
Constitution of BERT Fund Limited

A company limited by guarantee

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Constitution of BERT Fund Limited

1 General

1.1 Name of Company

The name of the Company is BERT Fund Limited.

1.2 Replaceable Rules

The Replaceable Rules do not apply to the Company.

2 Definitions and interpretation

2.1 Definitions

In this document:

Term	Definition
A Director	means on the Commencement Day the Directors set out in rule 9.2(a) and thereafter a Director appointed by an A Class Member under rules 9.2 and 9.4.
A Class Member	means on the Commencement Day the A Class Members set out in rule 5.5(a) being a Member with the rights set out in rule 5.1.
Active Employer Organisation	has the meaning given to that term in the BERT Fund No 2 Trust Deed.
Active Sponsor	has the meaning given to that term in the BERT Fund No 2 Trust Deed.
Active Union	has the meaning given to that term in the BERT Fund No 2 Trust Deed.
Alternate	means an Alternate Director appointed under rule 9.10.
Approved Fees	means fees, salary, bonuses, fringe benefits and superannuation contributions provided by the Company for a Director, but excludes: <ol style="list-style-type: none"> (a) a payment made as compensation for loss of officer or in connection with retirement from office (which includes resignation from office and death while in office); or (b) an insurance premium paid by the Company or indemnity.
ASIC	means the Australian Securities and Investments Commission.

Term	Definition
B Director	means on the Commencement Day the Directors set out in rule 9.3(a) and thereafter a Director appointed by a B Class Member under rules 9.3 and 9.4.
B Class Member	means on the Commencement Day the B Class Members set out in rule 5.5(b) being a Member with the rights set out in rule 5.2.
BERT Pty Ltd	means B.E.R.T Pty Limited ACN 010 917 281.
BERT Fund No 1	means the fund established pursuant to the BERT Fund No 1 Trust Deed.
BERT Fund No 1 Trust Deed	means the deed (as amended from time to time) executed by BERT Pty Limited for the creation of the BERT Fund No 1 dated 16 May 1996.
BERT Fund No 2	means the fund established pursuant to the BERT Fund No 2 Trust Deed.
BERT Fund No 2 Trust Deed	means the deed (as amended from time to time) executed by BERT Pty Limited for the creation of the BERT Fund No 2 dated 22 December 2003.
Board	means the board of directors of BERT Fund Limited
Business Day	means a day that is not a Saturday, Sunday or public holiday where the Office is closed.
CFMEU	means the Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland.
Chairman	means the person appointed to chair meetings of Directors under rules 12.4 or 12.6 and, if required, the person appointed to chair a general meeting of members under rule 8.4(b) or 8.4(c).
Commencement Date	means the day on which the Company is registered.
Company	means BERT Fund Limited.
Constitution	means the Constitution of the Company.
Corporations Act	means <i>Corporations Act 2001 (Cth)</i> and <i>Corporations Regulations 2001 (Cth)</i>
Director	means a person appointed or elected to office of director of the Company and includes an Alternate.
Employer Organisation	has the meaning given to that term in the BERT Fund No 2 Trust Deed.
Liability	for the purposes of rule 16, includes any claim, action, suit, proceeding, investigation, inquiry, damage, loss, cost or expense.
Member	means a member of the Company.
Office	Means the registered office of the Company.
Officer	Means a director or Secretary of the Company or a person:

Term	Definition
	<ul style="list-style-type: none"> (a) who makes, or participates in making, decisions that affect the whole, or substantial part, of the business of the Company; (b) who has the capacity to affect significantly the Company's financial standing; or (c) under whose instructions or wishes the Board is accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship with the Board or the Company).
Participating Employer	has the meaning given to that term in the Trust Deed.
Plumbers Union	means that Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services of Unions Australia, in respect of the Queensland Branch of its Plumbing Division.
Proceedings	for the purposes of rules 16.2 has the meaning set out in rule 16.3.
Register	means the register of Members of the Company established under the Corporations Act.
Registered Address	means the address of the Member specified in the Register or another address notified by the Member to the Company as the place they will accept service of notices.
Replaceable Rules	means the replaceable rules under the Corporations Act and includes any replaceable rules that become or may become a provision of the Corporations Act.
Secretary	means a person appointed as secretary of the Company and includes a person appointed to perform the duties of secretary.

2.2 Interpretation

In this document:

- (a) a reference to a clause, schedule, annexure or party is reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures.
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

- (f) if any day or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (g) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;
- (h) a reference to 'month' means calendar month; and
- (i) a reference to 'section' means a section of the Corporations Act.

3 Objects and powers

3.1 Objects of Company

The objects of the Company are:

- (a) to act as the trustee of the BERT Fund No 2;
- (b) to act as the trustee of BERT Fund No 1;
- (c) to promote the objects of the Company in any manner that the Board considers appropriate, and to do things incidental or conducive to the attainment of these objects; and
- (d) to do all that is necessary to enable these objects to be achieved.

3.2 Separate objects

Each of the objects in rule 3.1 is a separate object of the Company and must not be construed by reference to any other object.

3.3 Powers of the Company

The Company has all the powers of an individual and a body corporate, subject to rule 3.4.

3.4 No power to issue shares

The Company has no power to issue or allot shares.

3.5 Trustee of BERT Fund No 2 and BERT Fund No 1

The Company must:

- (a) take all steps reasonable necessary to become the trustee of the BERT Fund No 2;
- (b) take all steps reasonable necessary to become the trustee of the BERT Fund No 1;
- (c) otherwise comply with all obligations imposed upon the trustee of BERT Fund No 2 under the terms of the BERT Fund No 2 Trust Deed; and
- (d) otherwise comply with all obligations imposed upon the trustee of BERT Fund No 2 under the terms of the BERT Fund No 1 Trust Deed; and

4 Non-profit nature of the Company

4.1 Non-profit

- (a) The income and property of the Company must only be applied towards the promotion of the objects of the Company set out in this Constitution;
- (b) No income or property may be paid or transferred, directly or indirectly, to a Member except for payment to a Member:
 - (i) in return for services rendered by or goods supplied by the Member to the Company in the ordinary and usual course of business; or
 - (ii) as principal payments on money lent by the Member, and interest payments if the interest is at a commercial rate.

4.2 No distribution of property to Members on winding up

- (a) Where property remains after winding-up or dissolution of the Company, and satisfaction of all its debts and liabilities, it must not be distributed among the Members.
- (b) Property referred to in rule 4.2(a) must be given to another fund, authority or institution with objects similar to the objects of the Company and a prohibition on distribution of its income and property among its members to an extent at least as great as is imposed on the Company under this Constitution.
- (c) The fund, authority or institution to receive property under rule 4.2(b) must be decided by the Members at or before the time of dissolution.

4.3 Limited liability on winding up

- (a) The liability of the Members is limited.
- (b) If the Company is wound up while a person is a Member, or within one year after the person ceases to be a Member, the person must contribute to the assets of the Company for:
 - (i) the payment of the debts and liabilities of the Company contracted before the person ceased to be a Member;
 - (ii) the costs of winding up; and
 - (iii) the adjustment of the rights of the contributions among themselves.
- (c) The maximum liability of each Member under rule 4.3(b) is \$10.

5 Membership

5.1 Membership rights of A Class Members

Each A Class Member has the right:

- (a) to appoint A Directors in accordance with rules 9.2 and 9.4;

- (b) to receive notice of and to attend general meetings; and
- (c) to vote at a general meeting in accordance with rules 8.15. 8.16 and 8.17.

5.2 Eligibility membership as an A Class Member

The Board may admit an Active Employer Organisation as an A Class Member.

5.3 Membership rights of B Class Members

Each B Class Member has the right:

- (a) to appoint B Directors in accordance with rules 9.3 and 9.4;
- (b) to receive notice of and to attend general meetings; and
- (c) to vote at a general meeting in accordance with rules 8.15. 8.16 and 8.17.

5.4 Eligibility membership as a B Class Member

The Board may admit an Active Union as a B Class Member.

5.5 Membership at commencement

On the Commencement Day;

- (a) A Class Members are the Active Employer Organisation – QMBA;
- (b) B Class Members are the Active Unions:
 - (i) CFMEU (75% of the voting power at meetings); and
 - (ii) Plumbers' Union (25% of the voting power at meetings),

which applied for membership and have the rights and obligations provided in this constitution for the respective class of Member to which they belong.

5.6 Cessation of Membership

- (a) An A Class Member immediately ceases to be a member if it ceases to be both an Active Employer Organisation and an Active Sponsor.
- (b) A B Class Member immediately ceases to be a member if it ceases to be both an Active Union and an Active Sponsor.

5.7 Variation of rights of Members

While the membership is divided into different classes, the rights attached to any class may, whether or not the Company is being wound up, be varied with the consent in writing of Members with at least 75% of the votes in the class, or by special resolution passed at a separate meeting of the Members of that class.

6 Financial records

6.1 Keeping of financial records

- (a) The financial year of the Company begins on 1 July and ends at 30 June in the following calendar year.
- (b) Proper books and financial records must be kept recording the financial affairs of the Company.

6.2 Inspection of records of the Company

- (a) The Board may decide whether and to what extent, and at what time and place and under what conditions the financial records and other documents of the Company (or any of them) will be open to the inspection by Members.
- (b) No member has the right to inspect any document of the Company except as set out in the Corporations Act or as authorised by the Board.

7 General meetings

7.1 Convening a general meeting

A general meeting may be called:

- (a) by a Director at any time; and
- (b) by a member only in circumstances required under the Corporations Act.

7.2 Notice of a general meeting

A notice of a general meeting must specify:

- (a) the place, the day and the hour of meeting;
- (b) the general nature of the business to be transacted at the meeting; and
- (c) any other matters required by the Corporations Act.

7.3 Technology

If the meeting is to be held at two or more places, the notice must set out:

- (a) details of the technology that will be used to facilitate the meeting; and
- (b) any other matters required by the Corporations Act to be stated in relation to the use of that technology.

8 Proceedings at general meetings

8.1 Transaction of business

No business may be transacted at any general meeting unless a quorum is present.

8.2 Quorum

A quorum for a general meeting is two Members present including:

- (a) one being or representing an A Class Member; and
- (b) one being or representing a B Class Member.

and for the purposes of deciding if a quorum is present, a person attending as a proxy, or an attorney or as a representative of a corporation that is a Member, is deemed to be a Member present at the meeting.

8.3 Failure to achieve a quorum

If a quorum is not present within half an hour after the meeting's appointed time:

- (a) if the meeting was convened upon a Member's requisition, the meeting is dissolved; or
- (b) in any other case:
 - (i) the meeting stands adjourned to the day, and at the time and place, as the Directors decide or, if no decision is made by the Directors, to the same day in the next week at the same time and place; and
 - (ii) if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting is dissolved.

8.4 Appointment and powers of chairman of general meeting

- (a) Subject to rules 8.4(b) and 8.4(c), the Chairman presides as chairman at every general meeting.
- (b) Where the Chairman:
 - (i) is not present within 15 minutes after the time appointed for a general meeting; or
 - (ii) is unwilling to act,

the Directors present must elect one of their number to chair the meeting.

- (c) If:
 - (i) the Directors present fail to elect one of their number to chair the meeting as provided by rule 8.4(b); or
 - (ii) that person is unwilling to act.

the members present may elect a person present to chair the meeting.

8.5 Adjournment of general meeting

The Chairman may, with the consent of the meeting, and must, if the Members present so direct, adjourn the meeting from time to time and from place to place.

8.6 Business of adjourned meeting

No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which adjournment took place.

8.7 Notice of adjourned meeting

- (a) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- (b) Notice of adjourned meeting or of the business to be transacted at an adjourned meeting is not necessary except as provided in rule 8.7(a).

8.8 Voting at general meeting

At any general meeting a resolution put to the vote is decided on a show of hands unless,

- (a) before a vote on a show of hands is taken;
- (b) before the voting results on a show of hands are declared; or
- (c) immediately after the voting results on a show of hands are declared,

a poll is demanded by:

- (d) the Chairman; or
- (e) any member.

8.9 Chairman's declaration on vote is conclusive

Unless a poll is demanded in accordance with rule 8.8, and subject to rule 8.18, the Chairman's declaration that a resolution has, on a show of hands, been:

- (a) carried or carried unanimously, or by a particular majority, or
- (b) lost,

and an entry to that effect has been made in the Company's minute book, is conclusive evidence of the fact.

8.10 Withdrawal of demand

The demand for a poll may be withdrawn.

8.11 Timing of any poll

- (a) A poll may be taken:
 - (i) in a manner; and
 - (ii) (subject to rule 8.11(b)) either at once or after an interval or adjournment, as the Chairman directs.
- (b) A poll demanded on:

- (i) the election of a person to chair a meeting under rule 8.4(c); or
 - (ii) a question of adjournment under rule 8.5,
- must be taken immediately.

8.12 Result of poll

The result of the poll is the resolution of the meeting at which the poll was demanded.

8.13 Majority required

For a resolution to be passed at a general meeting:

- (a) not less than 66% of votes attaching to Members represented by those voting at that meeting;
- (b) more than 50% of the votes allocated to the A Class Members; and
- (c) more than 50% of the votes allocated to the B Class Members; and

must vote in its favour.

8.14 Entitlement to vote

Each Member entitled to vote at general meetings (or at a meeting of a class of Members) may vote in person, by proxy, by attorney or by corporate representative.

8.15 Voting on show of hands

On a show of hands if the CFMEU and the Plumbers' Union are the only B Class Members at the relevant time then the voting power of the B Class Members will be allocated as follows to the:

- (a) CFMEU – 75% of the total available vote for all B Class Members; and
- (b) Plumbers' Union – 25% of the total available vote for all B Class Members.

8.16 Voting on Poll

- (a) On a poll:
 - (i) the A Class Members, in aggregate, have a vote equal to 50% of the total votes of all Members; and
 - (ii) the B Class Members, in aggregate, have a vote equal to 50% of the total votes of all Members.
- (b) If the CFMEU and the Plumbers' Union are the only B Class Members at the relevant time then the voting power of the B Class Members under rule 8.16(a)(ii), subject to rule 8.17, will be allocated as follows:
 - (i) to the CFMEU – 75% of the total available vote for all B Class Members; and
 - (ii) to the Plumbers' Union – 25% of the total available vote for all B Class Members.

- (c) If there is more than one Member in a particular class, in any circumstance other than as set out in rule 8.16(b), the voting power of each Member in that class, subject to rule 8.17 is calculated as follows:

$$50\% \div M^n$$

Where:

M^n = the number of Members in the relevant class.

8.17 Disparity in numbers from each class attending a meeting

If at any meeting, a Member of class is not present or represented, the votes exercisable on a poll by other members of that class present or represented shall pro tanto increase so that those Members of that class are entitled to vote equal to the number of votes, in aggregate, that could be cast in respect of that class if all Members in that class had been present or represented.

8.18 Objection to voting qualification

- (a) An objection may be raised to the qualification of a vote at the meeting (or adjourned meeting) at which the vote objected is given or tendered.
- (b) Any objection must be referred to the chairman of the meeting, whose decision is final.

8.19 Appointment of proxies

A Member may appoint not more than two proxies to attend and act for the Member at a general meeting. An appointment of proxy must be made by written notice to the Company:

- (a) that complies with section 250A(1); or
- (b) is in a form and mode, and is signed or otherwise authenticated by the member in a manner, satisfactory to the Directors.

If a member appoints two proxies and the appointment does not specify the proportion or number of the Members votes each proxy may exercise, each proxy may exercise half of those votes.

8.20 Member's attorney

A Member may appoint an attorney to act, or appoint a proxy to act, at a general meeting.

8.21 Deposit of proxy forms, powers of attorney and proxy appointment authorities

An appointment of:

- (a) a proxy; or
- (b) an attorney,

is not effective for a particular meeting unless the instrument effecting the appointment and, if it is an appointment of proxy which is executed or otherwise authenticated in a manner prescribed by a regulation made for the purposes of section 250A(1) by the appointor's attorney, a document referred to in rule 8.22(a) are received by the Company in accordance with section 250B(3):

- (c) at least 48 hours before the time for which the meeting was called; or
- (d) if the meeting has been adjourned, at least 48 hours before the resumption of the meeting.

8.22 Evidence of proxy forms, powers of attorney and other appointments

The Directors may require evidence of:

- (a) in the case of a proxy form executed or otherwise authenticated by an attorney, the relevant power of attorney or other authority under which the appointment was authenticated or a certified copy of it;
- (b) in the case of an attorney, the power of attorney or a certified copy of it;
- (c) in the case of a corporate representative of a Member or a proxy, the appointment of the representative in accordance with the Corporations Act; or
- (d) in the case of any appointment which is transmitted to the Company electronically, the identity of the person who transmitted the message containing the appointment.

8.23 Corporate representatives

A Member that is a body corporate may appoint an individual to act as its representative at general meetings as permitted by section 250D.

8.24 Standing appointments

A Member may appoint a proxy, attorney or representative to act at a particular meeting or make a standing appointment and may revoke any appointment. A proxy, attorney or representative may, but need not, be a Member.

8.25 Suspension of proxy or attorney's powers if Member present

- (a) A proxy or attorney has no power to act for a Member at a meeting at which the Member is present.
- (b) A proxy has no power to act for a Member at a meeting at which the Member is present by attorney.

8.26 Priority of conflicting appointments of attorney or representative

If more than one attorney or representative appointed by a Member is present at a general meeting and the Company has not received notice of revocation of any of the appointments:

- (a) an attorney or representative appointed to act at that particular meeting may act to the exclusion of an attorney or representative appointed under a standing appointment; and
- (b) subject to rule 8.2(a), an attorney or representative appointed under a more recent appointment may act to the exclusion of an attorney or representative appointed earlier in time.

8.27 More than two current proxy appointments

An appointment of proxy by a Member is revoked (or, in the case of a standing appointment, suspended for that particular meeting) if the Company receives a further appointment of proxy from that Member which would result in there being more than two proxies of that Member entitled to act at a meeting. The appointment of proxy made first in time is the first to be treated as revoked or suspended by this rule.

8.28 Continuing authority

An act done at a general meeting by a proxy, attorney or representative is valid, even if, before the act is done, the appointing Member:

- (a) dies or becomes mentally incapacitated;
- (b) becomes bankrupt or an insolvent under administration or is wound up;
- (c) revokes the appointment or revokes the authority under which the appointment was made by a third party; or
- (d) ceases to be a Member,

unless the Company has received written notice of the matter before the start or resumption of the meeting at which the vote is cast.

8.29 Special meetings

All rules as to general meetings apply equally to any special meeting of any class of Members which may be held by operation of these rules or the Corporations Act.

8.30 Resolutions passed without meetings

- (a) If there is only one Member in a class, a resolution of Members in that class may be passed by written resolution without a meeting of those Members.
- (b) A circular resolution signed by all Members eligible to vote in respect of the subject matter of the resolution, may be used to pass a resolution of Members instead of holding a general meeting.

9 Appointment, removal and remuneration of Directors

9.1 Number of Directors

The number of Directors (not counting Alternates) must be no more than eight.

9.2 Appointment of A Directors

- (a) On the Commencement Day the following persons who have consented to being Directors will be the A Class Directors:
 - (i) Grant Matthew Galvin;
 - (ii) John McLintock Crittall;
 - (iii) Fiona Ashmore; and

- (iv) Sue-Ann Fresneda.
- (b) The A Class Members may, subject to rule 9.2(a) and in accordance with rule 9.4, appoint one half of the total number of Directors appointed at any time.

9.3 Appointment of B Directors

- (a) On the Commencement Day the following persons who have consented to being Directors will be the B Class Directors:
 - (i) David Arthur Hanna;
 - (ii) Michael John Ravbar;
 - (iii) Paula Ellen Masters; and
 - (iv) Gary Leonard O'Halloran.
- (b) The B Class Members may, subject to rule 9.3(a) and in accordance with rule 9.4, appoint one half of the total number of Directors appointed at any time.

9.4 Entitlement of Members to appoint and remove Directors

- (a) Subject to the number of Directors for the time being fixed by rule 9.1 not being exceeded:
 - (i) the A Class Members may (subject to rule 9.4(b)); by written notice to the Company and to each of the B Class Members:
 - (A) appoint up to four A Directors; and
 - (B) remove any A Director so appointed and replace any A Director appointed by them who is so removed or who ceases, for any reason, to be an A Director.
 - (ii) the B Class Members may (subject to rule 9.4(b) and 9.4(c)); by written notice to the Company and to each of the A Class Members:
 - (A) appoint up to four B Directors; and
 - (B) remove any B Director so appointed and replace any B Director appointed by them who is so removed or who ceases, for any reason, to be an B Director.
- (b) If the CFMEU and the Plumbers' Union are the only B Class Members at any relevant time then the entitlement to appoint (and remove) B Directors under this rule 9.4 will be allocated between them as follows:
 - (i) the CFMEU may appoint up to three B Directors (any may remove any of those so appointed); and
 - (ii) the Plumbers' Union may appoint one B Director (any may remove any of those so appointed).
- (c) If there is more than one Member in a particular class, in any other circumstance other than as set out in rule 9.4(b), each Member in that class may alone appoint, for the

purposes of this rule 9.4, that number of Directors of the relevant class which is equal to (rounded down to the nearest whole number):

$$4 \div M^n$$

Where:

M^n = the number of Members in the relevant class.

- (d) Any Director appointed by an individual Member under this rule 9.4 may be removed by that Member.

9.5 Director Fees

The Directors (other than those who are Directors only because they are Alternates) are entitled to be paid, out of the funds of the Company, an amount of Approved Fees which:

- (a) does not:
 - (i) in any year exceed in aggregate the amount last fixed by a Member's resolution; or
 - (ii) consist of a commission on or percentage of profits or operating revenue; and
- (b) is allocated amount them:
 - (i) on an equal basis having regard to the proportion of the relevant year for which each Director held office; or
 - (ii) as otherwise decided by the Directors; and
- (c) is provided in the matter the Directors decide, which may include provision of non-cash benefits.

If the Directors decide to include non-cash benefits in the Approved Fees of a Director, the Directors must also decide the manner in which the value of those benefits is to be calculated for the purposes of this rule.

9.6 Additional remuneration for extra services

If a Director, at the request of the Directors and for the purposes of the Company, performs extra services or makes special exertions (including going or living away from the Director's usual residential address), the Company may pay that Director a fixed sum set by the Directors for doing so. Remuneration under this rule may be either in addition to or in substitution for any remuneration to which that Director is entitled to under rule 9.5.

9.7 Expenses of Directors

The Company must pay a Director (in addition to any remuneration) all reasonable expenses (including travelling and accommodation expenses) incurred by the Director:

- (a) in attending meetings of the Company, the Directors, or a Committee of the Directors;
- (b) on the business of the Company; or
- (c) in carrying out duties as a Director.

9.8 Vacation of office of Director

The office of a Director is vacated if:

- (a) the Director;
 - (i) dies;
 - (ii) is removed by the Member who appointed him or her under rule 9.4;
 - (iii) becomes insolvent under administration;
 - (iv) becomes a person of unsound mind or a person who is a patient under laws relating to mental health or whose estate is administered under laws relating to mental health;
 - (v) is absent from Directors' meetings during a period of six consecutive months without leave of absence from the Directors;
 - (vi) resigns that office by notice in writing to the Company;
 - (vii) is lawfully removed from office;
 - (viii) is prohibited from being a Director by reason of the operation of law; or
- (b) the Member who appointed him or her under rule 9.4 ceases for any reason to be a Member.

9.9 No retirement by rotation

Directors are not subject to retirement by rotation.

9.10 Alternate

A Director, with the approval of the Member who appointed that Director under rule 9.4, may appoint a person to be an Alternate in the Director's place so that:

- (a) the appointee, whilst he or her holds office as an Alternate, is entitled to:
 - (i) notice of Director's meetings; and
 - (ii) attend and note and otherwise act as a Director in place of his or her Appointor at any meeting at which the Appointor is not present;
- (b) the Alternate must vacate the office as an Alternate if and when the Appointor vacates office as a Director or removes the appointee from office;
- (c) any appointment and removal under this rule 9.10 must be effected by notice in writing by the Appointor given to the Secretary;
- (d) any person may act as Alternate to more than one Director. While he or she is so acting, he or she is entitled to separate votes for each Director he or she is representing as an Alternate and, if he or she is also a Director, his or her vote as an Alternate is in addition to his or her own vote as a Director.

9.11 No other method of appointment

No Director is to be appointed otherwise than as provided in this rule 9.

10 Directors' powers and duties

10.1 Powers generally

Except as otherwise required by the Corporations Act, any other applicable law or this document, the Directors:

- (a) have power to manage the business of the Company; and
- (b) may exercise every right, power or capacity of the Company to the exclusion of the Company in general meeting and the members.

10.2 Exercise of powers

A power of the Directors can be exercised only:

- (a) by resolution passed at a Directors' meeting; or
- (b) in accordance with a delegation of the power under rule 11.

10.3 Directors' interest

A Director may:

- (a) hold any office or place of profit or employment other than that of Company's auditor;
- (b) be a member of any corporation or partnership other than the Company's auditor;
- (c) be a creditor of any corporation or partnership; or
- (d) enter into any agreement with the Company.

10.4 Disclosure of interest

Each Director must comply with section 191.

10.5 Director interest in a matter

- (a) A Director may be counted in the quorum of a Directors' meeting that considers, and may vote on, any matter in which that Director has an interest;
- (b) The Company may proceed with any transaction that relates to the interest and the Director may participate in the execution of any relevant document by or on behalf of the Company;
- (c) The Director may retain the benefits under the transaction even though the Director has the interest;
- (d) The Company cannot avoid the transaction merely because of the existence of the interest.

If the interest is required to be disclosed under section 191, paragraph (c) applies only if it is disclosed before the transaction is entered into.

10.6 Agreements with third parties

The Company cannot avoid an agreement with a third party merely because a Director;

- (a) fails to make a disclosure of an interest; or
- (b) is present at, or counted in the quorum for, a Directors' meeting that considers or votes on that agreement.

11 Delegation of Directors' powers

11.1 Power to delegate

The Directors may delegate any of their powers as permitted by section 198D.

11.2 Power to revoke delegate

The Directors may revoke a delegation previously made whether or not the delegation is expressed to be for a specified period.

11.3 Terms of delegation

A delegation of powers under rule 11.1 may be made;

- (a) for a specified period or without specifying a period; and
- (b) on the terms (including power to further delegate) and subject to any restrictions the Directors decides.

A document of delegation may contain the provisions for the protection and convenience of those who deal with the delegate that the Directors think appropriate.

11.4 Proceedings of committees

Subject to the terms on which a power of the Directors is delegated to a committee, the meetings and proceedings of committees are, to the greatest extent practical, governed by the rules of this document which regulate the meetings and proceedings of the Directors.

11.5 Execution of Company cheques etc

All approvals for electronic funds transfers, cheques, promissory notes, banker drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, are to be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by a Director or in such other manner as the Directors decide.

12 Proceedings of Directors

12.1 Convening a Directors' meeting

A Director may at any time, and a Secretary must on request from a Director, convene a Directors' meeting.

12.2 Notice of a Directors' meeting

The convenor of each Directors' meeting:

- (a) must give reasonable notice of the meeting (and, if it is adjourned, of its resumption) individually to:
 - (i) each Director who is in Australia; and
 - (ii) each Alternate; and
- (b) may give that notice orally (including by telephone) or in writing;

but failure to give notice to, or non-receipt of notice by, a Director does not result in a Directors' meeting being invalid.

12.3 Use of technology

A Directors' meeting may be held using any means of audio or audio-visual communication by which each Director participating can hear and be heard by each other Director participating or in any other way permitted by section 248D. A Directors' meeting held solely or partly by technology is treated as held at the place at which the greatest number of the Directors present at the meeting is located or, if an equal number of Directors is located in each of 2 or more places, at the place where the Chairman is located.

12.4 Chairman of Directors' meeting

- (a) The Chairman is to be appointed for a term of three years alternatively by the A Directors (to the exclusion of the B Directors) and then the B Directors (to the exclusion of the A Directors).
- (b) The first appointment of Chairman under this rule 12.4 is:
 - (i) for a term of three years commencing 1 July 2015; and
 - (ii) to be made by the A Directors.
- (c) If a Directors' meeting is held and the Chairman is:
 - (i) not present within ten minutes after the time appointed for the holding of the meeting; or
 - (ii) unwilling to act;

the Directors present and representing the class entitled to appoint that Chairman at that meeting must elect one of their number of chair that meeting.

12.5 Notice of appointment of Chairman

Before the commencement of his or her appointment as Chairman under rule 12.4, the Directors entitled to make that appointment must notify the Secretary of the Chairman's appointment made by them by a memorandum signed by a majority of those Directors.

12.6 Removal of Chairman

- (a) The Directors entitled to make the appointment of Chairman under rule 12.4 may, by memorandum signed by a majority of those Directors, remove the Director previously appointed by them and appoint another in his or her place.
- (b) Any appointment or removal takes effect as and from the time when the memorandum is lodged at the registered office of the Company or produced to a meeting of Directors.

12.7 Quorum

The quorum for a Directors' meeting is two Directors but must include at least one A Director and one B Director.

12.8 Counting an Alternate in quorum

An Alternate who is also a Director or a person who is an Alternate for more than one Appointor may only be counted once toward a quorum.

12.9 Directors present at meeting via technology

A Director is treated as present at a meeting held by audio or audio-visual communication if the Directors is able to hear and be heard by all others attending. If a meeting is held in another way permitted by section 248D, the Directors must resolve the basis on which Directors are treated as present.

12.10 Directors' decisions

A resolution of Directors may only be passed by:

- (a) In respect of A Directors:
 - (i) if four A Directors are present at the Directors' meeting, a majority of at least 75% if those A Directors present; or
 - (ii) if less than four A Directors are present at the Directors' meeting, then unanimously by those A Directors present,

voting in favour of the resolution; and
- (b) In respect of B Directors:
 - (i) if four B Directors are present at the Directors' meeting, by at least 75% if those B Directors; or
 - (ii) if less than four B Directors are present at the Directors' meeting, then unanimously by those B Directors present,

voting in favour of the resolution.

In the case of an equality of votes, the Chairman has no casting vote, in addition to his deliberate vote.

12.11 Procedural rules

The Directors may adjourn and, subject to this document, otherwise regulate their meetings as they decide.

12.12 Written resolution

If all Directors entitled to receive notice of a Directors' meeting and to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document, a Directors' resolution in those terms is passed at the time when the last Director signs.

12.13 Valid proceedings

Each resolution passed or thing done by, or with the participation of, a person acting as a Director or member of a committee is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting on the resolution or doing the thing.

12.14 Parity of votes between A Directors and B Directors

If, at a meeting of Directors, there is not equal number of A Directors and B Directors, the class of Directors in the majority has only the entitlement to an equal number of votes to those of the class of Directors in the minority.

13 Company Secretary

The Secretary holds office on the terms and conditions the Board decides.

14 Minutes

14.1 Content of minutes

The Board must ensure that minutes are duly recorded in any manner the Board thinks fit and include:

- (a) the names of the Directors present at each meeting of the Company, the Board and of any Committees; and
- (b) details of all resolutions and proceedings of general meetings of the Company and of meetings of the Board and of any Committees.

14.2 Signing of minutes

The minutes of a meeting of the Board or of a Committee or of the Company, if signed by the chair of the meeting or by the chair of the next meeting, are prima facie evidence of the matters stated in the minutes.

15 Notices

15.1 Service of notices

A notice may be given by the Company to a Member, or in the case of joint Members, to the Member whose name stands first the Register:

- (a) personally;
- (b) by leaving it at the Member's Registered Address;
- (c) by sending it by prepaid post or facsimile transmission to the Member's Registered Address; or
- (d) by sending it to the electronic address (if any) nominated by the Member/

15.2 When notice is deemed to be served

- (a) A notice sent by post is considered served at the expiration of 48 hours after the envelope containing the notice is posted. It is sufficient to prove that the envelope containing the notice was properly addressed and posted.
- (b) A notice served on a Member personally or left at the Member's Registered Address is considered served when delivered.
- (c) A notice served on a Member by facsimile transmission is considered served when the transmission is sent. A facsimile is considered sent when the Company's facsimile system generates a message confirming successful transmission of the total number of pages of the notice to the addressee.
- (d) A notice served on a Member by electronic means is considered served when the electronic message is sent.

15.3 Member not known as Registered Address

Where a Member does not have a Registered Address or where the Company has bona fide reason to believe that a Member is not known at the Member's Registered Address, all future notices are considered given to the Member if the notice is exhibited in the Office, for a period of 48 hours (and is considered served at the commencement of that period), until the Member informs the Company of a Registered Address.

15.4 Signature to notice

The signature on any notice given by the Company may be written or printed.

15.5 Reckoning of period of notice

Where a given number of days' notice or notice extending over any other period is required to be given, the day of service is not to be counted in the number of days or other period.

15.6 Persons entitled to notice of general meeting

- (a) Notice of every general meeting is to be given to:
 - (i) each Member individually who may vote at general meetings of the Company;

- (ii) each Director; and
 - (iii) the auditor for the time being of the Company.
- (b) Other persons may receive notices of general meetings at the discretion of the Chairman.

15.7 Notification of change of address

Every Member must notify the Company of any change of his or her address and any new address must be entered in the Register. Upon entry it becomes the Member's Registered Address.

16 Indemnity and insurance

16.1 Indemnity in favour of Directors, Secretaries and Officers

Subject to the Corporations Act and rule 16.2, the Company must indemnify each Director, Secretary and Officer to the maximum extent permitted by law, against any Liability incurred by them because of their holding of office as, and acting in the capacity of, director, Secretary or Officer, other than:

- (a) a Liability owed to the Company or a related body corporate of the Company;
- (b) a Liability for a pecuniary penalty order under section 1317G Corporation Act or a compensation order under section 1317H Corporations Act;
- (c) a Liability owed to a person other than the Company that did not arise out of conduct in good faith.

16.2 Indemnity for legal costs

The Company must indemnify each Director, Secretary and Officer to the maximum extent permitted by law, against any liability for legal costs incurred by them in respect of a Liability incurred by them because of their holding office as, and acting in the capacity of, director, Secretary or Officer of the Company other than for legal costs incurred:

- (a) in defending or resisting Proceedings, in which the Director, Secretary or Officer is found to have a Liability for which they could not be indemnified under rule 16.1;
- (b) in defending or resisting Proceedings, in which the Director, Secretary or Officer 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 have been established (but this rule 16.2(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); or
- (d) in Proceedings for relief to the Director, Secretary or Officer under the Corporations Act in which the court denies the relief.

16.3 Proceedings

For the purposes of rule 16.2, 'proceedings' includes the outcomes of the proceedings and any appeal about the proceedings.

16.4 Insurance for the benefit of Directors, Secretaries and Officers

Subject to the Corporations Act, the Company may pay a premium for a contract insuring a person who is or has been a Director, Secretary or Officer acting in that capacity against:

- (a) costs and expense in defending any proceedings, whether civil or criminal, whatever their outcome, or
- (b) a liability arising from negligence or other conduct.

16.5 When Insurance may not be provided by the Company

The Company must not pay, nor agree to pay, a premium for a contract insuring a person who is or has been a Director, Secretary or Officer, against a Liability (other than one for legal costs) arising out of:

- (a) conduct involving a wilful breach of duty about the Company; or
- (b) a contravention of section 182 or section 183 of the Corporations Act.

Execution

The following person, being the person who consented to become a member of the Company in the application for the registration of the Company, agrees to the terms of this Constitution.

Executed

by

**Queensland Master Builders Association
Industrial Organisation of Employers** by:

^ _____
Director

^ GRANT GALVIN
Full name of Director

^ _____
Director/Secretary

^ JOHN CRITCHEL
Full name of Director/Secretary

Executed

by

**Construction, Forestry, Mining & Energy,
Industrial Union of Employees, Queensland**
by:

^ _____
Director

^ MICHAEL RAUBER
Full name of Director

^ _____
Director/Secretary

^ _____
Full name of Director/Secretary

Executed

by

**Communication Electrical Plumbing Union –
Plumbing Division** by:

^ S O'Halloran
Director

^ GARY LEONARD O'HALLORAN.
Full name of Director

^ _____
Director/Secretary

^ _____
Full name of Director/Secretary