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ALL RIGHTS RESERVED.

CONSTITUTION OF
DISABILITY AID DOGS PTY LIMITED
ACN: 109 436 179

ABN: 26 109 436 179

HEREIN AFTER KNOWN AS "THE COMPANY"

AS REVISED AND DULY AUTHORISED BY ITS DIRECTORS
2ND DAY OF AUGUST 2010.

THIS CONSTITUTION WAS ADOPTED BY THE BOARD OF DIRECTORS / MEMBERS

HEREBY DECLARED AS A "NOT FOR PROFIT COMPANY"

REGISTERED OFFICE AND PRINCIPAL PLACE OF OPERATIONS IS
UNIT 3 – 100 ALFORD STREET
KINGAROY - QUEENSLAND
AUSTRALIA - 4610.

PHONE MOBILE - 0428 633001 -- HOME 07 41622050 (AU) -- (61) INTERNATIONAL.

WARNING

THIS DOCUMENT OF "IN CONSTITUTE RULES" WAS PREPARED BY ALEX VAN OEVEREN, WHO WISHES TO MAKE IT CLEAR THAT THIS DOCUMENT IS DECLARED AS ABSOLUTELY "NOT NEGOTIABLE"

UNLESS SO NEGOTIATED BY PRIVILEGE AND THE WILL OF THE COMPANY'S DIRECTORS AND MEMBERS.

ANY OTHER NEGOTIATION OF THIS DOCUMENT IN WHOLE, OR BY ANY OTHER METHOD, OTHER THAN IS EXPRESSLY PERMITTED WITHIN THIS 'INSTRUMENT' IS PROHIBITED , AND WILL BE DEALT WITH HARSHLY TO THE GREATEST EXTENT IN LAW.

THIS INSTRUMENT ALSO TOTALLY NEGATES ALL "MODEL RULES" AS DECLARED IN THE AUSTRALIAN CORPORATIONS ACT (THE ACT)- OR AS AMENDED.

THIS CONSTITUTION SUPERSEDES AND REPLACES ALL OTHERS - ALSO DENUDES ANY LEGAL DEFINITION OF FORMER CONSTITUTIONS THAT HAVE PRECEDED THIS INSTRUMENT. THIS INSTRUMENT ALSO FORMS THE "TERMS AND CONDITIONS OF THE COMPANY" AND ITS OPERATIONS, "PROGRAM TRAINING" AND THAT OF ALL THE COMPANY OFFICE HOLDERS. MEMBERS, EMPLOYEES AND VOLUNTEERS - (THE COMPANY IN DEFINITION) SHOULD UPHOLD THIS INSTRUMENT AS THE TERMS AND CONDITIONS UNDER WHICH THEY OPERATE.

ANY PART OF THE COMPANY WHO OPERATES IN ANY WAY WITHIN THE COMPANY, HAS ACCEPTED THE "TERMS AND CONDITIONS" OF THE COMPANY.

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PLEASE NOTE

This Constitution Stays Supreme: This instrument is for “The Company”

“Disability Aid Dogs Pty Limited” - ACN: 109 436 179 - In such it stays supreme - Thus:

1 - If any rule from whatever source comes into conflict with this Constitution, the former is invalid and legally denuded, the latter holding supreme to the extent of, but not limited to any written, suggested or implied rule from This Instrument - to the extent of such conflict, written, inferred, or of legal statute other than what is legally required by The Company in law. (Save the Federal Corporations Act or the Federal Disability Discrimination Act - 1992 - REV 5th August 2009 including the International Treaties for Human Rights and Disability Discrimination - also Indigenous Discrimination within Disabilities and Human Rights)

2 - These clauses of supremacy have been ascended into this instrument of “In Constitute Rules”, by the Board Of Directors, to hold firm and assure the accuracy of this instrument without prejudice, also holding the “Standards” and “Program Training Quality Control” in totem, sacred to all the Objects, Standards and ideals of The Company in whole, against conflicting rules and attempts to denude this instrument in its ideals and ability to be The Company.

3 - As a professional Company and Group, The Board Of Directors Of The Company have unanimously decided and passed by sacred and executive motion, this “Supreme Constitution” clause. The Company is bound to uphold the highest possible standards of ethical and professional behaviour toward the Disabled it is founded to serve, but claims indemnity from any legal action against it by virtue of The Company “Terms and Conditions” within The Preamble.

**This Constitution is hereby ascended by way of
The Company Common Seal**

Also The Signature Of The Secretary

Also being the “Governing Company Constitutional Rules of Operation”

Also The Company “Terms and Conditions of Corporate Operation”

SECTION 1 - PREAMBLE AND COMPANY OBJECTS

1.1 PREAMBLE

A – THE NAME OF THE COMPANY IS DISABILITY AID DOGS PTY LIMITED - ACN: 109 436 179, AND HAS A "COMMON SEAL" TO VALIDATE ALL AND ANY CHANGES TO THIS INSTRUMENT, OR ANY OTHER INSTRUMENTS IT NEEDS TO GIVE ASCENT TO VIA ITS MEMBERS ONLY. ANY 2 (TWO) MEMBERS CAN, UNDER SECTION 7 "COMPANY MEETINGS" BE AUTHORISED TO CHANGE THIS INSTRUMENT OR OTHERWISE DEAL WITH ITS SUPREMACY UNDER THE COMPANY COMMON SEAL. THE COMPANY COMMON SEAL WILL BE HELD BY THE SECRETARY AS HEREIN DEFINED ONLY, OR HIS WIFE IN THE EVENT THAT HE IS INCAPABLE OF CARRYING OUT HIS DUTIES (MEDICALLY CERTIFIED), EITHER TEMPORARILY OR PERMANENTLY.

B – THIS CONSTITUTION WAS PREPARED BY ALEX VAN OEVEREN - THE SECRETARY, SO IS NOW THE **ABSOLUTE** INSTRUMENT THAT FORMS THE "IN CONSTITUTE RULES" BY WHICH THE COMPANY MUST, AND IS REPUTED TO OPERATE. THIS INSTRUMENT CANNOT BE NEGOTIATED IN ANY WAY BUT UNDER THE ABSOLUTE DIRECTION OF ITS MEMBERS AND DIRECTORS. (REF 1.1 - A)

C – THE ONLY METHOD BY WHICH THIS INSTRUMENT CAN BE NEGOTIATED, ALTERED OR OTHERWISE DEALT WITH IN REFERENCE TO ITS ABILITY TO BE THE VALID CONSTITUTION OF THE COMPANY, IS BY MAJORITY VOTE OR THE UNANIMOUS VOTE OF THE MEMBERS / DIRECTORS OF THE COMPANY UNDER THE COMPANY "COMMON SEAL" AND SIGNED BY THE SECRETARY.

D – SUCH ALTERATIONS, NEGOTIATION AND ABILITY OF SUCH TO BECOME VALID, SUCH MUST BE FULLY ENDORSED AND SIGNED BY A MAJORITY OF THE THREE (3) DECLARED MEMBERS/DIRECTORS OF THE COMPANY, AND SO RECORDED IN THE APPENDICES OF THIS DOCUMENT.

E – THE EXECUTIVE LEGAL OFFICER AND SECRETARY OF THE COMPANY IS DECLARED AS – MR ALEXANDER LLOYD VAN OEVEREN – (THE FOUNDER AND SECRETARY) – WHO WILL BE UNDER THE DIRECTION OF THIS INSTRUMENT, KEEPING ALL AND REASONABLE RECORDS OF DIRECTORS MEETINGS AND OTHER CORRESPONDENCE OF THE OPERATIONS OF THE COMPANY - (THE ORIGINAL MEETINGS OF APPOINTMENT AS HEREIN STATED WILL BE IN NOTATION WITHIN THE APPENDIX OF THIS INSTRUMENT). UNLESS BY WAY OF HIS INCAPACITY TO ACT AS PRESCRIBED HEREIN, "THE SECRETARY", WILL BE THE SOLE AND ONLY PERSON WITH THE PRESCRIBED ABILITY TO ACT IN ANY LEGAL POSITION / ATTORNEY, FOR AND ON BEHALF OF THE COMPANY - OR TO INSTRUCT ANY OTHER LEGAL ENTITY IF SO DECIDED BY MAJORITY VOTE OF THE DIRECTORS. IN DEFAULT – THE SECRETARY WISHES TO MAKE KNOWN THAT HIS WIFE AND CURRENT DIRECTOR / MEMBER OF THE COMPANY WILL ACT ON HIS BEHALF, OR WILL APPOINT ANOTHER OFFICER AS SECRETARY AT HER ABSOLUTE DISCRETION AND/OR BY THE MUTUAL AGREEMENT OF THE OTHER DIRECTOR/MEMBER – MS RHANA SMITH – (CURRENT REGIONAL NSW AND VICTORIAN MANAGER) – OF THE COMPANY. IF BY WAY OF BOTH DIRECTORS, ALEXANDER AND CONSTANCE VAN OEVEREN WERE TO BECOME UNABLE TO EXECUTE THEIR DUTIES – (MEDICALLY CERTIFIED) - AS DIRECTORS/MEMBERS OF THE COMPANY, THEY HEREIN APPOINT MR JOHN VAN OEVEREN, THE SECRETARY'S OLDEST SON, AS THEIR ENDURING POWER OF ATTORNEY TO EXPEDITE THE OPERATIONS OF THE COMPANY IN CONJUNCTION WITH "THE CHAIRPERSON" - (CURRENT MANAGING DIRECTOR AND SECRETARY) OF THE COMPANY AS

HEREIN DEFINED TO THE EXTENT OF THEIR INCAPACITY OR DEATH. **ALSO – IF Ms RHANA SMITH BECOMES UNABLE TO EXECUTE HER DUTIES OF THE COMPANY** – (MEDICALLY DEFINED) – SHE APPOINTS THE OTHER TWO DIRECTORS/MEMBERS OF THE COMPANY TO CONTINUE HER DUTIES EITHER TEMPORARILY OR PERMANENTLY, VIA SECTION 3 OF THIS INSTRUMENT.

DISCLAIMER: THE COMPANY, ITS DIRECTORS/MEMBERS/TRAINERS AND EMPLOYEES, IMPART GUIDANCE AND HIGHLY DEVELOPED INFORMATION TO "PROGRAM TEAMS" AND "PROGRAM TRAINING", TO ASSIST THE DISABLED TO TRAIN THEIR OWN DOG AND DEVELOP A "PROGRAM WORKING TEAM" RELATIONSHIP WITH THEIR TRAINED DOG. THIS INFORMATION AND GUIDANCE IS DESIGNED TO ASSIST AND INFORM - "PROGRAM TRAINING", BUT THE COMPANY AND ITS DIRECTORS/MEMBERS/TRAINERS/EMPLOYEES – (THE COMPANY) - DO NOT ACCEPT ANY RESPONSIBILITY, SO INDEMNIFYING THE COMPANY AGAINST ANY CLAIM ARISING OUT OF ANY CONDUCT AND OR ACTIVITIES SO CARRIED OUT BY THE COMPANY. DOG TRAINING IS A HIGH RISK INDUSTRY, AND ALTHOUGH THE COMPANY WILL DO EVERYTHING TO ENSURE SAFETY, NO RESPONSIBILITY CAN BE ACCEPTED AS TO HOW THE 'DISABLED HANDLER' WILL IMPLEMENT HER / HIS DUTY OF CARE. THE COMPANY THEREFORE CLAIMS FULL INDEMNITY AS TO HOW ITS GUIDANCE AND INFORMATION IS USED AND IMPLEMENTED BY THE "PROGRAM TEAMS" AND THE TRAINED DOGS AND DISABLED HANDLERS IT HAS GUIDED AND INSTRUCTED.

1.2 - COMPANY OBJECTS –

A - This INSTRUMENT is hereby deemed – as part of the “Objects of operation” of The Company and is The Company. This instrument is also the Company’s “Terms And Conditions” of operation, also the “Terms and Conditions” of The Company.

The Internet Web Site: Any other way save the “Normal Use” of the Web Site, or dealing with the ‘on line’ Web Site/s of The Company in an unauthorised way – IE – www.aiddogs.com.au – or as will be declared by way of this INSTRUMENT is also prohibited. NO OTHER WEB SITE/s can be recognised by the company, but those declared within this INSTRUMENT and under these “Terms and Conditions”. The Webmaster of The Company is hereby deemed as Mr Alex Van Oeveren (Secretary and Executive Legal Officer). No other person, except by The Webmaster’s Express Written Permission - (Letter with The Company Common Seal), can operate or deal with the website/s of The Company.

B – NOTE: All objects and trading, including the “Terms and Conditions” of The Company, can only be carried out by the express permission of the “Members” of The Company. This clause is subject to the “Preamble” of The Company, also by sub clause “1.2 a” of this instrument.

C. The Company is to be known and reputed as a “Peak Body” and “Authority” of the Training of Assistance Dogs for the Disabled, including all the standards thereto attached within the Australian and British Commonwealth.

D. To make Representation to all or any level of Federal, state or local government - (as per clause C) - in respect of the objects of The Company to advance the regulation and proper standards of training of “Assistance Dogs”, and their Human Disabled Handlers.

DI. Public safety is also an issue that is an object of The Company, also the effective co-operation with all levels of governments and authorities of the Australian Commonwealth and Company agencies globally to ensure the proper operation within The Company. These objects and actions are all conditional on any authority/government agency complying with the essence of the Laws of the Australian Federal Constitution and the Federal Disability Discrimination Act 1992 and The Federal Disability Discrimination Act of the 5th August 2009. This conditional operation is also subject to all appended International and British Commonwealth Treaties, as are now signed and are a part of our international co-operation with respect of any unlawful Disability Discrimination, or any other discrimination that from time to time be relevant to the objects as defined herein of The Company. They are also part of the “Terms and Conditions” of the operations of The Company.

E - The Company will not recognise any other laws that do not uphold the essence of the Human Rights of the Disabled as is defined in the aforementioned Federal Disability Discrimination Act 2009 and appended International Statutes Of Disability Discrimination Law and Constitutional Human Rights Laws.

F – The International “Treaties and Articles” Of The International League Of Nations. As is poorly understood by many “Legal Areas” within Australia, Australia is a signatory to the International Conventions for Human Rights and Disability

Discrimination Rights via the British Commonwealth International treaties and other International Human Rights Treaties, including Indigenous Human Rights and Discrimination Laws and 'Articles Of Stated Laws'. Due to the fact that all the 'Sovereign Nations' that are a part of the International Community, The United Kingdom and other International Human Rights Treaties has "Enshrined Statutes Of Law" for their League Of Nations to regulate and enshrine the basis of behaviour and correct implementation of standards of the members of the International Signatory Bodies For Human Rights and Indigenous Human Rights. It is enshrined in International Law that no nation can, nor should, interfere or try to regulate another member's sacred ability to govern as a sovereign nation, therefore, the International Nations are in essence independent, although, by courtesy, still enshrine these statutes and articles as their indication of compliance to protect and nurture those rights as defined under those "International Treaties" as defined herein.

This ensures that all British Commonwealth Nations also enshrine, via these "International Treaties", a level of human rights and Disability Discrimination Rights. Thus Clauses D and E are herein prescribed as a part of our constitution. We recognise these "Intentional Treaties" as aforementioned, as this gave the Australian Commonwealth Federal Legislators the ability to bring the Disability Discrimination Act – "The DDA" - (1992 to 2009) into power and be proclaimed by the British Commonwealth Representative the Australian Governor General, via 'Royal Ascent', 5th August 2009. Thus we recognise this area of human rights law and not any other legislation that may come into power, save such State or other Local Government laws that may be in absolute harmony with the Federal Legislation as aforementioned, that have been afforded and rightly proclaimed by royal ascent to lawfully be "An Australian Governmental Statute In Law", either federal or state. This has herein been enshrined to explain our adherence to Australian Federal Human Rights and Disability Discrimination Law.

G – To Provide Assistance to the disabled in any way The Company sees fit, but will NOT "Sell Dogs" to unprepared Persons – (Those that have not completed a Company Authorised Defined Course Of Instruction), regardless of the need of such disabled persons.

H – Program Training and Accreditation – Under The Company Accreditations, no Disabled Person and their dog can gain any accreditation without first complying with The Company Accreditation Standards along with its "Terms And Conditions". **Such "Terms And Conditions" are defined as** – "complying with the directions and guidance given to such a Disabled Person and their dog by one of the company's accredited trainers". Such guidance is called "**Program Training**". Please Note: NO OTHER FORM OF accreditation will be recognised by The Company as "Program Training" for the outcome of such a 'team' becoming an accredited "Assistance Dog" working team. Refer Section 5 and the Preamble of this instrument of "Company Governing Constitutional Rules and Terms and Conditions"

I - Public Health And Safety is a high priority of The Company within its 'Program Training' and its "Terms And Conditions" of the assistance of the disabled and their dog in becoming an "Assistance Dog Working Team". To effect such standards of public health and safety, the 'Program Teams' must also undergo any courses that The Company and its trainers may see fit to apply under any training regime – (Also Ref Clauses D to H and The Preamble).

J – Cadet Training is a training regime that has been instituted to assure a continuance of qualified Dog Trainers that also are highly instructed in the area of Disability Support of disabled persons and their vastly differing needs. This is implemented by The Company via its accredited trainers and Informational courses and guidance to ensure the highest standards of “Program Training” – (also subject to The Preamble).

K – All or Any Courses, journals or other informational media, including the corporate website/s that may be applicable to further the stated objects of the company. All such publications can only be instigated and become an “Object” of the company by way of the Directors/Members approval. No Other Form Of Approval will be recognised by The Company with The Company Common Seal and The Secretary’s Signature.

L – Real Estate and Bank Accounts – At the time of preparing this instrument, the members have taken a unanimous vote that there is no property (real or Otherwise) for The Company, as all remuneration to the trainers, directors/members and employees are on a strict “Out Of Pocket Expenses” basis, plus a fee as will be announced on the Corporate Website and outlined in this instrument. Therefore all such employees are voluntary and no wages, remuneration or bonuses are paid in any way until such may be required and is absolutely permitted by way of this instrument.

a/ **Any Bank account** will be by way of an Australian Bank on a NO FEE BASIS - such accounts must be kept by the Secretary.

M – Appointment and Cessation of Members, Directors and office holders, including employees – are at the absolute discretion of the members. If any member ceases to hold any shares, such shares will be transferred to any existing member/s, subject to the “Not For Profit Clauses” hereafter defined – Sect 2

O - Minimum Fees and Charges Due to the ever increasing costs of running The Company and it’s Office, Trainers and other ‘programs’, The Company has introduced fees and charges that are stipulated below. These are the MINIMUM that will be invoked to offset the costs of The Company in whole. NOTE - We are NOT a registered Charity, but a professional company:-

- **Application Fee** will be \$50.00. This fee is **Not Refundable** to cover the costs of application Forms and general costs applicable to The Company.
- **Initial Assessment Fee** will be \$150.00 if the applicant has an existing dog that they wish to have examined for accreditation. A Pensioner Rebate (Full Pension Recipients Only) will receive a discount to apply (\$50.00), making the fee applicable at \$100.00. Application can be made under PROVEN extreme financial hardship to invoke a “Payment Scheme” of not less than \$50.00 monthly to pay all and any fees accrued (If Full Fees Owing Can Be Paid Within 3 Calendar Months). If Higher fees are accrued, it will be paid within three months by applying three payments, as calculated by three payments on the whole amount payable by the applicant.
- **Annual Re-Accreditation Fee** will be \$75.00, plus \$50.00 for new accreditation printed and laminated licence. *This can also be paid in two equal payments of \$65.00 monthly* - but MUST be pre arranged BEFORE accreditation.

- **Trainers Fees** will be a minimum of \$35.00 per hour - (If travelling no more than 10 Kilometres). A Travelling fee of 50 cents per kilometre will be charged over 10 k's, plus the training fee of \$35.00 per hour. Higher fees may apply under certain circumstances at the discretion of the trainer. All training fees MUST be paid as each session is begun or completed.
- **Sundry Fees and Administration Fees** may apply under certain circumstances at the absolute discretion of the "Members". All fees as per Sub Section (O) are a guide only and are subject to change at any time at the absolute discretion of "The Members".

Sect 2 -- Not For Profit Section

A – Subject to sect 1.2 (M) above – the company is declared as a Not For Profit Company – Limited By Shares. All such shares are transferrable amongst the Members. The real value of the company, excluding any "Good Will" is declared as three (3) \$10.00 shares. No member or other employees of The Company can take any bonus or financial gain, or any assets from the company save real remuneration in way of wages or direct training fees as defined under Sect 1(O), or on the Corporate Website.

B – Donations and Revenue Raising – As The Company is a not for profit company it can accept donations which will need to be lodged in a bank account quoted in 1.2 (Company Objects), in The Company Name. The Company is NOT A REGISTERED CHARITY, so it cannot 'solicit' funds by appeals or invoking fundraising by solicitation in any way. Any Such Funds are not available, nor can they be, distributed amongst its members. Subject To 2 (A).

C – Sponsorship – The Company can invoke any form of sponsorship, subject to the above Sect 2 (A and B). These funds would also need to be lodged in a bank account in The Company Name.

D – "Wind Up Clause" - (Dissolution Clause) – In the event that The Company is wound up or dissolved and deregistered, any surplus funds and/or assets available after the satisfaction of any unpaid debts and costs incurred in such an event, cannot be distributed amongst its members. The Only Funds and assets available to its members is the full value of their shares, presently 3 members at a \$10.00 share each. The Balance of any surplus assets or funds will be gifted to the Queensland Guide Dogs Association.

Section 3 - Company Members

A – Members – The Company can only have Share Holders as members, or affiliate members that understand all of the “Terms And Conditions” of The Company. Such Affiliate Members have no voting rights, nor any powers over the company which is exclusively vested in its Share Holders (members).

B – Cessation Of Membership – and Shares Register – Any member can only cease as a member under the following conditions:

* By Voluntary Resignation.

* By the majority vote of the other members if any conflict or disagreement were to arise.

* Due to a medically diagnosed condition by a licensed medical professional in writing, that The Member is incapable of continuing in their position as a member and of holding an office within the Company. Such can be by:

1 - Mental Illness, either temporary or chronic (Permanent).

2 - Death

3 - An Illness that renders them either permanently or temporarily incapable of fulfilling their duties toward the Company or have decided that their illness is severe enough that they voluntarily resign.

4 - Due to any criminal Conviction or conviction that renders them unable to continue, or due to an order placed against them under the Australian Corporations Act or The Australian Securities and Investment Commission, for a serious breach of corporate law.

5 – **A Shares Register will be declared in this Instrument**, as is accurate and correct, as declared by “The Secretary” and “The Members” under “Common Seal” as is defined herein at the time of printing. Any aviations to these declared shares or members and office holders must be declared, under Company Seal, in the appendix of this instrument.

6 - **Any member / Director / Officer / Employee of The Company** can be dismissed by the declared Legal Officer or Secretary of The Company at any time, if such does an act that brings The Company into disrepute, or commits an offence that is illegal and could attract criminal charges, regardless if the charges are ever laid. Written confirmation to the Member / Director / Officer / Employee will be given within 7 (Seven) working days of the dismissal. An appeal of the dismissal can be lodged with the Secretary within 7 (Seven) working days of the notice in writing being received by the dismissed person. The Secretary of The Company, must then forward the appeal to the Managing Director and a ‘Board Meeting’ for review. The decision of the appeal is then final and totally binding once the Managing Director makes a decision in the matter. If no appeal is received within the prescribed time, the decision of dismissal is also final. Any such dismissal will render the dismissed person ineligible to be re-instated to The Company in any way, unless after 1 (one) clear calendar year of final dismissal, further evidence defines the dismissal as reviewable, the final decision is then reviewed by way of a Full Board Hearing (By Private Vote), that decision is totally final.

Member 1 - Rhana Ann Smith - Director - Regional Manager / New South Wales, Victoria and Tasmania. DOB: 09/10/1947

Director Of Training - Senior Trainer (G5 int Ma).
1 (One) Share - \$10.00 - (ord paid)

Member 2 - Constance Patricia Van Oeveren - Director - Senior Trainer - (G5 int) DOB: 03/08/1933

1 (One) Share - \$10.00 - (Ord Paid)

Member 3 - Alexander Lloyd Jacob Van Oeveren - Managing Director - Secretary - Founder - Executive Legal Officer DOB: 03/04.1947

Senior Trainer - Company Executive Legal Officer - (G5 Int Ma).
Disability Discrimination Legal Advocate / Human Rights Attorney
1 (One) Share - \$10.00 - (Ord Paid)

C - If Any Member Is Dismissed, Resigns Or Dies as per Sect 3 B

1 - The Office does not need to be filled again of the departed member, or if such office is taken by another member, any such incident of dismissal or resignation / appointment, MUST be recorded in the Appendices and Register of this instrument Under Common Seal, duly signed by the Secretary.

2 - The offices of Managing Director and Secretary MUST be maintained under this constitution save that there are 2 (Two) or less Members, then The Company can operate with only 1 (One) or 2 (Two) director /s, the Offices then fall into the Managing Director's Duties, whomever that Member/Director agrees to take on that office.

NOTE: There MUST be a declared **Managing Director** for this Company to fulfil this instrument of "In Constitute Rules" under "Company Common Seal", such Managing Director will also be deemed as "The Chairman" and "Secretary" of The Company - such must be reported to ASIC under the Corporations Act , or as amended.

3 - A Temporary director can be appointed, but in most cases, the company is deemed to be able to run with One Member and One Director / secretary if circumstances so require - ref: Clause C(2) above.

4 - Any shares that are declared to any member who resigns or is expelled, also any member who is declared by medical certification to be unfit to continue, such share/s will be then vested in the remaining member/s by way of fully paid up purchase to the resigning member or their estate - (Duly Recorded by The Secretary under Company Common Seal) and reported to ASIC, also recorded in the appendices of this instrument.

5 - Affiliate members are those members who elect to become "Affiliated" with The Company. Such Members are defined as -

A - A private person / couple who wish to work with The Company, to assist with its objects. This membership will require an application form along with a \$50.00 Joining fee, then on the end of each Company Fiscal Year (31st

March each year, \$50.00 a year thereafter, or as may be announced by the Company each fiscal year. No application will be considered unless accompanied with the prescribed form and the prescribed fee.

B - A small or large business or organisation who wish to become an "Affiliate", a fee of \$150.00 for small business - (up to 20 paid employees and \$150.00 per fiscal year) - and a fee of \$300.00 for a larger business or organisation - (More Than 20 Paid Employees and \$300.00 per fiscal year). All requisites of clause (A) above will also apply save the different fees.

C - Any Affiliate Member who joins, automatically has accepted all of The Companies "Terms And Conditions", including "The Disclaimer" and the "Warning" and other parts of this instrument and Company Policies.

D - The Company cannot become affiliated with a Registered Charity, unless express permission for such is given by the regulating body of ether state or ASIC, including the Australian Taxation Office. We cannot however be responsible for any such Affiliate Body and their obligations of reporting and compliance to whatever government or controlling body, so therefore claim absolute indemnity for such affiliation and any such obligations of any other body or organisation affiliated to The Company.

E - All such "Affiliate Members" MUST be recorded in the Appendix, duly approved by a "Board Meeting" and then by "Company Common Seal".

Section 4 - The Nature Of The Company and its Trade Mark.

Trade Mark

The Trade Mark herein displayed is declared as a fully copyrighted "Trade Mark" of The Company.



Any dealing or display of this trade mark by other than The Company, without the express Written permission of the Members, along with an appropriate notation in the Appendices of this instrument is Strictly Forbidden. Any use of any kind is forbidden other than as already expressed and will be dealt with by the fullest extent of law.

A - The nature of The Company is a Registered "Special Purpose Company" with The Australian Securities And Investments Commission.

B - As a "Not For Profit Company", refer to "Not For Profit Section 2" of this instrument.

Section 5 - Our Trainers and “Program Training”

A - All of our trainers are as follows, as any other claims as trainers MUST be registered herein and be FULLY approved by a full board of directors meeting Under Common Seal:

1 - Rhana Annette Smith - Director Of Training - NSW, Victorian and Tasmanian Regional Manager (63 Yrs)

- International Grade Five Masters Trainer / Behaviourist / animal, Horse and Dog trainer. Qualified via The Company Accreditations and Courses. Disabled and has “Makita” (9 year old Cattle / Border Collie Dog Cross), a Grade Five High Demand Medical Detection and Cancer Detection Dog, trained by her own hand, accredited under the company accreditation standards with distinction.

2 - Judith Wright - Field Accreditation Officer- (74 Yrs) International Grade Five Masters Dog Trainer and Behaviourist. Qualified via company courses and accreditation with high distinction and honours in behavioural aspects. Disabled and Has “Jade” (4 year old Saint Bernard), a Grade Five High Demand Medical and Cancer Detection Dog, trained under company guides, but mostly by her own and husband’s hand. Accredited under Company Accreditation Standards with high distinction. Also trained to take her swimming and general water safety dog - this aspect trained by Judith and passed by the company accreditation standards with highest gradings and distinction.

She Also Has “Snuffy” (8 year old Saint Bernard), a Grade Five high demand trained Cart Dog to pull a cart for her to enjoy “Off Road” conditions. Also Water Safety Trained. This dog was entirely trained by Judith and Husband Garven - passed with high distinction by the company accreditation standards.

3 - Garven Wright - Field Officer - Field Accreditation Manager - Carer For Judith Wright - (60 Yrs) - International Grade Five Dog Trainer and Accreditation Specialist - Passed With Distinction and honours - also training “Gemma” ‘In Training’ - (Saint Bernard - 18 Months Old) - Training Gemma with for his wife Judith.

4 - Constance Patricia Van Oeveren (Carer For Her Husband Alex) - Accreditation Officer - (77 Yrs) - Grade Five International Dog Trainer and Behaviourist - Passed Company courses with honours and distinction. Currently Training “Kandos” (Miniature Poodle - 4 Months Old) with her husband Alex - also Company Social Officer.

5 - Alexander Lloyd Jacob Van Oeveren (63 Yrs) - International Grade Five Masters Dog Trainer / Behaviourist. Training Instructor and Company Secretary - Founder. Human Rights Attorney and Disability Discrimination Rights Legal Advocate - Company Executive Legal Officer. Disabled with “Kandos” (Miniature Poodle 4 Months Old) - ‘In Training’ with his wife Constance (Connie). Passed all courses via panel examination, as Alex wrote all courses, therefore needed to be examined “Independently”. Passed with distinction and high honours.

6 - Didier Henri Marchand (55 Yrs) - International Grade Four Dog Trainer - Company Accreditation Officer and Dog Handler - passed ALL Company Training Standards with distinction and Merit. (Not Disabled).

6 - Our Cadet Trainers Are -

1 - Brooke Rae McIver - (14 Years) - Grade Three International Cadet Trainer - passed all entrance examinations certification - (Age Related Highly Advanced - Under 18 years) - via her Grandmother - Rhana Smith - with distinction. Must work under supervised environments with any "Program Training".

2 - Jessica Lee McIver - (19 Years) - Grade Three International Cadet Trainer - passed entrance examinations and certification - Via her Grandmother - Rhana Smith. Must work under supervised environments with and under Company Certified Trainers for "Program Training".

Section 5B - Our Standards For Disability And Dog Training.

1 - NOTE: ALL trainers that work with children UNDER 18 YEARS - Via this instrument, MUST have a Blue Card, issued for workers with children, as this is also Australian Federal Law - infringement of this By-Law will invoke IMMEDIATE referral to the authorities for their appraisal and further action as the Company sees fit.

1b - All Adult Trainers working with a child (Under 18 years) - MUST be accompanied by another Company trainer (Blue Card Holder) - volunteer to alleviate all or any repercussions of sexual harassment of such a child.

2. Cadet Trainer (Child) - Under 18 but Above 12 Years Old - cannot work with any Company Controlled Animal or "Program Team", unless accompanied as in 1b above, and so also must be under such supervision at all times. This does exclude, if so decided by the Company Trainer at their absolute discretion, if such child is a DIRECT FAMILY MEMBER. A full application form MUST be lodged for each "Cadet" with The Company, signed by The Cadet and so witnessed by a consenting Guardian or authorised DIRECT FAMILY MEMBER. If such a trainer does supervise such a cadet singularly as per above, they also absolutely absolve and indemnify The Company in whole as part of these "Terms and Conditions" of any blame or actions arising out of such activities. Any Cadet must be nominated by a Company Member or Accredited Trainer then approved by The Company via a "Board Meeting", also then noted in the Appendix of this instrument under Company Common Seal.

3. Cadet Trainer Above 18 years old: As in (2) above, but does not need a guardian to sign the application. All "Trainee Trainers" will be called "Cadet Trainers" By The Company. To become a Company Trainer, ALL cadets must attain 21 years of age, also completing a minimum of 2 years documented with an Accredited Company Senior Trainer of Grade Four or above.

4. Company Dog and Disability "Program Team" trainer, must have completed all prescribed theory and practical examinations. Once ready to become "Accredited", such MUST complete a full field accreditation, a panel examination, theory examination that will be scrutinised by a PANEL of 2 (Two) Company Trainers. The accredited level of such a trainer will be set by the panel and such decision will be final. Full Company Terms And Conditions Via This Instrument will apply.

Section 6 - Application, Training and Accreditation Standards

A - "Program Training" is defined as our training standards and how The Company and its trainers dispense this training to a dog and its handler during the requisite term of that training, pertaining to the standard of training required in each and every case dependent on need and disability requisites of every applicant once accepted into such "Program".

PLEASE NOTE: *The Company does not train dogs, our "Programs" specifically target the JOINT work ethic of the Disabled Handler, their carer and the dog AS A TEAM - hence "Program Training" is stated in the loosely defined standards below.*

There are many and varied standards required for Program Training, listed here are a 'simplification' of those standards. To even attempt to fully define and document the full standards would require several hundred pages of highly technical definitions that would be quite out of place here - therefore, to facilitate "Plain English Interpretations", this instrument has defined them as follows.

1. A "Companion or Therapy Dog" for home use only, is still highly trained, but will not face the high pressure work of "Public Entrance", nor "Food Area Compliance" that a fully trained "Assistance Dog" will need to face, hence this standard will only require around 75 to 100 hours of training. Does NOT have "Public Entrance Certification" for "Food Area Compliance", nor for "Dog Prohibited Areas", save parks and accommodation Requisites. Is NOT public transport Certified.

2. A "Home Disability Therapy or Therapy Visitation Dog" is trained with its handler to enter hospitals, aged care facilities, children's wards and similar, so is specifically trained to these demanding standards for this specialised purpose, also for Home Therapy of a disabled person. No entrance certification as in (1) above, save Hospitals and Public Accommodation as in Public Housing, Private Rentals and Travel Accommodation, including, but not limited to, Motels and Caravan Parks.

3. An "Alternative Handler Full Assistance Dog" - is trained to assist a carer who is "Indirectly Handicapped" due to their caring for a disabled child, elderly person, or anyone that cannot effect direct control of an Assistance Dog themselves. This situation is rarer than others, but does give "The Carer" more freedom and access to Goods and Services otherwise not as available as that of a person not so effected. Hence this category is legal under the Australian Federal Disability Discrimination Act - 5th August 2009. (250 -to 350 hours is an expected regime), but varies with every case - Full high demand access is allowed, Food area Compliant and "Dog Prohibited Areas" access is permitted. "DDA 2009", also Public Transport, Air Travel, Taxis and Trains.

4. "An Assistance Dog" - A Fully Accredited "Assistance Dog Working Team", MUST involve the CARER, if no full time carer exists, then the Disabled Team will be accredited on their own, void of an Accredited Carer. No lesser standards will be considered for any "Program Working Team" than that what The Company Standards Demand, regardless of Disability, as this could effect Public Health and Safety. The Company will however be highly

sensitive to the type and formulation of training and accreditation methods to still comply with Company Standards and be conducive with the needs of the disabled handler and their Trained Dog. Full entry rights as per (3).

Section 7 - Meetings and Voting Rights

A - All meetings Within The Company will be deemed as either of two types of meetings -

1. Board Of Directors Meetings - Members / Directors Meetings - Held every 6 (Six) months - for "members only". These meetings can be held when required but MUST be held every Six Months at a minimum. Such shall be recorded by The Secretary and a Minimum of 5 (Five) working days notice of such meeting shall be given to all members and directors. Votes by proxy will be valid and also Phone or electronic means meetings will also be valid. A minimum of 2 (Two) members will be required to hold such a meeting, the Chairperson being one, or that the chair appoints another member in their stead IN WRITING by email or letter/Fax - (By Proxy).

2. Full Company Meetings - Such will include any Trainers and Company Officials (including any volunteers) will be also held if required. Votes can be taken across the meeting and such recorded by the Secretary. All of (1) applies in this type of meeting and The Members will always hold supreme at every stage of any decision for The Company, as they, via The Act, are responsible for the lawful running of The Company. An explanation of any votes not carried by The Members, will be explained to the next meeting or as is necessary at another time specified, for the full co-operation and operations of the company via this instrument.

The Appendix

The Meetings For Approval For This Instrument Meeting for the appointment of Members and Directors

1 - Meeting - 8th January 2010. - Phone Conference - Meeting Open 9AM.

Chairman - Alex Van Oeveren - No Secretary Appointed. Two Directors/members, all present, Alex Van Oeveren, Connie van Oeveren - also present - Non Member Rhana Smith.

Move to appoint Rhana as Member and NSW Regional Manager - Rhana agreed to pay \$10.00 for her share of The Company. Accepts The Positions. Shares fully paid and so recorded.

Moved Connie Van Oeveren
Carried Alex Van Oeveren

Move to appoint Rhana as Regional Director Of Training.

Moved - Connie Van Oeveren
Carried - Alex Van Oeveren - Rhana Accepts The Positions

Phone Conference as Directors Meeting (Board Of Directors) Closed 10AM

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Meeting 2 August 2010. - All Members Present - Via Phone Conference - Open 7PM

Move To Accept By Sacred Ascent this document of "In Constitute Rules and Governing Constitutional Instrument".

Moved by Alex Van Oeveren that the new constitution be adopted as presented.

Carried Unanimously, to be ascended as of 7.15 PM - 2 August 2010.

Move Connie that The Company adopts the "Common Seal" and Stamps as presented.

Carried Unanimously.

Move to accept all trainers and Cadet Trainers as indicated in this instrument.

Moved by Connie

Motion Carried Unanimously.

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Move To Accept Digital Pacific (Web Hosts For www.aiddogs.com.au) as our sponsors of the website and also affiliate Members. This cannot be changed, but by executive decision of the members as mentioned in this Instrument.

Noted Affiliate Members - as of 9th February 2010

1. Garven Wright - Independent Trainer as in Company Trainers.
2. Judith Wright - Independent Trainer as in Company Trainers

3. Didier Henri Marchand - Independent Trainer as in Company Trainers.
4. Digital Pacific - (Our Website Hosts and Sponsors) - as a Corporate Affiliate Member.

Note - All above Affiliate Members had been accepted as our "Team" and Sponsors before this instrument became ascended by the members. Hence no fees or membership costs will apply to them. However ALL new Affiliates mentioned here below, will be under the new scheme, hence will need to pay the appropriate fees.

NOTE: Mr Garven Wright and his disabled wife Judith Wright (Trainers herein defined), have had full and total authority from The Members to display and advertise the Company Trade Mark on their Iveco Van and Caravan. This was permitted before this instrument became ascended, but such is now also a part of this instrument of permission and "Terms And Conditions".