

Corporations Act

**CONSTITUTION OF
ALLIANCE OF AUSTRALIAN MUSLIMS LTD
ACN 643 056 455**

A company limited by guarantee

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Definitions and interpretation

1. Definitions

1.1 In this Constitution:

- **ACNC Act** means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth).
- **Annual General Meeting** a general meeting of the Members duly called and constituted in accordance with this Constitution.
- **Associate-member** means a Natural Person (not a legal entity created by the operation of law) appointed as an Associate-member in accordance with clause **16**.
- **Board** means the board of directors of the Company as elected from time to time by the Members pursuant to clause **43**.
- **Chairperson** means a Representative responsible for chairing any meeting of the Members and any meeting of the Board of the Company and appointed pursuant to clause **29.1**.
- **Company** means **ALLIANCE OF AUSTRALIAN MUSLIMS LTD** ACN 643 056 455 registered under the *Corporations Act*;
- **Community** means the mainstream Australian Muslim community;
- **Corporations Act** means the *Corporations Act 2001* (Cth);
- **Constitution** means the rules that comprise the constitution of the Company in force for the time being;
- **Directors** mean the directors of the Company in office for the time being or a quorum of the directors present at a Board meeting;
- **Entity** means body corporate that is registered:
 - a. as a not-for-profit association or a co-operative in its relevant State or Territory; or
 - b. as a not-for-profit company with the Australian Securities and Investments Commission Corporation (ASIC) pursuant to the Corporation Act.
- **General Meeting** means a general meeting of the Members including an Annual General Meeting, Special General Meeting and any adjourned meeting held;
- **Gift** means a gift as described in item 1 or item 2 of the table in Section 30-15 of the *Tax Act* to the company;
- **Member** means any company or association, or co-operative entered in the register as a member for the time being of the Company;
- **Member present** means in connection with a General Meeting, a Member present by the Representative at the venue or venues for the meeting;
- **Natural Person** means a human being as distinguished from a body corporate created by operation of law;
- **Ordinary resolution** means a resolution of Members at a General Meeting where more than one-half of the total votes cast on the resolution are in favour of the resolution;
- **Register of Members** means the register of members kept under the Act and includes any overseas branch register;

- **Registered office** means the registered office for the time being of the Company;
- **Registered Charity** means a charity that is registered under the ACNC Act;
- **Representative** means a Natural Person authorised in accordance with section 250D of the *Corporations Act*:

1. *“A body corporate may appoint an individual as a representative to exercise all or any of the powers the body corporate may exercise:*
 - a. *at meetings of a company’s members; or*
 - b. *at meetings of creditors or debenture holders; or*
 - c. *relating to resolutions to be passed without meetings.*

The appointment may be a standing one.

2. *The appointment may set out restrictions on the representative’s powers. If the appointment is to be by reference to a position held, the appointment must identify the position.*
3. *A body corporate may appoint more than 1 representative but only 1 representative may exercise the body’s powers at any one time.*
4. *Unless otherwise specified in the appointment, the representative may exercise, on the body corporate’s behalf, all of the powers that the body could exercise at a meeting or in voting on a resolution.”*

- **States and Territories of Australia** for the purpose of this Constitution means the following states and territories:

1. the Australia Capital Territory;
2. the State of New South Wales;
3. the Northern Territory;
4. the State of Queensland;
5. the State of South of Australia;
6. the State of Tasmania;
7. the State of Victoria; and
8. the State of Western Australia.

a **State** means any one of them including a Territory; and

States means all of them, including Territories.

- **Secretary** means any a Representative of a Member appointed the office of secretary of the Company pursuant to clause **59** of this Constitution.
- **Special resolution** means a resolution:
 - i. of which notice has been given under clause **24.4c**, and
 - ii. that has been passed by at least 75% of the votes cast by Members present and entitled to vote on the resolution.
- **Special General Meeting** means a meeting of the Members other than Annual General Meeting held pursuant to clause **21** and **22**.

- **Surplus assets** mean 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** means the *Income Tax Assessment Act 1997 (Commonwealth)* or any statutory modification, amendment or re-enactment in force and any reference to any section, part or division is to that provision as so modified, amended or enacted.
- **Vice-Chairperson** means a Representative responsible for chairing any meeting of the Members and any meeting of the Board of the Company, in the event where the Chairperson is not absent, and appointed pursuant to clause **29.1**

2. Reading this Constitution with the *Corporations Act*

- 2.1 The replaceable rules set out in the *Corporations Act* do not apply to this Company.
- 2.2 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.
- 2.3 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 that Act.
- 2.4 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.

3. Interpretation

3.1 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. 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);
- c. words importing the singular include the plural and vice versa;
- d. words importing a gender include any gender;
- e. words or expressions defined in the Act have those meanings;
- f. except so far as the contrary intention appears in this Constitution, an expression has, in a provision of these rules that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act;
- g. headings are for convenience only, and do not affect interpretation; and
- h. A reference to:
 - i. a party includes its administrators, successors, substitutes by novation, and assigns;
 - ii. any legislation includes legislation varying consolidating or replacing that legislation and includes all regulations or other instruments issued under that legislation;
 - iii. Unless the term “person” is capitalised (‘Person’), a person includes a body incorporated or unincorporated, partnership or any legal entity; and
 - iv. a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated.

Preliminary

4. Name of the company

4.1 The name of the Company is Alliance of Australian Muslims Ltd (**ACN 643 056 455**).

5. Type of company

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

6. Limited liability of members

6.1 The liability of Members is limited to the amount of the guarantee in clause **7**.

7. The guarantee

7.1 Each Member must contribute an amount not more than \$10 (the guarantee) to the property of the Company if the Company is wound up while the Member is a member, or within 12 months after they stop being a Member, and this contribution is required to pay for the:

- a. debts and liabilities of the company incurred before the Member stopped being a Member, or
- b. costs of winding up.

8. The Structure of the Company

8.1 The Company shall consist of the following:

- A. Members who are Members of the Company, each Member is represented by a Representative and have the right to vote;
- B. Associate-member(s) of the Company, who is a Natural Person and does not have any voting rights except within a sub-committee;
- C. A Board consisting of 22 Directors elected from the Members of Company who represent the States and Territories of Australia in the following manner:
 1. Two Directors from the Australia Capital Territory;
 2. Five Directors from the state of New South Wales;
 3. Two Directors from the Northern Territory;
 4. Three Directors from the state of Queensland;
 5. Two Directors from the state of South of Australia;
 6. Two Directors from the state of Tasmania;
 7. Four Directors from the state of Victoria; and
 8. Two Directors from the state of Western Australia.and,
- D. Sub-committees who are appointed by the Board of Directors to perform such functions as may be decided or delegated upon by the Board of Directors.

Charitable purposes and powers

9. Objects

- 9.1 The Company's objects are to pursue the following charitable purposes ("**the Primary Objectives**") in any way the Company deems fit, including, without limitation:
- a. To promote mutual respect and tolerance between the non-Muslim community and the Muslim Community in Australia by taking action to address racism and encourage widespread understanding among all sectors of the wider Australian community;
 - b. To promote harmony and understanding between the Australian Muslim Community and the wider Australian community;
 - c. To work towards eliminating discrimination of the Muslim Community, through promoting equality, diversity and understanding;
 - d. To advocate for the rights of Australian Muslims in practising their faith freely;
 - e. To promote restorative justice through mediating, reconciling those involved or likely to become involved in dispute or conflict, including organisations, authorities or groups.
- 9.2 The Company shall achieve the Primary Objectives through undertaking the following activities:
- a. develop educational programmes to educate Islamic and non-Islamic organisations in addressing the matters noted in the Primary Objectives;
 - b. engage experienced local and international organisations to advise on the matters noted in the Primary Objectives;
 - c. coordinate an effective unified representation of the Australian Muslim Community within the Australian media;
 - d. promote inclusive celebrations of cultural Islamic events for both the Australian Muslim Community and the wider Australian community;

- e. draft legal submissions, raise national awareness and engage with the Australian government and authorities to introduce laws on religious vilification, Islamophobic behaviour and hate;
- f. work alongside local governments to promote awareness and provide culturally appropriate services for the Muslim Community, to ensure that all members of the Muslim Community feel included with the wider Australian community;
- g. facilitate public relations workshops for Australian Muslim organisations to engage with other Australian organisations with similar purposes;
- h. engage with various key political decision-makers and encourage the Muslim Community with political involvement at State and Federal levels;
- i. provide various platforms to address the concerns of Muslim women with respect to their roles and achievements as well as other issues affecting them such as domestic violence, mental health, employment, education and company leadership;
- j. apply the income and property of the Company solely to promote the Primary Objectives;
- k. purchase, lease, rent, mortgage, and sell real property as may be deemed beneficial for the attainment of the Primary Objectives;
- l. invest, borrow, or raise money on such terms as may be deemed necessary to achieve the Primary Objectives;
- m. accept and receive donations of money, property, securities and any other assets that shall assist in achieving the Primary Objectives;
- n. carry out activities necessary and incidental to the Primary Objectives.

10. Powers

10.1 Subject to clause **11**, the Company has the following powers, which may only be used to carry out its purpose(s) set out in clause **9**:

- a. all the rights, powers and privileges and the legal capacity of a Natural Person ;
- b. accept gifts, devises, bequests or assignments made to the Company, whether on trust or otherwise, and whether unconditionally or subject to a condition;
- c. coordinate, initiate and undertake efforts to raise money in any manner whatsoever for all or any of the Company's objects;
- d. acquire, hold and dispose of real and personal property;
- e. enter into contracts;
- f. erect buildings;
- g. employ managers and other staff to implement the objects of the Company and pay such fees, salaries, emoluments and expenses as the Board consider reasonable to such candidate;
- h. act as trustee of moneys or other property vested in the Company on trust; and
- i. all the powers of a company limited by guarantee under the *Corporations Act*.

11. Not-for-profit

11.1 The Company must not distribute any income or assets directly or indirectly to its Members or Directors, except as provided in clauses **11.3, 74 and 75**.

11.2 The Company is prohibited from paying fees (or other remuneration) to its Members or Directors solely for their position as Member or Director.

11.3 Clauses **10, 11.1, 11.2, 74 and 75** do not stop the Company from doing the following things, provided they are done in good faith:

- a. paying a Member or Director for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the Company for any services rendered or goods supplied in the ordinary and usual course of business to the Company, or
- b. making a payment to a Director or Member for carrying out the Company's charitable purpose(s) and for official business, such as travel and hospitality costs for official business-related activities.

12. Amending the Constitution

12.1 Subject to clause **12.2**, the Members may, at a General Meeting, amend this Constitution by passing a Special resolution.

12.2 The Members must not pass a Special resolution that amends this Constitution if passing it causes the Company to no longer be a charity and not for profit.

Members

13. Membership and Register of Members

13.1 The Members of the Company are:

- a. the Company Members at the time of adopting this Constitution, and
- b. any other Entity that the Members allow to be a Member, in accordance with this Constitution.

13.2 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. name
 - ii. address
 - iii. any alternative address nominated by the Member for the service of notices, and
 - iv. date the Member was entered on to the Register of Members; and
 - v. Australian Company Number (ACN) or Australian Business Number (ABN) or Incorporated number.
- b. for each Entity who stopped being a Member in the last 7 years:
 - i. name
 - ii. address
 - iii. any alternative address nominated by the Member for the service of notices, and
 - iv. dates the membership started and ended;
 - v. Australian Company Number (ACN) or Australian Business Number (ABN) or Incorporated number.

13.3 The Company must give current Members access to the Register of Members subject to the approval of the Board.

13.4 Information that is accessed from the Register of Members must only be used in a manner relevant to the interests or rights of Members.

13.5 The rights of being a Member are not transferable whether by operation of law or otherwise.

14. Who can be a Member

14.1 An Entity that supports the purposes of the Company is eligible to apply to be a Member of the Company under clause 17.

14.2 An Entity is eligible for membership in the Company if they:

- a. Are faithful and observant adherents of the mainstream teachings and understanding of the Islamic faith in Australia; and
- b. Agree with the objects of this Constitution; and

- c. Are affected by issues related to the Australian Muslim Community;
- d. Are a company incorporated pursuant to the Corporation Act 2001 (Cth), Co-operative or an association pursuant to the relevant State law in Australia;
- e. Are able to demonstrate the regular activities for or on behalf of the Muslim Community;
- f. Pass the vetting process adopted by the Company.

14.3 A Natural Person is only eligible to be an Associate-member of the Company if they:

- a. Are over the age of 18; and
- b. Are faithful and observant adherents of the mainstream teachings and understanding of the Islamic faith in Australia; and
- c. Agree with the objects of this Constitution; and
- d. Are mentally fit and of sound mind; and
- e. Are not convicted of any indictable criminal offence; and
- f. Pass the vetting process adopted by the Company; and
- g. Agree to not have a voting right in the election process.

14.4 Subject to **clause 14.3**, a Natural Person who is an Associate-member does not hold any voting rights within any General Meeting but may attend Annual General Meetings and take part in projects or sub-committees of the Company at the invitation of the Board of Directors.

15. How to apply to become a Member

15.1 An Entity that is eligible for membership may apply to become a Member of the Company by writing to the Secretary stating that they:

- a. Want to become a Member;
- b. Support the objects of the Constitution;
- c. Agree to comply with the Company's Constitution, including paying the guarantee under clause 7 if required; and
- d. Signs the Company's Charter and Declaration.

15.2 A Natural Person who is eligible to be an Associate-member may apply to become an Associate-member in accordance with the requirement of a written application under clause 15.1.

15.3 In writing to the Secretary of the Company under **15.1**, an Entity must also elect a named Natural Person to be their Representative to the Company in accordance with section 250D of the *Corporations Act*. This Natural Person must be either:

- a. Director of the Entity;
 - b. Secretary of the Entity; or
 - c. official nominated Representative of the Entity.
- 15.4 The elected Representative must:
- a. Be over the age of 18; and
 - b. Be a faithful and observant adherent of the Islamic faith in Australia; and
 - c. Agree with the objects of this Constitution; and
 - d. Be mentally fit and of sound mind; and
 - e. Not be convicted of any indictable criminal offence.
- 15.5 Each Member shall be represented by one Representative only.
- 15.6 A Representative should represent one Member only.
- 16. Members decide whether to approve membership**
- 16.1 The Board must consider an application for membership or Associate membership within a reasonable time after the Secretary receives the application.
- 16.2 If the existing 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 inform the applicant that their application has been approved, and the date that their membership started (see clause **17**).
- 16.3 For the purposes of clause **16.2**, the approved membership of an Associate-member will be recorded on a separate register limited to Associate-members.
- 16.4 If the existing Board rejects an application, the Secretary must write to the applicant as soon as possible to inform the applicant that their application has been rejected but does not have to give reasons.
- 16.5 For the avoidance of doubt, the existing Board may approve an application even if the application does not state the matters listed in clauses **15.1** and **15.3**. In that case, by applying to be a Member, the applicant agrees to those matters.
- 17. When an Entity or a Natural Person becomes a Member**
- 17.1 Other than initial Members, an applicant will become a Member when they are entered on the Register of Members.
- 18. When an Entity or a Natural Person stop being a Member or Associate-member**
- 18.1 An Entity or a Natural Person immediately stops being a Member or Associate-member if:

- a. they are wound up or otherwise dissolved or deregistered (for an incorporated Member); or
- b. they resign, by writing to the Secretary; or
- c. they are expelled under clause **20.4**, or
- d. they have not responded within three (3) months to a written request from the Secretary that they confirm in writing that they want to remain a Member; or
- e. the Representative of the Entity dies without another being elected according to clause **15.3**; or
- f. the Entity breaches one of the conditions in clause **15.1**; or
- g. the Natural Person breaches one of the conditions in clause **14.3**; or
- h. The Natural Person dies.

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 or mutual time agreed upon by both parties or involved.

19.4 If those involved in the dispute do not resolve it under clause **20.3**, they must within 10 days:

- a. tell the Directors about the dispute in writing, and
- 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, an Entity chosen by the Directors, or

- ii. for other disputes, an Entity chosen by either the Commissioner of the Australian Charities and Not-for-profits Commission or 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 Directors under clause **19.5b(i)**:

- a. may be a Member or former Member of the Company;
- b. must not have an 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. Apply the Quran and Sunnah and exert to solve it in an Islamic manner.
- b. allow those involved a reasonable chance to be heard;
- c. allow those involved a reasonable chance to review any written statements;
- d. ensure that those involved are given natural justice; and
- e. not make a decision on the dispute.

20. Disciplining Members

20.1 In accordance with this clause, the Members may resolve to warn, suspend or expel a Member from the Company by passing a resolution at a General Meeting, if the Members consider that:

- a. the concerned Member has breached this Constitution, or
- b. the concerned Member's behaviour is causing, has caused, or is likely to cause harm to the Company.

20.2 At least 14 days before the General Meeting at which a resolution under clause **20.1** will be considered, the Members must notify the concerned Member in writing:

- a. that the Members are considering a resolution to warn, suspend or expel the concerned Member;
- b. that this resolution will be considered at a General Meeting and the date of that meeting;
- c. what the concerned Member is said to have done or not done;
- d. the nature of the resolution that has been proposed; and
- e. that the concerned Member may provide an explanation to the Members, and details of how to do so.

- 20.3 Before the Members pass any resolution under clause **20.1**, the concerned Member must be given a chance to explain or defend themselves by:
- a. sending the Members, a written explanation before that Members' meeting, and/or
 - b. speaking at the meeting.
- 20.4 After considering any explanation under clause **20.3**, the Members may:
- a. take no further action
 - b. warn the concerned Member
 - c. suspend the concerned Member's rights as a Member for a specified period (ordinarily no more than 12 months)
 - d. expel the concerned Member, or
 - e. refer the decision to an unbiased, independent Entity on conditions that the Members consider appropriate (however, the Entity can only make a decision that the Directors could have made under this clause).
- 20.5 The Company cannot issue a fine to the concerned Member.
- 20.6 The Members must give written notice to the Member of the decision under clause **20.4** as soon as possible.
- 20.7 Disciplinary procedures must be completed as soon as reasonably practical.
- 20.8 There will be no liability for any loss or injury suffered by the concerned Member as a result of any decision made in good faith under this clause.

General Meetings of Members

21. Special General Meeting called by Members

- 21.1 The Company shall, on the requisition in writing of a **twenty per cent (20%)** or more of the total Members of the Company, representing at least 4 States, convene a Special General Meeting to be held, the Directors must:
- a. within 14 days of the Members' request, give all Members notice of a Special General Meeting, and
 - b. hold the Special General Meeting within 2 months of the Members' request.
- 21.2 The percentage of votes that Members have (in clause **21.1**) is to be worked out as at midnight before the Members request the meeting.
- 21.3 The Members who make the request for a Special 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.

- 21.4 Separate copies of a document setting out the request may be signed by Members if the wording of the request is the same in each copy.

22. Special General Meetings called by Members

- 22.1 If the Directors do not call the Special General Meeting within 14 days of being requested under clause **21.1**, the Members who made the request may call and arrange to hold a General Meeting may hold a Special General Meeting.
- 22.2 To call and hold the Special General Meeting under clause **22.1** 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 Register of Members, 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.

23. Annual General Meeting

- 23.1 An Annual General Meeting must be held:
- a. within 18 months after registration of the Company, and
 - b. after the first Annual General Meeting, at least once in every calendar year.
- 23.2 Even if these items are not set out in the notice of meeting, the business of an Annual General Meeting may include:
- a. a review of the Company's activities
 - b. a review of the Company's finances
 - c. any auditor's report
 - d. the election of Directors, If due for an election, and
 - e. the appointment and payment of auditors, if any.
- 23.3 Before or at the Annual General Meeting, the Directors must give information to the members on the Company's activities and finances during the period since the last Annual General Meeting.
- 23.4 The Chairperson 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.
- 23.5 Associate members are entitled to attend Annual General Meetings but will **not** be afforded any right to vote at General Meetings.

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

24.3 must be provided in writing at least 21 days before the meeting.

24.4 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, the technology that will be used to facilitate this);
- b. the general nature of the meeting's business;
- c. if applicable, that a Special resolution is to be proposed and the words of the proposed resolution;

24.5 If a General Meeting is adjourned for one month or more, the Members must be given new notice of the resumed meeting.

25. Quorum at General Meetings

25.1 Notwithstanding clauses **21** and **22**, for a General Meeting to be held, **twenty per cent (20%)** or more of the total number of the Members of the Company, representing at least 4 States and Territories shall form a quorum; such a quorum must be present for the whole meeting. When determining whether a quorum is present, a Member may only be counted once.

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, 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:

- a. if the date is not specified – the same day in the next week,
- b. if the time is not specified – the same time, and
- c. if the place is not specified – the same place.

25.4 If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

26. Auditor's right to attend meetings

26.1 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.

26.2 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.

27. Representatives of Members

27.1 An Entity that is a Member may appoint as a Representative:

- a. only one Natural Person to represent the Member at meetings and to sign circular resolutions under clause **34**, and
- b. the same Natural Person who was appointed as a Representative may be elected as a Director of the Company.

27.2 The appointment of a Representative by a Member must:

- a. be in writing,
- b. include the name of the Representative,
- c. be signed on behalf of the Member, and
- d. be given to the Company or, for representation at a meeting, be given to the Chairperson or Secretary before the meeting starts.

27.3 Subject to clause **27.4**, a Representative shall have all the rights and powers of a Member granted in this Constitution.

27.4 The appointment may be standing (ongoing) unless revoked by the Member.

27.5 A Representative can only represent one Member; two Members or more cannot appoint the same Representative.

28. Using technology to hold meetings

28.1 The Company may hold a General Meeting at two or more venues using any technology that gives the Members as a whole, a reasonable opportunity to participate, including to hear and be heard.

28.2 Anyone using this technology is taken to be present in person at the meeting.

29. Chairperson for General Meetings

29.1 Pursuant to clause **43.5**, the Directors shall elect from amongst themselves a Chairperson and Vice-Chairperson for the Company.

29.2 Once elected, the Chairperson will assume the role of chairperson of the Board as well as the Chairperson of the Members of the Company.

29.3 The Chairperson of the Company shall be entitled to chair any General meeting and Board meetings.

29.4 Subject to clause **44**, the term of the Chairperson is the same term as the Board and shall retire at the end of the Board's term.

29.5 At any General Meeting, in the event where:

- a. there is no Chairperson, or
- b. the Chairperson is not present within 30 minutes after the starting time set for the meeting, or
- c. the Chairperson is present but says they do not wish to act as Chairperson of the meeting.

then the meeting shall be chaired by the Vice-Chairperson.

29.6 Subject to clause **29.5**, in the event where:

- a. there is no Vice-Chairperson, or
- b. the Vice-Chairperson is not present within 30 minutes after the starting time set for the meeting, or
- c. the Vice-Chairperson is present but says they do not wish to act as Chairperson of the meeting.

The Representatives present at such meeting may choose a Representative from amongst themselves to be the Chairperson for that meeting.

30. Role of the Chairperson

30.1 The Chairperson is responsible for the conduct of the General Meeting, and for this purpose must give Members a reasonable opportunity to make comments and ask questions (including to the auditor (if any)).

30.2 The Chairperson is also responsible for the conduct of meetings of the Board of Directors;

30.3 In the event of an equality of votes at a General Meeting or meeting of the Board, the Chairperson shall have a casting vote.

31. Adjournment of meetings

31.1 If a quorum is present, a General Meeting must be adjourned if a majority of Members present to direct the Chairperson to adjourn it.

31.2 Only unfinished business may be dealt with at a meeting resumed after an adjournment.

Members' resolutions and statements

32. Members' resolutions and statements

32.1 On the requisition of **twenty per cent (20%)** or more of the total number of the Members of the Company, representing at least 4 States and Territories may request a resolution by:

- a. A written notice to the Company of a resolution they propose to move 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).
- 32.2 A notice of a Members' resolution must set out the wording of the proposed resolution and be signed by the Members proposing the resolution.
- 32.3 A request to distribute a Members' statement must set out the statement to be distributed and be signed by the Members making the request.
- 32.4 Separate copies of a document setting out the notice or request may be signed by Members if the wording is the same in each copy.
- 32.5 The percentage of votes that Members have (as described in clause **32.1**) is to be worked out as at midnight before the request or notice is given to the Company.
- 32.6 If the Company has been given notice of a Members' resolution under clause **32.1a**, the resolution must be considered at the next General Meeting held more than two months after the notice is given.
- 32.7 This clause does not limit any other right that a Member has to propose a resolution at a General Meeting.

33. The Company must give notice of the proposed resolution or distribute a statement

- 33.1 If the Company has been given notice or request under clause **34**:
 - a. in time to send the notice of proposed Members' resolution or a copy of the Members' statement to Members with a notice of 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 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.
- 33.2 The Company does not need to send the notice of proposed Members' resolution or a copy of the Members' statement to Members if:
 - a. it is more than 1000 words long
 - b. the Directors consider it may be defamatory
 - c. clause **33.1b** 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.

34. Circular resolutions of Members

- 34.1 Subject to clause **34.3**, the Directors may put a resolution to the Members to pass a resolution without a General Meeting being held (a circular resolution).
- 34.2 The Directors must notify the auditor (if any) as soon as possible that a circular resolution has or will be put to Members and set out the wording of the resolution.
- 34.3 Circular resolutions cannot be used:
 - a. for a resolution to remove an auditor, appoint a Director or remove a Director
 - b. for passing a Special resolution, or
 - c. where the *Corporations Act* or this Constitution requires a meeting to be held.
- 34.4 A circular resolution is passed if all the Members entitled to vote on the resolution sign or agree to the circular resolution, in the manner set out in clause **34.5** or clause **34.6**.
- 34.5 Members may sign:
 - a. a single document setting out the circular resolution and containing a statement that they agree to the resolution, or
 - b. separate copies of that document, as long as the wording is the same in each copy.
- 34.6 The Company may send a circular resolution by email to Members and Members may agree by sending a reply email to that effect, including the text of the resolution in their reply.

Voting at General Meetings

35. Votes of a Members

- 37.1 Each Member has one vote.

36. Challenge to Member's right to vote

- 36.1 A Member or the Chairperson may, on fair and reasonable grounds, challenge a Representative's right to vote at a General Meeting at that meeting.
- 36.2 If a challenge is made under clause **36.1**, the Chairperson must decide whether or not the Representative may vote. The Chairperson's decision is final.

37. How voting is carried out

- 37.1 Voting in a General Meeting must be conducted by:
 - a. a show of hands, or
 - b. in writing, or

- c. another method is chosen by the Chairperson that is fair and reasonable in the circumstances.
- 37.2 The method of voting in **37.1** shall be decided by a show of hands of the Members present at the quorum.
- 37.3 The meeting minutes do not need to state the number or proportion of the votes recorded in favour or against the method of voting.
- 38. When and how a vote in writing must be held**
- 38.1 Notwithstanding clause **37**, a vote in writing may be demanded on any resolution by:
 - a. at least five Members present, or
 - b. at least **twenty per cent 20%** of the quorum present at such a General Meeting or
 - c. the Chairperson.
- 38.2 Unless the demand for a vote in writing is withdrawn, a vote in writing must be taken when clause **38.1** applies.
- 39. Appointment of Proxy**
- 39.1 Under this Constitution, no Member or Associate-member is allowed to appoint a proxy.
- 40. Voting by Proxy**
- 40.1 Under this Constitution, no voting is allowed by proxy, any proxy vote at any of the Company's meetings should be void.

Directors

- 41. Number of Directors**
- 41.1 The Company must not have more than **22 Directors** at any given time.
- 42. Relationship between Directors**
- 42.1 The Board of Directors cannot at any time comprise more than one-third of the Directors who are members of the same family or are residing at the same address.
- 43. Election and appointment of Directors**
- 43.1 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.
- 43.2 Apart from the initial Directors and Directors appointed under clause **43.7**, the Members at an Annual General Meeting shall elect a board of directors of the Company.
- 43.3 Each of the Directors must be appointed by a separate resolution unless the Members present at such Annual General Meeting have first passed a resolution that the appointments may be voted on together.

- 43.4 A Representative is eligible for election as a Director of the Company if they:
- a. are a Representative member; and
 - b. are nominated by two Representatives; and
 - c. give the Company their signed consent to act as a Director of the Company; and
 - d. are not ineligible to be a Director under the *Corporations Act* or the *ACNC Act*.
- 43.5 The newly elected Board shall elect from amongst themselves the officeholders of the Company via an ordinary resolution of the newly elected Directors. The offices are as follows:
- a. Chairperson;
 - b. Vice-Chairperson;
 - c. Secretary;
 - d. Vice-Secretary and
 - e. Treasurer.
- 43.6 A Director may hold more than one office save for the Chairperson and Vice-Chairperson and Secretary and Vice-Secretary.
- 43.7 If the number of Directors on Board is reduced to less than three or less than the required for a quorum, the remaining Board may appoint a Representative as a Director to fill a casual vacancy if that Representative:
- a. gives the Company their signed consent to act as a Director of the Company, and
 - b. is not ineligible to be a Director under the *Corporations Act* or the *ACNC Act*.

44. Term of office

- 44.1 The Board term of office is three (3) years.
- 44.2 The Board including a Director appointed under clause **43.7** term of office starts at the end of the Annual General Meeting at which they are elected and ends at the end of the Annual General Meeting when the end of their term.
- 44.3 At any Annual General Meeting any Director appointed by the Board to fill a casual vacancy must retire and be replaced by a Director elected by a resolution of the Members present at such Annual General Meeting.
- 44.4 A Director who retires under clauses **44.2** or **44.1** may be renominated for election or re-election.

45. When a Director stops being a Director

- 45.1 A Director stops being a Director if they:
- a. breach this Constitution, or
 - b. the Director's behaviour is causing, has caused, or is likely to cause harm to the Company,
 - c. act outside the ambit of powers allocated to them,

- d. bring the Company into disrepute,
- e. give written notice of resignation as a Director to the Company,
- f. die,
- g. are removed as a Director by a resolution of the Members,
- h. stop being a Member of the Company,
- i. are a Representative of a Member, and that Member stops being a Member,
- j. are a Representative of a Member, and the Member notifies the Company that the Representative is no longer a Representative,
- k. are absent for 3 consecutive Board Meetings without approval from the Chairperson, or
- l. become ineligible to be a Director of the Company under the *Corporations Act* or the *ACNC Act*.

Powers of Directors

46. Powers of Directors

- 46.1 The Directors are responsible for managing and directing the activities of the Company to achieve the purposes set out in clause 9.
- 46.2 The Directors 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.
- 46.3 The Directors must decide on the responsible financial management of the Company including:
 - a. any suitable written delegations of power under clause 50, and
 - b. how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
- 46.4 The Directors cannot remove a Director or auditor. Directors and auditors may only be removed by a Members' resolution at a General Meeting.
- 46.5 The powers and functions of the Board of Directors shall include:
 - a. To manage and administer the business and affairs of the Company
 - b. To carry out decisions and resolutions of the Company and to exercise such powers and functions as may be delegated to it by them.
 - c. To appoint sub-committees to perform such functions as may be decided upon by the Board.
 - d. To co-opt Members of the organisation or Associate members to sub-committees if they are found fit for the purpose and approved by the Board.
 - e. To supervise the activities of any trusts, schools, or sub-committees appointed or established by the Company.

47. Delegation of Directors' powers

47.1 The Board may delegate any of their powers and functions to a sub-committee or an employee of the Company or any other Associate-member, as they consider appropriate.

47.2 The delegation must be recorded in the Company's minute book.

47.3 The delegation of power must not exceed the powers of the Board.

47.4 The Director's right of voting shall not be delegated to any sub-committee, or an Associate-member or to a proxy.

48. Payments to Directors

48.1 The Company must not pay fees to a Director for acting as a Director.

48.2 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.

48.3 Any payment made under clause **48.2** must be approved by the Directors.

48.4 The Company may pay premiums for insurance indemnifying Directors, as allowed for by law (including the *Corporations Act*) and this Constitution.

49. Execution of documents

49.1 The Company may execute a document without using a common seal if the document is signed by:

- a. two Directors of the company, or
- b. a Director and the Secretary.

Duties of Directors

50. Duties of Directors

50.1 The Directors must comply with their duties as Directors under legislation and common law (judge-made law), and with the duties described in governance standard 5 of the regulations made under the *ACNC Act* which are:

- a. to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable Natural 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 **9**,
- c. not to misuse their position as a Director,

- d. not to misuse information they gain in their role as a Director,
- e. to disclose any perceived or actual material conflicts of interest in the manner set out in clause **51**,
- f. to ensure that the financial affairs of the Company are managed responsibly, and
- g. not to allow the Company to operate while it is insolvent.

51. Conflicts of interest

51.1 A Director must disclose the nature and extent of any actual or perceived material conflict of interest pursuant to Company policies from time to time, in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution):

- 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.

51.2 The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.

51.3 Each Director who has a material personal interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution) must not, except as provided under clauses **51.4**:

- a. be present at the meeting while the matter is being discussed, or
- b. vote on the matter.

51.4 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 **71**),
- c. their interest relates to a payment by the company under clause **70**, (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's meetings

52. When the Directors meeting

52.1 The Directors may decide how often, where and when they meet.

53. Calling a Board meeting

53.1 The Board shall, on the requisition in writing of seven (7) or more Directors representing at least 4 States, convene a Board Meeting be held, the Secretary must:

- a. within 7 days of the Director's request, give the Board a notice of Board meeting;
- b. hold a Board meeting within 28 days of the Director's request.

53.2 A Director may give notice in writing or by any other means of communication that has previously been agreed to by all of the Directors.

53.3 The Board shall, on the requisition in writing of the Chairperson to the Secretary, convene a Board Meeting be held, the Secretary must:

- a. within 7 days of the Chairperson request, give the Board a notice of Board meeting;
- b. hold the Board meeting within 28 days of the Chairperson's request.

53.4 A Director may give notice in writing or by any other means of communication that has previously been agreed to by all of the Directors.

54. Chairperson of the Board meetings

54.1 The Chairperson shall chair Board meetings.

54.2 At any Board meeting, in the event where:

- a. there is no Chairperson, or
- b. the Chairperson is not present within 30 minutes after the starting time set for the meeting, or
- c. the Chairperson is present but says they do not wish to act as Chairperson of the meeting.

then such Board meeting shall be chaired by the Vice-Chairperson.

54.3 Subject to clause **54.2**, in the event where:

- a. there is no Vice-Chairperson, or
- b. the Vice-Chairperson is not present within 30 minutes after the starting time set for the meeting, or
- c. the Vice-Chairperson is present but says they do not wish to act as Chairperson of the meeting.

The Directors at such a Board meeting may choose a Director to be the Chairperson for that meeting.

55. Quorum at a Board meeting

55.1 Unless the Directors determine otherwise, the quorum for a Directors' meeting is a majority (**more than 50%**) of the total number of the Board.

55.2 A quorum must be present for the whole Board meeting.

56. Using technology to hold Board meetings

56.1 The Directors may hold their meetings by using any technology (such as video or teleconferencing) that is agreed to by all of the Directors.

56.2 The Board agreement may be standing (ongoing) one.

56.3 A Director may only withdraw their consent within a reasonable period before the meeting.

57. Passing Directors' resolutions

57.1 A Directors' resolution must be passed by a majority of the votes cast by Directors present and entitled to vote on the resolution.

58. Circular resolutions of Directors

58.1 The Directors may pass a circular resolution without a Board meeting being held.

58.2 A circular 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 **58.2** or clause **58.4**.

58.3 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.

58.4 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.

58.5 A circular resolution is passed when the last Director signs or otherwise agree to the resolution in the manner set out in clause **58.2** or clause **58.4**.

Secretary

59. Appointment and role of Secretary

59.1 The Company must have at least one Secretary, who is a Director.

59.2 A Secretary must be appointed by the Board (after giving the company their signed consent to act as Secretary of the Company) and may be removed by the Board.

59.3 The Board must decide the terms and conditions under which the Secretary is appointed.

59.4 The role of the Secretary include:

- a. maintaining a register of the Company's Members;
- b. maintaining the minutes and other records of General Meetings (including notices of meetings), Board meetings and circular resolutions; and
- c. maintaining the role of a public officer of the Company who, from time to time, shall deal with the Australian Taxation Office in relation to Company tax affairs.

60. Appointment and role of treasurer

60.1 The Company must have at least one treasurer who is a Director.

60.2 A treasurer must be appointed by the Board (after giving the Company their signed consent to act as treasurer of the Company) and may be removed by the Board.

60.3 The Board must decide the terms and conditions under which the treasurer is appointed.

60.4 The role of the treasurer includes maintaining all financial dealings and records of the Company's Members.

Sub-Committee

61. Sub-Committees, Rules and Regulations

61.1 The Board subject to this Constitution may enact, adapt, alter or rescind any rules, regulations for the proper conduct of the affairs, business and meetings of any sub-committees, by a resolution of the Board.

61.2 Subject to clause **46.5 (c)**, the Board has the power to create, dissolve a sub-committee, and appoint or remove Associate members to a sub-committee.

61.3 The quorum for the meetings of a sub-committee appointed under this Constitution by the Board of Directors shall be as determined by the instrument authorising the sub-committee.

61.4 The meetings of a sub-committee shall be presided by a chairperson of the sub-committee appointed by the Board.

61.5 From time to time, the Board may request a meeting of all of the sub-committees collectively ("**Collective Meeting of sub-committees**").

61.6 For the purposes of the Collective Meeting of sub-committees, the Board shall elect from amongst themselves a Director to chair the Collective Meeting of sub-committees, or the Board, at its discretion, may appoint a chairperson of the Collective Meeting of sub-committees from the Members of the Company.

61.7 The chairperson of the Collective Meeting of sub-committees shall, by default, hold an office of a Director on the Board for the same term as the appointing Board.

61.8 The chairperson of the Collective Meeting of sub-committees ceases to be a chairperson of the Collective Meeting of sub-committees if they cease to be a Director, the opposite also applies.

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 circular 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 **33**.

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 circular resolutions of Directors.

62.3 To allow Members to inspect the Company's records:

- a. the Company must give a Member access to the records set out in clause **62.1**, and
- b. the Directors may authorise a Member to inspect other records of the Company, including records referred to in clause **62.2** and clause **63**.

62.4 The Directors 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.

62.5 The Directors must ensure that minutes of the passing of a circular resolution (of Members or 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 Directors must take reasonable steps to ensure that the Company's records are kept safe.

By-laws

64. By-laws

64.1 The Board may pass a resolution to make by-laws to give effect to this Constitution.

64.2 Members and Directors must comply with by-laws as if they were part of this Constitution.

Notice

65. What is notice

65.1 Anything written to or from the Company under any clause in this Constitution is written notice and is subject to clauses **66** to **68**, unless specified otherwise.

66. Notice to the Company

66.1 Written notice or any communication under this Constitution may be given to the Company, the Directors or the Secretary 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
- 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, or
- d. sending it to the fax number notified by the Company to the Members as the Company's fax number.

67. Notice to Members

67.1 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)
- d. sending it to the fax number nominated by the Member as an alternative address for service of notices (if any), or

- e. 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).

67.2 If the Company does not have an address for the Member, the Company is not required to give notice in person.

68. When notice is taken to be given

68.1 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, is taken to be given on the third day after it is posted with the correct payment of postage costs
- c. sent by email, fax or other electronic methods, is taken to be given on the business day after it is sent, and
- d. given under clause **67.1(e)** is taken to be given on the business day after the notification that the notice is available is sent.

Financial year

69. Company's financial year

69.1 The Company's financial year is from **1 July to 30 June**, unless the Directors pass a resolution to change the financial year.

Indemnity, insurance and access

70. Indemnity

70.1 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.

70.2 In this clause, 'officer' means a Director or Secretary and includes a Director or Secretary after they have ceased to hold that office.

70.3 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).

70.4 The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the Company.

71. Insurance

71.1 To the extent permitted by law (including the *Corporations Act*), and if the Directors consider 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.

72. Director's access to documents

72.1 A Director has a right of access to the financial records of the Company at all reasonable times.

72.2 If the Directors agree, the Company must give a Director or former Director access to:

- a. certain documents, including documents provided for or available to the Directors, and
- b. any other documents referred to in those documents.

Winding-up

73. Surplus assets not to be distributed to Members

73.1 If the Company is wound up, any surplus assets 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 Except where clause **75** applies, if the Company has obtained endorsement as a deductible gift recipient under the Income Tax Law and in the event of the winding up of the Company or its endorsement as a deductible gift recipient is revoked (whichever occurs first) any surplus property remaining after satisfaction of the debts and liabilities of the Company of the following assets shall be transferred by Special resolution of the Company to another organisation to which income tax-deductible gifts can be made and which was established for public charitable purposes:

- 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 contributions.

74.2 Where gifts to another organisation are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B of the Tax Act are satisfied, a payment or application of any surplus property under this clause must be made in accordance with those conditions.

75. Winding-up

- 75.1 On a winding up of the Company, any surplus assets of the Company remaining after the payment of its debts, liabilities and expenses must not be paid to or distributed among the Members, but must be transferred to:
- a. one or more bodies corporate, associations or institutions (whether or not a member or members) selected by the Members by Special resolution at or before the dissolution of the Company:
 - i. having objects which are charitable at law and are similar to the Company's objects;
 - ii. to which allowable income tax-deductible gifts can be made pursuant to the Income Tax Law; and
 - iii. whose Constitution prohibits the distribution of its or their income, profit, assets or property to no lesser extent than that imposed on the Company pursuant to clause **11**; or
 - iv. if there are no bodies corporate, associations or institutions which meet the requirements of 75.1 (b).
 - b. one or more bodies corporate, associations or institutions (whether or not a Member or Members of the Company) selected by the Members by special resolution at or before dissolution of the Company:
 - i. having objects which are charitable at law; and
 - ii. to which allowable income tax deductible gifts can be made under the Income Tax Law, or
 - c. if the Members do not make a selection pursuant to clause **75.1 (a)** or **(b)** for any reason, to one or more bodies corporate, associations or institutions meeting the requirements of either clause **75.1 (a)** or **(b)** selected by the Board, subject to the Board obtaining court approval pursuant to the *Corporations Act* to exercise this power.

Schedule 1 – Notice of Appointment

[name]

of *[address]*

In accordance with the clauses of the **Constitution of Alliance of Australian Muslims Ltd**, by this notice appoints *[name of nominee director]* of *[address of nominee director]* as a director of **Alliance of Australian Muslims Ltd**.

Dated:

SIGNED by its duly appointed officer in the presence of:

Signature of Witness

Signature of officer

Name of Witness

Name of officer

Schedule 2 – Notice of Removal

[name]

of *[address]*

In accordance with the clauses of the **Constitution of Alliance of Australian Muslims Ltd**, by this notice removed *[name of nominee director]* of *[address of nominee director]* as a director of **Alliance of Australian Muslims Ltd**.

Dated:

SIGNED by its duly appointed officer in the presence of:

Signature of Witness

Signature of officer

Name of Witness

Name of officer