

CORPORATIONS ACT A PUBLIC COMPANY LIMITED BY GUARANTEE THE CONSTITUTION

1. The name of the Company is *Victorian Poultry Fanciers Association Ltd.*

ALTERATION TO COMPANY NAME

2. The name of the Company may altered or changed by a Special Resolution passed by a meeting of the "A" class members.

REGISTERED OFFICE

3. The registered office of the Company will be located at such place within Australia as the Directors may from time to time determine.

DEFINITIONS AND INTERPRETATIONS

4. In this Constitution unless there is something in the subject or context inconsistent: "Affiliate" means a club with kindred interests who is registered with the Company as an affiliate and has paid the prescribed fee for affiliation. "Alternate Director" means any person who for the time being holds office as an Alternate Director duly appointed in accordance with this Constitution. "Class A Membership" and "Class B Membership" each has the meaning given in Section 7 of this Constitution, and "Class A Member" and "Class B Member" have the corresponding meaning. "Company" means *Victorian Poultry Fanciers Association Limited* "Constitution" means this constitution as originally adopted and from time to time amended, substituted or supplemented. "Corporations Act" means the Corporations Act 2001 as in force for the time being. "Directors" and "Board" mean the directors for the time being of the Company acting in accordance with this Constitution. "Financial Year" means the financial year for the Company commencing on 1 September and expiring on the following 31 August. "in writing" or "written" means and includes words printed, lithographed represented, or reproduced in any mode in a visible form. "Life Member" means a Member who has been appointed in accordance with the Rules as a life member of the Company. "Member" means a member of the Company on the Register and "Membership" has the corresponding meaning. "Month" means a calendar month or a statutory month if compliance with the Corporations Act is required. "Objectives" means the objectives of the Company specified in clause 6.3. "Register" means the register of members to be kept by the Company pursuant to the Corporations Act. "Registered Exhibitor Member" means a Member who is currently registered with the Company in accordance with the Rules as an exhibitor of poultry. "Registered Office" means the registered office for the time being of the Company. "Rules" means such rules as may be created by the Board from time to time for the orderly implementation of the Objectives. "Secretary" means any person appointed to perform the duties of a Secretary of the Company. "Special Resolution" has the meaning given to that term by the Corporations Act. "Terms of Membership" mean the terms and conditions of membership of any class of Members as laid down by the Directors in accordance with this Constitution.

5. **5.1** Words importing the singular mean and include the plural and vice versa and each gender means and include every other gender.
5.2 The headings in this Constitution do not form part of this Constitution and do not affect its interpretation and a reference to a clause in this Constitution is a reference to a clause of this Constitution.

LEGAL CAPACITY AND OBJECTIVES OF THE COMPANY

6. The Company:
6.1 has the legal capacity and powers of an individual, except that the Company does not have the power to issue shares or other like securities;

- 6.2 without limiting clause 6.1, is to be conducted as a non-profit company;
- 6.3 without limiting clause 6.1, has the following objectives:-
- 6.3.1 to promote in every way the general improvement of the standard, breeding and exhibition of poultry.
 - 6.3.2 to draw up and provide rules:
 - 6.3.2.1 under which the Company or any duly elected Committee or Sub-Committee may approve show dates;
 - 6.3.2.2 for regulating all affiliated shows; and
 - 6.3.2.3 for any purpose connected with the objects of the Company.
 - 6.3.3 to protect the interests of exhibitors at shows of poultry.
 - 6.3.4 to approve and publish standards for the various breeds of poultry.
 - 6.3.5 to create facilities for the education of fanciers on poultry matters by any other means.
 - 6.3.6 to draw up rules for the affiliation of kindred bodies and to grant, withhold or cancel affiliation in accordance with the rules of the Company.
 - 6.3.7 to either give or contribute towards prizes, medals and awards in connection with shows of poultry.
 - 6.3.8 to afford means of reference for the amicable settlement of disputes between members and clubs and to prevent illegal and dishonest practices.
 - 6.3.9 to purchase, hire, make, provide, and maintain all kinds of real and personal property for the carrying out of the objects of the Company.
 - 6.3.10 to employ and hire services as required from time to time by the Company.
 - 6.3.11 to subscribe to, and become associated or affiliated with, any other bodies whose objects are kindred to the objects of the Company.
 - 6.3.12 to legislate, to make rules, regulations and/or by-laws, and to do all other acts, matters and things, as may be necessary or expedient to promote all or any of the objects of the Company or matters incidental thereto.
 - 6.3.13 to levy fees for registration of exhibitors, or for any other purpose which is desirable to carry out the objects of the Company or any of them.
 - 6.3.14 to hear appeals from exhibitors or from members of affiliated bodies, whose poultry have been disqualified or penalised by affiliated bodies.
 - 6.3.15 to appoint a Committee called the Australian Poultry Standards Committee. The role of this Committee is to oversee the publication and distribution of the Australian Poultry Standards and any other published works being the property of the Company, and all other matters pertaining thereto. This Committee is to number no less than 3 and no more than 6 persons, a simple majority of whom must be Directors of the Company. Membership of this Committee shall be for three year terms commencing February 2011. This Committee must report to the Board at least quarterly or as directed by the Board.
 - 6.3.16 to appoint a Committee called the Exhibitors Fund Committee. The role of this Committee is to recommend distribution by the Board to affiliated Clubs, the residue (if any) of the 55% interest earned by the Exhibitors Account and paid into the General Working Account each financial year. This Committee is to be three persons, two Directors and one Class A Member of the Company. Membership of this Committee shall be for three year terms commencing February 2011. This Committee must report to the Board at least annually or as directed by the Board.
 - 6.3.17 to appoint other Committees and Sub-Committees and to delegate such powers as are considered expedient for the carrying out of the objects of the Constitution and Rules of the Company.

MEMBERSHIP OF THE COMPANY

7. 7.1 The Membership is to be divided into the following classes, consisting of the following type of Members, and having the following rights:

CLASS	TITLE	RIGHTS
Class "A" Membership	Registered Exhibitor members. Life Members	Full rights given to members under this constitution
Class "B" membership	Members under 16 years of age as at start of the calendar year	Right to attend but not vote at meetings of members. (Ineligible to stand as a director)

- 7.2 Further classes of Members may be designated in such fashion as the Directors deem fit subject always to the provisions of this Constitution.

8. Apart from:

- 8.1 a Director's reasonable remuneration or the reimbursement of any expenses incurred by a Director, and

8.2 a Member's reimbursement for reasonable expenses incurred in the promotion of the

Objectives

no Member is entitled at any time to any distribution, dividend or return from the capital, assets or profits of the Company nor is any Member entitled to participate in any surplus assets or profits of the Company on a winding up or reconstruction of any nature whatever of the Company. Membership does not confer on a Member any interest in the assets of the Company

9. A person may become a member of more than one class and, subject to anything else contained in this Constitution or the Terms of Membership, a person's membership of one class will not terminate or lapse as a consequence of the termination or lapsing of membership of another category or class.

10. Without prejudice to any special rights conferred on any Member or class of Members and subject to other provisions of this Constitution, the Directors may from time to time set out the Terms of Membership applying to each class or each Member with such preferred deferred or other special rights or such restrictions or obligations as the Directors think fit.

11. At the first meeting of the Directors after the adoption of this Constitution, the Directors may divide the subscribers to this Constitution into the various classes of Members and thereupon that division will regulate the rights of such Members until varied pursuant to this Constitution.

12. The rights or privileges conferred on the holders of any class of Members must not be varied or considered as varied unless done so in accordance with the provisions of the Corporations Act.

13. Without limiting the generality of the above, the admission of further Members to any class of Membership will not be taken as a variation or abrogation of the rights so conferred on the other Members of that class of Membership.

LIABILITY AND GUARANTEE OF MEMBERS

14. The liability of all Members is limited in accordance with clause 15. **15.** Each Member undertakes by way of guarantee to contribute an amount not exceeding One Dollar (\$1.00) to the Company's property as is sufficient to pay the Company's debts and liabilities contracted before the Membership ends and of the costs, charges and expenses of winding up if the Company is wound up either during the Membership or within twelve (12) months after the Membership ends.

AGMs AND GENERAL MEETINGS

16. The Company shall hold an annual general meeting (AGM) within eighteen (18) months after its registration.

17. The Company shall hold an AGM at least once in each calendar year and within five (5) months after the end of the Financial Year and an AGM held to satisfy this clause may also satisfy the foregoing clause.

18. The Company is not required to hold an AGM if there is only one (1) Member.

19. The Company's annual financial report, directors' report and auditor's report for the last financial year that ended before an AGM shall be laid before the AGM except where the first AGM is held before the end of its first financial year.

20. **20.1** An AGM shall be held at such place and at such time as determined by the Directors but must be called and held in accordance with the provisions of the Corporations Act.

20.2 The business of an AGM may, subject to this Constitution, include any of the following even if not referred to in the notice of the meeting:

20.2.1.1 the consideration of the annual financial report, directors' report and auditor's report; 20.2.2.2 the election of directors (or reporting to the meeting of the result of the election if it has already occurred by way of a postal vote of "A" class members).

20.2.3 the appointment of the auditor;

20.2.4 the fixing of the auditor's remuneration

20.2.5 the consideration of any notices of motion received by the Secretary at least 35 days prior to the AGM.

20.3 The chairperson of an AGM is to allow a reasonable opportunity for the Members as a whole at the meeting to ask questions about or make comments on the management of the Company or any proposed resolution.

20.4 If the Company's auditor or their representative is at an AGM, the chairperson must allow a reasonable opportunity for the Members as a whole at the meeting to ask the auditor or their representative questions relevant to the conduct of the audit and the preparation and content of the auditor's report.

21. All meetings of Members other than the AGMs are called general meetings and any of the Directors may call a general meeting but the Directors shall convene a general meeting on such requisition by the Members as provided in the Corporations Act.

22. At least twenty (21) days notice shall be given of an AGM or a general meeting except that:

22.1 an AGM may be called on shorter notice if all the Members entitled to attend and vote at the AGM agree beforehand; and

22.2 a general meeting may be called on shorter notice if the Members with at least 95% of the votes that may be cast at the Meeting agree beforehand, but in any case, at least thirty (30) days notice must be given to pass a resolution to:

22.2.1 remove any Director under section 203D of the Corporations Act;

22.2.2 appoint a Director in place of any Director removed under section 203D of the Corporations Act;

22.2.3 remove an auditor of the Company under section 329 of the Corporations Act.

23 All notices of meetings must be given individually to:

23.1 every Member entitled to vote at the meeting;

23.2 every Director; and

23.3 the auditor of the Company, and each notice must:

23.4 set out the place, date and time for the meeting (and, if the meeting is to be held in two (2) or more places, the technology that will be used to facilitate the meeting);

23.5 state the general nature of the meeting's business; and

23.6 if any Member is entitled to appoint a proxy, contain a statement setting out the following information:

23.6.1 that the Member has a right to appoint a proxy;

23.6.2 whether or not the proxy needs to be a Member.

PROCEEDINGS AT MEETINGS OF MEMBERS

24. The quorum for an AGM or general meeting is 20 Class "A" Members who were entered into the Company's register of current financial members at least 30 days prior to the date of the meeting. No business must be transacted at any meeting without the quorum.

25. An AGM or a general meeting that does not have a quorum present within thirty (30) minutes (or such other time as specified from time to time by all the Directors) after the time for the meeting set out in the notice of meeting will be adjourned to the date, time and place the Directors specify and if none specified, the meeting will be adjourned to:

25.1 if the date is not specified -the same day in the next week;

25.2 if the time is not specified- the same time; and

25.3 if the place is not specified- the same place,

A quorum for this adjourned AGM or general meeting will be a minimum of 5 of which one is a director, and if no quorum is again present within thirty (30) minutes (or such other time as specified by all the Directors in respect of the original meeting) after the specified time for the resumed meeting, then those Class A Members present at the adjourned meeting shall constitute a quorum.

26. The Director chairing the Board for the time being will be deemed to have been elected to chair every AGM and general meeting and if that Director is not present at the meeting or is unwilling to chair the meeting any Directors who are appointed by the Class "A" Members may take the Chair and if no such nominee director is present or willing to take the Chair then the Members present will elect one of their number to chair the meeting.

27 The Chairperson of any AGM or general meeting may with the consent of the meeting at which a quorum is present but shall if so agreed or directed by the Members present with a majority of votes adjourn the meeting and no business may be transacted after adjournment until the meeting is resumed.

27.1 If any meeting is to be adjourned for more than twenty-one (21) days the meeting may direct that a notice of the adjournment be given to all Members and the notice must contain the same information as the notice informing of the original meeting.

27.2 A resolution passed at a meeting resumed after an adjournment is taken to be passed on the day it was passed.

27.3 Only unfinished business of an adjourned meeting shall be transacted at a meeting resumed after the adjournment.

28. The Company may hold an AGM or a general meeting of its Members at two (2) or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

29. A resolution put to the vote at any AGM or general meeting is to be decided at first instance on a show of hands unless a poll is demanded. On a show of hands, a declaration by the chairperson of the meeting will be conclusive evidence of the result without that person or the minutes having to state the number or proportion of the votes recorded in favour or against.

30 A poll may be demanded on any resolution other than to elect the chairperson of the meeting or to adjourn the meeting and such demand may be withdrawn at any time before the poll is taken.

30.1 The poll may be demanded:

30.1.1 before a vote on a show of hands is taken;

30.1.2 before the voting results on a show of hands are declared; or **30.1.3** immediately after the voting results on a show of hands are declared-

30.2 A poll may be demanded by:

30.2.1 at least one (1) Class "A" Member entitled to vote on the resolution;

30.2.2 the person chairing the meeting.

30.3 A poll demanded shall be taken when and in the manner the chairperson of the meeting directs. (e) The demand of a poll will not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS

31. A challenge to a Member's right to vote at an AGM or a general meeting may only be made at the meeting and will be conclusively determined by the chairperson of the meeting.

32. On a show of hands, or a poll, a Member is only entitled to exercise one vote, and is only entitled to exercise that vote if the member was entered into the Company's Register of Members at least 30 days prior to the date of the meeting.

33. The chairperson of an AGM or a general meeting will have a casting vote in the event of an equality of votes at the meeting, whether on a show of hands or on a poll, except on the appointment of the Chair for the meeting.

THE DIRECTORS

34 **34.1** The number of Directors may be determined from time to time by the Board or the Class "A" Members provided that the Board is at all times constituted with not less than three (3), or more than fifteen (15) Directors.

34.2 To be eligible to nominate, second or stand for election as a director, a person must be a Class "A" member for a period of at least two years immediately prior to the date of the election."

35. **35.1** The Directors are to be appointed by postal ballot by Class "A" Members pursuant to their respective rights.

35.2 Directors are appointed for a term of 3 years, and the Board shall endeavour to stagger the appointments so that approximately one third of the Directors commence a new term in any given year.

35.3 Neither the Directors individually or the Board may appoint a temporary Director to fill a vacancy on the Board.

35.4 Should a director be unable to complete their term of appointment, a replacement Director may be appointed at an AGM for the duration of that term following a countback of nominees from the subsequent election.

36. The Directors are to be paid out of the funds of the Company such remuneration for their services as the Company at an AGM or a general meeting from time to time determine.

37. The Directors are to be reimbursed for their reasonable costs and expenses incurred in carrying out their functions and duties as directors of the Company.

38. Except as provided in the Corporations Act, any Director may in another capacity notwithstanding any rule of law or equity to the contrary:

38.1 be appointed to any office or place of profit under the Company;

38.2 be interested in any operation, contract, undertaking or business arrangement in which the Company may be engaged or concerned; or

38.3 vote in any resolution relating to such operation, contract, undertaking or business arrangement notwithstanding such interest except on any resolution regarding the interest of the Director, and the Director shall not be exposed to liability of any kind simply on the basis of such interest and shall not be bound to account for any

profits or gains made out of such interest provided in all cases the Director has at the relevant time fully and fairly disclosed any relevant interest to all the other Directors for the time being and unless it be shown that the Director has independently of that fact acted improperly in relation to the matter. 39. A Director is disqualified from holding office if the Director:

- 39.1 ceases to be a Director by virtue of the Corporations Act;
- 39.2 becomes bankrupt or enters into any arrangement with creditors generally;
- 39.3 becomes prohibited from being a Director by reason of any order made under the Corporations Act;
- 39.4 becomes of unsound mind or liable to be dealt with in any way under the law relating to mental health or the Director's estate is liable to be dealt with in anyway under such law; or
- 39.5 is absent from Board meetings without permission of the Board for a continuous period of six (6) months or more.

POWERS AND DUTIES OF DIRECTORS

- 40. The business of the Company is to be managed by the Directors who may exercise all powers of the Company and do all acts and things as may be exercised or done by the Company which are not by the Corporations Act or by this Constitution required to be exercised by the Company at a meeting of Members subject in all cases to the provisions of this Constitution and the provisions of the Corporations Act (in particular the rights of Class It A" Members).
- 41. The Directors may exercise at their discretion all powers of the Company to borrow money and to mortgage or charge its undertaking and property in such manner and upon such terms and conditions in all respects as they think fit.
- 42. The Directors must cause a proper register to be kept in accordance with the requirements of the Corporations Act of all mortgages and charges specifically affecting the property of the Company and duly comply with those requirements relating to registration.
- 43. If any Directors or any other persons become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed a charge or charges over the whole or any part of the assets of the Company by way of indemnity to secure that Director or person so becoming liable against any loss in respect of such liability.
- 44. The following rules apply to funds held, paid or received by the Company:
 - 44.1 The Company must maintain at least three bank accounts in the name of the Company with the following (or similar) names:
 - 44.1.1 The Australian Poultry Standards Account ("APS Account"), into which all receipts relating to any books and other materials defining poultry standards, published by the Company, must be deposited.
 - 44.1.2 The Exhibitors Account ("Exhibitors Account"), an investment account holding the capital received and accrued as a share of the sale of the former Brooks Hall.
 - 44.1.3 Another account ("General Working Account") for the everyday operations of the Company, into which all other payments must be deposited.
 - 44.2 Payments by the Company may only be made by cheque or funds transfer authorised as follows:
 - 44.2.1 Payments paid from the General Working Account must be approved by two authorised persons, one of whom must be the Treasurer and the other two of whom must be Directors.
 - 44.2.2 Payments paid from the APS Account must be approved by two authorised persons, one of whom must be the Treasurer, another of whom must be the Chairperson of the APS Committee and the other of whom must be another Director.
 - 44.2.3 Payments paid from the Exhibitors Account must be approved by two authorised persons one of whom must be the Treasurer, another of whom must be a member of the Exhibitors Fund Sub-committee and the other of whom must be another Director.
 - 44.2.4 Authorised persons may approve payment by signatures or electronically.
 - 44.3 Any Interest earned on the accounts must be paid back into those accounts, except in the case of the Exhibitors Account where 55 percent of the interest earned in any period is to be transferred to the General Working Account.
 - 44.4 No payment from either the APS Account or the Exhibitors Account may be made (excluding the transfer of interest referred to in the previous paragraph), if it would result in drawings during that Financial Year of more than 10 percent of the balance of that account as at the start of that Financial Year without either:
 - 44.4.1 the approval of two thirds of the Directors at a board meeting at which 90 percent of the Directors are present;
 - 44.4.2 or if such approval cannot be obtained, a Special Resolution (i.e., a vote of 75 percent of those present in person or by proxy) of the Class A Members of the Company.
 - 44.5 Receipts for money paid to the Company may be issued in such a manner as the Directors may from time to time determine.

PROCEEDINGS OF BOARD MEETINGS

- 45.** A Director may at any time (and the Secretary must on the request of a Director) convene a meeting of the Directors provided that reasonable notice of the meeting is individually given to every other Director unless known to the Board to be absent from Australia. A Board meeting may be called or held using any technology consented to by all the Directors and the consent may be a standing one provided that any Director may withdraw from the consent within a reasonable period before the meeting.
- 46.** The Directors shall elect one of their number to chair a Board meeting, or part of it, if:
- a. a chairperson of the Board has not already been appointed; or
 - b. the chairperson is not available or declines to act for the meeting or part of the meeting, and the Directors may in the absence of an appointment by Class "A" Members of a chairperson for the Board elect a Director to take the Chair for any period until an appointment is made by the Class "A" Members.
- 47.** A resolution of the Directors will be passed by a majority of the votes cast by Directors entitled to vote on the resolution and present at the meeting and in case of an equality of votes, the chairperson will have a casting vote in addition to a director's vote.
- 48.** The Board shall cause minutes to be recorded for:
- 48.1** all appointments of officers of the Company;
 - 48.2** names of Directors present at each Board meeting and each meeting of a committee of the Directors;
 - 48.3** names of Directors making any declarations or giving any notice pursuant to Part 20.1, Division 2 of the Corporations Act;
 - 48.4** all orders made by the Board and committees of the Directors;
 - 48.5** all resolutions and proceedings of general meetings; and
 - 48.6** all resolutions and proceedings of Board meetings and meetings of committees of the Directors, and any minutes of meeting purporting to be signed by the person chairing the meeting or by the person chairing the next successive meeting as having been approved in that successive meeting shall be taken as prima facie evidence of the matters recorded in such minutes.
- 49.** Every resolution and order of a meeting of Directors or a committee of Directors at which a quorum is present shall be deemed a resolution or order of all the Directors or of the committee as the case may be. A quorum for a meeting of Directors is a majority of the elected Directors entitled to attend and vote at that meeting.
- 50.** The continuing Directors may act notwithstanding any vacancy in the Board unless the necessary quorum is not attainable in which case the continuing Director(s) may only act to summon a general meeting of the Company or of the Class "A" Members to consider the appointment of additional Directors.
- 51.** The Directors may delegate any of their powers to committees consisting of such Directors as they think fit and any committee so formed must in the exercise of the powers so delegated conform to any policy or regulation that may from time to time be imposed by the Board. The meetings and proceedings of any such committee will be governed by the same provisions regulating the meetings and proceedings of the Board so far as the same are applicable.
- 52.** All acts done at any meeting of the Directors or of a committee of the Directors or by any Director will, notwithstanding that it be afterwards discovered that there was some defect in the appointment of such Director or Directors acting as aforesaid or that any of them was disqualified, be as valid as if every such Director had been duly appointed and qualified.
- 53.** The Directors may pass a resolution without a meeting being held if all the Directors entitled to vote on the resolution sign a document or separate copies of the same document containing a statement that they are in favour of the resolution set out in the document.

ALTERNATE DIRECTORS

- 54.** Any Director may nominate any person approved by the Board for this purpose to act as Alternate Director subject to the Directors own discretion to suspend or remove such Alternate Director. An Alternate Director will have the same rights and

powers and be subject in all respects to the same terms and conditions as exist with reference to the other Directors and each Alternate Director while acting in place of the Director must observe and discharge all the duties of such Director.

55. Any appointment, suspension or removal of an Alternate Director must be effected by written notice by the Director making the same and served on the Board by personal delivery to the Company or by such alternative service acceptable to the Board from time to time.

56. Every person acting as an Alternate Director is responsible to the Company for the Alternate Director's acts and defaults (if any) and will not be or be deemed to be the agent of the Director who nominated that Alternate Director.

57. An alternate Director may be remunerated as the Directors determine or from time to time determine.

MANAGING DIRECTOR

58. Class "A" Members may from time to time appoint one or more of the Directors to act as Managing Director(s) of the Company for such period and on such terms as they think fit, and subject to the terms of any agreement entered into in any particular case may revoke any such appointment. In the absence of a managing director appointed by the Class "A" Members or in any other case with the consent of all the Class "A" Members, the Directors may appoint one or more of their number as Managing Director(s) of the Company in the same manner as provided under paragraph (a) above.

59. A Managing Director (subject to the terms of any agreement entered into in any particular case) is subject to the same provisions as to resignation and removal as the other Directors of the Company and will immediately cease to be a Managing Director on cessation of office as a Director.

60. The remuneration of a Managing Director (subject to the terms of any agreement entered into in any particular case) from time to time will be fixed by the Directors and may be by way of salary or commission or participation in profits or partly in one way and partly in another subject always to the requirements of any law.

61. The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by the Directors as they think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient and either collaterally with or to the exclusion of or in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke, alter or vary all or any of these powers.

SECRETARY

62. The Secretary will be appointed by the Directors for such term, at such remuneration. and upon such conditions as they may think fit and any Secretary so appointed may be removed by them.

COMMON SEAL

63. The Directors may cast a common seal for the Company and if so, provide for the safe custody of the seal and regulate the using of the seal which must only be used by the authority of the Directors and every instrument to which the seal is affixed must also be signed by a Director and countersigned by the Secretary (and not being the same person as the first mentioned Director) or by another Director.

FINANCIAL RECORDS

64. The Directors shall cause written financial records to be kept that: 64.1 correctly record and explain the transactions and financial position and performance of the Company; and
64.2 would enable true and fair financial statements to be prepared and audited, and such financial records shall be retained for at least seven (7) years after the transactions covered by the records are completed.

65. The Directors may determine where to keep the financial records mentioned in the foregoing clause provided they are readily available for inspection and if kept in electronic form are readily convertible into hard copy.

66. The Directors shall in accordance with the requirements of the Corporations Act cause a financial report and a directors' report to be prepared for each financial year of the Company and audited and shall report the same to the Members by

sending them copies of the reports (including an auditor's report on the financial report) or a concise financial report that complies with the Corporations Act, in either case by the earlier of thirty (30) days before the next AGM following the end of that financial year or four (4) months after the end of that financial year.

However, a Member may request the Company to instead:

- 66.1 send an electronic copy of the reports to an email address nominated by the Member (if the Company offers that service);
- 66.2 permit electronic access to the reports, such as via an internet website (if the Company offers that service); or
- 66.3 not send a copy of the reports at all.

COMPANY'S NOTICES

- 67. A notice must be in writing and may be served by the Company upon any member. A notice may be served by the Company upon any Member either personally or by prepaid post addressed to such Member at such address as entered in the Register for the time being.
- 68. A notice may be given to a Member in any of these ways:-
 - 68.1 delivered by hand to the Member.
 - 68.1.1 Sent by prepaid mail to the address of the Member.
 - 68.1.2 Sent by facsimile communication to the facsimile number of the Member.
 - 68.1.3 Sent by e-mail address to the e-mail address of the Member.
 - 68.2 A notice is treated as given to a party when:-
 - 68.2.1 if hand delivered, when delivered.
 - 68.2.2 If sent by prepaid mail, 48 hours after posting.
 - 68.2.3 If sent by facsimile communication, when the facsimile machine confirms transmission.
 - 68.2.4 If sent by e-mail, when the e-mail is confirmed received.
 - 68.3 A notice given on a day which is not a business day is treated as given on the next business day.
 - 68.4 A certificate in writing signed by an officer of the company stating that the notice was properly given shall be prima facie evidence thereof.
- 69. The signature to any notice given by the company may be written or printed.

WINDING UP

- 70. On the winding up of the Company, the Members are not entitled to participate in any distribution or return of assets of the Company, but any Member or Director (whether or not jointly with another or others), may purchase any of the assets of the Company or any part thereof at the then market value.
- 71. Any surplus assets of the Company on winding up must be applied after meeting all expenses of the Company to a charity or non-profit or other like association or organisation which among its objects provides for the betterment of poultry and agriculture in Victoria.

INDEMNITY

- 72. Every officer of the Company shall be indemnified out of the funds of the Company against all costs incurred: 72.1 in defending any proceedings (civil or criminal) in which judgement is given in favour of the officer or auditor; or 72.2 in connection with any successful application made under the provisions of the Corporations Act relating to the granting of relief to Directors and others in proceedings for negligence, default, breach of duty or breach of trust.

Adopted 1/12/2001 Amended 2/12/2006.

Further amended 4/12/2010.

Amendments passed December 7, 2013

And as further amended at the AGM held Dec 4 2016

- Clause 48g The minutes of every meeting of the directors be sent to each affiliated club within 30 days of the meeting.
- Clause 66d An updated financial statement be presented at each meeting of the directors and a copy sent to each affiliated club
- Clause 66 An audited statement of accounts be available to members with the Annual General Meeting agenda at least 30 days before the meeting.

That the number of signatories required to sign on the VPFA cheque accounts be reduced from the current any three of the four authorized account signatories to any two of the four authorized account signatories.

Amendments passed at AGM January 29th 2023

44.2 Payments by the Company may only be made by cheque or funds transfer authorised as follows:

44.2.1 Payments paid from the General Working Account must be approved by two authorised persons, one of whom must be the Treasurer and the other two of whom must be Directors.

44.2.2

Payments paid from the APS Account must be approved by two authorised persons , one of whom must be the Treasurer, another of whom must be the Chairperson of the APS Committee and the other of whom must be another Director.

44.2.3. Payments paid from the Exhibitors Account must be approved by two authorised persons one of whom must be the Treasurer, another of whom must be a member of the Exhibitors Fund Sub-committee and the other of whom must be another Director.

44.2.5 Authorised persons may approve payment by signatures or electronically.

Amendments passed at AGM 10th December 2023

35.4

Should a director be unable to complete their term of appointment, a replacement Director may be appointed at an AGM for the duration of that term following a countback of nominees from the subsequent election.