

Statement of Objects

and

Constitution

of

Ausfilm International Incorporated

(Y2794442)

As amended Special General Meeting 06/05/2011

CONTENTS

A. OBJECTS.....	3
B. CONSTITUTION	4
Part 1 Preliminary	4
2. Definitions and Interpretation	4
Part 2 Membership	6
3. Membership Qualifications	6
4. Application and Approval for Membership as Corporate Member	6
5. Cessation of Membership.....	7
6. Membership entitlements not transferable	7
7. Register of Members and Corporate Representatives	7
8. Annual Subscription Fee	8
9. Members' Liability.....	8
10. Resolution of internal disputes.....	8
11. Disciplining of Members.....	9
Part 3 The Board	9
12. Powers of the Board	9
13. Constitution of the Board	9
14. Appointment of Directors and Alternate Directors	10
15. Remuneration of Directors	10
16. Election of Corporate Member Directors.....	11
17. Casual vacancies of Corporate Member Directors.....	11
18. Removal of Corporate Member Director	12
19. Meetings and quorum.....	12
20. Chairperson and Deputy Chairpersons and CEO.....	13
21. Delegation by the Board to Sub-Committees	13
22. Finance, Audit and Risk Committee	14

23. Voting and decisions	14
Part 4 General Meetings	15
24. Annual general meetings – holding of	15
25. Annual general meetings – calling of and business at	15
26. Special General Meetings – calling of	15
27. Notice	16
28. Procedure	16
29. Presiding at Meetings of Members	17
30. Adjournment	17
31. Making of decisions	18
32. Special Resolution.....	18
33. Voting.....	19
34. Appointment of proxies.....	19
Part 5 Miscellaneous	19
35. Insurance	19
36. Funds – source.....	19
37. Funds – management.....	20
38. Alteration of Objects and Constitution	20
39. Common seal.....	20
40. Custody of books.....	20
41. Inspection of books	20
42. Service of notices	20
43. Indemnity	21
44. Payment of costs	22
45. Limit of indemnity	22
46. Contract of insurance	23

A. OBJECTS

The objects of AusFILM International Incorporated (Y2794442) (**Ausfilm**) are to:

- (i) position and market Australia as the world's best destination and environment for film, television, commercials and other screen production and post-production;
- (ii) maximise the level of film and television production and post-production in Australia through the attraction of offshore-financed production that utilises Australian locations, skills, services and/or infrastructure, thereby generating export income;
- (iii) utilise and expand existing international trade networks to create additional business opportunities for the Australian film and television industry;
- (iv) provide information to offshore producers and others about production opportunities in Australia;
- (v) service the needs of the members of Ausfilm;
- (vi) expand the membership of Ausfilm;
- (vii) advise the Commonwealth Government, and State and Territory Governments as appropriate, on issues relating to the attraction of offshore-financed film and television production to Australia; and
- (viii) do all such other things as are incidental to the attainment of any or all of the above objects.

B. CONSTITUTION

Part 1 Preliminary

1. This Constitution

1.1 This Constitution contains clauses setting out the manner in which the Members of Ausfilm have agreed to conduct the internal administration of Ausfilm.

1.2 This Constitution takes the place of the Model Rules.

2. Definitions and Interpretation

2.1 In this Constitution, unless the context otherwise requires:

Act means the *Associations Incorporation Act 1984*.

Associate Screen Body Member means a Member of Ausfilm that is a Screen Body and has paid the annual subscription fee prescribed by the Board for an Associate Screen Body Member.

Auditor means the auditor for the time being of Ausfilm.

Board means the board of Ausfilm.

CEO means the chief executive officer of Ausfilm appointed in accordance with clause 20.4

Chairperson means the chairperson of the Board from time to time, elected by the Board in accordance with clause 20.

Corporate Member means a corporation or firm that is a Member of Ausfilm and is not a Screen Body.

Corporate Member Director means a Director elected from and by the Corporate Representatives in accordance with clause 16.

Corporate Representative means the individual notified by a Corporate Member to the CEO in accordance with clauses 4.5 and 4.6 to represent that Corporate Member and to be the primary contact of that Corporate Member with Ausfilm.

Corporations Act means the *Corporations Act 2001*.

Deputy Chairperson means a deputy chairperson of the Board from time to time, elected from and by the Corporate Member Directors in accordance with clause 20.

Director means a Corporate Member Director or a Screen Body Member Director.

Director-General means the Director-General of the Department of Fair Trading.

Finance, Audit and Risk Committee means the sub-committee referred to in clause 22.

Financial Year means a period of 12 months commencing on 1 July.

Member means a member of Ausfilm, being a Screen Body Member, an Associate Screen Body Member, or a Corporate Member.

Model Rules means the model rules prescribed under section 73 of the Act.

Public Officer means the person who is the public officer of AusFILM from time to time, which is the primary contact of AusFILM and is responsible, amongst other things, for lodging documents on behalf of AusFILM, being the CEO.

Regulation means the *Associations Incorporation Regulation 1999*.

Special General Meeting means a general meeting of AusFILM other than an annual general meeting.

Special Resolution has the meaning ascribed to that term in clause 32.

Screen Body means a public sector authority, commission or other organisation in a State or Territory of Australia responsible for film and television industry development in that State or Territory, or a public sector authority, commission or other organisation in Australia responsible for film and television industry development throughout Australia.

Screen Body Member means a Member of AusFILM that is a Screen Body and has paid the annual subscription fee prescribed by the Board for a Screen Body Member.

Screen Body Member Director means a Director appointed by a Screen Body Member and notified to the CEO from time to time.

2.2 In this Constitution:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (b) a reference to a person includes a natural person, company, statutory corporation, partnership, the Crown, and any other type of organisation or legal entity;
- (c) a reference to a clause is a reference to a clause of this Constitution;
- (d) a word that is derived from a defined word has a corresponding meaning;
- (e) a reference to a function includes a reference to a power, authority and duty; and

- (f) a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty.

2.3 The provisions of the *Interpretation Act 1987* apply to and in respect of this Constitution in the same manner as those provisions would so apply if this Constitution were an instrument made under the Act.

Part 2 Membership

3. Membership Qualifications

3.1 Subject to clause 3.2, a person is qualified to be a Member of Ausfilm if:

- (a) the person is a Screen Body, the person pays to Ausfilm the annual subscription fee for a Screen Body Member or Associate Screen Body Member referred to in clause 8; or
- (b) the person is a corporation or firm –
 - (i) the person applies for membership of Ausfilm and has been approved for membership of Ausfilm by the Board in accordance with clause 4; and
 - (ii) the person pays to Ausfilm the annual subscription fee for a Corporate Member referred to in clause 8.

3.2 Notwithstanding clause 3.1, the Board may:

- (a) set guidelines from time to time which outline the qualifications for, and benefits of, membership of Ausfilm, and such guidelines may be in substitution for, or in addition to, the membership qualifications set out in clause 3.1; and
- (b) set terms and conditions applicable to membership of Ausfilm, provided that if any such term or condition is in direct conflict with any provision of this Constitution, the provision of this Constitution will prevail to the extent of the conflict.

4. Application and Approval for Membership as Corporate Member

4.1 An application of a person for membership of Ausfilm as a Corporate Member:

- (a) must be made by the person applying for membership of Ausfilm in writing in the form specified by the Board from time to time; and
- (b) must be lodged with the CEO.

4.2 As soon as practicable after receiving an application for membership of AusFILM, the CEO must refer the application to the Board to determine whether to approve or to reject the application.

4.3 As soon as practicable after the Board makes that determination, the CEO must:

- (a) notify the applicant, in writing, that the Board approved or rejected the application (whichever is applicable); and
- (b) if the Board approved the application, request the applicant to pay, within the period specified by the Board, the sum payable under clause 8 by a Corporate Member as the annual subscription fee.

- 4.4 The CEO must, on payment by the applicant of the amounts referred to in clause 8, enter the applicant's name in the register of Members and Corporate Representatives referred to in clause 7 and on the name being so entered the applicant becomes a Corporate Member of Ausfilm.
- 4.5 After a Corporate Member becomes a Member of Ausfilm pursuant to clause 4.4, the Member must promptly notify the CEO of the name and contact details of that Member's Corporate Representative.
- 4.6 Each Corporate Member may replace the Corporate Representative that represents that Corporate Member by written notice to the CEO of the name and contact details of the replacement Corporate Representative.

5. Cessation of Membership

- 5.1 A person ceases to be a Member of Ausfilm if the person:
- (a) resigns membership;
 - (b) fails to pay its annual subscription fee within the time specified by the Board from time to time; or
 - (c) ceases to be a Member of Ausfilm pursuant to clause 11.
- 5.2 If a Member of Ausfilm ceases to be a Member, the CEO must make an appropriate entry in the register of Members and Corporate Representatives referred to in clause 7 recording the date on which the Member ceased to be a Member of Ausfilm.

6. Membership entitlements not transferable

Any right, privilege or obligation which a person has by reason of being a Member of Ausfilm:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates on cessation of the person's membership.

7. Register of Members and Corporate Representatives

- 7.1 The CEO must establish and maintain a register of Members and Corporate Representatives of Ausfilm specifying -
- (a) the name and address of each person who is a Member together with the date on which the person became a Member, and make appropriate

entries in that register if a Member ceases to be a Member of Ausfilm, including the date on which the Member ceased to be a Member; and

- (b) the Corporate Representative of each Corporate Member notified to the CEO under clauses 4.5 and 4.6.

7.2 The register of Members and Corporate Representatives must be kept at the principal place of administration of Ausfilm and must be open for inspection, free of charge, by any Member during business hours.

7.3 A Member of Ausfilm may obtain a copy of any part of the register of Members and Corporate Representatives not otherwise publicly available on payment of a fee determined by the Board.

8. Annual Subscription Fee

8.1 A Member must pay to Ausfilm the annual subscription fee determined by the Board from time to time applicable for that Member, being either the annual subscription fee prescribed for Screen Body Members, Associate Screen Body Members, or Corporate Members for such time as the Member is a Member of Ausfilm.

8.2 The payment of the annual subscription fee specified in clause 8.1 must be paid by a Member within the time specified by the Board from time to time.

9. Members' Liability

The liability of a Member of Ausfilm to contribute towards the payment of the debts and liabilities of Ausfilm or the costs, charges and expenses of the winding up of Ausfilm is limited to the amount, if any, unpaid by a Member in respect of the Member's membership of Ausfilm as required by clause 8.

10. Resolution of internal disputes

10.1 The Ausfilm Board must attempt to resolve disputes between Members (in their capacity as Members) of Ausfilm and disputes between Members and Ausfilm by negotiation.

10.2 If any dispute between Members (in their capacity as Members) of Ausfilm, or any dispute between Members and Ausfilm, cannot be resolved by negotiation Ausfilm may refer the dispute for mediation by an independent legal practitioner chosen by the Ausfilm Board or by such other person as the parties to the dispute may agree.

10.3 At least seven (7) days before a mediation session is to commence, the parties are to exchange statements of the issues that are in dispute between them and supply copies to the mediator.

10.4 In the absence of manifest error, the decision made by the mediator will be final and binding on the parties to the dispute.

10.5 The costs of any mediation referred to in this clause (other than the legal costs of each party) are to be paid by the parties to the dispute in equal shares.

11. Disciplining of Members

11.1 A complaint may be made to the Board by any person that a Member:

- (a) has persistently refused or neglected to comply with a provision or provisions of this Constitution; or
- (b) has persistently and wilfully acted in a manner prejudicial to the interests of Ausfilm.

11.2 On receiving such a complaint, the Board:

- (a) must cause notice of the complaint to be served on the Member concerned; and
- (b) must give the Member at least fourteen (14) days from the time the notice is served within which to make written submissions to the Board in connection with the complaint.

11.3 The Board may, by resolution, expel the Member from Ausfilm or suspend the Member from membership of Ausfilm if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved.

11.4 If the Board expels or suspends a Member, the CEO must, within seven (7) days after the action is taken, cause written notice to be given to the Member of the action taken and of the reasons given by the Board for having taken that action, and the expulsion or suspension takes effect upon written notice being given to the Member.

Part 3 The Board

12. Powers of the Board

Subject to the Act, the Regulation and this Constitution and to any resolution passed by the Members in general meeting, the Board:

- (a) is to control and manage the affairs of Ausfilm, including making policy decisions;
- (b) may exercise all such functions as may be exercised by Ausfilm, other than those functions that are required by this Constitution to be exercised by a general meeting of the Members of Ausfilm; and
- (c) has the power to perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper management of the affairs of Ausfilm, including the creation of sub-committees of the Board, to manage the affairs of Ausfilm.

13. Constitution of the Board

13.1 Subject to any resolution of the Members in general meeting, the Board is to consist of:

- (a) one (1) Screen Body Member Director appointed from each Screen Body Member [Five (5) in total]; and
- (b) Not more than five (5) Corporate Member Directors elected from and by the Corporate Representatives in accordance with clause 16.

13.2 Notwithstanding clause 13.1,

The CEO may also attend meetings of the Board and is entitled to speak but not vote and is not to be included in determining the quorum for meetings of the Board.

14. Appointment of Directors

14.1 Screen Body Member Directors

- (a) Each Screen Body Member must notify the CEO of the name and contact details of the person appointed by it as its Screen Body Member Director,
- (b) Each Screen Body Member may replace the Screen Body Member Director appointed by it at any time by written notice to the CEO.

14.2 Corporate Member Directors

- (a) Each Corporate Member Director will hold office until they vacate their office in accordance with clause 17, or the term for which they were elected expires.
- (b) A Corporate Member Director is elected for a period of three (3) years, concluding at the third annual general meeting occurring after their appointment or election.
- (c) A Corporate Member Director whose term of election has expired is eligible for re-election.

14.3 Observers

The Board may by resolution permit any person to attend a meeting of the Board as an observer.

15. Remuneration of Directors

Directors serve on a voluntary basis, and no Director will be entitled to remuneration for their services from Ausfilm in connection with their membership on the Board but nothing in this clause 15.1 prevents Ausfilm reimbursing expenses incurred by Directors in performing their duties as Directors.

16. Election of Corporate Member Directors

16.1 At least thirty (30) days prior to each annual general meeting, the CEO must notify all Corporate Members in writing as to the number of vacancies for Corporate Member Directors that will occur at the annual general meeting and must enclose a nomination form with that notification.

16.2 Any Corporate Representative may nominate for election as a Corporate Member Director by completing, dating, signing and delivering to the CEO within the time specified by the Board the nomination form specified by the Board from time to time.

16.3

(a) If insufficient nominations are received to fill all vacancies of Corporate Member Directors on the Board, the candidates nominated are taken to be elected and further nominations may be received at the annual general meeting.

(b) If insufficient further nominations are received, any vacant positions of Corporate Member Directors remaining on the Board are taken to be casual vacancies.

(c) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.

(d) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.

16.4 The ballot for the election of Corporate Member Directors is to be conducted during the fourteen (14) days prior to any annual general meeting, or such other period as the Board may specify, in such manner as the Board may determine.

16.5 The Auditor is to act as returning officer for the election of Corporate Member Directors.

17. Casual vacancies of Corporate Member Directors

17.1 For the purposes of this Constitution, a casual vacancy in the office of a Corporate Member Director occurs if the Director:

(a) dies; or

(b) the Member which the Corporate Member Director represents ceases to be a Member of Ausfilm, or becomes an insolvent under administration within the meaning of the Corporations Act; or

(c) resigns office by notice in writing given to the CEO; or

(d) is removed from office under clause 18; or

(e) becomes a mentally incapacitated person;

17.2 In the event of a casual vacancy occurring in the office of a Corporate Member Director, the Board (by vote of the Corporate Member Directors) may appoint a person to fill that vacancy and that person will hold office until the next annual general meeting of Ausfilm.

18. Removal of Corporate Member Director

18.1 The Members in general meeting may by resolution remove any Corporate Member Director from the office of Director and may by resolution appoint another person to hold that office until the expiration of the term of office of the Corporate Member Director so removed.

18.2 If a Corporate Member Director to whom a proposed resolution referred to in clause 18.1 relates makes representations in writing to the CEO (not exceeding a reasonable length) and requests that the representations be notified to the Members of Ausfilm, the CEO may send a copy of the representations to each Member of Ausfilm or, if the representations are not so sent the Member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

19. Meetings and quorum

19.1 The Board is to meet at least six (6) times in each calendar year at such places and times as the Board may determine.

19.2 Additional meetings of the Board may be convened by the CEO or by any Director.

19.3 Written notice of a meeting of the Board, including an agenda for the meeting, must be given by the CEO to each Director at least fourteen (14) days (or such other period as may be unanimously agreed on by the Directors) before the time appointed for the holding of the meeting.

19.4 No casual or inadvertent failure by the CEO to give notice to Directors in accordance with clause 19.3 will invalidate a meeting, or the resolutions made at a meeting.

19.5 Any four (3) Corporate Member Directors and three (3) Screen Body Member Directors constitute a quorum for the transaction of the business of a meeting of the Board.

19.6 No business is to be transacted by the Board unless a quorum is present and, if within half an hour of the time appointed for the meeting a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.

19.7 If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.

19.8 At a meeting of the Board:

- (a) the Chairperson or, in the Chairperson's absence, a Deputy Chairperson nominated by the Chairperson is to preside; or
- (b) if both the Chairperson and the Deputy Chairperson are absent or unwilling to act, one of the remaining Corporate Member Directors chosen by the Corporate Member Directors present at the meeting is to preside.

19.9 Without limiting the manner in which the Directors may meet, a meeting of Directors includes, for the purposes of this Constitution, the Directors communicating with each other by any technological means by which they are able to participate in discussion notwithstanding that the Directors (or any one or more of them) are not physically present in the same place, and a Director so participating in such a meeting is deemed to be present (including for the purposes of constituting a quorum) and is entitled to vote at the meeting.

20 Chairperson, Deputy Chairperson and CEO

- 20.1 (a) The Chairperson is to be elected by the Board and need not be a Director or an employee or officer of a Member.
- (b) The Deputy Chairperson is to be elected by the Board from and by the Corporate Member Directors.
- 20.2 (a) The Chairperson holds office for up to three (3) years, but not less than two (2) years, from the date of their election by the board: and
- (b) The Deputy Chairperson holds office until the earlier of two (2) years or the date the person ceases to be a Corporate Member Director for any reason.

20.3 If a casual vacancy occurs in the office of Chairperson or Deputy Chairperson, or the term of office of the Chairperson or a Deputy Chairperson expires, the Board must appoint/elect a new Chairperson or Deputy Chairperson (as the case may be) at the next meeting of the Board.

19.10 The Chief Executive Officer –

- (a) is to be appointed by the Board on such terms and conditions and for such period as the Board may determine;
- (b) is responsible for the management of Ausfilm; and
- (c) reports to the Board.

20. Delegation by the Board to Sub-Committees

20.1 The Board may delegate to one or more sub-committees (subject to clause 22, consisting of such persons as the Board thinks fit), including the Finance, Audit and Risk Committee and any temporary sub-committee for particular purposes from time to time to operate for a limited duration, the exercise of such of the functions of the Board as the Board may determine other than:

- (a) this power of delegation; or
- (b) a function which is a duty imposed on the Board by the Act or by any other law.

21.2 A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified by the Board.

21.3 Despite any delegation under this clause, the Board may continue to exercise any function delegated.

21.4 Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this clause has the same force and effect as it would have if it had been done or suffered by the Board.

21.5 The Board may revoke wholly or in part any delegation under this clause.

21.6 A sub-committee may meet and adjourn as it thinks appropriate.

22 Finance, Audit and Risk Committee

20.2 At the first Board meeting after each annual general meeting, the Board must appoint a Finance, Audit and Risk Committee consisting of:

- (a) a chairperson appointed from and by the Board;
- (b) up to five (5) other persons appointed by the Board, at least one of whom must be a representative of the Screen Body Members.

22.2 The chairperson of the Finance, Audit and Risk Committee, must cause a report of the activities of the committee to be provided to each meeting of the Board and to the annual general meeting of Ausfilm.

23 Voting and decisions

23.1 Questions arising at a meeting of the Board require the affirmative vote of a majority of the Directors present.

23.2 Questions arising at a meeting of any sub-committee appointed by the Board are to be determined by a majority of the votes of members of the sub-committee present at the meeting.

23.3 Each Director present at a meeting of the Board and each member of any sub-committee appointed by the Board present at a meeting of that sub-committee (including the person presiding at the meeting) is entitled to one (1) vote and, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.

23.4 Subject to clause 19.5, the Board may act despite any vacancy on the Board.

23.5 Any act or thing done or suffered, or purported to have been done or suffered, by the Board or by a sub-committee appointed by the Board, is valid and effectual

despite any defect that may afterwards be discovered in the appointment or qualification of any Director of the Board or member of a sub-committee.

Part 4 General Meetings

24 Annual general meetings – holding of

- 24.1 Ausfilm must, at least once in each calendar year and within the period of six (6) months after the expiration of each Financial Year, convene an annual general meeting of its Members.
- 24.2 Clause 24.1 has effect subject to any extension or permission granted by the Director-General under section 26(3) of the Act.

25 Annual general meetings – calling of and business at

- 25.1 The annual general meeting of Ausfilm is, subject to the Act and to clause 24, to be convened on such date and at such place and time as the Board thinks fit.
- 25.2 In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:
- (a) to confirm the minutes of the last preceding annual general meeting and of any Special General Meeting held since that meeting;
 - (b) to receive from the Board reports on the activities of Ausfilm during the preceding Financial Year;
 - (c) a declaration of the result of the election of Corporate Member Directors held prior to the meeting; and
 - (d) to receive and consider the statement which is required to be submitted to Members under section 26(6) of the Act.
- 25.3 An annual general meeting must be specified as such in the notice convening it.

26 Special General Meetings – calling of

- 26.1 The Board may, whenever it thinks fit, convene a Special General Meeting of Ausfilm.
- 26.2 The Board must, on the requisition in writing of at least five per cent (5%) of the total number of Members, convene a Special General Meeting of Ausfilm.
- 26.3 A requisition of Members for a Special General Meeting:
- (a) must state the purpose or purposes of the meeting; and
 - (b) must be signed by the representatives of the Members making the requisition; and
 - (c) must be lodged with the CEO; and
 - (d) may consist of several documents in a similar form, each signed by one or more of the representatives of Members making the requisition.

- 26.4 If the Board fails to convene a Special General Meeting to be held within one (1) month after the date on which a requisition of Members for the meeting is lodged with the CEO, any one or more of the representatives of the Members who made the requisition may convene a Special General Meeting to be held not later than three (3) months after that date.
- 26.5 A Special General Meeting convened by a Member or Members referred to in clause 26.4 must be convened as nearly as is practicable in the same manner as general meetings are convened by the Board and any Member who consequently incurs expenses is entitled to be reimbursed by Ausfilm for any reasonable expense so incurred.

27 Notice

- 27.1 Except if the nature of the business proposed to be dealt with at a general meeting requires a Special Resolution of Ausfilm, the CEO must at least fourteen (14) days before the date fixed for the holding of a general meeting, give written notice to each Member specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
- 27.2 If the nature of the business proposed to be dealt with at a general meeting requires a Special Resolution of the Members, the CEO must, at least twenty one (21) days before the date fixed for the holding of the general meeting, give written notice to each Member specifying, in addition to the matters required under clause 27.1, the intention to propose the resolution as a Special Resolution.
- 27.3 No business other than that specified in the notice convening a general meeting is to be transacted at the meeting except, in the case of an annual general meeting, business which may be transacted under clause 25.2.
- 27.4 A Member desiring to bring any business before a general meeting may give notice in writing of that business to the CEO who must include that business in the next notice calling a general meeting given after receipt of the notice from the Member.
- 27.5 No casual or inadvertent failure by the CEO to give notice to Members in accordance with this clause 27 will invalidate a meeting, or the resolutions made at a meeting.

28 Procedure

- 28.1 No item of business is to be transacted at a general meeting unless a quorum of Members entitled under this Constitution to vote is present during the time the meeting is considering that item.
- 28.2 Three (3) Corporate Representatives and three (3) representative of a Screen Body Member or Associate Screen Body Member present constitute a quorum for the transaction of the business of a general meeting.

- 28.3 If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:
- (e) if convened on the requisition of representatives of Members, is to be dissolved; and
 - (f) in any other case, is to stand adjourned to the place, date and time determined by the person presiding at the meeting.
- 28.4 If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the representatives of Members present (being at least three (3) Corporate Representatives) is to constitute a quorum.
- 20.3 Without limiting the manner in which representatives of Members may meet, a general meeting includes, for the purposes of this Constitution, representatives of Members communicating with each other by any technological means by which they are able to participate in discussion notwithstanding that the representatives of Members (or any one or more of them) are not physically present in the same place, and a representative of a Member so participating in such a meeting is deemed to be present in person (including for the purposes of constituting a quorum) and entitled to vote at the meeting if they are entitled to vote at a general meeting under this Constitution.

29 Presiding at Meetings of Members

- 29.1 The Chairperson or, in the Chairperson's absence, a Deputy Chairperson nominated by the Chairperson is to preside at all general meetings of Members.
- 29.2 If both the Chairperson and the Deputy Chairperson are absent or unwilling to preside at a general meeting of members, one of the remaining Corporate Member Directors chosen by the representatives of Members present at the general meeting of Members is to preside.

30 Adjournment

- 30.1 The person who presides at a general meeting at which a quorum is present may, with the consent of the majority of representatives of Members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- 30.2 If a general meeting is adjourned for fourteen (14) days or more, the CEO must give written notice of the adjourned meeting to each Member of Ausfilm stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- 30.3 Except as provided in clauses 30.1 and 30.2, notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

31 Making of decisions

- 31.1 A question arising at a general meeting of Ausfilm is to be determined on a show of hands and, unless before or on the declaration of the show of hands a poll is demanded, a declaration by the person presiding at the meeting that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of Ausfilm, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- 31.2 At a general meeting of Ausfilm, a poll may be demanded by the person presiding at that meeting or by at least three (3) representatives of Members present in person or by proxy at the meeting.
- 31.3 If a poll is demanded at a general meeting, the poll must be taken;
- (a) immediately in the case of a poll which relates to the election of the person to preside at the meeting or to the question of an adjournment; or
 - (b) in any other case, in such manner and at such time before the close of the meeting as the person presiding at the meeting directs,
- and the resolution of the poll on the matter is taken to be the resolution of the meeting on that matter.

32 Special Resolution

A resolution of Ausfilm is a Special Resolution:

- (c) if it is passed by a majority which comprises at least three quarters of such representatives of Members of Ausfilm as, being entitled under these rules so to do, vote in person or by proxy at a general meeting of which at least twenty one (21) days' written notice specifying the intention to propose the resolution as a Special Resolution was given in accordance with this Constitution; or
- (d) where it is made to appear to the Director-General that it is not practicable for the resolution to be passed in the manner specified in clause 32(a), if the resolution is passed in a manner specified by the Director-General.

33 Voting

- 33.1 On any question arising at a general meeting of Ausfilm a Member has one (1) vote only.
- 33.2 All votes must be given personally by the Member's representative or by proxy but no Member may hold more than five (5) proxies.
- 33.3 In the case of an equality of votes on a question at a general meeting, the person presiding at the meeting is entitled to exercise a second or casting vote.

33.4 A representative of a Member or proxy is not entitled to vote at any general meeting of Ausfilm unless all money due and payable by the Member or proxy to Ausfilm has been paid.

34 Appointment of proxies

34.1 Each Member is entitled to appoint another Member as proxy by written notice given to the CEO no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.

34.2 The notice appointing the proxy is to be in the form prescribed by the Board from time to time.

Part 5 Miscellaneous

35 Insurance

35.1 Ausfilm must effect and maintain insurance under section 44 of the Act.

35.2 In addition to the insurance required under clause 35.1, Ausfilm may effect and maintain other insurance, including the insurance specified in clause 46.

36 Funds – source

36.1 The funds of Ausfilm are to be derived from annual subscriptions of Members, donations and, subject to any resolution passed by Ausfilm in general meeting, such other sources as the Board determines.

36.2 All money received by Ausfilm must be deposited as soon as practicable and without deduction to the credit of Ausfilm's bank account.

36.3 AusFILM must, as soon as practicable after receiving any money, issue an appropriate receipt.

37 Funds – management

37.1 Subject to any resolution passed by Ausfilm in general meeting, the funds of AusFILM are to be used in pursuance of the objects of Ausfilm in such a manner as the Board determines.

37.2 Financial protocols governing management of Ausfilm funds are -

- (a) To be determined and approved by the Board
- (b) may cover but are not limited to such matters as budget preparation, expenditure authorisations, payroll, bank reconciliation, income recognition and recording and financial management reporting; and

38 Alteration of objects and Constitution

The statement of objects and this Constitution may be altered, rescinded or added to only by a Special Resolution of Ausfilm.

39 Common seal

39.1 The common seal of Ausfilm must be kept in the custody of the CEO.

39.2 The common seal must not be affixed to any instrument except by the authority of the Board and the affixing of the common seal must be attested by the signatures either of two (2) Corporate Member Directors or one (1) Corporate Member Director and the CEO.

40 Custody of books

Except as otherwise provided by this Constitution, the CEO must keep in his or her custody or under his or her control all records, books and other documents relating to Ausfilm.

41 Inspection of books

The records, books and other documents of Ausfilm must be open to inspection, free of charge, by any Director of Ausfilm at any reasonable hour.

42 Service of notices

42.1 For the purpose of this Constitution, a notice may be served on or given to a person:

- (e) by delivering it to the person personally; or
- (f) by sending it by pre-paid post to the address of the person; or
- (g) by sending it by facsimile transmission or some other form of electronic transmission to the address specified by the person for giving or serving the notice.

42.2 For the purpose of this Constitution, a notice is taken, unless the contrary is proved, to have been given or served:

- (a) in the case of a notice given or served personally, on the date on which it is received by the addressee; and
- (b) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of the post; and
- (c) in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent, or if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

43 Indemnity

43.1 Subject to the Act, every Director and the CEO will be indemnified by Ausfilm against, and Ausfilm will pay the Director or CEO on demand, the amount of any liability to another person (other than Ausfilm) incurred in that person's capacity as a Director or CEO unless such liability arises out of conduct involving a lack of good faith.

43.2 Ausfilm will indemnify any other employee of Ausfilm at the Board's discretion.

43.3 Ausfilm will indemnify a Director and the CEO against a liability for costs and expenses (including, without limitation, legal expenses on a full indemnity basis) incurred by the Director or CEO:

- (a) in defending proceedings, whether civil or criminal, in which:
 - (i) judgment is given in favour of the Director or CEO; or
 - (ii) the Director or CEO is acquitted; or
- (b) in connection with proceedings for relief to the Director or CEO under the Act in which the court denies the relief,

SUBJECT only to an obligation on the Director or CEO to repay to Ausfilm the expenses advanced by Ausfilm if:

- (c) judgment is not given in the Director or CEO's favour;

- (d) the Director or CEO is not acquitted;
- (e) a court subsequently determines that the indemnification is not permitted;
or
- (f) the indemnification is not permitted by the Act.

43.4 For the purposes of this clause, Ausfilm will have the burden of proving that the Director or CEO to be indemnified is not entitled to the requested indemnification.

43.5 If Ausfilm determines that a Director or the CEO is not entitled to be indemnified, that person will be entitled to direct that Ausfilm obtain and follow, at Ausfilm's expense, an opinion as to such entitlement from Queen's Counsel with relevant expertise.

43.6 The indemnification rights in this clause constitute a contract between the relevant parties seeking indemnification and Ausfilm and will continue to have effect following the rescission or restrictive modification of the clause with respect to events occurring prior to the rescission or modification of the clause.

44 Payment of costs

Subject to this Constitution and to the Act, the Directors may, out of the funds of Ausfilm, pay all costs, losses and expenses which any Director or CEO may incur or become liable to pay by reason of any contract entered into or act or thing done by them in good faith as Director or CEO or in any way in discharge of their duties.

45 Limit of indemnity

Subject to the provisions of the Act, a Director and the CEO of Ausfilm will not be liable for:

- (a) the acts, receipts, neglect or defaults of any other Director or the CEO;
- (b) joining in any receipt or other act of conformity or for any loss happening to Ausfilm through:
 - (i) an insufficiency or deficiency of title to any property acquired by order of the Directors or CEO for or on behalf of Ausfilm; or
 - (ii) an insufficiency or deficiency of any security in or upon which any of the moneys of Ausfilm will be invested;
- (c) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited;
- (d) any loss occasioned by any error of judgment or oversight on the Director's or the CEO's part; or
- (e) any other loss, damage or misfortune which occurs in the execution of the duties of the Director's or CEO's office,

unless the liability was incurred against Ausfilm or through the Director's or the CEO's (as the case may be) own dishonesty.

46 Contract of insurance

Ausfilm may pay a premium for a contract insuring a person who is or has been a Director or the CEO, against:

- (a) any liability incurred by the Director or CEO which does not arise out of conduct involving:
 - (i) a wilful breach of duty in relation to Ausfilm; or
 - (ii) improper use of their position in Ausfilm; or
 - (iii) information gained in their position in Ausfilm; or
- (b) any legal costs however incurred.