

A Company Limited by Guarantee

Constitution of:

Brisbane Islamic Centre

ACN 133 425 439

Lambat Partners Pty Ltd

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1. Definitions and Interpretations

1.1 Definitions

In this Constitution, and any By-Laws hereunder unless the context otherwise requires:

"ACNC Act" means the Australian Charities and Not-for-profits Commission Act 2012 (Cth).

"Board" means the Board of Directors for the time being of the **company**.

"Company" means The Brisbane Islamic Centre, a company limited by guarantee as hereby established.

"Constitution" means the Constitution for the time being of the **company**.

"Corporation" means any body corporate, whether formed or incorporated within or outside Australia.

"Corporations Act" means the *Corporations Act 2001* (Cth).

"Director" means a director for the time being of the **company**.

"General meeting" means a meeting of members and includes the annual **general meeting**, under clause 7.3(a).

"Islamic organisation" means an association or company that pursues objects of an Islamic nature similar to the main object outlined in clause 4.1.

"Muslim" means a person of the Sunni Islamic faith who recognises and practices the teachings of the Quran and Sunnah and professes belief in the following:

- Belief in the oneness and unity of God. This entails belief in God as the one and only Creator, Cherisher, and Sovereign Lord of the entire universe.
- Belief in God's angels.
- Belief in the Quran.
- Belief in all the prophets and messengers named in the Quran.
- Belief that both good and bad are decreed by God(predestination).
- Belief in the Last Day when all of humanity will stand before God for final reckoning, where one's good as well as bad deeds will be scrutinised by God.

"Member" means a Muslim person over the age of 18 or Corporation (whose members are Muslim) admitted to membership of the **company**.

"Quran" refers to the Islamic scripture revealed to Prophet Muhammad in its complete form between 609-632AD.

“Secretary” means any person appointed for the time being to perform the duties of the Secretary of the **company**.

“Islamic Law” means the Islamic law based on the primary sources of the Quran and Sunnah as far as these laws do not conflict with Australian laws.

“Surplus assets” means any assets of the **company** that remain after paying all debts and other liabilities of the **company**, including the costs of winding up.

“Year” shall mean a financial year except in relation to the period of tenure of any office bearer in which case it shall mean the period between one annual general meeting and the next succeeding annual general meeting.

“Main Property” shall mean:

- a. The Mosque;
- b. Hall;
- c. Adjoining Offices;
- d. Parking bays;
- e. Access road to above;

comprising partial development on 161 Underwood Road, Eight Mile Plains Brisbane.

1.2 Interpretation: meaning of certain words

In this Constitution, unless the context otherwise requires:

- (a) words importing the singular number include the plural number and vice versa;
- (b) words importing the masculine gender include the feminine gender and vice versa;
- (c) words importing persons include corporations;
- (d) expressions referring to writing shall be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form; including digital media
- (e) an expression used in a particular Part or Division of the Corporations Law that is given by that Part or Division a special meaning for the purposes of that Part or Division has in any clause of this Constitution that deals with a matter by that Part or Division the same meaning as in that Part or Division;
- (f) all headings contained in this Constitution are for guidance and do not form part of the substance of the Constitution.

2. Exclusion of replaceable rules

- 2.1 The replacement rules set out in the **Corporations Act** do not apply to this **company**.
- 2.2 While the **company** is a **registered charity**, the **ACNC Act** and the **Corporations Act** override any clauses in this constitution which are inconsistent with those Acts.
- 2.3 If the **company** is not a **registered charity** (even if it remains a charity), the **Corporations Act** overrides any clause in this constitution which is inconsistent with that Act.
- 2.4 A word or expression that is defined in the **Corporations Act**, or used in that Act and covering the same subject, has the same meaning as in this constitution.

3. Preliminary

3.1 Company Name

The name of the company is: Brisbane Islamic Centre Limited (the **company**).

3.2 Type of company

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

3.3 Limited liability of members

The liability of members is limited to the amount of the guarantee in clause 3.4.

3.4 The guarantee

- (a) Each member must contribute an amount not more than \$20 (the guarantee) to the property of the **company** if the **company** is wound up while the member is a member, or within 12 months after they stop being a member, and this contribution is required to pay for the:
 - (i) debts and liabilities of the **company** incurred before the member stopped being a member; or
 - (ii) costs of winding up.

3.5 The company

The **company**:

- (a) will operate predominantly for the promotion, development and attainment of its objectives;
- (b) will apply its profits (if any) or other income in promoting its objectives;

- (c) is not carried on for the purpose of profit or gain to its individual members; and
- (d) will operate and manage its affairs in accordance with relevant Australian laws and be influenced by Islamic teachings in so far as these teachings do not conflict with Australian law.

4. Charitable purposes and powers

4.1 OBJECT

4.1.1 The **Company** is established to be a charity whose purpose is to advance the Islamic religion by:

- (a) spreading of authentic teachings of Islam;
- (b) construct and manage the **main property**;
- (c) establishing Islamic places of worship;
- (d) providing access to congregational prayers;
- (e) establishing educational facilities for the teaching of Islam within an Australian context;
- (f) establishing charitable (welfare) funds and/or organisations and collecting and distributing donations for charitable purposes;
- (g) establishing not-for-profit burial facilities and providing burial facilities for the underprivileged;
- (h) observing and celebrating all major events in the Islamic calendar;
- (i) establishing and operating a library;
- (j) establishing and operating a museum;
- (k) establishing and operating deradicalisation programs;
- (l) providing adult education, focused in Australian values and how to integrate into Australia and how to secure employment and/or other forms of income; and
- (m) conduct fund raising activities to generate funding for the **Company** to achieve its objects.

4.1.2 Ancillary Objectives

- (a) To promote friendly relations between Muslims and non-Muslims and to foster a Muslim community based on the Islamic principles of unity, equality, mutual help and Islamic teachings of peace, love and justice.

- (b) To construct and operate Mosques and other praying facilities.
- (c) To promote better understanding of Islam among non-Muslims.
- (d) To advance the education of Muslims by:
 - (i) providing life-skills training to young people from disadvantaged backgrounds; and
 - (ii) providing scholarships for young people to study at any educational institution.
- (e) To provide for the holding of classes, lectures, seminars, exhibitions, meetings and conferences calculated directly or indirectly to advance the cause of education of Islam.
- (f) To relieve poverty by establishing Charity Funds; the income of which will be applied to assist the underprivileged.
- (g) To establish Zakah Funds.
- (h) To construct and operate any income generating business or educational activity to raise funds for the achievement of the **company's** objectives, in accordance with clause 3.5(b).
- (i) To provide facilities for recreation activities for Muslims and the general community.
- (j) To receive, collect and accept grants, aids, donations, fees, rentals, legacies, endowments and bequests (in whatever form) and to use the receipts (in whatever form) for carrying out the objectives of the **company**.
- (k) To represent the interests of Muslims to governments, other organisations, and the community.
- (l) To print, publish, distribute and circulate books and publications and any other material or thing of any and every kind as are circulated to promote and advance Islam.
- (m) To support and coordinate the programs of various organised groups of Muslims whose objectives, interests, and activities contribute to better understanding and implementation of Islam.
- (n) To charge fees for admission and usage of land and buildings under the **company's** control.
- (o) To give and enter into any guarantee in relation to the payment of moneys and to give any form of indemnity as may be appropriate for the purpose of furthering the objects of the **company**.
- (p) To appoint and remunerate employees.
- (q) To apply for deductible gift recipient status with the Australian Taxation Office.
- (r) To engage in such other activities as may be desirable or required to fulfill its purposes and objectives.

- (s) The foregoing purposes of the **company** are made in furtherance, and not in limitation, of the powers conferred upon the **company** by law and is not intended, by the mention of any particular purpose, in any manner to limit or restrict any of the powers of the **company**.

4.2 Powers

- (a) Subject to clause 4.3 the **company** has the following powers, which may only be used to carry out its purposes set out in clause 4.1:
 - (i) the powers of an individual; and
 - (ii) all the powers of a company limited by guarantee under the Corporations Act.

4.3 Not-for-profit

- (a) The company must not distribute any income or assets directly or indirectly to its members, except as provided in clauses 4.3(b) and 21.2.
- (b) Clause 4.3(a) does not stop the **company** from doing the following things, provided they are done in good faith:
 - (i) paying a member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the **company**; or
 - (ii) making a payment to a member in carrying out the **company's** charitable purpose(s).

4.4 Amending the constitution

- (a) Subject to clauses 4.4(b) to 4.4(d), the members may amend this constitution by passing a **special resolution**.
- (b) The members must not pass a **special resolution** that amends this constitution if passing it causes the **company** to no longer be a charity.
- (b) No part of this constitution that refers to Muslims, Islamic organisations, Islamic Law, Quran, and Prophet Muhammad (peace be upon him) can be altered in such a way that alters their current interpretations.

4.5 Doctrine of Ultra Vires

It is intended that this clause 4.5 and the other provisions of this Constitution shall:

- (a) prevent the application of the doctrine of ultra vires to the powers of the **company** to further its objectives; and
- (b) ensure that the **company** is able to give effect to its objectives set out in this Constitution without the necessity to specifically include a power.

and this clause 4.5 and the other provisions of this Constitution shall be construed accordingly.

5. Membership

5.1 Number

- (a) There shall be a limit to the number of members being a minimum of 7 and a maximum of 50.

5.2 Categories of membership

- (a) The membership of the **company** shall consist of:
 - (i) Founding Special members and Succeeding Special Members (subject to clause 5.4);
 - (ii) Voting Ordinary members (subject to clause 5.5); and
 - (iii) Non voting Ordinary members (subject to clause 5.6).

5.3 Who can be a member

- (a) A person shall be eligible for admission as a Member if:
 - (i) The person is a **Muslim**; and
 - (ii) The person supports the purposes of the **company**; and
 - (iii) The person meets the eligibility criteria as determined by the Board.
- (b) In this clause, 'person' means an individual or incorporated body. Where a member is an incorporated body or a trust, the majority members or beneficiaries of such corporation or trust must be Muslim.
- (c) Where there is any doubt about a person meeting the definition of a Muslim, the decision of the Board is final on this matter. The Board in making its determination, will consult with the Islamic Law Advisors appointed under clause 11.7.

5.4 Founding Special Members and Succeeding Special Members

- (a) There shall, at any one time, be no more than two Founding Special Members and/or Succeeding Special Members.
- (b) Each Founding Special Member listed in clause 5.4(e) can appoint a replacement Special Member (referred to as Succeeding Special Member) by notifying the Secretary in writing. A nomination made in a will is acceptable.
- (c) The Special Member category of membership will cease at the later of 20 years or the death of the last Founding Special Member. Any Founding Special Member and/or Succeeding Special Member in office at the time will become Voting Ordinary Members.
- (d) All references to Founding Special Member and Succeeding Special Members in this constitution will have the effect of not having the clause once Special Members no longer exist.

- (e) The Founding Special Members are:

	Name	Address
(a)	Mahomed Faisal Yusuf Hatia	16 Fairview Close, Kuraby, 4112
(b)	Hashim Yousuf Hatia	51 Balmoral Street, Kuraby, 4112

5.5 Voting Ordinary Members

- (a) The company shall have not more than twenty Voting Ordinary Members at any one time.
- (b) Two Voting Ordinary Member positions will be held vacant for Founding Special Members and/or Succeeding Special Members to occupy when this special category of membership expires in accordance with clause 5.4(c).
- (d) Voting Ordinary Members shall be persons elected by the **company**.
- (e) The Initial Voting Ordinary members are:

	Name	Address
(a)	Yunus Aboo Omar	13 West Park Place, Kuraby, 4112
(b)	Mohammad Iqbal Aboobaker Sultan	70 Kinta Street, Kuraby, 4112
(c)	Abdul Malik Issadeen	26 West Park Place, Kuraby, 4112
(d)	Mustafa Kemal Omar	6 Botanical Drive, Underwood, 4112

5.6 Non-Voting Ordinary Members

- (a) The company shall have not more than twenty Non-Voting Ordinary Members at any one time.
- (b) Notwithstanding clause 5.8(e) Non-Voting Ordinary Members will hold membership for a maximum of five years after which they must reapply for membership.
- (c) Non-Voting Ordinary Members shall be persons elected by the **company**.

5.7 How to apply to become a member

- (a) Any member can nominate a person for Voting and Non-Voting Ordinary membership. Such a nomination shall be supported by at least 40% of existing members.
- (b) Once nominated, the proposed member must apply to the secretary in writing stating that they:
- (i) want to become a member;
 - (ii) support the purpose(s) of the **company**; and
 - (iii) agree to comply with the **company's** constitution, including paying the guarantee under clause 3 if required.

5.8 Members decide whether to approve membership

- (a) 75% of voting members need to agree prior to a person/company/trust being admitted as a member. A profile of each nomination shall be

submitted to the members for their consideration of the nomination. A member, can, at any time resubmit the name of a person who has been previously rejected, for membership.

- (b) The members must consider an application for membership within a reasonable time after the secretary receives the application.
- (c) If the members approve an application, the secretary must as soon as possible:
 - (i) enter the new member on the register of members, and
 - (ii) write to the applicant to tell them that their application was approved, and the date that their membership started (see clause 5.10).
- (d) If the members reject an application, the secretary must write to the applicant as soon as possible to tell them that their application has been rejected, but does not have to give reasons.
- (e) Membership shall be subject to the terms and conditions by the Board at any time and from time to time.

5.9 Register of Members

5.9.1 The **company** must establish and maintain a register of members. The register of members will be kept by the secretary and will contain:

- (a) for each current member:
 - (i) name;
 - (ii) address;
 - (iii) any alternative address nominated by the member for the service of notices; and
 - (iii) date the member was entered on to the register.
- (b) for each person who stopped being a member in the last 7 years:
 - (i) name;
 - (ii) address;
 - (iii) any alternative address nominated by the member for the service of notices; and
 - (iv) dates the membership started and ended.

5.9.2 The **company** must give current members access to the register of members.

5.9.3 Information that is accessed from the register of members must only be used in a manner relevant to the interests or rights of members.

5.10 When a person becomes a Member

Other than the members noted in 5.4 and 5.5 all accepted nominations for membership will only become a member when they are entered on the register of members.

5.11 Membership Fees

- (a) Members will pay any annual fees (if any) as determined by the Board of Directors from time to time.
- (b) Any member who has any fee overdue shall not be entitled to exercise any of the rights and privileges of a member of the **company**.

- (d) To hold office in the **company**, a member must have paid any membership fees payable.

5.12 When a person stops being a Member

- (a) A person immediately stops being a member if they:
 - (i) are wound up or otherwise dissolved or deregistered (for an incorporated member);
 - (ii) die;
 - (iii) resign, by writing to the secretary;
 - (iv) have not paid their current membership fee and the fee remains overdue for payment for a period of six months;
 - (v) are expelled under clause 6.3; or
 - (vi) have not responded within three months to a written request from the secretary that they confirm in writing that they want to remain a member.
- (b) The **secretary** shall remove from the register of members the name and particulars of any member who ceases to be a member.
- (c) A person who has ceased to be a member may be readmitted to membership in accordance with the normal requirements for membership.

6. Dispute resolution and disciplinary provisions

6.1 Dispute resolution

- (a) The dispute resolution procedure in this clause applies to disputes (disagreements) under this constitution between a member or director and:
 - (i) one or more members;
 - (ii) one or more directors, or
 - (iii) the **company**.
- (b) A member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 6.3 until the disciplinary procedure is completed.
- (c) Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it.
- (d) If those involved in the dispute do not resolve it under clause 6.1(c), they must within 5 days:
 - (i) tell the **secretary** about the dispute in writing;
 - (ii) agree or request that a mediator be appointed; and
 - (iii) attempt in good faith to settle the dispute by mediation.
- (e) The mediator must:
 - (i) be chosen by agreement of those involved, or
 - (ii) where those involved do not agree then the directors will select the mediator.
- (f) A mediator chosen by the directors under clause 6.1(e)(ii):
 - (i) may be a member or former member of the **company**;
 - (ii) must not have a personal interest in the dispute; and

- (iii) must not be biased towards or against anyone involved in the dispute.
- (g) When conducting the mediation, the mediator must:
 - (i) allow those involved a reasonable chance to be heard;
 - (ii) allow those involved a reasonable chance to review any written statements;
 - (iii) ensure that those involved are given natural justice; and
 - (iv) not make a decision on the dispute.
- (h) Should the dispute not be resolved by mediation within 5 days, the parties are bound to resolve the matter through arbitration in accordance with clause 6.2.

6.2. Arbitration

- (a) Any claim, demands, disputes, controversies, and differences arising out of or related to the **company** between any director and the **company**, or amongst directors, or between members and the **company**, or between members on issues concerning the **company**; not resolved through mediation, shall be exclusively settled by arbitration as set forth in this clause 6.2.
- (b) The Company shall appoint an Arbitration Panel (hereinafter referred to as "Panel"), to hear arguments and make decisions relating to issues described in clause 6.2(a).
- (c) The members of the Arbitration Panel shall be nominated by the Board and elected by a general meeting. The Board shall take into consideration the knowledge, integrity, character and maturity of the nominees to serve as arbitrators. The Panel will comprise three (3) to five (5) members. Members of the Panel shall not concurrently occupy any other elected or non-elected office of the **company**.
- (d) Each arbitrator shall be elected for a term determined by the Board. Any vacancies arising in the Panel shall be filled by the Board.
- (e) The members of the Panel shall select a Chairperson within thirty days of their appointment. The Panel shall develop rules and regulations for their operations.
- (f) Any controversy or issue shall be determined by arbitration in the following manner:
 - (i) Either party to a dispute, not resolved through mediation, can institute the arbitration proceedings. The proceedings are to be commenced within 10 days of a failed mediation or, in the case of a dispute that was not subject to mediation, within 15 days of the secretary being informed of the dispute.
 - (ii) The Chairperson of the Arbitration Panel shall, within 10 days after receipt of said request, inform, in writing, the parties to the dispute, of the pending arbitration and request the parties to select an arbitrator from the Arbitration Panel.

- (iii) The parties must inform the Chairperson of their nomination within 5 days of the Chairperson requesting such a nomination.
- (iv) If the parties cannot agree on a single arbitrator, then each side to the dispute shall select one arbitrator from among the members of the Panel within 10 days of being requested to do so by the Chairperson of the Panel. The Chairperson of the Panel shall appoint a third arbitrator within 5 days of the nomination of the two arbitrators.
- (v) On appointment of three arbitrators as provided for above, such arbitrators shall hold an arbitration hearing at the **company's** office, or any other location agreed by all parties, within 10 days after such appointments. At the hearing, the single arbitrator or the three arbitrators, as the case may be, shall allow each party to present that party's case, evidence and witnesses, if any, in the presence of the other party and shall render their decision, within fifteen days of the conclusion of the hearing, as the arbitrator(s) deem just.
- (vi) The decision of the arbitrator, if single, or the majority of the arbitrators, if more, shall be binding on the parties to this constitution, and judgment may be entered on such decision in any court having jurisdiction.
- (vii) With respect to any dispute or controversy that is made subject to arbitration under the terms of this Article, no suit at law or in equity based on such dispute or controversy shall be instituted by either party, except to enforce the decision of the arbitrators or on the ground only of malicious, willful and flagrant violation of law and intentional miscarriage of justice by the arbitrator(s).
- (viii) No party to the arbitration shall have a right to sue an arbitrator if it is not satisfied with the decision or the manner in which the arbitration was conducted.
- (ix) All parties to the arbitration shall take part in the arbitration proceedings in good faith and shall abide by the decision of the arbitrator(s) in the conduct of the arbitration as well as the final decision.
- (x) The arbitrator can canvass the Islamic Law Advisors to assist with matters pertaining to **Islamic Law**.

6.3 Disciplining members

- (a) In accordance with this clause, the directors may resolve to warn, suspend or expel a member from the **company** if the directors consider that:
 - (i) the member has breached this constitution, or
 - (ii) the member's behaviour is causing, has caused, or is likely to cause harm to the **company**.
- (b) At least 14 days before the directors' meeting at which a resolution under clause 6.3(a) will be considered, the secretary must notify the member in writing:
 - (i) that the directors are considering a resolution to warn, suspend or expel the member;

- (ii) that this resolution will be considered at a directors' meeting and the date of that meeting;
 - (iii) what the member is said to have done or not done;
 - (iv) the nature of the resolution that has been proposed; and
 - (v) that the member may provide an explanation to the directors, and details of how to do so.
- (c) Before the directors pass any resolution under clause 6.3(a), the member must be given a chance to explain or defend themselves by:
 - (i) sending the directors a written explanation before that directors' meeting; and/or
 - (ii) speaking at the meeting.
- (d) After considering any explanation under clause 6.3(c), the directors may:
 - (i) take no further action;
 - (ii) warn the member;
 - (iii) suspend the member's rights as a member for a period of no more than 12 months;
 - (iv) expel the member, provided that 75% of directors agree;
 - (v) refer the decision to an unbiased, independent person on conditions that the directors consider appropriate (however, the person can only make a decision that the directors could have made under this clause); or
 - (vii) require the matter to be determined at a **general meeting**.
- (e) The directors cannot fine a member.
- (f) The secretary must give written notice to the member of the decision under clause 6.3(d) as soon as possible.
- (g) Disciplinary procedures must be completed as soon as reasonably practical.
- (h) There will be no liability for any loss or injury suffered by the member as a result of any decision made in good faith under this clause.
- (i) No disciplinary action can be taken against Founding Special Members.

7. General meeting of members

7.1 General meetings called by directors

- (a) The directors may call a **general meeting**.
- (b) 30% of voting members; 50% of Non-Voting Ordinary members; and any Special Founding Members or Succeeding Special Member may make a written request to the **company** for a **general meeting** to be held. The directors, on receiving such a request, must:
 - (i) within 21 days of the members' request, give all members notice of a **general meeting**; and
 - (ii) hold the **general meeting** within 2 months of the members' request.

- (c) The percentage of votes that members have (in clause 7.1(b)) is to be worked out as at midnight before the members request the meeting.
- (d) The members who make the request for a **general meeting** must:
 - (i) state in the request any resolution to be proposed at the meeting;
 - (ii) sign the request; and
 - (iii) give the request to the **company**.
- (e) Separate copies of a document setting out the request may be signed by members if the wording of the request is the same in each copy.

7.2 General meetings called by members

- (a) If the directors do not call the meeting within 21 days of being requested under clause 7.1(b), 50% or more of the voting members, or 75% of non-voting members who made the request may call and arrange to hold a **general meeting**.
- (b) To call and hold a meeting under clause 7.2(a) the members must:
 - (i) as far as possible, follow the procedures for **general meetings** set out in this constitution;
 - (ii) call the meeting using the list of members on the **company's** member register, which the **company** must provide to the members making the request at no cost; and
 - (iii) hold the **general meeting** within three months after the request was given to the **company**.
- (c) The **company** must pay the members who request the **general meeting** any reasonable expenses they incur because the directors did not call and hold the meeting.

7.3 Annual general meeting

- (a) A **general meeting**, called the annual **general meeting**, must be held:
 - (i) within 18 months after registration of the **company**; and
 - (ii) after the first annual **general meeting**, at least once in every calendar year.
- (b) Even if these items are not set out in the notice of meeting, the business of an annual **general meeting** may include:
 - (i) a review of the **company's** activities;
 - (ii) a review of the **company's** finances;
 - (iii) any auditor's report;
 - (iv) the election of directors; and
 - (v) the appointment and payment of auditors, if any.
- (c) Before or at the annual **general meeting**, the directors must give information to the members on the **company's** activities and finances during the period since the last annual **general meeting**.
- (d) The chairperson of the annual **general meeting** must give members as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the **company**.

7.4 Notice of general meetings

- (a) Notice of a **general meeting** must be given to:

- (i) each member entitled to vote at the meeting;
 - (ii) each non-voting member;
 - (iii) each director; and
 - (iv) the auditor (if any).
- (b) Notice of a **general meeting** must be provided in writing at least 21 days before the meeting.
- (c) Subject to clause 7.4(d), notice of a meeting may be provided less than 21 days before the meeting if:
 - (i) for an annual **general meeting**, all the members entitled to attend and vote at the annual **general meeting** agree beforehand; or
 - (ii) for any other **general meeting**, members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- (d) Notice of a meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
 - (i) remove a director;
 - (ii) appoint a director in order to replace a director who was removed; or
 - (iii) remove an auditor.
- (e) Notice of a **general meeting** must include:
 - (i) the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
 - (ii) the general nature of the meeting's business;
 - (iii) if applicable, that a **special resolution** is to be proposed and the words of the proposed resolution; and
 - (iv) a statement that members have the right to appoint proxies and that, if a member appoints a proxy:
 - (A) the proxy does not need to be a member of the **company**;
 - (B) the proxy form must be delivered to the **company** at its registered address or the address (including an electronic address) specified in the notice of the meeting; and
 - (C) the proxy form must be delivered to the **company** at least 48 hours before the meeting.
- (f) If a **general meeting** is adjourned (put off) for one month or more, the members must be given new notice of the resumed meeting.

7.5 Quorum

- (a) No business shall be transacted at any **general meeting** unless a quorum of Members is present (in person, by proxy or by representative) at the time when the meeting proceeds to business.
- (b) A quorum for an ordinary meeting shall comprise:
 - (i) at least one Special Founding Member or Succeeding Special Member; and
 - (ii) 50% of all other Members who are entitled to vote at the time (irrespective of class of Members).
- (c) A quorum for a special meeting shall comprise:

- (i) at least one Special Founding Member or Succeeding Special Member; and
- (ii) 60% of Voting Ordinary Members at the time.

7.6 If quorum absent

- (a) No business may be conducted at a **general meeting** if a quorum is not present.
- (b) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine.
- (b) If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting:
 - (i) will continue if the lack of the forum is due to the absence of a Special Founding Member and/or a Succeeding Special Member; and
 - (ii) will be cancelled if the required minimum Voting Ordinary Members are not present.

7.7 Auditor's right to attend meetings

- (a) The auditor (if any) is entitled to attend any **general meeting** and to be heard by the members on any part of the business of the meeting that concerns the auditor in the capacity of auditor.
- (b) The **company** must give the auditor (if any) any communications relating to the **general meeting** that a member of the **company** is entitled to receive.

7.8 Representatives of members

- (a) An incorporated member may appoint as a representative:
 - (i) one individual to represent the member at meetings and to sign circular resolutions under clause 8.3; and
 - (ii) the same individual or another individual for the purpose of being appointed or elected as a director.
- (b) The appointment of a representative by a member must:
 - (i) be in writing;
 - (ii) include the name of the representative;
 - (iii) be signed on behalf of the member; and
 - (iv) be given to the **company** or, for representation at a meeting, be given to the chairperson before the meeting starts.
- (c) A representative has all the rights of a member relevant to the purposes of the appointment as a representative.
- (d) The appointment may be standing (ongoing).

7.9 Using technology to hold meetings

- (a) The **company** may hold a **general meeting** at two or more venues using any technology that gives the members as a whole a reasonable opportunity to participate, including to hear and be heard.
- (b) Anyone using this technology is taken to be present in person at the meeting.

7.10 Chairperson for general meetings

- (a) The elected Chair of the Board (chairperson) shall preside as chair at every general meeting of the **company** or, if there is no such chair, or if he/she is not present within 15 minutes after the time appointed for the holding of the meeting, or is unwilling to act, the Members present shall elect one of their number to be chair of the meeting.
- (b) The members present and entitled to vote at a **general meeting** may choose a director or member to be the chairperson for that meeting if:
 - (i) the Chair of the Board is not present within 30 minutes after the starting time set for the meeting; or
 - (ii) the Chair of the Board is present but says they do not wish to act as chairperson of the meeting.

7.11 Role of the chairperson

- (a) The chairperson is responsible for the conduct of the **general meeting**, and for this purpose must give members a reasonable opportunity to make comments and ask questions (including to the auditor (if any)).
- (b) The chairperson does not have a casting vote.

7.12 Adjournment of Meeting

The Chair may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

7.13 Conduct of Meetings

- (a) All meetings shall be conducted in compliance with Australian law and Islamic teachings; to the extent that Islamic teachings do not conflict with Australian law.
- (b) No decisions shall be adopted that are in contravention of Islamic Law; to the extent that such decisions are also non-compliant with Australian law. Islamic Law Advisors appointed in accordance with this **constitution** shall provide guidance, if called upon, on whether any decision is in compliance with Islamic Law.
- (c) All debates shall be carried out in an atmosphere of unity.

- (d) No member can speak for more than 10 minutes at a time without the permission of the Chairman.
- (e) All categories of members are entitled to attend any general meeting of the **company**. Non-voting members are permitted to speak at meetings on the invitation of the Chair.

8. Members' resolutions and statements

8.1 Members' resolutions and statements

- (a) Voting Members with at least 30% of the votes that may be cast on a resolution may give:
 - (i) written notice to the **company** of a resolution they propose to move at a **general meeting** (members' resolution); and/or
 - (ii) a written request to the **company** that the **company** give all of its members a statement about a proposed resolution or any other matter that may properly be considered at a **general meeting** (members' statement).
- (b) A notice of a members' resolution must set out the wording of the proposed resolution and be signed by the members proposing the resolution.
- (c) A request to distribute a members' statement must set out the statement to be distributed and be signed by the members making the request.
- (d) Separate copies of a document setting out the notice or request may be signed by members if the wording is the same in each copy.
- (e) The percentage of votes that members have (as described in clause 8.1(a)) is to be worked out as at midnight before the request or notice is given to the **company**.
- (f) If the **company** has been given notice of a members' resolution under clause 8.1(a)(ii), the resolution must be considered at the next **general meeting** held more than two months after the notice is given.
- (g) This clause does not limit any other right that a member has to propose a resolution at a **general meeting**.

8.2 Company must give notice of proposed resolution or distribute statement

- (a) If the **company** has been given a notice or request under clause 8.1:
 - (i) in time to send the notice of proposed members' resolution or a copy of the members' statement to members with a notice of meeting, it must do so at the **company's** cost, or
 - (ii) too late to send the notice of proposed members' resolution or a copy of the members' statement to members with a notice of meeting, then the members who proposed the resolution or made the request must pay the expenses reasonably incurred by the **company** in giving members notice of the proposed members' resolution or a copy of the members' statement. However, at a

general meeting, the members may pass a resolution that the **company** will pay these expenses.

- (b) The **company** does not need to send the notice of proposed members' resolution or a copy of the members' statement to members if:
 - (i) it is more than 1 000 words long;
 - (ii) the directors consider it may be defamatory;
 - (iii) clause 8.2(a)(ii) applies, and the members who proposed the resolution or made the request have not paid the **company** enough money to cover the cost of sending the notice of the proposed members' resolution or a copy of the members' statement to members; or
 - (iv) in the case of a proposed members' resolution, the resolution does not relate to a matter that may be properly considered at a **general meeting** or is otherwise not a valid resolution able to be put to the members.

8.3 Circular resolutions of members

- (a) Subject to clause 8.3(c), the directors may put a resolution to the members to pass a resolution without a **general meeting** being held (a circular resolution).
- (b) The directors must notify the auditor (if any) and non-voting members as soon as possible that a circular resolution has or will be put to members, and set out the wording of the resolution.
- (c) Circular resolutions cannot be used:
 - (i) for a resolution to remove an auditor, appoint a director or remove a director;
 - (ii) for passing a **special resolution**; or
 - (iii) where the **Corporations Act** this constitution requires a meeting to be held.
- (d) A circular resolution is passed if all the members entitled to vote on the resolution sign or agree to the circular resolution, in the manner set out in clause 8.3(e) or clause 8.3(f).
- (e) Members may sign:
 - (i) a single document setting out the circular resolution and containing a statement that they agree to the resolution, or
 - (ii) separate copies of that document, as long as the wording is the same in each copy.
- (f) The **company** may send a circular resolution by email to members and members may agree by sending a reply email to that effect, including the text of the resolution in their reply.

9. Voting at general meetings

9.1 How many votes a member has

- (a) All Members, with the exception on Non-voting Members, have one vote each.

- (b) Non-Voting Members have no vote.

9.2 Challenge to member's right to vote

- (a) A member or the chairperson may only challenge a Voting Member's right to vote at a **general meeting**, at that meeting.
- (b) If a challenge is made under clause 9.2(a), the chairperson must decide whether or not the person may vote. The chairperson's decision is final.

9.3 How voting is carried out

- (a) Voting must be conducted and decided by:
 - (i) a show of hands;
 - (ii) a vote in writing; or
 - (iii) another method chosen by the chairperson that is fair and reasonable in the circumstances.
- (b) Before a vote is taken, the chairperson must state whether any proxy votes have been received and, if so, how the proxy votes will be cast.
- (c) On a show of hands, the chairperson's decision is conclusive evidence of the result of the vote.
- (d) The chairperson and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands.
- (e) Subject to this **constitution**, all questions arising at any meeting of Members shall be decided by a majority of votes.
- (f) In the case of an equality of votes, whether on a show of hands or on a secret ballot, the Founding Special Member present at which the show of hands or secret ballot takes place shall have a third or casting vote. If more than one Founding Special Member is present, each Founding Special Member shall have a third vote.
- (g) A Member may vote in person, by proxy or Representative and on a show of hands every person present who is a Member or a proxy or a Representative of a Member shall have their votes based on their Membership class.
- (h) No Member shall be entitled to vote or speak at any general meeting if the Member's annual membership fee is more than one month in arrears at the date of the meeting.

9.4 When and how a vote in writing must be held

- (a) A vote in writing may be demanded on any resolution instead of or after a vote by a show of hands by:
 - (i) at least five **members present**;
 - (ii) **members present** with at least 50% of the votes that may be passed on the resolution on the vote in writing (worked out as at the midnight before the vote in writing is demanded);
 - (iii) the chairperson; or
 - (iv) Special Founding Members.

- (b) A vote in writing must be taken when and how the chairperson directs, unless clause 9.4(c) applies.
- (c) A vote in writing must be held immediately if it is demanded under clause 9.4(a):
 - (i) for the election of a chairperson under clause 7.10(b); or
 - (ii) to decide whether to adjourn the meeting.
- (d) A demand for a vote in writing may be withdrawn.

9.5 Appointment of proxy

- (a) A member may appoint a proxy to attend and vote at a **general meeting** on their behalf.
- (c) A proxy does not need to be a member.
- (c) A proxy appointed to attend and vote for a member has the same rights as the member to:
 - (i) speak at the meeting;
 - (ii) vote in a vote in writing (but only to the extent allowed by the appointment); and
 - (iii) join in to demand a vote in writing under clause 0.
- (d) An appointment of proxy (proxy form) must be signed by the member appointing the proxy and must contain:
 - (i) the member's name and address;
 - (ii) the **company's** name;
 - (iii) the proxy's name or the name of the office held by the proxy; and
 - (iv) the meeting(s) at which the appointment may be used.
- (e) A proxy appointment may be standing (ongoing).
- (f) Proxy forms must be received by the **company** at the address stated in the notice under clause 7.4(e) or at the **company's** registered address at least 48 hours before a meeting.
- (g) A proxy does not have the authority to speak and vote for a member at a meeting while the member is at the meeting.
- (h) Unless the **company** receives written notice before the start or resumption of a **general meeting** at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the appointing member:
 - (i) dies;
 - (ii) is mentally incapacitated;
 - (iii) revokes the proxy's appointment; or
 - (iv) revokes the authority of a representative or agent who appointed the proxy.
- (i) A proxy appointment may specify the way the proxy must vote on a particular resolution.

9.6 Voting by proxy

- (a) A proxy is not entitled to vote on a show of hands (but this does not prevent a member appointed as a proxy from voting as a member on a show of hands).
- (b) When a vote in writing is held, a proxy:
 - (i) does not need to vote, unless the proxy appointment specifies the way they must vote;
 - (ii) if the way they must vote is specified on the proxy form, must vote that way; and
 - (iii) if the proxy is also a member or holds more than one proxy, may cast the votes held in different ways.

10. Organisation control and policy

10.1 The management and control of the **Company** shall be vested in a Board of Directors as hereinafter provided.

10.2 Certain decisions require the approval of Special and Founding Members.

11. Directors

11.1 Number of directors

- (a) The **company** must have at least three and no more than nine directors.

11.2 Election and appointment of directors

- (a) The initial directors are the people who have agreed to act as directors and who are named as proposed directors in the application for registration of the **company**.
- (b) Apart from the initial directors and directors appointed under clause 11.2(a), the members may elect a director by a resolution passed in a **general meeting**.
- (c) Each of the directors must be appointed by a separate resolution, unless:
 - (i) the members present have first passed a resolution that the appointments may be voted on together; and
 - (ii) no votes were cast against that resolution.
- (d) A person is eligible for election as a director of the **company** if they:
 - (i) are a member of the **company**, or a representative of a member of the **company** (appointed under clause 7.8);
 - (ii) are nominated by two members or representatives of members entitled to vote (unless the person was previously elected as a director at a **general meeting** and has been a director since that meeting);
 - (iii) give the **company** their signed consent to act as a director of the **company**; and
 - (iv) are not ineligible to be a director under the **Corporations Act** or the **ACNC Act**.

- (e) The directors may appoint a person as a director to fill a casual vacancy or as an additional director if that person:
 - (i) is a member of the **company**, or a representative of a member of the **company** (appointed under clause 7.8);
 - (ii) gives the **company** their signed consent to act as a director of the **company**; and
 - (iii) is not ineligible to be a director under the **Corporations Act** or the **ACNC Act**.
- (f) If the number of directors is reduced to fewer than three or is less than the number required for a quorum, the continuing directors may act for the purpose of increasing the number of directors to three (or higher if required for a quorum) or calling a **general meeting**, but for no other purpose.
- (g) Should a dispute arise and the respective Directors cannot be appointed, directors shall be appointed by a simple majority of Special and Founding Members.
- (h) A Founding Special Member and/or Succeeding Special Member can at any time elect himself/herself to the Board.
- (i) All directors shall represent the interests of the organisation as a whole rather than those of a particular constituency.

11.3 Managing Director

- (a) The Board may appoint a Managing Director to manage the daily operations of the **company**.
- (b) The Managing Director shall be engaged on terms and conditions agreed in writing between the Board and the Managing Director. The powers and duties of the Managing Director shall be as agreed between the Managing Director and the Board and such further or other powers, duties and discretions as determined by the Board from time to time.
- (c) Where a Managing Director has been appointed, the managing Director will chair all meetings of the Board. Should no managing Director be appointed, the Board will elect a Chair.

11.4 Qualifications of Directors

- (a) To qualify as a director, a person must be a Muslim.

11.5 When a director stops being a director

- (a) A director stops being a director if they:
 - (i) give written notice of resignation as a director to the **company**;
 - (ii) die
 - (iii) converts their religion from Islam to another religion or becomes a non-believer;
 - (iv) are removed as a director by a resolution of the members;
 - (vi) stop being a member of the **company**;
 - (vii) are directly or indirectly interested in any contract or proposed contract with the **company** and fail to declare that interest and the nature thereof in the manner required by company policy;
 - (viii) are a representative of a member, and that member stops being a member;

- (ix) are a representative of a member, and the member notifies the **company** that the representative is no longer a representative;
- (x) are absent for 3 consecutive directors' meetings without approval from the directors; or
- (xi) become ineligible to be a director of the **company** under the **Corporations Act** or the **ACNC Act**.

11.6 Grievance Procedure

- (a) Any dispute under this constitution between a director and another director or between a director and the **company** must, unless the parties otherwise agree, be dealt with by the procedure in clause 6.
- (b) The director and the **company** are bound by the decision of the Arbitrator and the Arbitrator's decision is final.

11.7 Directors will have a Islamic Law Advisors to refer to for all matters concerning Islamic law

- (a) The Members in general meeting may appoint at least two Islamic Law Advisors who will advise the directors and the **company** on Islamic law compliance.
- (b) The Islamic Law Advisors must be **Muslim**.
- (b) In appointing Islamic Law Advisors the **company** shall consider the qualifications of the advisors to interpret Islamic Law within the context of Australian law.
- (c) The **company** and directors are not bound by the decision of the Islamic Law Advisors.

12. Powers of directors

12.1 Powers of directors

- (a) The directors are responsible for managing and directing the activities of the **company** to achieve the purpose(s) set out in clause 4.
- (b) The directors may use all the powers of the **company** except for powers that, under the **Corporations Act** or this constitution, may only be used by members.
- (c) The directors must decide on the responsible financial management of the **company** including:
 - (i) any suitable written delegations of power under clause 12.2; and
 - (ii) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
- (c) The directors cannot remove a director or auditor. Directors and auditors may only be removed by a members' resolution at a **general meeting**.

12.2 Delegation of directors' powers

- (a) The directors may delegate any of their powers and functions to a committee, a director, an employee of the **company** (such as a managing director) or any other person, as they consider appropriate.
- (b) The delegation must be recorded in the **company's** minute book.

12.3 Payments to directors

- (a) The **company** must not pay fees to a director for acting as a director.
- (b) The **company** may:
 - (i) pay a director for work they do for the **company**, other than as a director, if the amount is no more than a reasonable fee for the work done, or
 - (ii) reimburse a director for expenses properly incurred by the director in connection with the affairs of the **company**.
- (c) Any payment made under clause 12.3(b) must be approved by the directors.
- (d) The **company** may pay premiums for insurance indemnifying directors, as allowed for by law (including the **Corporations Act**) and this constitution.

12.4 Execution of documents

- (a) The **company** may execute a document without using a common seal if the document is signed by:
 - (i) two directors of the **company**; or
 - (ii) a director and the secretary.

13. Duties of directors

13.1 Duties of directors

- (a) The directors must comply with their duties as directors under legislation and common law (judge-made law), and with the duties described in governance standard 5 of the regulations made under the **ACNC Act** which are:
 - (i) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the **company**;
 - (ii) to act in good faith in the best interests of the **company** and to further the charitable purpose(s) of the **company** set out in clause 4;
 - (iii) not to misuse their position as a director;
 - (iv) not to misuse information they gain in their role as a director;
 - (iv) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 13.2;
 - (v) to ensure that the financial affairs of the **company** are managed responsibly; and
 - (vi) not to allow the **company** to operate while it is insolvent.

13.2 Conflicts of interest

- (a) A director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of directors (or that is proposed in a circular resolution):
 - (i) to the other directors; or
 - (ii) if all of the directors have the same conflict of interest, to the members at the next **general meeting**, or at an earlier time if reasonable to do so.
- (b) The disclosure of a conflict of interest by a director must be recorded in the minutes of the meeting.
- (c) Each director who has a material personal interest in a matter that is being considered at a meeting of directors (or that is proposed in a circular resolution) must not, except as provided under clauses 13.2(d):
 - (i) be present at the meeting while the matter is being discussed; or
 - (ii) vote on the matter.
- (d) A director may still be present and vote if:
 - (i) their interest arises because they are a member of the **company**, and the other members have the same interest;
 - (ii) their interest relates to an insurance contract that insures, or would insure, the director against liabilities that the director incurs as a director of the **company** (see clause 20.2);
 - (iii) their interest relates to a payment by the **company** under clause 65 (indemnity), or any contract relating to an indemnity that is allowed under the **Corporations Act**;
 - (iv) the Australian Securities and Investments Commission (ASIC) makes an order allowing the director to vote on the matter; or
 - (v) the directors who do not have a material personal interest in the matter pass a resolution that:
 - (A) identifies the director, the nature and extent of the director's interest in the matter and how it relates to the affairs of the **company**, and
 - (B) says that those directors are satisfied that the interest should not stop the director from voting or being present.

14. Directors' meetings

14.1 When the directors meet

- (a) The directors may decide how often, where and when they meet.

14.2 Calling directors' meetings

- (a) A director may call a directors' meeting by giving reasonable notice to all of the other directors.
- (b) A director may give notice in writing or by any other means of communication that has previously been agreed to by all of the directors.

14.3 Chairperson for directors' meetings

- (a) The managing director, or if one does not exist, the elected chairperson is entitled to chair directors' meetings.
- (b) The directors at a directors' meeting may choose a director to be the chairperson for that meeting if the **elected chairperson** is:
 - (i) not present within 30 minutes after the starting time set for the meeting; or
 - (ii) present but does not want to act as chairperson of the meeting.

14.4 Quorum at directors' meetings

- (a) Unless the directors determine otherwise, the quorum for a directors' meeting is a majority (more than 50%) of directors.
- (b) A quorum must be present for the whole directors' meeting.

14.5 Using technology to hold directors' meetings

- (a) The directors may hold their meetings by using any technology (such as video or teleconferencing) that is agreed to by all of the directors.
- (b) The directors' agreement may be a standing (ongoing) one.
- (c) A director may only withdraw their consent within a reasonable period before the meeting.

14.6 Passing directors' resolutions

- (a) A directors' resolution must be passed by a majority of the votes cast by directors present and entitled to vote on the resolution.

14.7 Circular resolutions of directors

- (a) The directors may pass a circular resolution without a directors' meeting being held.
- (b) A circular resolution is passed if all the directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 14.7(c) or clause 14.7(d).
- (c) Each director may sign:
 - (i) a single document setting out the resolution and containing a statement that they agree to the resolution; or
 - (ii) separate copies of that document, as long as the wording of the resolution is the same in each copy.
- (d) The **company** may send a circular resolution by email to the directors and the directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.
- (e) A circular resolution is passed when the last director signs or otherwise agrees to the resolution in the manner set out in clause 14.7(c) or clause 14.7(d).

15. Secretary

15.1 Appointment and role of secretary

- (a) The **company** must have at least one secretary, who may also be a director.
- (b) A secretary must be appointed by the directors (after giving the **company** their signed consent to act as secretary of the **company**) and may be removed by the directors.
- (c) The directors must decide the terms and conditions under which the secretary is appointed, including any remuneration.
- (d) The role of the secretary includes:
 - (i) maintaining a register of the **company's** members; and
 - (ii) maintaining the minutes and other records of **general meetings** (including notices of meetings), directors' meetings and circular resolutions.

16. Minutes and records

16.1 Minutes and records

- (a) The **company** must, within one month, make and keep the following records:
 - (i) minutes of proceedings and resolutions of **general meetings**;
 - (ii) minutes of circular resolutions of members;
 - (iii) a copy of a notice of each **general meeting**, and
 - (iv) a copy of a members' statement distributed to members under clause 8.2 **Error! Reference source not found..**
- (b) The **company** must, within one month, make and keep the following records:
 - (i) minutes of proceedings and resolutions of directors' meetings (including meetings of any committees); and
 - (ii) minutes of circular resolutions of directors.
- (c) To allow members to inspect the **company's** records:
 - (i) the **company** must give a member access to the records set out in clause 16.1(a), and
 - (ii) the directors may authorise a member to inspect other records of the **company**, including records referred to in clause 16.1(b) and clause 16.2(a).
- (d) The directors must ensure that minutes of a **general meeting** or a directors' meeting are signed within a reasonable time after the meeting by:
 - (i) the chairperson of the meeting; or
 - (ii) the chairperson of the next meeting.
- (e) The directors must ensure that minutes of the passing of a circular resolution (of members or directors) are signed by a director within a reasonable time after the resolution is passed.

16.2 Financial and related records

- (a) The **company** must make and keep written financial records that:
 - (i) correctly record and explain its transactions and financial position and performance; and
 - (ii) enable true and fair financial statements to be prepared and to be audited.
- (b) The **company** must also keep written records that correctly record its operations.
- (c) The **company** must retain its records for at least 7 years.
- (d) The directors must take reasonable steps to ensure that the **company's** records are kept safe.

17. By-laws

17.1 By-laws

- (a) The directors may pass a resolution to make by-laws to give effect to this constitution.
- (b) Members and directors must comply with by-laws as if they were part of this constitution.

18. Notice

18.1 What is notice

- (a) Anything written to or from the **company** under any clause in this constitution is written notice and is subject to clauses 18.2 to 18.4, unless specified otherwise.
- (b) Clauses 18.2 to 18.4 do not apply to a notice of proxy under clause 9.5(f).

18.2 Notice to the company

- (a) Written notice or any communication under this constitution may be given to the **company**, the directors or the secretary by:
 - (i) delivering it to the **company's** registered office;
 - (ii) posting it to the **company's** registered office or to another address chosen by the **company** for notice to be provided;
 - (iii) sending it to an email address or other electronic address notified by the **company** to the members as the **company's** email address or other electronic address; or
 - (iv) sending it to the fax number notified by the **company** to the members as the **company's** fax number.

18.3 Notice to members

- (a) Written notice or any communication under this constitution may be given to a member:
 - (i) in person;

- (ii) by posting it to, or leaving it at the address of the member in the register of members or an alternative address (if any) nominated by the member for service of notices;
 - (iii) sending it to the email or other electronic address nominated by the member as an alternative address for service of notices (if any);
 - (iv) sending it to the fax number nominated by the member as an alternative address for service of notices (if any); or
 - (v) if agreed to by the member, by notifying the member at an email or other electronic address nominated by the member, that the notice is available at a specified place or address (including an electronic address).
- (b) If the **company** does not have an address for the member, the **company** is not required to give notice in person.
- (c) All member qualify to receive a notice, irrespective of their voting rights.

18.4 When notice is taken to be given

- (a) A notice:
- (i) delivered in person, or left at a the recipient's address, is taken to be given on the day it is delivered;
 - (ii) sent by post, is taken to be given on the third day after it is posted with the correct payment of postage costs;
 - (iii) sent by email, fax or other electronic method, is taken to be given on the business day after it is sent; and
 - (iv) given under clause 18.3(a)(v) is taken to be given on the business day after the notification that the notice is available is sent.

19. Financial year

19.1 Company's financial year

- (a) The **company's** financial year is from 1 July to 30 June, unless the directors pass a resolution to change the financial year.

20. Indemnity, insurance and access

20.1 Indemnity

- (a) The **company** indemnifies each officer of the **company** out of the assets of the **company**, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the **company**.
- (b) In this clause, 'officer' means a director or secretary and includes a director or secretary after they have ceased to hold that office.
- (c) In this clause, 'to the relevant extent' means:
- (i) to the extent that the **company** is not precluded by law (including the **Corporations Act**) from doing so; and
 - (ii) for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).

- (d) The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the **company**.

20.2 Insurance

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

20.3 Directors' access to documents

- (a) A director has a right of access to the financial records of the **company** at all reasonable times.
- (b) If the directors agree, the **company** must give a director or former director access to:
 - (i) certain documents, including documents provided for or available to the directors; and
 - (ii) any other documents referred to in those documents.

21. Establishing Public Gift Funds

- 21.1 The company will establish separate public gift funds for the following activities:

- (a) Provision of primary school level religious education;
- (b) Provision of welfare to the needy;
- (c) Provision of a public library and public museum;
- (d) Provision of burial facilities to under-privileged Muslims;
- (e) Provision of adult education; and
- (f) Provision of deradicalisation programs.

- 21.2 The company will maintain these funds separately from the operations of the other activities of the company.

- 21.3 Where the company has deductible gift recipient status for any of the gift funds, the company may merge these funds.

22. Winding up

- (a) If the **company** is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following assets shall be transferred to another organisation with similar objects, which is charitable at law, to which income tax deductible gifts can be made:
 - (i) gifts of money or property for the principal purpose of the organisation;
 - (ii) contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation; and

- (iii) money received by the organisation because of such gifts and contributions.
- (b) If a particular gift fund is wound up, or its or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following assets shall be transferred to another organisation with similar objects, which is charitable at law, to which income tax deductible gifts can be made:
 - (i) gifts of money or property for the principal purpose of the organisation;
 - (ii) contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation; and
 - (iii) money received by the organisation because of such gifts and contributions.
- (c) The decision as to the charity or charities to be given the **surplus assets** must be made by a **special resolution** of members at or before the time of winding up. If the members do not make this decision, the **company** may apply to the Supreme Court to make this decision.

23. Decisions on the meaning of the constitution

- (a) If any doubt arises as to the proper meaning of these provisions the decision of the Board shall be final and conclusive and its decision shall be recorded in the Minute Book of the proceedings of the Board.