



CONSTITUTION

Arab Council Australia Limited

Australian Company Number (ACN) **689 688 444**

Australian Business Number (ABN) **65 538 322 175**

CONSTITUTION

A company limited by guarantee

Adopted at a General Meeting of the Members on 25 May 2025

Arab Council Australia was established in 1979 and was registered as an Incorporated Association in NSW until it transferred its legal structure to a company limited by guarantee.



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Preliminary

1. Name of the Company

The name of the Company is Arab Council Australia Limited hereinafter referred to as “the Company”.

2. Type of Company

The Company is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a Registered Charity.

3. Limited liability of Members

The liability of Members is limited to the amount of the guarantee in clause 4.

4. The Guarantee

4.1. Each Member must contribute an amount not more than \$10 (the guarantee) to the property of the Company if the Company is wound up:

- (a) while the Member is a Member, or within 12 months after the Member stops being a Member, and
- (b) at the time of winding up, the debts and liabilities of the Company, including the costs of winding up, incurred before the Member stopped being a Member, exceed the company's assets.

5. Definitions

In this Constitution, words and phrases have the meaning set out in clause 75.

Charitable purposes and powers

6. Purposes

The Company's objectives are to pursue the following charitable purposes:

6.1. To provide direct relief to disadvantaged people in the community, in particular (but not exclusively), in Arabic Speaking Communities, suffering from:

- (a) financial and educational hardship;
- (b) helplessness;
- (c) homelessness;
- (d) unemployment;
- (e) torture and trauma;
- (f) isolation;
- (g) discrimination;
- (h) domestic violence;
- (i) sexual or physical or emotional abuse;
- (j) drug or alcohol abuse;
- (k) mental health problems;
- (l) disability or misfortune;

(m) gambling addiction;

(n) poverty,

by, without limitation:

(o) providing counselling to relieve the suffering, to help the sufferers overcome or deal with the feelings of distress and helplessness, by giving hope and assistance to overcome the cause of the suffering;

(p) providing educational support and training to young people who experience difficulties in accessing and participating in formal learning;

(q) assisting refugees, humanitarian entrants, women with young children and the aged with their emergency accommodation needs

(r) providing crisis relief and counselling support to individuals and families in crisis, problem gamblers and sufferers of domestic violence and abuse.

6.2. As incidental and ancillary purposes the company will provide and facilitate research, and educational projects, and information on areas of need in Arabic Speaking Communities, act as a consultative and advocacy body to government and non-government agencies on issues affecting Arabic Speaking Communities and encourage cultural sensitivity, awareness and diversity in Australian communities.

7. Powers

7.1. Subject to clause 8, the Company has all the powers of a company limited by guarantee under the Corporations Act which may only be used to carry out its purposes set out in clause 6.

8. Not-for-profit

8.1. The Company's income and assets must be applied solely towards promoting and furthering the Company's purposes.

8.2. The Company must not distribute any income or assets directly or indirectly to any of the Members or Directors, except as expressly provided in this Constitution (including clauses 8.3 and 74).

8.3. Clause 8.2 does not stop the Company from doing the following things, provided they are done in good faith:

(a) paying a Member for goods or services the Member has provided to the Company or expenses the Member has properly incurred and reasonable rates or rates more favourable to the Company, or

(b) making a payment to a Member in carrying out the Company's charitable purposes.

9. Amending the Constitution

9.1. Subject to clause 9.3, the Members may amend this Constitution by passing a Special Resolution.

9.2. Any amendment to this Constitution will take effect from the date of the Special Resolution, or from any later date specified in the resolution.

9.3. The Members must not pass a Special Resolution that amends this Constitution if passing it would mean the Company would no longer be a Registered Charity.

Members

10. Membership and Register of Members

- 10.1. The Company must have at least six Members.
- 10.2. The Members of the Company are those:
- (a) included as such on the application for incorporation of the Company with their consent, and
 - (b) any other person that the Board allows to be a Member, in accordance with this Constitution,
- and have not since ceased to be a Member.
- 10.3. The Company must establish and maintain a register of Members. The register of Members must be kept by the Secretary and must contain:
- (a) for each current Member:
 - i. full name,
 - ii. current postal address,
 - iii. any alternative address nominated by the Member for the service of notices (including an electronic address), and
 - iv. the date the Member was entered on to the register, and
 - (b) for each person who stopped being a Member in the last 7 years:
 - i. full name,
 - ii. the last known address of the Member before the Member stopped being a Member,
 - iii. any alternative address nominated by the Member for the service of notices (including an electronic address), and
 - iv. the dates the Membership started and ended.
- 10.4. The register of Members must be made available for inspection by current Members at the Company's registered office.
- 10.5. Information that is accessed from the register of Members must only be used in a manner relevant to the interests or rights of Members.

11. Who can be a Member

- 11.1. Notwithstanding clause 10.2 10.2(a), a person who supports the purposes of the Company is eligible to apply to be a Member of the Company under clause 13.
- 11.2. In clauses 10 to 18, 'person' means an individual or an incorporated body.
- 11.3. All Members of the company must be over 18 years of age.
- 11.4. Salaried Personnel of the Company are not eligible to become Members.

12. Membership Categories

- 12.1. The Board may formulate policies and eligibility criteria for Membership categories.
- 12.2. All Members must support the Company in carrying out its purposes and adhering to its values.
- 12.3. The following categories of Membership and eligibility for Membership are (subject to clause 12.1):
- (a) Individual Members - This category of Membership entitles an individual to be a Member with the rights and obligations provided in the Constitution and in policies that may be set by the Board from time to time. Individual Members are entitled to vote at meetings, nominate and be nominated to the Board.
 - (b) Organisation Members - This category entitles an incorporated body that is not-for-profit whose purpose aligns with the charitable purpose and Objects of the Company as set out in clause 6, to be a Member, with the same rights and obligations provided to an Individual Member in clause 12.3(a). An Organisation Member is entitled to nominate one individual as their principal representative and a second individual as an alternative representative.
 - (c) Life Members - This category of Membership is conferred upon an individual who in the view of the Board has given extensive and meritorious service to the Company and has made a significant impact on its development and current standing. The conditions for becoming a Life Member shall be determined by the Company's policies and is at the absolute discretion of the Board. Life Members are entitled to the same rights and obligations provided to an Individual Member in clause 12.3 (a).
 - (d) Honorary Members: This category of Membership is awarded to an individual, who in the view of the Board - by reason of contribution to community, legacy and ability - will assist the Company achieve its purposes. This category grants the person a three-year honorary Membership. Honorary Members are entitled to receive all publications and communications distributed to other Members but will not be entitled to vote, nominate and be nominated to the Board.

13. How to apply to become a Member

- 13.1. Subject to clause 13.3, a person (as defined in clause 11.2) may apply to become a Member of the Company by writing to the Secretary on a Company approved form, accompanied by the Admission Fee and an Annual Membership Fee, stating that the person:
- (a) wants to become a Member,
 - (b) is eligible to become a Member under clauses 11 and 0 (including sufficient information to allow assessment against this criteria),
 - (c) supports the purposes of the Company, and
 - (d) agrees to comply with and be bound by the Company's Constitution, including paying the guarantee under clause 4 if required.
- 13.2. Unless otherwise determined by the Board, the application will require a proposer and seconder who are current financial Members.

13.3. Clauses 13.1, 13.2 and 14 do not apply to Life Members and Honorary Members as these categories of Membership can only be conferred upon or awarded to an individual by the Board on meritorious grounds.

14. Board decides whether to approve Membership

14.1. The Board must consider an application for Membership within a reasonable time after the Secretary receives the application.

14.2. If the Board approves an application, the Secretary must as soon as possible:

- (a) enter the new Member on the register of Members, and
- (b) write to the applicant to tell them that their application was approved, the date that their Membership started and the rules applying in the first three months of Membership as per clause 15.2.

14.3. If the Board rejects an application:

- (a) the Secretary must write to the applicant as soon as possible to tell them that their application has been rejected,
- (b) the Company must refund the Annual Membership Fee paid by the applicant, and
- (c) the Board do not have to give reasons.

14.4. For the avoidance of doubt, the Board may approve an application even if the application does not state the matters listed in clauses 13.1. In that case, by applying to be a Member, the applicant implicitly agrees to those matters listed in clause 13.1.

15. When a person becomes a Member

15.1. An applicant will become a Member when the Secretary enters their name on the register of Members.

15.2. In the first three months of Membership, the Member will not be entitled to nominate or be nominated for a position on the Board.

15.3. Returning Members are not required to satisfy clause 15.2 if their Membership has not been discontinued for more than two years.

16. Membership Fees

16.1. Subject to clauses 16.5 and 16.6 each Member must pay an Admission Fee (payable once on applying to be a Member) and an Annual Membership Fee unless the Board decides otherwise.

16.2. The Admission Fee and Annual Membership Fee are determined and may be varied from time to time by the Board.

16.3. Individual Members and Organisation Members are required to pay the Annual Membership Fee by 31 July each year.

16.4. Admission Fees and Annual Membership Fees are not refundable if the person's Membership is terminated within the meaning of clause 18.

- 16.5. Life Members are exempt from paying Admission Fees, Annual Membership Fees, or other recurring charges associated with Membership in the Company, for as long as they retain their Life Member status.
- 16.6. Honorary Members are exempt from paying the Admission Fee, Annual Membership Fees, or other recurring charges associated with Membership in the Company, for as long as they retain their Honorary Member status.

17. Transfer of Membership

- 17.1. Membership of the Company and the associated rights:
- (a) cannot be transferred or sold to another person; and
 - (b) terminates upon cessation of the person's Membership.

18. When a person stops being a Member

- 18.1. A person (as defined in clause 11.2) immediately stops being a Member if the person:
- (a) dies, becomes mentally incapacitated, is convicted of an indictable offence or is declared bankrupt,
 - (b) is wound up or otherwise dissolved or deregistered or an order is made by a court for the winding up or deregistration of the Member,
 - (c) resigns, by notifying the Secretary in writing,
 - (d) is expelled under clause 20,
 - (e) fails to respond within three months to a written request from the Secretary that the person confirms in writing that the person wants to remain a Member, or
 - (f) fails to pay the Annual Membership Fee within three months of a written request from the Secretary to pay such a fee which is due and payable.
- 18.2. A Member who resigns from the Company, or whose Membership otherwise ceases or terminates in accordance with this Constitution, will remain liable for:
- (a) all Annual Membership Fees and all other monies which have become due and payable and which remain unpaid at the date the Member stops being a Member,
 - (b) any sum not exceeding \$10.00 for which that Member is liable to pay under clause 4.

Dispute Resolution and Disciplinary Procedures

19. Dispute resolution

- 19.1. The dispute resolution procedure in this clause applies to disputes (disagreements) under this Constitution between a Member or Director and:
- (a) one or more Members
 - (b) one or more Directors, or
 - (c) the Company.

- 19.2. A Member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 20 until the disciplinary procedure is completed.
- 19.3. Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it, or within a timeframe agreed by those involved.
- 19.4. If those involved in the dispute do not resolve it under clause 19.3, they must within 10 days (or within a timeframe agreed by those involved):
- (a) tell the Board about the dispute in writing
 - (b) agree or request that a mediator be appointed, and
 - (c) attempt in good faith to settle the dispute by mediation.
- 19.5. The mediator must:
- (a) be chosen by agreement of those involved, or
 - (b) where those involved do not agree:
 - i. for disputes between Members, a person chosen by the Board, or
 - ii. for other disputes, a person chosen by the president of the law institute or society in the state or territory in which the company has its registered office.
- 19.6. A mediator chosen by the Board under clause 19.5 (b)(i):
- (a) may be a Member or former Member of the Company
 - (b) must not have a personal interest in the dispute, and
 - (c) must not be biased towards or against anyone involved in the dispute.
- 19.7. When conducting the mediation, the mediator must:
- (a) allow those involved a reasonable chance to be heard
 - (b) allow those involved a reasonable chance to review any written statements
 - (c) ensure that the mediation is conducted in a manner free from bias, and
 - (d) not make a decision on the dispute.

20. Disciplining of Members

- 20.1. In accordance with this clause, the Board may resolve to warn, suspend, or expel a Member from the Company if the Board consider that:
- (a) the Member has breached this Constitution,
 - (b) the Member has breached policies or by-laws applicable to Members, or
 - (c) the Member's behaviour is causing, has caused, or is likely to cause harm to the Company.
- 20.2. At least 7 days before the Board meeting at which a resolution under clause 20.1 will be considered, the Secretary must notify the Member in writing:
- (a) that the Board is considering a resolution to warn, suspend or expel the Member
 - (b) that this resolution will be considered at a Board meeting and the date, time and place of that meeting

- (c) what the Member is said to have done or not done
 - (d) the nature of the resolution which has been proposed and the grounds on which it has been based, and
 - (e) that the Member may provide an explanation to the Board, and details of how to do so.
- 20.3. Before the Board pass any resolution under clause 20.1, the Member must be given a chance to explain or defend themselves by:
- (a) sending the Board a written explanation before that Board meeting, and/or
 - (b) speaking at the meeting.
- 20.4. After considering any explanation under clause 20.3 the Board may:
- (a) take no further action
 - (b) warn the Member
 - (c) suspend the Member's rights as a Member for a period of no more than 12 months
 - (d) expel the Member, or
 - (e) refer the decision to an unbiased, independent person on conditions that the Board consider appropriate (however, the person can only make a decision that the Board could have made under this clause).The Board cannot fine a Member.
- 20.5. The Secretary must give written notice to the Member of the decision under clause 20.4 within 7 days.
- 20.6. If the Board resolves to expel the Member under clause 20.420.4(d), the Member may, by Notice in writing to the Secretary, request that a resolution to reject the Member's expulsion be put to the Members in a General Meeting. Such notice must be received by the Company within 7 days after the date the Member was notified in writing of their expulsion referred to in this Constitution as the "Expulsion Notice".
- 20.7. If notice to appeal the expulsion is not received in accordance with clause 20.6 then:
- (a) the Board is not required to ensure a Special Resolution to reverse the decision of the Board to expel the Member is considered by the Members at a General Meeting, and
 - (b) the Member ceases to be a Member from the date of the Board's resolution to expel the Member.
- 20.8. If notice to appeal the expulsion is received by the Company in accordance with clause 20.6, the Board must ensure a General Meeting of the Members is called in accordance with clause 21 to consider and vote on a Special Resolution to reverse the decision of the Board to expel the member. This General Meeting must not be called to consider any other business or resolutions.
- 20.9. Notice of a General Meeting under clause 20.8 must be given to all Members entitled to receive notice of a General Meeting.
- 20.10. A General Meeting under clause 20.8 must be held within 28 days after the date of the Expulsion Notice.

- 20.11. The Member subject to the Expulsion Notice must be given the opportunity to provide a written statement and to make representations at the General Meeting in relation to the expulsion. Any written statement by the Member must be distributed to all Members prior to the General Meeting, provided its contents are not defamatory or if circulated would result in the breach of law.
- 20.12. If a Special Resolution to reverse the Board's decision to expel a Member:
- (a) is passed, then the Board's decision will be overturned and the Member will remain as a Member and will not be removed from the register of Members, or
 - (b) is not passed, then the Member will cease to be a Member and must be removed from the register of Members from the date of the Board's resolution to expel the Member.
- 20.13. A member who has been expelled may reapply for Membership in accordance with clauses 0 and 13 provided at least 5 years has passed since that Member ceased being a Member.
- 20.14. Disciplinary procedures must be completed within 28 days.
- 20.15. There will be no liability for any loss or injury suffered by the Member as a result of any decision made in good faith under this clause.

General Meetings of Members

21. Calling General Meetings

- 21.1. The Board may call a General Meeting including an Annual General Meeting.
- 21.2. If Members with at least 10% of the votes that may be cast at a General Meeting make a written request to the company for a General Meeting to be held for a proper purpose, the Board must:
- (a) within 21 days of the Members' request, give all Members notice of a General Meeting, and
 - (b) hold the General Meeting within 2 months of the Members' request.
- 21.3. The percentage of votes that Members have (in clause 21.2) is to be worked out as at midnight before the Members request the meeting.
- 21.4. The Members who make the request for a General Meeting must:
- (a) state in the request any resolution to be proposed at the meeting
 - (b) sign the request, and
 - (c) give the request to the Company.
- 21.5. The Members making the request may sign the request by signing a physical form of the document by hand or by signing an electronic form of the document using electronic means, which identifies the person and indicates the person's intention.
- 21.6. Separate copies of a document setting out the request may be signed by the financial Members if the wording of the request is the same in each copy.

- 21.7. If the Board does not call the meeting within 21 days of being requested under clause 21.2, 50% or more of the Members who made the request may call and arrange to hold a General Meeting.
- 21.8. To call and hold a meeting under clause 21.7 the Members must:
- (a) as far as possible, follow the procedures for General Meetings set out in this Constitution,
 - (b) call the meeting using the list of Members on the Company's Member register, which the Company must provide to the Members making the request at no cost, and
 - (c) hold the General Meeting within three months after the request was given to the Company.
- 21.9. The Company must pay the Members who request the General Meeting any reasonable expenses they incur because the Board did not call and hold the meeting.

22. Annual General Meetings

- 22.1. A General Meeting, called the Annual General Meeting, must be held:
- (a) within 18 months after the registration of the Company,
 - (b) after the first Annual General Meeting, at least once in every calendar year on such date and at such place and time as the Board deems fit.
- 22.2. In addition to any other business and even if these items are not set out in the notice of meeting, the business of an Annual General Meeting is to:
- (a) confirm the minutes of the previous Annual General Meeting and of any other General Meeting held since the preceding Annual General Meeting
 - (b) review the Company's activities,
 - (c) review the Company's finances,
 - (d) elect the Board,
 - (e) confirm the auditor's report, and
 - (f) appoint the auditor, if any, and fix their remuneration.
- 22.3. Before or at the Annual General Meeting, the Board must give information to the Members on the Company's activities and finances during the period since the last Annual General Meeting.
- 22.4. The chair of the Annual General Meeting must give Members as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the Company.

23. Using technology to hold meetings

- 23.1. The Company may hold a General Meeting at two or more venues using any virtual meeting platform or using a virtual meeting platform only, where the platform gives Members a reasonable opportunity to participate, including to hear and be heard.
- 23.2. Anyone using a virtual meeting platform is taken to be present in person at the meeting.

- 23.3. If the General Meeting is held using a virtual meeting platform only, then
- (a) The place of the meeting is taken to be the registered office of the Company, and
 - (b) The time of the meeting is taken to be the time at the registered office of the Company.
- 23.4. If the General Meeting is held at more than one physical venue (whether or not it is also held using a virtual meeting platform), then:
- (a) The place of the meeting is taken to be the main physical venue of the meeting as set out in the notice of the meeting, and
 - (b) The time of the meeting is taken to be the time at the main physical venue of the meeting as set out in the notice of the meeting.

24. Notice of General Meetings

- 24.1. Notice of a General Meeting must be given to:
- (a) each Member entitled to vote at the meeting
 - (b) each Director, and
 - (c) the auditor (if any).
- 24.2. Notice of a General Meeting must be provided in writing at least 21 days before the meeting.
- 24.3. Subject to clause 24.4, notice of a General Meeting may be provided less than 21 days before the meeting if Members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- 24.4. Notice of a General Meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
- (a) remove a Director
 - (b) elect a Director in order to replace a Director who was removed, or
 - (c) remove an auditor.
- 24.5. Notice of a General Meeting must include:
- (a) the place, date and time for the meeting (and if the meeting is to be held in two or more places or virtually, the virtual meeting platform that will be used to facilitate this).
 - (b) a statement regarding the Member's right to request documents be sent in electronic or physical form
 - (c) the general nature of the meeting's business, and
 - (d) if applicable, that a Special Resolution is to be proposed and the words of the proposed resolution.
- 24.6. A Member requesting to bring any business before a General Meeting may do so by giving a written notice of that business to the Secretary who must include that business in the next notice to the Members.
- 24.7. If a General Meeting is adjourned for more than 14 days, the Board must give each Member a new notice of the adjourned meeting stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.

25. Quorum at General Meetings

- 25.1. For a General Meeting to be held, at least five percent (5%) of Members, entitled to vote, (a quorum) must be present (in person which includes the use of virtual meeting platform as provided in clause 23.2) for the whole meeting.
- 25.2. No business may be conducted at a General Meeting if a quorum is not present.
- 25.3. If there is no quorum present within 30 minutes after the starting time stated in the notice of General Meeting:
 - (a) where the General Meeting is convened on the requisition of Members, the meeting is automatically dissolved,
 - (b) in any other case, the General Meeting is adjourned to the date, time and place that the Chairperson specifies. If the Chairperson does not specify one or more of those things, the meeting is adjourned to:
 - i. if the date is not specified – the same day in the next week
 - ii. if the time is not specified – the same time, and
 - iii. if the place is not specified – the same place.
- 25.4. If no quorum is present at the adjourned meeting within 30 minutes after the starting time set for that meeting:
 - (a) not less than five percent (5%) of Members, entitled to vote, present shall be a quorum, or
 - (b) If five percent (5%) of Members, entitled to vote, are not present, or if the quorum in 25.4(a) is not present (in person which includes the use of virtual meeting platform as provided in clause 23.2) for the whole meeting then the meeting is cancelled.

26. Adjournment of General Meetings

- 26.1. If a quorum is present, a General Meeting must be adjourned if a majority of Members who are present and entitled to vote, direct the Chairperson to adjourn it.
- 26.2. Only unfinished business may be dealt with at a meeting resumed after an adjournment.
- 26.3. Except as provided in clauses 26.1 and 26.2, notice of an adjournment of a General Meeting or of the business to be transacted at an adjourned meeting is not required to be given.

27. Right of non-Members to attend meetings

- 27.1. The Company may invite any person to attend and address a General Meeting.
- 27.2. The auditor (if any) is entitled to attend any General Meeting and to be heard by the Members on any part of the business of the meeting that concerns the auditor in the capacity of auditor.
- 27.3. The Company must give the auditor (if any) any communications relating to the General Meeting that a Member of the Company is entitled to receive.

28. Representatives of Organisation Members

- 28.1. An Organisation Member may appoint as a representative:
- (a) one individual, aged over 18 years, to represent the Member at meetings and to sign resolutions under clause 28.3, referred to in this Constitution as the 'principal representative'.
- 28.2. An Organisation Member may appoint as an alternative representative:
- (a) one individual aged over 18 years to represent the Member at meetings and to sign resolutions under clause 28.3 only in circumstances where the principal representative appointed under clause 28.1 is unable to.
- 28.3. The appointment of a principal representative and an alternative representative by an Organisation Member must:
- (a) be in writing
 - (b) include the name of the representative
 - (c) indicate whether the representative is a principal representative or an alternative representative,
 - (d) be signed on behalf of the Organisation Member, and
 - (e) be given to the Company within the timeframe specified by the Board or, for representation at a meeting, be given to the company twenty-four hours before the meeting starts.
- 28.4. Subject to clauses 28.1, 28.2 and 32.1, a principal representative and an alternative representative have all the rights of a Member relevant to the purposes of the appointment as a representative.
- 28.5. The appointment of a principal representative may be a standing (ongoing) one.
- 28.6. The appointment of an alternative representative may also be a standing (ongoing) one.

29. The Person Chairing General Meetings

- 29.1. The Board may appoint any Member or non-Member to chair General Meetings and the person so appointed will act as chair for one or more General Meetings as the Board deems appropriate.
- 29.2. The person chairing the General Meeting is responsible for the conduct of the meeting.
- 29.3. The person chairing the meeting must give Members a reasonable opportunity to make comments and ask questions (including to the auditor (if any)).
- 29.4. The person chairing the meeting does not have a casting vote.

Members' Resolutions and Statements

30. Members' Resolutions and statements

- 30.1. Members with at least 10% of the votes that may be cast on a resolution may give:
- (a) written notice to the Company of a resolution they propose to move for a proper purpose at a General Meeting (Members' Resolution), and/or
 - (b) a written request to the company that the company give all of its Members a statement about a proposed resolution or any other matter that may properly be considered at a General Meeting (Members' statement).
- 30.2. A notice of a Members' Resolution must set out the wording of the proposed resolution and be signed by the Members proposing the resolution.
- 30.3. A request to distribute a Members' statement must set out the statement to be distributed and be signed by the Members making the request.
- 30.4. Separate copies of a document setting out the notice or request under clauses 30.1(a) or 30.1(b) may be signed by Members if the wording is the same in each copy.
- 30.5. The percentage of votes that Members have (as described in clause 30.1) is to be worked out as at midnight before the request or notice is given to the company.
- 30.6. If the Company has been given notice of a Members' Resolution for a proper purpose under clause 30.1(a), the resolution must be considered at the next General Meeting held no more than two months from the date the notice is given to the company.
- 30.7. This clause does not limit any other right that a Member has to propose a resolution at a General Meeting.

31. Company must give notice of proposed resolution or distribute statement

- 31.1. If the Company has been given a notice or request under clause 30:
- (a) in time to send the notice of proposed Members' Resolution or a copy of the Members' statement to Members with a notice of the General Meeting, it must do so at the Company's cost, or
 - (b) too late to send the notice of proposed Members' Resolution or a copy of the Members' statement to Members with a notice of the General Meeting, then the Members who proposed the resolution or made the request must pay the expenses reasonably incurred by the Company in giving Members notice of the proposed Members' Resolution or a copy of the Members' statement. However, at a General Meeting, the Members may pass a resolution that the Company will pay these expenses.
- 31.2. The Company does not need to send the notice of the proposed Members' Resolution or a copy of the Members' statement to Members if:
- (a) it is more than 1,000 words long
 - (b) the Board considers it may be defamatory
 - (c) clause 31.1(b) applies, and the Members who proposed the resolution or made the request have not paid the Company enough money to cover the

cost of sending the notice of the proposed Members' Resolution or a copy of the Members' statement to Members, or

- (d) in the case of a proposed Members' Resolution, the resolution does not relate to a matter that may be properly considered at a General Meeting or is otherwise not a valid resolution able to be put to the Members.

Voting at General Meetings

32. How many votes a Member has

- 32.1. Subject to clause 32.2, each Member has one vote.
- 32.2. If a Member has not paid the amounts owed to the Company for the Membership Fees under clause 16 as at midnight before the request or notice is given, that Member is not entitled to vote.

33. Challenge to Member's right to vote

- 33.1. Only a Member or the person chairing a General Meeting may challenge a person's right to vote at a General Meeting.
- 33.2. If a challenge is made under clause 33.1, the person chairing the General Meeting must decide whether or not the person may vote. The decision of the person chairing the General Meeting is final.

34. How voting is carried out

- 34.1. Voting at the General Meeting must be conducted and decided by:
 - (a) a show of hands
 - (b) a vote in writing, or
 - (c) another method chosen by the person chairing the General Meeting that is fair and reasonable in the circumstances.
- 34.2. All votes are to be given personally. No proxies are allowed.
- 34.3. On a show of hands under clause 34.1(a), the decision of the person chairing the General Meeting is conclusive evidence of the result of the vote.
- 34.4. The person chairing the General Meeting and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands, unless requested by the majority of Members present and entitled to vote.
- 34.5. Unless otherwise specified in this Constitution (such as in the case of a Special Resolution), an ordinary resolution must be passed by a majority of the votes cast by Members present and entitled to vote on the resolution.

35. When and how a vote in writing must be held

- 35.1. A vote in writing may be demanded on any resolution instead of or after a vote by a show of hands by:
 - (a) at least five Members present who are entitled to vote on the relevant resolution,

- (b) Members present with at least 5% of the votes that may be passed on the relevant resolution (worked out as at the midnight before the vote in writing is demanded), or
 - (c) The person chairing the meeting.
- 35.2. A vote in writing must be taken when and how the person chairing the meeting directs, unless clause 35.3 applies.
- 35.3. A vote in writing must be held immediately if it is demanded under clause 35.1 to decide whether to adjourn the meeting.

Board of Directors

36. Number of Directors and composition of the Board

- 36.1. The Company must have at least six and no more than ten Directors.
- 36.2. The Board of Directors comprises:
 - (a) office-bearers, and
 - (b) up to five additional Directors.
- 36.3. The office-bearers are:
 - (a) Chairperson,
 - (b) Two Deputy Chairpersons,
 - (c) Secretary, and
 - (d) Treasurer.
- 36.4. At all times,
 - (a) there must be at least three Directors who reside in NSW, and
 - (b) all office-bearer positions must be filled.
- 36.5. The Chief Executive Officer (CEO) is an ex-officio member of the Board.

37. Election of Directors

- 37.1. The initial Directors are the people who have agreed to act as Directors and who are named as proposed Directors in the application for registration of the Company.
- 37.2. The Members may elect Directors by a resolution passed in a General Meeting.
- 37.3. Each of the Directors must be appointed by a separate resolution, unless:
 - (a) the Members present have first passed a resolution that the appointments may be voted on together, and
 - (b) no votes were cast against that resolution.

- 37.4. A person is eligible for election as a Director of the Company if they:
- (a) are a Member of the Company, or a representative of an Organisation Member of the Company (appointed under clause 28) and have been a Member for at least three months
 - (b) are 18 years of age or older
 - (c) are nominated by two Members or representatives of Organisation Members entitled to vote
 - (d) give the Company their signed consent to act as a Director of the Company, and
 - (e) are not ineligible to be a Director under the Corporations Act or the ACNC Act.
- 37.5. Nominations for election of Directors are to be made in writing to the Secretary:
- (a) not less than seven days before the date fixed for the holding of the Annual General Meeting at which the election is to take place, and
 - (b) must specify whether the person is nominating for election to an office-bearer position or positions.
- 37.6. If insufficient nominations are received to fill the vacancies to ensure the minimum number of Directors on the Board, a call for further nominations must be made at the Annual General Meeting before the resolutions are passed in clause 37.3.
- 37.7. If insufficient further nominations are received at the Annual General Meeting to fill all vacancies, then any vacant positions remaining on the Board are taken to be casual vacancies.
- 37.8. If the number of nominations received equals or exceeds the number of vacancies to be filled, a vote is to be held at the Annual General Meeting using the processes set out under clauses 32 to 35.
- 37.9. Election of Directors at the Annual General Meeting must be conducted by a Returning Officer appointed by the Board, and the Returning Officer so appointed will:
- (a) determine the validity of nominations
 - (b) oversee the election and do what is reasonably necessary to ensure a proper election process, and
 - (c) declare the result of the election.

38. Casual Vacancy

- 38.1. In the event of a vacancy occurring in the position of office bearers, except in the position of Chairperson, the Board may appoint from its numbers one or more Directors to fill such a vacancy, and the Director so appointed may hold the office until the next Annual General Meeting.
- 38.2. Subject to clause 36, the Board may appoint a person as a Director to fill a casual vacancy or as an additional Director if that person:
- (a) is a Member, or a representative of an Organisation Member (appointed under clause 28)
 - (b) is 18 years of age or older

- (c) gives the Company their signed consent to act as a Director of the Company
 - (d) has the expertise and experience to discharge their duties properly, and
 - (e) is not ineligible to be a Director under the Corporations Act or the ACNC Act.
- 38.3. The Director appointed to fill a casual vacancy is to hold office until the next Annual General Meeting.
- 38.4. In the event of a vacancy in the position of Chairperson, one of the Deputy Chairpersons, as decided by the Board, may act in the position of Chairperson until the next Annual General Meeting.

39. Term of office

- 39.1. Other than a director appointed under clause 38, a Director's term of office starts at the end of the Annual General Meeting at which they are elected and ends at the end of the next Annual General Meeting at which they retire.
- 39.2. Office bearers may not hold the same position for more than three consecutive terms.

40. When a Director stops being a Director

- 40.1. A Director stops being a Director if the Director:
- (a) gives written notice of resignation as a Director to the Company
 - (b) dies, becomes of unsound mind or mentally incapacitated
 - (c) is removed as a Director by a resolution of the Members
 - (d) stops being a Member of the Company
 - (e) is a representative of a Member organisation, and that Member stops being a Member
 - (f) is a representative of a Member organisation, and the Member notifies the Company that the representative is no longer a representative
 - (g) is absent for three (3) consecutive Board meetings without approval from the Directors, or
 - (h) becomes ineligible to be a Director of the Company under the Corporations Act or the ACNC Act.
- 40.2. A Director who is a representative of an Organisation Member must provide written notice to the Secretary as soon as they cease and/or become aware of ceasing to be an eligible representative of the Organisation Member.

Powers of the Board of Directors

41. Powers of the Board

- 41.1. The Board is responsible for managing and directing the activities of the Company to carry out the purpose(s) set out in clause 6.
- 41.2. The Board may use all the powers of the Company except for powers that, under the Corporations Act or this Constitution, may only be used by Members.
- 41.3. The Board must decide on the responsible financial management of the Company

including:

- (a) any suitable written delegations of power under clause 42, and
- (b) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.

41.4. The Board cannot remove a Director or Auditor. Directors and Auditors may only be removed by a Members' Resolution at a General Meeting.

41.5. The Board may pass resolutions to make policies to give effect to this Constitution and for managing and directing the activities of the Company.

41.6. If at any time the number of Directors is reduced to fewer than three or is less than the number required for a quorum, the continuing Director or Directors may act only:

- (a) in an emergency
- (b) for the purposes of increasing the number of Directors to three (or higher if required for a quorum), or
- (c) to call a General Meeting.

42. Delegation of Board's powers

42.1. Other than non-delegable responsibilities specified in policies passed by a resolution of the Board, the Board may delegate to a committee, a Director, an employee of the Company (such as CEO) or any other person, as they consider appropriate:

- (a) any of their powers and functions, or
- (b) the implementation of their resolutions and day to day management of the affairs of the Company

42.2. Notwithstanding any delegation under this clause, the Board may continue to exercise any function delegated.

42.3. The Board may revoke wholly or in part any powers so delegated.

42.4. The Company must keep appropriate records of any delegations.

43. Payments to Directors

43.1. The Company must not pay Directors' fees.

43.2. The Company may:

- (a) pay a Director for work they do for the Company, other than as a Director, if the amount is no more than a reasonable fee for the work done, or
- (b) reimburse a Director for expenses properly incurred by the Director in connection with the affairs of the Company.

43.3. Any payment made under clause 43.2 must be approved by the Board.

44. Execution of documents

- 44.1. The Company may execute a document without using a common seal if the document is signed by:
- (a) two Directors of the Company
 - (b) a Director and the Secretary, or
 - (c) the CEO or some other person or combination of persons appointed by the Board for that purpose,

whether by signing a physical form of the document by hand or by signing an electronic form of the document using electronic means, which identifies the person and indicates the person's intention.

45. Validity

- 45.1. An act done by a Director or by a meeting of the Board or a committee attended by a Director is not invalid just because:
- (a) of a defect in the appointment of the Director
 - (b) the person is disqualified from being a Director or has vacated office, or
 - (c) the person is not entitled to vote,

if that circumstance was not known by the person or the Directors or committee, as the case may be, when the act was done.

Duties of Directors

46. Duties of Directors

- 46.1. The Directors must comply with their duties as Directors under legislation and common law, which include:
- (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable person would exercise if they were a Director of the Company
 - (b) to act in good faith in the best interests of the Company and to further the charitable purpose(s) of the Company set out in clause 6, not to misuse their position as a Director
 - (c) not to misuse information they gain in their role as a Director
 - (d) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 47
 - (e) to ensure that the financial affairs of the Company are managed responsibly, and
 - (f) not to allow the Company to operate while it is insolvent.
- 46.2. All Directors must adhere to Board policies (as amended from time to time by resolution of the Board) including, but not limited to, policies relating to conflicts of interest of Directors.

47. Conflicts of interest

- 47.1. A Director must disclose the nature and extent of any actual or perceived material

conflict of interest in a matter that is being considered at a meeting of the Board (or that is proposed in a resolution to be passed under clause 54):

- (a) to the other Directors, or
 - (b) if all of the Directors have the same conflict of interest, to the Members at the next General Meeting, or at an earlier time if reasonable to do so.
- 47.2. The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting and any other documents approved by the Board.
- 47.3. Each Director who has a material personal interest in a matter that is being considered at a meeting of the Board (or that is proposed in a Circular Resolution to be passed under clause 54) must not, except as provided under clauses 47.4:
- (a) be present at the meeting while the matter is being discussed, or
 - (b) vote on the matter.
- 47.4. A Director may still be present and vote if:
- (a) their interest arises because they are a Member of the Company, and the other Members have the same interest
 - (b) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Company (see clause 70)
 - (c) their interest relates to a payment by the Company under clause 69 (indemnity), or any contract relating to an indemnity that is allowed under the Corporations Act,
 - (d) the Australian Securities and Investments Commission (ASIC) makes an order allowing the Director to vote on the matter, or
 - (e) the Directors who do not have a material personal interest in the matter pass a resolution that:
 - i. identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the Company, and
 - ii. says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

Board meetings

48. When the Board meets

- 48.1. The Board may decide how often, where and when they meet.

49. Calling Board meetings

- 49.1. Notice of a meeting of the Board must be given to each Director at least 48 hours (or such other period as may be agreed upon by the Board) before the time appointed for holding the meeting.
- 49.2. The notice must be made in writing or by any other means of communication that has previously been agreed to by the Board.

50. Chairperson for Board meetings

- 50.1. The Chairperson or, in the Chairperson's absence, one of the Deputy Chairpersons as decided by the Board is to chair the Board meeting.
- 50.2. The Directors at a Board meeting may choose a Director to chair that meeting if the Chairperson and either of the Deputy Chairpersons are:
 - (a) not present within 30 minutes after the starting time set for the meeting, or
 - (b) present but unwilling or unable to act as Chairperson of the meeting.

51. Quorum at Board meetings

- 51.1. Unless the Directors determine otherwise, the quorum for a Board meeting is four Directors entitled to vote.
- 51.2. A quorum must be present for the whole Board meeting.
- 51.3. If within half an hour of the appointed time for the meeting a quorum is not present, the meeting stands adjourned to the same place and at the same hour of the same day in the following week.
- 51.4. If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.

52. Using technology to hold Board meetings

- 52.1. The Board may hold its meetings by using any virtual meeting platform that is agreed to by the Board.
- 52.2. The Board's agreement may be a standing (ongoing) one.
- 52.3. A Director may only withdraw their consent to use a virtual meeting platform within a reasonable period before the meeting.
- 52.4. Where the Directors are not all in attendance at one place and are holding a meeting using technology and each Director can communicate with the other Directors:
 - (a) the participating Directors are, for the purpose of every provision of this Constitution concerning Board meetings, taken to be assembled together at a meeting and to be present at that meeting, and
 - (b) all proceedings of those Directors conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were present in the one place.

53. Passing Board resolutions

- 53.1. A Board's resolution must be passed by a majority of the votes cast by Directors present and entitled to vote on the resolution.
- 53.2. In the case of an equality of votes, the Chairperson of the meeting does not have a second or casting vote.

54. Resolutions of the Board without a meeting – Circular Resolutions

- 54.1. The Board may pass a resolution without a Board meeting being held.

- 54.2. A resolution is passed if all the Directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 54.3 or clause 54.4.
- 54.3. Each Director may sign:
- (a) a single document setting out the resolution and containing a statement that they agree to the resolution, or
 - (b) separate copies of that document, as long as the wording of the resolution is the same in each copy.
- 54.4. The Company may send a Circular Resolution by email to the Directors and the Directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.
- 54.5. A Circular Resolution is passed when the last Director signs or otherwise agrees to the resolution in the manner set out in clause 54.3 or clause 54.4.

Office Bearers

55. Chairperson

- 55.1. The Chairperson, or in the Chairperson's absence, one of the Deputy Chairpersons as decided by the Board, may chair Board meetings, committees and General Meetings of the Company.
- 55.2. The Chairperson may act in the interval between meetings, on behalf of the Company and the Board, according to express instructions from the Board. Such acts must be:
- (a) justified on reasonable grounds; and
 - (b) reported to the Board at the next Board meeting, and approval of such acts must be sought from the Board.

56. Deputy Chairpersons

- 56.1. The Deputy Chairpersons may chair Board meetings, committees and General Meetings of the Company in the absence of the Chairperson.
- 56.2. In accordance with clause 38.4, the Deputy Chairpersons may act in the position of Chairperson in the event of a vacancy in that position
- 56.3. The Deputy Chairpersons are to carry out such duties as the Board delegates to them in furthering the objectives of the Company, and In the absence of the Chairperson.

57. Secretary

- 57.1. The Secretary must give the Company their signed consent to act as secretary of the Company.
- 57.2. The Secretary must ensure that the following are maintained:
- (a) a register of the Company's Members and Directors
 - (b) all appointments of office-bearers and Directors
 - (c) the minutes and other records of General Meetings (including notices of meetings), Board meetings and resolutions.

58. Treasurer

- 58.1. The Treasurer of the Company must ensure that:
- (a) all money due to the Company is collected and received and that all payments authorised by the Company are made
 - (b) correct books and accounts are kept showing the financial affairs of the Company including full details of all receipts and expenditure connected with the activities of the Company .
 - (c) all items of expenditure are formally authorised and minuted,
 - (d) the necessary actions are taken for the Company to meet the requirements under clause 63.

Chief Executive Officer (“CEO”)

59. Power to appoint a CEO

The Board may appoint a CEO for the period and on the terms as it thinks fit.

60. Remuneration

A CEO may, subject to the terms of any agreement between the CEO and the Company, receive remuneration as the Board decides.

61. Delegation of powers to CEO

- 61.1. The Board may, on the terms and conditions and with any restrictions as it thinks fit, delegate to the CEO any of the powers exercisable by the Board.
- 61.2. Any powers so conferred may be concurrent with the powers of the Board.
- 61.3. The Board may at any time withdraw or vary any of the powers conferred on a CEO, which may include appointing a temporary CEO.
- 61.4. Notwithstanding any delegation of powers by the Board to the CEO, the CEO is an ex-officio position on the Board of Directors and is not entitled to vote.

Minutes and records

62. Minutes and records

- 62.1. The Company must, within one month, make and keep the following records:
- (a) minutes of proceedings and resolutions of General Meetings
 - (b) minutes of any other resolutions of Members
 - (c) a copy of a notice of each General Meeting, and
 - (d) a copy of a Members’ statement distributed to Members under clause 31.
- 62.2. The Company must, within one month, make and keep the following records:
- (a) minutes of proceedings and resolutions of Board meetings (including meetings of any committees), and
 - (b) minutes of any other Board resolutions.

- 62.3. The Company must give a Member access to the records set out in clause 62.1.
- 62.4. The Board may authorise a Member to inspect the Company's other records at the time and places and under the conditions the Board considers appropriate.
- 62.5. A Member (other than a Director) does not have the right to inspect any document of the Company except as provided by law or as authorised by the Board.
- 62.6. The Board must ensure that minutes of a General Meeting or a Board meeting are signed within a reasonable time after the meeting by:
- (a) the Chairperson of the meeting, or
 - (b) the Chairperson of the next meeting.
- 62.7. The Board must ensure that minutes of the passing of a Circular Resolution (resolution passed without a meeting of Directors) are signed by a Director within a reasonable time after the resolution is passed.

63. Financial and related records

- 63.1. The Company must make and keep written financial records that:
- (a) correctly record and explain its transactions and financial position and performance, and
 - (b) enable true and fair financial statements to be prepared and to be audited.
- 63.2. The Company must also keep written records that correctly record its operations.
- 63.3. The Company must retain its records for at least 7 years.
- 63.4. The Board must take reasonable steps to ensure that the Company's records are kept secure.

Notice

64. What is notice

- 64.1. Anything written to or from the Company under any clause in this Constitution is written notice and is subject to clauses 65 to 67, unless specified otherwise.

65. Notice to the Company

Written notice or any communication under this Constitution may be given to the Company, the Board or the CEO by:

- (a) delivering it to the Company's registered office
- (b) posting it to the Company's registered office or to another address chosen by the Company for notice to be provided, or
- (c) sending it to an email address or other electronic address notified by the Company to the Members as the Company's email address or other electronic address.

66. Notice to Members

- 66.1. Written notice or any communication under this Constitution may be given to a Member:

- (a) in person
 - (b) by posting it to, or leaving it at the address of the Member in the register of Members or an alternative address (if any) nominated by the Member for service of notices
 - (c) sending it to the email or other electronic address nominated by the Member as an alternative address for service of notices (if any), or
 - (d) if agreed to by the Member, by notifying the Member at an email or other electronic address nominated by the Member, that the notice is available at a specified place or address (including an electronic address).
- 66.2. If a Member elects to receive documents in physical form or electronic form, the Company must take reasonable steps to send documents in a manner that complies with the election.
- 66.3. If the Company does not have an address for the Member, the Company is not required to give notice in person.

67. When notice is taken to be given

- 67.1. A notice:
- (a) delivered in person, or left at the recipient's address: is taken to be given on the day it is delivered
 - (b) sent by post within Australia: is taken to be given on the fifth Business Day after it is posted to the address notified by the recipient and payment of postage costs
 - (c) sent by email or other electronic method: is taken to be given when it is sent, and
 - (d) given under clause 66.1(d): is taken to be given on the Business Day after the notification that the notice is available is sent.
- 67.2. If the delivery or receipt of a notice is on a day which is not a Business Day or is after 5.00pm on a Business Day, it is deemed to be received at 9.00am on the following Business Day.

Financial Year

68. Company's financial year

The Company's financial year is from 1 July to 30 June, unless the Board passes a resolution to change the financial year.

Indemnity, Insurance and access

69. Indemnity

- 69.1. The Company indemnifies each officer of the Company out of the assets of the Company, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the Company.
- 69.2. In this clause, 'officer' means a Director or Secretary and includes a Director or Secretary after they have ceased to hold this office.

- 69.3. In this clause, 'to the relevant extent' means:
- (a) to the extent that the Company is not precluded by law (including the Corporations Act) from doing so, and
 - (b) for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).
- 69.4. In this clause, 'liability' means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or other body.
- 69.5. The indemnity is a continuing obligation and is enforceable by an officer:
- (a) even though that person is no longer an officer of the Company, and
 - (b) is enforceable without that person having first to incur any expense or make any payment.

70. Insurance

- 70.1. To the extent permitted by law (including the Corporations Act), and if the Board considers it appropriate, the Company may pay or agree to pay a premium for a contract insuring a person who is or has been an officer of the Company against any liability incurred by the person as an officer of the Company.

71. Directors' access to documents

- 71.1. A Director has a right of access to the financial records of the Company at all reasonable times.
- 71.2. The Board may resolve to give a Director or former Director access to:
- (a) documents provided for or available to the Directors, and
 - (b) any other documents referred to in those documents.

Winding Up

72. Winding up voluntarily

If permitted by law, the Company may be wound up voluntarily by a Special Resolution of Members.

73. Surplus Assets not to be distributed to Members

Subject to the Corporations Act and any other applicable Act, and any court order, if the Company is wound up, any Surplus Assets that remain must not be distributed to a Member or a former Member of the Company, unless that Member or former Member is a Charity described in clause 74.1.

74. Distribution of Surplus Assets

- 74.1. Subject always to clause 74.3, the Corporations Act and any other applicable Act, and any court order, any Surplus Assets that remain after the Company is wound up must be distributed to one or more charities:
- (a) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 6,

- (b) which also prohibit the distribution of any Surplus Assets to its present or former Members to at least the same extent as the Company, and
 - (c) that is or are deductible gift recipients within the meaning of the *Income Tax Assessment Act 1997* (Cth).
- 74.2. The decision as to the Registered Charity or Registered Charities to be given the Surplus Assets must be made by a Special Resolution of Members at or before the time of winding up. If the Members do not make this decision, the Company may apply to the Supreme Court of New South Wales to make this decision.
- 74.3. Where the Company has been endorsed as a deductible gift recipient under Subdivision 30-BA of the Tax Act and the Company is wound up or the Company's endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus:
 - (a) gifts of money or property for the principal purpose of the Company
 - (b) Contributions made in relation to an eligible Fundraising Event held for the principal purpose of the Company, and
 - (c) money received by the Company because of such gifts or Contributionsmust be transferred to one or more Registered Charities that meet the requirements of clause 74.1(a), (b) and (c).
- 74.4 For the purposes of this clause and clause 8 (Not for Profit):
 - (a) 'gift funds' means:
 - i. gifts of money or property for the principal purpose of the Company
 - ii. contributions made in relation to a fund-raising event held for the purposes of the Company
 - iii. money received by the Company because of such gifts and contributions.
 - (b) 'contributions' and 'fund-raising event' have the same meaning as in Division 30 of the *Income Tax Assessment Act 1997* (Cth).

Definitions and Interpretation

75. Definitions

In this Constitution, unless the context or subject-matter otherwise indicates or requires otherwise, the meanings of the terms are set out below.

Term	Meaning
"\$"	Australian dollars.
"ACNC Act"	the Australian Charities and Not-for-profits Commission Act 2012 (Cth).
"Admission Fee"	the sum as determined by the Board from time to time and payable at the time of making an application for membership.
"Annual Membership Fee"	the sum as determined by the Board from time to time and payable annually by 31 July.
"Arabic Speaking Communities"	persons who are Australian residents, citizens or other persons holding Australian visas and: <ul style="list-style-type: none">(a) of Arabic speaking background;(b) current or former nationals of an Arab Country;(c) born in an Arab Country and/or whose parents or ancestors were born in an Arab Country; or(d) Identify as Arabs or as Arabic speaking.
"Board"	the Directors of the Company from time to time.
"Chairperson"	a person elected by the Members to be the Company's Chairperson.
"CEO"	the Chief Executive Officer of the Company, appointed by the Board.
"Circular Resolution"	A Resolution without holding a meeting.
"Company"	the Company referred to in clause 1 of the Constitution.
"Constitution"	the Constitution of the Company.
"Corporations Act"	the Corporations Act 2001 (Cth) "Constitution" means this Constitution as amended.
"Deputy Chairperson"	a person elected by the Members to be the Company's Deputy Chairperson.
"Director"	a Member or a representative of a Member elected or appointed as a Director of the Company from time to time, in accordance with this Constitution.
"General Meeting"	a meeting of Members and includes the Annual General Meeting, under clause 22.1.
"Member"	a person or an incorporated body in accordance with clause 0 who is entered in the register of Members as a Member of the Company and who is entitled to vote and to nominate and be

Term	Meaning
	nominated to the Board under the Constitution.
"Member Present"	in connection with a General Meeting, a Member Present in person, or by representative.
"Members' Resolution"	as given in clause 30.1(a).
"Members' statement"	as given in clause 30.1(b).
"Organisation Member"	an incorporated body that is not-for-profit whose purpose aligns with the charitable purpose and Objects of the Company as set out in clause 6, and who is entered in the register of Members.
"Registered Charity"	a charity that is registered under the ACNC Act.
"Salaried Personnel"	staff Members employed by the Company in return for a paid salary.
"Special Resolution"	a resolution: <ul style="list-style-type: none"> (a) of which notice has been given under clause 24.5 (d), and (b) that is passed by at least 75% of the votes cast by Members Present and entitled to vote on the resolution.
"Surplus Assets"	any assets of the Company that remain after paying all debts and other liabilities of the Company, including the costs of winding up.
"Tax Act"	the <i>Income Tax Assessment Act 1997</i> (Cth).

76. Reading this Constitution with the Corporations Act

- 76.1. The replaceable rules set out in the Corporations Act do not apply to the Company.
- 76.2. While the Company is a Registered Charity, the ACNC Act and the Corporations Act override any clauses in this Constitution which are inconsistent with those Acts.
- 76.3. If the Company is not a Registered Charity (even if it remains a Charity), the Corporations Act overrides any clause in this Constitution which is inconsistent with the ACNC Act.
- 76.4. A word or expression that is defined in the Corporations Act, or used in that Act and covering the same subject, has the same meaning as in this Constitution.

77. Interpretation

In this Constitution:

- (a) the words 'including', 'for example', or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression,
- (b) the singular includes the plural and vice versa,
- (c) a gender includes every gender,
- (d) 'writing' and 'written' includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any

representation of words in a physical document or in an electronic communication or form or otherwise, and

- (e) reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations).