

Australian Institute of Management Education and  
Training Pty Limited  
ACN 009 668 553 (**Company**)

Shareholders Resolution

In accordance with sections 249A of the *Corporations Act 2001* (Cth) (**Corporations Act**)

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The undersigned, being the sole shareholder of all the voting shares on issue in the Company as at the date of this resolution, resolve as follows:

<b>Background</b>	<p>It is <b>NOTED</b> that:</p> <ul style="list-style-type: none"><li>(a) the Company adopted its current constitution on 6 August 2024 (<b>Constitution</b>);</li><li>(b) the Company and its sole shareholder intend to amend the Constitution, in the form set out in <b>Annexure A (Amended Constitution)</b>; and</li><li>(c) pursuant to section 136(2) of the Corporations Act, a special resolution of shareholders is required to amend the Constitution.</li></ul>
<b>Amended Constitution</b>	<p>It is <b>RESOLVED</b> that, for the purposes of section 136(2) of the Corporations Act and for all other purposes:</p> <ul style="list-style-type: none"><li>(a) this resolution is a special resolution of the sole shareholder approving the amendment of the Constitution; and</li><li>(b) the Constitution be amended and the Amended Constitution be adopted as the constitution of the Company, and replace the existing Constitution of the Company for all purposes.</li></ul>
<b>Counterparts</b>	<p>This circulating resolution may be executed in any number of counterparts. All counterparts taken together constitute one document. A shareholder may sign this circulating resolution by signing any counterpart. A party may electronically sign an electronic copy of this document via DocuSign or similar applications and bind itself accordingly. This will satisfy all other requirements for this document to be in writing and signed by that party. The parties intend that any electronic copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart.</p>

Signed on 20 September 2024 by:

Executed by **Scentia Australia** )  
**Pty Ltd ACN 603 477 363** in accordance )  
with Section 127 of the *Corporations Act*  
*2001* (Cth):

DocuSigned by:  
  
.....  
Company Secretary/Director

Warren Creighton  
.....  
Name of Company Secretary/Director  
(print)

Signed by:  
  
.....  
Director

Martin Mercer  
.....  
Name of Director (print)

**Annexure A – Amended Constitution**

*See attachment*

# Constitution

Australian Institute of Management  
Education and Training Pty Limited  
ACN 009 668 553

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# 1 Name of Company

The name of the company is Australian Institute of Management Education and Training Pty Limited ACN 009 668 553.

# 2 Status of the Constitution

## 2.1 Constitution of the Company

This is the constitution of the Company.

## 2.2 Replaceable Rules

This Constitution displaces the Replaceable Rules, and accordingly none of the Replaceable Rules apply.

# 3 Definitions and interpretation

## 3.1 Definitions

In this Constitution these terms have the following meanings:

<b>Board</b>	The Directors and alternates present at a meeting, duly convened as a Board meeting, at which a quorum is present.
<b>Business Day</b>	A day which is not a Saturday, Sunday or bank or public holiday in New South Wales.
<b>Circular Resolution</b>	The meaning given in <b>clause 16.11</b> .
<b>Certificate</b>	Any certificate issued by the Company on issue, or registration of transfer, of any Share, and any duplicate of that certificate.
<b>Company</b>	Australian Institute of Management Education and Training Pty Limited ACN 009 668 553.
<b>Constitution</b>	The constitution for the time being of the Company as constituted by this document and any resolutions of the Company modifying this document.
<b>Corporations Act</b>	The <i>Corporations Act 2001</i> (Cth).
<b>Director</b>	A person who is a director for the time being of the Company, and <b>Directors</b> means more than one Director, and in relation to rules applying to meetings of the Board, including voting by Directors and material personal interests, references to Directors includes alternates.



<b>Higher Education Standards</b>	The current Higher Education Standards Framework issued under the <i>Tertiary Education Quality and Standards Agency Act 2011</i> (Cth).
<b>Member</b>	A person who is, or who is registered as a member of the Company or, in the case of joint holders of any Share, who are, or who are registered as, joint holders of that Share, and <b>Members</b> means more than one Member.
<b>Register of Members</b>	The register of Members maintained pursuant to the Corporations Act.
<b>Replaceable Rules</b>	The replaceable rules applicable to a proprietary limited company with share capital, as set out in the Corporations Act.
<b>RTO Standards</b>	The current Standards for Registered Training Organisations made under the <i>National Vocational Education and Training Regulator Act 2011</i> (Cth).
<b>Secretary</b>	Any person appointed for the time being as, or to perform the functions of, secretary of the Company.
<b>Share</b>	Any share in the share capital of the Company, and <b>Shares</b> means more than one Share.

## 3.2 Interpretation

In this Constitution:

- (a) the words “including”, “include” and “includes” are to be construed without limitation;
- (b) a reference to legislation is to be construed as a reference to that legislation, any subordinate legislation under it, and that legislation and subordinate legislation as amended, re-enacted or replaced for the time being;
- (c) a reference to a ‘person’ includes a corporate representative appointed pursuant to section 250D of the Corporations Act;
- (d) headings are used for convenience only and are not intended to affect the interpretation of this Constitution;
- (e) a word or expression defined in the Corporations Act and used, but not defined, in this Constitution has the same meaning given to it in the Corporations Act;
- (f) a reference to “writing” or “written” includes printing, typing and other modes of reproducing words in a visible form including any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (g) where a document (including a record of resolution, notice or consent) is required to be “**signed**”, the requirement may be satisfied in relation to an electronic communication of the document in any manner:

- (i) permitted by relevant law relating to electronic transmissions (including electronic signature); or
- (ii) approved by the Directors (which could include authentication by providing an allocated code or specified personal information).

## 4 Purpose and delegation

### 4.1 Purpose

The purpose of the Company is to promote high standards of education through:

- (a) the provision of higher education; and
- (b) the provision of vocational education and training.

### 4.2 Delegation of academic governance

The Directors may establish an academic board or committee to which the Directors delegate certain responsibilities relating to the effective academic oversight of the higher education services provided by the Company, including strategic, management and operations aspects of the academic functions of the Company, with such membership and terms of reference as set from time to time by the Directors. Such board or committee will have responsibility for the provision of competent advice to the Directors and management on academic matters including advice on academic outcomes, policies and practices. The board or committee so formed may, with the approval of the Directors, establish one or more subcommittees with such membership and terms of reference as set from time to time.

## 5 Member's liability

### 5.1 Liability to contribute

Subject to this Constitution, each Member, and each person who was a Member during the year ending on the day of the commencement of the winding up of the Company, undertakes to contribute to the property of the Company for:

- (a) payment of debts and liabilities of the Company;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) any adjustment of the rights of the contributories among Members.

### 5.2 Limited liability

The amount that each Member or any past Member is liable to contribute under **clause 5.1** above is limited to the amount unpaid on each partly paid Share of which that person is or was the registered holder.

## 6 Members

### 6.1 Number of Members

- (a) The Company must have at least one Member.
- (b) If there is only one Member, that Member may act as the sole Member of the Company.

### 6.2 Limit on number of non-employee Members

- (a) The Company must have no more than 50 non-employee Members.
- (a) In determining the number of non-employee Members:
  - (i) the joint holders of any Share are counted as one Member; and
  - (ii) an employee Member is:
    - (A) a Member who is an employee of the Company or of a subsidiary of the Company; or
    - (B) a Member who was an employee of the Company, or of a subsidiary of the Company, when the Member became a Member.

## 7 Shares

### 7.1 Allotment and issue of Shares

Subject to the Corporations Act and this Constitution, the Board may allot and issue Shares in the Company to any person on such terms and with such rights as the Board determines.

### 7.2 Classes of Shares

- (a) This clause applies if at any time the share capital is divided into different classes of shares.
- (b) The rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied:
  - (i) with the consent in writing of the holders of three-fourths of the issued shares of that class; or
  - (ii) with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class.
- (c) The provisions of this Constitution relating to general meetings apply in so far as they are capable of application to every separate class except that any holder of shares of the class present may demand a poll.
- (d) The rights conferred on the holders of the shares of any class issued with preferred or other special rights shall not, unless otherwise provided by this Constitution, or by the terms of issue of the shares of that class,

be taken to be varied, abrogated or otherwise affected by the creation or issue of further shares ranking equally with those shares.

- (e) The issue of any securities ranking in priority, or any conversion of existing securities to securities ranking in priority to an existing class of preference shares, is a variation or abrogation of the rights attaching to that existing class of preference shares.

### **7.3 Fractional entitlement**

If, on any issue of Shares (including on a distribution or bonus issue), a Member is entitled to a fraction of a Share, the Board may deal with that fractional entitlement, on behalf of that Member, in any manner determined by the Board to be appropriate.

## **8 Transfers**

### **8.1 Company's refusal to register**

Subject always to **clause 8.2**, the Board may refuse to register any transfer of Shares for any reason.

### **8.2 Transfer of Shares pursuant to a security interest**

Notwithstanding anything in this Constitution or the Corporations Act, the Board:

- (a) must register any transfer of Shares presented to it; and
- (b) shall not refuse to register or suspend the registration of any transfer of Shares presented to it,

if, in either case, the transfer is pursuant to a security interest granted by a Member in respect of its Shares.

### **8.3 Company may suspend registration**

- (a) Subject always to **clause 8.2** and to this Constitution, the Board may suspend the registration of transfers at the times and for the period of time it determines.
- (b) A period of suspension of registration must not exceed 30 days in any calendar year.

### **8.4 Retention of instruments of transfer**

Instruments of transfer in respect of transfers that are registered may be retained by the Company for such period of time as the Board may determine. Instruments of transfer in respect of transfers that the Company refuses to register must be returned to the transferor within a reasonable period of time.

### **8.5 Destroying instruments of transfer**

- (a) Subject to the Corporations Act, the Company may destroy an instrument of transfer or any other title document five years after registration of the transfer.

- (b) The Company is not responsible for any loss in respect of any document destroyed in accordance with the Corporations Act or this Constitution.

## **9 Interests recognised**

Subject to this Constitution, the Company is entitled to treat the Member who is the registered holder of any Share as the sole legal owner of that Share.

Subject to the Corporations Act and this Constitution, the Company is not required to recognise any other interest in respect of any Share of any other person.

## **10 General meetings**

### **10.1 Minutes**

- (a) Within one month after each general meeting, the Directors must record, or cause to be recorded, in the minute book:
  - (i) the proceedings and resolutions of each general meeting;
  - (ii) any declarations at each general meeting; and
  - (iii) all resolutions passed by Members without a general meeting.
- (b) The chair of the meeting, or the chair of the next meeting, must sign the minutes within one month after the general meeting.
- (c) The minute books must be kept at the registered office.

### **10.2 Circular resolutions**

- (a) A resolution may be passed without a general meeting being held if all the Members 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. A body corporate's representative may sign such a circular resolution. Either member of a joint membership may sign a circular resolution.
- (b) Identical copies of the document may be distributed for signing by different Members and taken together will constitute one and the same document.
- (c) The resolution is passed when the last Member signs the document, and satisfies any requirement in this Constitution or the Corporations Act that the resolution be passed at a general meeting.

## **11 Appointment and removal of Directors**

### **11.1 Number and composition of Directors**

The Company must have at least three Directors. At least two of the Directors must be considered to be independent Directors.

## **11.2 Director qualifications**

Each Director must:

- (a) ordinarily reside in Australia; and
- (b) be a fit and proper person under the Higher Education Standards.

## **11.3 Term of appointment**

The term of appointment for each independent Director is 3 years. An independent Director may not serve more than 3 consecutive terms.

## **11.4 Cessation of Directorship**

A person ceases to be a Director and the office of Director is vacated if the person:

- (a) is removed (or deemed to be removed) from office as a Director;
- (b) is removed from office as a Director by a resolution of the Company at a general meeting;
- (c) resigns as a Director in accordance with this Constitution;
- (d) is subject to assessment or treatment under any mental health law and the Board resolves that the person should cease to be a Director;
- (e) dies; or
- (f) is disqualified from acting as a director under the Corporations Act.

## **11.5 Resignation of Directors**

A Director may resign from the office of Director by giving notice of resignation to the Company at its registered office.

# **12 Powers and duties of Board**

- (a) Subject to this Constitution and the Corporations Act, the activities of the Company are to be managed by, or under the direction of, the Board.
- (b) Subject to this Constitution and the Corporations Act, the Board may exercise all powers of the Company that are not required to be exercised by the Company in a general meeting.
- (c) The powers of the Board include the power to:
  - (i) borrow or otherwise raise money;
  - (ii) mortgage or charge (including in the form of a floating charge) any of the Company's assets (both present and future); and
  - (iii) issue debentures and other securities, and any instrument (including any bond).
- (d) The Directors are accountable for all of the Company's operations in or from Australia, including:

- (i) for the award of higher education qualifications;
  - (ii) for continuing to meet the requirements of the Higher Education Standards;
  - (iii) for continuing to comply with the RTO Standards; and
  - (iv) the Company's representation of itself.
- (e) The Board may delegate any of its powers to:
  - (i) a Director;
  - (ii) a committee of Directors;
  - (iii) an employee of the Company; or
  - (iv) any other person.
- (f) Any delegation must be recorded in the Company's minute book.
- (g) The Directors may act in the best interests of the Company's holding company.

## 13 Negotiable instruments

All negotiable instruments and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed in such manner as the Board may determine.

## 14 Alternate Directors

### 14.1 Appointment and terms of appointment

- (a) Any Director may appoint a natural person to act as the alternate of that Director and may specify the terms of the alternate's appointment. The terms of that appointment may provide for the alternate to exercise some or all of the powers of that Director.
- (b) A person may be appointed as the alternate of more than one Director.
- (c) An alternate is not an agent of the Director appointing the alternate.
- (d) The Director appointing an alternate must give notice in writing to the Company of that appointment. The Company must then promptly notify the Members of that appointment. If the notice does not detail the terms of the appointment, the alternate will have the power to exercise all of the powers of the Director. The appointment will continue until notice of termination of the appointment is received by the Company.
- (e) An appointment of a person as an alternate is not effective until a signed consent to the appointment is provided by that person to the Company. Accordingly, such an appointment will take effect on the later of the date of appointment and the date on which the Company receives the signed consent.

- (f) A person may not be appointed as an alternate unless that person meets the requirements in **clause 11.2**.

#### **14.2 No liability**

The Company is not responsible for ensuring that the terms of appointment of an alternate are complied with and accordingly, is not liable if those terms are not complied with.

#### **14.3 Remuneration of alternate**

An alternate is not entitled to receive any fee (or other remuneration) from the Company for services performed as an alternate.

#### **14.4 Notice and attendance at Board meetings**

If the notice appointing the alternate provides that the alternate is to receive notice of Board meetings, the Company must provide each alternate with notice. By notice to the Company, the Director who appointed an alternate may at any time require that the notice of Board meetings cease to be given to the alternate.

#### **14.5 Voting of alternate**

An alternate is entitled to a vote for each Director that the alternate represents in addition to any vote the alternate may have as a Director in the alternate's own right.

#### **14.6 Termination of appointment of alternate**

- (a) A Director who appointed an alternate may terminate the appointment of the alternate at any time by notice in writing to the alternate, the Directors and the Company.
- (b) An alternate may terminate the alternate's appointment at any time by notice in writing to the Directors and the Company.
- (c) A termination of appointment does not take effect until the Company has received notice of termination.

#### **14.7 Cessation of appointment of alternate**

An alternate ceases to be an alternate if:

- (a) the appointment is terminated; or
  - (b) the person who appointed that alternate ceases to be a Director,
- whichever occurs first.

### **15 Reimbursement of expenses**

Directors and alternates are entitled to be reimbursed by the Company for reasonable costs and expenses incurred or to be incurred in connection with:

- (a) attendance at meetings of the Board and committees of the Board; and



- (b) the Company's business.

## 16 Board and committee meetings

### 16.1 Convening meetings

- (a) In the ordinary course, the Secretary will convene Board meetings in accordance with the determination of the Board.
- (b) A Director may at any time convene a Board meeting or a meeting of any committee of the Board of which that Director is a member by notice to the other Directors.

### 16.2 Notice of meetings

- (a) Reasonable notice of each Board or committee meeting must be given to the Directors and each alternate entitled to receive notice (if any and in the case of each committee meeting each member of the committee).
- (b) Each notice must state:
  - (i) the date, time and place (or places) of the Board or committee meeting;
  - (ii) the general nature of the business to be conducted at the Board or committee meeting; and
  - (iii) any proposed resolutions.

### 16.3 Omission to give notice

No resolution passed at or proceedings at any Board or committee meeting will be invalid because of any unintentional omission or error in giving or not giving notice of:

- (a) that Board meeting or committee meeting;
- (b) any change of place (or places) of that Board meeting or committee meeting;
- (c) postponement of that Board meeting or committee meeting; or
- (d) resumption of that adjourned Board meeting or committee meeting.

### 16.4 Use of technology

- (a) A Board or committee meeting may be convened or held using any technology consented to by all Directors in the case of a Board meeting or all committee members in the case of a committee of the Board. The consent may be a standing one. A Director may only withdraw consent to the use of a particular technology within a reasonable time period before a Board or committee meeting.
- (b) If a number of Directors equal to the quorum is able to hear or to see and to hear each other Director contemporaneously using any technology consented to by all Directors, there is a meeting and that meeting is

quorate. The rules relating to meetings of Directors apply to each such meeting as determined by the chair of the meeting.

- (c) A Director participating at a meeting using technology consented to by all Directors is treated as being present in person at the meeting.
- (d) A meeting using technology consented to by all Directors is to be taken to be held at the place determined by the chair of the meeting.

## **16.5 Quorum at meetings**

- (a) A quorum at a Board meeting is at least two of the Directors present in person. A quorum for a committee meeting is at least two members of the committee at least two of whom must be Directors present in person. The quorum must be present at all times during the Board or committee meeting.
- (b) If there is only one Director, that sole Director must pass resolutions by recording each resolution in writing and signing the record of that resolution.

## **16.6 Chair of meetings**

- (a) The Directors may elect a Director to chair their meetings. The Directors may determine the period for which the Director is to be the chair.
- (b) The Directors must elect a Director present to chair a meeting, or part of it, if:
  - (i) a Director has not already been elected to chair the meeting; or
  - (ii) a previously elected chair is not available or declines to act, for the meeting or part of the meeting.

## **16.7 Passing resolutions at meetings**

- (a) A resolution of the Board or a committee of the Board must be passed by a majority of the votes cast by the Directors and committee members entitled to vote on the resolution.
- (b) Each Director and committee member present in person or by alternate is entitled to vote and has one vote.

## **16.8 Casting vote**

If on any resolution an equal number of votes is cast for and against a resolution, the chair has a casting vote in addition to any vote cast by the chair as a Director.

## **16.9 Written resolutions**

The Board or a committee of the Board may pass a resolution without a Board meeting or committee meeting being held if a majority of the Directors and committee members 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, with each document to be identical to each other document.

## **16.10 Minutes of meetings**

- (a) Within one month after each Board meeting and each committee meeting, and the passing of any resolution by the Board or by a committee, the Directors must record or cause to be recorded in the minute books:
  - (i) the proceedings and resolutions of each Board meeting and committee meeting; and
  - (ii) all resolutions passed without a Board meeting or committee meeting.
- (b) The chair of the meeting, or the chair of the next Board meeting, must sign the minutes within one month after the meeting.
- (c) The minute books must be kept at the registered office.

## **16.11 Resolution without meeting**

- (a) A resolution of the Board which is in writing and signed by all of the Directors who are entitled to vote (**Circular Resolution**) will be as valid and effective as if it had been passed at a meeting of the Board properly convened and held.
- (b) A Circular Resolution may consist of one or more documents on identical terms.

## **16.12 Committee meetings**

The Board will determine how meetings of any committee of the Board are to be conducted, including the procedures to be adopted and the application of those procedures.

# **17 Director's interests**

## **17.1 Declaration of interest**

- (a) Any Director who has a material personal interest in a contract or proposed contract of the Company, holds any office or owns any property such that the Director might have duties or interests which conflict or may conflict either directly or indirectly with the Director's duties or interests as a Director, must give the Board notice of the interest at a Board meeting.
- (b) A notice of a material personal interest must set out:
  - (i) the nature and extent of the interest; and
  - (ii) the relation of the interest to the affairs of the Company.
- (c) The notice must be provided to the Board at a Board meeting as soon as practicable.

## **17.2 Voting by interested Directors**

if a Director who has a material personal interest in a matter that is being considered at a Board meeting and has provided notice to the Board in accordance with this Constitution:

- (a) the Director may vote on the matter at a meeting;
- (b) any transactions that relate to the material personal interest may proceed;
- (c) the Director may retain benefits under the transaction even though the Director has a material personal interest; and
- (d) the Company cannot avoid the transaction merely because of the existence of the interest.

## **18 Appointment of Secretary**

- (a) The Board may appoint a natural person to act as Secretary on the terms and for such a period as the Board may determine.
- (b) Any Secretary appointed may be removed at any time by the Board.

## **19 Financial records**

### **19.1 Member's access to financial records**

The Board may determine whether and, if so, the extent to which and at what times and place and under what conditions any financial record or other records of the Company may be inspected by Members.

### **19.2 Directors' access to financial records**

Any Director may at any time access and inspect any financial record and any other record of the Company.

### **19.3 Access to financial records after ceasing to be a Director**

The Board may determine that any person who is to cease or has ceased to be a Director may continue to have access to and inspect any financial record and any other record of the Company relating to the time during which the person was a Director.

## **20 Distributions**

### **20.1 Payment of dividends**

- (a) The Company may pay any dividend permitted by law.
- (b) Subject to law, a determination by the Board as to the amount available for declaration or payment of any dividend is conclusive evidence of the amount so available.

## **20.2 Provisions and reserves**

- (a) Subject to this Constitution, the Board may determine to set aside out of the profits of the Company, any provision or reserve as it determines.
- (b) The Board may appropriate to the Company's profits any amount previously set aside as a provision or reserve.
- (c) Any amount set aside as a provision or reserve does not have to be kept separate from any other asset of the Company and such amount may be used as the Board determines.

## **20.3 Deduction from dividends**

The Board may deduct from any dividend payable to any Member any amount presently due but unpaid by that Member to the Company.

## **20.4 Unpaid Calls**

The Board may retain any dividend payable in respect of any security in respect of which there is any unpaid call.

## **20.5 Determination of dividend**

- (a) Subject to law, the Board may determine that a dividend (whether interim, final or otherwise) is payable and fix:
  - (i) the amount of the dividend;
  - (ii) the time for payment; and
  - (iii) the method of payment.
- (b) The Board will determine the method of payment of a dividend which may include the payment of cash, the issue of Shares, the grant of options or the distribution of assets.
- (c) Interest is not payable on a dividend.

## **20.6 Transfer of Assets**

- (a) The Board may direct payment of the dividend wholly or partly by the distribution of specific assets (including fully paid Shares and fully paid debentures or any other security) to some or all of the Members. The Board may determine in respect of the payment of any dividend to allow Members to elect to receive the amount of the dividend to which that Member is entitled in fully paid Shares instead of in cash.
- (b) To give effect to any direction the Board may do all things that it considers appropriate including:
  - (i) fixing the value for distribution of any specific asset or any part of any such asset; or
  - (ii) making a cash payment to any Member to adjust the value of distributions made to Members.

## **20.7 Record Date**

The Board will determine the date and time (**Record Date**) which will be the date and time on which persons who are Members will be entitled to receive any dividend.

## **20.8 Capitalisation of profits**

- (a) Subject to the Corporations Act, this Constitution and the terms of issue of Shares, the Board may determine to capitalise any amount available for distribution to Members by;
  - (i) paying up any amount unpaid on any Share; and
  - (ii) paying up in full unissued Shares to be issued to Members as fully paid.
- (b) Each Member is entitled to benefit from any such capitalisation on the same basis as that Member is entitled to dividends.
- (c) To give effect to any direction, the Board may do all things that is considers appropriate including:
  - (i) disregarding any fractional Share entitlement to any Share;
  - (ii) making a cash payment in respect of any fractional entitlement;
  - (iii) fixing the value for distribution of any specific asset or any part of any such asset; or
  - (iv) making a cash payment to any Member to adjust the value of distributions made to Members.

## **21 Notices**

### **21.1 General**

Any notice, statement or other communication under this Constitution must be in writing, except that any notice convening a Board meeting does not need to be in writing.

### **21.2 How to give a communication**

In addition to any other way allowed by the Corporations Act, a notice or other communication may be given by being:

- (a) personally delivered;
- (b) left at the person's current address as recorded in the Register of Members;
- (c) sent to the person's current address as recorded in the Register of Members by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) sent by email to the person's current email address for notices.

### **21.3 Communications by post or electronic means**

- (a) A communication sent by post is taken to be given three Business Days after it is posted (for post to an address within Australia) or seven Business Days after it is posted (for post to an address outside Australia).
- (b) Subject to **clause 21.4**, a communication sent by email is taken to be given when the information system from which email was sent produces a confirmation of delivery report which indicates that the email has entered the information system of the recipient, unless the sender receives a delivery failure notification indicating that the email has not been delivered to the information system of the recipient.

### **21.4 After hours communications**

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

## **22 Indemnity and insurance**

### **22.1 Indemnity**

- (a) To the extent permitted by the Corporations Act and subject to the Corporations Act, the Company will indemnify each officer, Director and Secretary or any person who has been an officer, Director or Secretary of the Company out of the assets of the Company against any liability, loss, damage, cost or expense incurred or to be incurred by the officer, Director or Secretary in or arising out of the conduct of any activity of the Company or in or arising out of the proper performance of the officer's, Director's or Secretary's duties including any liability, loss, damage, cost, charge and expense incurred by that officer, Director or Secretary in defending any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted to be done by the officer, Director or Secretary, in which judgment is given in the officer's, Director's or Secretary's favour or in which the officer, Director or Secretary is acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the court to the officer, Director or Secretary.
- (b) This indemnity is not intended to indemnify any officer, Director or Secretary in respect of any liability in respect of which the Company must not give an indemnity, and should be construed and, if necessary, read down accordingly.

## **22.2 Documenting indemnity**

The Company may enter into an agreement containing an indemnity in favour of any officer, Director or Secretary. The Board will determine the terms of the indemnity contained in the agreement.

## **22.3 Insurance**

- (a) To the extent permitted by the Corporations Act and subject to the Corporations Act, the Company may pay any premium in respect of a contract of insurance for an officer, Director or Secretary or any person who has been an officer, Director or Secretary of the Company in respect of the liability suffered or incurred in or arising out of the conduct of any activity of the Company and the proper performance by the officer, Director or Secretary of any duty.
- (b) If the Board determines, the Company may execute a document containing rules under which the Company agrees to pay any premium in relation to such a contract of insurance.

## **23 Winding up**

If the Company is wound up any property that remains after satisfaction of all debts and liabilities of the Company, the payment of the costs, charges and expenses of winding up and any adjustment of the rights of the contributories among Members must be distributed among the Members in accordance with their respective rights.



Execution

**Executed by Australian Institute of  
Management Education and Training  
Pty Limited ACN 009 668 553** in  
accordance with section 127 of the  
*Corporations Act 2001* (Cth):

.....  
Director

.....  
Company Secretary/Director

.....  
Name of Director (print)

.....  
Name of Company Secretary/Director  
(print)