

4 December 2013

ASX RELEASE

Company Announcements Office Australian Securities Exchange Limited

DIVIDEND REINVESTMENT PLAN

The Board of Amcom Telecommunications Ltd has decided to introduce a Dividend Reinvestment Plan ("DRP"). The DRP was introduced in response to shareholder enquiries about such a plan and as part of the company's ongoing capital management strategy. Many ASX listed companies operate DRP plans and evidence shows they are well supported by shareholders, particularly amongst individual investors as an effective way of building their investments.

Amcom invites all eligible shareholders to participate in the DRP subject to the DRP rules. The DRP will be available for the interim dividend for the 2013/2014 financial year and apply for subsequent dividends unless notice is given of its suspension or termination.

The DRP allows eligible shareholders to reinvest part or all of their dividends into new Amcom shares. It is an easy and cost effective way to increase investment in Amcom. Shares to be issued under the DRP will be priced based on the volume weighted average market price (VWAP) of Amcom shares traded on the ASX during the five days immediately following the record date. A discount to the VWAP may apply and will be announced at the time of declaring the dividend. Shares provided under the DRP will be free of brokerage and other transaction costs. DRP shares will be issued as soon as practical to participating shareholders following the payment of the dividend.

Attached are documents mailed to shareholders today and the DRP rules.

For further comment and information:

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About Amcom

Amcom is an award-winning, ASX listed, IT and Telecommunications company employing over 340 talented people across Australia.

Through the delivery of innovative, flexible and cost effective solutions and superior customer service, Amcom has become the provider of choice for the converging Information, Communication and Technology (ICT) needs of business and government across Australia.

Amcom's product set includes national data network access delivering business grade data and internet services, business class IP voice, cloud solutions and managed services; all supported by our extensive fibre-optic network and an extensive range of ICT advisory, integration and security solutions. For further information, visit: www.amcom.com.au

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Dear Shareholder

Introduction of Dividend Reinvestment Plan

The Board of Amcom Telecommunications Ltd has decided to introduce a Dividend Reinvestment Plan ("DRP"). The DRP was introduced in response to shareholder enquiries about such a plan and as part of the company's ongoing capital management strategy. Many ASX listed companies operate DRP plans and evidence shows they are well supported by shareholders, particularly amongst individual investors as an effective way of building their investments.

amcom

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Enclosed with this letter are:

- Personalised DRP election notice
- Frequently asked questions booklet

To make your election to participate in the DRP, please return your completed DRP election notice in the reply paid envelope or make your election online at www.investorcentre.com, and click on "Update My Details". DRP elections need to be received by the share registry, Computershare, on or before 5pm (WST) on the record date in order to be applicable for the following dividend. Shareholders who wish to keep receiving all of their dividends in cash don't need to take any action.

A full copy of the DRP rules was lodged with the ASX and is also available on the Amcom website (www.amcom.com.au/investor), or by contacting the share registry. Enquiries relating to the administration of the Plan should be addressed to:

Computershare Investor Services Pty Limited Level 2, 45 St Georges Terrace Perth Western Australia 6000 Australian Shareholder Line 1300 850 505 Overseas Shareholder Line +61 3 9415 4000 Fax +61 3 9473 2500

Yours sincerely,

Tony Grist Chairman



⊢ 000001 000 AMM

FLAT 123 123 SAMPLE STREET THE SAMPLE HILL SAMPLE ESTATE SAMPLEVILLE VIC 3030

MR SAM SAMPLE

Return your information:

Online: www.investorcentre.com/contact



Computershare Investor Services Pty Limited GPO Box 2975 Melbourne Victoria 3001 Australia

Enquiries: (within Australia) 1300 850 505 (international) +61 3 9415 4000

Securityholder Reference Number (SRN)

SRN WITHHELD DEC

Service For your security keep your SRN/HIN confidential.

Dividend Reinvestment Plan

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Α	Dividend Re	einvestment	t Plan (DRP)						
	AL	ALL Please mark this box with an 'X' if you wish all of your holding to participate in the company's DRP.							
	X PAF	रा			Show the number of securities participate in the company's D	,			
В	Sign Here -	This sectio	n <u>must</u> be signed	l for your instruction	ons to be executed.				
	I/We authorise you to act in accordance with my/our instructions set out above. I/We acknowledge that these instructions supersede and have priority over all previous instructions in respect to my/our securities. Where I/we have indicated participation in the Dividend Reinvestment Plan, I/we hereby agree to be bound by the Terms and Conditions of the Dividend Reinvestment Plan.								
Individual o		al or Securityholder 1		ırityholder 2	Security	nolder 3			

Director/Company Secretary

Director

Note: When signed under Power of Attorney, the attorney states that they have not received a notice of revocation. Computershare Investor Services Pty Limited needs to sight a certified copy of the Power of Attorney. Date - Day

Month

Sole Director and Sole Company Secretary

Year



How to complete this form

A Dividend Reinvestment Plan (DRP)

Complete this section if you wish to have your cash dividends reinvested in the form of more company securities.

If you wish to reinvest all of your securities in the company's DRP, please cross the box marked ALL.

If you wish to reinvest part of your securities in the company's DRP, please show the number of securities that you wish to participate.

Please note that an election to participate fully in the Dividend Reinvestment Plan will override any instruction on the registry record regarding direct payment of cash dividends into a nominated account.

This instruction only applies to the specific holding identified by the SRN/HIN and the name appearing on the front of this form.

Signature(s)

В

If you have chosen to have your cash dividends fully or partially reinvested into company securities and you have completed Section A, you must sign this form as follows in the spaces provided:-

Joint Holding:where the holding is in more than one name, all of the securityholders must sign.Power of Attorney:to sign under Power of Attorney, you must have already lodged this document with the registry. If
you have not previously lodged this document for notation, please attach a certified photocopy of
the Power of Attorney to this form when you return it.Companies:where the company has a Sole Director who is also the Sole Company Secretary, this form
must be signed by that person. If the Company (pursuant to section 204A of the Corporations Act
2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this
form must be signed by a Director jointly with either another Director or a Company Secretary.
Please indicate the office held by signing in the appropriate place.

Please return the completed form to:

Computershare Investor Services Pty Limited GPO Box 2975 Melbourne VIC 3001 Australia



Dividend Reinvestment Plan Rules

Amcom Telecommunications Limited ABN 20 062 046 217

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Amcom Telecommunications Limited

ABN 20 062 046 217

Dividend Reinvestment Plan Rules

1. Definitions

In these Rules, unless the context otherwise requires:

ASX means ASX Limited ACN 008 624 691 trading as the Australian Securities Exchange.

Board means the board of directors of the Company.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Western Australia.

Company means Amcom Telecommunications Limited ABN 20 062 046 217.

Constitution means the constitution of the Company from time to time.

Holding means a registered holding of Shares.

Listing Rules means the listing rules of ASX as they apply to the Company from time to time.

Notice of Participation/Variation means an application to participate in the Plan, a notice to increase or decrease the number of Shares in a Holding which are to be subject to the Plan or a notice to terminate a Shareholder's participation in the Plan in respect of any Holding in the form approved by the Board from time to time.

Plan means the Dividend Reinvestment Plan established under these Rules as varied from time to time.

Plan Account means the account established and maintained under Rule 5.3.

Plan Shares means, in respect of any Holding, the number of Shares in that Holding participating in the Plan from time to time.

Price means the price at which Shares will be issued or acquired under the Plan determined in accordance with Rule 5.4.

Record Date means any date and time specified by the Board for determining entitlements to a dividend paid by the Company.

Rules means the rules of the Plan as varied from time to time.

Shares means fully paid ordinary shares in the capital of the Company.

Shareholder means a registered holder of Shares within the meaning of the Constitution of the Company.

WST means Western Standard Time.

2. Participation in the Plan

2.1 General

Participation in the Plan:

- (a) is subject to these Rules;
- (b) is optional and is not transferable;
- (c) is open to each Shareholder unless excluded under these Rules; and
- (d) may be varied or terminated at any time in accordance with these Rules.

2.2 Eligibility to participate

A Shareholder may not participate in the Plan unless the Shareholder has a registered address on the Record Date in Australia or in another jurisdiction in which the Board in its absolute discretion is satisfied that the offer, issue and transfer of Shares in accordance with the Plan would be lawful and practicable, whether or not the Shareholder has received an invitation to participate in the Plan or has completed a Notice of Participation/Variation.

2.3 Discretion to refuse or reduce participation

Notwithstanding Rule 2.2, if the Board in its absolute discretion determines that the offer, issue or transfer of Shares under the Plan to a Shareholder or the holding of those Shares by that Shareholder may:

- (a) be in breach of the law of any place;
- (b) be in breach of a provision of the Constitution;
- (c) prejudice the effective operation of the Plan; or
- (d) otherwise in the opinion of the Board be undesirable or impractical,

the Board may in its absolute discretion:

- (e) refuse to accept, reduce or suspend the Shareholder's participation in the Plan; or
- (f) decline to issue or transfer any Shares to that Shareholder under the Plan.

2.4 Discretion to refuse to permit participation

The Board may in its discretion, refuse to permit any Shareholder to participate in the Plan where the Shareholder elects to participate in respect of a number of Shares which is less than such number as the Board may determine.

3. Application to participate

3.1 Notice of participation

(a) Application by a Shareholder to participate in the Plan must be made on a Notice of Participation/Variation.

(b) If a Shareholder has more than one Holding, the Shareholder must lodge a separate Notice of Participation/Variation in respect of each Holding which is to participate in the Plan.

3.2 Election

A Shareholder must elect in the Notice of Participation/Variation given in respect of any Holding either:

- (a) full participation; or
- (b) partial participation,

in the Plan. If the Notice of Participation/Variation in respect of any Holding does not clearly indicate the level of participation in the Plan, it will be deemed, without notice to the Shareholder, to be an application for full participation. If the Notice of Participation/Variation in respect of any Holding purports to elect both full participation and partial participation at the same time, it will be invalid and of no effect whatsoever.

3.3 Full participation

If a Shareholder elects full participation in respect of a Holding, all Shares comprised in that Holding from time to time, including Shares issued or acquired pursuant to the Plan, will participate in the Plan.

3.4 Partial participation

If a Shareholder elects partial participation in respect of a Holding:

- (a) only the number of Shares specified in the Notice of Participation/Variation in respect of that Holding will participate in the Plan such that the balance of that Holding will receive cash dividends in the normal way;
- (b) if on any Record Date the number of Shares comprised in that Holding is less than the number of Shares specified in the Notice of Participation/Variation then all of the Shares comprised in that Holding will participate in the Plan;
- (c) any Shares comprised in that Holding in excess of the number specified in the Notice of Participation/Variation, whether acquired under the Plan or otherwise, will not participate in the Plan unless the Shareholder alters the participation level in respect of that Holding in accordance with clause 4.1.

3.5 Limit to participation

The Board may at any time by written notice to eligible Shareholders limit participation in the Plan in accordance with the Listing Rules.

3.6 Commencement of participation

A Shareholder's participation in the Plan in respect of any Holding will commence following receipt by the Company's share registry of a duly completed and executed Notice of Participation/Variation in respect of that Holding by 5:00pm (WST) on the Business Day following the relevant Record Date for determining entitlements to dividends. Notices of Participation/Variation in respect of Shares registered in joint names must be signed by all registered holders of those Shares. The date and time to determine entitlements to a dividend paid by the Company will be the Record Date.

Applications or notices received after 5.00 pm (WST) on the Business Day following the relevant Record Date will not be effective in respect of that dividend payment but will be effective from the next relevant Record Date.

4. Variation or termination of participation

4.1 Notice of variation or termination

A Shareholder may at any time give a Notice of Participation/Variation to the Company in respect of any Holding:

- (a) to increase or decrease the number of the Shares comprised in that Holding which participate in the Plan; or
- (b) to terminate the Shareholder's participation in the Plan in respect of that Holding.

The alteration or termination takes effect following receipt by the Company's share registry of a duly completed and executed Notice of Participation/Variation in respect of that Holding by 5:00pm (WST) on the Business Day following the relevant Record Date for determining entitlements to dividends.

Applications or notices received after 5.00 pm (WST) on the Business Day following the relevant Record Date will not be effective alteration or termination in respect of that dividend payment but will be effective from the next relevant Record Date.

4.2 Increase to full participation

If a Shareholder increases the level of participation in the Plan in respect of any Holding to full participation, all Shares comprised in that Holding as at the date of the Notice of Participation/Variation and all Shares subsequently comprised in that Holding, including Shares issued or acquired pursuant to the Plan, will participate in the Plan.

4.3 Other changes to level of participation

If a Shareholder increases or decreases the level of participation in the Plan in respect of any Holding to below full participation:

- (a) only the number of Shares specified in the Notice of Participation/Variation in respect of that Holding will participate in the Plan;
- (b) if on any Record Date the number of Shares comprised in that Holding is less than the number of Shares specified in the Notice of Participation/Variation then all of the Shares comprised in that Holding will participate in the Plan; and
- (c) any Shares comprised in that Holding in excess of the number specified in the Notice of Participation/Variation, whether acquired under the Plan or otherwise, will not participate in the Plan unless the Shareholder further alters the participation level in respect of that Holding in accordance with clause 4.1.

4.4 Termination of participation

- (a) If a Shareholder dies, participation in the Plan in respect of all of that Shareholder's Shares will be terminated upon receipt by the Company of written notice of the death.
- (b) If a Shareholder is declared bankrupt or is wound up, participation in the Plan in respect of all of that Shareholder's Shares will be terminated upon receipt by the

Company of a notification of bankruptcy or winding up from the Shareholder or the Shareholder's trustee in bankruptcy or liquidator, as the case may be.

- (c) The death, bankruptcy or winding up of one or more joint holders will not automatically terminate participation.
- (d) Upon termination of participation for whatever reason, the Company will forward to the Shareholder or the Shareholder's legal representative a statement of the Shareholder's Plan Account made out to the date of termination, and the cash balance (if any) shown in the Shareholder's Plan Account at that date.

4.5 Reduction or termination of participation where no Notice of Participation/Variation is given

Where:

- (a) all of the Shares in a Holding are participating in the Plan and the Shareholder disposes of some of those Shares then, unless the Shareholder advises the Company otherwise, the remaining Shares in that Holding will continue to participate in the Plan;
- (b) some of the Shares in a Holding are participating in the Plan and the Shareholder disposes of some of those Shares, then unless the Shareholder advises the Company otherwise, the Shares disposed of will be deemed to be Shares not participating in the Plan. If the number of Shares disposed of is more than the number of Shares not participating in the Plan, the disposal will be deemed to include all the Holding not participating in the Plan and the balance (if any) will be attributed to Shares participating in the Plan; and
- (c) a Shareholder disposes of all Shares in a Holding without giving the Company a Notice of Participation/Variation, the Shareholder will be deemed to have terminated participation in the Plan in respect of that Holding on the last date on which the Company registered a transfer or instrument of disposal in relation to that Holding.

5. Operation of the Plan

5.1 Application of dividends

Each dividend which is payable to a Shareholder in respect of Plan Shares and which is available for payment to the Shareholder will be applied by the Company on the Shareholder's behalf in acquiring or subscribing for additional Shares.

5.2 Issue or transfer of shares

The Board in its absolute discretion will determine with respect to the operation of the Plan for any dividend whether to issue new Shares or to cause the transfer of issued Shares to a Shareholder, or to apply a combination of those alternatives, to satisfy the obligations of the Company under these Rules. If the Board determines to cause the transfer of Shares to Shareholders, the Shares to be transferred may be acquired in the market in such manner as the Board considers appropriate, including by appointment of a nominee or trustee to acquire those Shares on behalf of the Shareholder.

5.3 Plan Accounts

The Company will establish and maintain a Plan Account for each Holding in respect of which there are Plan Shares. The Company will, in respect of each dividend payable in respect of each such Holding:

- (a) determine the amount of the dividend payable in respect of the Plan Shares in that Holding;
- (b) determine the withholding payments, if any, deductible by the Company in respect of the dividend payable on the Plan Shares in that Holding, and any other sum the Company is entitled to retain in respect of those Plan Shares;
- (c) credit the amount in Rule 5.3(a) to, and debit any amount in Rule 5.3(b) from, the relevant Plan Account;
- (d) determine the maximum whole number of additional Shares which may be acquired under the Plan at the Price by dividing the amount standing to the credit of the relevant Plan Account by the Price and rounding the resulting number to the nearest whole number;
- (e) on behalf and in the name of the Shareholder in respect of the relevant Holding, subscribe for or cause the transfer of the number of additional Shares determined under Rule 5.3(d) and debit the relevant Plan Account with the total of the subscription or acquisition price payable in respect of the additional Shares issued or acquired;
- (f) issue the Shares or cause the Shares to be transferred to the Shareholder in respect of the relevant Holding and add the number of Shares issued or acquired to the total number of Shares comprised in the relevant Holding; and
- (g) In acquiring such number of additional shares as are calculated pursuant to Rule 5.3(d), a Shareholder participating in the Plan (**Participant**) shall not be entitled to any fractional entitlement to any Shares.

5.4 Price

- (a) Shares will be transferred or issued under the Plan at the Price, which will be the arithmetic average, rounded to four decimal places, of the daily volume weighted average market price of all Shares sold in the ordinary course of trading on ASX automated trading system during:
 - (i) the 5 trading day period immediately following the Record Date in respect of the relevant dividend; or
 - (ii) such other period as the Board determines from time to time,

less any discount of up to 10% determined by the Board from time to time. Notice of the actual percentage discount will be given to the Shareholders prior to the relevant Record Date.

- (b) The calculation of the daily volume weighted average sale price under Rule 5.5(a) shall not include transactions which are:
 - (i) transactions defined in the ASX Market Rules as "special";

- (ii) crossings prior to the commencement of the open session state on a Trading Day;
- (iii) crossings during overnight trading; or
- (iv) any overseas trades or trades pursuant to the exercise of options over Shares;
- (v) any overnight crossings; or
- (vi) other trades that the Board determines are not fairly reflective of natural supply and demand
- (c) The Price will be determined by the Board or some other person nominated by the Board by reference to information the Board approves for the purpose from time to time. Such determination by the Board, or some other person nominated by the Board, will be binding on all Shareholders.

6. Shares issued or transferred under the Plan

6.1 Issues in accordance with Listing Rules

Shares issued under the Plan will be issued in accordance with the Listing Rules and, from the date of issue, will rank equally in all respects with existing Shares.

6.2 Application for quotation

The Company will apply for Shares issued under the Plan to be listed for quotation on the official list of ASX and any other official exchange or exchanges as may from time to time have accepted Shares for listing as soon as practicable after the date of issue.

6.3 Timing of issue or transfer

Shares issued or acquired under the Plan will be issued or transferred on, or as soon as practicable after, the relevant dividend payment date and will be registered on the register where the Shareholder's Holding of Shares is currently registered. If the Shareholder holds Shares on more than one register (one of which is the Company's principal share register), the Shares issued under the Plan will be registered on the principal share register unless and until the Shareholder requests otherwise.

6.4 Share Certificate

If a Shareholder holds Shares in a certificated form, a share certificate will be issued for a total number of Shares issued or acquired under the Plan in respect of each dividend on those Shares. If a Shareholder holds Shares in uncertificated form, a statement showing the total number of Shares issued or acquired in respect of each dividend on those Shares will be issued. The certificate or statement will be forwarded to the Shareholder as soon as practicable after issue or acquisition.

7. Plan Statements

On, or as soon as practicable after, each dividend payment date, the Company will send to each Shareholder in respect of each Holding participating in the Plan a statement setting out in respect of that Holding:

(a) the number of Plan Shares in that Holding as at the relevant Record Date;

- (b) the amount of the dividend payable to the Shareholder (less any amounts referred to in Rule 5.3(b)) in respect of those Plan Shares;
- (c) the number of Shares transferred or issued to the Shareholder under the Plan and the Price of those Shares; and
- (d) the number of Shares comprised in the Holding after issue or transfer of those additional Shares.

8. Variation, suspension and termination of Plan

8.1 Power to vary, suspend or terminate

The Plan may be varied, suspended or terminated by the Board at any time. The variation, suspension or termination will take effect upon the date specified by the Board.

8.2 Notice

The Board must give notice to Shareholders of any material variation, suspension or termination of the Plan in a manner deemed appropriate by the Board. A variation, suspension or termination of the Plan will not be invalidated by accidental omission to give notice of the variation, suspension or termination to a Shareholder or the non-receipt of any notice by any Shareholder and will not give rise to any liability on the part of, or right or action against, the Board or the Company.

8.3 Suspension

Any suspension of the Plan will continue until such time as the Board resolves either to recommence or terminate the Plan. If the Plan is recommenced then elections as to participation in respect of the previously suspended Plan will be valid and have full force and effect in accordance with these Rules for the purposes of the recommenced Plan.

8.4 Termination

Upon termination of the Plan, the Company will forward to each Shareholder a statement of the Shareholder's Plan Account as at the date of termination, and the cash balance (if any) shown in the Shareholder's Plan Account at that date.

9. Application and notices

9.1 Form

Applications and notices to the Company must be in writing, in the form prescribed by the Board from time to time (or in such other form as the Board may accept) and lodged at such a place or with such person as the Company may from time to time require. In relation to any applications or notices received by the Company, the Company may:

- (a) accept or reject that application or notice where not properly completed or signed; and
- (b) correct any error in, or omission from, that application or notice, prior to acceptance of that application or notice.

9.2 Effective time

Applications and notices will be effective upon receipt by the Company subject to:

- (a) these Rules;
- (b) in the case of applications to participate, acceptance by the Company; and
- (c) receipt of the application or notice by the Company, or a party nominated by the Company, by 5:00pm (WST) on the Business Day following the relevant Record Date for determining entitlements to dividends.

Applications or notices received after 5.00 pm (WST) on the Business Day following the relevant Record Date will not be effective in respect of that dividend payment but will be effective from the next relevant Record Date.

10. General

10.1 Commencement and implementation of the Plan

The Plan will commence on the date determined by the Board. Subject to the Constitution of the Company, the Board may implement and administer the Plan in such manner as the Board thinks fit and may settle any difficulty which may arise either generally or in a particular case in connection with the Plan as the Board thinks fit.

10.2 Problems and disputes

Without prejudice to the general powers of the Board under the Constitution and these Rules, the Board may settle in such manner as the Board thinks fit any problem or dispute which may arise in connection with, or by reason of, the operation of the Plan, whether generally or in relation to any Shareholder or Holding or any Share or Shares and the determination of the Board will be conclusive and binding on all Shareholders and other persons to whom the determination relates.

10.3 Company entitled to dividends

Any dividend payable on Plan Shares which a Shareholder has nominated as participating in the Plan and which dividend the Company is entitled to retain as a result of any lien or charge in favour of the Company in accordance with the Constitution or other requirement of law will not be available for the purpose of participating in the Plan.

10.4 Acknowledgements

By applying to participate in the Plan, each Shareholder acknowledges that:

- (a) neither the Company nor the share registry has provided it with investment, financial product, taxation or other advice concerning its decision to apply to participate in the Plan and that neither the Company nor the share registry has any obligation to provide such advice; and
- (b) neither the Company nor the share registry nor any of their respective officers or employees will be liable or responsible to any Shareholder for any loss or alleged loss or disadvantage suffered or incurred by a Shareholder as a result, directly or indirectly, of the establishment or operation of the Plan or participation in the Plan or the value of Shares issued or transferred under the Plan falling or for any losses incurred on sole of Shares issued or transferred under the Plan.

10.5 Shareholders to be bound

Shareholders are at all times bound by the Rules as modified from time to time.

10.6 Costs

All administration costs of the Plan will be met by the Company. No brokerage, commission or other transaction costs will be payable by any Shareholder in respect of Shares issued or acquired under the Plan and no stamp duty or other duties will, under present law, be payable by Shareholders in respect of Shares issued or acquired under the Plan.

In the event of a change in the existing legislation so that at the date of any issue, stamp duty is payable in any Australian state jurisdiction in respect of the issue, the amount of such stamp duty shall be paid by the Shareholder to whom the Shares are provided and will be debited to that Shareholder's Plan Account.

10.7 Taxation

Dividends reinvested under the Plan will be assessable for income tax in the same way as cash dividends.

10.8 Governing law

The Plan, its operation and these Rules will be governed by and construed in accordance with the laws of Western Australia, Australia.