



## **CONSTITUTION**

NAME – The name of the Club is Healthy Pets Plus Limited.

### **INTERPRETATION – In this document:**

#### Term Definition

Additional Fees means any veterinary fees incurred by a member in respect of a relevant Companion Animal at a Greencross Vet that are not included in the Membership

Collections Act means the Collections Act 1966 (Qld).

Companion Animal means a domesticated feline, canine or avian.

Club means Healthy Pets Plus Limited.

Greencross Vets means Greencross Limited ACN 119 778 862 and any of its associated entities including but not limited to wholly and partly owned subsidiaries but excluding any pet emergency centres, specialty, laboratory, and crematoriums.

Liability for the purposes of rules includes any claim, action, suit, proceeding, investigation, inquiry, damage, loss, cost or expense.

Membership means, in respect of a person, membership of the Club as the membership relates to a single nominated Companion Animal.

Normal Retail Value means the usual retail cost (excluding discounts) to non-members for the relevant product or service as set by the 2 clinic that provided the product or service as at the date of provision.

Office means the office of the Club situated at such place as the Executive Committee may determine.

Executive for the purposes of rules means a person:

(a) who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Club; (b) who makes, or participates in making, decisions that affect the Club's financial standing.



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Proceedings for the purposes of rules, means legal proceedings and includes the outcomes of legal proceedings and any appeal about legal proceedings.

Resolution means an affirmative vote at any Executive Meeting of the Club.

Special General Meeting means a general meeting, other than an annual general meeting,

Year and Years for the purposes of rules, means the period from one Annual Executive Meeting to the next.

## **OBJECTS**

1. The objects of the Club are as follows:

(a) to educate members in relation to animal health and wellness of Companion Animals to ensure the Companion Animals of members live longer, happier and healthier;

(b) to promote wellness veterinary services for the benefit of the Companion Animals of members;

(c) to promote veterinary services and veterinary products for the benefit of the Companion Animals of members;

(d) to source discounted veterinary services and veterinary products for the benefit of the Companion Animals of members;

(e) to be a leader in animal welfare for Companion Animals; and

(f) to do all such other lawful things as are incidental or conducive to the attainment of the objects of the Club.

## **POWERS**

2. The Club has all the powers of a natural person and any other powers of a company under the Corporations Law, including, but not limited to, the following:-

(a) to procure, and from time to time renew, registration under any legislation or any amendment to it or exemption from the provisions of it as the Executive Committee will from time to time determine;



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(b) to raise money, including jointly, from any member, bank, society, corporation, company or person, by way of any overdraft, commercial bill, banking instrument, financial product, contract or otherwise and to guarantee or indemnify, or both, the liabilities or obligations of third parties and to mortgage, charge or encumber all or any part of the property and assets of the Club in support of it;

(c) to accept or refuse any gift, subscription, donation, endowment or bequest made to or acquired by the Club and to undertake, execute and carry out any charitable or other trusts conducive to the objects of the Club;

(d) to print or publish any newspapers, booklets, leaflets, periodicals, articles, papers, studies or internet based components that the Club may think desirable for the promotion of its objects;

(e) to apportion as the Club sees fit and from time to time alter and rearrange the financial responsibilities of the Club;

(f) to delegate such powers and authorities of the Club as it thinks fit to any person or persons from time to time to the service of the Club or to discharge any person or persons to the service of the Club. The person or persons to the service of the Club to consist as the Executive Committee may think fit;

(g) to purchase, lease, hire or otherwise acquire any real or personal property or any rights or privileges which may be deemed necessary or convenient for any of the purposes of the Club;

(h) to construct, develop, maintain and alter any buildings or premises necessary or convenient for the purpose of the Club;

(i) to sell, improve, manage, develop, exchange, lease, gift, mortgage, place under option, dispose of, turn to account and otherwise deal with either absolutely, conditionally or for any limited interest, all or any part of the property and assets of the Club for such consideration as the Club may think fit with power on any sale to allow any time or times for payment of the whole or any part of the purchase money arising from such sale, either with or without interest in the meantime, and if with interest then at such rate or rates as the Club may think fit, and either with or without security as the Club may think fit;

(j) to donate, lend and advance money or give credit or give and transfer money without consideration to the Club or any other society, organization, individual or body having objects similar to the objects of the Club;



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(k) to grant, create and transfer such easements of way, drainage, light, air or support or any other easements of any kind over, upon or affecting the property of the Club or any part or parts of it as the Club may appear or expedient, and to surrender or accept the surrender of any easement;

(l) to invest the monies and funds of the Club not immediately required for any of its objects in any one or more of the investments following:

(i) in the purchase of or advances upon Government securities of the Commonwealth of Australia or the State of Queensland;

(ii) in the purchase of real estate of freehold tenure;

(iii) in the purchase or acquisition of equities of redemption or any other outstanding interest in respect of any property the subject of a security held by the Club under which default has been made;

(iv) in advance upon the security of City, Municipal, Shire, Borough or other rates, tolls or dues which may be authorized to be raised or charged by or under the authority of any Act of the Commonwealth or any State;

(v) in the purchases of or advances upon any bonds, debentures, mortgages, or other securities of any City, Municipality, Shire upon any undertakings or works or upon rates, tolls, revenues leviable or obtainable throughout;

(vi) in any shares in any company where such shares may have been given or bequeathed to the Society and in paying calls on such shares or in taking up shares in new issues by any such company;

(vii) in financial products or through banking instruments or contracts; and (viii) in such other manner as may from time to time be determined and vary such investments from time to time for any other or others of the kind described and to sell any sell property so purchased for money or for valuable consideration and purchase other or others or otherwise invest the proceeds of sale also to leave money for period at current account with any bank;

(m) to apply for and obtain any special Act of Parliament calculated to promote or advance the interests of the Club;

(n) to take such lawful steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions



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to the funds of the Club in the shape of donations, annual subscriptions or otherwise and to print and publish any newspaper, periodicals, books, leaflets or electronic media that the Club may think desirable for the promotion of its objects;

(o) to make or adopt, or both, rules or By-Laws, or both, for the management and control and regulation of the Club and of the executives and employees of it and to alter or rescind such rules or By-Laws, or both, or any of them;

(p) to institute, conduct, defend or compromise proceedings either at law or in equity by or against the Club or executives or employees of it;

(q) to establish and maintain relations with bodies having similar objects throughout the Commonwealth and the world; and

(r) to undertake and execute any trusts for the purposes of directly or indirectly carrying out the objects of the Club as detailed in this document; and

(s) in dealing with third parties the following applies:-

(i) no person, including any bank or financial institution, who advances or lends money to or deals with the Club, is bound to enquire as to the:

(a) extent of the powers of the Club; or

(b) propriety of any act done by the Club; or

(c) application by the Club of any money advanced or loaned,

but such a person is at all times entitled to assume that the acts of the Club and members of the Executive Committee are done in pursuance of their powers and duties; and

(ii) a third party may assume that:

(a) this document has been complied with;

(b) any member of the Executive Committee or employee or delegate of the Club with whom they have dealings properly performs their powers and duties;

(c) any member of the Executive Committee or employee or delegate of the Club with whom they have dealings properly performs their powers and duties;

(d) a document has been duly executed under the seal of the Club if the Club's seal has been fixed to the document and witnessed in accordance with rule 50; and



(e) any member of the Executive Committee, employee or delegate of the Club that issues a document or a certified copy of a document also has authority to issue that it is a genuine or true copy.

## **INCOME AND PROPERTY**

3. The income and property of the Club must only be applied towards the promotion and realisation of the objects of the Club as detailed in this document.

4. No portion of income and property, whether during the term of the Club or upon its winding up, may be paid or transferred, directly or indirectly, to any member, Executive or employee of the Club, however payments can be made to an Executive or employee of the Club or other person:-

(a) in return for services rendered, or goods supplied, by them to the Club or a Club member in the ordinary and usual course of business; or

(b) for principal payments on money lent by them for any purpose to the Club and interest payments on any money borrowed from them if the interest does not exceed commercial rates; or

(c) for reasonable and proper rent for premises leased by them to the Club.

5. Other than as provided in rule 16, no member of the Executive Committee or any governing body of the Club may be appointed to:

(a) any salaried office of the Club; or

(b) any office of the Club paid by fees.

6. Other than as provided in rule 4, no remuneration or other benefit may be paid to any member of the Executive Committee or any governing body except for;

(a) allowances made for transport, meals, accommodation, continued professional development, uniforms and otherwise, deemed by the Executive Committee as required to maintain a professional standard of appearance, knowledge and conduct during the promotion and realisation of the objects of the Club, as described in this document;

(b) repayment of reasonable out of pocket expenses;



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(c) interest payments on any money borrowed from them if the interest does not exceed commercial rates; or

(d) reasonable and proper rent paid for premises leased to the Club.

7. True accounts must be kept of the sums of money received and expended by the Club and the matters in respect of which such receipts and expenditures take place and of the property, assets and liabilities of the Club. Financial statements must be prepared by one or more properly qualified Auditor or Auditors if required by the Corporations Law.

## **EXECUTIVE COMMITTEE**

8. The Executive Committee consists of:

(a) the Executive Director;

(b) the Chairman; and

(c) the Secretary.

9. The Executive Director shall be the Managing Director (including a person acting temporarily in that position), from time to time, of Greencross Limited ACN 119 778 862.

10. The term of appointment for the Executive Director shall be the term of that person's tenure as Managing Director of Greencross Limited ACN 119 778 862 and upon that person's tenure as Managing Director ceasing, so shall the appointment of that person as Executive Director by way of this rule.

11. The Executive Director will be ex-officio.

12. Subject to rules 10, 13 and 14, the terms of appointment for each Executive of the Executive Committee is life-long.

13. Any Executive of the Executive Committee may resign from the Committee at any time by giving notice in writing to the Club and the resignation will take effect at the time the notice is received by the Club unless a later date is specified in the notice as when it is to take effect from.

14. The Chairman and the Secretary may be removed from office at a General Meeting of the Club, however, at that meeting that person must be given the opportunity to fully present his or her case.



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15. The Executive Director will have the power to co-opt any Executive or Executives to act in any capacity during such times as he or she thinks fit with power to define, limit or restrict the duties of any such appointee.

16. A person is ineligible for appointment to the Executive Committee if they are a paid employee of the Club, except for the Executive Director and one other person.

### **COMPOSITION OF EXECUTIVE COMMITTEE**

17. It is intended that the Executive Committee be comprised of members with:

(a) a broad range of experience, expertise, skills and contacts relevant to the Club and its activities and the Executive Committee must periodically determine what the priority requirements are;

(b) commitment to the objects of the Club;

(c) an ability to work constructively as an Executive of an Executive Committee;

(d) appropriate communication skills; and

(e) capacity to commit the necessary time to the Executive Committee.

### **MANAGEMENT**

18. The affairs and property of the Club will be managed by the Executive Committee who may exercise all the powers and functions of the Club.

19. The Executive Committee may, by majority vote, borrow, raise or secure the payment of money for the purposes of the Club from time to time in such amount or amounts as it thinks fit and secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement included or to be entered into by the Club in any manner and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Club's property, both present and future and to purchase, redeem or payoff any such securities and to borrow monies at interest or otherwise, whether the term of the loan be short or long and to mortgage or charge its property or any part of it and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Club, and to provide and payoff any such securities.





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20. The Executive Committee may exercise all of the powers of the Club and invest the moneys of the Club in such manner as the Executive Committee thinks fit subject to Section 21 of the Trusts Act 1973 (Qld).

### **OPERATION OF BANK ACCOUNT**

21. Bank accounts of the Club may be operated upon by the signatures of any two (2) persons who are authorised from time to time by the Executive Committee.

### **GENERAL MEETINGS**

22. An Annual General Meeting must be held no later than five (5) months after the date of the close of the financial year. The date will be fixed by the Executive Committee and at least fourteen (14) days' notice must be given to all parties the Executive Committee intends to invite. The business of such meetings will be:

- (a) to read the minutes or confirm the minutes of the previous Annual General Meeting as circulated and of any Special General Meetings held during the preceding year;
- (b) to receive the Annual Report;
- (c) to receive an Auditor's Report, if required by the Corporations Law;
- (d) to receive the financial statements, including a balance sheet;
- (e) to appoint an Auditor;
- (f) to appoint an Honorary Solicitor, if the Club elects to do so; and
- (g) to consider any other business which may be properly brought before the meeting.

23. A Special General Meeting may be called by the Chairman at any time.

24. Any such written request must state the purpose for which the Chairman requires the meeting to be called.

25. Until otherwise determined by a general meeting, the quorum for all general meetings shall be four (4) Financial Members and no business shall be transacted at any general meeting unless a quorum is present.



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26. At any General Meeting of the Club all members present are entitled to speak, but voting will be confined to Executives of the Executive Committee. Voting (except on a motion for the expulsion of an Executive, in which case a secret ballot will be held in such manner as the Chairman may determine) will be by a show of hands unless there is a request for a secret ballot.

27. Should no quorum be present within thirty (30) minutes after the time appointed for the meeting, such meeting will stand adjourned to a later date to be determined by those present.

28. The Secretary must give notice of the date to which such meeting is adjourned, and the adjourned meeting whether or not a quorum is present will have power to proceed with the business of the meeting, if the Executive Director is present.

29. The Chairman may with the consent of any meeting at which a quorum is present (and will if so directed by the meeting), adjourn the meeting from time to time and from place to place but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting must be given as if it were an original meeting. It is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

#### **AUDITOR, HONORARY SOLICITOR & OTHER PROFESSIONALS**

30. An Auditor to be recommended by the Executive Committee may be appointed annually at the Annual General Meeting. The Auditor must be a person as prescribed in the Collections Act and must not be an Executive of the Club.

31. An Honorary Solicitor to be recommended by the Executive Committee may be appointed annually at the Annual General Meeting.

32. Any professional or consultant recommended by the Executive Committee may be appointed as required on a fee for service basis or otherwise.

#### **EXECUTIVE COMMITTEE MEETINGS**

33. The Executive Committee must meet at least once every three (3) months to exercise its functions.



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34. The Executive Director, Chairman or Secretary may summon a meeting of the Executive Committee at any time, provided that all Executives are previously notified.

35. The Executive Committee may adjourn or otherwise regulate its meetings as it thinks fit.

36. Should no quorum be present within fifteen (15) minutes after the time appointed for the meeting, the meeting must be abandoned provided that if those present include the Executive Director, such Executive Committee people may proceed to dispatch any business of the Club which in the opinion of those present should not be postponed.

37. Questions arising at any Executive Committee Meeting must be decided by a majority of votes, with the Executive Director being given the power of veto.

Use of electronic communication technology in meetings of the Executive Committee

38. An Executive of the Executive Committee may take part in a meeting of the Executive Committee through the use of electronic communication technology if:

(a) the electronic communication technology reasonably allows each of the Executives to hear and participate in discussions as they happen; and

(b) the member can hear and participate in discussions:

(i) at the opening of; and

(ii) during; and

(iii) at the closing of,

the meeting; and

(c) the Executive gives the Secretary at least twenty four (24) hours' notice (or such lesser notice as agreed with the Secretary) of their intention to take part in the meeting through the use of electronic communication technology.

39. If an Executive takes part in a meeting of the Executive Committee through the use of electronic communication technology, they are taken to be present at the meeting and to constitute part of the quorum.

40. An Executive will be taken to have attended the meeting of the Executive Committee and constituted part of the quorum even if the electronic communication technology temporarily fails during the meeting or the Executive is prevented from hearing and



participate in discussions for a temporary period of time, unless the discussions that took place during that temporary period of time (for which the person was prevented from hearing and participating in the meeting) would render it unreasonable to do so.

41. The use of electronic communication technology may include, but is not limited to, the use of teleconferencing or video conferencing.

## **MINUTES**

42. The Secretary must enter full and accurate minutes of all questions, matters, resolutions and proceedings of every Executive Committee and General Meeting into a book. The minutes of the meeting will be authenticated by the Chairman for accuracy purposes.

## **SUB-COMMITTEES**

43. The Executive Committee may delegate any of its powers to a Sub-Committee consisting of one or more Executives or any other person or persons as the Executive Committee thinks fit. Any Sub-Committee formed or person or persons appointed to the Sub-Committee must, in the exercise of the powers delegated, conform to any regulations that may from time to time be imposed by the Executive Committee.

44. The Executive Committee may delegate any of its powers to a Sub-Committee consisting of individuals considered appropriate by the Executive Committee to help with conduct of the Club's operations. The Executive Committee will be responsible for determining the terms of reference for the Sub-Committee.

45. A Sub-Committee delegate who is not an Executive is not entitled to vote at an Executive Committee Meeting.

46. At least one Executive must be, at all times, a component of a Sub-Committee but the voting rights of that one Executive will not be affected.

47. The Executive Committee may dissolve any Sub-Committee at any time and may veto or over-rule the decision of any Sub-Committee.

48. A Sub-Committee may meet and adjourn as it considers appropriate.



## **SEAL**

49. The Executive Committee must provide for the safe custody of the Seal which must only be used by the authority of the Executive Committee, and every instrument to which the Seal is affixed must signed by the Executive Director and must be counter-signed by another Executive Committee member of the Club.

## **ANNUAL REPORT & FINANCIAL STATEMENTS**

50. The financial year of the Club ends on 30 June each year to which the day the accounts for the Club will be balanced.

51. As soon as practicable after the close of the financial year, an Annual Report of the activities of the Club during the past year must be prepared.

52. Financial statements, including a balance sheet, showing the income and expenditure of the Club during the past year must be prepared and the same together with the books of the Club must be reviewed or audited, if either is required under the Corporations Law, by the Club's Auditor who must furnish the report to the Executive Committee.

53. The Annual Report together with the financial statements, including a balance sheet, must be presented to the next Annual General Meeting.

## **AMENDMENT**

54. This document may be amended by Resolution in General Meeting but not otherwise.

55. The Executive Committee may from time to time make amendments and develop policies consistent with this document for the internal management of the Club and any policy may be set aside by a General Meeting.

## **INDEMNITY**

56. The Club must indemnify each member of the Executive Committee or a Sub-Committee to the maximum extent permitted by law, against any Liability incurred by them because of their holding office as, and acting in the capacity of, an Executive of the Executive Committee of the Club.



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57. The Club may indemnify an employee, who is not an Executive of the Executive Committee to the maximum extent permitted by law, against any liability incurred by them in respect of a Liability, other than:

(a) a Liability owed to the Club or a legal entity related to the Club; or (b) a Liability owed to a person or legal entity other than the Club that did not arise out of conduct in good faith.

58. The Club may indemnify an employee, who is not an Executive of the Executive Committee of the Club, to the maximum extent permitted by law, against any Liability for legal costs incurred in respect of a Liability other than for legal costs incurred:

(a) in defending or resisting Proceeding in which the employee is found to have a Liability for which they could not be indemnified under rule 58; or

(b) in defending or resisting criminal Proceedings in which the Employee is found guilty.

## **INSURANCE**

59. The Club may pay a premium for a contract insuring a person who is or has been an Executive of the Executive Committee or Sub-Committee of the Club acting in that capacity against:

(a) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or

(b) a Liability arising from negligence or other conduct.

60. The Club may pay a premium for a contract insuring a person who is or has been an employee of the Club, acting in that capacity, but who is not an Executive of the Executive Committee of the Club against:

(a) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or

(b) a Liability arising from negligence or other conduct.

## **DEED OF ACCESS & INDEMNITY**

61. The Club may enter into a deed of access and indemnity with present and future Executives of the Executive Committee to evidence an agreement to grant access to all



records of the Club and indemnify against all liabilities incurred as an Executive of the Executive Committee.

## **DISPUTE RESOLUTION**

62. The Executive Committee must, in good faith, try to resolve between themselves any dispute arising out of, or in relation to, this document or any by-law, policy, procedure or code of practice of the Club.

## **DISSOLUTION**

63. The Club will be dissolved:

(a) if the Executive Committee is less than two (2) persons for a period of 3 consecutive months; or

(b) if a resolution to that effect is carried by a vote at an Executive Committee meeting, if the Executive Director agrees on the vote.

64. The property and other assets of the Club remaining after all expenses and other liabilities must be transferred to an organisation, fund, authority or institution having similar objects to the society, to which income tax deductible gifts can be made as the Executive Committee may decide.

## **NOTICES**

65. Any notice required to be given pursuant to this document will be deemed to have been duly given in either manner listed below:

(a) If forwarded by pre-paid post. Any notice given in this manner will be deemed to have been received in this manner three (3) business days after the day on which it was posted.

(b) A statutory declaration by any Executive of the Executive Committee who attended to or supervised the posting of notices declaring to the date and time on which the notices were posted will be conclusive evidence of the posting of the notice.



(c) If placed in the public notices or public announcements or similar column of a weekend edition of The Courier Mail or The Australian.

(d) The Executive Committee will, in its absolute discretion, determine the manner in which notice is to be given for each meeting having regard to the nature of the meeting and the business to be transacted at it.

66. The non-receipt of notice or invitation of any General Meeting by any person or persons entitled to such notice will not invalidate any of the proceedings at such meeting or any resolutions passed at it.

## **MEMBERSHIP**

Eligibility for membership

67. Persons of either sex over the age of eighteen (18) years, who own a Companion Animal, are eligible for Membership.

68. Membership is given in respect of a nominated Companion Animal of the member. If the member has more than one Companion Animal, the member can take out multiple memberships for each Companion Animal. The class of any Membership taken out is for the benefit of the nominated Companion Animal of the member only.

### **Classes of Membership**

69. There are three (3) classes of members, namely:

(a) Financial Members;

(b) Life Members; and

(c) Honorary Members,

the number of members outlined in (a), (b) and (c) being unlimited.

70. A member may become a Life Member in respect of a nominated Companion Animal on payment of the amount fixed, from time to time, by the annual general meeting as the subscription for life membership for that type of Companion Animal or upon the Executive Committee determining, in its absolute discretion, that life membership should be bestowed upon a person. A Life Member has all the benefits and privileges of Financial Membership, but is not required to pay any annual subscriptions for the period of the life





membership. A person may only hold life membership in respect of a nominated Companion Animal for the period of ownership of that Companion Animal and ceases upon the Life Member no longer owning that animal.

71. A person becomes a Financial Member when the Executive Committee accepts the application of that person and the first subscription (or instalment thereof) relating to that category of membership has been paid. If there is a waiting list for Financial Membership, the committee must deal with applications in the order in which they were lodged.

72. Honorary Membership may be awarded to any person (dead or alive) only on the recommendation of the Executive Committee and if that person has, in the opinion of the Executive Committee, given outstanding service to the association over a long period of time. Honorary members are elected at the annual general meeting. An Honorary member has all the benefits and privileges of Financial Membership, except the right to become or remain a member of the Executive Committee, and is not required to pay any annual subscription.

73. The Executive Committee must periodically determine the amount of the subscription fee for Financial, Life and Honorary Membership (including any instalment plan). This will be determined by 1 July each year for the proceeding year.

74. The Executive Committee may determine that Financial Membership may consist of three levels, being:-

- a. Platinum;
- b. Gold;
- c. Silver,

and the benefits and privileges of each level of membership from time to time shall be set out in the by-laws of the Club.

#### **Admission and rejection of new members**

75. New membership applicants are to be considered by the Executive Committee who must either allow or reject the application provided always that the Executive Committee may postpone its decision to its next regular meeting for the purpose of making enquiries or obtaining further information or if time constraints force the postponement.

76. An applicant whose application is accepted will become a member on the passing of a resolution by the Executive Committee accepting the application. Special circumstance



may be made for Honorary classed members on the discretion of the Executive Committee.

77. An applicant whose application for Membership is not accepted will be refunded any part of the subscription fee paid for that proposed Membership less an amount equal to the usual retail value of products and/or services provided by Greencross Vets in anticipation of acceptance of the proposed Membership.

### **Period of Membership**

78. The period of Membership shall be a minimum of twelve months from the date of application for Membership or date of renewal of Membership, whichever is applicable.

79. The Club will issue the member a notice of renewal of the Membership no later than one month before the expiry date of the Membership and will advise the member as to the subscription fee for the next Membership period. The Club will also provide a schedule of payments for the proceeding twelve month periods to be published on the Greencross Vets website.

80. Membership will be renewed by the Club for a further period of twelve months unless the member gives prior notice that they wish to terminate their Membership.

81. At the first anniversary of a Canine Puppy Membership or Feline Kitten Membership, that Membership will be renewed and upgraded to the Canine and Feline memberships and the appropriate subscription fee will be payable.

82. Despite any other provision of this Constitution, the Club reserves the right, at the Club's absolute discretion, to refuse to renew a member's Membership.

### **Assignment of Membership**

83. A member must not nominate a different Companion Animal during the period of any current Membership.

84. In the event that a member no longer owns the Companion Animal referred to in rule 68 and has given written notice to the Club, the member will no longer be obligated to pay the remaining instalments of the subscription fee. However, the member will be required to make a lump sum payment being the lesser of:

i. The instalments of the subscription fees still owing for the membership period: or



ii. For the relevant membership period, the Normal Retail Value of the products and services received less the total of the instalments paid and any Additional Fees.

85. In the event of the sale, bequeathing, gifting or other disposal of ownership of a Companion Animal during a membership period, the former owner (or in the event of the death of the former owner, that person's legal personal representative) ("the Assignor Member") may agree with the recipient ("the Assignee Member") that the Assignee Member will continue the relevant Membership, in which case rule 86 shall apply.

86. The Assignor Member is liable for, and shall to continue to pay, the Assignor Member's remaining instalments of the subscription fee, and the Assignee Member will not be entitled to the benefit of the membership, until the Assignee Member has provided a direct debit authority on the Assignee Member's nominated bank account for the Club to deduct the amount of those remaining instalments (as monthly payments). The Assignee Member will then be bound by all the terms and conditions set out in the constitution of the club and its by-laws.

87. The Assignor Member will bound by this Constitution and any by-laws until assignment of the membership in accordance with rule 86 has been effected.

#### Payment of Subscriptions

88. The initial Membership subscriptions will be payable, at the member's discretion, either in full upon application, or as follows:-

a. an amount equal to 25% of the annual subscription fee for the requested type of membership; and

b. the balance of 75% of the annual subscription fee for the requested type of membership shall be payable in equal monthly instalments commencing one month after application for, or renewal of, Membership.

Upon renewal of the Membership subscriptions, it will become payable at the member's discretion, either in full upon renewal, or 100% of the annual subscription fee shall be payable in equal monthly instalments commencing on the renewal date of the Membership.

89. The amounts payable under rule 88 shall be paid by direct debit from the member's nominated bank account.



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90. The subscription fee for each type of membership will be reviewed by the Executive Committee as at 1 July each year and the new subscription amount in respect of any member will be payable from the date of the next renewal of membership. The subscription fee will be published on the Greencross Vets website. Or such other website as the Executive Committee shall determine from time to time.

### **Other Costs**

91. A dishonour fee in an amount set by the Executive Committee from time to time shall be payable by a member for each occasion that an instalment of the subscription fee is dishonoured by the member's bank.

### **Termination of membership**

92. A person ceases to be a member of the Club if:

(1) the annual subscription or any other money owed by the member is more than one month overdue; and

(2) a letter or email has been sent to the member stating —

(a) that the subscription or other amount is overdue, and

(b) that membership will be cancelled if the money due is not paid within one month of the date of the letter; and the amount stated in the letter has not been paid at the end of that time.

95. A person ceases to be a member of the Club if:

(1) the member has given written notice that the member does not wish to renew their Membership at the expiry of the current period of Membership; or

(2) the Executive Committee, acting reasonably, has determined that a member has breached or abused, or attempted to breach or abuse, the Club's Constitution or by-laws, whether on one, or more than one, occasion; or

(3) the member terminates their Membership at any time during the initial period of Membership (other than expiry or pursuant to rule 97);

(4) the Club refuses to renew the member's Membership at the expiry of the current period of Membership pursuant to rule 82.

96. A person whose Membership has been terminated pursuant to rule 95 (2) or (3) shall:-



- a. be immediately liable for the balance of their subscription for the relevant period of membership and that amount shall be recoverable by the Club as a liquidated debt; and
- b. not be entitled to any further benefits under the relevant membership.

97. A person ceases to be a member of the Club if the member gives written notice of termination of their Membership within a period of three months from the date of commencement of the person's initial Membership.

98. With the exception of a member terminating in accordance with rule 95 (3), a person ceases to be a member of the Club if the member gives at least one month's written notice of termination of their Membership during the period of Membership.

99. If a member terminates their Membership pursuant to rules 97 or 98, the member will be immediately liable to pay the Club an amount equal to the lesser of:

- i. The remaining subscription fees owing for the membership period; and
- ii. For the relevant membership period, the Normal Retail Value of the products and services received less the total of the the instalments paid and any Additional Fees.

### **Register of members**

100. A register must be kept of all members of the Club which shows the full name, address, sex, date of admission and level of Membership of each member.

### **Privacy**

101. The member agrees that the administration of the Club and the services provided pursuant to membership will be provided exclusively by Greencross Vets. Accordingly, the member agrees that any information obtained by the Club will be given to a relevant Greencross Vets entity as is necessary to effect the objects of the Club.

102. Prior to any products or services being provided by Greencross Vets pursuant to a member's Membership, the member shall agree with the relevant Greencross Vets entity that the member consents to the Greencross Vets entity disclosing the details of such products or service (or any future supply of products or services) to Greencross Vets and/or the Club as is necessary to effect the objects of the Club.

102. In the absence of express consent in accordance with rule 102, acceptance by a member of any products or services pursuant to a member's Membership or proposed Membership shall be deemed to be consent in accordance with that rule.



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### **Microchipping**

103. Unless microchipping is included as a benefit of Membership under a membership plan, it is a condition of Membership that the relevant Companion Animal must be microchipped, at the member's expense, prior to acceptance of the Membership by the Executive Committee.

104. Where microchipping is a benefit of Membership under a membership plan, the member's must consent to the microchipping of the relevant Companion Animal.