objects of the Company; and
- (b) whose constitution prohibits distributions or payments to its members and directors (if any) to an extent at least as great as is outlined in clause 5.

9. MEMBERSHIP

9.1 The classes of membership are –

- (a) Flying Members, being persons authorised to fly an ex-military, historic or replica aircraft, who shall be entitled to all the privileges of the Company;
- (b) Maintenance Members, being persons authorised to certify maintenance on and to issue maintenance releases for an ex-military, historic or replica aircraft, who shall be entitled to all the privileges of the Company;
- (c) Project Members, being persons who own an ex-military, historic or replica aircraft that is under restoration, who shall be entitled to all the privileges of the Company;
- (d) Foundation Members, being persons entitled to be Flying, Maintenance or Project Members and admitted to membership of the Company within twelve (12) months of the Company's incorporation, who shall be entitled to all the privileges of the Company;
- (e) Supporter Members, being persons who wish to support the objects of the Company, who shall be entitled to all the privilege of the company except the privilege of voting at general meetings of the Company or voting at elections for the Board;
- (ea) Temporary Members, being persons authorized to fly an ex-military, historic or replica aircraft, who shall be entitled to the privileges of the Company for a fixed period no greater than 3 months. They shall not be entitled to the privilege of voting at general meetings of the Company or voting at elections for the Board;

- (eb) Junior Members, being persons too young to hold a pilot's licence under Civil Aviation Safety Regulations or any legislation which amends or replaces those regulations, who wish to support the objects of the company. They shall be entitled to specific privileges of the Company as defined by the Company's Board of Directors from time to time. They shall not be entitled to the privilege of voting at general meetings of the Company or voting at elections for the Board.
- (f) Honorary Members, being persons admitted at the discretion of the Board, who shall not be entitled to attend or to vote at any general meeting of the Company and who shall not be entitled to be elected to the Board, but in all other respects shall be entitled to all the rights and subject to all the duties of members of the Company; and
- (g) Life Members, being members of the company having rendered exceptional service to the Company and having been elected by a general meeting of the Company, who shall have all the privileges of the Company.

9.2 The members are –

- (a) all members of the Company in good standing at the time of the adoption of this Constitution; and,
- (b) any other persons the directors admit to membership in accordance with this Constitution.

9.3 The application for membership must be in the form prescribed by the Board.

9.4 At the next Board meeting after the receipt of an application for membership, the Board must consider the application and decide whether to admit or reject the admission of the applicant. The directors need not give any reason for rejecting an application.

10. FEES AND SUBSCRIPTIONS

- 10.1 The entrance fee payable by members of the Company shall be such as the Company in general meeting shall from time to time prescribe, provided that from the adoption of this Constitution until the Company shall otherwise resolve the entrance fee for all members other than Honorary or Life Members shall be \$10 (excluding GST).
- 10.2 From the adoption of this Constitution until the Company in general meeting otherwise resolves, the annual subscription dues from members shall be set by the Board of Directors at levels deemed appropriate to support the ongoing functions of the Company.

11. CESSATION OF MEMBERSHIP

- 11.1 If the subscription of a member shall remain unpaid for a period of two calendar months after it becomes due then the member may after notice of the default shall have been sent to the member by the Secretary or the Treasurer be deemed to have resigned at the expiration of 14 days from the date of service of the notice.
- 11.2 A member who pays all arrears of subscription and such further fee as may be determined by the Board shall upon payment have his or her membership reinstated.
- 11.3 A person immediately ceases to be a member if the person:
- (a) dies;
 - (b) resigns as a member by giving written notice to the Company;
 - (c) becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under a law relating to mental health;
 - (d) becomes bankrupt or insolvent or makes any arrangement or composition with his or her creditors;
 - (e) is expelled under clause 11.4; or
 - (f) becomes, if the Board so decides in their absolute discretion, an untraceable member because the person has ceased to reside at, attend or otherwise communicate with his or her registered address.
- 11.4 The Board may by resolution expel a member from the Company if, in their absolute discretion, they decide it is not in the interests of the Company for the person to remain a member.
- 11.5 If the Board intends to propose a resolution under clause 11.4, at least one week before the meeting at which the resolution is to be proposed, it must give the member written notice:
- (a) stating the date, place and time of the meeting;
 - (b) setting out the intended resolution and the grounds on which it is based; and
 - (c) informing the member that he or she may attend the meeting and may give an oral or written explanation or submission before the resolution is put to the vote.

12. GENERAL MEETINGS

12.1 Calling general meetings

- (a) The Board may call and arrange to hold a general meeting whenever it thinks fit.
- (b) A general meeting may be called and arranged to be held only as provided by this clause 12.1 or in accordance with the Law.
- (c) The Board may change the venue for, postpone or cancel a general meeting, unless the meeting is called and arranged to be held by the members or the court under the Act.

12.2 Notice of general meetings

- (a) Notice of every general meeting must be given in any manner authorised by clause 19 to every member entitled to vote, except a member who has not supplied the Company with an address in Australia for giving notices.

No other person is entitled to receive notice of general meetings.

- (b) A notice of a general meeting must:
 - (1) specify the date, time and place of the meeting; and
 - (2) except as provided by the Act, state the general nature of the business to be transacted at the meeting.
- (c) A person may waive notice of a general meeting by written notice to the Company.
- (d) The non-receipt of notice of a general meeting or proxy form by, or a failure to give notice of a general meeting or a proxy form to, any person entitled to receive notice of a general meeting under this clause 12.2 does not invalidate any act, matter or thing done or resolution passed at the general meeting if:
 - (1) the non-receipt or failure occurred by accident or error; or
 - (2) before or after the meeting, the person:
 - (A) has waived or waives notice of that meeting under clause 12.2(c); or
 - (B) has notified or notifies the Company of the person's agreement to that act, matter, thing or resolution by written notice to the Company.
- (e) A person's attendance at a general meeting waives any objection that person may have to:
 - (1) a failure to give notice, or the giving of a defective notice, of the meeting unless, at the beginning of the meeting, the person objects to the holding of the meeting; and

- (2) the consideration of a particular matter at the meeting which is not within the business referred to in the notice of the meeting, unless the person objects to considering the matter when it is presented.

12.3 Quorum at general meetings

- (a) No business may be transacted at a general meeting, except the election of a chairperson and the adjournment of the meeting, unless a quorum of members is present when the meeting proceeds to business.
- (b) A quorum consists of fifteen (15) members entitled to vote present in person or by proxy.
- (c) If a quorum is not present within 30 minutes after the time appointed for a general meeting:
 - (1) where the meeting was convened on the requisition of members, the meeting must be dissolved; or
 - (2) in any other case:
 - (A) the meeting stands adjourned to the day, and at the time and place, that the directors decide or, if the directors do not make a decision, to the same day in the next week at the same time and place; and
 - (B) if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting must be dissolved.

12.4 Chairperson of general meetings

- (a) The President must (if present within 15 minutes after the time appointed for the meeting and willing to act) preside as chairperson at each general meeting.
- (b) If at a general meeting:
 - (1) there is no President;
 - (2) the President is not present within 15 minutes after the time appointed for the meeting; or
 - (3) the President is present within that time but is not willing to act as chairperson of the meeting,

the members present must elect as chairperson of the meeting:

- (4) another director who is present and willing to act; or
- (5) if no other director present at the meeting is willing to act, a member who is present and willing to act.

12.5 Conducting and adjourning general meetings

- (a) A question arising at a general meeting relating to the order of business, procedure or conduct of the meeting must be referred to the chairperson of the meeting, whose decision is final.
- (b) The chairperson of a general meeting may, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting except the business left unfinished at the meeting from which the adjournment took place.
- (c) Where a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for an original meeting.
- (d) Except as provided by clause 12.5(c), it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- (e) Where a meeting is adjourned, the directors may change the venue of, or postpone or cancel, the adjourned meeting, unless the meeting was called and arranged to be held by the members or the court under the Law.

12.6 Decisions at general meetings

- (a) Except where by law a resolution requires a special majority, questions arising at a general meeting must be decided by a majority of votes at the meeting. Such a decision is for all purposes a decision of the members.
- (b) Where the votes on a proposed resolution are equal:
 - (1) the chairperson of the meeting does not have a second or casting vote; and
 - (2) the proposed resolution is taken as lost.
- (c) A resolution put to the vote of a general meeting must be decided on a show of hands unless, before the vote is taken or before or immediately after the declaration of the result of the show of hands, a poll is demanded by:
 - (1) the chairperson of the meeting; or
 - (2) at least 2 members present and with the right to vote on the resolution.
- (d) A demand for a poll does not prevent a general meeting continuing for the transaction of any business except the question on which the poll has been demanded.
- (e) Unless a poll is duly demanded, a declaration by the chairperson of a general meeting that a resolution has on a show of hands been carried or carried unanimously, or carried by a particular majority, or lost, and an entry to that effect in the book containing the minutes

of the proceedings of the company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

- (f) If a poll is duly demanded at a general meeting, it must be taken in such manner, and either at once or after an interval or adjournment or otherwise, as the chairperson of the meeting directs. The result of the poll is the resolution of the meeting at which the poll was demanded.
- (g) A poll demanded at a general meeting on the election of a chairperson of the meeting or on a question of adjournment must be taken immediately.
- (h) The demand for a poll may be withdrawn.

12.7 Voting rights

- (a) Subject to this constitution and to any rights or restrictions attached to any class of membership, at a general meeting every member present in person or by proxy has one vote.
- (b) A proxy is entitled to a separate vote for each member the person represents, in addition to any vote the person may have as a member in his or her own right.
- (c) An objection to the qualification of a person to vote at a general meeting must be:
 - (1) raised before or at the meeting at which the vote objected to is given or tendered; and
 - (2) referred to the chairperson of the meeting, whose decision is final.
- (d) A vote not disallowed by the chairperson of a meeting under clause 12.7(c) is valid for all purposes.

12.8 Representation at general meetings

- (a) Subject to this Constitution, each member entitled to vote at a meeting of members may vote:
 - (1) In person or, where a member is a body corporate, by its representative; or
 - (2) by proxy; or
- (b) A proxy or representative may, but need not, be a member of the Company.
- (c) A proxy or representative may be appointed for:
 - (1) all general meetings;

- (2) any number of general meetings; or
 - (3) a particular general meeting.
- (d) Unless otherwise provided in the instrument, an instrument appointing a proxy or representative is taken to confer authority:
- (1) to agree to a meeting being convened by shorter notice than is required by the Act or by this Constitution;
 - (2) to speak to any proposed resolution on which the proxy or representative may vote;
 - (3) to demand or join in demanding a poll on any resolution on which the proxy or representative may vote;
 - (4) even though the instrument may refer to specific resolutions and may direct the proxy or representative how to vote on those resolutions:
 - (A) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
 - (B) to vote on any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the meeting; and
 - (C) to act generally at the meeting; and
 - (5) even though the instrument may refer to a specific meeting to be held at a specified time or venue, where the meeting is rescheduled or adjourned to another time or changed to another venue, to attend and vote at the re-scheduled or adjourned meeting or at the new venue.
- (e) An instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution. Where an instrument contains such a direction, the proxy is not entitled to vote on the proposed resolution except as directed in the instrument.
- (f) Subject to clause 12.8(g), an instrument appointing a proxy or need not be in any particular form as long as it is in writing, legally valid and signed by the appointer or the appointer's attorney.
- (g) A proxy or attorney may not vote at a general meeting or adjourned meeting or on a poll unless the instrument appointing the proxy or attorney, and the authority under which the instrument is signed or a certified copy of the authority, are received in the places or at the facsimile numbers or electronic addresses notified by the Company, and before the times, specified for that purpose in the notice calling the meeting. In the notice:
- (1) the place may be the Company's office or another place, a facsimile number may be the facsimile number at the company's office or another facsimile number and

an electronic address may be the Company's usual electronic address or another electronic address; and

- (2) the time may be before the time for holding the meeting or adjourned meeting.
- (h) The Board may waive all or any of the requirements of clauses 12.8(f) and
- (g) and in particular, may, on production of any other evidence the Board requires to prove the validity of the appointment of a proxy or attorney, accept:
 - (1) an oral appointment of a proxy or attorney;
 - (2) an appointment of a proxy or attorney which is not signed or executed in the manner required by clause 12.8(f); or
- (i) the deposit, tabling or production of a copy (including a copy sent by fax) of an instrument appointing a proxy.
- (j) A vote given in accordance with the terms of an instrument appointing a proxy is valid despite the revocation of the instrument if the Company has not received written notice of revocation by the time and at one of the places at which the instrument appointing the proxy is required to be received under clause 12.8(g).
- (k) The appointment of a proxy is not revoked by the appointer attending and taking part in the general meeting but, if the appointer votes on a resolution, the proxy not entitled to vote, and must not vote, as the appointer's proxy on the resolution.

13 BOARD OF DIRECTORS

- 13.1 The Board of Directors ("The Board") shall comprise 8 members elected by the members plus any Executive Directors appointed by the Board under clause 13.6.
- 13.2 The Board may resolve that the election of the directors at each annual general meeting shall take place by postal ballot.
 - (a). the postal ballot may be conducted by use of facsimile transmission, electronic means or by post in accordance with clause 19 of this Constitution,
 - (b) The Board must ensure that nominations are called for no later than 42 days before the relevant annual general meeting and the period for receipt of nominations will close 28 days before the relevant annual general meeting.
 - (c) The Board must ensure details of the postal ballot and a list of nominated candidates are forwarded to all members eligible to vote no later than 21 days before the relevant annual general meeting.

- (ca) Completed postal ballots must be forwarded to the Secretary by no later than 3 calendar days before the relevant annual general meeting.
 - (d) To avoid doubt, under no circumstances shall a person who has cast a postal vote be entitled to a second vote at an election of directors, whether on a show of hands or on a poll.
- 13.3 The office bearers of the Company shall consist of a President, a Vice- President, a secretary and a Treasurer, all of whom shall be appointed by the Board from amongst the 8 members.
- 13.4 A director shall serve for the period from the annual general meeting at which he or she was elected until the second annual general meeting after his or her election, but will be eligible for re-election at that second annual general meeting.
- 13.5 The Board may appoint any member as a director to fill a casual vacancy.
- 13.6 In addition to the circumstances prescribed by the Act, the office of a director becomes vacant if the director:
- (a) becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under the law relating to mental health;
 - (b) becomes bankrupt or insolvent or makes an arrangement or composition with his or her creditors generally;
 - (c) is convicted on indictment of an offence and the directors do not within one month after that conviction resolve to confirm the director's election to the office of director;
 - (d) resigns by written notice to the Company; or
 - (e) for more than six (6) months is absent without the permission of the Board from meetings of the Board held during that period.
- 13.7 The Board may appoint as Executive Directors any person the Board appoints to the offices of Chief Executive Officer or of Director of Safety Administration. Any person so appointed will automatically cease to be an Executive Director when they cease to be appointed to the office which enabled them to be appointed as an Executive Director. Except as otherwise provided in this Constitution, Executive Directors shall have all the rights and obligations of other directors.

13.8 Powers and duties of the Board

- (a) The Board is responsible for managing the Company's business and affairs and may exercise to the exclusion of the Company in general meeting all the Company's powers which are not required, by the Act or by this Constitution, to be exercised by the Company in general meeting.
- (b) Without limiting clause 13.7(a), the Board may exercise all the Company's powers to:
 - (1) borrow or otherwise raise money;
 - (2) charge any property or business of the Company; and
 - (3) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.
- (c) The Board may decide how cheques, promissory notes, bankers drafts, bills of exchange or other negotiable instruments must be signed, drawn, accepted, endorsed or otherwise executed (as applicable) by or on behalf of the company.
- (d) The Board may pay out of the Company's funds all expenses of the promotion, formation and registration of the Company and the vesting in it of the assets acquired by it.
- (e) The Board may:
 - (1) appoint or employ a person to be an officer, agent or attorney of the company for the purposes, with the powers, discretions and duties (including powers, discretions and duties vested in or exercisable by the directors), for the period and on the conditions they think fit;
 - (2) authorise an officer, agent or attorney to delegate all or any of the powers, discretions and duties vested in the officer, agent or attorney; and
 - (3) subject to any contract between the Company and the relevant officer, agent or attorney, remove or dismiss any officer, agent or attorney at any time, with or without cause.
- (f) A power of attorney may contain any provisions for the protection and convenience of the attorney or persons dealing with the attorney that the directors think fit.

13.9 Proceedings of the Board

- (a) The Board may meet and adjourn and otherwise regulate its meetings as it thinks fit.
- (b) The contemporaneous linking together by telephone or other electronic means of a sufficient number of the directors to constitute a quorum constitutes a meeting of the Board. All the provisions in this Constitution relating to meetings of the Board apply, so

far as they can and with any necessary changes, to meetings of the Board by telephone or other electronic means.

- (c) A director who takes part in a meeting by telephone or other electronic means is taken to be present in person at the meeting.
- (d) A meeting by telephone or other electronic means is taken as held at the place decided by the chairperson of the meeting, as long as at least one of the directors involved was at that place for the duration of the meeting.

13.10 Quorum at Board meetings

- (a) No business may be transacted at a Board meeting unless a quorum of directors is present at the time the business is dealt with.
- (b) The quorum for a Board meeting shall be a majority of directors, not including Executive Directors. If there are insufficient elected directors to constitute a quorum, the remaining directors must act as soon as possible to:
 - (1) increase the number of directors to a number sufficient to constitute a quorum and to satisfy the minimum number of directors required under this Constitution;
 - (2) convene a general meeting of the company for that purpose, and, until that has happened, may only act if and to the extent that there is an emergency requiring them to act.

13.11 Chairperson of the Board

- (a) The President is to be the Chairperson of the Board.
- (b) If the President is absent from a Board meeting the Vice-President, or in the absence of the Vice-President another director elected by the Board, shall chair the meeting.

13.12 Decisions of directors

- (a) A meeting of the Board at which a quorum is present may exercise all the powers and discretions vested in or exercisable by the directors under this Constitution.
- (b) Questions arising at a meeting of the Board must be decided by a majority of votes cast by the directors present. Such a decision is for all purposes a decision of the Board.
- (c) The Chairperson or Acting Chairperson shall have a deliberative vote only. Where the votes on a proposed resolution are equal:
 - (1) the chairperson of the meeting does not have a second or casting vote; and

- (2) the proposed resolution is taken as lost.

13.13 Written resolutions

- (a) If:
 - (1) a majority of the directors' assent to a document containing a statement to the effect that an act, matter or thing has been done or resolution has been passed; and
 - (2) the directors who assent to the document would have constituted a quorum at a meeting of directors held to consider that act, matter, thing or resolution, then that act, matter, thing or resolution is taken as done at or passed by a Board meeting.
- (b) For the purposes of clause 13.12(a):
 - (1) the meeting is taken as held:
 - (A) if the directors assented to the document on the same day, on the day on which the document was assented to and at the time at which the document was last assented to; or
 - (B) if the directors assented to the document on different days, was last assented to;
 - (2) 2 or more separate documents in identical terms, each of which is assented to by one or more directors, are taken as constituting one document; and
 - (3) a director may signify assent to a document by signing the document or by notifying the company of the director's assent in person or by post, telephone, fax or other electronic means.
- (c) Where a director signifies assent to a document otherwise than by signing the document, the director must as confirmation sign the document at the next meeting of the directors that director attends, but failure to do so does not invalidate the act, matter, thing or resolution to which the document relates.

13.14 Board Committees

- (a) The Board may delegate any of its powers to one or more committees consisting of the number of directors or members it sees fit.
- (b) A committee to which any powers have been delegated must exercise the powers delegated in accordance with any directions given by the Board.
- (c) The provisions of this Constitution that apply to meetings and resolutions of the Board apply, so far as they can and with any necessary changes, to meetings and resolutions of a Board Committee.

13.15 Delegation to individual directors

- (a) The Board may delegate any of its powers to one director.
- (b) A director to whom any powers have been delegated must exercise the powers delegated in accordance with any directions given by the directors.

13.16 Validity of acts

An act done by a person acting as a director, a Board meeting, or a Board Committee attended by a person acting as a director, is not invalidated merely because of:

- (a) a defect in the appointment of the person as a director;
- (b) the person being disqualified to be a director or having vacated office; or
- (c) the person not being entitled to vote,

if that circumstance was not known by the person, the Board or the Board Committee (as applicable) when the act was done.

13.17 Material personal interest - Director's duty to disclose

- (a) Unless an exception under section 191 of the Act applies, if a Director has a material personal interest in a matter that relates to the affairs of the Company, a Director must give the other Directors notice of the interest.
- (b) The notice required by clause 13.17 must:
 - (1) include details of:
 - (A) the nature and extent of the interest; and
 - (B) the relation of the interest to the affairs of the Company; and
 - (2) be given at a Directors' meeting as soon as practicable after the Director becomes aware of their interest in the matter.

13.18 Director may give standing notice about an interest

A Director with a material personal interest in a matter that relates to the affairs of the Company may give standing notice of this ongoing interest in accordance with clause 13.17 and section 192 of the Act.

13.19 Voting and completion of transactions in which a Director has a material personal interest
A Director who has a material personal interest in a matter that is being considered at a Director's meeting must not:

- (a) be present while the matter is being considered at the meeting; or
- (b) vote on the matter; unless:
- (c) the interest does not need to be disclosed under section 191 of the Act; or
- (d) the Directors who do not have a material personal interest in the matter pass a resolution that:
 - (1) identifies the Director, the nature of their interest in the matter and its relation to the affairs of the Company; and
 - (2) states that the Directors are satisfied that the interest should not disqualify the Director from voting or being present.

14 SEAL

- 14.1 Unless the Board makes a determination to the contrary, the Company shall not have a common seal.
- 14.2 A document shall be validly executed and shall be binding upon the Company if it is signed by any two Directors.
- 14.3 The Board may at any time determine that the Company shall have a Common Seal
- 14.4 The Board shall provide for the safe custody of the seal and shall only use the seal by the authority of the Board.
- 14.5 The affixing of the seal shall be sufficient and shall bind the Company if it shall be affixed in the presence of one Director who shall sign every instrument to which the seal is affixed and every such instrument shall be counter-signed by another Director.
- 14.6 Directors may affix the seal to or sign any instrument on behalf of the Company notwithstanding that the Directors may be in any way interested in the transaction.

15 ACCOUNTS

- 15.1 The Board shall cause proper accounting and other records to be kept and shall cause copies of every profit and loss account and balance sheet (including every document required by the Act to be attached thereto) to be available to every member.
- 15.2 The Board shall cause to be made out and laid before each Annual General Meeting a balance sheet and profit and loss account made up to the end of the Company's financial year but in no case shall that date be more than five months before the date of the meeting.
- 15.3 The Board shall from time to time determine at what times and places and under what conditions and regulations the accounting and other records of the Company shall be open to the inspection of members provided that all members shall have reasonable opportunity to inspect those records.

16 INDEMNITY

- 16.1 Except to the extent that it is prohibited from doing so by the Act, the Company may indemnify every person who is or has been an officer of the Company against any liability or loss incurred by him or her in that capacity.
- 16.2 Except to the extent that it is prohibited from doing so by the Act, the Company may pay or agree to pay a premium in respect of a contract insuring any officer of the Company from and against any liability.

17 MEDIATION

In the event that a dispute shall arise between the Directors or between the Directors and a member or between the Company and a member concerning the affairs of the Company, the parties must attempt to resolve the dispute by mediation as follows:

- 17.1 Either party may start mediation by serving a mediation notice on the other.
- 17.2 The notice must state that a dispute has arisen and identify what is in dispute.
- 17.3 The parties must jointly appoint a Mediator. If the parties fail to agree on the appointment within seven days of service of the notice, upon the application of either party, a Mediator will be appointed by the Secretary for the time being of the Law Institute or Law Society (as the case requires) of the State or Territory in which the Company has its registered office.
- 17.4 The parties must observe the instructions of the Mediator about the conduct of the mediation, execute any written agreements that the Mediator may reasonably ask them to execute and make a genuine and determined effort to resolve the dispute.
- 17.5 If the dispute is not resolved within fourteen days after the Mediator is appointed or any other time that the parties are agreed to in writing, the mediation ceases.
- 17.6 The Directors and the members must as far as is reasonably practicable and provided to do so is not in breach of the Act maintain the status quo concerning the affairs of the Company whilst the mediation takes place.
- 17.7 No request for arbitration may be made nor any application made to a court of law except in the case that the status quo concerning the affairs of the Company is not maintained until such time as the parties have attended a mediation meeting.
- 17.8 Each party must pay an equal share of the cost of mediation to the Mediator.
- 17.9 If the dispute is resolved, each party must sign the terms of the agreement and the terms are binding on the parties.
- 17.10 The mediation procedure is confidential and written statements prepared for the Mediator or for a party and any discussions between the parties and between the parties and the Mediator before or during the mediation procedure cannot be used in any legal

proceedings. The Mediator shall destroy any notes made during the mediation at the end of the mediation.

18 NOTICES

18.1 A notice may be given by the company to a member by:

- (a) delivering it to the member personally;
- (b) sending it to the member's facsimile number or electronic address, if the member has nominated one to the company for receipt of notices); or
- (c) posting it by prepaid post to the member's registered address.

18.2 A notice is taken as given by the company and received by the member:

- (a) if delivered, at the time of delivery;
- (b) if sent by facsimile, when the company receives a confirmation report that all pages of the facsimile have been transmitted to the member's facsimile number, but if transmission or receipt is after 5.00 pm, it is taken as received on the next business day;
- (c) if sent by electronic means, on the next business day; and
- (d) if posted, on the second business day after it was posted.

19 BY-LAWS AND REGULATIONS

19.1 The Company may at a general meeting pass a resolution (not being a special resolution) making, altering or revoking a by-law or regulation dealing with the:

- (a) rights and obligation of members, or
- (b) other matters which are not specified in this Constitution or the Act.

19.2 A by-law or regulation which, directly or indirectly, is inconsistent with a provision of this Constitution or the Act is invalid.

19.3 A copy of every alteration or addition made to the by-laws or regulations shall be displayed on the Company's website.

19.4 The Board is the sole authority for interpreting the by-laws and regulations.

20 INTERPRETATION

In this Constitution:

“**The Act**” means the Corporations Act in force from time to time

“**Ex-military aircraft**” means -

- (a) A version of an aircraft that has been manufactured in accordance with the requirements of, and accepted for use by, an armed force of any country, whether or not it has been used by that force; or
- (b) A particular aircraft to which sub-clause (a) of this definition does not apply and which has been operated by an armed force of any country.

“**Historic aircraft**” means -

- (a) An aircraft that was manufactured before 1 January 1960; or
- (b) An Australian manufactured aircraft of a type that is no longer being manufactured; or
- (c) A replica of an aircraft mentioned in sub-clauses (a) and (b) of this definition; or
- (d) An aircraft prescribed pursuant to Part 132 of the Civil Aviation Safety Regulations.

“**Replica aircraft**” means an aircraft that is a replica aircraft built to the same proportions as the original aircraft and its design and construction is based on the original design standards and construction methods. Such an aircraft may include the use of substitute engines or materials if required in the interests of improved aviation safety or if the original engines and materials are no longer available.

“**Warbird**” means an ex-military aircraft.