Notes regarding this Constitution

1. This Constitution includes provisions which the Corporations Act requires public companies to observe although they are not required to be included in a Company's Constitution. The provisions are included in this Constitution so that the Constitution provides a reasonably complete code of the matters which it covers.

2. The annotations to the Constitution (referring to various provisions of the Act) do not form part of the Constitution.

3. Annotations which state that a clause reflects a section of the Act, which is not a replaceable rule, mean that the clause states (as at the date of adoption of the Constitution) provisions of the Corporations Act which cannot be varied by the Constitution.

4. Clauses which have no annotation, or which refer to a section of the Act which is a replaceable rule, are provisions which the Corporations Act does not require and which may be varied by amendments to the Constitution from time to time.

5. This Constitution does not deal with the duties and liabilities of Directors and officers of the Company under the general law or the Corporations Act.

CONSTITUTION (Amended)

OF

UWSCONNECT LIMITED

ACN 107 759 197

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL
CONTENTS

1. INTERPRETATION .............................................................................................................. 1
2. NON PROFIT PUBLIC COMPANY LIMITED BY GUARANTEE ........................................... 3
3. OBJECTS OF THE COMPANY .......................................................................................... 3
4. INCOME AND PROPERTY OF THE COMPANY .................................................................. 4
5. POWERS OF THE COMPANY ............................................................................................ 5
6. MEMBERSHIP .................................................................................................................. 5
7. DIRECTORS .................................................................................................................... 5
8. POWERS AND DISCRETIONS OF DIRECTORS ............................................................... 9
9. DIRECTORS RESOLUTIONS AND MEETINGS ............................................................... 10
10. SECRETARY .................................................................................................................... 13
11. MINUTES ....................................................................................................................... 14
12. INSPECTION OF BOOKS ............................................................................................... 14
13. INSPECTION OF FINANCIAL RECORDS ...................................................................... 14
14. NOTICES ......................................................................................................................... 15
15. LIABILITY OF MEMBERS .............................................................................................. 16
16. WINDING UP .................................................................................................................. 16
17. INDEMNITY ..................................................................................................................... 17
18. INTERNAL DISPUTES ..................................................................................................... 18
19. COMPLAINTS ................................................................................................................. 19
20. AMENDING THIS CONSTITUTION .................................................................................. 19
UWSCONNECT LIMITED ("COMPANY")

1. INTERPRETATION

1.1 Definitions

In this Constitution unless the context otherwise requires:

"Academic Day" means a day, excluding Saturday and Sunday or a University or public holiday.

"Act" means the Corporations Act 2001(Cth) as amended or re-enacted from time to time and includes any statutory instruments issued under the Corporations Act 2001.

"ASIC" means the Australian Securities & Investments Commission or any successor body.

"Board" means the Board of Directors.

"Campus" means the major student Campuses of the University at the date of this Constitution being Parramatta Campus, Penrith Campus, Blacktown Campus, Bankstown Campus, Hawkesbury Campus and Campbelltown Campus.

"Company" means the Company named above.

"Constitution" means this document and includes any variation or replacement of it.

Council means the Board of Trustees of the University.

"Deed of Accession" means the deed of accession annexed to the Members' Agreement by which new members of the Company become a party to the Members' Agreement.

"Director" means a person appointed as a Director of the Company, by the University.

"includes" means includes without limitation.

"Liability" means all liabilities including all losses, damages, costs, charges and expenses, claims, demands, actions or suits incurred, suffered by or made or instituted against a Director (including in connection with any actual or alleged negligence):

(a) as an officer of the Company; or

(b) if relevant, arising from, or in connection with, the Director's employment by the Company,

but does not include:

(a) a liability owed to the Company or any of its related bodies corporate; or

(b) a liability that is owed to someone other than the Company or any of its related bodies corporate and did not arise out of conduct in good faith; or
(c) a liability for a pecuniary penalty order under section 1317G of the Act or a compensation order under section 1317H of the Act.

(This reflects section 199A(2) of the Act.)

"Major Policy Issue" means an issue described in clause 9.6.3.

"Member" means the Member of the Company appointed under clause 6.

"Office" means the registered office of the Company.

"Replacement Director" means any person appointed pursuant to clause 7.4.

"replaceable rules" means the replaceable rules under, or as referred to in, the Act as amended or re-enacted from time to time.

"Register of Members" means the register of Members to be kept pursuant to the Act.

"Seal" means the common seal of the Company.

"secretary" means any person appointed to perform the duties of secretary of the Company.

"special resolution" has the same meaning as in the Act.

"Student" means a current student on the roll of students maintained by the University.


"University" means the University of Western Sydney.

"writing" or "written" include printing, lithography, photography and other modes or reproducing or representing words in a visible form.

1.2 Replaceable rules

The replaceable rules do not apply in respect of the Company except when they are expressly stated to apply.

1.3 Determining percentage of votes

Where this Constitution requires the secretary to work out the percentage of votes a Member has the percentage must be worked out as at the midnight before the relevant event.

(This reflects various sections of the Act.)

1.4 Written notice

Written notice includes notice given by way of:

1.4.1 fax; and
1.4.2 electronic transmission.

1.5 General interpretive provisions

1.5.1 Words importing:

(a) the singular number include the plural number and vice versa;

(b) any gender include every other gender;

(c) or referring to a person include corporations.

1.5.2 Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

1.5.3 In this Constitution, any reference to a clause is a reference to a clause of this Constitution.

1.5.4 In this Constitution headings to clauses and italicised notes in brackets following some clauses, are added for convenience only and do not affect interpretation.

1.5.5 Annotations to this Constitution by reference to sections of the Act or to replaceable rules do not form part of the Constitution.

1.5.6 Where an expression used in this Constitution is defined in the Act it has the same meaning in this Constitution.

2. NON PROFIT PUBLIC COMPANY LIMITED BY GUARANTEE

The Company is a non profit public Company limited by guarantee and does not have share capital.

3. OBJECTS OF THE COMPANY

3.1 The objects for which the Company is established are to:

3.1.1 Complement and support the academic activities of the University by providing products, services and facilities that:

(a) meet the intellectual, social, cultural and sporting needs of the students and staff on each Campus of the University; and

(b) develop a sense of community among members on each Campus,

3.1.2 Manage the funds, assets and liabilities of the Company;

3.1.3 Operate a business to achieve these objectives;

3.1.4 Encourage Members to advance the interests of student associations and University's mission;

3.1.5 Provide services and facilities to the students and staff of the University and the external community;
3.1.6 Foster and encourage participation in student sports and recreation activities;

3.1.7 Encourage and assist in the activities of affiliated student clubs and societies;

3.1.8 Provide equitable and non-discriminatory access to services offered on each Campus of the University;

3.1.9 Encourage environmentally sustainable practices and behaviours in relation to the services and facilities it provides; and

3.1.10 Undertake any other activity incidental or necessary to achieve the abovementioned objects.

3.2 To achieve the above objects, the Company may do all such things that it considers necessary, incidental or conducive to the objects including accepting any gift of money or property, whether subject to any special trust or not, for any one or more of the objects and deal with any such gifts for a gift fund in such manner as is required and allowed by law.

4. **INCOME AND PROPERTY OF THE COMPANY**

4.1 **Income and property to be applied towards objects**

All income and property of the Company must be solely applied towards the promotion of the objects of the Company.

4.2 **No payments to members**

Subject to clause 4.3, 7.9 and 17, no part of the income or property of the Company may be paid by way of dividend, bonus or otherwise, directly or indirectly, to the Member or Directors of the Company.

4.3 **Payments in good faith**

Nothing in this Constitution prevents the Company from making payment in good faith:

4.3.1 of reasonable and proper remuneration to any employees of the Company;

4.3.2 to the Member of the Company in relation to any contract, right or claim in which that Member is interested or which arises other than by virtue of the Member’s membership of the Company;

4.3.3 of reasonable interest on any money lent to the Company by the Member of the Company; or

4.3.4 of reasonable or proper rent for premises let by the Member to the Company.
5. **POWERS OF THE COMPANY**

5.1 **Legal capacity and powers of the Company**

The Company has the legal capacity and powers of an individual anywhere in the world. The Company also has all the powers of a body corporate, including the power to:

5.1.1 grant a floating charge over the Company's property;

5.1.2 arrange for the Company to be registered or recognised as a body corporate in any place outside the jurisdiction in which the Company is registered; and

5.1.3 do anything that it is authorised to do under any law (including a law of a foreign country).

(This reflects section 124 of the Act.)

5.2 **Agent exercising the Company's power to make contracts**

The Company's power to make, vary, ratify or discharge a contract may be exercised by an individual acting with the Company's express or implied authority and on behalf of the Company, unless the Company is prohibited from doing so due to the operation of a law that requires a particular procedure to be complied with in relation to the contract.

(This reflects section 126 of the Act.)

5.3 **Execution of documents by the Company**

The Company may execute a document without using a common seal if the document is signed by:

5.3.1 two Directors; or

5.3.2 a Director and secretary.

(This reflects sections 127(1) of the Act.)

6. **MEMBERSHIP**

The University is the Member of the Company.

7. **DIRECTORS**

7.1 **Number of Directors**

The Company must have no more than eleven (11), and no fewer than three (3), Directors.

(For additional requirements see section 201A of the Act.)

7.2 **Board Composition**
7.2.1 The Board of the Company will be comprised of no more than eleven (11), and no fewer than three (3), persons appointed by the University under clause 7.3.1.

7.2.2 Deleted.

7.2.3 At least one Director must be an enrolled student of the University.

7.2.4 A recommendation to the University for the appointment of an enrolled student as a Director, in compliance with subclause 7.2.3, will be made by the Board on the advice of a subcommittee appointed by the Board.

7.2.5 Nothing in subclause 7.2.3 renders an appointment invalid, or requires a change to the composition of the Board, by reason only of the fact that the status of a Director (as a student) changes during that Director's term of office.

7.3 Procedure for Appointment of Directors

7.3.1 The appointment of Directors will be undertaken by the University in accordance with such procedures as may be determined from time to time by the University.

7.4 Replacement Directors

7.4.1 Subject to this Constitution, and to any procedures determined under clause 7.3.1, if a Student Director's position as a Director of the Company is vacated before the end of his or her term, the University may appoint a Replacement Director.

7.4.2 A Replacement Director may be reappointed by the University at the end of his or her term of office.

7.5 Term of Office of Directors

7.5.1 Directors hold office for a term of two years and are eligible for reappointment in subsequent years.

7.6 Removal of Directors

7.6.1 The Company may by resolution remove a Director from office despite anything in this Constitution, any agreement between the Company and the Director or any agreement between the Member and the Director.

7.6.2 The Directors may resolve to request the Company to remove a Director who has been absent for more than two consecutive Director's meetings without the consent of the other Directors.

7.6.3 If a Director is removed from office, the University may replace the Director.

(This reflects section 203D(1) of the Act.)

(As to further provisions regarding removal see sections 203D(2) to (7) and section 203E of the Act.)
7.7 **Vacation of office as a Director**

The office of a Director automatically becomes vacant if the Director:

7.7.1 resigns by giving written notice to the Company at its registered office; or

7.7.2 is removed by the Company pursuant to clause 7.6.1 (which reflects section 203D of the Act);

7.7.3 is an undischarged bankrupt under Australian law, its external territories or another country;

7.7.4 becomes of unsound mind or a person whose estate or personal affairs is liable to be dealt with in any way under the law relating to mental health;

7.7.5 without the consent of the Company in general meeting, holds any office of profit under the Company except that of the principal executive officer;

7.7.6 is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his or her interest as required by the Act;

7.7.7 is removed from office for any other reason in accordance with this Constitution or the Act;

7.7.8 is disqualified from managing corporations under Part 2D.6 of the Act; or

7.7.9 is convicted of an indictable offence.

7.8 **Interested Directors**

7.8.1 **Director may not hold certain offices**

A Director may not hold any office or position of profit (other than that of auditor) under the Company or under any Company promoted by the Company or in which the Company is a shareholder or otherwise interested.

7.8.2 **Director may enter into certain contracts**

Notwithstanding any rule of law or equity to the contrary, a Director may contract, transact, or enter into an arrangement with the Company and no such contract, transaction or arrangement entered into by or on behalf of the Company or any other contract, transaction or arrangement in which a Director is in any way interested is avoided or rendered voidable because of that person being a Director.

7.8.3 **Disclosure of material interest**

A Director who has a material personal interest in a matter that relates to the affairs of the Company must give the other Directors notice of the interest unless the Act says otherwise.

*(This reflects section 191(1) of the Act.)*
7.8.4 Voting by interested Directors

A Director who has a material personal interest in a matter that is being considered at a Directors' meeting must not: (a) be present while the matter is being considered at the meeting; or (b) vote on the matter unless; (c) subclauses 7.8.6 or 7.8.7 allow the Director to be present or; (d) the interest does not need to be disclosed under section 192 of the Act.

7.8.5 The Director may be present and vote if Directors who do not have a material personal interest in the matter have passed a resolution that: (a) identifies the Director, the nature and extent of the Director's interest in the matter and its relation to the affairs of the Company; and (b) states that those Directors are satisfied that the interest should not disqualify the Director from voting or being present.

7.8.6 The Director may be present and vote if so entitled under a declaration or order made by ASIC under section 196 of the Act.

7.8.7 If there are not enough Directors to form a quorum for a Directors' meeting because of subclause 7.8.4, one or more of the Directors (including those who have a material personal interest in that matter) may call a general meeting and the general meeting may pass a resolution to deal with the matter.

7.9 Remuneration of Directors

7.9.1 The Directors are entitled to be reimbursed for travelling and other expenses properly incurred in attending or in connection with their attendance at any meeting of the Company or of the Board or any committee of Directors.

7.9.2 In addition to the reimbursement referred to in clause 7.9.1 the Company may make a payment in good faith to a Director which is remuneration and/or expense reimbursement for performing extra services in and about the Company's business.

(This substitutes for section 202A of the Act which is a replaceable rule.)

7.10 Financial benefits

The Company must not provide financial benefits to a Director except as permitted by, and in accordance with, clauses 4.3, 7.9 and 17 of this Constitution and the provisions of the Act.

(See in particular, but not exclusively, Chapter 2E of the Act.)

7.11 Defect in appointment

Notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director, or a member of a committee, or to act as a Director, or that a person so appointed was disqualified, all acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director are valid as if the person had been duly appointed and was qualified to be a Director or to be a member of the committee.

(See section 201M of the Act for restrictions on this authority.)
8. **POWERS AND DISCRETIONS OF DIRECTORS**

8.1 **Business of the Company**

The business of the Company must be managed by or under the direction of the Directors who may exercise all the powers of the Company except any powers that the Act or this Constitution, require to be exercised by the Company in general meeting. No resolution made by the Company in general meeting invalidates any prior act of the Directors which would have been valid if the resolution had not been made.

(This substitutes for section 198A of the Act which is a replaceable rule.)

8.2 **Appointment of attorneys**

The Directors may by power of attorney appoint any Company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors), for the period and subject to such conditions as the Directors think fit.

8.3 **Appointment of auditor**

The Directors must appoint an auditor of the Company if an auditor has not been appointed by the Company in general meeting within 1 month after the day on which the Company was incorporated.

(This reflects section 327(1) of the Act.)

(For other requirements see sections 327, 328 and 329 of the Act.)

8.4 **Directors may execute security over the assets of the Company**

If the Directors or any of them or any other person becomes personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable from any loss in respect of such liability.

8.5 **Negotiable instruments**

All cheques, bills of exchange, promissory notes and other negotiable instruments will be signed, drawn, accepted, made or endorsed as the case may be for and on behalf of the Company in such manner as the Directors may from time to time determine.

(This substitutes for section 198B of the Act which is a replaceable rule.)

8.6 **Directors discretion**

Unless otherwise provided, if the Directors are given a power or discretion under this Constitution, subject to law they may exercise the power or discretion in any manner that they, in their absolute discretion, see fit.

8.7 **Delegation**

8.7.1 The Directors may delegate any of their powers to:
(a) a committee of Directors; or
(b) a Director; or
(c) an employee of the Company; or
(d) any other competent person or committee.

8.7.2 The delegate must exercise the powers delegated in accordance with any directions of the Directors.

8.7.3 The exercise of the power by the delegate is as effective as if the Directors had exercised it.

8.7.4 The meetings and proceedings of a committee must be carried out in accordance with the provisions in this Constitution relating to the meetings and proceedings of Directors, subject to any necessary changes and any directions made by the Directors.

(This reflects section 198D of the Act.)

8.7.5 If the Board determines that the Members of a committee will be elected, the procedures for election of committee Members will be determined by the Board and recorded in writing. The election procedures must be approved and only amended pursuant to clause 9.6.

8.7.6 If the Directors delegate a power under clause 8.7, a Director is responsible for the exercise of the power by the delegate as if the power had been exercised by the Directors themselves unless exonerated under section 190(2) of the Act.

(This reflects section 190(1) of the Act.)

9. DIRECTORS RESOLUTIONS AND MEETINGS

9.1 Circulating resolutions

9.1.1 The Directors may pass a resolution without a Directors' meeting being held if all the Directors present in Australia entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

9.1.2 Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.

9.1.3 The resolution is passed when the last Director signs.

9.1.4 For the purpose of this clause, signing includes signifying assent by a properly identifiable electronic mail, but any such electronic mail must include the signature of the Director scanned into the electronic mail.

(This substitutes for section 248A of the Act which is a replaceable rule.)
9.2 Calling Directors’ meetings

9.2.1 A Director may at any time and the secretary on the request of a Director must convene a Board meeting.

9.2.2 The secretary will send a notice of meeting to each Director at least seven days prior to the date of the Directors’ meetings.

9.2.3 The Directors may consent to a Directors’ meeting being held on shorter notice.

(This substitutes for section 248C of the Act which is a replaceable rule.)

9.3 Use of technology

9.3.1 A Directors’ meeting may be called by telephone, facsimile, electronic mail or by using any other technology consented to by all the Directors.

9.3.2 A Directors’ meeting may be held by telephone, video conference or by using any other technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw their consent within a reasonable period before the meeting.

(This reflects section 248D of the Act.)

9.4 Chairing Directors’ meetings

9.4.1 The Company must elect a Director to chair meetings of the Board, and may determine the period for which that Director is to be the chair.

9.4.2 If at any meeting the Director elected under subclause 9.4.1 is not present within 15 minutes after the time appointed for holding the meeting; or if that Director is present but declines to act, for the meeting of part of that meeting, the Directors must elect a Director who is present to chair the meeting.

(This substitutes for section 248E of the Act which is a replaceable rule.)

9.5 Quorum at Directors’ meetings

9.5.1 A quorum for a meeting of the Board is three Directors who are present at the meeting.

9.5.2 The quorum must be present at all times during the meeting.

(This substitutes for section 248F of the Act which is a replaceable rule.)

9.6 Passing of Directors’ resolutions

9.6.1 Subject to clause 9.6.3, resolutions of the Directors must be passed by a majority of votes cast by Directors entitled to vote on the resolution.

9.6.2 Each Director present at a Board meeting has one vote.

9.6.3 Where the resolution to be considered by Directors is in relation to any of the following Major Policy Issues, the resolution must be approved by at least
two-thirds of Directors present at the meeting and entitled to vote on the resolution:

(a) approval of the Company's annual business plan and budget;

(b) appointment or removal of the Company's auditor;

(c) appointment or removal of the Company's general manager;

(d) execution of any contract or entering into any commitment not provided for in the Company's annual business plan and budget with a value of $50,000 or more (or such greater amount as is agreed from time to time by at least two-thirds of Directors present at the meeting and entitled to vote on the matter);

(e) incurring any capital expenditure or liability not provided for in the Company's annual business plan and budget of $50,000 or more, for an individual transaction or for a series of transactions in aggregate in any financial year;

(f) the acquisition of any freehold land;

(g) entering into leases of real property with rental payments of more than $50,000 for each financial year;

(h) obtaining new or increasing existing external borrowings where the total of all external borrowings exceeds $200,000;

(i) sale of the whole or part of any material asset or undertaking of the Company including, without limitation, the sale of any assets with a value of $50,000 or more not provided for in the Company's annual business plan and budget;

(j) entering into any transaction which is not proposed on a commercial "arms length" basis or of any unusual or onerous nature or which is outside the ordinary course of business of the Company;

(k) subject to clause 9.6.3(p), the execution of any service or consultancy contract with a term of more than 12 months, or a financial commitment of $50,000 or more;

(l) approval of any enterprise agreement to govern the employment of any of the Company's employees;

(m) approval of remuneration levels for senior staff and increases in remuneration;

(n) provision of any encumbrance by the Company over any of its assets, property, undertaking or uncalled capital securing an amount in excess of $50,000;

(o) execution of contracts between the Company and any member or its related body corporate;
(p) any payments to Directors; or

(q) delegation to a single Director, committee of Directors, employee or another competent person the power to make decisions on behalf of the Directors in respect of a particular Major Policy Issue for a specified period of time and subject to any restrictions that the Directors see fit.

(This substitutes for section 248G of the Act which is a replaceable rule.)

10. SECRETARY

10.1 Requirement for secretary

The Company must have at least 1 secretary.

(This reflects section 204A(2) of the Act.)

10.2 Appointment of secretary

A secretary must be appointed by the Directors.

(This reflects section 204D of the Act.)

10.3 Natural person not a minor as secretary

A secretary must be a natural person who has attained the age of 18 years.

(This reflects section 204B(1) of the Act.)

10.4 Australian resident as secretary

The secretary, or one of the secretaries, must be a person who ordinarily resides in Australia.

(This reflects section 204A(2) of the Act.)

10.5 Acting secretary

10.5.1 If there is a secretary, but the secretary is not capable of acting, any act or thing required or authorised to be done by or in relation to the secretary may be done by any assistant or deputy secretary or such other person.

10.5.2 If there is no assistant or deputy secretary, or no assistant or deputy secretary is capable of acting, by or in relation to any act or thing required or authorised to be done by, or in relation to, the secretary, an officer authorised by the Directors to do that act or thing.

10.6 Terms and conditions of office of secretary

10.6.1 A secretary holds office on the terms and conditions (including as to remuneration) that the Directors determine.

(This substitutes for section 204(F) of the Act which is a replaceable rule.)
10.6.2 The Directors may vary, terminate or suspend any appointment of a person as a secretary.

11. MINUTES

11.1 Company must keep minute books

The Company must keep minute books in which it records within one month:

11.1.1 Decisions of the Member;

11.1.2 proceedings and resolutions of Directors’ meetings (including meetings of a committee of Directors); and

11.1.3 resolutions passed by Directors without a meeting.

11.2 Minutes to be signed

The Company must ensure that minutes of a meeting are signed within a reasonable time after the meeting by either:

11.2.1 the chair of the meeting; or

11.2.2 the chair of the next meeting.

11.3 Resolution without meeting

The Company must ensure that minutes of the passing of a resolution without a meeting are signed by a Director within a reasonable time after the resolution is passed.

11.4 Location of minute books

The Company must keep the minute books of the Company at:

11.4.1 the Office;

11.4.2 the Company’s principal place of business in Australia; or

11.4.3 another place approved by ASIC.

(This reflects section 251A of the Act.)

12. INSPECTION OF BOOKS

The Member may inspect books of the Company.

(This substitutes for section 247D of the Act which is a replaceable rule.)

13. INSPECTION OF FINANCIAL RECORDS

13.1 Director access

A Director of the Company has a right of access to the financial records at all times.
13.2 **Member access**

The Member may inspect any financial record of the Company.

*(See sections 286-289 of the Act.)*

14. **NOTICES**

14.1 **Giving of Notices**

Any notice or document given in accordance with this Constitution is to be treated as validly given, if it is given the person entitled, or to that person's duly authorised representative.

14.2 **When notice is given**

Where a specified period (including a particular number of days) must elapse or expire from or after the giving of a notice before an action may be taken, neither the day on which the notice is given or the day on which the action is to be taken may be counted in calculating the period.

14.3 **Notice by Members and Directors of address for service**

The Member, and each Director must notify the Company in writing of as many as possible of the following:

14.3.1 postal address;

14.3.2 electronic (email) address;

14.3.3 contact fax number;

14.3.4 a contact mobile phone number,

for service of notice.

The addresses of Directors and of the Member must be recorded in the Register. Subject to this Constitution and the Act, if any such person fails to do so, that person is not entitled to any notice.

14.4 **How notices are given to the Member and to Directors**

Subject to the Act and this Constitution, the Company may give notice to the Member or a Director:

14.4.1 by serving it on the Member or Director personally;

14.4.2 by post or delivery to the postal address of the Member as recorded in the Register or, in the case of Directors, as provided to the Company;

14.4.3 by fax number or electronic (email) address of the Member as recorded in the Register or, in the case of Directors, as provided to the Company;
14.4.4 in the case of notice to a Director, with the Director's prior consent, by sending an SMS message to the mobile telephone number of the Director as provided to the Company but only if the person sending the notice and the Director are able to both prove that the notice has been sent and received; or

14.4.5 by any other means consented to by the Company and the Member or the Director.

14.5 How notices are given to the Company

Notices are to be given to the Company by post or delivery to the Office.

14.6 When notices are taken to be given

A notice sent by post is taken to be given two days after it is posted. A notice by fax, email, SMS or other electronic means is taken to be given on the day on which the sender obtains machine acknowledgment of successful transmission in the form of an electronic "sent" notification.

15. LIABILITY OF MEMBERS

The liability of the Member of the Company is limited.

16. WINDING UP

16.1 If the Company is wound up the Member undertakes to contribute to the assets of the Company for payment of:

16.1.1 debts and liabilities of the Company contracted before the Member's membership ceases;

16.1.2 costs, charges and expenses of the winding up of the Company; and

16.1.3 adjustment of the rights of the contributories amongst themselves, such amount as may be required but not exceeding $10.00.

16.2 If upon the winding up or dissolution of the Company, there remains after the satisfaction of all its debts and liabilities any property whatsoever, that property must not be paid to the Member.

16.3 All remaining property of the Company under clause 16.2 must be paid and applied by the Company to any entity or organisation which is an entity or organisation owned or controlled by the University which is a charity.

16.4 If there is no organisation owned or controlled by the University which is a charity the surplus must be given to an organisation approved by the Board which has similar:

i) Object to uwsconnect; and
ii) Restrictions on the use of its income as uwsconnect; and
iii) Is a charity.
16.5 The institution or institutions to which property will be transferred is to be
determined by the Company at or before the time of winding up or dissolution, and in
default thereof by the Supreme Court of New South Wales.

If effect cannot be given to clauses 16.3 to 16.5 the property under clause 16.2 must be
given to a charitable purpose.

17. INDEMNITY

17.1 Indemnity against liabilities

Subject to clause 17.4, to the extent permitted by law and without limiting the powers
of the Company, the Company must indemnify on a full indemnity basis each person
who is, or has been, an officer of the Company:

17.1.1 against any Liability which results from facts or circumstances relating to the
person being or having been an officer of the Company;

17.1.2 for legal costs incurred in defending an action for liability which results from
facts or circumstances relating to the person being or having been an officer of
the Company if the costs are incurred other than as an officer of the Company:

(a) in defending or resisting civil proceedings in which the person is found
to have a liability for which there is no indemnity under clause 17.1.1;

(b) in defending or resisting criminal proceedings in which the person is
found guilty;

(c) in defending or resisting proceedings brought by ASIC or a liquidator
for a court order if the grounds for making the order are found by the
court to be established; or

(d) in connection with proceedings for relief to the person under the Act in
which the court denies the relief.

17.1.3 Clause 17.1.2(c) does not apply to costs incurred in responding to actions
taken by ASIC or a liquidator as part of an investigation before commencing
proceedings for the court order.

(See section 199A of the Act.)

17.2 Insuring officers of the Company

To the extent permitted by law, the Company or its related bodies corporate may pay a
premium (whether directly or through an interposed entity) for a contract insuring a
person who is or has been an officer of the Company against:

17.2.1 any liability incurred by that person which results from facts or circumstances
relating to the person being or having been an officer of the Company unless
such liability arises out of conduct involving a wilful breach of duty in relation
to the Company or a contravention of section 182 or 183 of the Act; and

17.2.2 any liability for legal costs incurred by that person which results from facts or
circumstances relating to the person being or having been an officer of the
Company including in relation to liability arising out of conduct involving a wilful breach of duty in relation to the Company or a contravention of section 182 or 183 of the Act.

(See section 199B of the Act.)

17.3 **Company may make separate contracts and bring separate actions**

17.3.1 The Company may enter into an agreement or other document under which the Company may give any or all of the indemnities contemplated in this clause 17. The terms of such agreement or other document may apply to acts or omissions prior to or after the time of entering into the indemnity.

17.3.2 Any indemnities given by the Company in connection with this clause 17 do not affect the right of the Company to bring any demand or action against any exiting or former officer of the Company or its related bodies corporate, including any demand or action arising out of the negligence of that person.

17.4 **Directors may resolve not to indemnify**

The Directors may resolve that the indemnities in clause 17.1:

17.4.1 are not to apply to a specified person or class of persons; or

17.4.2 will not apply unless the Company has confirmed the indemnity under clause 17.3.1 by a contract which is in force.

17.5 **Interpretation**

17.5.1 Nothing in clauses 17.1 to 17.3 is to be taken to limit the power of the Company, as permitted by the Act, to indemnify or pay a premium for a contract insuring a person who is, or has been, an officer of the Company or its related bodies corporate.

17.5.2 The benefit of any indemnity previously provided by the Company to an officer or former officer of the Company in respect of liabilities incurred prior to 13 March 2000 is not affected by this clause 17.

17.5.3 Subject to the Act, the benefit of any indemnity given under this clause 17 continues even after the terms of this clause 17 are modified or deleted, in respect of a liability arising out of acts or omissions occurring prior to the modification or deletion.

17.6 **Payments not remuneration**

Any payment made by the Company under clauses 17.1 to 17.2 does not constitute remuneration for the purposes of this Constitution.

18. **INTERNAL DISPUTES**

18.1 The Directors must ensure that a mechanism is established for resolving internal disputes within the Company's membership. This may include:
(a) the appointment of an independent person to negotiate with the parties to resolve the dispute;

(b) a process to bring the parties together to resolve the dispute at an early stage; or

(c) a process to ensure that all parties receive a full and fair opportunity of presenting their case.

18.2 Where the dispute cannot be resolved internally, the dispute is to be submitted to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules.

18.3 If the dispute is not resolved within the time agreed at the commencement of mediation pursuant to 18.2, either party may refer the dispute to arbitration or commence proceedings in relation to the dispute.

19. COMPLAINTS

The Directors must ensure that a mechanism is established that will properly and effectively deal with complaints made by students or other members of the public in relation to the services provided by the Company and grievances from employees.

20. AMENDING THIS CONSTITUTION

Subject to the Act:

20.1 By special resolution

Subject to the Act, the Company may modify or repeal this Constitution or a provision of this Constitution, by special resolution.

20.2 Date effective

A special resolution modifying or repealing this Constitution takes effect:

20.2.1 if no later date is specified in the resolution, the date on which the resolution is passed; or

20.2.2 on a later date specified in or determined in accordance with the resolution.

(This reflects section 137 of the Act.)

20.3 Notice to Australian Taxation Office

The Company may not in any way modify or repeal any of clauses 16.2 to 16.5 (inclusive) (relating to distribution of the Company's property on winding up) unless prior written notice is given by or on behalf of the Company to the Australian Taxation Office.