

PET INDUSTRY ASSOCIATION OF AUSTRALIA LIMITED
ACN 001 782 770

A Company Limited by Guarantee

Registered under the Corporations Act 2001 and taken to be registered in New South Wales

GENERAL

1. Name and Nature of the Company

- 1.1 The name of the Company is the Pet Industry Association of Australia Limited.
- 1.2 The Company is a public company limited by guarantee.

2. Replaceable Rules

This Constitution displaces the Replaceable Rules to the extent that it is inconsistent with any Replaceable Rules.

3. Objects

- 3.1 The Object of the Company is - through education, promotion of excellence, enterprise and integrity - to advance the Pet Industry in Australia and the welfare of the Pets and their owners. In fulfilling this Object the Company will:
 - 3.1.1 promote, protect and advance the interests and education of the Pet Industry in Australia;
 - 3.1.2 develop, promote and enforce Codes of Practice, quality standards, education packages and the like for any and/or all of the Members;
 - 3.1.3 secure for the Members the advantage of unity of action in all matters affecting their interests;
 - 3.1.4 promote and maintain good relations between the Members;
 - 3.1.5 influence the advancement and development of the Pet Industry by providing quality data and communications to aid public opinion;
 - 3.1.6 represent the interests of the Members in all branches of trade, and provide technical and other data, before any Commonwealth, State body or Tribunal, constituted for the purpose of dealing with any matters affecting the Pet Industry and trade carried on by the Members;
 - 3.1.7 organise conferences, seminars, trade displays, shows and similar functions for education and promotion of the Pet Industry and the Members throughout Australia;
 - 3.1.8 promote, seek, or oppose legislation or other measures affecting the interests of the Members;
 - 3.1.9 provide and promote advice, support and other benefits for the benefit of Members;
 - 3.1.10 undertake research; develop, collect and analyse data; and distribute statistical or other information concerning the Pet Industry;
 - 3.1.11 provide internal and external communications to enhance Australian public knowledge of the Pet Industry;

- 3.1.12 promote the humane treatment of animals in all areas including breeding, handling, transportation, retailing and housing;
- 3.1.13 promote recognition of the importance of the Pet Industry and the contribution which it makes to the economy and public welfare;
- 3.1.14 hold, arrange or participate in competitions and source, provide or contribute towards the provision of prizes and awards;
- 3.1.15 subscribe, affiliate, join, cooperate with or amalgamate with organisations with similar objects, to the extent allowed by this Constitution; and
- 3.1.16 undertake all normal business activities and to do all such other things as are incidental or conducive to the attainment of the Objects and the exercise of the powers of the Company.

4. Income and Property

- 4.1 The Company will only apply the income and property of the Company in promoting the Object of the Company.
- 4.2 The Company must not amalgamate with any organisation which does not, to at least the same extent as this Constitution, restrict the application of its income or property and prohibit distributions to its members.

5. No Distribution to Members

- 5.1 Subject to Clause 5.2 of this Constitution, the Company must not make any distributions directly or indirectly by way of dividend, bonus or otherwise to any Members.
- 5.2. Nothing in this Constitution prevents the Company, with the approval of the Directors and acting in good faith, paying:
 - 5.2.1 reasonable remuneration to a Member who is an employee of the Company;
 - 5.2.2 reasonable remuneration for services rendered or goods supplied by a Member to the Company in the ordinary course of business;
 - 5.2.3 interest, at rates identical to bank business savings accounts rates, on money borrowed by the Company from a Member;
 - 5.2.4 reasonable rent for premises leased to the Company by a Member;
 - 5.2.5 out of pocket expenses incurred by a Member, for or on behalf of the Company; or
 - 5.2.6 any other reasonable amount of similar character to those described in this Clause 5.2.

6. Winding Up

- 6.1 The liability of Members is limited to an amount of \$1.00 per Member.
- 6.2 In the event of the winding up of the Company every Member, while a Member, or within 1 year after ceasing to be a Member, undertakes to contribute to the assets of the Company for payment (to an extent not exceeding \$1.00) for:
 - 6.2.1 any debts and liability incurred before Membership ceased;
 - 6.2.2 the costs, charges and expenses of winding-up; and
 - 6.2.3 the adjustment of the rights of the contributors among themselves.

7. Distribution of Surplus

- 7.1 In the event of a winding-up or dissolution of the Company, any property remaining after the satisfaction of all debts and liabilities of the Company shall be given or transferred to some other corporation(s) or institution(s) having:
- 7.1.1 objects similar to those of the Company;
 - 7.1.2 a constituent document which requires its income and property to be applied in promoting its objects; and
 - 7.1.3 a constituent document which prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the Company pursuant to Clause 5.
- 7.2 The identity of the corporation(s) or institution(s) shall be determined by the Members at or before the time of winding up or dissolution, and failing such determination being made, by application of the Supreme Court for determination.

MEMBERSHIP

8. Membership

8.1. Classes of Membership

There shall be two Classes of Membership being:

- 8.1.1 Full Membership; and
- 8.1.2 Associate Membership.

8.2 Full Membership

- 8.2.1 Full Membership of the Company is open to any person or body corporate engaged in any capacity in trade in the Pet Industry and having an Australian Business Number.
- 8.2.2 Full Members are Voting Members.

8.3 Associate Membership

- 8.3.1 Associate Membership of the Company is open to:
 - 8.3.1.1 any person or body corporate who does not hold an Australian Business Number; or
 - 8.3.1.2 any person or body corporate who holds an Australian Business Number but is not engaged in any capacity in trade in the Pet Industry; or
 - 8.3.1.3 any other person or body corporate who applies for Associate Membership in accordance with this Constitution and is approved by the Board.
- 8.3.2 Associate Members are Non-Voting Members.

8.4 Categories of Membership

- 8.4.1 Full Members shall be further categorised into the Membership Categories.

- 8.4.2 The Board will determine to which Membership Category each Full Member belongs, noting the preference that each applicant for Full Membership indicates on their application form.
- 8.4.3 A Member may, with the consent of the Board, change their Membership Category. A request to change Membership Category shall be made in writing by a Full Member to the Board. The Board shall not approve a change of Membership Category within the three (3) calendar months prior to the date of an annual general meeting of the Company.

8.5 Applications

Each applicant for Membership must:

- 8.5.1 sign and deliver to the Company Secretary an application in the form prescribed by the Board from time to time (including in electronic form); and
- 8.5.2 pay any Annual Membership Fee in accordance with Clause 9; and
- 8.5.3 undertake to abide by, and to comply with, the Code of Practice and this Constitution; and
- 8.5.4 undertake to participate in any accreditation, quality standard or other scheme agreed by the Board from time to time.

8.6 Entry into Membership

- 8.6.1 The Board shall determine whether to accept or reject an application for Membership.
- 8.6.2. If an application for Membership is successful, the Board must:
 - 8.6.2.1 give written notice of acceptance to the applicant including details of the Class of Membership and, in relation to Full Members, the Membership Category within which the Member falls, and specify the rights that are attached to that Class of Membership and, in relation to Full Members, Membership Category; and
 - 8.6.2.2 request payment of any amount owing for the Annual Membership Fee; and
 - 8.6.2.3 upon payment of the amount requested pursuant to Clause 8.6.2.2, enter the applicant's name in the Register.
- 8.6.3 If an application for Membership is unsuccessful, the Board must serve the applicant with a notice in writing:
 - 8.6.3.1 setting out the determination of the Board;
 - 8.6.3.2 stating that the applicant may address the Board at a Board meeting to be held not earlier than fourteen (14) days and not later than sixty (60) days after service of the notice;
 - 8.6.3.3 stating the date, place and time of that meeting; and
 - 8.6.3.4 informing the applicant that the applicant may do either or both of the following:
 - 8.6.3.4.1 attend and speak at that meeting;
 - 8.6.3.4.2 submit to the Board at or prior to the date of the meeting, written representations relating to the determination.
- 8.6.4 At a meeting of the Board held as referred to in Clause 8.6.3.2, the Board must:

- 8.6.4.1 give the applicant an opportunity to make oral representations and allow the applicant to use any technology (reasonably available to the Board) that gives the applicant a reasonable opportunity to do so;
 - 8.6.4.2 give due consideration to any written representations submitted to the Board by the applicant at or prior to the Board meeting; and
 - 8.6.4.3 by majority, determine whether to confirm or to revoke the determination.
- 8.6.5 The applicant must be notified in writing of the decision of the Board within seven (7) days. If the Board resolves to confirm the rejection, the applicant must be refunded in full any Fees paid by the applicant.

8.7 No Transfers

The rights, privileges and obligations of Membership are not transferable whether by operation of law or otherwise.

8.8 Ceasing to be a Member

- 8.8.1 A Member's Membership will cease and the Member will be removed from the Register:
- 8.8.1.1 on the date that the Company Secretary receives written notice of resignation from that Member in accordance with Clause 8.9 of this Constitution;
 - 8.8.1.2 if that Member is expelled in accordance with Clause 8.10;
 - 8.8.1.3 subject to Clause 9.3, if the Annual Membership Fee is unpaid for a period of one (1) calendar month after it became due and payable;
 - 8.8.1.4 upon that Member dying;
 - 8.8.1.5 if, being a corporation:
 - 8.8.1.5.1 that Member is dissolved or otherwise ceases to exist;
 - 8.8.1.5.2 that Member has:
 - 8.8.1.5.2.1 a receiver;
 - 8.8.1.5.2.2 a receiver and manager;
 - 8.8.1.5.2.3 a liquidator;
 - 8.8.1.5.2.4 an administrator;
 - 8.8.1.5.2.5 an administrator of a deed of company arrangement; or
 - 8.8.1.5.2.6 a trustee of other person administering a compromise or arrangement between the Member and someone else;
 - appointed to it; or
 - 8.8.1.6 if the Company in general meeting resolves by Special Resolution to terminate the Membership of a Member whose conduct or circumstances in the opinion of the Company renders it undesirable that that Member continue to be a Member of the Company. The Member must be given at least twenty one (21) days' notice of the proposed resolution and must be given the opportunity to be heard at the meeting at which the resolution is proposed.

- 8.8.2 The estate of a deceased Member is not released from any liability in respect of that person being or having been a Member.

8.9 Resignation

- 8.9.1 A Member may resign as a Member by giving the Company Secretary notice in writing.
- 8.9.2 A resignation by a Member takes effect immediately on the giving of that notice to the Company Secretary.
- 8.9.3 At the date of resignation, the Member is still liable for:
- 8.9.3.1 any current Annual Membership Fee due and unpaid; and
 - 8.9.3.2 arrears of any Annual Membership Fee due and unpaid; and
 - 8.9.3.3 any other sum owing to the Company; and
 - 8.9.3.4 any sum not exceeding \$1.00 that the Member is required to contribute to the Company in accordance with Clause 6.

8.10. Expulsion or Suspension

- 8.10.1 Where the Board is of the opinion that a Member:
- 8.10.1.1 has wilfully refused or neglected to comply with any provision or provisions of this Constitution; or
 - 8.10.1.2 is guilty of any conduct, which, in the reasonable opinion of the Board is prejudicial to the interests of the Company or has the potential to bring the Company into disrepute;
- the Board may:
- 8.10.1.3 censure a Member; or
 - 8.10.1.4 suspend a Member, for such a period and from enjoying such rights and privileges of Membership as the Board may determine; or
 - 8.10.1.5 expel a Member and remove his name from the Register.
- 8.10.2 Before passing a resolution under this Clause 8.10 the Board must serve the Member with a notice in writing:
- 8.10.2.1 setting out the resolution of the Board and the grounds upon which it is based;
 - 8.10.2.2 stating that the Member may address the Board at a meeting to be held not earlier than fourteen (14) days and not later than twenty eight (28) days after service of the notice, unless otherwise agreed between the Member and the Board;
 - 8.10.2.3 stating the date, place and time of that meeting; and
 - 8.10.2.4 informing the Member that the Member may do either or both of the following:
 - 8.10.2.4.1 attend and speak at that meeting;
 - 8.10.2.4.2 submit to the Board at or prior to the date of that meeting written representations relating to the resolution.
 - 8.10.2.5 At a meeting of the Board held in accordance with this Clause 8.10.2, the Board must:

- 8.10.2.5.1 give the Member an opportunity to make oral representations;
 - 8.10.2.5.2 give due consideration to any written representations submitted to the Board by the Member at or prior to the meeting; and
 - 8.10.2.5.3 resolve whether to confirm or to revoke the decision to censure, expel or suspend the Member.
- 8.10.2.6 The Member must be notified in writing of the decision of the Board within seven (7) days. If the Board resolves to confirm the expulsion or suspension, the Member must also be notified of the right of appeal available under Clause 8.11.
- 8.10.2.7 A resolution confirmed by the Board under Clause 8.10.2.5.3 does not take effect:
- 8.10.2.7.1 until the expiration of the period within which the Member is entitled to appeal against the resolution; or
 - 8.10.2.7.2 if the Member exercises the right of appeal, until the Disciplinary Committee confirms the resolution pursuant to Clause 8.11.4.

8.11 Right of Appeal of Expelled/Suspended Member

- 8.11.1 The Board will establish a committee for the purpose of conducting disciplinary proceedings against a Member (**Disciplinary Committee**). The Disciplinary Committee will comprise of an independent panel of three experts, all chosen by the Board. The experts will be chosen based upon the nature of the alleged misconduct by the Member. The Disciplinary Committee may seek advice from any relevant source.
- 8.11.2 A Member may appeal to the Disciplinary Committee against a resolution of the Board, which is confirmed under Clause 8.10.2.5.3. Written notice of such an appeal must be lodged with the Company Secretary within seven (7) days of service of the notice required under Clause 8.10.2.6.
- 8.11.2 Within forty two (42) days after receipt of a notice of appeal from the Member the Disciplinary Committee must convene a meeting.
- 8.11.3 At a Disciplinary Committee meeting convened under Clause 8.11.2:
- 8.11.3.1 the Board and the Member must be given the opportunity to state their respective cases orally or in the writing, or both using any technology (reasonably available to the Board) that gives the Member and the Board a reasonable opportunity to do so; and
 - 8.11.3.2 the Disciplinary Committee must vote by ballot on the question of whether the Board resolution will be confirmed.
- 8.11.4 The Disciplinary Committee's decision, pursuant to Clause 8.11.3.2 is final. The Member is not entitled to appeal the Disciplinary Committee's decision.
- 8.11.5 The Member the subject of these disciplinary procedures is entitled to:
- 8.11.5.1 subject to Clause 8.11.5.2, bring a support person to any meeting with the Disciplinary Committee or the Board, which meetings are being held pursuant to this Clause 8.11; and
 - 8.11.5.2 if the support person is legally qualified, the Member must notify the Disciplinary Committee or the Board (as the case may be) at least five (5) business days before the meeting that the support person attending the meeting will be legally qualified.

- 8.11.6 Natural justice will be applied during every disciplinary process under this Clause 8.11, requiring the Board and Disciplinary Committee to act fairly, in good faith and without bias or conflict of interest when making its decision.

8.12 Resolutions of Disputes Between Members

- 8.12.1 Disputes between Members (in their capacity as Members), including any disputes in relation to the Company's fundraising activities, shall be referred to the Board which must take steps to resolve the dispute.
- 8.12.2 If a dispute so referred is not solved to the satisfaction of any party to the dispute within sixty (60) days of its being referred, then that party may refer the dispute to mediation before a mediator appointed by mutual agreement of the parties.
- 8.12.3 Failing agreement by the parties to the appointment of a mediator within fourteen (14) days of a party notifying the other party of its intention to refer the dispute to mediation, the appointment of the mediator shall be made by the President of the New South Wales Law Society.
- 8.12.4 The costs of the mediator appointed pursuant to Clause 8.12.2 or Clause 8.12.3 (as the case may be) shall be shared equally between the Members party to the dispute.
- 8.12.5 At least seven (7) days before a mediation session established by a mediator appointed pursuant to Clause 8.12.2 or Clause 8.12.3 (as the case may be) is to commence, the parties to the dispute are to exchange statements of the issues that are in dispute between them and supply copies to the mediator.

8.13 Representative

- 8.13.1 This Clause 8.13 only applies to existing Organisational Members and applicants for Organisational Membership.
- 8.13.2 Where a Member or an applicant for Membership is not an individual person, it must appoint as its Representative a natural person.
- 8.13.3 The name and address of the Representative will be entered in the Register as the representative of the Organisational Member.
- 8.13.4 All correspondence and notices from the Company will be served on that Representative and any notice served on a Representative will be deemed to be service on the Organisational Member which is represented by that particular Representative.
- 8.13.5 If the appointment of a Representative by the Organisational Member is made by reference to a position held, the appointment must identify the position.
- 8.13.6 Despite Clause 8.7, an Organisational Member may remove and replace a Representative where the Organisational Member gives written notice to the Board in a form approved by the Board.
- 8.13.7 A signature by a Representative of an Organisational Member on behalf of that Organisational Member is taken to be the signature of that Organisational Member for the purposes of this Constitution.
- 8.13.8 Any power or right of an Organisational Member as granted by this Constitution can be exercised by the Representative of that particular Organisational Member.
- 8.13.9 Organisational Members are represented at meetings of Members by their Representatives, subject to the right of a Representative to appoint a proxy pursuant to Clause 10.13.
- 8.13.10 The actions of a Representative bind the Organisational Member which is represented by that particular Representative.

8.13.11 Each Representative will comply with the terms of this Constitution in all matters pertaining to the Company as if a Member himself or herself.

9. Fees

- 9.1 There shall be an Annual Membership Fee payable by each Member to the Company.
- 9.2 Subject to Clause 9.3, the amount of the Annual Membership Fee shall be payable by Members at such times and in such manner as determined by the Board from time to time. The Board may charge different Classes of Membership or different Membership Categories different Annual Membership Fees.
- 9.3 The Board may in its discretion:
- 9.3.1 determine that no Annual Membership Fee is payable by a Member or Members (in whole or in part) in a given year; or
 - 9.3.2 extend the time for payment of the Annual Membership Fee by any Member; or
 - 9.3.3 allow for payment of the Annual Membership Fee by instalments.
- 9.4 No part of any Annual Membership Fee shall be refunded to a Member who ceases to be a Member in accordance with Clause 8.8.
- 9.5 The Board may determine that a Member must pay to the Company:
- 9.5.1 interest at a rate reasonably determined by the Board on any Fees which are not paid on or before the time appointed for payment, from the time appointed for payment to the actual time of payment; and
 - 9.5.2 expenses incurred by the Company because of failure to pay, or late payment of, that amount.

GENERAL MEETINGS

10. Meetings of Members

10.1 Who can call meetings of Members

- 10.1.1 Subject to the Act, any four (4) Directors may convene a meeting of Members at a time and place as the Directors think fit.
- 10.1.2 The Directors must call and arrange to hold a general meeting on the request of Members made in accordance with the Act.
- 10.1.3 The Members may call and arrange to hold a general meeting as provided by the Act.

10.2 Annual General Meeting

The Company must hold an annual general meeting in accordance with the Act.

10.3 How to call meetings of Members

- 10.3.1 Subject to consent to shorter notice being given in accordance with the Act, at least twenty one (21) days notice of any general meeting must be given specifying:
- 10.3.1.1 the place, day and hour of the meeting;
 - 10.3.1.2 the general nature of any business to be transacted at the meeting;

10.3.1.3 if a Special Resolution is to be proposed, the details of and intention to propose it;

10.3.1.4 if the meeting is to be held in two or more places, the technology that will be used to facilitate this;

10.3.1.5 any other information required by the Act.

10.3.2 The accidental omission to give notice of any general meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice will not invalidate the proceedings at or any resolution passed at the meeting.

10.4 **Right to attend meetings**

10.4.1 Each Member, the Chief Executive Officer, Company Secretary, Treasurer and any auditor of the Company is entitled to attend meetings of Members.

10.4.2 Subject to other provisions in this Constitution, each Director is entitled to speak at all meetings of Members.

10.4.3 Notwithstanding Clause 10.4.1, no Member shall be entitled to attend a Members' meeting, or vote at a Members' meeting, if the Annual Membership Fee payable by that Member is more than one (1) calendar month in arrears at the date of the Members' meeting.

10.5 **Meetings at more than one place**

10.5.1 A meeting of Members may be held at two (2) or more places using any technology that gives the Members a reasonable opportunity to participate in the meeting.

10.5.2. If a meeting of Members is held in two (2) or more places the Chairperson of the meeting may determine at which place the meeting is taken to have been held.

10.6 **Quorum**

10.6.1 No business shall be conducted at a general meeting unless there is a quorum of Members Present at all times during the meeting.

10.6.2 A quorum for a general meeting is twenty (20) Members Present and entitled to vote.

10.6.3 If a quorum is not present within half an hour of the time at which the meeting was to have commenced, the meeting shall be:

10.6.3.1 dissolved, if the meeting was convened following a requisition of Members; or

10.6.3.2 in any other case, be adjourned to the same day and the same time of the next week unless the Board determines otherwise.

10.6.4 If at an adjourned meeting a quorum is not present within half an hour of the time at which the adjourned meeting was to have commenced, the meeting may proceed provided there are at least fifteen (15) Members Present and entitled to vote, or dissolved on a resolution of the Directors present at the meeting.

10.7 **Chairperson**

10.7.1 The President of the Company shall preside as Chairperson at every general meeting of the Company.

10.7.2 If there is no President, or the President is not present at the meeting within fifteen (15) minutes after the time appointed for the meeting, or is unwilling or unable to act, then the Directors present may, by simple majority vote, elect

another Director to chair all or part of the meeting of Members. If no Director is so chosen, or if all the Directors present decline to take the chair, the Members Present may choose one of their number to be Chairperson of the meeting.

10.7.3 Subject to the Act, the Chairperson is responsible for the general conduct of a meeting and for the procedures to be adopted for that meeting.

10.8 Resolutions of Members

10.8.1 Subject to the Act, a resolution is passed by simple majority in favour of the resolution by Members Present and entitled to vote on the resolution.

10.8.2 Unless a poll is requested, a resolution put to the vote at a meeting of Members must be decided on a show of hands.

10.8.3 A declaration by the Chairperson that a resolution has, on a show of hands, been passed, or not passed, and an entry to that effect in the minutes of the meeting is sufficient evidence of that fact.

10.9 Polls

10.9.1 A poll may be demanded on any resolution of a meeting of Members except:

10.9.1.1 the election of the Chairperson of that meeting; or

10.9.1.2 the adjournment of that meeting.

10.9.2 A poll on a resolution at a meeting of Members can be demanded by:

10.9.2.1 at least three (3) Members Present and entitled to vote on that resolution; or

10.9.2.2 the Chairperson.

10.9.3 A poll on a resolution at a meeting of Members may be demanded:

10.9.3.1 before a vote on that resolution is taken; or

10.9.3.2 before the result of the vote on that resolution on a show of hands has been declared.

10.9.4 A demand for a poll may be withdrawn.

10.9.5 A poll demanded on a resolution at a meeting of Members must be taken in the manner and at the time and place that the Chairperson directs.

10.9.6 The result of the poll shall be the resolution of the meeting at which the poll was demanded.

10.9.7 A demand for a poll on a resolution at a meeting of Members does not prevent the continuance of that meeting or that meeting dealing with any other business.

10.10 Adjourned, Cancelled and Postponed Meetings

10.10.1 Subject to the provisions of the Act and this Constitution the Board may cancel a general meeting of the Company:

10.10.1.1 convened by the Board; or

10.10.1.2 which has been convened by a Member or Members pursuant to the Act upon receipt by the Company of a written notice withdrawing the requisition signed by that Member or those Members.

10.10.2 The Board may postpone a general meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the Members relating to the original meeting.

10.10.3 Where any general meeting is cancelled or postponed or the venue for a general meeting is changed:

10.10.3.1 the Board must endeavour to notify in writing each person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by any means permitted by this Constitution and in the case of the postponement of a meeting, the new place, date and time for the meeting; and

10.10.3.2 any failure to notify in writing any person entitled to receive notice of the meeting or failure of a person to receive a written notice shall not affect the validity of the cancellation, the change of venue or the postponement of the meeting.

10.11 **Number of Votes**

10.11.1 Subject to Clause 10.4.3, on a show of hands or on a poll at a meeting of Members, every Voting Member Present has one vote.

10.11.2 In the case of an equality of votes, the Chairperson has a casting vote both on a show of hands and on a poll, in addition to any vote the Chairperson has in respect of that resolution.

10.11.3 The authority of a proxy or attorney to speak or vote at a meeting is suspended while the Member represented by the proxy is present in person at that meeting.

10.12 **Objections to qualification to vote**

10.12.1 An objection to the qualification of any person to vote at a meeting of Members may only be made:

10.12.1 before the meeting, to the Board or Company Secretary; or

10.12.2 at the meeting (or any resumed meeting after adjournments) to the Chairperson.

10.12.2 An objection under this Clause 10.12 must be decided by the Board or the Chairperson, (as the case may be) whose decision, made in good faith, is final and conclusive.

10.13 **Proxies**

10.13.1 A Voting Member or a Representative who is entitled to attend and vote at a general meeting of the Company may appoint a person as the Voting Member's or Representative's proxy to attend and vote for the Member or Representative at the meeting.

10.13.2 If a Voting Member or Representative appoints a proxy, the proxy is entitled to vote on a show of hands and on a poll.

10.13.3 The instrument appointing a proxy shall be in the form attached to this constitution as Schedule 2, and may make provision for the Chairperson of the meeting to act as proxy in the absence of any other appointment or if the person nominated fails to attend.

10.13.4 The instrument appointing a proxy shall be in writing and duly executed by the appointor or the appointor's attorney duly authorised in writing or, if the appointor is a corporation, signed by its Representative, an authorised officer or attorney of the corporation.

- 10.13.5 Subject to the Act, the decision of the Chairperson as to the validity of an instrument appointing a proxy is final and conclusive.
- 10.13.6 The instrument appointing a proxy, duly executed, together with any accompanying documents, must be lodged at the Office or any other nominated address, not less than forty eight (48) hours (or such shorter period as the Board may allow) prior to a general meeting or adjourned meeting or the time appointed for the taking of a poll.
- 10.13.7 The instrument appointing a proxy may be delivered to the Office by:
 - 10.13.7.1 mail;
 - 10.13.7.2 facsimile; or
 - 10.13.7.3 email.
- 10.13.8 A Voting Member or Representative may specify the manner in which a proxy or attorney is to vote on a particular resolution at a meeting of Members, but unless specified, the proxy or attorney may vote as he or she thinks fit.
- 10.13.9 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or unsoundness of mind of the principal, or revocation of the instrument or the authority under which the instrument is executed, if no notification of such has been received by the Company before the commencement of the meeting or adjourned meeting.
- 10.13.10 An instrument of proxy may be expressed to be a standing appointment. An instrument of proxy for a specified meeting is only valid for that meeting and any postponement or adjournment of that meeting.
- 10.13.11 An instrument of proxy may be revoked at any time by notice in writing to the Company.
- 10.13.12 The Chairperson of a general meeting may require any person acting as a proxy to establish to the satisfaction of the Chairperson that he is the person nominated as proxy in the form of proxy lodged under this Constitution. If the person is unable to establish his identity he may be excluded from voting either upon a show of hands or upon a poll.

10.14 Persons of Unsound Mind and Minors

- 10.14.1 A Voting Member:
 - 10.14.1.1 of unsound mind; or
 - 10.14.1.2 whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
 - 10.14.1.3 who is a minor;

may vote whether on a show of hands or on a poll by that Voting Member's committee or by such other person as properly has the management or guardianship of that Voting Member's estate or by the public trustee (as the case may be) and the committee or other person or trustee may vote by proxy or representative.
- 10.14.2 Any person having the right of management or guardianship of the person or estate in respect of a Voting Member as referred to in Clause 10.14.1 must not exercise any of the rights conferred under that clause unless and until the person has provided to the Board satisfactory evidence of the appointment of the person accordingly.

10.15 **Chairperson's Casting Vote**

In the case of an equality of votes whether on a show of hands or on a poll the Chairperson of the meeting at which the show of hands is taken or at which the poll is demanded is entitled to a casting vote.

BOARD

11. Directors

11.1 Number of Directors

11.1.1 The Company must not have less than seven (7) Directors.

11.1.2 If the number of Directors is below the minimum fixed by this Constitution, the Directors must not act except for:

11.1.2.1 appointing one or more additional Directors; or

11.1.2.2 to call, and to arrange to hold, a meeting of Members;

11.1.2.3 in emergencies.

11.2 Office Bearers

11.2.1 The Office Bearers of the Company shall be:

11.2.1.1 a President;

11.2.1.2 a Vice President;

11.2.1.3 a Treasurer; and

11.2.1.4 a Company Secretary.

11.2.2 The President and Vice President shall be Members and Directors.

11.2.3 The Company Secretary and Treasurer need not be Directors or Members, but if so, they must be appointed in accordance with this Constitution.

11.2.4 The Office Bearers shall be elected by the Board at the first meeting after the election of Directors and shall hold office for one (1) year.

11.2.5 Office Bearers shall be eligible for re-election for a further term of one (1) year. Office Bearers shall not hold office for more than nine (9) consecutive years.

11.2.6 Office Bearers are eligible for re-election on the expiry of one (1) year after they last held office.

11.3 Board Composition

11.3.1 The Board shall be comprised of:

11.3.1.1 six (6) Category Directors; and

11.3.1.2 two (2) National Directors.

11.3.2 The Category Directors shall consist of one (1) Member from each Membership Category.

11.3.3 The National Directors shall consist of two (2) Members from any Membership Category; however the two (2) National Directors must not be from the same Membership Category.

11.4 **Nomination for Board Elections**

- 11.4.1 Unless ineligible under this Constitution, a Voting Member may nominate himself or herself for election as a Category Director or a National Director, but not both.
- 11.4.2 A Member nominated for election as a National Director must be a Voting Member and must be nominated and seconded by a Voting Member from any Membership Category.
- 11.4.3 A Member nominated for election as a Category Director must be a Voting Member of the Membership Category the Member is being nominated for, in order to be eligible for nomination.
- 11.4.4 Nominations for election as a Category Director must be proposed and seconded by Voting Members of the Membership Category that the Member is being nominated for.
- 11.4.5 Any person who derives the majority of their annual gross income from the Company is ineligible to be nominated for election as a Director.
- 11.4.6 The election of Directors shall be as follows:
- 11.4.6.1 A nomination for the position of Director shall be in writing and lodged with the Company Secretary at least twenty eight (28) days before the annual general meeting at which the election results shall be declared.
- 11.4.6.2 The nomination must be signed by the nominee, the proposer and the seconder and state whether the nominee is nominating for the position of Category Director or National Director.
- 11.4.6.3 The Company Secretary shall ensure the preparation of the list of candidates in alphabetical order, organised in their respective Membership Categories where appropriate, and send (in accordance with the methods outlined in Clause 22) a copy of the list together with the ballot paper to the Members at least twenty one (21) days before the date of the annual general meeting.
- 11.4.6.4 Each Voting Member shall be entitled to vote for three (3) candidates:
- 11.4.6.4.1 one (1) Category Director for the Membership Category in which the Full Member candidate is enrolled; and
- 11.4.6.4.2 two (2) National Directors;
- by completing and delivering the ballot paper to the Office or other nominated address not later than forty eight (48) hours before the annual general meeting.
- 11.4.6.5 The outcome of the vote shall be announced at the annual general meeting.
- 11.4.6.6 Unless there is a motion to challenge the validity of the election results at the annual general meeting, ballot papers will be destroyed immediately on the completion of the annual general meeting.
- 11.4.6.7 If there are not sufficient candidates nominated, the Board may, subject to this Constitution, fill the remaining vacancy/ies from the appropriate Membership Category in relation to Category Directors and from any Membership Category in relation to National Directors.

11.5 **Term**

- 11.5.1 A Director shall hold office for a term of three (3) years, but shall be eligible for re-election for a further term of three (3) years.

- 11.5.2 No Director may hold office for more than nine (9) consecutive years.
- 11.5.3 Directors are eligible for re-election to the Board on the expiry of one (1) year after they last held office.
- 11.5.4 Directors shall hold office from the conclusion of the annual general meeting at which their election is announced, until the conclusion of the annual general meeting approximately three (3) years later.

11.6 **Rotation of Directors**

- 11.6.1 The Directors who are holding office from the conclusion of the annual general meeting in 2011 shall hold office until the following dates:
 - 11.6.1.1 those Directors who have held office as Director for more than one (1) year shall retire at the annual general meeting held in 2012 (and be eligible for re-election in accordance with Clause 11.5);
 - 11.6.1.2 two (2) Directors shall retire (and be eligible for re-election in accordance with Clause 11.5) at the annual general meeting held 2013; and
 - 11.6.1.3 three (3) Directors shall retire (and be eligible for re-election in accordance with Clause 11.5) at the annual general meeting held in 2014.
- 11.6.2 The decision as to which Directors shall retire pursuant to Clause 11.6.1.2 and which shall retire pursuant to Clause 11.6.1.3 shall be determined by agreement, but if agreement is not reached, then it shall be determined by lot, provided that those Directors to retire pursuant to Clause 11.6.1.2 and Clause 11.6.1.3 shall be Directors who were appointed to the Board at the annual general meeting held in 2011 (or, where applicable, a Director appointed to fill that Director's vacancy).

11.7 **Casual Director Vacancy**

- 11.7.1 A Director may resign from office by giving the Company Secretary notice in writing.
- 11.7.2 Subject to the Act, the Company may in general meeting convened on Prescribed Notice, by ordinary resolution, remove any Director, and if thought fit, appoint another Member in place of that Director.
- 11.7.3 A Director ceases to be a Director if the Act so provides, or if that Director:
 - 11.7.3.1 becomes of unsound mind, or a person whose personal estate is liable to be dealt with under a law relating to mental health;
 - 11.7.3.2 is absent without the consent of the Directors from all meetings of the Board held during a period of six (6) months;
 - 11.7.3.3 resigns by notice in writing to the Company Secretary in accordance with Clause 11.7.1;
 - 11.7.3.4 holds any office of profit with the Company;;
 - 11.7.3.5 becomes bankrupt or makes any arrangement or composition with creditors generally;
 - 11.7.3.6 ceases to be eligible to be a Director under this Constitution;
 - 11.7.3.7 dies; or

11.7.3.8 becomes prohibited from being a director of a company by reason of any order made under the Act.

11.7.4 Subject to this Constitution, the Directors shall have the power to:

11.7.4.1 appoint a person to the Board; or

11.7.4.2 call a general meeting;

to fill a casual vacancy.

11.7.5 Where a person is appointed or elected to the Board (as the case may be) to fill a casual vacancy, the person is appointed for the balance of the term of the vacating Director.

11.7.6 Where a Category Director resigns or is removed from office, the vacancy must only be filled by a Voting Member from within the same Membership Category as the vacating Director.

11.8 **Payment to Directors Prohibited**

No payment shall be made to any Director (except any executive Directors in their capacity as an employee of the Company) other than the payment:

11.8.1 of out of pocket expenses incurred by the Director in the performance of any duty as a Director where the amount payable does not exceed an amount previously approved by the Board; and

11.8.2 for any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Board and where the amount does not exceed an amount that is commercially reasonable for those services.

11.9 **Disclosing Directors' interests**

11.9.1 The Company may enter into contracts or arrangements with other companies or bodies in which a Director has an interest, provided it does so according to the usual commercial terms and conditions that apply to such contracts or arrangements.

11.9.2 A Director must disclose an interest in accordance with the Act and the Company Secretary must record all declarations in the minutes of the relevant meeting.

11.9.3 A Director who has an interest in a contract or arrangement made by the Company and has disclosed this interest to the Board subject to compliance with section 195 and related provisions of the Act:

11.9.3.1 cannot vote on the matter;

11.9.3.2 may still be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;

11.9.3.3 cannot sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and

11.9.3.4 cannot vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.

11.9.4 A Director's failure to make disclosure under this Clause 11.9 does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest.

- 11.9.5 A general notice given to the Board by a Director that the Director is an officer, a member of or otherwise interested in any specified corporation or firm stating the nature and the extent of the Director's interest in the corporation or firm shall, in relation to any matter involving the Company and that corporation or firm after the giving of the notice, be a sufficient disclosure of the Director's interest, provided that the extent of the interest is no greater at the time of first consideration of the relevant matter by the Board than was stated in the notice.

PROCEEDINGS OF DIRECTORS

11.10 Powers and Duties of the Directors

11.10.1 Subject to this Constitution, the Company may exercise, in any manner permitted by the Act, any power which a public company limited by guarantee may exercise.

11.10.2 The business of the Company is to be under the direction of the Board.

11.10.3 The Board may exercise all the powers of the Company except any powers that the Act or this Constitution require the Company to exercise in general meeting.

11.11 Proceedings of Directors

11.11.1 On request of any Director at any time, the Company Secretary must call a meeting of the Directors.

11.11.2 A notice of meeting of the Directors must:

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

11.11.2.2 state the nature of the business of the meeting.

11.11.3 Unless all Directors agree otherwise, not less than twenty four (24) hours notice of a meeting of Directors must be given to all Directors, except a Director who the person convening the meeting reasonably believes to be outside Australia.

11.11.4 The Board may meet together for the despatch of business, adjourn, and otherwise regulate its meetings as it sees fit provided that they shall meet together not less than four (4) times each calendar year.

11.11.5 A meeting of the Board may be held using any technology consented to by all Directors, for all meetings or any specified meeting.

11.11.6 If a meeting of the Board is held in two or more places linked by any technology, a Director present at any one place is taken to be present at the meeting unless and until the Director states to the Chairperson of the meeting that he is discontinuing participation; and the Chairperson of the meeting will determine at which place the meeting will be taken to have been held.

11.12 Quorum for Directors Meetings

11.12.1 Subject to the Act, a quorum for a meeting of the Board is a majority of Directors.

11.12.2 A quorum for a meeting of Directors must be present at all times during the meeting.

11.13 Resolutions of Directors

11.13.1 Each Director shall have one (1) vote.

- 11.13.2 In case of an equality of votes at a meeting of the Board, the Chairperson has a casting vote in addition to a deliberative vote.
- 11.13.3 Subject to this Constitution, questions arising at any Board meeting shall be decided by a majority of votes, and a determination by the majority of Directors shall be deemed a determination of the Board.
- 11.13.4 The Board may pass a resolution without a Board meeting being held if all the Directors 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. For this purpose, signatures can be contained in more than one document.
- 11.13.5 A facsimile transmission which is received by the Company and which purports to have been signed by a Director shall, for the purposes of this Clause 11.13, be taken to be in writing and signed by that Director at the time of the receipt of the facsimile transmission by the Company in legible form.
- 11.13.6 An email transmission which is received by the Company and which purports to have been sent by a Director shall, for the purposes of this Clause 11.13,, be taken to be in writing and signed by that Director at the time of the receipt of the email transmission by the Company.
- 11.13.7 Where a resolution is passed in accordance with this Clause 11.13,, the Board must ensure that it complies with the provisions of Clause 12, causing minutes to be kept of such resolutions.
- 11.13.8 All resolutions of the Directors passed at a meeting of the Board where a quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such resolution, shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors.

11.14 **Validation of Acts by Directors**

All acts done:

11.14.1 at any meeting of the Board; or

11.14.2 by any person acting as a Director;

shall, even if it is discovered afterwards that there was a defect in the appointment or continuance in office of any such Director or person or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had continued in office and was duly qualified to be a Director and had been entitled to vote.

12. **Minutes of meetings**

- 12.1 The Board must cause minutes of meetings to be made and kept in accordance with the Act.
- 12.2 Such minutes shall be signed by the Chairperson of the meeting, or the Chairperson of the next succeeding meeting and minutes which purport to be signed accordingly shall be received in evidence without any further proof as sufficient evidence that the matters and things recorded by such minutes actually took place or happened as recorded and of the regularity of such matters and things and that the same took place at a meeting duly convened and held.

13. Treasurer, Company Secretary and Chairperson

13.1 Treasurer

13.1.1 The Treasurer shall be appointed by the Board on such terms, remuneration and conditions as the Board sees fit.

13.1.2 Any Treasurer appointed by the Board subject to this clause may be removed by the Board.

13.2 Company Secretary

13.2.1 The Company Secretary shall be appointed by the Board in accordance with the Act on such terms, remuneration and conditions as the Board sees fit.

13.2.2 Any Company Secretary appointed by the Board subject to this clause may be removed by the Board.

13.3 Chairperson

13.3.1 The Chairperson shall, if present, preside as Chairperson of every meeting of the Board.

13.3.2 If a meeting of Board is held and the Chairperson is not present within ten (10) minutes after the time appointed for the holding of the meeting or, if present, does not wish to chair the meeting, then the other Directors present must elect one of their number to be Chairperson of the meeting.

14. Appointment of Attorney

The Directors may, by power of attorney, appoint or revoke the appointment of any person to be the attorney of the Company for the purposes and with the powers, authorities and discretions held by the Directors for the period and subject to the conditions that they think fit.

15. Appointment of Chief Executive Officer

15.1 The Directors will appoint a Chief Executive Officer who shall be responsible for all operations of the Company delegated by the Directors.

15.2 The Chief Executive Officer will be appointed on such terms, conditions and remuneration as the Directors see fit.

16. Execution of Documents

16.1 The Company may execute a document, if that document is signed by:

16.1.1 two Directors; or

16.1.2 a Director and the Company Secretary; or

16.1.3 a Director and another person authorised by the Board for that purpose.

16.2 The Directors may resolve generally, or in a particular case, that any signature on common use documents specified by the Directors, may be provided by mechanical or other means provided that each use of such signature is recorded.

16.3 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts or money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed by:

16.3.1 any two Directors; or

16.3.2 a Director and the Company Secretary; or

16.3.3 a Director and a person authorised by the Board for that purpose.

17. Board Committees

- 17.1 The Board may delegate or revoke the delegation of any of their powers (including the power to delegate) to a Board committee which may include any one or more Directors, the Chief Executive Officer, an employee of the Company, or a Member.
- 17.2 A Board committee must exercise the powers delegated in accordance with any conditions of the Board.
- 17.3 Any group formed in accordance with this clause shall have the power to co-opt any Member. Any Members so co-opted shall have no vote.
- 17.4 The exercise of a delegated power by a Board committee is as effective as if the Board exercised the power themselves.
- 17.5 The meetings and proceedings of any Board committee consisting of more than one person will be governed by the provisions for regulating the meetings and proceedings of the Board contained in this Constitution.
- 17.6 A minute of all the proceedings and decisions of every Board committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Act and this Constitution to be made entered and signed. A copy of these minutes shall be tabled at the next Board meeting.

18. Advisory Groups

- 18.1 The Directors may form, or approve the formation of, one or more advisory groups consisting of such Member or Members as the Board thinks fit, to advise the Board on any issues of relevance.
- 18.2. Such advisory group shall act in an advisory capacity to the Board and Chief Executive Officer, and may not provide advice or speak on behalf of the Members in any public forum.
- 18.3. Advisory groups shall conform to any regulations that may be imposed by the Board and, subject to those regulations, may co-opt any Member and expertise provided by non Members as appropriate. Members of such advisory groups shall have one vote each.

ACCOUNTS AND INSPECTION OF RECORDS

19. Accounts

- 19.1 The Board will cause proper accounting and other records to be kept in accordance with the Act.
- 19.2 Where required by the Act, the Board shall distribute copies of the financial reports of the Company and a Director's report in accordance with the requirements of the Act.

20. Inspection by Members

Subject to any privacy laws and the Act, the Board will determine which appropriate documents and records, and at what reasonable times, places and conditions, the accounting and other records of the Company will be open to the inspection of the Members who are not Directors.

21. Audit

Where required by the Act, a properly qualified auditor shall be appointed and his duties regulated in accordance with the Act.

NOTICES

22. Notices

22.1 Any notice may be given by the Company to any Member by:

22.1.1 serving it on the Member personally;

22.1.2 sending it by post to the Member or leaving it at the Member's address recorded in the Register or otherwise the address supplied by the Member to the Company for the giving of notices; or

22.1.3 facsimile to a facsimile number provided by the Member to the Company; or

22.1.4 electronic transmission to an electronic address provided by the Member to the Company.

22.2 Any Member who has not left at or sent to the Office his/her place of address for inclusion in the Register as the place at which notices may be given to the Member shall not be entitled to receive any notice.

22.3 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and shall be deemed to have been effected on the day after the date of posting. Service of a notice to a Member outside Australia shall be deemed to have been made in the ordinary course of the post.

22.4 Where a notice is sent by facsimile or electronic means, service of the notice shall be deemed to be effected by properly addressing and sending the notice and in such case, on the business day after it has been sent.

22.5 Notice of every general meeting shall be given in the manner allowed by this Constitution and shall be given to:

22.5.1 every Member;

22.5.2 the Chief Executive Officer;

22.5.3 the Treasurer and the Company Secretary; and

22.5.4 the auditor of the Company (if any).

No other person shall be entitled to receive notices of general meetings.

INDEMNITY

23. Indemnity and Insurance

23.1 Indemnity

To the extent permitted by law every Officer (and former Officer) of the Company shall be indemnified out of the funds of the Company against all costs, expenses and liabilities incurred as such an Officer or employee (or former Officer or employee). However, no such Officer (or former Officer) shall be indemnified out of the funds of the Company under this clause unless:

- 23.1.1 it is in respect of a liability to another person (other than the Company or a related body corporate to the Company) where the liability to the other person does not arise out of conduct involving a lack of good faith; or
- 23.1.2 it is in respect of a liability for costs and expenses incurred:
 - 23.1.2.1 in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Officer (or former Officer) or in which the Officer (or former Officer) is acquitted; or
 - 23.1.2.2 in connection with an application, in relation to such proceedings, in which the court grants relief to the Officer (or former Officer) under the Act.

23.2 Payment of Indemnity Policy Premium

- 23.2.1 To the extent permitted by law the Company may at the discretion of the Board enter into and/or pay a premium in respect of a policy of insurance insuring an Officer (or former Officer) of the Company against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:
 - 23.2.1.1 a liability arising out of conduct involving a wilful breach of duty in relation to the Company; or
 - 23.2.1.2 a contravention of sections 182 or 183 of the Act.
- 23.2.2 The Board shall have the discretion to approve the terms and conditions of any such policy of insurance.
- 23.2.3 Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his actions or omissions then the Company shall not be required to indemnify the Officer under Clause 23.1 except to the extent that the indemnity affected by the insurance policy does not fully cover the person's liability.

23.3 Indemnity to Continue

The indemnity granted by the Company contained in Clause 23.1 and Clause 23.2 shall continue in full force and effect notwithstanding the deletion or modification of either clause, in respect of acts and omissions occurring prior to the date of the deletion or modification.

Schedule 1 Definitions and Interpretation

(A) Definitions

“**Act**” means the *Corporations Act 2001*.

“**Annual Membership Fee**” means the annual membership fee payable by Members pursuant to Clause 9.

“**ASIC**” means the Australian Securities and Investments Commission.

“**Board**” means the board of Directors of the Company.

“**Boarding**” means the Membership Category into which Full Members are categorised who care for Pets on their own premises for specified periods of time at the behest of the owner of the Pet.

“**Chairperson**” means the person holding that office under this Constitution and includes any assistant or acting chairperson.

“**Chief Executive Officer**” means the person employed as the chief executive officer of the Company.

“Class of Membership” means a section or classification of Membership based on voting rights, Fees payable, privileges, section of the Pet Industry, or other classification.

“Codes of Practice” means any codes of practice developed by the Board for the Pet Industry from time to time, and as amended by the Board from time to time.

“Company” means the Pet Industry Association of Australia Limited.

“Company Secretary” means the person appointed as the secretary of the Company and includes any assistant or acting secretary.

“Constitution” means this constitution as amended or supplemented from time to time.

“Director” means any person holding the position of a director of the Company and **Directors** means the directors for the time being of the Company or, as the context permits, such number of them as have authority to act for the Company.

“Grooming” means the Membership Category into which Full Members are categorised that bathe, dry, clip, style, or treat the skin and coat of a Pet for profit.

“Membership Categories” means the following Pet Industry categories that Full Members are categorised into pursuant to Clause 8.4.1:

- (a) Retailing;
- (b) Boarding, Training, Day Care & Pet Sitters;
- (c) Grooming;
- (d) Product Suppliers and Manufacturers
- (e) Aquatics and Pet Services.
- (f) Companion animal Breeders
- (g) New to Business

“Member Present” means in connection with a meeting of Members, a Member being present in person or by proxy or attorney or, in the case of an Organisational Member, by a Representative.

“Non-Voting Member” is a Member who:

- (a) may not exercise any voting rights;
- (b) is not an Organisational Member and is eligible for election to the Board as a National Director; and
- (c) is not eligible for election to the Board as a Category Director,

and includes Associate Members.

“Object” means the object of the Company as set out in Clause 3.

“Office” means the registered office for the time being of the Company.

“Officer” has the same meaning as given to that term in section 9 of the Act.

“Organisational Member” means a Member of the Company which is a body corporate.

“Pet” means any living mammal, fish, amphibian, reptile, bird or invertebrate owned or intended to be owned for companionship, interest or hobby.

“Pet Industry” means the breeding, import, export and dealing by way of trade in pets and pet products

or supplies for their care and feeding.

“Pet Services” means the Membership Category into which Full Members are categorised that provide intangible services to Pet owners and product suppliers; which may include, but not be limited to; training, consultancy, behavioural services, funeral services, walking, minding, research, media and events relating to the Pet Industry.

“Prescribed Notice” means the period of notice prescribed by the Act that is required to be given for a meeting.

“President” means the president of the Board elected in accordance with Clause 11.2.4.

“Product Suppliers” means the Membership Category into which Full Members are categorised that manufacture, distribute, supply by wholesale or supply to retailers any physical product for use in the Pet Industry, including any breed or species of Pet.

“Register” means the official listing of the Members to be kept pursuant to the Act.

“Replaceable Rules” means the replaceable rules applicable to a public company limited by guarantee set out in the Act.

“Representative” means a person authorised in accordance with section 250D of the Act to act as a representative of an Organisational Member, as described in Clause 8.13.

“Retailing” means the Membership Category into which Full Members are categorised who sell Pets and/or Pet related products directly to the end consumer, usually from a retail store.

“Special Resolution” has the meaning given to it by the Act.

“Treasurer” means the treasurer of the Company elected in accordance with Clause 11.2.4.

“Vice President” means the vice president of the Board elected in accordance with Clause 11.2.4.

“Voting Member” is a Member who:

- (a) is entitled to vote at meetings of the Members; and
- (b) not being an Organisational Member is eligible for election to the Board as a Category Director or a National Director,

and includes Full Members.

(B) Interpretation

- (i) Headings are for convenience only and shall not be used in the interpretation of this Constitution or any part of this Constitution.
- (ii) Words defining persons shall include a natural person and any partnership, association, body or entity whether incorporated or not.
- (iii) Words implying the singular shall include the plural and vice versa.
- (iv) Where this Constitution defines a word or expression, other parts of speech and grammatical forms of the word or expression have corresponding meanings.
- (v) A word or expression indicating one gender shall be taken to indicate every other gender.
- (vi) A reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it.
- (vii) An expression used in a particular Part or Division of the Act that is given by that Part or Division a special meaning for the purposes of that Part or Division has, unless the contrary intention appears, in any clause that deals with a matter dealt with by that Part

or Division the same meaning as in that Part or Division.

- (vi) The interpretations of the *Interpretation Act 1987* (NSW) apply to this Constitution.

Schedule 2 Form of Appointment of Proxy

PET INDUSTRY ASSOCIATION OF AUSTRALIA LIMITED (incorporated under the *Corporations Act 2001*)

PROXY FORM

1. Your details

(Please print your name and address)

Name of Member/Representative: _____

ACN/ABN: _____

Address: _____

City: _____

State: _____

Postcode: _____

Telephone: _____

2. Appoints

Name: _____

(Please print name of proxy)

or failing the person so named, or if no person is named, the **Chairperson of the Meeting** to vote in accordance with the following directions or, if no directions have been given, as the proxy or the Chairperson sees fit at the (Annual) General Meeting of Pet Industry Association of Australia Limited to be held on *[insert date]* commencing at *[insert time]* and at any adjournment thereof.

3. Directions

4. Signature

5. Date