



Protected Cropping Australia Limited

A Public Company Limited by Guarantee

ACN 153 372 635

Constitution

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Corporations Act 2001
CONSTITUTION OF
PROTECTED CROPPING AUSTRALIA LIMITED
(a public company limited by guarantee)

1. PRELIMINARY

1.1 Definitions and Interpretation

In the interpretation of this Deed, unless inconsistent with the subject or context each of the expressions defined in Part 1 of Schedule 1 shall have the meaning there assigned to it and the provisions of Part 2 of Schedule 1 shall apply.

1.2 Exclusion of Replaceable Constitution

The Replaceable Constitution contained in the Act, except the Replaceable Rule in section 249X, do not apply to the Company and are excluded from this Constitution.

1.3 Name of Company

The name of the Company is Protected Cropping Australia Limited.

1.4 Liability of Members

The liability of the Members is limited. Every Member undertakes to contribute \$2 to the assets of the Company if it is wound up whilst a Member, or within one year afterwards.

2. OBJECTS OF THE COMPANY

2.1 Objects

The objects for which the Company is established are to:

- (a) provide strategic leadership in the development and implementation of co-operative whole-of-industry national policies and management programs that contribute to the sustainability of Australia's protected cropping industries;
- (b) engage in any other activity the Board deems appropriate, provided that such other activity is incidental to the objects previously stated.

2.2 Exercise of Powers

The Company may only exercise the powers in section 124(1) of the *Corporations Act 2001* to:

- (a) carry out the objects in clause 2.1 in whole thereof; and
- (b) do all things incidental or convenient in relation to the exercise of power under clause 2.2(a).

2.3 Income and Property of Company

- (a) The Company is a not-for-profit company limited by guarantee.
- (b) The income and property of the Company, however derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Constitution.
- (c) No portion of the income or property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise, to the Members of the Company, except as is provided for in Clause 8.

2.4 Distribution of Grant or Project Funds

Nothing in this Constitution prevents:

- (a) the distribution of grant monies or project funds to Members where the funding has been provided on the basis that the monies be used for the benefit of persons including Members; or
- (b) the Company from providing Services or information to the Members or classes of Members on terms which are different from the terms on which Services or information are provided to other classes of Members or persons who are not Members.

3. MEMBERSHIP

3.1 Effect of Membership

Members acknowledge and agree that:

- (a) This Constitution forms a contract between each of them and the Company, and that they are bound by this Constitution and the by-laws (if any).
- (b) They shall comply with and observe this Constitution and the by-laws and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority.
- (c) By submitting to this Constitution and regulations, they are subject to the jurisdiction of the Company.
- (d) The Constitution and regulations are necessary and reasonable for promoting the Objects and of the Company.
- (e) They are entitled to all benefits, advantages, privileges and Services of Company membership.

3.2 Categories of Membership

- (a) Membership of the Company consists of the following categories:
 - (i) Grower
 - (ii) Allied Trade
 - (iii) Subscriber
 - (iv) Life
 - (v) Honorary.
- (b) The Board may vary categories of membership or introduce new categories of membership from time to time.
- (c) No employee of the Company shall be eligible for Membership.

3.3 Entitlements of Membership Categories

- (a) Entitlements of Membership categories are as set out in Schedule 2.
- (b) Notwithstanding clause 3.2(b), changes to membership categories that carry voting entitlements, or introduction of new categories of membership that carry voting entitlements, must be approved by Ordinary Resolution of the Members.
- (c) For the sake of clarity, voting entitlements are only available to Grower Members, Allied Trade Members, and Life Members.

3.4 Fees

- (a) The joining fee payable by each applicant for membership is such sum, if any, as the Directors prescribe from time to time in respect of each category of membership.
- (b) The annual membership fee payable by a Member (or a person wishing to become a Member) is such sum, if any, as the Directors prescribe from time to time in respect of each category of membership.

- (c) If the membership fee (or any part of it) payable by a Member remains unpaid for 60 days after it becomes payable and a notice of default is issued to that Member, the Member ceases to be entitled to any of the rights or privileges of a Member; however, these may be reinstated on payment of all arrears if the Directors think fit to do so.

3.5 Application for Membership

An application for membership must be:

- (a) in writing on the form prescribed from time to time by the Board, from the applicant or its nominated representative and lodged with the Company; and
- (b) accompanied by the appropriate fee (if any).

3.6 Discretion to Accept or Reject Application

- (a) The Board may accept or reject an application whether or not the applicant has complied with the requirements in clause 3.5. The Board shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Board accepts an application, the applicant shall become a Member and:
 - (i) Membership shall be deemed to commence upon acceptance of the application; and
 - (ii) The Register shall be amended accordingly as soon as practicable.
- (c) Where the Board rejects an application, any fees forwarded with the application shall be refunded, and the application shall be deemed rejected.

3.7 Cessation of Membership

- (a) A Member ceases to be a Member:
 - (i) in the case of a natural person - on death or bankruptcy; or
 - (ii) in any other case - upon the Member being dissolved, deregistered, or otherwise ceasing to exist.
- (b) If the subscription of a Member remains unpaid for 2 months after it becomes payable, the Board may, after notice of the default has been sent to the Member, suspend the Member's Membership.
- (c) The Board may, at its sole discretion, reinstate the Member on payment of all arrears.
- (d) In addition to any continuing liability under clause 1.4, a Member who resigns, is expelled, or is otherwise removed as a Member, remains liable for all membership fees and other monies payable by the Member up to that date and must immediately pay them in full to the Company.

3.8 Resignation of Membership

- (a) A Member may resign his Membership of the Company at any time, by giving notice in writing to the Secretary. The resignation takes effect from the date of receipt of the notice of resignation or any later date specified in the notice.
- (b) The Member will remain liable for all moneys due by him to the Company, including any sum not exceeding \$2 for which he is liable as a Member of the Company pursuant to clause 1.4.
- (c) The Member will not be entitled to any refund of fees for the unexpired remainder of a membership year.

3.9 Removal from Membership

A Member may be expelled from the Company by a resolution of the Board in any of the following circumstances:

- (a) the Member ceases to meet the eligibility criteria for membership of the class of which they are a Member, as defined in Schedule 2;
- (b) the Member has failed to discharge the Member's obligations to the Company, whether under these Constitution or a contract;

- (c) membership fees and other monies payable by the Member to the Company under these Constitution have not been paid within 90 days after the due date;
- (d) the Member acts detrimentally to the interests of the Company;
- (e) the Member acts in a way that has prevented or hindered the Company in carrying out its objects or any one or more of them;
- (f) the Member brings the Company into disrepute; or
- (g) in the opinion of the Board, the Member's conduct or actions have caused, or are likely to cause, harm or damage to the Company's reputation or goodwill, or to impede or interfere with the attainment of the objects of the Company.

3.10 Pre-condition to removal

The Board must not expel a Member under clause 3.9 unless:

- (a) it gives written notice to the Member stating the Board's intention to expel the Member and specifying the reasons. The notice must also state that the Member has a period of 28 days after receiving the notice to show cause in writing why the Member should not be expelled; and
- (b) the Member either fails to show cause in writing within the specified time, or does show cause as required, and the Board after considering the written information submitted by the Member, is satisfied that the Member should be expelled from the Company.

3.11 Forfeiture of Rights

A member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Company and its property and shall not use any property of the Company including intellectual property. Any Company documents, records or other property in the possession, custody or control of that Member shall be returned to the Company immediately.

3.12 Member may be Readmitted or Reinstated

A Member whose membership has been discontinued under clause 3.9:

- (a) may seek renewal or re-apply for membership in accordance with this Constitution; or
- (b) may be re-admitted at the discretion of the Board, with such conditions as it deems appropriate.

3.13 Register of Members

- (a) The Company shall keep and maintain a Register in which shall be entered (as a minimum):
 - (i) the full name, address, telephone number, email address, and date of entry of each Member;
 - (ii) in the case of a Member who is not a natural person, the full name of its corporate representative;
 - (iii) the Member's telephone number, email address or any other relevant form of contact details;
 - (iv) the relevant category of membership;
 - (v) where applicable, the Industry Sector in which the Member operates;
 - (vi) where applicable, the date of admission or cessation of membership of the Member.
- (b) Members shall provide notice of any change and required details to the Company within one month of such change.
- (c) Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members, upon reasonable request.
- (d) Subject to the Act, confidentiality considerations and privacy laws, the Register may be used to further the Objects of the Company, in such manner as the Board considers appropriate.

4. GENERAL MEETINGS

4.1 Convening of General Meeting

The Board and any Director may convene a general meeting of the Company at any time.

4.2 Requisition of General Meeting

The Members may requisition the holding of a general meeting as provided by section 249D or convene a general meeting as provided by section 249F.

4.3 Period of Notice

Subject to the provisions of the Act as to agreements to short notice of meetings, at least 21 days' notice of a general meeting must be given to the persons entitled to receive that notice.

4.4 Notice of Meeting

A notice of a general meeting must specify:

- (a) the place, date and time of the meeting;
- (b) the general nature of the business to be transacted, except that, if a meeting is convened as the annual general meeting of the Company, the notice of the meeting need not state that the business to be transacted includes:
 - (i) the consideration of the accounts and the reports of the Directors and Auditors; or
 - (ii) the appointment of and fixing of the remuneration of the Auditor;
- (c) if a Special Resolution is to be proposed at the meeting - the terms of the resolution;
- (d) information regarding the right to appoint a proxy; and
- (e) if a mode of meeting other than meeting in person is by reason of clause 4.6 to apply to the meeting, that mode of meeting and any details required to enable a Member to attend that meeting.

4.5 Agenda Items

The Members may require the Company to place a proposed resolution on the agenda of a general meeting, in accordance with the procedure set out in section 249N of the Act.

4.6 Mode of Meeting

The Company may meet in general meeting in person or, if the Board determines either generally or in any specified case, by telephone, or other instantaneous means of conferring for the dispatch of business (or by any combination of those means) which allows each Member (or Member's representative, proxy or attorney) to hear and be heard by each other person at the meeting, and a person entitled to be present at the meeting who can so hear and be heard is present at that meeting.

4.7 Omission to Give Notice

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

4.8 Cancellation or Postponement of Meeting

Where notice of a general meeting has been given, the Board may by notice given to all persons entitled to be given notice of the general meeting, postpone or cancel the general meeting.

4.9 Adjournment of Meetings

The Chair of a general meeting at which a quorum is present:

- (a) may, with the consent of the meeting, by Ordinary Resolution; and
- (b) must, if so directed by the meeting, by Ordinary Resolution, adjourn the meeting from time to time and from place to place.

4.10 Business at Adjourned Meeting

The only business which an adjourned general meeting may deal with is business which was left unfinished from the general meeting which was adjourned.

4.11 Notice of Adjourned Meeting

No notice need be given of an adjourned general meeting (or of the business to be transacted at it) except if a general meeting is adjourned for more than 20 Business Days, in which case, notice of the adjourned meeting must be given as if it were notice of the original meeting.

5. PROCEEDINGS AT GENERAL MEETINGS

5.1 Representation of Members

A Member may attend a general meeting at which he is entitled to be present in any of the following ways (if applicable to the Member):

- (a) in person;
- (b) by proxy;
- (c) by attorney; or
- (d) in the case of a Member which is a body corporate, by a representative appointed in respect of the general meeting under section 249(3).

5.2 Quorum

- (a) A general meeting may not deal with any business unless a quorum is present for the duration of the general meeting.
- (b) A quorum is defined as 10 people each of whom is, or represents, a different Voting Member as defined under clause 5.1.

5.3 Failure of Quorum

If a quorum is not present within 15 minutes from the time appointed for a general meeting:

- (a) where the meeting was convened upon the requisition of Members under clause 4.2 - the meeting is dissolved; or
- (b) in any other case:
 - (i) the meeting stands adjourned to the day, time and place that the Board may determine and notify to the Members or, if no determination is made, the same day in the next week at the same time and place; and
 - (ii) at the adjourned meeting, if a quorum is not present within 15 minutes from the time notified for the meeting, the meeting is dissolved.

5.4 Chair

The Chair of the Board of Directors shall be entitled to take the chair at every general meeting of the Company.

5.5 Chair Absent

Where a general meeting is held and:

- (a) a Chair has not been elected by the Board; or
- (b) the Chair elected by the Board is not present within 15 minutes after the time appointed for the holding of the meeting or, being present, is unwilling or unable to act,

the Voting Members present must elect one of their number to be Chair of the meeting.

5.6 Method of Voting

Every resolution put to a vote at a general meeting must be determined by a show of hands unless a poll is properly demanded either before or on declaration of the result of the vote on a show of hands.

5.7 Demand for Poll

A demand for a poll under clause 5.6, may be made by:

- (a) the Chair of the general meeting;
- (b) any 5 or more natural persons present each of whom is or represents a different Voting Member under clause 3.3; or
- (c) any number of natural persons present each of whom is or represents a different Voting Member under clause 3.3, where those Voting Members are together entitled to at least 5% of the total voting rights that may be cast on the resolution on a poll.

5.8 No Poll on Election of Chair

A demand for a poll may not be made in respect of the election by the general meeting of the Chair of the meeting.

5.9 Votes on Show of Hands

Where a resolution is determined by a show of hands:

- (a) a declaration by the Chair of the general meeting that the resolution has been carried, carried unanimously, carried without dissent, carried by a particular majority or lost is conclusive evidence of the fact so declared without proof of the number or proportion of votes cast for or against that resolution; and
- (b) an entry in the book containing the minutes of that general meeting recording that declaration is conclusive evidence of the fact that the declaration was made as so recorded.

5.10 Conduct of Poll

If a poll is properly demanded for a resolution:

- (a) if the resolution is for the adjournment of the general meeting, the poll must be taken immediately at the place and in the manner that the Chair of the meeting determines and declares to the meeting;
- (b) in all other cases, the poll must be taken at the time and place and in the manner that the Chair of the general meeting determines and declares to the meeting;
- (c) the result of the poll, as disclosed by the Chair of the general meeting at which the result is declared, is a resolution of the general meeting at which the poll is demanded; and
- (d) an entry in the minutes of the general meeting at which the result is declared recording that declaration is conclusive evidence of the fact that the declaration was made as so recorded.

5.11 Resolutions Determined by Majority

An Ordinary Resolution is passed both on a show of hands and on a poll where the number of votes cast in favour of that resolution is equal to or greater than one-half of the total number of votes cast on the resolution.

5.12 Casting Vote of Chair

- (a) If there is an equality of votes (whether on a show of hands or on the poll) on a resolution proposed as an Ordinary Resolution at a general meeting, the Chair of the meeting may exercise a casting vote in addition to all other votes which he may have.
- (b) If, however, the Chair is not entitled for some reason to cast a vote, the resolution is not passed.

5.13 Circular Resolutions

- (a) A document setting out a resolution, signed by each Member for the time being entitled to receive notice of and attend and vote at general meetings or by that Member's duly appointed attorney (or, if it is a corporation, its duly authorised representative) and stating that each Member is in favour of that resolution has effect as if that resolution had been passed at a general meeting of the Company and takes effect as an Ordinary Resolution or Special Resolution, as the case may be.
- (b) Notwithstanding clause 5.13(a), the Members cannot remove the Auditor of the Company by a circular resolution.

5.14 Several Documents Suffice

For the purposes of clause 5.13(a), 2 or more documents in identical terms, each signed by 1 or more Members (or such Members' attorneys or representatives, as the case may be) are to be treated as 1 document provided that:

- (a) each document is delivered to the registered office of the Company or a legible copy of it is received there by facsimile transmission; and
- (b) when more than 1 Member, representative or attorney signs the document the date of signing the document by each Member, the attorney or representative is set out,

and the date of the resolution is the last date on which those documents were signed by a Member or its attorney or representative.

5.15 Voting Restrictions

Where the notice of a general meeting specifies that, in relation to the particular business to be considered at that meeting, votes cast by particular persons are to be disregarded by the Company, the Company must disregard any votes cast or purported to be cast by or on behalf of any of those persons in relation to that resolution.

6. ENTITLEMENTS TO ATTEND AND VOTE

6.1 Entitlement to Notice and to Attend

Subject to this Constitution, each Member and each Director is entitled to notice of each general meeting and to be present and to speak at that general meeting.

6.2 Entitlement to Vote

Subject to this Constitution, each natural person present at a general meeting who is a Voting Member or a proxy, representative, or attorney appointed by a Voting Member, has one vote on a show of hands or on a poll.

6.3 Vote of Member of Unsound Mind

If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under a law relating to mental health, that Member's committee or trustee or other person who properly has the management of the Member's estate may, if that person has at least 48 hours before the time notified for a general meeting (or an adjourned meeting) satisfied the Board of his relationship to the Member or the Member's estate, exercise any rights of the Member in relation to a general meeting as if the committee, trustee or other person were the Member.

6.4 Appointment of Proxy

A Member may appoint a proxy (who need not be a Member) to attend, speak and vote at a general meeting in his place only by an instrument of proxy in the form of Schedule 2 (or in a form which is as similar to it as the circumstances permit) or in any other form that the Board may from time to time prescribe or accept which is executed:

- (a) in the case of a Member who is a natural person, under the hand of the Member, or of an attorney appointed in writing by the Member; or

- (b) in the case of a Member which is a body corporate, under its common seal, under hand by 2 Directors or a Director and Secretary in accordance with section 127, or under the hand of an attorney appointed in writing by the Member.

6.5 Corporate Representatives

- (a) Where a body corporate authorises a person to act as its representative in respect of the Company under section 250D, that appointment is only effective where the Company receives a copy of the instrument appointing the representative.
- (b) If the appointment is by reference to a position held, the appointment must identify the position.

6.6 Deposit of Instruments

Any appointment of a proxy, attorney or representative is effective in respect of a particular general meeting if, and only if, the following instruments are actually received (which includes receipt of a copy of those instruments by legible electronic transmission) by the Company at its registered office (or another place notified by the Board) at any time prior to the time notified for that meeting:

- (a) in the case of a proxy, the instrument of proxy and, if it is executed by an attorney, the relevant power of attorney or an office copy or certified copy of the power of attorney;
- (b) in the case of an attorney, the power of attorney or an office copy or certified copy of the power of attorney; and
- (c) in the case of a representative, a copy of a certificate signed by authorised officers of the body corporate (in accordance with its constitution) evidencing the appointment of the representative.

6.7 Multiple Appointments

Where the Company has received an instrument of proxy from a Member the appointment made by that instrument is and remains valid and effective, except that where the Company subsequently receives:

- (a) a power of attorney or office copy or certified copy of a power of attorney entitling the attorney to attend and vote at the meeting, the appointment is revoked;
- (b) intimation in writing either of the revocation of the appointment under the instrument of proxy or of the death of the Member, the appointment is revoked; and
- (c) another instrument of proxy from the Member, the instrument of proxy bearing the later date (or if the instruments bear the same date, the instrument later received by the Company) is an intimation in writing of the revocation of the appointment under the other instrument.

6.8 Presence of Member

If a Member is present at a general meeting in either of the ways specified in clauses 5.1(a) or 5.1(d), and a person appointed by the Member as a proxy or attorney is also present at that meeting, that person may not exercise the rights conferred by the instrument of proxy or power of attorney while the Member is present.

6.9 Directions to Proxy

If the appointment of a proxy specifies the way in which the proxy is to vote on a particular resolution:

- (a) the proxy need not vote on a show of hands;
- (b) if a proxy has 2 or more appointments that specify different ways to vote on a resolution, the proxy must not vote on a show of hands;
- (c) if the proxy is the Chair, the proxy must vote on a poll; and
- (d) if the proxy is not the Chair, the proxy need not vote on a poll.

6.10 Ruling on Entitlements to Vote

An objection may be raised with the Chair of a general meeting as to the qualification of a purported voter or the admission or rejection of a vote by any person present and entitled (or claiming to be entitled) to vote.

However, that objection may be made only at the general meeting or adjourned meeting at which the purported voter wishes to vote or the vote objected to is given or tendered and, in relation to that objective:

- (a) the decision of the Chair is final and conclusive; and
- (b) a vote not disallowed as a result is valid and effective for all purposes.

7. DIRECTORS

7.1 Constitution of Board

Unless otherwise determined by the Company in general meeting, the Board of Directors shall consist of not less than 7 nor more than 9 Directors who comprise:

- (a) up to 7 Elected Directors, who shall be Members or Eligible Representatives of Members, provided that the membership of the Board shall not at any time consist of more than 1 natural person in relation to any given Member; and
- (b) up to 2 Independent Directors who shall be selected and appointed by the Board from business, industry and the professions who in the opinion of the Board shall offer such experience and skills as shall be beneficial to the growth, development and operation of the Company.

7.2 Term of Office - Elected Directors

- (a) Subject to the provisions of this Constitution, an Elected Director shall hold office for 3 years, commencing at the end of Annual General Meeting following his appointment.
- (b) An Elected Director shall not hold office for more than 2 consecutive terms.
- (c) A Director who is Chair at the expiration of his second term as Director, may hold office for a third term if his term as Chair has not expired.

7.3 Term of Office - Independent Directors

- (a) Subject to the provisions of this Constitution, an Independent Director shall hold office for 2 years, commencing at the end of Annual General Meeting following his appointment.
- (b) An Independent Director shall not hold office for more than 2 consecutive terms.

7.4 Director Eligible for Reappointment

Subject to the provisions of this Constitution, a retiring Director is eligible for reappointment to the Board.

7.5 Chair and Deputy Chair

- (a) The Board must have a Chair and Deputy Chair, each of whom can be appointed by resolution of the Board from time to time.
- (b) Election must be by simple majority of the Directors present and voting at the meeting.
- (c) The Chair holds office for 2 years or until in either case:
 - (i) he is removed as a Director or vacates the office of Director; or
 - (ii) he is removed as Chair or vacates the office of Chair,

whichever occurs first, but a person cannot hold office as Chair for more than 6 consecutive years.

7.6 Casual Vacancy

- (a) Except during a General Meeting, the Board may at any time appoint any person as a Director to fill a casual vacancy.
- (b) Unless appointed as an Independent Director, a person appointed to fill a casual vacancy shall hold office for the remainder of the term of the Director replaced.

7.7 Vacation of Office

- (a) The office of a Director automatically becomes vacant if the Director:
 - (i) becomes an insolvent under administration;
 - (ii) is not permitted by the Act (or an order made under the Act) to be a Director;
 - (iii) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
 - (iv) is removed as a Director under the Act or this Constitution;
 - (v) is absent from three consecutive meetings without the leave of the Chair of the Board or reasonable excuse, or in the case of the Chair, without the leave of the Board;
 - (vi) resigns by notice in writing to the Company.
- (b) A Director, or a member of any Committee or Subcommittee:
 - (i) is suspended from that office on nomination as a candidate for election to a parliament from the date of issue of writs until the declaration of the poll; and
 - (ii) is immediately removed from office if declared elected to a parliament.

7.8 Removal of Director by Members

The Company may by ordinary resolution remove any or every Director from office before the expiration of his period of office. The Company may by ordinary resolution appoint a person in the place of a Director removed under this clause.

7.9 Retirement of Director

A Director may retire from office by giving notice in writing to the Company of that Director's intention to retire. A notice of resignation takes effect at the time which is the later of:

- (a) the time of giving notice to the Company; or
- (b) the expiration of the period, if any, specified in the notice.

7.10 Removal of Chair or Deputy Chair

- (a) The Board may, at any time, by a resolution at a meeting of Directors, remove the Chair or Deputy Chair only if:
 - (i) before a vote is taken on the resolution, the secretary gives each Director notice of the resolution proposing to remove the Chair or Deputy Chair and the notice:
 - (ii) states the day, time and place of the meeting;
 - (iii) states the purpose of the meeting;
 - (iv) is given to each Director at least 7 days before the day of the meeting;
 - (v) is signed by at least half the number of Directors;
 - (vi) at least three quarters of the number of Directors vote on the resolution; and
 - (vii) at least three quarters of the number of Directors who voted are in favour of the resolution.
- (b) If at any time the office of Chair or Deputy Chair becomes vacant, the Board must elect another Director to fill the vacancy. The election must be by simple majority of the Directors present and voting at a meeting of Directors.

7.11 Additions to Board

Subject to clause 7.1, the Board may at any time appoint a person to be a Director, in addition to the existing Directors. If not appointed as an Independent Director, such person shall hold office until the next annual general meeting at which Directors are to retire under clause 7.4, and shall be eligible for election.

7.12 Rotation of Directors

- (a) A retiring Director may act until the conclusion of the meeting at which he retires.
- (b) Subject to this Constitution, the Directors to retire by rotation at an annual general meeting are those who have been longest in office.
 - (i) The length of time a Director has been in office shall be computed from his last election.
 - (ii) As between Directors who have been in office an equal length of time, if there is no agreement between them, the Directors to retire shall be determined by drawing lots in any manner determined by the Chair or, if he is not able and willing to act, by the Deputy Chair.

7.13 Election of Directors

- (a) The Elected Directors of the Board shall be elected by a vote of members, which may be conducted by post or electronic means.
- (b) The process for election of Directors (other than Independent Directors) shall be as determined by the Board from time to time.

7.14 Less than minimum number of Directors

Without limitation to section 201F of the Act, where the office of a Director becomes vacant, the continuing Directors may continue to act except where the number of Directors falls below the minimum number set under clause 7.15(b), in which case the continuing Directors may act as the Board only:

- (a) to appoint Directors up to that minimum number;
- (b) to convene a general meeting; or
- (c) in emergencies.

7.15 Alteration of maximum and minimum number of Directors

The Company may, by Ordinary Resolution, increase or reduce either or both:

- (a) the maximum number of Directors specified in clause 7.1; and
- (b) the minimum number of Directors specified in clause 7.1 (but not so that it is less than 3).

8. DIRECTORS' REMUNERATION

8.1 Remuneration of Directors

The remuneration of the Directors, if any:

- (a) may not in any year exceed in aggregate the amount last fixed for them by Ordinary Resolution before the end of that year; and
- (b) is to be allocated to those Directors as determined by the Board (including those Directors), or, if there is no such determination in any year, equally between them; and
- (c) in any case, accrues from day to day.

8.2 Additional Remuneration for Extra Services

If a Director, having been requested to do so by the Board, either performs extra Services or makes any special exertions for the Company, the Company may remunerate that Director by the payment of a fixed sum determined by the Board and that remuneration may be either in addition to or in substitution for any remuneration to which that Director may be entitled under clause 8.1.

8.3 Expenses of Directors

The Company must pay a Director (in addition to any other remuneration) all reasonable expenses incurred in accordance with Company policy including, without limitation, any travelling and accommodation expenses incurred by the Director:

- (a) in attending meetings of the Board or a Committee of the Board;

- (b) on the business of the Company; or
- (c) in carrying out that Director's duties as a Director.

9. DIRECTORS' DUTIES AND INTERESTS

9.1 Disclosure of Material Personal Interest

A Director who has a material personal interest in a matter that relates to the affairs of the Company must give Directors notice of the interest, unless the Act does not require the Director to give notice of an interest.

9.2 Details of Notice

A notice required by clause 9.1 must:

- (a) give details of the interest, and the relation of the interest to the affairs of the Company; and
- (b) be given at a Directors' meeting as soon as practicable after the Director becomes aware of his interest in the matter.

9.3 Manner of Details

A Director may provide details of a material personal interest either orally or in writing.

9.4 Recording of Details

Details provided by a Director under clause 9.3 must be recorded in the Minutes of the Directors' meeting.

9.5 Voting Transactions

If a Director discloses his interest under clause 9.1, or the Act does not require the Director to give notice of an interest; then:

- (a) the Director may vote on the matters that relate to the interest;
- (b) the Director shall be counted in a quorum;
- (c) any transactions that relate to the interest may proceed;
- (d) the Director may retain benefits under the transaction, even though the Director has the interest;
- (e) the Company cannot avoid the transaction merely because of the existence of the interest; and
- (f) the Director may participate in the signing of any instrument by or on behalf of the Company and whether by signing or by affixing or witnessing the affixing of the seal or otherwise.

10. POWERS OF THE BOARD

Except as otherwise required by the Act, or any other applicable law, or another provision of this Constitution:

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

11. PROCEEDINGS OF THE BOARD

11.1 Mode of Meeting

The Board may meet in person or by telephone or other instantaneous means of conferring for the dispatch of business (or by any combination of those means) which allows each person present to hear and be heard by each other person present, and adjourn and otherwise regulate its meetings as it determines.

11.2 Quorum

- (a) At a meeting of Directors, a quorum shall be constituted by the whole number that is nearest to and greater than half the number of Directors; and
- (b) for the purposes of these Constitution, a Director is treated as present at the meeting by telephone or other instantaneous means of conferring if the Director is able to hear the entire meeting and be heard by all others attending the meeting.

11.3 Notice of Meeting

- (a) Notice of each meeting of the Directors must be given to each Director at least 24 hours before the meeting, or at another time determined by resolution of the Directors;
- (b) The non-receipt of any notice of a Board meeting by a Director does not affect the validity of the convening of the meeting.
- (c) Notwithstanding clause 11.3(a), the required period of notice for a particular meeting may be waived if all Directors agree.

11.4 Place of Meeting

Where the Board holds a meeting solely or partly by telephone or other instantaneous means of conferring, the meeting is to be treated as held at the place at which at least one of the Directors present at the meeting is physically located as is agreed by those Directors present at the meeting.

11.5 Convening of Board Meeting

A Director may at any time, and the Secretary must on request from a Director, convene a meeting of the Board.

11.6 Chair of Board Meetings

Where the Board holds a meeting and:

- (a) has not appointed a Chair under clause 7.5, or the Chair is not present within 10 minutes of the time appointed for the holding of the meeting or is unwilling to act; and
- (b) has not appointed a Deputy Chair under clause 7.5, or the Deputy Chair is not present within 10 minutes of the time appointed for the holding of the meeting or is unwilling to act,

the Directors present at the meeting may choose one of their number to be Chair of that meeting.

11.7 Votes of Directors

- (a) At a meeting of Directors:
 - (i) a question shall be decided by a show of hands, unless at least 3 Directors demand a ballot;
 - (ii) if a question has been decided by a show of hands, a Director may require the votes to be given orally and recorded in detail in the minutes;
 - (iii) if a ballot is required, it may be held in the way and at the time and place decided by the Chair of the meeting;
 - (iv) the result of the ballot is a resolution of the meeting at which the ballot was demanded; and
 - (v) a demand for a ballot may be withdrawn by the Directors who demanded the ballot.
- (b) If there is an equality of votes on any question or resolution, the Chair of the meeting has the power to exercise a casting vote in addition to any other vote he may have.

11.8 Exercise of Powers by Board

A power of the Board, unless it has been conferred exclusively or delegated to a Committee of the Board under clause 12.1, is exercisable only:

- (a) by resolution at a meeting of the Board at which a quorum is present; or
- (b) by a resolution of the Directors under clause 11.10.

11.9 Validity of Acts of Directors

Each resolution passed or act or thing performed or done by, or with the participation of, a person acting as a Director or member of a Committee in respect of whom it is later discovered there was some defect in appointment to, or continuation in, office of that person or that the person so appointed was disqualified or not entitled to perform, vote on or do, the resolution, act or thing, is as valid and effective as if that Director or member of Committee had been validly appointed, had validly continued in office, or had not been disqualified and was entitled so to perform, vote or do.

11.10 Written Resolution of Directors

If all the Directors entitled to receive notice of a meeting of the Board and to vote on a resolution sign a document to the effect that they support the resolution (the terms of which are set out in the document), a resolution in those terms is for all purposes to be treated as having been passed at a duly convened meeting of the Board held on the date and at the time when the last Director signed the document.

11.11 Several Documents Suffice

For the purpose of clause 11.10:

- (a) 2 or more separate documents in identical terms, each of which is signed by one or more Directors, are treated as one document; and
- (b) A facsimile or e-mail message containing the text of the document expressed to have been signed by a Director and sent to the Company is a document signed by that Director at the time of its receipt by the Company.

12. COMMITTEES AND SUBCOMMITTEES

12.1 Committees and Subcommittees

- (a) The Board may establish or dissolve such Committees and Subcommittees as it considers appropriate to pursue the objects and purposes of the Company.
- (b) Committees and Subcommittees can be either Standing or Ad-hoc.
- (c) The Board will determine the membership and terms of reference of any Committee or Subcommittee.
- (d) Notwithstanding the provisions of clause 12.1(a), the Board must establish:
 - (i) a Standing Audit Committee; and
 - (ii) a Standing Industry Advisory Council (IAC) Subcommittee.

12.2 Delegation of Powers to Committees and Subcommittees

- (a) The Board may delegate any of its powers (which powers may be delegated so as to be concurrent with, or to the exclusion of, the powers of the Board) to a Committee or Subcommittee.
- (b) A Committee or Subcommittee must exercise the powers delegated to it in accordance with any directions of the Board; and
- (c) A power so delegated when exercised by a Committee or Subcommittee is treated as exercised by the Board.

12.3 Operation of Committees and Subcommittees

- (a) To the greatest extent practicable, meetings and procedures of Committees and Subcommittees are governed by the provisions of this Constitution and any By-laws which regulate meetings and procedures of the Board.
- (b) The Board shall make such other By-Laws (and may amend, repeal or substitute such By-Laws from time to time) as it considers appropriate in relation to the operation of Committees and Subcommittees, including, but not limited to:
 - (iii) functions and powers;

- (iv) tenure of members; and
- (v) conduct of meetings (including how meetings are called).
- (c) No employee of the Company is eligible to be a member of a Committee or Subcommittee, but may provide secretariat or advisory input as directed by the Chief Executive Officer.
- (d) Only Directors of the Board shall be eligible to serve as members of a Committee.
- (e) Members of Subcommittees need not be Members of the Company.

12.4 Industry Advisory Council

- (a) The role of the Industry Advisory Council (IAC) is to provide input and recommendations to the Board on matters affecting the Members as a whole, or pertaining to issues relevant to the Company's objects.
- (b) The IAC shall have no direct part or power in the management of the Company.
- (c) The IAC may include up to 2 representatives from each Industry Sector Group, as defined in clause 13.1(a), and 2 Allied Trade Members.
- (d) The Chair of the Board (or in the absence of the Chair, the Deputy Chair or some other person nominated by the Board) shall be the Chair of the IAC.
- (e) The Board shall make such other By-Laws as it considers appropriate in relation to the operation of the IAC, including, but not limited to, the process for seeking nominations for the representatives of Industry Sector Group on the IAC from the Grower Members who have listed an Industry Sector as their primary business sector as defined in clause 13.1(a).
- (f) the Board retains the absolute right to accept or reject nominations for representatives of Industry Sector Groups on the IAC
- (g) Notwithstanding clause 12.1(a), the IAC may only be dissolved by an Ordinary Resolution of Members.

13. INDUSTRY SECTOR GROUPS

13.1 Industry Sector Groups

- (a) Industry Sector Groups may include:
 - (i) Nursery and Floriculture, including protected cropping or hydroponic production of nursery stock, floriculture, cut flowers, and other ornamental crops.
 - (ii) Fruit and Vegetables, including protected cropping or hydroponic production of fruits or vegetables such as cucumbers, tomatoes, eggplants, and capsicum.
 - (iii) Leafy Greens, including protected cropping or hydroponic production of leafy greens such as lettuce, herbs, microgreens and Asian greens.
 - (iv) Berries, including protected cropping or hydroponic production of strawberries, blueberries, bramble or cane berries (*Rubus spp*), and currants (*Ribes spp*).
 - (v) Herbs, including protected cropping or hydroponic production of any plant with leaves, seeds, or flowers which is used for flavouring, food, medicine, or perfume but which does not have significant human food nutrition value.
 - (vi) Aquaponics, including the hydroponic production of any plant in a system whereby the waste produced by farmed fish or other aquatic creatures supplies part of a nutrient profile for plants.
- (b) The Board may add or vary Industry Sector Groups from time to time.

13.2 Members to Nominate Industry Sector Groups

- (a) Every Grower Member must register 1 Industry Sector Group as their primary business sector.

- (b) Any Member may choose to register interests in 1 or more Industry Sector Groups, but these registrations will be for dissemination of relevant information or related purposes only.

14. COMPANY OFFICERS

14.1 Chief Executive Officer

- (a) The Board may appoint a person as Chief Executive Officer for any period and on any condition it considers appropriate.
- (b) The Chief Executive Officer is to manage the business of the Company and:
 - (i) carry out any duties as directed by the Board; and
 - (ii) report to each meeting of the Board on any action taken or proposed on all resolutions carried by the Board; and
 - (iii) appoint, suspend or dismiss employees according to merit and without discrimination; and
 - (iv) manage and control employees, except where otherwise directed by the Board.
- (c) The Chief Executive Officer:
 - (i) has the right to notice of all General Meetings and Board meetings; and
 - (ii) subject to any resolution of the Board, has the right to attend and speak at those meetings; but
 - (iii) has no right to a vote at those meetings.
- (d) In the absence of the Chief Executive Officer, the Board may appoint another person to act as Chief Executive Officer during that absence.

14.2 Company Secretary

- (a) The Directors may appoint one or more Secretaries and may at any time terminate such appointment or appointments.
- (b) The CEO may be appointed as a Secretary.
- (c) The Directors may determine the terms and conditions of appointment of a Secretary, including remuneration.
- (d) Any one of the Secretaries may carry out any act or deed required by these Constitution, the Act or by any other statute to be carried out by the secretary of the Company.

15. COMPANY ADMINISTRATION

15.1 Minutes to be Made

The Board must cause minutes to be made of:

- (a) the names of the Directors present at each Board meeting;
- (b) the names of the members present at each meeting of a Committee or Subcommittee;
- (c) the proceedings and resolutions of each general meeting;
- (d) the proceedings and resolutions of each Board meeting; and
- (e) the proceedings and resolutions of each meeting of a Committee or Subcommittee.

15.2 Minutes to be Entered

- (a) The Board must cause all minutes made under clause 15.1 to be entered in the relevant minute book of the Company.
- (b) The Company minute book may be kept as either a hard copy or an electronic version.

15.3 Common Seal

- (a) Nothing in this Constitution requires the Company to have, or execute documents using, a common seal.
- (b) If the Company has a common seal, the Board must provide for its safe custody.
- (c) An instrument is validly executed under the Common Seal where the Common Seal is affixed to it in the presence of:
 - (i) a Director; and
 - (ii) another person who is either a Director, a Secretary or a person appointed by the Board for the purpose,and each of those persons signs the instrument to witness the affixing of the Common Seal.
- (d) Without limiting any other manner of execution, in the instance where the Company does not have a common seal, an instrument is validly executed on behalf of the Company if the instrument is signed under hand by:
 - (i) a Director and a Secretary; and
 - (ii) a Director and another person appointed by the Board for the purpose.

15.4 Execution of Bills and Cheques

All cheques, bills of exchange and other negotiable instruments, all orders for payment and all receipts for money paid to the Company, may only be signed for and on behalf of the Company in the manner determined and by the persons appointed for the purpose, by the Board from time to time. This may include the use of facsimile signatures.

15.5 Inspection of Records

Subject to the Act, the Board may determine whether and to what extent, at what times and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of Members other than Directors, and a Member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Board.

16. ACCOUNTS, AUDIT AND RESERVES

16.1 Company to Keep Accounts

The Board must cause:

- (a) the Company to keep the accounting records as required by the Act; and
- (b) if required by the Act, financial statements to be made out, and sent with any other documents required by the Act to be sent to Members.

16.2 Audit

If required by the Act to do so, the Board must cause:

- (a) the accounts of the Company to be audited as required by the Act; and
- (b) the auditor's report to be sent to Members.

16.3 Accumulation of Reserves

The Board may:

- (a) set aside any sum the Board determines as reserves to be applied, in the Board's discretion, for any purpose it considers to be appropriate and use any sum so set aside in the business of the Company or invest any such sum in investments which the Board determines; and
- (b) carry forward any surplus amounts which the Board considers ought to be transferred to reserve(s).

16.4 Borrowing Powers

The Board may exercise all the powers of the Company to borrow money, to charge any property or business of the Company and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

17. NOTICES

17.1 Notice of General Meetings

- (a) The Company must give notice of every general meeting to:
- (i) every Member;
 - (ii) every Director;
 - (iii) the Chief Executive Officer;
 - (iv) The Company Secretary;
 - (v) the Auditor, if any,
- but no other person is entitled to receive notices of general meetings.
- (b) In addition to the method for giving notices permitted by statute, a notice by the Company or a Member in connection with these Constitution may be given to the addressee by:
- (i) personal service;
 - (ii) delivering it to a street address of the addressee;
 - (iii) sending it by prepaid ordinary post (airmail if outside Australia) to a street or postal address of the addressee; or
 - (iv) sending it by facsimile or e-mail to the facsimile number or e-mail address of the addressee.
- (c) Addresses for giving notices to Members
- (i) The street address or postal address of a Member is the street or postal address of the Member shown in the Register.
 - (ii) The facsimile number or e-mail address of a Member is that which the Member may specify by written notice to the Organisation as the address to which notices may be sent to the Members.
 - (iii) Until a person entitled to membership in consequence of the death or bankruptcy of a Member gives notice to the Company of an address for the giving of notices, the address of that person is the address of the deceased or bankrupt Member.

17.2 Time of Service

A notice is treated as being given to a person by the Company:

- (a) where sent by post in accordance with clause 17.1, 3 Business Days after the day on which it is posted;
- (b) where sent by facsimile or e-mail in accordance with clause 17.1, on the next Business Day after it is sent; or
- (c) in any other case, when the person actually receives the notice.

17.3 Counting of Days

Where a specified period (including, without limitation, a particular number of days) must elapse or expire from or after the giving of a notice before an action may be taken, neither the day on which the notice is given nor the day on which the action is to be taken may be counted in reckoning the period.

17.4 Certificate of Director or Secretary

If a Director or Secretary signs a certificate that a notice was given in the manner set out in the certificate, that certificate is conclusive evidence of the accuracy of the matters set out in it.

18. WINDING UP AND AMALGAMATION

18.1 Winding Up Generally

- (a) If the Company is wound up and, after satisfaction of all debts and liabilities, any property which remains must not be paid to or distributed amongst the Members of the Company.
- (b) Any such property must be given or transferred to some other institution or body which:
 - (i) has objects similar to the objects of the Company; and
 - (ii) whose constituent documents prohibit the distribution of its income and property among its members on terms substantially to the effect of clause 18.1(a).
- (c) That institution or body must apply the property solely towards the promotion of its objects.
- (d) The institution or body referred to in clause 18.1(b) will be determined by:
 - (i) the Members of the Company in general meeting at or before the time of winding up of the Company; or
 - (ii) the liquidator after the Company is wound up.

18.2 Amalgamation

- (a) The Company may amalgamate with any company, institution, society, or association which:
 - (i) has objects similar to the objects of the Company; and
 - (ii) whose constituent documents prohibit the distribution of its income and property among its members on terms substantially to the effect of clause 18.1(a).
- (b) Any such amalgamation will be subject to the approval of Members by Ordinary Resolution.

18.3 Contribution by Members

If the Company is wound up, every Member of the Company undertakes, during the time that he is a Member or within 1 year after that time, should it be necessary to contribute an amount not exceeding \$2 for payment of the debts and liabilities of the Company that were incurred before the time at which he ceased to be a Member.

19. MISCELLANEOUS

19.1 Indemnity of Officers

To the extent that it is permitted to do so by the Act, the Company must indemnify each Director, officer, Auditor and agent of the Company ("Officer") against any liability which that Officer may incur by reason of being an Officer or in carrying out the business or exercising the powers of the Company.

19.2 Specific Indemnities

Without limitation to clause 19.1, and to the extent that it is permitted to do so by the Act, the Company must indemnify each Officer against:

- (a) any liability (other than a liability which arises out of conduct involving a lack of good faith) to another person (other than the Company or a related body corporate) incurred by reason of being an Officer or in carrying out the business or exercising the powers of the Company; and
- (b) any liability for costs and expenses incurred by that Officer as such:
 - (i) in defending any proceedings, whether (i) civil or criminal, in which judgment is given in favour of the Officer or in which the Officer is acquitted; or

(ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the person under the Act.

19.3 Further Power to Indemnify

The Company may indemnify or agree to indemnify or enter into (and pay premiums on) a contract of insurance in respect of any person (whether or not that person is, or has been, an Officer) to the extent permitted by the Act and this power is not restricted by the provisions of clauses 19.1 and 19.2.

19.4 Former Officer

The indemnities conferred on Officers by clauses 19.1 and 19.2 apply in respect of each person who is at any time an Officer for all the period that person is an Officer and the person may claim on those indemnities in respect of that period even though the person is not an Officer at the time the claim is made.

19.5 General Authorisation

Where the Act authorises or permits a company to do any thing if so authorised by its Constitution, the Company is authorised by this Clause to do that thing.

20. IMPLEMENTATION AND MANAGEMENT OF THIS CONSTITUTION

20.1 Time of Effect

This Constitution will come into effect from the close of the General Meeting at which it is adopted by Members.

20.2 Transfer of Membership

All persons or organisations who are Members of the Company prior to the adoption of this Constitution shall be deemed Members in the appropriate Category from the time this Constitution comes into effect.

20.3 Calculation of Terms of Office

Calculation of the terms of office for:

- (i) Elected Directors, as set out in clause 7.2;
- (ii) Independent Directors, as set out in clause 7.3; and
- (iii) Chair and Deputy Chair, as set out in clause 7.5

will commence from the conclusion of the first Annual General Meeting after date at which this Constitution comes into effect.

20.4 Modification of Constitution

This Constitution may be modified from time to time by Special Resolution passed at a General Meeting convened in accordance with the Act.

SCHEDULE 1: DEFINITIONS AND INTERPRETATION

Part 1 – Definitions

In this Constitution, unless the subject or context is inconsistent, each of the following expressions shall have the meaning assigned to it below:

Act	means the Corporations Act, as it applies to the Company from time to time.
Ad-hoc Committee/Subcommittee	means a Committee or Subcommittee established under clause 12.1 for a specific limited purpose, and which ceases to exist when its job is done.
Board	means the Directors acting collectively under this Constitution, or a sole Director exercising the powers of the Board under the Act and this Constitution.
Business Day	means a day on which banking corporations in the State generally are open for the full range of banking business.
By-Laws	means the internal governance rules made by the Board of the Company.
Committee	means a Committee of the Board established under clause 12.4, membership of which may only include Directors
Company	means the company named in this Constitution, whatever its name may be from time to time.
Corporation	includes a body corporate established under the legislation of a State, Territory or the Commonwealth.
Elected Director	means a person elected by the Members under clause 7.1(a) as a Director of the Company.
Independent Director	means a person appointed by the Board under clause 7.1(b) as a Director of the Company.
Industry Advisory Council	means a standing Subcommittee established under clause 12.6 comprising representatives of Industry Sector Groups and Allied Trade Members as defined in clause 13(a).
Industry Sector Group	means an Industry Sector as defined in clause 13.1(a).
Member	means a person or body corporate as defined in clause 3.2(a) and whose name is entered in the Register as a Member.
Ordinary Resolution	means a resolution passed by 50% (ie at least half) of the votes cast by Members at a General Meeting, as defined in section 9 of the Act.
Quorum	means 10 people each of whom is, or represents, a different Voting Member as defined in clause 3.3(c).
Register	means the Register of Members kept under clause 3.14 and pursuant to the Act.
Remuneration	means any emolument as defined under clause 8, but does not include any payment by way of compensation for loss of office or in connection with the retirement of a person from office.
Special Resolution	means a resolution passed by 75% (ie at least three quarters) of the votes cast by Members at a General Meeting, as defined in section 9 of the Act.
Standing Committee/Subcommittee	means a permanent Committee or Subcommittee of the Board established under clause 12.1.
State	means New South Wales

Subcommittee	means a Subcommittee of the Board established under clause 12.1, membership of which may include non-Members.
Transaction	means any contract, agreement, arrangement or dealing (whether formal or informal, whether in writing or oral and whether or not enforceable).
Voting Member	means a Member: <ul style="list-style-type: none"> (a) who is entitled to be present and vote at a general meeting, as defined in clause 3.3(a); (b) who is present at the meeting in any of the ways set out in clause 5.1; and (c) in respect of whom there is at least one item of business to be considered at the meeting on which the Member is not disqualified from voting.

Part 2 – Interpretation

In this Constitution, headings are for convenience only and shall not affect its interpretation. Except to the extent that the context otherwise requires:

1. Headings are for convenience only and do not affect the interpretation of this Constitution;
2. Reference to any statute or statutory provision shall include any modification or re-enactment of, or any legislative provisions substituted for, and all legislation and statutory instruments issued under such legislation or such provision;
3. Words denoting the singular shall include the plural and vice versa;
4. Words denoting individuals shall include corporations, associations, trustees, instrumentalities and partnerships and vice versa;
5. Words denoting any gender shall include all genders;
6. References to Parties, Parts, clauses, Annexures and Schedules are references to Parties, Parts, clauses, Annexures and Schedules to this Constitution as modified or varied from time to time;
7. References to any document, deed or agreement shall include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;
8. A party includes the party's representatives, administrators and permitted assigns;
9. All references to dates and times are to Sydney time;
10. All references to "\$" and "dollars" are to the lawful currency of Australia;
11. If a party consists of more than one person, this Constitution binds them jointly and each of them severally;
12. "including" and similar expressions are not words of limitation;
13. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
14. "related body corporate", "subsidiary" and "holding company" have the same meaning as in the Corporations Act;
15. Reference to anybody other than a party to this document (including, without limitation, an institute, association or authority), whether or not it is a statutory body:
 - (a) which ceases to exist, or
 - (b) whose powers or function are transferred to any other body,
refers to the body which replaces it or which substantially succeeds to its powers or functions;
16. If the day on which a person must do something under this Constitution is not a Business Day:
 - (a) if the act involves a payment that is due on demand, that person must do it on or by the next Business Day; and
 - (b) in any other case, the person must do it on or by the previous Business Day.

SCHEDULE 2: MEMBERSHIP CATEGORIES AND ENTITLEMENTS

1. Grower Members

- (a) A person or business engaged directly in the production of protected crops may apply to be admitted as a Grower Member.
- (b) A person or business admitted as a Grower Member:
 - (i) must pay an annual subscription as determined under this Constitution; and
 - (ii) has the right to attend and vote at a general meeting.

2. Allied Trade Members

- (a) A person or business with a commercial interest in the production of protected crops, but which is not eligible for membership under 3.2(a)(i), may apply to be admitted as an Allied Trade Member.
- (b) A person or business admitted as an Allied Trade Member:
 - (i) must pay an annual subscription as determined under this Constitution; and
 - (ii) has the right to attend and vote at a general meeting.

3. Subscriber Members

- (a) A person or business with an interest in protected cropping industry may be admitted as a Subscriber Member.
- (b) A person or business admitted as a Subscriber Member:
 - (i) may pay an annual subscription if required under this Constitution; and
 - (ii) has the right to attend but not to vote at a general meeting.

4. Life Members

- (a) The Board may appoint a person as a Life Member in recognition of Service of a high order by that person to the Company.
- (b) The appointment:
 - (i) may be made by the Board of its own motion or from names proposed by a Member or Members;
 - (ii) must be made in accordance with any criteria determined by the Board;
- (c) A person appointed as a Life Member:
 - (i) has the right to attend and vote at a general meeting; but
 - (ii) is not required to pay a membership fee.

5. Honorary Members

- (a) The Board may appoint a person as an Honorary Member in recognition of Service of a high order by that person to the protected cropping industry.
- (b) The appointment:
 - (i) may be made by the Board of its own motion or from names proposed by a Member or Members; and
 - (ii) must be made in accordance with any criteria determined by the Board.
- (c) A person appointed as an Honorary Member:
 - (i) has the right to attend a general meeting, but not to vote; and
 - (ii) is not required to pay a membership fee.