

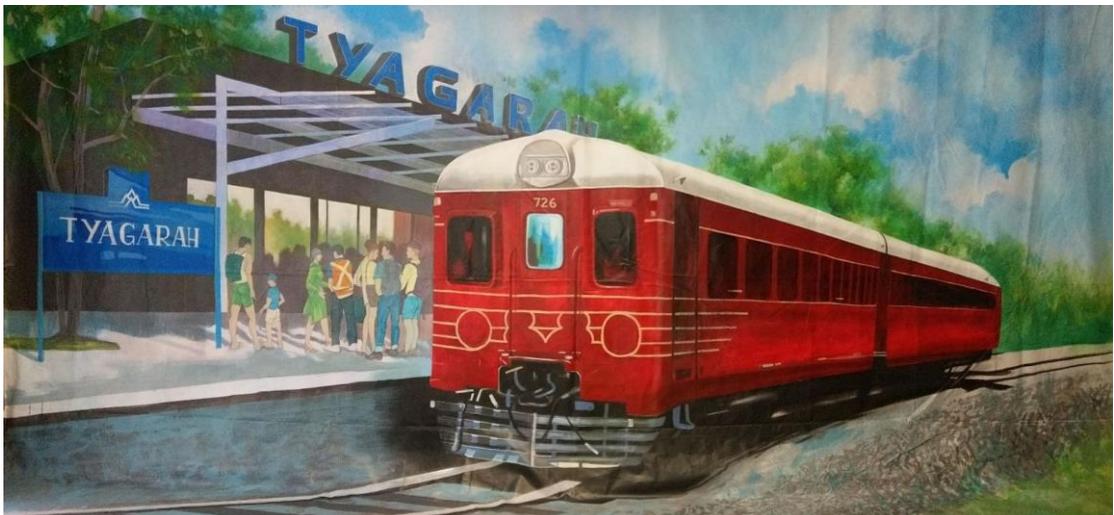
CONSTITUTION

for

NORTHERN RIVERS

RAIL

LTD



Northern Rivers Rail Ltd

Registered Office:

7/84 Rajah Road

OCEAN SHORES NSW 2483

PO Box 83 OCEAN SHORES NSW 2483

Edition 1.8

Including Amended Objects, Approved at AGM 28th May, 2022

CONSTITUTION OF NORTHERN RIVERS RAIL LTD (ACN 646299229, ABN 84646299229)

Table of contents

	Page
1. Preamble	
Definitions	4
2. Objects	7
3. Powers of the Company	8
4. Members of the Company	8
5. Ordinary Members	8
6. Voting Members	8
7. Initial and Life Members	10
8. Non-Voting Members	10
9. Patrons, Expert Panel and Honorary Members	11
10. Complimentary Members	11
11. Volunteers	12
12. Employees and Contractors	13
13. Applications for Membership	13
14. Annual Subscriptions	15
15. Cessation of Membership	15
16. Disciplining of Members	16
17. The Board	20

18. Chairperson and Deputy Chairperson	21
19. Directors	22
20. Election of Directors Elect	24
21. The election of Elected Directors Elect by postal ballot	25
22. Vacancies on the Board	27
23. Powers of the Board	28
24. Procedure at Meetings of the Board	31
25. General Meetings	33
26. Notice of General Meetings	34
27. Procedures at General Meetings	35
28. Voting at General Meetings	36
29. Proxies and Postal Votes	38
30. Minutes of Meetings	39
31. Register of Members	40
32. Seal	41
33. Company Secretary	42
34. Chief Executive Officer (CEO) and Managing Director (MD)	43
35. Treasurer	45
36. Financial Statements	47
37. Inspection of Financial Records	47
38. Application of Funds	48
39. Receipts	49
40. Liability of Members on Winding Up	49
41. Indemnity	50
42. Replaceable Rules and Constitution	51
43. Amendments to the Constitution	51
44. Company Assets	52
Map of the Casino to Murwillumbah Railway Line 2020	53
Map of Proposed North Coast Railway Line 1903	53

CONSTITUTION OF NORTHERN RIVERS RAIL LTD

Preamble

The name of the company is:

The Northern Rivers Rail Ltd (NRRL):

The company is a not-for-profit public company limited by guarantee. It is established to promote and operate a heritage Tourist Railway on the Murwillumbah Branch Railway Line between Casino and Murwillumbah in New South Wales (NSW).

1. Definitions

ACNC means Australian Charities and Not-for-profits Commission;

Agenda means the written order of business on the notice paper of Board, Committee and General Meetings;

AGM means Annual General Meeting;

Annual General Meeting means the General Meeting of the Company required to be held each year in compliance with the *Corporations Act 2001* (Cth);

Annual Report means the report of the Board on the activities of the Company;

Article means 'The Header' of each major subject section/chapter of this Constitution;

ASIC means Australian Securities and Investments Commission;

Board means all the Directors of the Company, acting together;

Board Standing Sub-Committee means a Sub-Committee appointed by the Board;

Business Day means any day except a Saturday or a Sunday or any public holiday in New South Wales;

Chairperson means the Director appointed to the office of Chairperson of NRRL Article 17;

Clause means each section and sub-section under each Article in this Constitution;

Company means Northern Rivers Rail Co. Limited (ACN 000 000 000) ("NRRL");

Corporations Act 2001 (Cth) means the Federal Act which sets out actions that Directors or other staff must observe; also unmovable Articles and clauses demanded by the Act;

Cth means Commonwealth of Australia;

Complimentary Member means a person who is admitted by the Board as a Complimentary Member pursuant to Article 10;

e-mail means electronic mail sent via the internet;

EGM means Extraordinary General Meeting;

Ex-officio means a company employee approved by the Board to attend Board or Committee meetings;

Expert Panel is a group of experts invited by the board to give advice on technical matters;

Extraordinary General Meeting means a General Meeting other than an AGM;

Family Membership means a membership class which includes a primary (ordinary) voting member, a secondary voting member and all family children between the ages of 0 and 17 years.

Financial Records means all the recorded financial records of the company's operations and available for Members to view, without edit, pursuant to Article 36;

Financial Year means the twelve (12) month period commencing on 1 July and concluding at midnight on 30 June of the following year;

General Meeting means a meeting of the Members of the Company;

Gazetted Rules means additional rules, other than those pursuant to Article 16, having the full power pursuant to this constitution, passed by the Board from time to time and communicated to all members, employees and volunteers, in writing and endorsed by the membership at a General meeting;

heritage transport means heritage and historical elements of transport systems in NSW;

Heritage Transport Organisations means not-for-profit organisations whose purpose and objects relate to the restoration, maintenance and preservation of Heritage Transport assets and artefacts;

Honorary Member means a person who is appointed as such, pursuant to Article 9;

HR means Human Resources Consultant;

Initial Member means those members who are signatories to the formation of the Company

Key Stakeholders means NRRC Members and Volunteers, THNSW, TfNSW or other persons or companies engaging with the museum in service, hospitality or other industries associated with the Company;

KPI means **Key Performance Indicators**;

Life Member means a Member who is appointed as a Life Member by the Company at an Annual General Meeting;

Member means a person who is accepted as a member of the Company;

NRRL means the company Northern Rivers Rail Ltd

Non-Voting Member means an Ordinary Member less than 18 years of age, Patron,

Honorary Member or Complimentary Member;

Not-for-Profit means an institution registered with ASIC as a Public Company where the liability of a member is limited by guarantee and with the ability to act as a charitable organisation;

Objects mean the objects for which the Company is bound pursuant to Article 2;

Ordinary Member means a Member pursuant to Article 5;

OH&S means Operational Health and Safety;

Register of Members means the register established pursuant to Article 31;

Secondary Member means the legal partner of an Initial, Life, or an Ordinary Voting Member registered in a Family sub-class of membership;

Shareholder means, in this Constitution, a Voting Member pursuant to Article 6;

Standing Orders means the agenda at any Board, Committee or General Meeting;

THNSW means Transport Heritage NSW Limited;

TfNSW means the NSW Transport Department named 'Transport for NSW';

Volunteer means a Member or non-member who willingly provides their services to the Company without receiving any agreed financial gain in return;

Voting Member means an Ordinary or Life Member who is not a Non-Voting Member and who has fully paid all annual subscription fees due and payable to the Company;

Written means writing which can be by e-mail transmission or via a printed/handwritten paper medium.

2. Objects

2.1 The Company is a Not-for-Profit, **Membership and Volunteer-based charitable organisation** established for charitable purposes to educate the local community on the history and value of the line since its construction in 1894 and to invite local residents and railway enthusiasts to become involved as members to preserve the Heritage Railway Line and operate Commuter, Tourist and Heritage Rail Services on the line between Casino and Murwillumbah in NSW and beyond.

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

- (a) Actively promote, in the community, an interest in operating a not for profit Commuter, Tourist, Heritage Railway Service.
- (b) Conserve, restore, manage, maintain, develop and promote assets and artefacts related to the restoration and maintenance of the Casino - Murwillumbah Railway Line, utilising best practice renewable energy solutions;
- (c) Operate, manage and promote the Commuter, Tourist, Heritage Railway as a community enterprise;
- (d) Foster and actively encourage Membership of the Company and Volunteering in the Company and to provide services and opportunities that support the objects of the Company, while providing Members and Member-Volunteers with enjoyment and satisfaction;
- (e) To preserve the railway corridor zoning of the Casino to Murwillumbah and beyond railway line; restore and reopen this railway line for the purpose of introducing a Commuter, Tourist, Heritage Railway for the benefit of local communities and tourists visiting the Northern Rivers region of NSW.
- (f) To lobby for a dual system where a bicycle trail is incorporated within the rail corridor alongside the railway line to actively respond to the interest, need and support in the community for hiking, bicycle riding and environmental tourism.
- (g) To acquire, own, lease and manage property for the purpose of carrying out the objects of the Company.
- (h) To raise funds to carry out the objects of the Company. The Company is for charitable purposes only. Income earned will be applied to carry out the charitable purposes of the Company.

3. Powers of the Company

3.1 The Company has the powers necessary to implement the Objects, including the powers conferred by the *Corporations Act 2001*(Cth).

4. Members of the Company

4.1 Each Member agrees to be bound by all Articles within this Constitution and by any Gazetted Rules pursuant to clauses 16.1 and 23.1(g), within this Constitution.

4.2 The classes of membership of the Company are Initial Founding Members, Life Members, Voting Members and Non-Voting Members.

(a) Voting Members are:

- (i) Initial and Ordinary Members that are Voting Members and are at least 18 years of age;and
- (ii) Life Members and their legal Partners pursuant to Article 7.

(b) Non-Voting Members are:

- (i) Temporary Members awaiting Board approval of an Ordinary Voting Membership application;
- (ii) Junior Ordinary Members between the ages of 15 and 17 years;
- (iii) Patrons, and Honorary Members;
- (iv) Complimentary Members.

5. Ordinary Members

5.1 An Ordinary Member of the Company is any natural person who is a Member and who is not a Patron, Honorary Member or a Complimentary Member.

6. Voting Members

6.1 Voting Members, are considered **Shareholders** of NRRL whilst they remain financial and have the following rights and privileges:

- (a) The right to attend, speak and vote (after the first twelve (12) months of voting membership) at any General Meeting

insomuch the member is Financial at the date of the vote or falls within the sixty (60) day grace period of the payment of membership fees pursuant to clause 14.3;

(b) The right to hold office as a director of the Company unless they are a full or permanent part-time employee or under a written contract of employment with the Company pursuant to Article 12; or under suspension pursuant to Articles 15 or 16, or a Non-Voting Member of the Company; and

(c) The right to participate in all of the activities of the Company, subject to such restrictions as may be determined by the Board or law.

(d) Membership ceases when a member is in arrears in the payment of the annual subscription for a period in excess of twelve (12) months, as per Article 16.

(e) Voting Members have the right to question the Board or make recommendations to the Board, by written submission through the Company Secretary and to expect a detailed and transparent written answer within sixty (60) days of receipt of the same by the Company Secretary.

(f) Staff, employees of NRRL, Sole Trader Contractors or regular Sole Trader Suppliers cannot be Voting Members, but may be granted a Non-Voting Honorary or Complimentary class of Membership by the Board;

(g) A Voting member can only exercise one (1) vote.

7. Initial and Life Members

7.1 The persons who offered their names in the formation of Northern Rivers Rail Ltd will be known as **Initial Members**.

(a) The Initial Members names will be inscribed on an Honour Board at a future date in the Company's registered office.

7.2 The Company, at an Annual General Meeting on the recommendation and by resolution of the Board, may elect a person(s) as a Life Member(s) of the Company provided:

- (a) The person is a Voting Member with ten (10) years, or more, of continuous service at Board or Volunteer level in NRR or any deviation in length of service; or of any other personal criteria determined by of the Board and written reasons given for this action to the membership;
- (b) The person has such qualifications and is nominated by at least two (2) financial Voting Members in such a manner as may be determined by the Board; and
- (c) The person nominated has, in the opinion of the Board, given such exceptional, unusual or distinguished service to the Company as to be deserving of recommendation by the Board for ratification as a Life Member of NRRL by the membership at an AGM as a Life Member;
- (d) The legal partner of a living Life Member will be invited, should they accept, to be registered as a Voting Member of the Company and noted in the Register of Members.

8. Non-Voting Members

8.1 Other than complimentary members, Non-Voting Members have the following rights and privileges:

- (a) The right to attend and speak, but not to vote, at any General Meeting or other meeting; and
- (b) The right to participate in all of the activities of the Company, subject to such restrictions, from time to time, as may be determined by the Board.

9. Patrons, Expert Panel and Honorary Members

9.1 The Board may appoint Patrons, Expert Panel Members or Honorary Members for a nominated period without the payment of any subscription fee by the person(s) so appointed, provided that the person is not already a Member of the Company and is:

(a) A prominent citizen; or

(b) A local dignitary; or

(c) In the case of the Expert Panel qualified in aspects of railway management.

9.2 Patrons, Expert Panel and Honorary Members are Non-Voting Members who may attend and speak at General Meetings and have the right to participate in all entitlements and all the activities of the Company, subject to such restrictions as may be determined, from time to time, by the Board.

9.3 The Board may revoke such awards of membership made in accordance with this clause at its sole discretion.

10. Complimentary Members

10.1 The Board may offer a 12-month complimentary membership to any person who is not at that time a Member of the Company and has contributed to the Company that, in the opinion of the Board warrants that offer. The Company Secretary will issue a membership card to the Complimentary Member.

10.2 Persons that accept membership offered in accordance with Clause 10.1 are:

(a) Admitted to the Company for 12 months as a Non-voting Member;

(b) Not required to pay any fees or charges for that membership; and

(c) Otherwise subject to clause 4.3 regarding entitlements unless overridden by the Board in individual cases.

10.3 The Board has discretion in offering to renew a person's complimentary membership at the expiry of that person's preceding complimentary membership period.

10.4 Complimentary Members are Non-Voting Members who may attend, but not speak, without leave of the Chair, at General or any other meetings.

11. Volunteers

11.1. Volunteers are NRRL Members or members of the public, fifteen (15) years of age and over, who offer their time and expertise without regular weekly remuneration and who;

(a) May be an Ordinary Member of NRRL, therefore a Registered Member-Volunteer and entered as such on the Register of Members or;

(b) May be a member of the public who offers their services to be a volunteer but who may, initially, elect not to be a member of NRRL with the understanding they will not receive any of the entitlements enjoyed by a registered Voting Member; or

(c) May elect to be a volunteer as part of a CentreLink program; or

(d) May be a 'Placed Person' as part of a State Rehabilitation Program.

(e) Volunteers covered under clauses 11.1(b) and 11.1(c), or on the completion of conditions of placement under clause 11.1(d), may transfer to the status of Registered Member; and

- (i) A Voting Member may change to Volunteer status, as per clause 11.1(a), after one (1) year and eighty (80) hours of Volunteer service; or
- (ii) Completing in excess of two hundred (200) hours of service under clauses 11.1(b), (c) or (d); and
- (iii) On payment of the scheduled membership subscription fee and subsequent Board approval.

(k) Voting Member Elected Directors are Volunteers.

(l) The Board will ensure management pursuers an active program of recruiting and training of volunteers for all appropriate operational, trade, on-train operative and public service positions.

(m) All Volunteers will be covered by Workers Compensation Insurance.

12. Employees and Contractors

12.1 The Board has the power to employ paid employees and or contractors.

12.2 Employees will be subservient to the Board; and

(a) Will be reimbursed under the category of the appropriate industrial award applying at any point of time and will be adjusted accordingly, if required, in each pay cycle.

(b) The current categories covering hours of work will be decided by the Board from time to time;

(c) All employees will be paid the Superannuation Guarantee as detailed under the Act.

(e) Sole Trader Contractors cannot be paid an hourly monetary rate that is less than the award rate covering a given skill the contractor has been engaged for, under Industrial Law; including all entitlements paid on a pro-rata basis.

(f) Contractors may only be employed for a particular task where skills are not available between the current staff and volunteers and for a specific period of time.

13. Applications for Membership

13.1 The Board alone will review and adjust, annually if required, Membership Sub-Classes and Annual Subscription Fees, by resolution and a membership vote at a General Meeting;

(a) The forms for application and re-application procedure for each class of membership will be determined by the Board; and

(b) No Application Fee will ever be applied to any new or re-joining membership application.

13.2 Any person wishing to apply to become a Member of any class must lodge their application to become a Member in accordance with the application procedure, including any Board approved form(s) provided for this purpose, in accordance with clause 6.1.

13.3 The applicant will, on application, pay to the Company Secretary the applicable annual subscription fee; upon payment of the Fee the resulting receipt or email confirmation will serve to imply 'Temporary Membership' until the issue of a valid Membership Card.

13.4 The Board or the Company Secretary, at the earliest opportunity, must consider every application to become a member, or a reinstated member,

that is lodged in accordance with clause 6.1.; the Board alone retains sole discretion in determining whether or not to accept any such application for membership, but must give reasons if in the negative;

13.5 Any applications lodged less than fourteen (14) clear business days prior to a scheduled meeting of the Board will be reviewed and considered by the Board or the Company Secretary at or before the date of the subsequent scheduled meeting of the Board.

13.6 Any application to become a Member that is lodged in accordance with this Article 6 and more than fourteen (14) clear business days prior to the next scheduled meeting of the Board must be reviewed and considered by the Board or the Company Secretary at or before the next scheduled Board meeting.

13.7 Before a period of 30 calendar days has elapsed from the date of acceptance of a Membership application by the Board, the Company Secretary or a Membership Officer must:

(a) Enter the particulars of each new Member into the Register of Members.

(b) Write and send to the new members' postal address informing the applicant(s) of the acceptance of their application for membership and the class of membership that has been granted; together with a 'Chairperson's letter of Welcome' together with the Date for the payment of Annual Fees plus a 'Hard Printed Copy' of this Constitution and any 'Gazetted Rules', together with Membership Card(s) bearing the Members' registered number(s).

13.8 Before a period of thirty (30) calendar days has elapsed from the date of the Board's non-acceptance of a Membership application by the Board, the Company Secretary must:

(a) Notify the person that their application for membership has not been successful and the reasons given;

(b) Return all monies paid in full to the unsuccessful applicant;

(c) Cancel or deactivate any proof of 'Temporary Membership' provided to the unsuccessful applicant that would otherwise allow the unsuccessful applicant to enjoy benefits available only to Members of the Company.

14. Annual Subscriptions

14.1 The annual subscription fee, as set by the Board from time to time, for each Membership Year, must be paid in advance. Payment falls due for each renewing Member annually on the first day of a Member's new Membership Year.

14.2 A Member's Membership Year commences on the annual anniversary of the month on which the particulars of the Member were first recorded in the Register of Members.

14.3 A 'Grace-Period' of sixty (60) days will be granted to Members on the payment of annual fees; however, no entitlements, other than the right to vote during this period, can be claimed, until the fees are paid as the membership will be in automatic suspension.

14.4 Life Members, Patrons, Honorary Members and Complimentary Members are not required to pay the annual subscription fee.

15. Cessation of Membership

15.1 A Member may resign from membership of the Company by giving written notice to the Company Secretary.

15.2 A Member that has resigned from membership of the Company, or whose membership has lapsed beyond twelve (12) months, suspended in excess of sixty (60) days or cancelled may reapply for membership; the Board may restore that person's name, reinstating their original membership number on the Register of Members at any time and this by a simple modified form of re-application for membership of the Company, approved by the Board, in accordance with the terms of Article 13 and the payment of all outstanding fees, unless those fees are set aside by the Board and reasons given.

15.3 Membership will automatically lapse and be suspended if that Member's Annual Subscription Fee remains unpaid and not received by the Company outside the sixty (60) day grace period after it becomes due and payable; during that period of suspension that person shall not receive any of the benefits or entitlements of membership.

15.4 Membership rights, number, benefits and entitlements are automatically reinstated upon the payment of all outstanding fees unless those fees are set aside by the Board and reasons given.

15.5 A digital list of un-financial Members, including the last payment of fees in each case, will be kept by the Company Secretary.

15.6 All membership rights held by a Member are automatically forfeited upon the date of cessation of that Member's membership, whether occurring by resignation, lapse, expulsion, death, or by some other means

15.7 However, despite any cessation of membership, each ceasing Member remains liable for and agrees to pay the prescribed amount that becomes due and payable within a twelve (12) month period, after the date of such cessation, in accordance with the provisions of Article 40.

16. Disciplining of Members

16.1 The Board retains sole discretion to reprimand, suspend (for such period and on such terms as the Board decides including the suspension of voting rights and the suspension of the right to be nominated for election) or expel a Member from the Company if, in the opinion of the Board, that Member refused or neglected to comply with the provisions of this Constitution or any Board gazetted rule; and or

(a) Acted toward the Company in a manner that is unlawful or otherwise prejudicial to the interests of the Company;

(b) Has brought the Company into disrepute; or

(c) Has otherwise acted in a fashion that is unbecoming of a Member.

16.2 Before exercising the power conferred in clause 16.1, the Board must give the Member at least fourteen (14) days' notice in writing, setting out the following information:

(a) The date, time and place of the meeting at which the allegations against the Member are to be heard by at least three (3) Elected Directors of the Board;

(b) Details of the facts and circumstances on which the allegations against the Member are based;

(c) Stating that the Board has the power to admonish or reprimand the Member, suspend or expel the Member from the Company and remove his or her name from the Register of Members if any of the allegations are found to be proved;

(d) Stating that the Member has the opportunity to make an oral or written submission to the Board in relation to the facts and circumstances alleged against the Member prior to the Board making its determination in relation to the allegations; and

(e) Stating that the Board has the power to deal with the allegations against the Member whether or not the Member makes an oral or written submission to the Board at or prior to the nominated meeting of the Board.

16.3 If, after considering all the material before it, including any submissions made by the Member, the Board is satisfied that the allegations made against the Member have been proved, the Board will make a Disciplinary Resolution in relation to that Member.

16.4 If the Board makes a Disciplinary Resolution, the Company Secretary will, within seven (7) days after the Disciplinary Resolution is made, will cause written notice to be given to the Member;

16.5 That includes the Disciplinary Resolution and the reasons given by the Board for having made the Disciplinary Resolution and an explanation of the Member's right of appeal and the means of that appeal including 'Expert Determination' pursuant to clause 16.9.

16.6 A Disciplinary Resolution does not take effect until the expiry of the period within which the member is entitled to appeal. If the Member validly exercises the right of appeal any Disciplinary Resolution made will be automatically stayed until the time that the appeal is finalised.

16.7 A Member may appeal Disciplinary Resolution within twenty one (21) days after notice of the resolution is received by the Member pursuant to clause 16.4; by lodging with the Company Secretary a written notice of the Appeal notice of the Member's election whether the Appeal will proceed under this Clause 16.7; or by Expert Determination under clause 16.10. (For the purposes of this Article 16, Appeal means any appeal, dispute, controversy or claim arising out of, relating to or in connection with a Disciplinary Resolution, including any question regarding its validity).

16.8 An Appeal may be determined by the Members at an EGM called by the Board, at this General Meeting:

- (a) No business other than the question of the Appeal is to be transacted;
- (b) The Board and the Member must be given the opportunity to state their respective cases by oral or written submission;
- (c) If orally one (1) Board Delegate and the Member must be given the opportunity to state their respective cases with a maximum thirty (30) minute presentation;
- (d) The financial Members present are to vote by secret ballot to confirm or revoke the Disciplinary Resolution; and
- (e) The Members may confirm or reject the Disciplinary Resolution made by the Board under clause 16.3 and shall not be entitled to make any other decision.
- (f) The Chair, Board Members and the Company Secretary (if a Member), will not have the right to cast a vote in respect of any charge the Board has made against a member, under clause 16.3 at an EGM called for the purpose under this Article 16.
- (g) A decision by the Members at a General Meeting called under clause 16.7 shall be final and binding on the Member who lodged the appeal, the Board and the Company; or

16.9 Alternatively an Appeal may be determined on written request of the Member by an independent expert, nominated by one of the following organisations in accordance with its respective rules (Expert Determination):

- (a) The Australian Disputes Centre (ADC). The ADC Expert Determination shall be conducted in Sydney in accordance with the ADC Rules for Expert Determination operating at the time the Appeal is referred to ADC; or
- (b) The Law Society of New South Wales. The Law Society Expert Determination will be conducted in accordance with the Law Society's Rules for expert determination. The President of the Law Society of New South Wales or the President's nominee will select the expert and determine the expert's remuneration.

(c) Or any other organisation selected at the time agreeable to both the parties.

(d) If the Member, in their notice of appeal given under clause 16.6, elects to have the Appeal determined under this clause 16.9, then the Member will determine which of the organisations listed in this clause 16.9 will determine the Appeal.

16.10 In any Appeal referred to Expert Determination under clause 16.9:

- (a) The expert's decision is final and binding on all parties to the Appeal;
- (b) The expert must be instructed:
 - (i) After the expert has considered submissions from the parties as to their preferred manner of presenting their submissions (such as written, oral, a combination of written and oral) to specify how submissions may be made to the expert by the parties and the deadlines for the making of those submissions;
 - (ii) To give a written decision setting out what was considered, what was disregarded and the respective weighting of those matters; and
 - (iii) To make the decision no later than seven (7) days after the due date for the respective parties' submissions, being a date determined by the expert Determiner.

16.11. The Company Secretary will convey in writing the final determination of the outcome of the Disciplinary Resolution.

16.12 NRRL will pay the costs and expenses of the EGM or Expert Determination (excluding any third party legal costs incurred by the other party or parties to the dispute, that will remain the obligation of the other party or parties).

17. The Board

17.1 The Board will consist of a total of seven (7) Directors, with suitable skills, experience and competence, as determined by the Board from time to time, to undertake the duties of directors in furthering the aims and objectives of the Company;

17.2 The Directors Elect will be ratified by the Voting Members as Directors, pursuant to Article 19, at the annual AGM; in accordance with clause 22.3.

17.3 At the conclusion of every AGM, on the same day, the Directors will appoint, or re-appoint, the Chairperson and Deputy Chairperson by secret ballot.

17.4 The quorum for a meeting of the Board shall be no less than three (3) in person at the Board table and no more than two (2) by telegraphic means), including the Chair and or Deputy Chair; and

(a) If quorum is invalid and Board meeting cannot proceed; and

(b) The meeting must stand adjourned until the same time and day of the following week.

17.4 The Board will ensure that a written precis of the minutes of each Board meeting is communicated, by mail or e-mail, to each Voting Member within thirty (30) days of the meeting and a member can challenge or question, in writing, any item within that statement as per clause 17.5;

17.5 The Board will give a written reply to any Voting Member within sixty (60) days of receiving a written challenge or recommendation/s from that member regarding Board decisions on Policy, Sales and Marketing, a Capital Project, Management Structure or any mooted change or addition to the Constitution.

17.6 The Board will ensure that any written report generated internally or externally by the Board or Management, will be communicated ninety (90) days after the Board's tabling of said report; to the Voting Members by mail, or e-mail, with any redaction to be shown and reasons given for that action.

17.7 The Board will not be subject to any other control than that required by law or the content of this Constitution.

18. Chairperson and Deputy Chairperson

18.1 The Chairperson and Deputy Chairperson will be elected or re-elected by the Directors, from one of their number, immediately after the AGM every year and on the same day.

- (a) The Chairperson and Deputy Chairperson should demonstrate professional qualifications or experience pursuant to Board policies;
 - (i) In meetings the Chairperson and Deputy Chairperson will assume the title of 'Chair'
- (b) Each will demonstrate a successful career in the commercial and community sector unless these criteria are set aside by the Board and written reasons given to Voting Members at the AGM.
- (c) The Chairperson and Deputy Chairperson should demonstrate full knowledge of Board procedures and Corporate Management Structures.
- (d) Proof of, or willingness to engage in, a minimum course of study in the basic principles of Company Directorship, similar to that on offer from the Australian Institute of Company Directors.

18.3 The Chair will adopt a position of neutrality on all matters presented to the Board; be the conduit between the Volunteers, Staff and the Public and may represent the Company on all matters; will also present and promote NRRL to the Public in a positive manner.

18.4 The immediate past Chairperson may be invited to provide mentoring support and assist in facilitating the activities of the Board, at the discretion of the incumbent Chairperson and Board, for a period of not more than six (6) months following his or her term.

18.5 The Chair has a deliberative vote on the Board but no additional casting vote except subject to any clause in this Constitution where such a casting vote is required.

18.6 The Board may remove the Chairperson if the Board is of the opinion that the conduct of the Chairperson is not in the best interests of the Company;

- (a) This action must be ratified by the members at an EGM within twenty-one (21) working days and will appoint a new Chairperson in accordance with Article 18 within ninety (90) working days;
- (b) By a vote by the Directors as per clause 18.1; and
- (c) The Deputy Chairperson will assume the position of 'Acting Chair' and will observe clauses 18.3 and 18.6 until a new Chair is appointed.

19. Directors

Directors must firstly be, in their counsel, the representatives of the Member-Shareholders regarding all Board deliberations.

19.1 Beyond Initial Members, Voting Members of at least three hundred and sixty-six (366) days standing, from the date of Board approval of their membership, that being the Member's Anniversary Date and who are deemed Financial, at the date of receipt of the nomination by the Company Secretary, will be eligible for election by the Voting Members as an Director Elect of the Company, but

(a) in the first year of incorporation of the Company Initial Members will form the first Board elected by their peers.

19.2 Directors will be elected for a period of three (3) years; however

(a) The Director who received the lowest number of votes must retire at the subsequent AGM; should they desire they may re-submit themselves at the following AGM for re-election; and

19.3 Competence will be considered using an appropriate merit based selection process designed to reflect the appropriate mix of skills and experience required by all Director Nominees, including Directors seeking re-election; together with the candidate's C.V. detailing any association with 'Key Stakeholders' in their listed career background and detailing any personal engagement therein, other personal attributes and two (2) recent 'Passport' size photographs.

19.4 Proof of, or willingness to engage in, a minimum course of study in the basic principles of Company Directorship, similar to that on offer from the Australian Institute of Company Directors, must accompany the nomination.

19.5 The Directors Elect, elected under Article 19, must be declared, by resolution and ratified as Directors at the Annual General Meeting (AGM) at which the poll for their election is declared by the Chair.

19.6 The term of each Director elected under Clause 19.1 is three (3) years, or until the third Annual General Meeting after the date of the election should this occur first; and

(a) In the event that a director resigns before the expiry of that term, that person's directorship ends on the date of such resignation.

19.7 A Director may hold office continually, if duly elected, for two (2) full cycles of six (6) years and cannot re-nominate for a third (3rd) term but may nominate as a Director after a one (1) year's term of absence of holding office; this in the interests of refreshment in the Board's deliberations.

19.8 An Elected Director who retires, resigns or whose office is otherwise vacated under This Constitution is eligible for re-election to the Board pursuant to this Article 19.

19.9 In all aspects, in this Constitution, an Elected Director is considered a Volunteer.

19.10 Each Director has a single vote.

19.11 Directors will not be paid but may be reimbursed legitimate expenses, or for specific task engaged. Reimbursement or other remuneration to directors can only be made by resolution of the Board

20. Election of Directors Elect

20.1 In July each year the Board will appoint an independent Returning Officer and the nomination of Voting Members as candidates for election as Directors, pursuant to Article 19, must take place in the following manner:

- (a) The Company Secretary must, at least nine (9) weeks prior to the Annual General Meeting date, set by the Board in July each year, forward to all Voting Members entitled to vote at a General Meeting of the Company, a notice of the forthcoming election of Directors Elect pursuant to Article 19 containing the names of the retiring Directors and calling for nominees for election as Directors; and
- (b) Including details of the merit based selection process and selection criteria according to Board policy; the invitation of nominees for the position of Director Elect.
- (c) The non-receipt by any Member entitled to vote of such notice does not invalidate the election of the Directors Elect;
- (d) Nominations for election to the position of Elected Director Elect must be in writing and must be delivered to the Company Secretary at the registered office of the Company at least forty-five (45) days prior to the day fixed for the holding of the Annual General Meeting and

must include a statement of competence, demonstrating compliance with the merit-based selection criteria according to Board policy;

(e) A nomination for election to the position of Director Elect pursuant to Article 19 must not be accepted unless it is proposed by two (2) Voting Members and contains the written and signed consent of the candidate;

(f) The Company Secretary must prepare a list of the names of the candidates for election to the position of Director Elect on the Business Day following the day on which nominations close for the election of Directors Elect;

(g) If more than the required number of candidates is nominated for election to the position of Director Elect, an election by postal ballot must take place pursuant to clause 21.2;

(h) If only the requisite number of candidates is nominated for election to the position of Director then the Chair at the AGM must declare those candidates are Directors pending ratification by the Voting Members at the AGM;

(i) If the requisite number of candidates is not nominated for election to the position of Director, then additional nominations of Voting Members for election as Director Elect may, with the consent of the nominee or nominees, be made at the Annual General Meeting and in such an event:

(i) Each nominee must have a separate proposer and seconder to be accepted;

(ii) If more than the required number of additional candidates are nominated for election to the position of Director Elect, the Chair must direct that a ballot take place at the Annual General Meeting in such manner as the Chair specifies in order to elect the additional Directors to make up the required number of Directors; and

(iii) A position filled in this manner is taken to be a casual appointment pursuant to the provisions of Clause 22.2.

20.2. The election of Elected Directors Elect by postal ballot

The election of Elected Directors Elect by postal ballot must take place in the following manner:

20.2.1(a) At least twenty-one (21) days before the date of the Annual General Meeting, the Company Secretary will forward a ballot paper, containing a statement of the number of vacancies to be filled and the names of all candidates for election to the position of Director Elect, together with a written and or digital presentation from each candidate, to each Voting Member. The non-receipt of such ballot paper by any Voting Member will not invalidate the ballot for election of Elected Director Elect;

(b) The order in which the names of candidates for election to the position of Director Elect must appear on the ballot paper will be determined by lot. All candidates for election to the position of Director Elect are entitled to be present when the lot for positions on the ballot paper takes place;

(c) The ballot for Directors Elect is conducted by way of the system of 'First-Past-The-Post', not preferential; the candidate(s) receiving the greatest number of votes, for the available positions, will be declared elected.

(d) The ballot for Directors Elect must be conducted by the independent non-member Returning Officer, appointed by the Board, witnessed by the Company Secretary, Scrutineers appointed by the candidates and or a Board member, for the election of the position(s) of Director Elect; each candidate for election to the position of Director Elect has the right to appoint one (1) scrutineer at the point of counting;

(e) All formal ballot papers received by the Returning Officer not later than 17:00 hours on the fourth (4th) day immediately prior to the Annual General Meeting must be counted;

(f) The Returning Officer must report the result of the voting for Director Elect to the Chair who must then, subject to the provisions of the *Corporations Act 2001* (Cth), declare the successful candidate or candidates to the position of Director Elect to the Voting Members at the yearly AGM;

(g) Any question relating to the formality of any ballot paper must be referred to the Chair, whose determination of that question is final; the

Chair has a casting vote or votes in the event of two (2) or more candidates obtaining an equal number of votes on a ballot; and

(h) The Board may make rules prescribing the way a ballot must be conducted but with regard to convention and president regarding these matters;

(i) including but not limited to the manner of returning completed ballot papers, the postal address to which completed ballot papers are to be returned (or the registered office if hand delivered), the appointment of the Returning Officer and scrutineers, the counting of votes and the period of the retention of ballot papers after the election.

20.2.2. At the earliest opportunity after each Annual General Meeting and on the same day, the Directors will appoint, or re-appoint, from their number, the Chairperson and Deputy Chairperson; then convey the outcome to the Company Secretary for inclusion in the AGM minutes.

20.3 No person is entitled to hold office as a Director if that person is a full time or permanent part-time employee with the Company, under an industry award or in possession of a written contract of employment with the Company or a sole Contractor or Supplier or under suspension as per Articles 15 or 16.

20.4 This restriction does not apply to Members who are remunerated for the performance of operative or Rail Safe-working duties for the Company or casual workers on an irregular or infrequent basis, or Member-Volunteers.

21. Payments to Directors

(a) The company does not pay fees to directors

(b) The company may pay a director for work they do for the company, other than as a director, if the amount is no more than a reasonable fee for work done, or

(c) Reimburse a director for expenses properly incurred by the director in connection with the affairs of the company

(d) Any payments made under Clause 21 (a) must be approved by the directors

(e) The company may pay premiums for insurance indemnifying directors, as allowed for by law (including the Corporations Act) and this constitution

22. Vacancies on the Board

22.1 A Director must cease to be a director if he or she:

- (a) Tenders his or her resignation in writing;
- (b) Is a Director who ceases to be a Voting Member;
- (c) Is disqualified by law from holding office;
- (d) Becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (e) Becomes unsound of mind or a person whose person or estate is dealt with in any way under the law relating to mental health;
- (f) Absents himself or herself from three (3) consecutive meetings of the Board or five (5) meetings of the Board within a twelve (12) month period without prior granting of leave of absence by the Board;
- (g) Is directly or indirectly interested (within the meaning of the *Corporations Act 2001* (Cth)) in any contract with the Company or a participant in the profits of any contract with the Company.
A director, however, is not required to vacate the office by reason of being a member of any corporation, society or association that has entered into contracts with, or done any work for, the Company if such corporation, society or association is among the class of companies referred to in clause 39.3
- (h) If he or she declared the nature of the interest in the manner required by the provisions of the *Corporations Act 2001* (Cth).

22.2 The Directors must fill a Director's vacancy within thirty (30) days, such appointment being for the remainder of the unserved term of the Elected Director that is being replaced, with a person who is qualified to hold office as per Board policies and is either;

- (a) In the first instance an unsuccessful Candidate from the previous AGM ballot according to the descending position they obtained on that ballot result; if any such candidate(s), is or are, agreeable and available; or

(b) Thereafter consulting a Voting Member qualified to hold office as an Elected Director to the Board as per clause 19.2(a).

22.3 The Directors may act notwithstanding any casual vacancy in their number. If the number of Directors is less than four (4), the directors may act for the purpose of increasing the number of Directors or for the purpose of convening a General Meeting to elect additional Directors, but for no other purpose.

23. Powers of the Board

23.1 The business and affairs of the Company are under the Management of the Board, which may exercise all the powers of the Company that are not, by this Constitution or the *Corporations Act 2001* (Cth), required to be exercised by the Company in General Meetings.

In particular, but without limiting the powers of the Board, the Board has power to do the following:

(a) Will appoint 'Board Standing Sub-Committees' and to delegate to those Sub-Committees such powers as the Board may determine; these Board Standing Sub-Committees to cover the following core operating Divisions and responsibilities;

- (i) Finance, Remuneration and Corporate Risk
- (ii) Foundations and Fund Raising
- (iii) Business Development, Sales and Marketing
- (iv) Operations, Rail Safety and OH&S
- (v) Engineering and General Maintenance

(b) To appoint, from time to time, other Single Purpose Board Sub-Committees, created for any specific Purpose determined by the Board, with a finite timeline set by the Board;

(c) All Board Sub-Committees to have a Director appointed, by the Chair, as Chair of each of the Board Sub-Committees; the Board may appoint independent practitioners, should any particular expertise not be available within the membership cohort;

(d) To revoke or alter any such Sub-Committee appointments or delegations attached thereto in clauses 23.1(a) and (b), by Board resolution to be ratified at a subsequent General meeting; and

- (e) Board Sub-Committees do not make policy but recommend actions to the Board and it is required that all Sub-Committees report to the Board on a regular basis as set by the Board;
- (f) To enforce the observance of all Articles within this Constitution and all Board Gazetted Rules pursuant to clause 23.1(g);
- (g) Gazetted Rules, further to those conditions contained in Article 16, may be made by the Board to also cover not only Members but all Paid Staff, Volunteers, Contractors and Suppliers; to make, amend and rescind such Gazetted Rules as, in the opinion of the Board, are necessary or desirable for the proper control, administration and good management of the Company;
- (i) Including rules as to conduct
 - (ii) Membership classes, sub-classes and annual subscription fees pursuant to Board approved and published policy.
 - (iii) A person's departure from these rules can be reported to the Board for action under Article 16, or mediation;
- (h) To appoint any delegate or delegates to represent the Company for any purpose with such powers as the Board may determine and vary or revoke such powers at any time;
- (i) To engage, appoint, hire, control, remove, discharge, suspend and dismiss the Company Staff, Company Secretary and Treasurer(CFO); to determine the duties, salary or honorarium and other conditions of employment or engagement of these positions;
- (j) To pay all the expenses of managing, marketing and promoting the Company;
- (k) To determine who has authority to authorise payments and other negotiable documents on behalf of the Company;
- (l) To purchase or otherwise acquire for the Company any real or personal property rights at such price and upon such terms and conditions as it determines;
- (m) To sell, lease, exchange or otherwise dispose of any real or personal property rights or privileges of the Company at such price and on such terms and conditions as the Board determines with the exclusion of assets listed on the Asset Register that must be dealt with in accordance with the terms of Article 43;

(n) To invest and deal with any of the moneys of the Company not immediately required for the purposes of the Company provided that such moneys invested be so invested only in such forms of investment as are permitted by law for the investment of trust funds and provided by reputable and credible financial institutions;

(o) To borrow or secure the payment of any sum or sums of money for the purpose of the Company and to raise or secure payment of such money in any manner and upon any terms and conditions in all respects as the Board determines;

(p) To meet the expenses of any Director or other representative of the Company in accordance with the Board approved and published 'Company Expense Policy' that is in force at the time or as otherwise approved by resolution of the Board;

(q) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and to refer any claims or demands by or against the Company to arbitration or mediation and to observe and perform the award or decisions made in regard thereto; and pursuant to clause 23.4, can commission legal counsel;

(r) Subject to the *Corporations Act 2001* (Cth), to pay premiums, on or before the due date, for an insurance policy in favour of any Director or Officer or Volunteer or Property for any type of liability;

(s) To perform such acts and anything as may be necessary or desirable to carry out the objects and interests of the Company.

23.3 In accordance with clause 23.2, the Board must finance and maintain Engineering to ensure live Rail experiences on the Casino to Murwillumbah branch railway line by encapsulating the skills of the Sales and Engineering of NRRL.

23.4 To approve or to appoint and or dismiss an Independent Legal Consultant on a 'for need basis', (either Pro-bono, or otherwise as a Fee-for-Service arrangement (based on a pre-quotations)) and subsequent acceptance by the Board.

23.5 The Board will instruct staff or a consultant to internally develop a written Business-Sales Plan, with accompanying draft financial budgets, covering the subsequent Financial Year and present it to the Board by the 30th April each year.

24. Procedure at Meetings of the Board

24.1 There must be no fewer than **ten (10)** meetings of Directors each calendar year.

24.2 The Directors will meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they see fit. A director may at any time cause the Company Secretary to summon a meeting of the Directors by written notice to the Company Secretary setting out the matters to be discussed at that meeting.

24.3 At least forty-eight (48) hours' notice in writing through any medium agreed to by the Directors must be given to each Director for each meeting.

24.4 Subject to the *Corporations Act 2001* (Cth), a Directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able to simultaneously hear each other and participate in discussion. The Directors need not all be physically present in the same place for a directors meeting to be held, pursuant to clause 17.5.

24.5 Every Director is entitled to attend and vote at every Board meeting, but no other person may attend or be heard except the Company Secretary or at the invitation of the Chairperson or by resolution of the Board.

24.6 No business can be transacted at any meeting of the Board unless a quorum of Directors is present at the time of the commencement of the meeting.

24.7 If a quorum of Directors as defined in clause 17.5 is not present at the time fixed for the holding of a meeting of the Board, the meeting must stand adjourned until the same time and day of the following week.

24.8 The Chairperson must preside at every meeting of the Board or, if not present within fifteen (15) minutes of the time appointed for the holding of the meeting, the Deputy Chairperson must preside at that meeting of the Board or if the Deputy Chairperson is unable or unwilling to act as Chair, the Directors present must elect a Director to act as Chair for the meeting.

24.9 In the event that a Director other than the Chair is acting as Chair, that Director will be entitled to vote in accordance with his or her normal deliberative voting rights.

24.10 A resolution put to the vote at a meeting of the Board must be decided on by a show of hands unless a poll or secret ballot is demanded (before or on the declaration of the result of the show of hands) by:

(a) The Chair, or

(b) At least two (2) Directors present at the meeting.

24.11 A motion to suspend Standing Orders to discuss matters of urgency must be accepted by the Chair if seconded; accepted rules of debate will apply.

24.12 Except where stated in this Constitution, decisions of the Board are made by the majority of votes. In the event of a deadlock the resolution at hand will be lost; the resolution can be immediately debated and re-put.

24.13 Subject to clause 18.5, the Chair does have a deliberative vote except on any resolution connected with clause 18.6, in relation to which the Chairperson has no vote whatsoever.

24.14 Any circular resolution assented to by every Eligible Director either in writing or electronically including by e-mail, will be valid as if it had been passed at a meeting of the Board, duly convened and held. In particular:

(a) An Eligible Director for the purposes of this clause 24.13 means any Director elected in accordance with Article 19 or appointed in accordance with Article 20;

(b) For clarity, any such circular resolution will not fail by reason of the failure to vote by any Eligible Director who is on Board approved leave at the time the circular resolution is circulated for assent.

(c) Assent to any such resolution may consist of several documents or e-mails; each signed or sent by one (1) Director.

(d) Any such circular resolution whether assented to or not must be noted and minuted at the next meeting of the Board.

24.15 All acts done at any meeting of the Board or by any person acting as a Director are valid as if such person had been validly appointed and qualified to be a Director, despite any subsequent discovery of a defect in that person's appointment as a Director including that they were disqualified from being a Director.

25. General Meetings

25.1 The Annual General Meeting (AGM) must be held at least once in every calendar year, but not more than five (5) months after the end of the Financial Year, the Annual General Meeting must be held in the month of November following the end of the Financial Year, unless otherwise resolved by the Board.

25.2 An Extraordinary General Meeting (EGM) may be called at any time by the Board and must be convened by the Board:

- (a) If requested in writing by the Chairperson; or
- (b) If requested in writing by at least two per cent (2%) or fifty (50) members, whichever is lower, of the total number of the Voting Members; or
- (c) As otherwise required by law.

25.3 Four (4) 'Quarterly Meetings' (QM) will be held each calendar year to inform Members of progress with the Company's stated Business, Sales, Marketing, Rail History, Conservation and Engineering plans; Voting Members can raise a Notice of Motion concerning any Board statement presented, to be answered by the Board, at the next Quarterly Meeting.

26. Notice of General Meetings

26.1 Notice of every General Meeting must be given to each Voting Member entitled to attend and to the auditor of the Company.

26.2 A notice may be given by the Company to any Member, either:

- (a) Personally, or by sending it by pre-paid post to the Member, to the last known postal address supplied by the Member to the Company; or
- (b) By sending it via electronic means to an e-mail address nominated by the Member for the purpose of serving notices upon the Member.

26.3 A notice sent by post is deemed to have been effective six (6) Business Days after it is posted and a notice forwarded by electronic e-mail is deemed to have been affected on the next Business Day.

26.4 At least twenty-one (21) days' notice must be given to every Voting Member of the holding of any General Meeting.

26.5 Every notice convening a General Meeting must set out:

- (a) The place, date and time for the meeting;
- (b) The general nature of the business of the meeting;
- (c) If a special or general resolution is to be proposed at the meeting, an intention to propose the special resolution and state the likely solution; and
- (d) Any questions on notice.
- (e) Any questions without notice.

26.6 The accidental omission to give notice of a General Meeting of the Company to any Member or the non-receipt of such a notice by any Member does not invalidate the General Meeting or any of the business transacted at that meeting.

27. Procedures at Annual General Meetings

27.1 The business of the Annual General Meeting (AGM) must include in the Agenda, as published in the 'Notice of Meeting', the following Standing Orders:

- (a) To confirm the minutes of the previous Annual General Meeting;
- (b) To receive the Annual Company report, authored by the Board and relevant staff;
- (c) To receive the Company's Financial and the Audit reports;
- (d) To raise any business arising from clauses 27.1(a),(b)and(c)
- (e) To ratify the Elected Directors Elect, should they be due to be elected;
- (f) To appoint an Auditor or Auditors as required by the *Corporations Act 2001* (Cth);

(g) To consider and vote for any Board Resolution(s), duly printed on the 'Agenda', to add or make change to this constitution or other Gazetted Rules or any other matter;

(h) To deal with any business of which due and lawful written notice has been given;

(i) Any questions without notice.

27.2 No business shall be transacted at an Extraordinary General Meeting unless it is listed in the agenda (the Standing Orders) specified in the notice calling the meeting or as per this clause or is otherwise permitted to be dealt with by law.

27.3 A quorum at any General Meeting is twenty (20) Voting Members.

27.4 No business will be transacted at a General Meeting unless a quorum of Members is present at the commencement of the meeting.

27.5 If a quorum is not present at the time fixed for the holding of a General Meeting, the meeting must be dissolved, if it was convened on or by the requisition of Members. If it was convened by the Chair or by the Board or by order of the Court, the meeting must stand adjourned until the same time on the same day of the next week, which is a Business Day, at the registered office of the Company.

27.6 If a quorum is not present at the adjourned meeting within thirty (30) minutes of the time fixed for the holding of the meeting, the Voting Members present will constitute a quorum.

27.7 The Chairperson must preside at every General Meeting or, if the Chairperson is not present within fifteen (15) minutes of the time appointed for the holding of the General Meeting, or if he or she is unable or unwilling to act as Chair the Deputy Chairperson must preside at that meeting; or

(a) If the Deputy Chairperson is unable or unwilling to act as Chair, the Directors present must elect one of the Directors to act as Chair for the meeting.

27.8 No person other than a Financial Voting Member is entitled to vote at a General Meeting; non-voting members may not speak at a General Meeting without leave of the Chair.

27.9 The Chair of the meeting may, with the consent of the Voting Members present at a General Meeting at which a quorum is present, adjourn the meeting to a date, time and place agreed to by the Voting Members present, but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

27.10 When a meeting is adjourned for thirty (30) days or more, a fresh notice of meeting must be given in the manner specified in this Constitution.

28. Voting at General Meetings

28.1 A resolution put to the vote of a General Meeting must be decided on a show of hands unless a poll (before or on the declaration of the result of the show of hands) is demanded:

- (a) By the Chair; or
- (b) By at least five (5) Voting Members present and entitled to vote at the meeting.

28.2 Unless a poll is demanded, the Chair must declare that a resolution has been:

- (a) Carried; or
- (b) Carried unanimously; or
- (c) Carried by a particular majority; or
- (d) Lost, on the show of hands.

28.3 If a poll is duly demanded at the meeting, the manner in which the poll is to be taken and the time at which it is to be taken must be determined by the Chair and the result of the poll must be the resolution of the meeting at which the poll is demanded, but a poll demanded on the election of the Directors or on a question of adjournment must be taken at once.

28.4 A declaration of the Chair is conclusive evidence of the result of the vote to which it refers, without proof of the number or proportion of the vote recorded in favour or against the resolution, unless a poll is demanded. If a poll is demanded then the numbers recorded in favour or against must be declared at the meeting. A demand for a poll may be withdrawn.

28.5 If there is an equality of votes on a show of hands or on a poll, then the resolution concerned is lost and debate will continue, resulting in a further vote.

28.6 At least two per cent (2%) or fifty (50) Voting members, whichever is lower, of the total number of the Voting Members may request that a vote of no confidence in the Board, or an individual Director, be held at a General Meeting. Notice of the resolution and sufficient details to support the no confidence are to be supplied in accordance with the provisions for notification of lawful business in clause 27.1. Any such resolution must be put at the relevant General Meeting.

28.7 In the case of any dispute as to the admission or rejection of a vote pursuant to a notice under clause 28.6, the Chair of the meeting must determine the dispute and such determination made in good faith is final.

28.8 At least two per cent (2%) or fifty (50) Voting members, whichever is lower, of the total number of the Voting Members may request that a vote of no confidence in the Chair be held at a General Meeting. Notice of the resolution and sufficient details to support the no confidence are to be supplied in accordance with the provisions for notification of lawful business in clause 27.1.

28.9 At an AGM a voting Member can move a 'Suspension of Standing Orders' to have the meeting accept a motion to discuss a matter of urgency on any subject pertaining to the content of any Article in this Constitution; the motion must be seconded and the mover, seconder and two (2) other Voting Members can speak to the motion for a period not exceeding five (5) minutes for each speaker; for the substance of the motion to proceed to debate;

28.10 A vote pursuant to clause 27.2, must be passed by sixty per cent (60%), plus one (1), of the Voting Members present at the meeting for the motion to proceed for deliberation;

28.11 An objection to the qualification of a voter may only be raised at the General Meeting or adjourned General Meeting at which the voter tendered his or her vote.

28.12 An objection to the qualification of a voter must be referred to the Chair of the General Meeting, whose decision is final.

28.13 A vote that the Chair does not disallow because of an objection is valid for all purposes.

29. Proxies and Postal Votes

29.1 Every Voting Member is entitled to either:

- (a) Attend the General Meeting and vote in person;
- (b) Complete and return a postal ballot; or
- (c) Appoint another Voting Member as proxy to attend and vote at any General Meeting on their behalf by notice.

29.2 Any postal ballot must be:

- (a) In the form approved by the Board from time to time;
- (b) Posted by return mail to arrive no less than three (3) business days prior to the last day specified for the return of postal ballots to the NRRL postal address; or
- (c) By hand by 4.00-pm on the day polling closes to the registered office of NRRL; and
- (d) Marked in the manner prescribed.

29.3 Any notice of appointment of a proxy must be:

- (a) In the form approved by the Board from time to time;
- (e) Marked in such manner as prescribed by the Board; and
- (c) Delivered to the Company Secretary, at the Company's registered office by service mail or by hand, not later than forty-eight (48) hours before the time of the meeting in respect of which the proxy is appointed.

29.4 The notice of appointment of a proxy shall be in the form determined by the Board from time to time.

29.5 A vote cast in accordance with an appointment of proxy or power of attorney is valid even if before the vote was cast, the person appointing:

- (a) Died;
- (b) Became mentally incapacitated, or
- (c) Revoked the proxy or power, unless any written notification of the death, unsoundness of mind or revocation was received by the Company before the relevant General Meeting or adjourned General Meeting.

30. Minutes of Meetings

30.1 The Board must cause Minutes to be kept by the Company Secretary or the Company Secretary's delegate, who will take, or cause to be taken by any media, the minutes of all Company, Board or Sub-Committee meetings, in a timely manner, pursuant to clause 29.1(f); together with:

- (a) All appointments of Directors, Senior Appointments and other Officers made by the Company or by the Board;
- (b) The names of the:
 - (i) Directors present and voting at each meeting of the Board; and
 - (ii) Members present and voting at each meeting of a Board Sub-Committee;
- (c) The number of Voting Members present at General Meetings of the Company;
- (d) The number of Voting Members registering a vote on each resolution presented; and
- (e) All resolutions and proceedings of all meetings of the Company or of the Board or of Board Sub-Committees.
- (f) The minutes, in draft form, must be presented for Board or Committee members for comment and or change via e-mail to all Board or Committee members within five (5) working days of a Board or Committee meeting; then in final form to accompany the notice of the next Board or Committee meeting.

30.2 The minutes must comply with the Charitable Fundraising Act 1991 (NSW) or its successor.

31. Register of Members

31.1 The Company must keep a written Register of Members in which at least the following information must be entered with regard to each Member:

- (a) (Preferred) First name and Surname/Family name;
- (b) 'Secondary' Member's name (if applicable);
- (c) Current and valid postal and an e-mail (if available) contact addresses;
- (d) Date of admission as a Member;
- (e) Date of financial entitlement in voting with respect of the Member's anniversary date plus sixty (60) days pursuant to clause 6.1(a);
- (f) Class and Sub-Class of the Member and clause 4.2 and Article 13;
- (g) The date of admission as a Life Member (if applicable);
- (h) The dates and particulars of any other changes that are required by this Constitution to be entered in the Register of Members;
- (i) The amount and date of the last payment of annual subscription by that Member;
- (j) The date upon which he or she ceased to be a Member;
- (k) Any other information as determined by the Board.

31.2 Every Member must notify the membership officer in writing of any change in his or her name or addresses. The last postal and or e-mail address given in writing is deemed to be the registered address of the Member for the purpose of the issue of notices.

31.3 The 'Membership Number' first assigned to a member on the membership register will also be deemed to be the Member's Share number whilst that membership is valid; and

- (a) Is unique to that member and cannot, after a cessation of membership, be assigned to any new member; and

(b) Is held inviolate for all time; and

(c) Will be reissued to a member who re-joins or is reinstated by the Board as a Member of the Company.

32. Seal

32.1 The Company may execute a document under seal or without using a seal.

32.2 A document may be executed under seal if the fixing of the seal is witnessed by two (2) Directors or a Director and the Company Secretary.

32.3 A document may be executed without using the seal if the document is signed by two (2) Directors or a Director and the Company Secretary.

32.4 The Company may execute a document as a deed if the document is expressed to be executed as a deed and it is executed in accordance with this clause.

32.5 The seal must not be used without the prior express authority of the Board.

33. Company Secretary

The Company Secretary is a part time position; must be qualified to certificate level or similar, recognised by The Institute of Chartered Secretaries and Administrators (ICSA); unless this condition is set aside by the Board and written reasons given to the Membership.

33.1 The Board must appoint a Company Secretary upon such terms and conditions as the Board determines, including, but not limited to, the period of such appointment;

33.2 The Board may appoint a Director to the office of Company Secretary or may appoint a qualified Voting Member who will be deemed to be a Member/Volunteer.

33.3 Any Company Secretary so appointed will:

(a) Fulfil the duties attaching to the offices of Company Secretary and be the Public Officer of the Company at law;

(b) Attend all Board meetings unless otherwise excused by the Board; and

(c) Comply with all requirements prescribed by law; and

(d) Will take, or cause to be taken, the minutes of all Company, Board and Board Sub-Committee meetings, pursuant to clause 30.1;

(e) Will maintain and communicate the Board's schedule of meetings and activities.

(f) May speak at any Board or Committee meeting.

33.4 The Company Secretary may receive an Annual Honorarium and or entitlements if a Voting Member or a salary and entitlements if not a Voting Member;

(a) Negotiated between the Board and the Company Secretary;

(b) Paid monthly from the month after appointment but including the month of appointment.

(d) The Annual Honorarium or salary and any other entitlements to be reported to members in the annual financial statements and ratified by the members at each AGM.

33.5 The Board may revoke any such appointment made under this clause at its sole discretion.

34. Chief Executive Officer (CEO) and Managing Director (MD)

The Board may decide when future growth permits to appoint a Chief Executive Officer (CEO) as a contracted employee of NRRL; the CEO will be charged with the overall responsibility to manage the Company on a daily basis, on behalf of and at the behest of the Board; the CEO will consult with the Board and Treasurer, to ensure the harmonious and successful operation of the Company; thus

34.1 The Board may appoint a Chief Executive Officer (CEO) who will not be a Director; the CEO will have professional, Tertiary-level qualifications; any part of this clause may be set aside by the Board and written reasons given to the Membership; and

(a) Should the Board not appoint a CEO a Director may be appointed by the Board; and

(b) This Director shall be termed 'Managing Director' (MD);

(c) The Managing Director may receive an Annual Honorarium;

(i) Negotiated between the Board and the MD;

(ii) Paid monthly from the month after appointment but including the month of appointment; and

(iii) The Annual Honorarium or salary and any other entitlements to be reported to members in the annual financial statements and ratified by the members at each AGM; or

34.2 In the case of an appointed CEO, upon such terms and conditions as the Board determines, including, but not limited to, the period of such appointment and the remuneration, entitlements and conditions to be paid and granted in respect of such appointment and any accompanying mutually agreed employment contract between the Company and the CEO; and

(a) The employment contract, salary and entitlements will be negotiated with the Board; and

(b) Remuneration will be paid monthly from the month after appointment and including the month of appointment; and

(c) The remuneration, entitlements and general terms of any employment contract to be reported to members in the annual financial statements and ratified by the members at the AGM, pursuant to the *Corporations Act 2001*(Cth), chapter 2G.8.250SA; also

(d) The CEO may attend all Board or Board Sub-Committee Meetings Ex-officio by permanent invitation, or be requested by the Chair to attend any Board meeting; but cannot vote on any Board or Sub-Committee resolution; and

(e) The CEO may be requested to depart a meeting, from time to time, when the Board or a Sub-Committee has determined to meet in camera, for a period; and

(f) Will attend all General Meetings of NRRL at the Chairperson's direction.

34.3 Will cause to prepare, internally, a detailed Business Development and Sales/Marketing Plan, having consulted with the Board with accompanying draft financial budgets, for each subsequent year and present it to the Board on or before 30th April each year.

34.4 The CEO may be removed by the Board according to clause 23.1(i), having considered any terms of any employment contract or conditions of Industrial Relations Law.

34.5 The CEO will not be a Voting Member of the Company, nor a Director but will be an Honorary Member pursuant to clause 6.1(g).

34.6 The CEO may sign cheques or access Internet Banking and other negotiable documents if so determined by the Board.

34.7 The CEO will or will cause to, with Board approval, recruit, engage and employ all paid Staff after demonstrating that no Volunteer or group of volunteers could fill the position(s) available; and

34.8 Report any change in full time staff appointments, if required, at each Board meeting; and from the Staff or Volunteer cohort appoint a competent stenographer, or equivalent, to attend all Board and Board Sub-committee Meetings, as the Secretary's Delegate, to record the minutes, by hand or electronically, of such Meetings and present them to the Board and or Sub-Committee, in written draft form, within five (5) working days.

34.9 Will, with the Company Secretary be responsible to and report to the Board in representing the Company in any negotiations with relevant Government agencies or any commercial contractors.

34.10 The CEO will be responsible to the Board to ensure Board policy and the plans contained within the annual Board approved NRRL Business Plan are implemented;

(a) The CEO may make recommendations to the Board on Membership annual subscription fees for each Sub-Class of membership and the Board will make the final determination regarding membership fees.

(b) Confirm with the Board and seek approval prior to the release of any project, plan or product to the public to ensure the Business and Sales/Marketing Plans are successfully implemented in a timely manner; and

34.12 The CEO, subject to Board approval will appoint the Company's Computer 'System Administrator' and have this authorised Officer oversee and ensure all NRRL Computer Programs, Software and Hardware are fit for purpose and maintained and will, or cause to, authorise use of all company computer systems, e-mail addresses and passwords;

34.13 Key Performance Indicators (KPIs) attached to the annual Business Plan, determined by the Board, must be achieved and progress reviewed by the Board on a quarterly basis.

35. Treasurer

The Board may appoint a part time Treasurer upon such terms and conditions as the Board determines, including, but not limited to, the period of appointment and remuneration or honorarium, if any, to be paid in respect of such appointment.

35.1 The Treasurer is a Part-Time Overseeing position, reporting to the Board and in consultation with CEO the position will ensure transparency and integrity in matters financial on behalf of the Voting Member and other Stakeholders.

(a) If not a Director, the Treasurer must be a Voting Member and may attend Board meetings by invitation or be requested by the Chairperson to attend any Board meeting but cannot vote on any Board resolution relating to financial matters.

(b) If not a Director the Treasurer may be requested to depart the Board meeting, from time to time, when the Board has determined to meet in camera for a period; and

(c) May assist, or cause to assist, the CEO in preparing detailed draft financial Budgets to accompany the Company's Business Development Plans on or before 30th April each year. The Treasurer will report unencumbered to the Board but receive instructions, if not a Director, from the Board through the Company Secretary.

35.2 The Treasurer so appointed may be removed, according to clause 23.1(i), by the Board.

35.3 It is the duty of the Treasurer through the Board, or CEO if a CEO has been appointed, to ensure that:

(a) All money due to the Company is collected, received and banked; that all payments, authorised on behalf of the Company, are made in a timely manner; and

(b) True and transparent records of accounts are kept showing the financial affairs of the Company, including full details of all receipts and expenditure connected with the activities of the Company; and

(c) As far as possible ensure adequate funding is available for any payroll, proposed operations, activities, funding or events and report any short fall to the Board; and

(d) Ensure correct and detailed accounts are furnished to the appointed company Auditor(s) for audit, in a timely manner and represent the Company transparently, with the Company Secretary, in all matters between the Auditor(s) and the Company; and

35.4 The Treasurer is responsible for the efficient administration and control of Finance, particularly with regard to ensuring compliance with statutory and regulatory requirements, in consultation with the CEO and Company Secretary, to ensure that decisions of the Board of Directors are legal and implemented in accordance with the *Corporations Act 2001* (Cth);

36. Financial Statements

36.1 The Board must cause a financial report and audit report to be prepared for each Financial Year and laid before each Annual General Meeting as required by law.

(a) A copy of the annual Company report, Financial report and Audit report must be made available to Members at least twenty-one (21) days prior to the date of the Annual General Meeting;

(b) The reports will be made available in electronic form and/or by electronic means. Members may elect to receive a hard copy of the reports by post, at cost, on application to the Company Secretary.

37. Inspection of Financial Records

37.1 The financial records of the Company must be kept at the registered office of the Company, or at another address if the Members are so informed and the reason for so doing; the Financial Records must be open for inspection at this address, during normal business hours by:

- (a) A Director, or the Directors as a whole, unimpaired and free of charge or on the written request, from a Voting Member of the Company, noting the general nature and detail of the records requested;
- (b) These details to be available at any reasonable hour and on reasonable prior notice but within fourteen (14) days of the receipt of such request and free of charge; or
- (c) If considered contentious or confidential by management and the request is denied, the detailed reasons for such a denial of information, pursuant to clause 36.1(b) by a Voting Member, must be conveyed to the Member, within seven (7) working days of the original request, else Clause 36.1(b) stands.
- (d) Any denial under clause 37.1(c), either oral or written and reasons for such a denial, must be conveyed in writing, by the Company Secretary, to all Directors within seven (7) working days for review; such findings and any planned action must be advised to the requesting Voting Member, in writing within fourteen (14) days;
 - (i) Together with an invitation for the inquiring member to attend the next Board meeting to present their case; and or
 - (ii) The Chair will appoint a Director to attend, with the inquiring member, the place where the company's record of accounts are held and will;
 - (iii) With the authority of the Board, have a senior financial officer present the subject matter(s) first requested by that Member pursuant to clause 36.1(b) to ensure transparency to the Member and the membership of NRRL generally.

38. Application of Funds

38.1 The income and property of the Company will only be applied towards the promotion of the Objects of the Company, pursuant to Article 2.

38.2 No portion of income or property of the Company can be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the Members;

38.2 Nothing will prevent the payment in good faith of any of the following:

- (a) Reasonable and proper remuneration to any Member in return for any services actually rendered to the Company by that Member;
- (b) Subject to prior Board approval Payment of out-of-pocket expenses to a Member or Member-Volunteer that has been incurred in the course of carrying out duties or responsibilities in relation to the Company or travel expenses, pursuant to clause 11.1(f), or other entitlements due to Member-Volunteers as determined by the Board by resolution and ratified by the membership at a General Meeting;
- (c) Payment to a Member of interest as a rate not exceeding interest at the rate for the time being charged by bankers in Sydney for overdraft accounts on money lent to the Company; and
- (d) Payment to a Member of reasonable rent for premises leased to the Company.

38.3 If the Company accepts a gift, contribution or donation of money or property, the Company must give the donor a receipt, and otherwise comply with all applicable laws in relation to any such gift, contribution or donation, including without limitation the provisions of section 30-228 of the Income Tax Assessment Act 1997 (Cth) and the provisions of the Charitable Fundraising Act 1991 (NSW).

38.4 The Company may seek gifts; support in kind, contributions or donations from the public or the proceeds from any independent Foundation(s).

39. Receipts

39.1 If the Company accepts a gift, contribution or donation of money or property, the Company must give the donor a receipt, and otherwise comply with all applicable laws in relation to any such gift, contribution or donation, including without limitation the provisions of section 30-228 of the Tax Act and the provisions of the Charitable Fundraising Act 1991 (NSW).

39.2 The Company may support any Foundation(s) to raise funds, seek Gifts, support in kind, Corporate Sponsorship, contributions or donations from the public.

39.3 Any such applications for funding, gift, donations or Foundations may only proceed after full approval from the Board.

40. Liability of Members and Distribution of Surplus Assets on Dissolution of the Company

40.1 The liability of the Voting Members is limited.

40.2 Every Voting Member undertakes to contribute to the assets of the Company in the event of the Company being wound up while he or she is a Member, or within twelve (12) months after he or she ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding twenty Australian dollars (\$20-AU).

40.3 If, upon winding up or dissolution of the Company, there remains, after the satisfaction of all its debts and liabilities, of any remaining property, the same must not be paid to or distributed among the Members, but must be given or transferred to some other institution or institutions having objects similar to the Company and which must prohibit the distribution of its, or their income and property, amongst its or their Members to an extent at least as great as is imposed on the Company by virtue of this clause 40.3.

(a) Such institution/s are to be determined by the Voting Members at or before the time of dissolution or failing such determination by the Chief Judge in Equity of the Supreme Court of New South Wales, or such other judge of that Court as may have or acquire jurisdiction in the matter.

(b) If, in so far as effect cannot be given to this provision, then properties must be dealt with in accordance with clause 44.5 subject to the rights of third parties to access and use such assets pursuant to custody management agreements and like agreements entered into between any such third party and the Company.

40.4 If the Company's general restoration fund or any other gift fund operated by the Company is wound up, or if the endorsement of the Company as a deductible gift recipient is revoked, any surplus assets remaining after the payment of liabilities attributable to it must be transferred to a fund, authority or institution to which income tax deductible gifts can be made.

41. Indemnity

41.1 The Company indemnifies every person who is, or has been, a Staff or Volunteer officer of the Company against the following:

(a) Any liability for costs and expenses incurred by the officer in their capacity as an officer of the Company, except for legal costs incurred in defending an action for a liability incurred as an officer if the costs are incurred:

- (i) In defending or resisting proceedings in which the officer is found to have a liability for which the officer could not otherwise be indemnified; or
- (ii) In defending or resisting criminal proceedings in which the officer is found guilty; or
- (iii) In defending or resisting proceedings brought by the Australian Securities and Investments Commission or a liquidator for a court order if the grounds for making the order are found by the court to have been established; or
- (iv) In connection with proceedings for relief to the officer under the *Corporations Act 2001* (Cth) in which the court denies the relief.

(b) Any liability (other than a liability for legal costs) incurred by the officer in his or her capacity as an officer of the Company to a person other than the Company or a related body corporate, and other than a liability for a pecuniary penalty order under Section 1317G of the *Corporations Act 2001* (Cth) or a compensation order under Section 1317H of the *Corporations Act 2001* (Cth), unless the liability arises out of conduct by the officer involving a lack of good faith.

41.2 Clause 41.1(a) (iii) does not apply to costs incurred in responding to actions taken by the Australian Securities and Investments Commission or a liquidator as part of an investigation before commencing proceedings for the court order.

42. Replaceable Rules and Constitution

42.1 The replaceable rules if any are displaced by this Constitution to the extent that they are inconsistent, and to that extent do not apply to the Company.

43. Amendments to the Constitution

43.1 This Constitution may only be amended through a vote by the Voting Members, put by written resolution with due notice on the agenda paper of a General Meeting according to the *Corporations Act 2001* (Cth); by

- (a) A Special Resolution regarding matters pertaining to a substantive change to any Article or clause or any matter Financial herein or any additional Article or clause herein; for the resolution to pass would require a vote of seventy five percent (75%) plus one (1) of voters present together with proxy votes cast; or
- (b) A Simple Resolution (housekeeping) for matters which would not change the substance and nature of an Article or clause herein but only serve to improve the content by way of understanding, application, language, spelling, grammar, period or frequency of an action or changes demanded by Law, or any clause pertaining to the initial creation of the Company on or after the second AGM; for the resolution to pass would require a vote of fifty percent (50%) plus one (1) of voters present together with proxy votes cast; and
- (c) In the case of tied vote of any resolution pursuant to clause 42.1(a) or (b) will be declared lost by the Chair.

43.2 This Constitution must not be amended if to do so would cause the Company to no longer be eligible for endorsement as a deductible gift recipient under Division 30 of the Tax Act or the conditions implied by the Australian Charities and Not-for-profits Commission (ACNC).

44. Company Assets

44.1 Items listed in the Company’s Asset Register (Heritage or other Assets) must not be sold, mortgaged or otherwise disposed of except in accordance with the Company’s Collections Policy as approved by the Board and in force from time to time.

44.2 The acquisition of any item proposed to be added to the Company’s Asset Register must be made in accordance with the Collections Policy.

44.3 Items accessioned into the Company’s Asset Register including by way of acquisition or gift will become subject to the operation of this Article 44 immediately upon becoming listed on the Company’s Asset Register.

44.4 Work may only be carried out on Assets in compliance with the Company’s Collections Policy, the Company’s Asset Management Plan, and any conservation management plan as approved by the Board and in force from time to time.

44.5 If, for whatever reason, the Company is wound up, Assets are to be transferred to the entity agreed upon by a majority of the Voting Members subject to compliance with clause 40.3.

45. WINDING UP

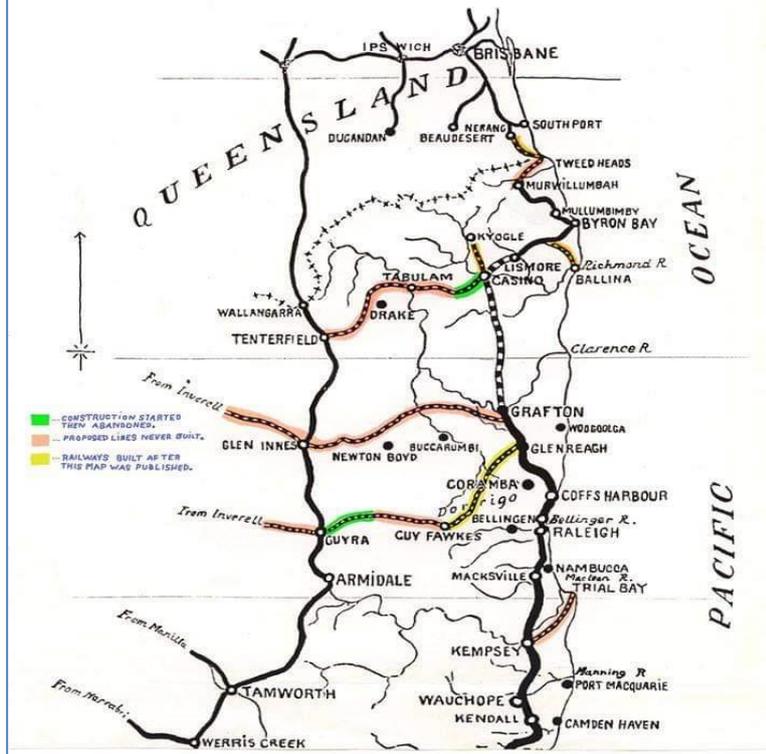


Map of the Casino to Murwillumbah Railway Line 2020

NORTH COAST RAILWAY.

1903

THE PROPOSED ROUTE.



Map of Proposed North Coast Railway Line 1903