

**CONSTITUTION**

**THE AUSTRALIAN SIKH ASSOCIATION LIMITED**

**Public Company Limited by Guarantee**

**Corporations Act 2001**

**Date: April 2016**

## Contents

<b>1. PRELIMINARY</b> .....	<b>4</b>
<b>2. DEFINITIONS</b> .....	<b>4</b>
<b>3. INTERPRETATIONS</b> .....	<b>6</b>
<b>4. APPLICATION OF THE CORPORATIONS ACT AND TRANSITIONAL ARRANGEMENTS</b> .....	<b>6</b>
<b>5. OBJECTS AND PURPOSES OF THE COMPANY</b> .....	<b>6</b>
<b>6. APPLICATION OF INCOME</b> .....	<b>7</b>
<b>7. LIABILITY OF MEMBERS</b> .....	<b>8</b>
<b>8. MEMBERSHIP</b>	
<b>8.1 Categories of Membership</b> .....	<b>8</b>
<b>8.2 Eligibility for Membership</b> .....	<b>8</b>
<b>8.3 Cessation of Membership</b> .....	<b>9</b>
<b>8.4 Full Membership Categories and Fees</b> .....	<b>9</b>
<b>8.5 Donations that May be Applied for Patron &amp; Chief Patron Appointment</b> .....	<b>9</b>
<b>8.6 Transitional Provisions for Existing Members</b> .....	<b>9</b>
<b>8.7 Rights and Privileges of Members</b> .....	<b>10</b>
<b>8.8 Application for Membership as a Life Member</b> .....	<b>11</b>
<b>8.9 Consequence of Lapsed Membership</b> .....	<b>11</b>
<b>8.10 Register of Members</b> .....	<b>11</b>
<b>8.11 Membership not Transferable</b> .....	<b>11</b>
<b>9. GENERAL MEETINGS</b> .....	<b>11</b>
<b>9.2 Annual General Meeting (AGM)</b> .....	<b>11</b>
<b>9.3 Extraordinary General Meeting (EGM)</b> .....	<b>12</b>
<b>9.4 Notice of the Meetings</b> .....	<b>12</b>
<b>9.5 Procedure for General Meetings</b> .....	<b>13</b>
<b>9.6 Conduct of the General Meetings</b> .....	<b>13</b>
<b>9.7 Decision making</b> .....	<b>14</b>
<b>10. BOARD OF DIRECTORS</b> .....	<b>15</b>
<b>10.2 Portfolios of Directors</b> .....	<b>15</b>
<b>10.3 Chairperson</b> .....	<b>17</b>
<b>10.4 Eligibility of Directors</b> .....	<b>17</b>
<b>10.5 Election Procedure for Directors</b> .....	<b>17</b>
<b>10.6 Term of Office of Directors</b> .....	<b>19</b>
<b>10.7 Removal &amp; Disqualification of Directors</b> .....	<b>19</b>
<b>10.8 Resignation of Directors</b> .....	<b>20</b>
<b>10.9 Casual Vacancy in the Board</b> .....	<b>20</b>

10.10	Remuneration of Directors .....	20
10.11	Powers and Duties of the Board .....	20
10.12	Members' Reserve Power .....	22
10.13	Quorum for Board meetings .....	22
10.14	Notice of Board Meetings .....	22
10.15	Proceedings of the Board of Directors .....	22
10.16	Records .....	24
11.	<b>DISCIPLINARY MATTERS</b> .....	25
11.1	Disciplinary Action .....	25
11.2	Dispute Resolution.....	26
12.	<b>SEAL</b> .....	26
13.	<b>REGISTER OF MEMBERS</b> .....	26
14.	<b>ACCOUNTS</b> .....	27
15.	<b>AUDIT</b> .....	27
15.1	External Audit.....	27
15.2	Internal Audit .....	28
16.	<b>NOTICES</b> .....	28
16.1	All notices referred to below must be in writing .....	28
16.2	Notices by the Company to Members.....	28
16.3	Notices by Members or Directors to the Company: .....	28
16.4	Notices posted to addresses outside the Commonwealth: .....	28
16.5	Proof of Delivery of Notice Not Required .....	28
16.6	Time of service: .....	28
17.	<b>BY-LAWS</b> .....	28
18.	<b>INDEMNITY &amp; INSURANCE &amp; ACCESS</b> .....	29
19.	<b>AMALGAMATION OR DISSOLUTION</b> .....	29
20.	<b>AMENDMENTS TO THE CONSTITUTION</b> .....	30
21.	<b>CHARITABLE TRUST</b> .....	30
<b>ANNEXURES</b>		
A – Application for Membership Form		
B – Nomination for Directorship Form		
C – Proxy Form		

# **CONSTITUTION OF THE AUSTRALIAN SIKH ASSOCIATION LIMITED**

(A Public Company Limited by Guarantee)

## **1. PRELIMINARY**

- 1.1. The name of the Company is The Australian Sikh Association Limited (hereinafter called the Company).
- 1.2. The Company is a public company limited by guarantee.
- 1.3. The Company is a not-for-profit company established solely for the achievement of the objects and purposes as set out in this Constitution.
- 1.4. On the date of the registration of the Company with ASIC, the registered office of the Company is 4-18 Meurants Lane, Glenwood NSW 2768.

## **2. DEFINITIONS**

**"Association"** means the " Australian Sikh Association Incorporated" incorporated under the New South Wales Associations Incorporation Act, 2009 (previously 1984).

**"Advisory Committee"** means a Committee set up by the Board under Clause 10.15.13.

**"AGM"** means annual general meeting of members.

**"ASIC"** means Australian Securities and Investments Commission.

**"ACNC"** means Australian Charities and Not-for-Profits Commission.

**"ACNC Act"** means the Australian Charities and Not-for-profits Commission Act 2012 (Cth) as amended or re-enacted from time to time.

**"Board"** means the board of Directors.

**"Chairperson"** means the chairperson of the Board as elected under Clause 4.4 or 10.3.1.

**"Chief Patron Member"** means a person who is a Member appointed by the Board in accordance with Clause 8.4.3, or becomes a Member in accordance with Clause 8.6.1(c).

**"Code"** means Sikh Code of Conduct and Conventions 1945 (also referred to as Sikh Rehat Maryada) as published by the Dharam Parchar Committee of Shiromani Gurdwara Parbandhak Committee, Amritsar.

**"Committee"** means committee set up by the Board pursuant to a determination made in a Board meeting, including the Dispute Resolution Committee, the Functional Committee and the Advisory Committee.

**"Committee Member"** means a person who is a member of a Committee.

**"Company"** means The Australian Sikh Association Limited.

**"Company Secretary"** means the person holding office as the company secretary of the Company as described in Clause 10.2.1.

**"Constitution"** means this Constitution.

**"Corporations Act"** means the Corporations Act 2001 (Cth) as amended or re-enacted from time to time.

**"Director"** means a person holding office as a director of the Company under this Constitution.

**"Deputy Chairperson"** means the deputy chairperson of the Board as elected under Clause 4.4 or 10.3.1.

**“Dispute Resolution Committee”** means a Committee appointed by the Board pursuant to Clause 11.2.2(b).

**“EGM”** means extraordinary general meeting of Members which is also sometimes referred to as special general meeting (SGM).

**“Election Year”** means the period of twelve (12) months immediately after the registration of the Company and thereafter, each period of twelve (12) months commencing twelve (12) months after expiration of the previous election year.

**“Eligibility Criteria”** means the criteria set out in Clause 8.2.

**“Full Member”** means a person who is a Life Member, Patron Member or Chief Patron Member.

**“Functional Committee”** means a Committee set up by the Board under Clause 10.15.11.

**“Greater Sydney”** means the geographic area within the boundaries of the Greater Sydney (Greater Capital City Statistical Area) as described in the current Australian Statistical Geography Standard published by the Australian Bureau of Statistics.

**“Gurdwara”** means the place of worship for Sikhs.

**“Guru Ka Langar”** means food prepared according to the Sikh tradition in the kitchen attached to the Gurdwara and served free of charge and without any distinction of background to all devotees and visitors to *the Gurdwara*.

**“Law”** means the Corporations Act 2001 (Cth) as amended or re-enacted from time to time and any other acts, regulations and legislation of the Commonwealth of Australia or the State of New South Wales applicable to the Company.

**“Life Member”** means a person who is a Member admitted by the Board in accordance with Clause 8.4.1, or becomes a Member in accordance with Clause 8.6.1(a),

**“Life Member Fees”** means the fees payable by a person before becoming a Life Member under Clause 8.4.1 as prescribed from time to time by the general meeting of the Company.

**“Member”** means a person whose name is entered in the Register of Members as either a Life Member, Patron Member, Chief Patron Member or Provisional Member.

**“Patron Member”** means a person who is a Member appointed by the Board in accordance with Clause 8.4.2, or becomes a Member in accordance with Clause 8.6.1 (b).

**“Panel Members”** means the persons appointed by the Board under Clause 10.5.16 and selected by the Returning Officer under Clause 10.5.17.

**“Presiding Officer”** means

- (a) in respect to a general meeting of the Members, the person who presides at such meeting pursuant to Clause 9.5.3; and
- (b) in respect to a meeting of the Board, the person who presides at such meeting pursuant to Clauses 10.15.9 and 10.15.10.

**“Provisional Member”** means a person who becomes a Member pursuant to Clause 8.6.2(a).

**“Register of Members”** means the register of Members kept under the Corporations Act.

**“Returning Officer”** means the person appointed by the Board under Clause 10.5.15.

**“Sikh”** shall mean a person who believes in One Supreme Being, teachings of ten (10) Gurus from Guru Nanak Dev to Guru Gobind Singh, *Sri Guru Granth Sahib* and does not believe in or practice any other religion.

**“Suitability Statement”** means a statement by a candidate for Director, as described in Clause 10.5.3.

“Trust” means the Australian Sikh Association Charitable Trust.

“Year” shall mean a period between one AGM and the next AGM.

### **3. INTERPRETATIONS**

3.1 In this Constitution, unless the contrary intention appears:

- (a) Words importing one gender only shall include the other gender;
- (b) Words importing a singular number only shall include plural number and vice versa;
- (c) Words importing persons shall include companies and corporations.

3.2 Except so far as the contrary intention appears in this Constitution:

- (a) an expression has in this Constitution the same meaning as in the Corporations Act;
- (b) if an expression is given different meanings for the purposes of different provisions of the Corporations Act, the expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.

3.3 “Including” and similar expressions are not words of limitation.

3.4 The provision of a table of contents, the division of this Constitution into clauses and sub-clauses and insertion of headings are for convenience only and do not form part of this Constitution or affect its interpretation.

3.5 Expressions referring to writing shall be construed as including references to printing, lithography, photography and any other means of storing data including electronically and other modes of representing or reproducing words in a visible form.

### **4. APPLICATION OF THE CORPORATIONS ACT AND TRANSITIONAL ARRANGEMENTS**

4.1 This Constitution is to be interpreted subject to the Corporations Act. The replaceable rules under the Corporations Act shall not apply to the Company. While the Company is a registered charity under the ACNC Act, the ACNC Act and the Corporations Act override any clauses in this Constitution to the extent that they are inconsistent with the ACNC Act or the Corporations Act.

4.2 This Constitution shall come into effect on the date of the registration of the Company with ASIC.

4.3 On registration of the Company with ASIC, the thirteen members comprising the board of trustees of the Association immediately preceding such registration shall assume office as the Directors and the remaining members of the executive committee of the Association immediately preceding such registration shall form the management committee assisting the Board of the Company until the first election of the Board of Directors of the Company.

4.4 The Board as per Clause 4.3 shall elect one of their number as the Chairperson and another as the Deputy Chairperson.

4.5 The Board as per Clause 4.3 shall call the first elections of the Board of Directors of the Company in accordance with the provisions contained in this Constitution not later than twelve (12) months from the date of the registration of the Company.

### **5. OBJECTS AND PURPOSES OF THE COMPANY**

The Company’s objects and purposes are:

5.1 To take over and manage the entire funds, land and buildings and other assets and liabilities of the present Association.

5.2 To manage and operate *Gurdwara* situated at 4-18 Meurants Lane Glenwood NSW and if need be establish more *Gurdwaras* in Australia to propagate the Sikh religion.

- 5.3 To establish charitable and welfare programmes for the community, including accommodation for the aged and needy.
- 5.4 To promote in Australia an understanding of the Sikh philosophy, identity, religion and culture.
- 5.5 To make representations to the Government and other organisations on matters affecting the Sikh faith at local, state, federal and international forums.
- 5.6 To provide a common meeting ground for the persons interested in Sikh culture and philosophy and to exchange ideas with other ethnic, cultural, community and religious groups.
- 5.7 To establish, encourage and support educational and other institutions from pre-school to tertiary level under the educational system of New South Wales and Australia including Punjabi Language School, Sikh Scripture and *Katha/Kirtan* classes catering for the ethnic and cultural requirements of the community.
- 5.8 To provide "*Guru Ka Langar*".
- 5.9 To promote English and Punjabi languages among the community to further the cause of multiculturalism and racial harmony.
- 5.10 To make donations for charitable and welfare purposes.
- 5.11 To set up programmes to relieve distress, sickness and financial suffering for economically disadvantaged persons in necessitous circumstances.
- 5.12 To promote sports including outdoor and indoor games, *Gatka* (Sikh martial arts), outings and other activities connected with mental, spiritual, physical and social welfare of the community.
- 5.13 To organise special programs for the benefit of children, youth, women and the elderly.
- 5.14 To establish child and aged-care facilities and nursing homes.
- 5.15 To acquire real estate and undertake financial investments in bonds, shares and managed funds of AA rating and above or of equivalent grade and other commercial investments of low risk and sound nature to generate income for the achievement of the objectives of the Company.
- 5.16 To sell, improve, manage, develop, exchange, lease, dispose of or otherwise deal with all or any part of the property and rights of the Company.
- 5.17 To take or hold mortgages, liens and charges to secure payments of the purchase price or any unpaid balance or any part of the unpaid balance of the purchase price of the Company's property of whatsoever kind sold by the Company or any monies due to the Company from purchasers or others.
- 5.18 To accept any gift of property, testamentary or otherwise, including any financial assets whether subject to any special trust or not for any one or more of the objects of the Company, but subject always to any limitation in this Constitution.
- 5.19 To take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions for the funds of Company in the shape of fundraising, donations, annual subscriptions or otherwise.
- 5.20 To print and publish any newspapers, periodicals, books or leaflets that the Company may think desirable for the promotion of its objects.
- 5.21 To set up one or more charitable trusts for achieving the objectives of the Company.
- 5.22 To do all such things as are necessary to achieve the aims and objectives as set out above.
- 5.23 Notwithstanding any other provisions of this Constitution, the power of the Company may only be used to carry out the objects and purposes as set out in Clauses 5.1 to 5.22.

## **6. APPLICATION OF INCOME**

- 6.1 The income and property of the Company from wherever derived shall be applied solely towards achieving the objects and purposes of the Company as set out in Clauses 5.1 to 5.22 of this

Constitution.

- 6.2 The Company shall not distribute, pay or transfer to the Members either directly or indirectly by way of dividend, bonus or otherwise any income or property of the Company.
- 6.3 The Company shall not appoint any Director or Committee Member to a salaried position of the Company and shall not pay any salary, fees, bonus or other benefit in money or in kind to any holder of office in the Company as a Director or Committee Member.
- 6.4 Notwithstanding Clauses 6.1 to 6.3, the Company is not prevented from:
- 6.4.1 reimbursing any Member, Director, Committee Member or employee any out-of-pocket expenses incurred on behalf of the Company provided the amount is reasonable as expected in an ordinary commercial transaction of similar type between unrelated parties dealing at arm's length.
- 6.4.2 paying any Member, not being a Director, Committee Member or any other office holder in the Company, for goods and services supplied to the Company in the ordinary course of business provided the amount is reasonable as expected in an ordinary commercial transaction of similar type between unrelated parties dealing at arm's length.
- 6.5 Nothing herein shall prevent payment of remuneration to the employees of the Company as per their employment contracts or as required by Law.

## **7. LIABILITY OF MEMBERS**

- 7.1 The liability of the Members is limited.
- 7.2 Every Member of the Company undertakes to contribute to the property of the Company in the event of the Company being wound up, while he or she is a Member, or within one year after he or she ceases to be a Member, for payment of the debts and liabilities of the Company (contracted before he or she ceased to be a Member), and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, provided that such amount as may be required shall not exceed one hundred dollars (\$100).

## **8. MEMBERSHIP**

### **8.1 Categories of Membership**

There are four categories of Members, namely:

- (a) Life Member;
- (b) Patron Member;
- (c) Chief Patron Member; and
- (d) Provisional Member subject to Clause 8.6.2.

### **8.2 Eligibility for Membership**

A person applying for membership of the Company must be a natural person, and satisfy the following eligibility criteria:

- (a) the person must be a Sikh;
- (b) the person must be at least 18 years old;
- (c) the person must be an Australian citizen or a permanent resident of Australia;
- (d) the person must have his or her principal place of residence in Australia;
- (e) the person must not have been convicted of any indictable offence;
- (f) the person must not be a member, supporter, participant, advocate or in any way associated with any person or organisation, whether or not recognised by law, which fosters, advocates



or encourages illegal conduct under the laws of Australia or contrary to the tenets of Sikhism; and

- (g) the person must not have brought the Sikh faith, the Company or the Sikh community into disrepute.

### **8.3 Cessation of Membership**

A person shall cease to be a Member if:

- (a) the Member resigns from membership by notice in writing to the Company;
- (b) the Member dies;
- (c) the Member becomes of unsound mind, or is a person whose estate is liable to be dealt with in any way under the law relating to mental health;
- (d) the Member is declared bankrupt under Australian law; and
- (e) the Member is expelled by a special resolution of the general meeting of Members.

### **8.4 Full Membership Categories and Fees**

#### **8.4.1 Life Member**

A person who satisfies the Eligibility Criteria may be admitted by the Board in accordance with Clause 8.8, as a Life Member on payment of the Life Member Fees. Effective from the date of registration of the Company with ASIC the life membership fee (of the Company) shall not be less than the prevailing amount (eight hundred and twenty-five dollars (\$825) inclusive of GST).

#### **8.4.2 Patron Member**

A Life Member may be appointed as a Patron Member by the Board on having paid to the Company, the Trust or any other charity established by the Company, in addition to the Life Member Fee a sum of money as donations equivalent to the fees prescribed for Life Membership in lump sum or instalments of fifty dollars (\$50) or more in the twelve (12) months period up to the date of request to become a Patron Member.

#### **8.4.3 Chief Patron Member**

- (a) A Patron Member may be appointed as a Chief Patron Member by the Board on having paid to the Company, the Trust or any other charity established by the Company, in addition to the Life Member Fees and the donations made for the appointment as a Patron Member, a sum of money as donations equivalent to eight (8) times the Life Member Fees in lump sum or in instalments of fifty dollars (\$50) or more in the twelve (12) months period up to the date of request to become a Chief Patron Member.
- (b) A Life Member may be appointed as a Chief Patron Member by the Board on having paid to the Company, the Trust or any other charity established by the Company, in addition to the Life Member Fees, a sum of money as donations equivalent to nine (9) times the Life Member Fees in lump sum or in instalments of fifty dollars (\$50) or more in the twelve (12) months period up to the date of request to become a Chief Patron Member.

### **8.5 Donations that May be Applied for Patron & Chief Patron Appointment**

A donation made by a person otherwise complying with Clauses 8.4.2 and 8.4.3 may be taken into consideration for the Patron or Chief Patron appointment of the donor's spouse, parents, children, children's spouses, grandchildren or grandparents.

### **8.6 Transitional Provisions for Existing Members**

#### **8.6.1 Life, Patron and Chief Patron Members of the Association**

- (a) All existing life members of the Association shall automatically become Life Members of the Company on the date of the registration of the Company with ASIC, unless they give a written declaration to decline this membership.

- (b) All existing patron members of the Association shall automatically become Patron Members of the Company on the date of the registration of the Company with ASIC, unless they give a written declaration to decline this membership.
- (c) All existing chief patron members of the Association shall automatically become Chief Patron Members of the Company on the date of the registration of the Company with ASIC, unless they give a written declaration to decline this membership.

#### 8.6.2 Ordinary Members of the Association

- (a) All existing ordinary members of the Association shall become Provisional Members on the date of the registration of the Company with ASIC, unless they give a written declaration to decline this membership. The membership of the Provisional Members shall be valid for a period of nine (9) months from the date of the registration of the Company with ASIC, provided the prescribed annual ordinary membership fee has been currently paid. During this period of nine (9) months a Provisional Member is entitled to become a Life Member by:
  - (i) payment to the Company of a further sum of six hundred and sixty dollars (\$660) (inclusive of GST) in a lump sum, or
  - (ii) payment to the Company (or to the Association, if the payments are made before the date of registration of the Company) in instalments of fifty dollars (\$50) or more in the twelve (12) months period up to the date of request to become a Life Member.
- (b) After expiration of a period of nine (9) months following the date of the registration of the Company with ASIC, the Provisional Member category shall expire.

### 8.7 Rights and Privileges of Members

- 8.7.1 Subject to relevant eligibility criteria as set out in this Constitution, a Full Member is entitled to vote, attend all general meetings and hold any office for which he or she is qualified under this Constitution including as Director or on a Committee.
- 8.7.2 A person who is a Provisional Member shall be entitled to exercise all rights and privileges of a Full Member, except entitlement to hold office as a Director, or on a Committee.
- 8.7.3 A Member shall be entitled to vote for the election of the Board only if he/she has been a Member for a continuous period of at least ten (10) calendar months immediately before the date of election, except for the first election of the Board after the registration of the Company at which all Members shall be entitled to vote.
- 8.7.4 A Member shall be entitled to attend and vote at any general meeting of the Company only if he/she has been a duly registered Member for at least ten (10) calendar months prior to the date when the meeting is held.

### 8.8 Application for Membership as a Life Member

- 8.8.1 Any person meeting the Eligibility Criteria may apply to the Board by completing an Application for Membership Form as per Annexure A or as it is updated by the Board from time to time to become a Life Member of the Company.
- 8.8.2 The application form must be personally signed by the applicant, the proposer and the seconder and must be lodged with the Company Secretary.
- 8.8.3 An applicant must be proposed by a Member and seconded by another Member. The proposer and the seconder must have both known the applicant to be a person of good character, standing and reputation and who otherwise satisfies the Eligibility Criteria.

- 8.8.4 At the next meeting of the Board to be held not later than thirty (30) days after the receipt of any application for membership, such application shall be considered by the Board which must thereupon determine the admission or rejection of the applicant.
- 8.8.5 The Company Secretary shall advise the applicant within two (2) weeks of a decision by the Board as to whether the Board has approved or rejected the application.
- 8.8.6 An offer for membership by the Board may be accepted by the applicant by payment of the Life Member Fees outlined in Clause 8.4.1. If no payment is received within thirty (30) days of the offer of membership in writing, the offer shall lapse.
- 8.8.7 If an application for membership is rejected by the Board, upon request by the relevant applicant, the Board shall provide the applicant with its reason for the rejection of the application. The Board's decision to reject an application for membership is final and binding on the applicant unless the Board is not acting in good faith when making that decision.
- 8.8.8 Upon acceptance of the offer of membership and payment in accordance with Clause 8.8.6, the applicant is deemed to have agreed to be bound by this Constitution and the Company must enter the applicant's name into the Register of Members.

## **8.9 Consequence of Lapsed Membership**

- 8.9.1 A person whose membership has ceased shall not have any rights or privileges as a Member.
- 8.9.2 A Provisional Member whose membership has ceased for failure to become a Life Member during the transition period as outlined in Clause 8.6.2 shall thereafter be entitled to apply for membership as a new Life Member.

## **8.10 Register of Members**

The Company Secretary shall keep and maintain a Register of Members in accordance with Clause 13.1.

## **8.11 Membership not Transferable**

Membership of the Company is personal to the Member and is not transferable.

# **9. GENERAL MEETINGS**

## **9.1 General**

- 9.1.1 The Company shall hold its first AGM within twelve (12) months after its registration with ASIC.
- 9.1.2 The Company shall hold an AGM of the Members in accordance with the provisions of the Corporations Act no later than five (5) months after the end of the financial year and any EGMs as per Clauses 9.3.1 to 9.3.4 of this Constitution.
- 9.1.3 The above clauses have effect subject to any extension or permission granted by ASIC.
- 9.1.4 The Company Secretary recording the minutes of the AGMs and EGMs shall submit the draft minutes to the current Board members within four (4) weeks of the meetings. Upon review, the Board shall cause the draft minutes to be displayed on the Company noticeboard within four (4) weeks after the receipt of such draft minutes.

## **9.2 Annual General Meeting (AGM)**

- 9.2.1 The AGMs of the company shall, subject to the Corporations Act and the above clauses, be convened on such date, place and time as the Board thinks fit. The AGM shall be specified as such in the notice convening it.

- 9.2.2 In addition to any other business of which due notice has been given, which may be transacted at the AGM, the business of an AGM shall be:
- (a) to confirm the minutes of the previous AGM and minutes of any EGM(s) held since the previous AGM;
  - (b) to receive and consider the financial report of the Company and the reports of the Directors and the auditor for the last financial year;
  - (c) to approve the budget for the current year;
  - (d) to appoint the auditor of the Company; and
  - (e) to introduce the newly elected Directors of the Company in accordance with the provisions of this Constitution.
- 9.2.3 Only the items specified on the agenda as circulated to the Members may be determined upon at the AGM. Other matters may only be discussed on completion of the agenda items subject to the approval of the Presiding Officer.

### **9.3 Extraordinary General Meeting (EGM)**

- 9.3.1 The Board may whenever considered necessary convene an EGM of the Members of the Company.
- 9.3.2 The Company Secretary on requisition in writing of not less than twenty percent (20%) of the Members shall convene an EGM. A requisition of the Members for an EGM shall:
- (a) state the purpose (s) of the meeting;
  - (b) set out the wording of the proposed resolution(s), if any;
  - (c) be signed by the Members making the requisition; and
  - (d) be lodged with the Company Secretary or the Chairperson.
- 9.3.4 The Company Secretary shall in consultation with the Board, within twenty-one (21) days of the receipt of the requisition made by the Members under Clause 9.3.2, nominate the time and date of the EGM which shall be held not later than two (2) months after the requisition is given to the Company.
- 9.3.5 If the Company Secretary does not call the EGM under Clause 9.3.4, fifty percent (50%) or more of the Members who made the requisition may, within a further period of twenty-one (21) days commencing on expiry of the twenty-one (21) day period referred to in Clause 9.3.4, nominate the time and date of the EGM, which shall be not later than three (3) months after the requisition was given to the Company. In such a circumstance, the Board shall provide all the assistance necessary for holding the EGM.

### **9.4 Notice of the Meetings**

- 9.4.1 The Company Secretary shall send notice of the meeting in accordance with Clause 16 to all the Members at their addresses as recorded in the Register of Members and the auditor of the Company, at least twenty-one (21) days before the meeting.
- 9.4.2 Where the nature of the business proposed to be dealt with requires a special resolution, the Company Secretary shall send notice of the meeting in accordance with Clause 16 to all the Members at their addresses as recorded in the Register of Members and the auditor of the Company at least twenty one (21) days before the meeting.
- 9.4.3 A Member desiring to bring any business at a general meeting may give a notice in writing to the Company Secretary specifying the business which, if considered appropriate by the Board, shall be included in the agenda of the next general meeting held more than two (2) months after the notice is given.
- 9.4.4 Subject to the Corporations Act, anything done (including the passing of a resolution) at a meeting of the Members is not invalid because a person does not receive notice of the meeting and/or the Company accidentally does not give notice of the meeting to a person

provided the Company is able to demonstrate that it has taken all reasonable steps to send the notices to the Members as per their addresses on the Register of Members.

- 9.4.5 A notice of a meeting of the Members must:
- (a) set out the place, date and time for the meeting; and
  - (b) state the general nature of the meeting's business; and
  - (c) if a special resolution is to be proposed at the meeting, state the resolution with an explanatory statement in respect to the special resolution; and
  - (d) contain a statement setting out the following information:
    - (i) that the Member has a right to appoint a proxy; and
    - (ii) that the proxy needs to be a Member of the Company;

## **9.5 Procedure for General Meetings**

- 9.5.1 Subject to Clause 9.5.2, the quorum for any business to be transacted at a general meeting shall be a minimum of two hundred (200) Members to be present in person (being the Members entitled to vote at a general meeting). For the avoidance of doubt, if a Member is attending both as a Member and as a proxy, such Member shall only be counted once in determining whether a quorum is present.
- 9.5.2 If within half an hour of the appointed time of the general meeting a quorum is not present, the general meeting if convened upon the requisition of Members shall be dissolved; in any other case it shall stand adjourned to a date not less than fourteen (14) days nor more than twenty one (21) days from the date of the original meeting. The Company Secretary shall send a notice for the adjourned meeting to all the Members at their addresses as recorded in the Register of Members and the auditor of the Company within three (3) days of the original meeting. The agenda for the adjourned meeting shall be same as the agenda for the original meeting. The adjourned meeting shall be held irrespective of the number of Members present at the meeting.
- 9.5.3 The Chairperson or in his absence the Deputy Chairperson shall act as the presiding officer at the general meetings of the Members. If both the Chairperson and Deputy Chairperson are absent or unwilling to preside over the general meeting, then on the expiry of thirty (30) minutes from the nominated time of the meeting as per the notice calling the meeting, the Members present at the meeting shall elect one of the Directors present, or in the event no Director is present, one of the Members, to act as the presiding officer of the meeting.

## **9.6 Conduct of the General Meetings**

- 9.6.1 Only the Members and any auditor of the Company shall be entitled to attend and participate at a general meeting of the Members.
- 9.6.2 All Members attending the meeting must produce their proof of identity and sign the attendance register.
- 9.6.3 Subject to the Corporations Act, the Presiding Officer is responsible for the general conduct of that meeting and for the procedures to be adopted at that meeting.
- 9.6.4 The Presiding Officer may adjourn a general meeting of Members with the consent of the majority of the Members present at the meeting to any day, time and place by announcing the new date, time and place at the general meeting before adjournment. The Company is only required to give written notice of a general meeting of Members arising from an adjourned meeting if the period of adjournment exceeds one (1) month. The quorum required for the reconvened meeting shall be the same as the meeting which was adjourned.
- 9.6.5 Only unfinished business is to be transacted at a meeting resumed after an adjournment.

9.6.6 A resolution passed at a meeting resumed after an adjournment is passed on the day it is passed.

## **9.7 Decision Making**

- 9.7.1 Except for any matter requiring a special resolution, any business arising at a general meeting shall be determined by a simple majority either by a show of hands or by a poll if demanded by the Presiding Officer or by at least ten (10) Members present at the meeting in person.
- 9.7.2 If the matter to be determined by the general meeting requires a special resolution, it shall only be passed if at least seventy five percent (75%) of the votes of the Members present at the general meeting, including the proxy votes held by them, are cast in favour of the resolution either by a show of hands or by a poll if demanded by the Presiding Officer or by at least ten (10) Members present at the meeting in person. For the purposes of clarity, only the votes of the Members physically present at the general meeting and the proxy votes held by them shall make up the total for calculating the percentage of votes for and against the resolution.
- 9.7.3 A declaration by the Presiding Officer that a resolution on a show of hands has been carried, either unanimously or by a particular majority, or lost and an entry to that effect in the minute book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution.
- 9.7.4 If a poll is demanded in accordance with Clause 9.7.1, it shall be taken by secret ballot either at once or after an interval or adjournment or otherwise as the Presiding Officer directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded. However a poll demanded on the question of the election of the Presiding Officer, if applicable, or on a question of adjournment shall be taken forthwith.
- 9.7.5 In the case of an equality of votes whether on a show of hands or on a poll, the Presiding Officer at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- 9.7.6 Each Member shall have one vote either in person or by appointment of a proxy for that Member.
- 9.7.7A Subject to Clause 9.7.7B, a Member may appoint a person as the Member's proxy to attend and vote for the Member at the meeting, if such Member:
- a) resides outside Greater Sydney on the date of the relevant meeting, or
  - b) resides in Greater Sydney, and on the date of the relevant meeting, he or she will be:
    - i) absent from Greater Sydney; or
    - ii) hospitalised on the date of the relevant meeting.
- 9.7.7B A proxy appointed by a Member under Clause 9.7.7A shall only be valid if all of the following conditions have been satisfied:
- a) the proxy is a Member;
  - b) the Member appointing the proxy has completed and signed a proxy form as set out in Annexure C;
  - c) the proxy form is accompanied by a copy of the current photo identification; displaying the photo, name, and the signature of the Member appointing the proxy;
  - d) the proxy form and all other documents required under this clause 9.7.7B are received by the Company Secretary at least forty-eight (48) hours before the relevant meeting; and
  - e) if the Member appointing the proxy resides in Greater Sydney, the proxy form is accompanied with (i) readily verifiable documentary evidence such as flight ticket, or a letter from a doctor stating that he or she will be hospitalised on that day; or (ii) a declaration signed by the Member appointing a proxy and witnessed by a notary public, stating that he or she will be absent from Greater Sydney on the day of the relevant meeting.
- 9.7.8 A Member shall not be entitled to hold more than two (2) proxy votes.

- 9.7.9 A proxy does not have the authority to speak or vote for a Member at a meeting while the Member who appointed the proxy is at the meeting.
- 9.7.10 Subject to Clause 10.5.11, the Presiding Officer of the relevant meeting shall determine whether a proxy fulfils the conditions in Clauses 9.7.7A and 9.7.7B. The Presiding Officer shall disallow the proxy if he or she determines that the proxy does not fulfil any part of such conditions. His or her determination shall be final unless made in bad faith.

## **10. BOARD OF DIRECTORS**

- 10.1 The Company shall have fifteen (15) Directors, including at least one female Director, elected according to the election procedures as per Clauses 10.5.1 to 10.5.18 of this Constitution, for predetermined portfolios as specified in Clauses 10.2.1 to 10.2.15 of this Constitution.

### **10.2 Portfolios of Directors**

#### **10.2.1 Company Secretary**

The duties and responsibilities of the Company Secretary shall include, but not be limited to, compliance with all statutory requirements; liaising with ASIC and ACNC, other government agencies, third parties and Members; correspondence about all immigration matters, verification of the Register of Members; preparation of employee contracts and their duties and responsibilities, notifications of AGMs, EGMs and Board meetings; maintenance of minutes of the AGMs, EGMs and Board meetings and generally good corporate governance.

#### **10.2.2 Assistant Company Secretary**

The duties and responsibilities of the Assistant Company Secretary shall include, but not be limited to, receiving and reviewing all new membership applications, liaising with applicants and new Members, maintenance of the Register of Members; attending to all IT matters and generally assisting the Company Secretary with his or her duties and responsibilities as directed by him/her and acting as the Company Secretary in the absence of the Company Secretary.

#### **10.2.3 Chief Financial Officer**

The duties and responsibilities of Chief Financial Officer shall include, but not be limited to, sound overall financial management of the Company, maintenance of proper accounting records, compliance with Australian accounting standards, preparation of annual and periodical financial statements and liaising with internal and external auditors. Additionally he/she shall be responsible for all non-*Gurdwara* related receipts and payments, insurance, government grants, reconciliation of accounts, Business Activity Statements and oversight of all financial affairs of the Company including accounting of *Gurdwara* receipts and payments.

#### **10.2.4 Gurdwara Secretary**

The duties and responsibilities of *Gurdwara* Secretary shall include, but not be limited to, coordination of the Committee for Religious Affairs as provided for in Clause 10.15.11, forward planning for continuity of adequate number of *Granthis* (priests) and *Ragi Singhs*, (devotional singers), recommendations for turnover and recruitment of new *Granthis* and *Ragi Singhs*, arranging day to day *paath/katha/kirtan* (reciting of holy scripture/religious discourse/devotional singing) programs in the *Gurdwara Sahib*, catering to *paath/katha/kirtan* programs in people's homes as per their requests, preparing a roster of *Granthis* and *Ragi Singhs*, *Gurdwara* stage management and general order and discipline in *Gurdwara Sahib*.

#### **10.2.5 Gurdwara Assistant Secretary**

The duties and responsibilities of the *Gurdwara* Assistant Secretary shall include, but not be limited to, coordination of the Committee for *Guru Ka Langar* as provided for in Clause 10.15.11, organising bookings for *Guru Ka Langar*, supervision and running of the kitchen and *Langar Hall*, store issues and assisting the *Gurdwara* Secretary in his or her duties and responsibilities and acting in his or her position when the *Gurdwara* Secretary is absent.

#### **10.2.6 Gurdwara Treasurer**

The duties and responsibilities of *Gurdwara* Treasurer shall include, but not be limited to, accounting and proper documentation for all income and expenditure relating to *Gurdwara Sahib* including safe storage and custody of the receipts books register, receipt books, cheque books; payment to suppliers and employees, creating and maintaining an inventory register of kitchen utensils, consumable stock and all fixed assets, data entry into the accounting system and generally working under the overall direction of the Chief Financial Officer.

#### **10.2.7 Gurdwara Assistant Treasurer**

The duties and responsibilities of *Gurdwara* Assistant Treasurer shall include, but not be limited to, weekly counting of Golak (offerings box), supervision and collection of monies received as donations, *charahwa* (offerings) and store issues; updating of receipts spreadsheet, banking and generally assisting the *Gurdwara* Treasurer in the performance of his/her duties and responsibilities and acting in the position of the *Gurdwara* Treasurer in the absence of the latter.

#### **10.2.8 Infrastructure & Maintenance Director**

The duties and responsibilities of the Infrastructure & Maintenance Director shall include, but not be limited to, coordination of the Committee for Infrastructure & Maintenance as provided for in Clause 10.15.11, future planning for the infrastructure requirements of the Company, implementation of the agreed projects and upkeep and maintenance of all facilities. For a major project, where special expertise is required to supervise and manage the project, the Infrastructure & Maintenance Director may recommend to the Board, the appointment of coordinator and Committee Members who are Members of the Company. If such a Committee is set up, it must continue till the completion of the project (even if there have been fresh elections) unless 75% of the Board members vote to make changes.

#### **10.2.9 Education Director**

The duties and responsibilities of the Education Director shall include, but not be limited to, coordination of the Committee for Education as provided for in Clause 10.15.11, administration of the Punjabi School, planning for future expansion of the school, teaching of Punjabi/Sikh Scripture in public schools, running of the library and liaising with government and other external parties regarding school and all other matters relating to education and any other projects for the school.

#### **10.2.10 Charity, Welfare and Social Responsibility Director**

The duties and responsibilities of the Charity, Welfare and Social Responsibility Director shall include, but not be limited to, acting as a member of the management council of the Trust along with other nominated director members of the management council as per Clause 21.2, administering temporary accommodation provided by the Company, arranging hospital visitations as needed, interacting with government agencies and other community groups and generally carrying out the aims and objects of the Trust.

#### **10.2.11 Media and Publications Director**

The duties and responsibilities of the Media and Publications Director shall include, but not be limited to, coordination of the Committee for Media & Publications as provided for in Clause 10.15.11, liaising with both Punjabi and English media (newspapers, radio and television) on matters concerning the Sikh community, issuing media releases on behalf of the Company, enhancing the image of Sikhs through the media, broadcasting of programs from the *Gurdwara Sahib*, maintenance of Company notice boards and producing regular Company newsletters.

#### **10.2.12 Sports & Culture Director**

The duties and responsibilities of the Sports & Culture Director shall include, but not be limited to, coordination of the Committee for Sports & Culture as provided for in Clause 10.15.11, planning and running of sports and cultural activities, and developing programs for healthy lifestyles.

#### **10.2.13 Senior Citizens Director**



The duties and responsibilities of the Senior Citizens Director shall include, but not be limited to, coordination of the Committee for Senior Citizens as provided for in Clause 10.15.11, planning for the needs of senior citizens, upkeep and maintenance of senior citizens facilities and administering programs for senior citizens.

#### **10.2.14 Youth Affairs Director**

The duties and responsibilities of the Youth Affairs Director shall include, but not be limited to, coordination of the Committee for Youth Affairs as provided for in Clause 10.15.11, engaging youth in the activities of the Company, drawing on youth expertise for current best practice in management, developing programs to help youth affected by abuse of drug and alcohol and generally readying them to take up positions in the administration of the Company in future.

#### **10.2.15 Women's & Children's Affairs Director**

The duties and responsibilities of the Women's & Children's Affairs Director shall include, but not be limited to, coordination of the Committee for Women's & Children's Affairs as provided for in Clause 10.15.11, looking after the needs of women and children in the community, implementing programs for promoting domestic bliss, providing group or one-to-one consultations about any issues that women may be having and providing assistance and advice about help that is generally available from government and other agencies. This directorship shall be reserved for a female candidate.

### **10.3 Chairperson**

10.3.1 The Chairperson and the Deputy Chairperson of the Board shall be elected by the Board from amongst their numbers at the first meeting of the Board after the AGM in the Election Year and he/she shall remain Chairperson and Deputy Chairperson until the conclusion of the AGM following the next election or until his/her removal or resignation as a Director or his/her replacement as Chairperson by a seventy five percent (75%) majority decision of the Directors attending the Board meeting. The Company Secretary who shall have a casting vote in the event of a tie shall convene this first meeting. The Company Secretary shall not be eligible for the position of Chairperson or Deputy Chairperson.

10.3.2 Subject to Clause 9.5.3, the Chairperson shall preside over all Board meetings, AGMs and any EGMs.

10.3.3 In the absence of the Chairperson, the Deputy Chairperson shall perform the duties of the Chairperson.

### **10.4 Eligibility of Directors**

To be eligible for directorship of the Company, a person must:

10.4.1 be a Life Member, Patron Member or Chief Patron Member;

10.4.2 be eligible to be a Director under the Corporations Act and the ACNC Act;

10.4.3 have been a Life, Patron or Chief Patron Member of the Company and/or a life, patron or chief patron member of the Association for at least twenty-four (24) calendar months; and

### **10.5 Election Procedure for Directors**

10.5.1 Elections of Directors shall be by way of a poll (secret ballot) which shall be held within eight (8) days prior to the date of the AGM in an Election Year.

10.5.2 The Company Secretary shall prepare and circulate a notice calling for nominations of candidates to be elected as Directors and Panel Members not less than forty-eight (48) days prior to the date fixed for the election. Such notice shall include the requirements for nominations. A candidate cannot be nominated for more than one (1) Director position for an election.

10.5.3 A nomination of a candidate for election as a Director must:

(i) be in writing in the Nomination for Directorship Form as per Annexure B;

- (ii) be proposed by a Member and seconded by another Member (other than the candidate himself or herself);
  - (iii) include a signed statement not exceeding two hundred (200) words addressing such issues as, the nominee's relevant education, work experience and availability for nominated portfolio, a declaration that he or she is not disqualified from being a Director under the Corporations Act or the ACNC Act, and a signed consent to act as a Director if being elected; and
  - (iv) be lodged with the Company Secretary at the Company's registered office at least twenty-eight (28) days before the date of elections.
- 10.5.4 The Company Secretary, in the presence of the Returning Officer and the Panel Members, shall open each envelope containing the nomination papers. The Returning Officer, with assistance of the Panel Members, shall examine the validity of each nomination and reject any nomination if it does not comply with Clause 10.5.3 or the relevant nominee does not meet the requirements under Clauses 10.4 or 10.6.3. The Returning Officer shall then inform the nominees or their representatives of his/her decision and immediately cause the Company Secretary to put out a listing of the valid nominees signed by the Returning Officer on the Company's noticeboard. This decision of the Returning Officer shall be final in regard to the validity of nomination and no appeal or challenge to the nominee's validity shall be entertained thereafter.
- 10.5.5 A candidate for Director may withdraw his or her nomination within seventy-two (72) hours after the close of nominations, by notifying the Returning Officer of such withdrawal in writing.
- 10.5.6 If only one valid nomination is received for a specific portfolio, the person nominated for that portfolio shall be declared elected at the AGM.
- 10.5.7 If more than one valid nomination for the specific portfolio is received, the Company Secretary shall notify Members of the arrangements for the election setting out the election process for the Directors to be elected.
- 10.5.8 The appropriate ballot papers shall be prepared by the Returning Officer. The names of the candidates contesting elections shall appear on the ballot paper in the alphabetic order as determined by first name of each candidate without any titles or salutations.
- 10.5.9 The Company Secretary shall send to the Members the names of the valid candidates and their Suitability Statements and proxy forms as per Annexure C at least fourteen (14) days prior to the date of elections.
- 10.5.10 A Member eligible to vote may appoint a person as the Member's proxy to attend and vote for the Member at the election subject to the requirements in respect to appointment of proxies under Clauses 9.7.6 to 9.7.9.
- 10.5.11 Proxy forms complete in all respects must be lodged with the Company Secretary at least forty-eight (48) hours before the opening of the polling on the date of election. The Returning Officer shall verify the proxy forms in the presence of his Panel Members and only valid proxies shall be accepted. The determination of the Returning Officer shall be final unless made in bad faith.
- 10.5.12 The election shall be conducted by secret ballot. Immediately after the close of the ballot, the votes shall be counted within forty-eight (48) hours of the close of the ballot. Copies of the election results signed by the Returning Officer and his Panel Members shall be provided to all those assisting in the counting of the ballots and the Chairperson, and shall be conclusive proof of the result of the elections. A copy of these results shall be displayed on the Company noticeboard.
- 10.5.13 The outgoing Directors shall handover charge of their portfolios to the newly elected Directors (who shall take charge of all respective tasks and responsibilities) within five (5) working days after the conclusion of the AGM following the election of the new Directors.

- 10.5.14 A Member can be nominated for one position only at an election. If no nomination has been received for one or more positions, nominations from the Members at the AGM may be invited to fill these vacancies. If more than one nomination is received for each vacant position, the nomination shall be put to the vote by a show of hands or by ballot if requested.
- 10.5.15 The Board shall appoint a Returning Officer, who may or may not be a Member, when the elections are declared. Such person must:
- (i) *be familiar with election procedures, the Corporations Act and office administration;*
  - (ii) *have had tertiary education;*
  - (iii) *be well versed with this Constitution;*
  - (iv) *not be a current Director or member of any Committee; and*
  - (v) *not be a candidate for election.*
- 10.5.16 The Board shall appoint two (2) Members to be Panel Members to assist the Returning Officer, when the elections are declared. Each Panel Member must:
- (i) *be a Member;*
  - (ii) *have had tertiary education;*
  - (iii) *not be a candidate for election; and*
  - (iv) *not be a current Director or member of any Committee.*
- 10.5.17 Additional three (3) Panel Members shall be selected at random by the Returning Officer out of the names submitted by Members in accordance with clause 10.5.18. The nomination for the Panel Members shall close five (5) days before the close of nominations for the Directors.
- 10.5.18 Names of all candidates received (duly proposed and seconded by Members) shall be placed in a box; and in the presence of the Company Secretary, Chief Financial Officer and the Returning Officer the required number of names shall be drawn from the box.

## **10.6 Term of Office of Directors**

- 10.6.1 Other than a Director appointed under Clause 10.9.1, each Director shall be elected for a term of two (2) Years which shall start at the conclusion of the general meeting following the election at which he or she is elected, and end at the conclusion of the AGM in the next Election Year.
- 10.6.2 A Director may serve two (2) consecutive terms provided that the Director is in his/her first term, and if eligible for re-election he/she is nominated for re-election and is re-elected as a Director.
- 10.6.3 A Director shall not serve more than two (2) consecutive terms. A period of two (2) years must elapse before such a Member can be nominated for re-election.

## **10.7 Removal & Disqualification of Directors**

- 10.7.1 The Company may by resolution remove a Director from office if the following procedures are followed:
- (a) Notice of intention to move the resolution must be given to the Company at least two (2) months before the general meeting of the Members is to be held. However, if the Company calls a general meeting of the Members after the notice of intention is given, the general meeting may pass the resolution even though the meeting is held less than two (2) months after the notice of intention is given.
  - (b) The Company must give to the Director, the subject of the notice, a copy of the notice, as soon as practicable after it is received.

- (c) The Director is entitled to put his or her case to Members by giving the Company a written statement for circulation to the Members and speaking on the motion at the general meeting.
- (d) The Director's written statement must be circulated by the Company to the Members by:
  - i. sending a copy to everyone to whom notice of the general meeting is sent if there is time to do so; or
  - ii. if there is no time to send a copy to everyone to whom notice of the meeting is sent, having the statement distributed to the Members attending the general meeting and read out at the meeting before the resolution is voted on.
- (e) The Director's statement does not have to be circulated to the Members if it is more than one thousand (1000) words long or defamatory.

10.7.2 A Director shall become disqualified from serving on the Board if he/she:

- (a) becomes insolvent and/or bankrupt;
- (b) is convicted of any indictable offence in Australia or abroad;
- (c) brings the Sikh community into disrepute or ridicule;
- (d) becomes of unsound mind;
- (e) becomes ineligible to be a Director under the Corporations Act or the ACNC Act;
- (f) is absent from three (3) consecutive meetings of the Board without:
  - i. prior leave of the Board approved by simple majority, or
  - ii. leave granted by the Board at any of the meetings concerned by simple majority; and/or

(f1) The above Clause 10.7.2 (f) shall also apply for meetings of the members of the management council to any Director appointed as a member of the management council pursuant to Clauses 21.2 and 21.4 of this Constitution.

10.7.3 A Director who is removed or disqualified as above shall immediately hand over to the Board all materials in his/her possession (like records and documents whether held in paper or electronic form, passwords, items, keys etc.) belonging to the Company.

## **10.8 Resignation of Directors**

10.8.1 A Director may resign before the expiry of his/her term by giving notice to the Board.

10.8.2 A Director who resigns shall immediately hand over to the Board all materials in his/her possession (like records and documents whether held in paper or electronic form, passwords, items, keys etc.) belonging to the Company.

## **10.9 Casual Vacancy in the Board**

10.9.1 A casual vacancy in the Board caused by the removal, disqualification or resignation of a Director may be filled in by the Board by a seventy five (75) percent majority decision of the Directors present at the meeting by appointing a Full Member of the Company who is eligible to be a Director under Clause 10.4.

10.9.2 A Member appointed as a Director under Clause 10.9.1 is to hold his or her office, only until the conclusion of the AGM following the next Board election.

## **10.10 Remuneration of Directors**

10.10.1 The Directors shall not receive any remuneration (salary, fees, allowances etc.) either in cash or in kind for serving on the Board.

10.10.2 The Directors may be reimbursed for out of pocket expenses as stated in Clause 6.4.1.

## **10.11 Powers and Duties of the Board**

- 10.11.1 The Company must be managed by or under the direction of or controlled by the Board.
- 10.11.2 The Board has and may exercise any of the functions conferred or imposed on it by or under this Constitution.
- 10.11.3 Without prejudice and without limiting the powers conferred by this Constitution, the Board shall have power to do any of the following:
- (a) open and maintain bank accounts to be operated as follows:
    - i. separate deposit and expenditure bank accounts shall be opened;
    - ii. all monies received by the Company shall be deposited intact into the deposit bank account from which the Board shall, on a needs basis, make transfers to the expenditure bank account;
    - iii. all payments shall be made from the expenditure account only, by cheque or direct debit (cash imprest account/s may be maintained for payment of *siropa* etc. for which cheques cannot be issued);
    - iv. the signing authorities for the bank accounts shall be Chief Financial Officer, Company Secretary, Gurdwara Secretary and Gurdwara Treasurer. Each transaction must bear two signatures; and it shall be mandatory that one of the two signatories must be either Chief Financial Officer or the Company Secretary;
  - (b) employ any staff as may be necessary;
  - (c) review staff positions on an annual basis or at such shorter intervals as considered appropriate by the Board;
  - (d) publish and distribute material for the benefit of Members and the general public;
  - (e) do all such other things that are in the opinion of the Board incidental to or conducive to the attainment of the objects of the Company;
  - (f) do all things necessary to give effect to the powers contained in this Constitution; and
  - (g) do all such things as may be permitted by the Corporations Act and the ACNC Act.
- 10.11.4 All acts done by any meeting of the Board or of a Committee or by any person acting as a Director are valid even though it is afterwards discovered that there was some defect in the appointment of a person to be a Director or a Committee Member, or to act as a Director or Committee Member, or that the person so appointed was disqualified.
- 10.11.5 The Board may exercise all the powers of the Company to borrow money or to mortgage or charge its property or any part thereof whether outright or as security for any debt, liability or obligation of the Company provided that where the total amount involved for any individual project is two hundred and fifty thousand dollars (\$250,000) or more the Board shall first obtain approval of the general meeting of the Members.
- 10.11.6 The Board may exercise all the powers of the Company to spend money by issuing cheques, promissory notes, drafts, bills of exchange and other negotiable instruments which shall respectively be signed, drawn, accepted, endorsed or otherwise executed as the case may be in the same manner as provided for bank accounts as set out in Clause 10.11.3(a), or in such other manner as the Board from time to time determines provided that:
- (a) where the total outlay on an individual project is two hundred and fifty thousand dollars (\$250,000) or more the Board shall first obtain approval of the general meeting of the Members either by way of the annual budget or separately; and
  - (b) the amount that the Board may approve for donation to any one organisation with reasonably similar aims as that of the Company shall be limited to twenty thousand dollars (\$20,000) in a financial year.
- 10.11.7 The Board shall cause minutes to be made:

- (a) of all appointments of officers and employees;
- (b) of the names of the Directors present at all meetings of the Company and of the Board; and
- (c) of all proceedings at all meetings of the Company and of the Board. Such minutes shall be signed by the Presiding Officer of the meeting (at which the proceedings were held) or by the Presiding Officer of the next succeeding meeting. The draft minutes of the Board meetings shall be circulated to all Board members within seven (7) days of the meetings. These minutes shall be approved at the next Board meeting.

#### **10.12 Members' Reserve Power**

The Members may, by a special resolution, direct the Directors to take, or refrain from taking, specified action. No such special resolution shall however invalidate anything which the Directors have done prior to the passing of the special resolution. The Directors shall not take action in respect of the matter for the special resolution after the notice of the special resolution is received and before it is determined by the Members in a general meeting.

#### **10.13 Quorum for Board meetings**

- 10.13.1 A minimum of seven (7) Directors physically present shall constitute the quorum at the Board meetings, subject to Clause 10.15.6.
- 10.13.2 Attendance by any other Director/s by telephone or video conferencing shall be allowed provided telephone and/or video conferencing facilities are available and the Directors wishing to attend by such facilities have advised the Company Secretary at least twenty four (24) hours prior to the meeting.

#### **10.14 Notice of Board Meetings**

- 10.14.1 The Company Secretary shall give written notice of the Board meeting to all Directors at least five (5) clear days before the date of the meeting.
- 10.14.2 The notice of the meeting shall state the time, date and address for the meeting.
- 10.14.3 The notice of the meeting shall be accompanied by the full agenda for the meeting, draft minutes of the previous meeting and all other relevant documents (contracts, reports, correspondence etc.) that will be the subject of discussion at the Board meeting.
- 10.14.4 Proof by record or orally that a notice has been posted, or its transmission by electronic mail, facsimile, SMS or other electronic means has been initiated by the Company Secretary, in accordance with this Clause 10.14 is conclusive evidence of service of notice to the Directors.

#### **10.15 Proceedings of the Board of Directors**

- 10.15.1 The Board shall ordinarily meet at least eight (8) times at approximately equal intervals during the year for dispatch of business.
- 10.15.2 Regular Board meetings shall be called by the Company Secretary in consultation with or on the request of the Chairperson.
- 10.15.3 Special Board meetings may be convened to deal with any urgent matters. Such special Board meetings may be called in accordance with Clause 10.14 by the Chairperson, Company Secretary or on the requisition of any three (3) Directors to the Chairperson or the Company Secretary, who shall be obliged to convene the special Board meeting. If the Chairperson or the Company Secretary does not call the meeting, the three (3) Directors requisitioning the meeting shall have the authority to call the meeting in accordance with Clause 10.14.
- 10.15.4 Subject to other provisions of this Constitution, questions arising at any meeting of the Board shall be decided by a majority of the votes, and a determination by a majority of the Directors present shall for all purposes be deemed a determination of the Board.

- 10.15.5 In case of an equality of votes the Presiding Officer of the meeting shall have a second or casting vote.
- 10.15.6 Subject to Clause 10.15.7, at a Board meeting unless a quorum is present, no proposal is to be voted on, except a proposal to call another meeting.
- 10.15.7 If the total number of the Directors for the time being permanently falls below the number required for the quorum, the remaining Directors must not take any decision other than a decision:
- (a) to appoint further Directors in accordance with Clauses 10.9.1 and 10.9.2;
  - (b) to call an election/general meeting so as to enable the Members to elect further Directors; or
  - (c) to act in a caretaker mode until a quorum is achieved.
- 10.15.8 Subject to Clause 10.15.7, the continuing Directors may act notwithstanding any unfilled vacancy in the Board.
- 10.15.9 Subject to Clause 10.15.10, the Chairperson shall preside at every meeting of the Board.
- 10.15.10 If at a meeting the Chairperson is not present within fifteen (15) minutes after the time appointed for holding the meeting, or if present and is unwilling to preside, the Deputy Chairperson may preside at the meeting. If the Deputy Chairperson is not present, or if present and is unwilling to preside at the meeting, then the Directors may elect one of their number to be the Presiding Officer of the meeting.
- 10.15.11 The Board may as considered appropriate form various Functional Committees to harness the abundance of expertise available amongst the Members. The following Committees shall be mandatory:
- (a) Committee for Religious Affairs
  - (b) Committee for Infrastructure & Maintenance
  - (c) Committee for Education
  - (d) Committee for Media & Publications
  - (e) Committee for Senior Citizens
  - (f) Committee for Youth Affairs
  - (g) Committee for Women' s & Children's Affairs
  - (h) Committee for Sports & Culture
  - (i) Committee for *Guru Ka Langar*
- 10.15.12 Each Committee shall consist of a minimum of three (3) and maximum of seven (7) Members. The selection of the Members of these Committees shall be as follows:
- (a) The Director who is responsible for that Committee as set out in Clause 10.2 shall nominate the names of Members most suitable to perform the duties of his/her portfolio for the approval of the Board.
  - (b) The Board may make changes to the names prior to their approval.
  - (c) The approved list of names shall form that particular Committee.
  - (d) The term of each Committee Member shall be the same as that of the Director responsible for the portfolio or such shorter term as decided by the Board. However, at the recommendation of the Director, the Board may replace a Committee Member provided it is approved by at least ten (10) Directors in a Board meeting.
- 10.15.13 The Board may appoint one or more Advisory Committees consisting of such Member or Members of the Board and such other Member or Members of the Company as the Board thinks fit and:

- (a) such Advisory Committee/s shall act in an advisory capacity only;
  - (b) any Advisory Committee/s so formed must comply with the terms of reference issued by the Board; and
  - (c) with the approval of the Board may co-opt any Member or Members of the Company that in the Advisory Committee's opinion possess the necessary expertise relating to the matter being dealt with by the Committee.
- 10.15.14 Every Functional or Advisory Committee may meet and adjourn as considered appropriate by the Committee, and observe such procedure for the conduct of their affairs as they consider appropriate.
- 10.15.15 All acts done by any meeting of the Board or a Committee or a Director shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of the Committee or Director or that the Directors or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or Committee Member.
- 10.15.16 A resolution in writing signed by all Directors for the time being entitled to receive notice of a meeting of the Board shall be valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents of like form each signed by one or more Directors.
- 10.15.17A A Director who has any conflict of interest in a matter to be dealt with by the Board must make a full written declaration of his interest prior to the meeting. Such Director shall leave the meeting for the duration the matter is discussed by the Board and shall have no part in the decision making regarding the matter.
- 10.15.17B A Director must declare to the Board a gift or benefit received from any source in connection with the performance of his or her directorial duties, which has a value over \$50.00, within fourteen (14) days of receipt. Any gift having a value over \$50.00 shall be delivered to the Company forthwith, and shall remain the property of the Company.
- 10.15.17C The Board shall establish and maintain a register of the Directors' interests and gifts. All conflicts of interest of Directors declared under Clause 10.15.17A, and all gifts and benefits declared under Clause 10.15.17B, shall be recorded in such register by the Company Secretary.
- 10.15.18 No contracts or work orders shall be awarded to:
- (a) a Director or an entity of which a Director is owner, shareholder, partner, principal or employee; and
  - (b) an immediate family member of a Director.
- 10.15.19 All significant and major policy and operational matters including, but not limited to, non-routine expenditure outlays, acquisitions of property and investments, recruitment and termination of employees, immigration matters and staging of major events shall be decided upon by the Board at a meeting of the Board irrespective of the portfolios to which such matters may belong. Responsible Directors may make recommendations dealing with their portfolios. However the responsible Director may decide upon minor and routine operational matters.

## **10.16 Records**

- 10.16.1 Generally the Board must, except as otherwise provided by this Constitution, keep in custody or under its control at the Company's registered office all records, books and other documents relating to the Company.
- 10.16.2 Each Director shall be responsible for the maintenance of records relating to his/her portfolio.
- 10.16.3 Subject to Clause 13.2, a Director may temporarily remove any relevant records from the Company's office for a purpose relating to the Company's affairs, but such records shall



be returned to the Company's office as soon as such legitimate purpose has been discharged, provided that the Company's records may not be removed from the Company's registered office for more than a week. The Company Secretary shall keep a record of all documents removed from the Company's office.

10.16.4 The Board shall determine at what times and places and under what conditions and regulations the accounting and other records of the Company shall be open to the inspection of Members provided that all Members shall have reasonable opportunity to inspect those records.

10.16.5 A Member shall have the right to inspect any financial records or other documents of the Company provided he/she makes a written request to the Company Secretary or the Chairperson citing the specific records/documents required for inspection and the reason for such inspection. The Board shall accord the Member a reasonable opportunity to inspect the requested records at a mutually agreeable time and place.

10.17 All religious ceremonies conducted in the *Gurdwara Sahib* and those managed by the Company will in principle be in accordance with the Code.

## **11. DISCIPLINARY MATTERS**

### **11.1 Disciplinary Action**

11.1.1 The Board may take disciplinary action against any Member who:

- (a) refuses to comply with the rules of the Company; and/or
- (b) acts in a manner prejudicial to the interests of the Company.

11.1.2 A Member may make a complaint with a request for disciplinary action in relation to another Member, by notice in writing to the Company Secretary. On receipt of the complaint made against a Member, the Company Secretary and/or Chairperson shall in the first instance bring the complaint to the attention of the Board, which may seek further information in relation to the complaint. If the Board finds that there is a case to answer, the Company Secretary/Chairperson shall write to the Member for a response.

11.1.3 If there is no response from the Member or the response is found to be unsatisfactory by the Board, a Board meeting shall be called to discuss the matter and determine the action, if any, which should be taken against the Member alleged to have committed a breach as stated above. If the Board decides that the complaint made against the Member warrants further action, this decision shall be conveyed to the Member concerned in writing, and be given seven (7) days to respond to the allegation. Such notice shall specify any action being considered by the Board.

11.1.4 A second Board meeting shall be called where the concerned Member shall be invited to attend and respond to/refute the complaint made against him/her. Any witness/s to the issue/incident shall also be invited to attend this Board meeting and provide witness statements. The Board shall take the statements from the Member and any witness/s (including any written response) into account before any decision is made. The disciplinary action, if any, may be in the form of:

- (a) suspending the Member from the Company for a period not exceeding one year; or
- (b) any other disciplinary action that the Board deems fit for the breach including expulsion of the Member from the Company;

provided that a decision to suspend or expel any Member shall not be made unless there is at least a 75% majority support of the Directors present at the Board meeting when such a decision is made. The Board shall notify the Member of the decision of the Board in respect of such complaint by notice in writing forwarded not later than seven (7) days after the making of the decision.

- 11.1.5 If the disciplined Member is not satisfied with the Board's decision, he/she may lodge a request with the Company Secretary to appeal to the general meeting of the Members provided that his/her request for appeal is supported by at least one hundred (100) Members. Such request and supporting documents must be delivered to the Company Secretary not later than twenty-eight (28) days after the Member is informed of the decision of the Board as per Clause 11.1.4. If the request to appeal is in order, the Company Secretary must call a general meeting of the Members for which the sole agenda item shall be whether to uphold the decision of the Board, within sixty (60) days of the receipt of the appeal, attaching to the notice of the meeting all relevant documents relating to the matter. The time period for the hearing of the appeal may be extended by the Company Secretary to ninety (90) days and such appeal included in the agenda item for an AGM or an EGM if either one of these is scheduled to be held within ninety (90) days from the date of the receipt of the appeal.

## **11.2 Dispute Resolution**

- 11.2.1 This section deals with disputes under this Constitution (a) between Members of the Company, (b) between Member(s) of the Company and Director(s) and (c) between the Directors. A dispute herein is defined as action(s) by Member(s) including Director(s) that is so divisive and disruptive with claims and allegations on the one side met by counter-claims and allegations on the other that the Board can no longer continue to operate the Company in a collective and effective manner. A notice of dispute must be lodged with the Chairperson or the Company Secretary by a party to the dispute, providing sufficient information so that the Board can identify and consider whether a dispute has arisen within the meaning this clause.
- 11.2.2 The following action shall be taken to resolve the dispute once a notice of dispute has been received, which is determined by the Board by resolution to constitute a dispute within the meaning of Clause 11.2.1:
- (a) In the first instance the Board shall meet to attempt to resolve the dispute within fourteen (14) days of the receipt of the notice;
  - (b) If the Board is unable to resolve the dispute in the above timeframe, it shall appoint a Dispute Resolution Committee within twenty-one (21) days of the receipt of the notice of dispute, to attempt to resolve the dispute. This Committee shall consist of:
    - (1) A minimum of three and no more than five senior Members of the Company, of which at least one Member shall be a female, and provided that each of the Members so appointed shall:
      - a. not have a conflict of interest in connection with the dispute;
      - b. have been a member of the Association and/or a Member of the Company for a minimum period of fifteen (15) years;
      - c. have a sound understanding of this Constitution;
      - d. possess a tertiary qualification; and
      - e. have worked in Australia for a minimum of five (5) years.
    - (2) The Dispute Resolution Committee shall appoint one of their number as the chairperson of that Committee.
    - (3) The Dispute Resolution Committee shall give its decision which shall be by majority vote within twenty-one (21) days of its appointment.

## **12. SEAL**

- 12.1 The Company shall not have a common seal.

## **13. REGISTER OF MEMBERS**

- 13.1 The Company Secretary shall establish and maintain a Register of Members specifying the following details of each Member:
- (a) Name, address and contact details which may include but not be limited to email address, facsimile number, mobile number and home phone number;
  - (b) membership category;
  - (c) membership number;
  - (d) receipt number for payment of membership fees, date and amount;
  - (e) date when the Member was admitted as a Member of the Company; and
  - (f) any other details considered necessary by the Board or required under the Corporations Act.
- 13.2 The Register of Members shall be kept at the registered office of the Company and may not be removed.
- 13.3 Subject to the Corporations Act, on application to the Company stating the purpose for inspection, a Member may inspect or request a copy of the Register of Members at any time mutually convenient to the Member and the Company Secretary within thirty (30) days of the application. A fee may be charged by the Company for providing copy of the Register.

## **14. ACCOUNTS**

- 14.1 The Board shall cause proper accounting and other records to be kept in accordance with the Corporations Act.
- 14.2 The Board shall report to the Members by sending them with the notice of the AGM the following:
- (a) the financial report for the year prepared in accordance with the Corporations Act;
  - (b) the director's report for the year; and
  - (c) the auditor's report on the financial report.
- 14.3 The Board shall cause to be made out and laid before each AGM the financial report for the preceding financial year accompanied by the Directors' report and the auditors' report thereon prepared in accordance with the Corporations Act made up to the end of the relevant financial year but not more than five (5) months before the date of the meeting.
- 14.4 The Company's financial year shall run from 1 July to 30 June.

## **15. AUDIT**

### **15.1 External Audit**

- 15.1.1 The Company shall appoint a registered company auditor in accordance with the Corporations Act.
- 15.1.2 Subject to the Corporations Act, the first auditor of the Company shall be appointed by the Board within one (1) month after the day on which the Company is registered. The first auditor will hold its office until the first AGM. The Company shall appoint an auditor of the Company at its first AGM, and appoint an auditor of the Company to fill any vacancy in the office of auditor at each subsequent AGM.
- 15.1.3 The auditor is entitled to attend any general meeting of the Members 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.
- 15.1.4 The Company must give the auditor any communications relating to the general meeting of the Members that a Member of the Company is entitled to receive.

## **15.2 Internal Audit**

- 15.2.1 The Board shall appoint an internal auditor/s for the internal audit of the Company.
- 15.2.2 The internal auditor/s shall have a business, financial or auditing background and may or may not be Member/s of the Company.
- 15.2.3 The internal audit shall include both the financial and operational aspects of the Company and shall be conducted at least once in each half of the financial year.
- 15.2.4 The internal auditor/s shall present his/their findings and recommendations in a written report to the Board within four (4) weeks of the completion of the internal audit.

## **16. NOTICES**

16.1 All notices referred to below must be in writing.

16.2 Notices by the Company to Members:

A notice may be given by the Company to a Member (including a Director or Committee Member):

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register of Members; or
- (c) by sending it to the fax number, email address or messaging it to the telephone number (if any) nominated by the Member.

16.3 Notices by Members or Directors to the Company:

A notice may be given by a Member or a Director to the Company:

- (a) by personally delivering it to the Company Secretary or Chairperson;
- (b) by sending it by post to the business address of the Company; or
- (c) by sending it to the principal fax number or principal electronic address of the Company at its registered office.

16.4 Notices posted to addresses outside the Commonwealth:

A notice sent by post to an address outside the Commonwealth of Australia must be sent by airmail.

16.5 Proof of Delivery of Notice Not Required

An acknowledgement from the addressee of the notice shall not be necessary as proof of delivery of notice.

16.6 Time of service:

A notice will be deemed to be delivered as follows:

- (a) if sent by post, five (5) days after it is posted; or
- (b) if sent by fax, email or SMS, on the same day it is sent.

16.7 If the Company does not have a postal address, fax number, email address and mobile phone number for the Member, the Company is not required to give notice in person.

## **17. BY-LAWS**

17.1 The Board may from time to time make by-laws, which in its opinion are necessary or desirable for the control, administration and management of the Company's affairs, the pursuit of Company's objects, and the interests of the Members, and may amend, repeal or replace those by-laws. The by-laws may deal with the operational matters of Company, contribution for services, ethical obligations of Members and the imposition of disciplinary regime.

- 17.2 New, amended and repealed by-laws shall be communicated to the Members by letter, supplemented by announcement and posting on the Company noticeboard and website, for access by Members.
- 17.3 The Company in general meeting, may amend, repeal and replace any by-law made by the Board, but that does not affect anything previously done by the Board or anyone pursuant to that by-law.
- 17.4 A by-law:
- (a) is subject to this Constitution;
  - (b) must be consistent with this Constitution, and if not, the Constitution prevails to the extent of the inconsistency;
  - (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution; and
  - (d) must be approved by seventy-five percent (75%) of the votes cast at a meeting of the Directors.

## **18. INDEMNITY & INSURANCE & ACCESS**

- 18.1 To the extent permitted by law, each and every member of the Board, the Committees established by the Board and the auditor shall be indemnified out of the funds of the Company against any liability arising out of the execution of the duties of his or her office, which is incurred by him/her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour. This indemnity is a continuing obligation and is enforceable by an officer, Director or Committee Member even though that person is no longer an officer or Committee Member of the Company.
- 18.2 The Company may, to the extent permitted by law:
- (a) Purchase and maintain insurance; or
  - (b) Pay or agree to pay a premium for insurance,
- for any person to whom this clause applies against any liability incurred by the person as a Director, a Committee Member or the auditor of the Company including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred in defending proceedings, whether civil or criminal and whatever their outcome provided that the liability does not arise out of conduct involving a willful breach of duty in relation to the Company or a contravention of the Corporations Act.
- 18.3 A Director has a right of access to the financial records of the Company at all reasonable times.
- 18.4 Subject to Clause 18.3, if the Board agrees, 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.

## **19. AMALGAMATION OR DISSOLUTION**

- 19.1 The Company may become amalgamated with any other Sikh organisation in Australia that has like aims and objectives provided that requirements of this Constitution are satisfied. Any decision to amalgamate shall require a special resolution passed at a general meeting of the Members of the Company.
- 19.2 The winding up of the Company shall be in accordance with the Corporations Act and in accordance with the Constitution. The Company may only be dissolved by a special resolution passed at a general meeting of the Members if:
- (a) the Company fails to perform according to its aims and objectives; or

(b) the membership falls below ten (10) persons.

19.3 Upon such a resolution for winding up being passed in accordance with the above clause, all the assets and funds of the Company shall, after payment of all expenses and liabilities be transferred to other similar organisation(s) with equivalent charitable aims and objectives as decided by the special resolution of Members.

19.4 Under no circumstances shall the funds of the Company be distributed among the Members of the Company by way of dividend or surplus.

## **20. AMENDMENTS TO THE CONSTITUTION**

20.1 Subject to Clause 20.3, no amendments (additions, deletions or alterations to an existing provision) to the Constitution of the Company shall be made except by a special resolution of the Members of the Company passed at either an AGM or an EGM in accordance with this Constitution and the Corporations Act.

20.2 The amendment to the Constitution passed as per Clause 20.1 shall take effect from the date the amendment is registered with ACNC/ASIC.

20.3 The Members must not pass a special resolution that amends this Constitution if passing it causes the Company to lose its charitable status.

## **21. CHARITABLE TRUST**

21.1 The Company shall act as the sole trustee of the Trust.

21.2 The following Directors shall act as members of the management council of the Trust:

(a) Charity, Welfare and Social Responsibility Director,

(b) Company Secretary,

(c) Chief Financial Officer,

(d) Education Director,

(e) Senior Citizen's Director,

(f) Gurdwara Treasurer, and

(g) Infrastructure & Maintenance Director.

21.3 Within three (3) months of each financial year, and at any time upon request by the Board, the management council of the Trust shall prepare and send to the Board:

(a) a report of the affairs and activities of the Trust;

(b) financial statements of the Trust for the past financial year; and

(c) current management accounts of the Trust.

21.4 The Company may establish other trusts approved by a special resolution of the Company.

21.5 The management of the trust/s shall be in accordance with the respective trust deed/s.

Annexure A – Application for Membership Form.

Annexure B - Nomination for Directorship Form

Annexure C - Proxy Form



ੴ ਸਤਿਗੁਰ ਪ੍ਰਸਾਦਿ ॥

Annexure A

# The Australian Sikh Association Limited (ASA)

2 - 18 Meurants Lane, Glenwood NSW 2768

Phone: (02) 9622 6994 Email: info@asaltd.org.au Web: www.asaltd.org.au



## APPLICATION FOR MEMBERSHIP FORM

### OFFICE USE ONLY

Checked by:	Reviewed by:	Membership Number
Position:	Position:	
Signature:	Signature:	Receipt No:
Date: DD / MM / YYYY	Date: DD / MM / YYYY	Date: DD / MM / YYYY
Date of the Board Meeting at which the membership is approved: DD / MM / YYYY		

### APPLICANT DETAILS

Name			
Date of Birth	DD / MM / YYYY	Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female
Residential Address			
Postal Address	<i>if different from the residential address otherwise write "as above"</i>		
Preferred Phone	Mobile or Landline	E-mail	
Please indicate the name of a family member (if any) living at the same residential address who is an existing member of the Company:			
Name		Membership Number	

I am interested in doing the following types of seva (optional):

Langar  Cleaning  Gardening  Electrical  Painting  Carpentry  Punjabi teaching  Computers  
 Receipting  Bookkeeping  Other (please specify).....

### DECLARATION & UNDERTAKING BY THE APPLICANT

I, the applicant named above, declare that:

- (1) I am a Sikh.
- (2) I am eighteen (18) years old or over.
- (3) I am a citizen or permanent resident of Australia.
- (4) I have my principal place of residence in Australia.
- (5) I have not been convicted of any indictable offence.
- (6) I am not associated with any person or organisation which encourages illegal conduct under the laws of Australia or contrary to the tenets of Sikhism.
- (7) I shall not bring the Sikh faith, the Company or the Sikh community into disrepute.
- (8) I shall familiarise myself with the Constitution and any By-Laws of the Company (which are available on the Company's website or from the Company's office) and undertake to abide by the rules contained therein.
- (9) I understand that the personal information I have provided in this form is necessary for the objects of ASA, and I consent to ASA collecting, using, disclosing and storing my personal information contained in this form.
- (10) I have attached certified copies of the following in support of my application:
  - (a) As proof of Australian citizenship/permanent residency:  Australian Passport  Australian Citizenship Certificate  
 Foreign Passport and current Australian Permanent Resident Visa
  - (b) As proof of address:  Australian driving licence  Other official identification

Signature ..... Date ...../...../.....

### MEMBERS PROPOSING & SECONDING APPLICATION

We, the proposer and seconder, have known the applicant who is of good character, standing and reputation.	
Proposed by (Name):	Seconded by (Name):
Address:	Address:
Membership No:	Membership No:
Signature ..... Date: ...../...../.....	Signature ..... Date: ...../...../.....



Australian Sikh Association





ੴ ਸਤਿਗੁਰ ਪ੍ਰਸਾਦਿ ॥

Annexure B

# The Australian Sikh Association Limited (ASA)

2 - 18 Meurants Lane, Glenwood NSW 2768

Phone: (02) 9622 6994 Email: info@asaltd.org.au Web: www.asaltd.org.au



## NOMINATION FOR DIRECTORSHIP FORM

FOR ELECTIONS SCHEDULED TO BE HELD ON: DD / MM / YYYY

### OFFICE USE ONLY

<input type="checkbox"/> Check nominator's details & signature	Checked by: .....	Reviewed by: .....
<input type="checkbox"/> Check seconder's details & signature	Position: .....	Position: .....
<input type="checkbox"/> Check nominee's details & signature	Signature: .....	Signature: .....
<input type="checkbox"/> Check nominee's document(s)	Date: DD / MM / YYYY	Date: DD / MM / YYYY

### SHORT DETAILS OF NOMINATION

Director Position			
Nominee's name		Membership No.	
Address			
Nominated by		Membership No.	
Address			
Seconded by		Membership No.	
Address			

### NOMINATOR'S STATEMENT

I, ..... have known ..... who is of good character, standing and reputation, for ..... years and nominate him/her for the Portfolio of .....

Signature of Nominator..... Date: DD / MM / YYYY

### SECONDER'S STATEMENT

I, ..... have known ..... who is of good character, standing and reputation, for ..... years and second him/her for the Portfolio of .....

Signature of Seconder..... Date: DD / MM / YYYY

### NOMINEE'S ACCEPTANCE STATEMENT & DECLARATION

- I,....., accept the nomination for the Directorship of ASA for the Portfolio of .....
- As required by the ASA's Constitution I have attached to this nomination a signed Suitability Statement for the above Directorship.
- I consent to act as a Director of the ASA if elected and undertake to fulfil the responsibilities of my portfolio.
- I declare that:
  - I am not disqualified from managing a corporation, within the meaning of the Corporations Act 2001 (Cth) and
  - I have not been disqualified by the Australian Charities and Not-for-profits Commissioner at any time during the previous year from being a responsible person of a registered charity.
  - If elected, while I am a Director of ASA, I agree to notify ASA as soon as possible if I do become disqualified from managing a corporation within the meaning of the Corporations Act 2001, or am disqualified by the Australian Charities and Not-for-profits Commissioner from being a responsible person of a registered charity.

Accepted & Declared at:

..... On ...../...../..... Signature .....



Australian Sikh Association



ੴ ਸਤਿਗੁਰ ਪ੍ਰਸਾਦਿ ॥

Annexure C

# The Australian Sikh Association Limited (ASA)

2 - 18 Meurants Lane, Glenwood NSW 2768

Phone: (02) 9622 6994 Email: info@asaltd.org.au Web: www.asaltd.org.au



## PROXY FORM

### INSTRUCTIONS FOR COMPLETEING THIS PROXY FORM

1. Complete all required details of yourself and the proxy
2. Tick the appropriate boxes as applicable
3. Attach all required documentation
4. Ensure that you have signed and dated the proxy form
5. Ensure that this proxy form is received by the Company Secretary at least forty eight (48) hours before the commencement of polling for the elections or meeting

### STEP 1 – APPOINT A PROXY

I, ....., Membership No. .... of .....,  
 ..... being a  Life  Patron  Chief Patron  Provisional Member of the Australian Sikh Association Limited  
 (ASA) hereby appoint, ..... Membership No. .... of .....,  
 ..... as my proxy to:

- vote on my behalf at the Elections for the Board of Directors to be held on: DD / MM / YYYY
- subject to my directions below to attend and vote on my behalf at the Annual General Meeting/Extraordinary General Meeting of the company  
 to be held on : DD / MM / YYYY and any adjournment of these meetings.

### STEP 2 – ENTITLEMENT FOR PROXY AND SUPPORTING EVIDENCE

In accordance with the Constitution of ASA, I am entitled to appoint a proxy because:

- I reside outside Greater Sydney
- I reside in Greater Sydney but will be absent from Greater Sydney on the date of the:  
 Election  Annual General Meeting  Extraordinary General Meeting

For all Members appointing proxy:

- attach current photo identification displaying photo, name and signature

For Members from Greater Sydney only:

- if travelling, attach a verifiable flight ticket as evidence of your absence from Greater Sydney on the date of the elections/Annual General Meeting/Extraordinary General Meeting, or
- if hospitalised, attach a letter from hospital stating that you will be hospitalised on the date of the Elections/Annual General Meeting/Extraordinary General Meeting, or
- if applicable attach any other verifiable documentary evidence of your absence from Greater Sydney on the date of the Elections/Annual General Meeting/Extraordinary General Meeting (please give full details), or
- in the absence of the above, attach a declaration, duly witnessed by a Public Notary, stating that you will be absent from Greater Sydney on the date of the Elections/Annual General Meeting/Extraordinary General Meeting

### STEP 3 - DIRECTIONS

In respect of the resolutions being voted upon at the Annual General Meeting/Extraordinary General Meeting:

- I direct my vote as follows (please tick as appropriate):

Resolution No.	For	Against	Abstain
1.			
2.			
3.			
4.			
5.			

or

- I authorise my proxy to vote as he/she thinks fit

and

- For all other matters before the Annual General Meeting/Extraordinary General Meeting I authorise my proxy to vote as he/she thinks fit

### STEP 4 – SIGN THE PROXY FORM

Signature		Date: DD / MM / YYYY
Name:	Mobile:	Landline:



Australian Sikh Association