

FIJI  
AUSTRALIA  
BUSINESS  
COUNCIL

FIJI AUSTRALIA  
BUSINESS COUNCIL LTD

# DRAFT ARTICLES OF ASSOCIATION





The logo consists of a dark blue square with the text "FIJI AUSTRALIA BUSINESS COUNCIL" written in white, uppercase, sans-serif font, centered within the square.

FIJI  
AUSTRALIA  
BUSINESS  
COUNCIL

**DRAFT ARTICLES OF ASSOCIATION**

[FIJI AUSTRALIA BUSINESS COUNCIL] LIMITED

**A COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING SHARE CAPITAL**

# DRAFT ARTICLES OF ASSOCIATION [FIJI AUSTRALIA BUSINESS COUNCIL] LIMITED

## PART 1 – INTERPRETATION

### *Defined terms*

1. — (1) In this Articles of Association —

“**AGM**” means an Annual General Meeting of the Company;

“**Alternate Director**” means a person appointed as an alternate director under clause 13;

“**Articles of Association**” means these Articles of Association;

“**Board**” means the Executive Committee of the Council sitting as a board of the Company;

“**Companies Act**” means the Companies Act 2015;

“**Company**” means [FABC] Limited;

“**Council**” means the Fiji Australia Business Council;

“**Director**” includes any person occupying the position of President, Vice President, Treasurer and ordinary director of the Board and, where appropriate, includes an Alternate Director;

“**Directors**” means all or some of the Directors acting as a Board;

“**General Meeting**” means an AGM or special general meeting of the Members;

“**Member**” means a person whose name is entered for the time being on the register of the Company as a Member;

“**Ordinary Director**” means a Director who does not hold the post of President, Vice President or Treasurer.

“**President**” means the chairman of the Company appointed under clauses 10 and 24;

“**Special Resolution**” means a resolution —

- (i) of which notice of the Special Resolution has been given; and
- (ii) that has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution;

“**Treasurer**” means the treasurer of the Company appointed under clauses 10 and 24.

(2) In this Articles of Association, except where the context otherwise requires, an expression in a clause of this Articles of Association has the same meaning as in the Companies Act.

(3) Where the expression has more than one meaning in the Companies Act and a provision of the Companies Act deals with the same matter as a clause of this Articles of Association, that expression has the same meaning as in that provision.

### *Interpretation*

2. — (1) In this Articles of Association, except where the context otherwise requires —

- a. the singular includes the plural and vice versa, and a gender includes other genders;
- b. A reference to a person includes a reference to a company, firm and partnership;
- c. another grammatical form of a defined word or expression has a corresponding meaning;
- d. a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Articles of Association, and a reference to this Articles of Association includes any schedule or annexure;
- e. a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- f. a reference to FJ\$, \$FJ, dollar or \$ is to Fiji currency;
- g. a reference to a section number is a reference to the corresponding section of the Companies Act; and
- h. the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.

(2) Headings are for ease of reference only and do not affect interpretation.

## **PART 2—OFFICERS AND EMPLOYEES**

### *Powers of Directors*

3. —(1) The business of the Company is that of being the corporate body by which the Fiji Australia Business Council is constituted with the objectives set out in the Schedule and is to be managed by or under the direction of the Directors.
- (2) The Directors may exercise all the powers of the Company except any powers that the Companies Act or the Company's Articles of Association require the Company to exercise in General Meeting.

### *Negotiable instruments*

4. —(1) The President, a Vice President or Treasurer and any one of the Directors of the Company may sign, draw, accept, endorse or otherwise execute a negotiable instrument.
- (2) The Directors may determine that a negotiable instrument may be signed, drawn, accepted, endorsed or otherwise executed in a different way.

### *Managing Director*

5. —(1) The Directors may appoint one or more of themselves to the office of managing director or any other office (other than Auditor) or employment under the Company for any period (but not for life) and on any terms (including as to remuneration) as they think fit.
- (2) The Directors of the Company may confer on a managing director any of the powers that the Directors can exercise.
- (3) The Directors may revoke or vary a conferral of powers on the managing director.

### *Remuneration of Directors*

6. —(1) The Directors of the Company shall not receive or be paid any remuneration.
- (2) The Company may approve the payment of the Directors' travelling and other expenses that they properly incur—
- in attending Directors' meetings or any meetings of committees of Directors;
  - in attending any General Meetings of the Company; and
  - in connection with the Company's business
- in each case, if that is approved by the Board.

### *Director may resign by giving written notice to Company*

7. A Director of the Company may resign as a Director of the Company by giving a written notice of resignation to the Company at its Registered Office.

### *Termination of appointment of managing director*

8. —(1) A person ceases to be managing director if they cease to be a Director.
- (2) The Directors may revoke or vary an appointment of a managing director.

## **PART 3—THE BOARD**

### *The Board*

The Board of the Company shall comprise of:

- President;
- Two Vice Presidents;
- Treasurer;
- Immediate Past President (being the person who held the post of President immediately prior to the current serving President); and
- Seven Ordinary Directors.

### *Appointment, term and removal of Directors*

10. (1) Each of the posts set out in clause 9, with the exception of Immediate Past President, shall be elected at general meeting of the Company in accordance with Part 7 for a term of 2 years.
- (2) The office of President and Vice President may only be held for one term and must be vacated at the expiry of that term and the office holder may, after a stand down period of at least one year, be eligible to reapply for that post.
- (3) Ordinary Directors are eligible for reappointment.
- (4) The initial Directors of the Company are the persons who have consented to act as Directors and are set out in the Company's application for registration as a company. Those persons hold office subject to this Articles of Association and their terms shall have commenced from the date on which they were appointed to the Executive Committee of the Fiji Australia Business Council, prior to the registration of the Company.
- (5) A person is not eligible to be a Director unless that person is a Member or that person is the authorized representative or nominee of a Member.
- (6) The office of Director shall be vacated if the Director:-
- a. Is disqualified from acting as an officer of the Company by virtue of section 133 of the Companies Act;
  - b. resigns;
  - c. where that Director is an authorized representative or nominee of a Member, when that Member ceases to be a Member or when the Member gives notice that that person is no longer its authorized representative or nominee;
  - d. becomes of unsound mind;
  - e. does not attend more than three meetings in a row of the Board and fails to excuse him or herself from such meetings; or
  - f. dies.

### *Company may appoint a Director*

11. —The Company may, subject to these Articles of Association, appoint a person as a Director by resolution passed in General Meeting.

### *Directors may appoint other Directors*

12. —(1) The Directors of the Company may, subject to these Articles of Association, appoint a person as Ordinary Director provided such appointment does not result in the Board having more than twelve Members.
- (2) A person can be appointed as a Director in order to make up a quorum for a Directors' meeting even if the total number of Directors of the Company is not enough to make up that quorum.
- (3) If a person is appointed under this clause as a Director, the Company must confirm the appointment by resolution within 2 months after the appointment is made.
- (4) If the appointment is not confirmed, the person ceases to be a Director of the Company at the end of those 2 months.

### *Alternate directors*

13. —(1) With the other Directors' approval, a Director may appoint an Alternate Director to exercise some or all of the Directors powers for a specified period.
- (2) If the appointing Director requests the Company to give the Alternate Director notice of Directors' meetings, the Company must do so.
- (3) An Alternate Director is an Officer of the Company and is not an agent of the appointor.
- (4) When an Alternate Director exercises the Directors powers, the exercise of the powers is just as effective as if the powers were exercised by the Director.

- (5) The provisions of this Articles of Association which apply to Directors also apply to Alternate Directors, except that Alternate Directors are not entitled to any remuneration from the Company.
- (6) The appointing Director may terminate the Alternate Directors appointment at any time.
- (6A) The Alternate Director may resign as Alternate Director of the Company by giving a written notice of resignation to the Company at its Registered Office.
- (7) An Alternate Directors appointment ends automatically when his or her appointor ceases to be a Director.
- (8) An appointment or its termination must be in writing and a copy must be given to the Company.

***Removal by Members***

- 14.** –(1) The Company may by resolution remove a Director from office despite anything in—
- a. the Company’s Articles of Association;
  - b. an agreement between the Company and the Director; or
  - c. an agreement between any or all Members of the Company and the Director.
- (2) If the Director was appointed to represent the interests of particular Members or Debenture Holders, the resolution to remove the Director does not take effect until a replacement to represent their interests has been appointed.
- (3) Notice of intention to move the resolution must be given to the Company at least 2 months before the meeting is to be held. However, if the Company calls a meeting after the notice of intention is given under this sub-clause, the meeting may pass the resolution even though the meeting is held less than 2 months after the notice of intention is given.
- (4) The Company must give the Director a copy of the notice as soon as practicable after it is received.

- (5) The Director is entitled to put their case to Members by—
  - a. giving the Company a written statement for circulation to Members; and
  - b. speaking to the motion at the meeting (whether or not the Director is a Member of the Company).
- (6) The written statement is to be circulated by the Company to Members by—
  - a. sending a copy to everyone to whom notice of the meeting is sent if there is time to do so; or
  - b. if there is no time to comply with paragraph (a) – having the statement distributed to Members attending the meeting and read out at the meeting before the resolution is voted on.
- (7) The Directors statement does not have to be circulated to Members if it is more than 1,000 words long or defamatory.
- (8) If a person is appointed to replace a Director removed under this clause, the time at which—
  - a. the replacement Director; or
  - b. any other Director,
 is to retire, is to be worked out as if the replacement Director had become Director on the day on which the replaced Director was last appointed a Director.

**PART 4 – SECRETARY**

***Terms and conditions of office for secretaries***

- 15.** –(1) The secretary of the Company shall be appointed by the Directors for a term and at remuneration and on conditions determined by them.
- (2) The Secretary is entitled to attend and be heard on any matter at all Directors’ and General Meetings.
- (3) The Directors may, subject to the terms of the secretary’s contract, suspend, remove or dismiss the Secretary.

- (4) The Secretary may resign as Secretary of the Company by giving a written notice of resignation to the Company at its Registered Office.
- (5) The contract for the engagement of the Secretary may be with a person, a firm or company for the provision of the secretarial and/or secretariat services.

## **PART 5—DIRECTORS’ MEETINGS**

### *Calling Directors’ meetings*

- 16. —(1) A Directors’ meeting may be called by a Director giving reasonable notice individually to every other Director.
- (2) A Directors’ meeting may be called or held using any technology consented to by all the Directors and any Director wishing to withdraw his/her consent must do it within a reasonable period of time before the meeting. Directors’ consent may be a standing one.

### *Quorum at Directors’ meetings*

- 17. —(1) Unless the Directors determine otherwise, the quorum for a Directors’ meeting is five Directors but must include the President or, in his or her absence, a Vice President.
- (2) The President or, in his or her absence, a Vice President or other Director appointed by the Board shall chair their meetings.

### *Decision on questions*

- 18. —(1) Subject to this Articles of Association and the Companies Act, questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present and voting, each Director has one vote.
- (2) The President has a casting vote in addition to his or her deliberative vote if there is an equality of votes.
- (3) An Alternate Director has one vote for each Director for whom he or she is an alternate. If the Alternate Director is a Director, he or she also has a vote as a Director.

### *Passing of Directors’ resolutions*

- 19. —(1) A resolution of the Directors must be passed by a majority of the votes cast by Directors entitled to vote on the resolution.
- (2) A director shall not vote in respect of any contract or arrangement in which he is interested,
  - i. unless the director has declared his interest in accordance with the Companies Act; and
  - ii. subject to clause 19 (3), all of the other directors, have noted the declaration of the conflict and, notwithstanding that conflict, authorized the director to vote on the matter the subject of the conflict
- (3) A resolution under clause 19(2) (ii) authorizing a director to vote notwithstanding the existence of a conflict may only be considered and passed by those directors who do not have the conflict of interest in the matter giving rise to the conflict.

### *Circulating resolutions of Companies with more than one Director*

- 20. —(1) The Directors of the Company may pass a resolution without a Directors’ meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (2) Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- (3) The resolution is passed when the last Director signs.
- (4) If the Company has one Director, the Director may pass a resolution or make a declaration by recording it and signing the record.



**PART 6—POWERS AND DUTIES  
OF DIRECTORS**

*Directors to manage Company*

21. —(1) The business of the Company is managed by the Directors who may exercise all powers of the Company that this Articles of Association or the Companies Act do not require to be exercised by the Company in General Meeting.
- (2) Without limiting the generality of sub-clause (3), the Directors may exercise all the powers of the Company to—
- borrow money;
  - Charge any Property or business of the Company or all or any of its uncalled capital;
  - issue Debentures or give any other security for a debt, liability or obligation of the Company or of any other person; and
  - guarantee or to become liable for the payment of money or the performance of any obligation by or of any other person.
- (3) Each Director is authorised to act in the best interests of any Holding Company of the Company, including its Ultimate Holding Company.
- (4) This clause does not in any way operate, nor may be construed, so as to restrict or limit a Director from acting in a manner which, irrespective of this clause, is in accordance with the Companies Act and the general law (including the law relating to Directors' fiduciary duties).
- (5) The Directors may delegate any of their powers to —
- a committee of Directors;
  - a Director;
  - an employee of the Company;
  - any other person.
- (6) The delegate must exercise the powers delegated in accordance with any directions of the Directors. The exercise of powers of the delegate shall be as effective as if the Directors had exercised it.

*Indemnity and Insurance*

- 21A —(1) Every Director, Managing Director or agent, auditor, secretary and other officer for the time being of the the Company against any liability incurred by him/her in any proceedings or claims —
- that relates to liability for any act or omission in his or her capacity as an Officer of the Company;
  - in which judgment is given in their favour, or in which they are acquitted, or which is discontinued;
  - liability to any person other than the Company or a Related Body Corporate for any act or omission in their capacity as an Officer of a Company; or
  - costs incurred by that Officer of the Company in defending or settling any claim or proceeding relating to any such liability,
- not being criminal liability or liability in respect of—
- a breach;
  - in the case of a Director or former Director of the Company, of the duty specified in section 104 of the Companies Act; or
  - in the case of any other Officer of the Company, of any fiduciary duty owed to the Company or Related Body Corporate.
- (2) The Company, with the prior approval of its Directors, will effect insurance for an Officer of the Company or a Related Body Corporate in respect of—
- liability, not being liability to the Company or criminal liability, for any act or omission in his or her capacity as an Officer of the Company or a Related Body Corporate;
  - costs incurred by that Officer of the Company or a Related Body Corporate in defending or settling any claim or proceeding relating to any such liability; or
  - costs incurred by an Officer of the Company or a Related Body Corporate in defending any criminal proceedings—

- i. that have been brought against the Officer of the Company or a Related Body Corporate in relation to any act or omission in their capacity as an Officer of the Company or a Related Body Corporate; and
- ii. in which they are acquitted.

given or which, in the opinion of the meeting, it is expedient to consider.

***Notice of adjourned meetings***

- 25. – When a meeting is adjourned, a new notice of the resumed meeting must be given if the meeting is adjourned for 28 days or more.

**PART 7 – MEETINGS OF MEMBERS**

***When meetings must be held***

- 22. The meetings of the Company may be an AGM or a special general meeting but it must hold an AGM every calendar year and no later than 15 months after the previous meeting.

***Calling of meetings of Members***

- 23. – (1) A general meeting of the Company’s Members may be called by the President or Secretary and must be given not less than 21 days prior to the meeting.
- (2) A Members’ meeting may be called or held using any technology that gives the Members and its auditor as a whole a reasonable opportunity including, but not limited to technology that facilitates the use of two or more venues to participate and is consented to by all the Directors.
- (3). Any Director wishing to withdraw his/her consent must do it within a reasonable period of time before the meeting. Directors’ consent may be a standing one.

***Matters to be considered at an AGM***

- 24. – The business of the AGM is:
  - a. to receive the Annual Report of the President;
  - b. to appoint the positions of Director as are vacant or are up for election at that meeting;
  - c. to receive a statement of accounts duly audited and certified for the preceding financial year;
  - d. to appoint an auditor for the ensuing year; and
  - e. to transact such other business of which due notice has been

***Proxies and Company Representatives***

- 26. – (1) The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized or if the appointer is a corporation, either in accordance with provisions for execution of document under the Companies Act, or under the hand of an officer or attorney duly authorized. A proxy may but need not be a Member of the Company. The instrument appointing a proxy shall be deemed to confer authority to attend, speak at a meeting, vote (but only to the extent allowed by the appointment) and demand or join in demanding a poll. A proxy is not entitled to vote on a show of hands, they may make or join in the demand for a poll.
- (2) The instrument appointing a proxy must be signed by the Member making the appointment and should contain the following information:
  - a. the name and address of the Member;
  - b. the name of the Company;
  - c. the name of the proxy or the name of the office held by the proxy; and
  - d. the meetings at which the appointment may be used.
- (3) An instrument appointing a proxy must be received by the Company at least 48 hours before the meeting. If the appointment is signed by the appointer’s attorney, the authority under which the appointment was signed or authenticated or certified copy of the authority.
- (4) A Company may appoint an individual as a representative to exercise all or any of the powers the Company may exercise:

- a. at meetings of a Company's Members;
- b. at meetings of creditors or Debenture Holders;
- c. relating to resolutions to be passed without meetings; or
- d. in the capacity of a Member's proxy.

#### *Quorum*

27. —(1) The quorum for a meeting of the Company's Members is twenty Members and the quorum must be present at all times during the meeting.
- (2) In determining whether a quorum is present, count Individuals attending as proxies or Company representatives. However—
- a. if a Member has appointed more than one proxy or representative, count only one of them; and
  - b. if an Individual is attending both as a Member and as a proxy or Company representative, count them only once.
- (3) A meeting of the Company's Members that does not have a quorum present within 30 minutes after the time for the meeting set out in the notice of meeting is adjourned to the date, time and place the Directors specify. If the Directors do not specify one or more of those things, the meeting is adjourned to—
- a. if the date is not specified – the same day in the next week;
  - b. if the time is not specified – the same time; and
  - c. if the place is not specified – the same place.
- (4) If no quorum is present at the resumed meeting within 30 minutes after the time for the meeting, the meeting is dissolved.

#### *Chairing meetings of Members*

28. —(1) The President or, in his her absence, a Vice President, shall chair meetings of the Company's Members.
- (2) The chair must adjourn a meeting of the Company's Members if the

Members present with a majority of votes at the meeting agree or direct that the chair must do so.

#### *Adjournment*

29. — (1) The chairperson of a General Meeting at which a quorum is present—
- a. in his or her discretion may adjourn the meeting with the meeting's consent; and
  - b. must adjourn the meeting if the meeting directs him or her to do so.
- (2) An adjourned General Meeting may take place at a different venue to the initial General Meeting.
- (3) The only business that can be transacted at an adjourned General Meeting is the unfinished business of the initial General Meeting.
- (4) If a General Meeting has been adjourned for more than 21 days, at least 3 days written notice (exclusive of the day on which the notice is served or taken to be served and of the day for which notice is given) of the adjourned meeting must be given to Members.

### **PART 8—VOTES OF MEMBERS**

#### *Entitlement to vote*

30. — Subject to this Articles of Association—
- a. every Member may vote;
  - b. subject to paragraph (c), on a show of hands every Member has one vote; and
  - c. on a poll every Member has one vote.

#### *Polls*

- 30A. — (1) Fewer Members or Members with a lesser percentage of votes may demand a poll.
- (2) The poll may be demanded—
- a. before a vote is taken;
  - b. before the voting results on a show of hands are declared; or
  - c. immediately after the voting results on a show of hands are declared

- (3) A poll cannot be demanded on any resolution concerning—
  - a. the election of the chair of a meeting; or
  - b. the adjournment of a meeting.

*When a Member is unable to vote or be counted*

- 31. A Member is not entitled to vote or to be counted in a quorum unless all of that Member's annual subscription to the Company have been paid and up to date.

**PART 9—INSPECTION OF BOOKS**

*Directors may allow Member to inspect Books*

- 32. —(1) Except as otherwise required by the Companies Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the Books of the Company or any of them will be open for inspection by Members other than Directors.
- (2) A Member other than a Director does not have the right to inspect any Books of the Company unless the Member is authorised to do so by a Court order or a resolution of the Directors.

**PART 10—AUDIT AND ACCOUNTS**

*Company to keep accounts*

- 33. The Directors must cause the Company to keep written Financial Records in relation to the business of the Company in accordance with the requirements of the Companies Act.

**PART 11—WINDING UP**

*Winding up*

- 34. —(1) Nothing in this clause prejudices the rights of the Members.
- (2) If the Company is wound up, the liquidator may, with the sanction of a Special Resolution of the Company—

- a. divide among the Members in kind all or any of the Company's assets; and
- b. for that purpose, determine how he or she will carry out the division between the different classes of Members,

but may not require a Member to accept any Securities in respect of which there is any liability.

- (3) The liquidator may, with the sanction of a Special Resolution of the Company, vest all or any of the Company's assets in a trustee on trusts determined by the liquidator for the benefit of the contributories.

**PART 12—PROPERTY AND MEMBERSHIP OF THE COMPANY**

*Income and Property of the Company*

- 35. —(1) The income and Property of the Company will only be applied towards the promotion of the objects of the Company as set out in the Schedule.
- (2) No income or Property will be paid or transferred directly or indirectly to any Member of the Company except for payments to a Member—
  - a. in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
  - b. of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent.

*Admission*

- 36. —(1) The number of Members with which the Company proposes to be registered is unlimited.
- (2) The Members of the Company are—
  - a. the persons who consented to become Members in the application for registration of the Company;
  - b. the members of the Fiji Australia Business Council as are confirmed by the Board at the time of registration of the Company; and
  - c. any other persons, Companies or organisations whom or which the

- Directors admit to membership in accordance with this Articles of Association.
- (3) Applications for membership of the Company must be in writing, signed by the applicant and in a form approved by the Directors in their absolute discretion.
  - (4) The Directors will consider each application for membership at the next meeting of Directors after the application is received. In considering an application for membership, the Directors may—
    - a. accept or reject the application; or
    - b. ask the applicant to give more evidence of eligibility for membership.
  - (5) If the Directors ask for more evidence under sub-clause (4), their determination of the application for membership is deferred until the evidence is given.
  - (6) The Directors do not have to give any reason for rejecting an application for membership.
  - (7) As soon as practicable following acceptance of an application for membership, the Secretary will send the applicant written notice of the acceptance and request payment of the applicant's entrance fee (if any) and first annual subscription.
  - (8) The rights and privileges of every Member are personal to each Member and are not transferable by the Member's own act or by operation of law.
- i. whose conduct in their opinion renders it undesirable that that Member continue to be a Member of the Company;
  - ii. only after the Member has been given at least 21 days' notice of the resolution and has had the opportunity to be heard at the meeting at which the resolution is proposed;
  - iii. where the Member is an individual, if the Member—
    - a. dies;
    - b. becomes mentally incapacitated or whose person or estate is liable to be dealt with in any way under the laws relating to mental health; or
    - c. is convicted of an offence;
    - d. where the Member is not an individual, if—
      - i. a liquidator is appointed in connection with the winding- up of the Member; or
      - ii. an order is made by a Court for the winding up or deregistration of the Member.
  - c. automatically if that annual subscription has not been paid for a period of 24 months from when it was due.
- (2) Any Member ceasing to be a Member—
    - a. will not be entitled to any refund (or part refund) of a subscription; and
    - b. will remain liable for and will pay to the Company all subscriptions and moneys which were due at the date of ceasing to be a Member.

***Ceasing to be a Member***

- 37.** —(1) A Member's membership of the Company will cease—
- a. if the Member gives the Secretary written notice of resignation, from the date of receipt of that notice by the Secretary;
  - b. if a majority of three-quarters of the Directors present and voting at a meeting of Directors by resolution terminate the membership of a Member—

***Entitlement to vote***

- 38.** A Member entitled to vote at a General Meeting has one vote.

### *Payments to Directors*

39. No payment will be made to any Director of the Company other than payment—
- a. of out of pocket expenses incurred by the Director in the performance of any duty as Director of the Company where the amount payable does not exceed an amount previously approved by the Directors of the Company;
  - b. for any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Directors of the Company and where the amount payable is approved by the Directors of the Company and is not more than an amount which commercially would be reasonable payment for the service;
  - c. of any salary or wage due to the Director as an employee of the Company where the terms of employment have been approved by the Directors of the Company; and
  - d. relating to an indemnity in favour of the Director and permitted by the Companies Act or a contract of insurance permitted by the Companies Act.

### *Winding up*

40. —(1) If the Company is wound up—
- a. each Member; and
  - b. each person who has ceased to be a Member in the preceding year,
- undertakes to contribute to the Property of the Company for the—
- c. payment of debts and liabilities of the Company in relation to sub-clause (1)(b), contracted before the person ceased to be a Member and payment of costs, Charges and expenses of winding up; and
  - d. adjustment of the rights of the contributories amongst themselves,

such amount as may be required, not exceeding \$10.00.

- (2) If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to another Company which, by its Articles of Association, is—
  - a. required to pursue charitable purposes only;
  - b. required to apply its profits if any, or other income in promoting its objects; and
  - c. prohibited from making any distribution to its Members or paying fees to its Directors,

such Company to be determined by the Members at or before the winding up and in default, by application to the Court for determination.

### **PART 13—AMENDMENT**

41. These Articles of Association may only be amended by Special Resolution of the Company.

## SCHEDULE

### OBJECTIVES OF THE FIJI AUSTRALIA BUSINESS COUNCIL

The objects for which the Company is established are:

- a. To promote friendship, goodwill and understanding between the business communities of Fiji and Australia.
- b. To maintain, support, promote and encourage trade, investment, technical and economic co-operation and tourism between Fiji and Australia.
- c. To maintain, promote and extend industrial and commercial relations between individual, firms, companies, corporations, institutions and associations of Fiji and Australia.
- d. To carry out objective research studies on any matters affecting or concerning any of the above objects.
- e. To arrange for regular and effective consultation between business enterprises in Fiji and Australia.
- f. To encourage and sponsor education, personnel exchange and training schemes at the private sector level between Fiji and Australia, with the aim of mutually enhancing experience, education and capabilities.
- g. To maintain liaison with the Governments of both Fiji and Australia in order to promote any of the above objects and to ensure that the concerns, views and plans of the Fijian and Australian commercial sector are clearly conveyed to the governments of both countries.
- h. To co-operate with an appropriate body established in Australia and to arrange for regular and effective consultation, communication and meetings with it.
- i. To provide a forum for contacts and discussions of questions of common interest and information, advice and services.
- j. To seek to ensure the continuation of a stable relationship between the two countries – a relationship which understands the national heritage and aspirations of both countries and a relationship which will draw together regional neighbours and trading partners in a growing bond of friendship.
- k. Generally to enter into, execute and carry out all contracts and agreements of any kind whatsoever and to do all such other things as are incidental or conducive to all or any of the above objects.













**FIJI  
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