

CORPORATIONS ACT 2001

A Public Company Limited by Guarantee

CONSTITUTION

Of

JAFARIA ISLAMIC SOCIETY LIMITED

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Act means the Corporations Act 2001 (Cth) as amended from time to time.

Advisory Board means the board comprising respected elders and religious authorities from within the Shia Ithna-Asheri faith appointed by the Board of Trustees in accordance with clause 40.

Alim means a qualified Islamic scholar trained in the jurisprudence and traditions of the Shia Ithna-Asheri school of thought, who is appointed in accordance with clause 42 as an authority to offer religious guidance, lead congregational prayers, deliver sermons, conduct religious services and ceremonies, and support the spiritual and educational development of the community.

Annual General Meeting means the general meeting of the Company held each year as referred to in clause 17.

Board means the Board of Directors.

Board of Directors means the board comprising the Company's Directors that are appointed in accordance with clause 33 and 35.

Board of Trustees means the board comprising the Company's Trustee Members as constituted from time to time in accordance with clause 38.

By-Laws means the By-Laws, Rules and/or Regulations of the Company approved by the Board of Directors and for the time being in force.

Chairperson means the person elected to that office in accordance with clause 33.

Chief Executive means the person appointed in accordance with clause 41.1(a) to lead the Executive Team and manage the day-to-day operations of the Company, reporting to the Board of Directors.

Constitution means this Constitution as amended from time to time.

Committee means a group of Members appointed by the Board of Directors to carry out specific functions from time to time in accordance with clause 41.1(b).

Community Member means a person who is admitted as a member of the Company in accordance with clause 6 of this Constitution.

Company means Jafaria Islamic Society Limited ABN 47 140 080 539.

Director means any person appointed to the position of a director of the Company in accordance with clause 33.

Executive Team means the team established by the Board of Directors, responsible for the day-to-day operational management of the Company, typically comprising among others the Chief Executive, Treasurer, and Secretary

Member means a person who is shown as a member on the Company's Member Register.

Month means calendar month.

Notice Board means a notice board located in conspicuous place(s) at the premises of the Company.

Office means the registered office for the time being of the Company, or such other place as the Board from time to time resolves to be treated as the Office for the purposes of this Constitution.

Officer has same meaning given to that term in the Act.

Ordinary Member means a person who is admitted as a member of the Company in accordance with clause 5 of this Constitution.

Member Register means the Company's register of members.

Secretary means the person appointed as the secretary of the Company and includes any assistant or acting secretary.

Special Resolution has the same meaning as in Section 9 of the Act.

Trustee Member means a person elected to be a Trustee Member of the Company in accordance with clause 38.

1.2 Interpretation

- a) Words importing the singular include the plural vice versa.
- b) A reference to a person includes a body corporate, association, partnership, authority, or entity, whether incorporated or not.
- c) Where a word or expression has a particular meaning, another grammatical form of that word or expression has a corresponding meaning.
- d) If a provision of this Constitution is inconsistent with the Act or any other applicable law, the Act or law prevails to the extent of the inconsistency.
- e) Unless the context otherwise requires, headings are for ease of reference only and do not affect the construction of this Constitution.
- f) Unless the contrary intention appears in this Constitution:
 - i. an expression in this Constitution has the same meaning as in that part the Act which deals with the same matter as this Constitution; and
 - ii. an expression which is given a general meaning by the Act has the same meaning in this Constitution; and
 - iii. the replaceable rules set out in the Act do not apply.

2 OBJECT

The principal objects of the Company are:

- 2.1 To advance the Islamic Shia Ithna-Asheri faith through promotion, teaching and encouragement of the teachings of Islam, and in furtherance of this object:
- a) to establish and maintain centres for worship, prayer and spiritual development;
 - b) to organize and hold religious services, lectures, workshops, events to commemorate significant Islamic dates and foster spiritual growth;
 - c) to produce and distribute resources in audio-visual, online and print media;
 - d) to produce and distribute television and radio content;
 - e) to provide religious education and guidance to children and adults;
 - f) to create, manage and maintain a cemetery in accordance with Shia-Islam rites and rituals;
 - g) to provide Islamic marriage and divorce solemnizing services for members and others in the community; and
 - h) to offer funeral and bereavement support services in accordance with Islamic rules.
- 2.2 To advance the education of the community, including:
- a) establishing and supporting educational programs, including schools, learning centres and language classes;
 - b) hosting educational seminars, workshops, and camps focused on youth development and life skills; and
 - c) establishing and maintaining a library and resource centre with religious and educational materials accessible to the community.
- 2.3 To improve social and public welfare by promoting community harmony and providing support services to address the needs of the community, including:
- a) fostering a spirit of unity, peace, and mutual respect among all Australians, and actively promoting the Company's integration with Australian values of democracy, individual freedom, and the rule of law;
 - b) creating programs that support the specific needs of youth, women, children, and the elderly, thereby strengthening family and community bonds.
 - c) providing support services for migrants, refugees, and new arrivals to facilitate their settlement and integration into Australian society;
 - d) offering humanitarian aid, welfare services, and financial assistance to individuals and families facing hardship, irrespective of their background; and
 - e) providing counselling, dispute resolution, and mediation services to assist community members in resolving personal and family matters amicably.

- 2.4 To advance culture for the public benefit by:
- a) organising community events and cultural festivals that celebrate the rich heritage of the Shia Ithna-Asheri community and foster cross-cultural understanding and engagement; and
 - b) promoting opportunities that encourage artistic and cultural expression within the community.
- 2.5 To pursue other purposes that are charitable and beneficial to the community by:
- a) conducting charitable activities in or out of Australia;
 - b) making donations to persons whether in or out of Australia for purposes that are consistent with the Company's object;
 - c) undertaking activities that promote health and well-being, such as recreational events, sports, and health awareness programs; and
 - d) engaging in dialogue and partnership with other religious and community organisations.

3 INCOME AND PROPERTY

- 3.1 The Company's income and property is to be applied solely towards the promotion of the Company's objects as set out in this Constitution. No part of the Company's income and property may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members of the Company. However, this clause does not prevent:
- a) the payment in good faith of remuneration to any employee of the Company or to any Member or other person in return for any services actually rendered to the Company;
 - b) the payment to a Director of out-of-pocket expenses incurred in carrying out the duties of a Director where the payments do not exceed an amount previously approved by the Board;
 - c) the payment to a Member for any service rendered to the Company in a professional or technical capacity where;
 - i. the provisions of that service has prior approval of the Board; and
 - ii. the amount payable is approved by a resolution of the Board and is on reasonable commercial terms;
 - d) the payment to a Director as an employee of the Company where the terms of employment has been approved by a resolution of the Board;
 - e) the payment to Members of interest on any money borrowed from such Members for the purpose of the of the Company at a rate not exceeding or below current bank overdraft rates of interest for moneys lent to the Company; or

- f) the payment to Members of reasonable market rent for premises leased by any person to the Company.

4 MEMBERSHIP CATEGGORIES

4.1 Upon adoption of this Constitution:

- a) there shall be three categories of memberships:
 - i. Ordinary Member;
 - ii. Community Member; and
 - iii. Trustee Member.

- b) All persons who, at the time of its passing, are Members of the Company and whose membership payments are up to date, with no amounts in arrears, shall be deemed Ordinary Members, subject to the rights and obligations set out in this Constitution; and
- c) any person under 18 years of age must only be admitted as a Community Member.

4.2 The Board must not create any additional categories of memberships.

5 ORDINARY MEMBER

5.1 The number of Ordinary Members must not exceed 300 but the Board may register an increase from time to time by a resolution.

5.2 To be eligible as a candidate for admission as an Ordinary Member other than under clause 4.1 (b), a person must:

- a) be proposed for admission as an Ordinary Member by a written nomination signed by at least two (2) Directors of the Company;
- b) make an application in writing for admission as an Ordinary Member by completing, signing and lodging with the Secretary a membership application in such form as the Board requires from time to time.

5.3 Ordinary Members may attend general meetings of the Company and by written invitation only, meeting of the Board of Directors at the sole discretion of the Board.

5.4 At a general meeting of the Company, Ordinary Members may only vote solely on those matters expressly set out and referred to them for decision by the Board and is not entitled to and must not vote on any matter at a meeting of the Board of Directors.

5.5 Ordinary Members are strictly prohibited from voting in any election or appointment of members to the Board of Directors or the Board of Trustees.

5.6 For the avoidance of doubt, attendance and voting rights are limited to specific agenda items identified by the Board and extend only to those matters for which the Ordinary Members have been expressly invited.

5.7 Subject to this Constitution and the discretion of the Board, an Ordinary Member is:

- a) permitted to introduce guests into the premises of the Company; and

b) entitled to such privileges and use of such of the facilities and premises of the Company as the Board from time to time determines in its absolute discretion.

5.8 A person ceases to be an Ordinary Member upon that person resigning from membership or they change their membership category or their memberships ceases in accordance with this Constitution.

6 COMMUNITY MEMBER

6.1 To be eligible as a candidate for admission as a Community Member, a person must:

a) be proposed for admission as a Community Member by a written nomination signed by at least one (1) Director of the Company;

b) make an application in writing for admission as a Community Member by completing, signing and lodging with the Secretary a membership application in such form as the Board requires from time to time.

6.2 Community Members may attend general meetings of the Company but are not entitled to vote, nor may they stand for election to the Board of Directors or the Board of Trustees.

6.3 For the avoidance of doubt, Community Members do not have the right to vote at any meeting of the Company.

6.4 Subject to this Constitution and the discretion of the Board, a Community Member is:

a) permitted to introduce guests into the premises of the Company; and

b) entitled to such privileges and use of such of the facilities and premises of the Company as the Board from time to time determines in its absolute discretion.

6.5 A person ceases to be a Community Member upon that person resigning from membership or changing their membership category or their memberships ceases in accordance with this Constitution.

7 TRUSTEE MEMBER

7.1 The number of Trustee Members must be at least one (1) and should not exceed three (3), but the Board of Trustees may register an increase of Trustee Members.

7.2 To be eligible as a candidate for admission as a Trustee Member other than an initial Trustee Member, a person must:

- a) be proposed for admission as a Trustee Member by a written nomination signed by at least two (2) Trustee Members of the Company; and
- b) make an application in writing for admission as a Trustee Member by completing, signing and lodging with the Secretary a membership application in such form as the Board of Directors requires from time to time.

7.3 Subject to this Constitution and the discretion of the Board, a Trustee Member is:

- a) permitted to introduce guests into the premises of the Company; and
- b) entitled to such privileges and use of such of the facilities and premises of the Company as the Board from time to time determines in its absolute discretion.

7.4 A person ceases to be a Trustee Member upon that person resigning from membership, changing their membership category or their memberships ceases in accordance with this Constitution.

7.5 Unless otherwise provided in this Constitution, a Trustee Member shall hold their position for life, subject only to resignation, permanent incapacity, or removal in accordance with the strict protocols set forth in clause 39.

8 ELECTION OF MEMBERS

8.1 The election of each Member, other than a Trustee Member, shall be by a majority of the Directors present at a duly convened meeting of the Board of Directors. The Board of Directors may reject any application for membership without assigning any reason for such rejection. Upon election or admission as a Member, the applicant shall become a member of the Company and be bound by this Constitution and any By-Laws but is only entitled to the rights and privileges of their class of membership upon payment of any required joining and monthly subscription fees.

8.2 The election of Trustee Members shall be conducted in accordance with clause 38.

8.3 The Secretary must cause a record to be kept of the members of the Board present and voting at such meetings.

8.4 As soon as practicable after a person is elected as a Member, the Secretary will send to the applicant written notice of the election and a request for payment (or acknowledgment of receipt) of the joining fee and first monthly subscription fee. If an applicant is accepted for membership on or as from a date other than first day of any month, the first monthly

subscription fee payable by the applicant may in the discretion of the Board be reduced by being pro-rated according to the period elapsed since the previous first day of the month.

- 8.5 If a Member has not paid the joining fee and first monthly subscription fee within 21 Days after the date of the notice of acceptance of the Member's application for membership, the Board may at any time after the end of that 21-day period, and in its discretion, cancel its approval of the Member becoming a member of the Company.

9 JOINING FEES AND ANNUAL SUBSCRIPTIONS

- 9.1 A Member is entitled to the rights and privileges attendant upon their class membership of the Company only upon payment of any joining fee and monthly subscription fee required from time to time.
- 9.2 Subject to clause 9.7, the joining fee for each class of Member is as set out in the table below, or such other amount as the Board may from time to time decide by a resolution; and the joining fee is payable at the time a person applies to be a member of the Company:

Class of Member	Joining Fee
Ordinary	\$0.00
Community	\$0.00
Trustee	\$0.00

- 9.3 Subject to clause 9.7, the Monthly subscription fee for each class of Member is as set out in the table below, or such other amount as the Board may from time to time decide by a resolution, the monthly subscription fee is payable monthly:

Class of Member	Annual Subscription Fee (\$)
Ordinary	\$30.00
Community	\$30.00
Trustee	\$30.00

- 9.4 The Board may allow members to pay their monthly subscription fee in a single lump sum annual payment. If paid yearly, the lump sum is payable on or before the first day of the relevant membership year.
- 9.5 The Board may allow members who duly choose to pay their Monthly subscriptions in advance for more than one year, such a discount as the Board may from time to time decide,

but any such concession granted by the Board must be made available to all members of the same membership class and the discount must not reduce the effective annual subscription paid by those members to less than the minimum amount (if any) prescribed by the Act.

- 9.6 No Member who has failed to pay joining or subscription fees as required may hold any office, vote at general meetings, meetings of the Board of Directors or Meeting of the Board of Trustees and nominate any person for any position or take part in any of the business of the Company.
- 9.7 The Board may in its discretion at any time resolve to waive or reduce the joining fee or monthly subscription payable by any person. For example, but without limitation, the Board may take into account the financial circumstances of a person, and monetary or other contribution or commitment made by the person for the benefit of the Company, when determining whether to exercise its discretion under this clause.

10 CESSATION OF MEMBERSHIP

- 10.1 If a Member does not pay the monthly subscription within 14 days or lump sum pursuant to clause 9.4 within 21 days of its due date then:
- a) the Board will give the Member written notice of that fact; and
 - b) if the full amount due is not paid by the Member within 21 days of the date of the notice the Board may declare the Member's membership forfeited. However, the Board may reinstate the Member's membership on payment of all arrears if the Board thinks fit to do so.
- 10.2 A Member may resign from membership by giving the Secretary written notice of resignation. Such resignation takes effect from the end of the subscription period or from any earlier date agreed to by the Board.
- 10.3 If any Member refuses or neglects to comply with the provisions of this Constitution or the By-law or engages in any act or omission which in the opinion of the Board of Trustees or Board of Directors is unbecoming of a Member or may be prejudicial to the interests of the Company, the respective board may, by a resolution, suspend the Member's membership with

immediate effect until notice of the allegations and a reasonable opportunity to be heard has been given to the Member.

10.4 The respective board may impose additional penalties and has the power by resolution to:

- a) reprimand;
- b) impose suspension; or
- c) expel the person from their membership of the Company.

10.5 At least one week before a meeting of the respective board called to consider imposing additional penalty under clause 10.4, the respective board must give a written notice to the Member by sending same by electronic transmission, or by causing same to be delivered to the Member personally. The notice must:

- a) specify the date and place of the meeting;
- b) contain short particulars of the allegations made against that member;
- c) contain short particulars of the range of penalties which may be imposed if the allegations are in the opinion of the Board made out (which requirement may be satisfied by providing a copy of clause 10.4); and
- d) include information to the effect that the matter may be dealt with and the Member may be subject to such penalties if the Member does not attend the meeting.

10.6 If the Member attends the meeting, the respective board must (before finding any allegation is made out or imposing any further penalty on the Member) provide the Member an opportunity of giving to the respective board, orally or in writing, any explanation or defense the Member thinks fit.

- a) If the Member is at least 18 years of age, the Member is not entitled to be accompanied by any person to the meeting (including without limitation, any legal practitioner) but the

respective board in its absolute discretion may on request by any Member allow that Member to be accompanied or represented by any person at such a meeting.

10.7 Any resolution by a respective board to impose any additional penalties referred to in clause 10.4 will be by way of secret ballot and will not be passed unless two thirds of the Members on the respective board present at the meeting vote in favour of the resolution.

10.8 The respective board is not obliged to provide any reasons for a decision to impose any penalties referred to in clause 10.4, nor for any decision to allow or refuse a person to be accompanied or represented as referred to in clause 10.6.

10.9 Upon a person ceasing to be a Member, the person:

- a) is not entitled to any refund (or part refund) of any joining or annual subscription fees paid to the Company by or on behalf of the Member; and
- b) will continue to be liable for any joining fee, monthly subscription and all arrears due and unpaid at the date of cessation of membership and for all other moneys due by that person to the Company immediately prior to the person ceasing to be a Member.

11 TRANSFER OF MEMBERSHIP

11.1 Subject to this Constitution, the Board may, on the written application of a Member other than a Trustee Member (who has paid any additional fees required by the Board from time to time), transfer that member from one class of membership to another class of membership, and any Member so transferred is not entitled to any refund or reduction of any joining fee or monthly subscription paid or to be paid for the then current membership year.

12 REGISTER OF MEMBERS

12.1 The Company must keep a register of the persons who are Members of the Company. That register must set out the name in full and the residential address of each Member, and the date on which that Member last paid the relevant joining or monthly subscription fee for membership of the Company, the amount of any such fees that are outstanding and the date

when they were due to be paid, and the date when the next such fees will fall due from the Member, and any other details as the Board may resolve from time to time.

13 CHANGE OF MEMBER'S DETAILS

13.1 All members must advise the Secretary within 14 days of any change to their residential address or other details required under clause 12.1. Failure to do so may result in penalties including those in clause 10.4.

14 GUESTS AND OTHER RESTRICTIONS

14.1 Subject to this Constitution, only persons admitted as Members can introduce guests to premises or facilities of the Company:

- a) Ordinary Members;
- b) Community Members; and
- c) Trustee Members.

14.2 Each Member must:

- a) remain in the reasonable company of any guest they introduce to the Company, at all times while the guest is on the Company premises; and
- b) ensure that the guest does not remain on the Company premises any longer than the Member.

15 CONDUCT OF MEMBERS

15.1 It is an offence for a Member to, and no Member may:

- a) breach this Constitution, the By-Laws or any rules and regulation which may be imposed from time to time by the Board;
- b) be adversely under the influence of liquor, or bring liquor on the Company premises;
- c) on or about the Company premises, use language considered by the Board to be objectionable, obscene or profane;
- d) willfully damage any Company property;

- e) make use of the Company's intellectual property, brand, name, goodwill, reputation, or any other intangible assets without the prior express written approval of the Board;
- f) remove any item of Company property from its proper place without the written approval of the Board;
- g) enter or remain on the Company premises at times not allowed by law or when the Company is otherwise closed, without authority from the Board;
- h) disregard any instructions or direction from any member of the Board, the Secretary or the Company's management (howsoever designated) at any time in charge of any part of the Company's premises;
- i) introduce or be a party to unlawful gaming or betting on the Company premises;
- j) disturb or cause offence to any member or other person on or near the Company premises or at any Company function in a manner prejudicial to the good order or good name of the Company;
- k) knowingly introduce on to the Company premises or to any Company function any person who has been expelled from or has been refused membership or admission to the Company or the Company premises; or
- l) engage or be involved in any other conduct unbecoming of a member or prejudicial to the interests of the Company, whether on or off the Company premises, and any Member who engages in an act or omission which the Board finds transgresses any rule of conduct in any of sub-paragraphs (a) to (k) is liable under clause 11.4 to be reprimanded, suspended or expelled from their membership of the Company.

16 EMPLOYEES

- 16.1 An employee of the Company must not vote at any meeting of the Company or of the Board, or at any election of the Board, or hold office as a member of the Board.

17 ANNUAL GENERAL MEETING

- 17.1 A general meeting called the Annual General Meeting must be held at least once every calendar year at such time and place as may be determined by the Board of Directors but

(subject to any earlier time period required under the Act) in any case within 5 months of the end of the financial year.

18 CONVENING OF GENERAL MEETINGS

18.1 A general meeting of the Company is a meeting of Members of the Company, other than an Annual General Meeting. The Board of Directors:

- a) may whenever it thinks fit convene a general meeting of the Company; and
- b) notwithstanding any other provision, must, on receiving a requisition for a general meeting signed by no less than 5% of all Ordinary Members, within 21 days after receiving the requisition proceed to convene a general meeting of the Company to be held as soon as practicable, but in any case, not later than 2 months after the Board receives the requisition. The requisition must:
 - i. be in writing;
 - ii. be signed by the members making the request;
 - iii. be deposited at the Office, addressed to the Secretary.

18.2 Ordinary members may requisition a general meeting solely in accordance with clause 18.1(b) but shall not be entitled to vote on any matter at such meeting unless expressly granted voting rights by the Board for specified agenda items.

18.3 Only those members otherwise vested with voting rights under this Constitution may vote on resolutions or business conducted at any general meeting requisitioned under clause 18.1(b).

18.4 A general meeting of the Company may be convened at two or more venues or entirely by virtual means using any technology that gives the Members a reasonable opportunity to

participate in the meeting, including without limitation, to hear and be heard, and to vote in real-time.

19 NOTICE OF GENERAL MEETING

19.1 Subject to consent to shorter notice being given in accordance with the Act, at least 21 days' notice of any general meeting must be given specifying:

- a) the place, day and hour of the meeting;
- b) the general nature of any business to be transacted at the meeting;
- c) if a special resolution is to be proposed, the details of and intention to propose it;
- d) if the meeting is to be held in two or more places the technology that will be used to facilitate this; and
- e) any other information required by the Corporations Act.

19.2 The accidental omission to give notice of any general meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice will not invalidate the proceedings at or any resolution passed at the meeting.

20 CANCELLATION OR POSTPONEMENT OF GENERAL MEETING

20.1 Subject to the provisions of the Act and this Constitution the Board may cancel a general meeting of the Company:

- a) convened by the Board; or
- b) which has been convened by members pursuant to the Act upon receipt by the Company of a written notice withdrawing the requisition signed by those members.

20.2 The Board may postpone a general meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the members relating to the original meeting.

20.3 Where any general meeting is cancelled or postponed or the venue for the same is changed:

- a) the Board must endeavor to notify in writing: each person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by

any means permitted by this Constitution and in the case of the postponement of a meeting, the new place, date and time for the meeting; and

- b) any failure to notify in writing any person entitled to receive notice of the meeting or failure of a person to receive a written notice will not affect the validity of the cancellation, the change of venue or the postponement of the meeting.

21 QUORUM - GENERAL MEETINGS

21.1 No business may be transacted at any general meeting unless a quorum of Members is present at all times during the meeting.

21.2 Fifty percent (50%) of those entitled to vote at a general meeting, or four (4) voting Members (whichever is lesser) present constitute a quorum for all general meetings.

21.3 If within 30 minutes after the time appointed for holding a general meeting a quorum is not present:

- a) the meeting if convened upon the requisition of members must be dissolved;
- b) in any other case:
 - i. it will stand adjourned to the same day in the next week at the same time and place or to such other day time and place as the Board may by notice to the members appoint; and
 - ii. if at such adjourned meeting a quorum is not present within 30 minutes after the time appointed for the holding of the meeting the meeting shall be dissolved.

22 CHAIRPERSON - GENERAL MEETINGS

22.1 The Chairperson shall be entitled to preside as chairperson at every general meeting.

22.2 Where a general meeting is held and:

- a) there is no Chairperson; or
- b) the Chairperson is not present within 30 minutes after the time appointed for the holding of the meeting or if present is unwilling to act as chairperson of the meeting, then the other Board members present may choose another Board member as chairperson of the

meeting. If no Board member is so chosen or if all the Board members present decline to take the chair then the meeting must be adjourned.

- c) The rulings of the chairperson of a general meeting on all matters relating to the order of business, procedure and conduct of the meeting are final and no motion of dissent from such rulings shall be accepted.

23 ADJOURNMENTS - GENERAL MEETINGS

23.1 The chairperson of a general meeting at which a quorum is present:

- a) may adjourn a meeting with the consent of the meeting; and
- b) must adjourn the meeting if the meeting so directs to a time and place as determined.

23.2 No business may be transacted at any adjourned general meeting other than the business left unfinished at the meeting from which the adjournment took place.

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

23.4 It is not necessary to give any notice of an adjournment of a general meeting or of the business to be transacted at the adjourned meeting except if the meeting is adjourned for 30 days or more in which case notice of the adjourned meeting must be given as in the case of an original meeting.

24 DETERMINATION OF QUESTIONS - GENERAL MEETINGS

24.1 At any general meeting of the Company a resolution to be considered at the meeting shall be decided on a show of hands unless a poll is demanded by:

- a) the chairperson of the meeting;
- b) at least 25% of voting members who are entitled to vote on the resolution.

24.2 A declaration by the chairperson of the result of a vote on a resolution by a show of hands and an entry to that effect contained in the minutes of the proceedings of the Company which has been signed by the chairperson of the meeting or the next succeeding meeting shall be

conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

25 POLLS - GENERAL MEETINGS

25.1 A poll may be demanded:

- a) before a vote on a resolution is taken;
- b) before the voting results on a show of hands are declared; or
- c) immediately after the voting results on a show of hands are declared.

25.2 If a poll is demanded it must (subject to clause 25.5) be taken in such manner and at such time and place as the chairperson of the meeting directs.

25.3 The result of the poll shall be taken to be the resolution of the meeting at which the poll was demanded.

25.4 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

25.5 A poll demanded on the election of a chairperson or any question of adjournment of the meeting must be taken immediately.

25.6 The demand for a poll may be withdrawn.

26 VOTING RIGHTS - GENERAL MEETINGS

26.1 Subject to this Constitution, where invited to attend a general meeting, Ordinary Members may only vote solely on those matters expressly set out and referred to them for decision by the Board.

26.2 Community Members are not entitled to and must not vote on any matter at a general meeting of the Company.

27 VOTING DISQUALIFICATION - GENERAL MEETINGS

27.1 A Member is not entitled to be present or to vote at any general meeting if any amount payable by the Member in respect of that Member's membership is in arrears at the date of the meeting.

28 OBJECTION TO QUALIFICATION TO VOTE - GENERAL MEETINGS

28.1 Any challenge as to the qualification of a person to vote at a general meeting or the validity of any vote tendered may only be raised at the meeting and must be determined by the

chairperson whose decision is final and conclusive and a vote allowed by the chairperson is valid for all purposes.

29 CHAIRPERSON'S CASTING VOTE - GENERAL MEETINGS

29.1 In the case of an equality of votes whether on a show of hands or on a poll the chairperson of the meeting at which the show of hands is taken or at which the poll is demanded is entitled to a casting vote in addition to the chairperson's vote as a voting Member.

30 RIGHT OF NON-MEMBERS TO ATTEND GENERAL MEETING

30.1 The chairperson of a general meeting may invite any person who is not a Member to attend and address a meeting.

30.2 Any auditor of the Company is entitled to attend and address a general meeting.

31 RIGHT TO APPOINT PROXIES

31.1 A person may act as the proxy of another person by express written consent to:

- a) attend or vote at:
 - i. any general meeting of the Company
 - ii. a meeting of the Board; or
 - iii. any Committee or Advisory Board of the Company.

32 NUMBER OF BOARD MEMBERS

32.1 The Board shall consist of no less than five (5) and no more than nine (9) Directors, comprising a Chairperson and up to eight additional Directors.

32.2 A person is not eligible to become or continue to be a Director unless they are an Ordinary Member.

33 ELECTION OF BOARD OF DIRECTORS

33.1 The Board, including the Chairperson, shall be appointed by the Board of Trustees from among the Ordinary Members and shall hold office until the next appointment cycle as

determined by the Board of Trustees, provided that such cycle shall not exceed three (3) years.

33.2 The Board of Trustees may appoint a person as a Director of the Company for such term as the Board determines, provided that no appointment shall be for a term exceeding three (3) years.

- a) A Director so appointed is eligible for reappointment at the end of their term.
- b) The term of a Director appointed under this clause commences on the date of their appointment by the Board of Trustees and ends on the expiry of the term determined at the time of appointment.

33.3 The election of the Board shall take place as follows:

- a) any two Trustee Members are at liberty to propose any Ordinary Member to serve as Chairperson or a Director of the Company;
- b) nominations for appointment as Chairperson or Director must be made in writing, signed by the nominee and the proposers, and submitted to the Secretary no less than 45 days prior to the next appointment cycle as determined by the Board of Trustees from time to time, provided that such cycle does not exceed three (3) years;
- c) where there is more than one nomination for any position on the Board, the Board of Trustees shall determine the appointment by majority vote among the Trustees;
- d) if there are insufficient nominations to fill all positions, the Board of Trustees may, by resolution, appoint Ordinary Members to any remaining vacancy or vacancies; and
- e) if there is only one nomination for a position, the Board of Trustees may, by majority resolution, appoint the nominee to that position.

34 ACCOUNTABILITY OF THE BOARD OF DIRECTORS

34.1 The Board of Directors shall be accountable to the Board of Trustees for the effective and responsible management of the day-to-day affairs of the Company. This includes oversight of its programs, financial operations, events, personnel, and strategic planning. The Board of

Directors must ensure that all decisions and actions are consistent with the religious principles, legal obligations, and strategic directives as determined by the Board of Trustees.

35 RIGHT TO APPOINT AND REMOVE DIRECTORS

35.1 Subject to the Act, the Board of Trustees may by resolution:

- a) remove any Director; or
- b) appoint a person as a Director (whether or not as a replacement for a Director who has been removed or otherwise ceased to be a Director).

35.2 Subject to the Act, the Board of Trustees may at any time appoint any Ordinary Member as a Director either to fill a casual vacancy or as an addition to their number. Any Director so appointed shall only hold office until the next appointment cycle of the Company after the appointment is made.

35.3 The Board of Directors may continue to exercise its powers notwithstanding any vacancy in its membership, but if the number of Directors falls below the minimum specified in clause 32.1, the Board may act only for the purpose of convening a general meeting, or dealing with emergencies, and not for any other purpose.

36 VACATION OF OFFICE

36.1 Any Director may retire from office on giving written notice to the Company at the Office of that Director's intention to retire and the resignation takes effect at the time expressed in the

notice (provided the time is not earlier than the date of delivery of the written notice to the Company).

36.2 In addition to other circumstances in which the office of a Director become vacant as provided in this Constitution, the office of a Director is automatically be vacated if the Director:

- a) is prohibited from being or ceases to be or is removed as a Director pursuant to the provisions of the Act or by reason of any order made under the Act;
- b) becomes an insolvent under administration or makes any composition or arrangement with that Director's creditors or any class of that Director's creditors;
- c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- d) is absent from meetings of the Board during a period of 3 consecutive months without special leave of absence from the Board, and the Board then resolves that Director's office to be vacant as a result of that non-attendance;
- e) ceases to be an Ordinary Member;
- f) holds any office of profit under the Company; or
- g) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Act.

37 POWERS AND RESPONSIBILITES OF THE BOARD OF TRUSTEES

37.1 The Board of Trustees shall serve as the ultimate custodians of the Company, bearing non-operational responsibility for safeguarding the organization's property, upholding its religious mission, and maintaining the integrity of its Constitution. The Board of Trustees shall:

- a) act as guardians of all real and intellectual property held by the Society/Company;
- b) monitor adherence to the religious values of the Shia Ithna-Ahseri faith, charitable objectives, and constitutional provisions of the Company;
- c) intervene, as necessary and consistent with this Constitution, in cases of constitutional breach, mismanagement, or actions contrary to the organization's mission; and
- d) provide long-term strategic guidance to ensure the preservation and continued fulfilment of the Company's faith-based and charitable purposes.

37.2 The Board of Trustees shall not be involved in the day-to-day operations of the Company, except as specifically provided herein or where oversight intervention is warranted in the best interests of the Society/Company.

38 APPOINTMENT OF TRUSTEE MEMBERS

38.1 The initial Trustee Members shall be appointed by a resolution of the existing voting members after the adoption of this Constitution by the Company.

38.2 Thereafter, the appointment or removal of any subsequent Trustee Member is strictly reserved to the Board of Trustees.

38.3 The Board of Trustees may only appoint a new Trustee Member by a resolution passed by a simple majority of the serving Trustee Members at a duly convened meeting where a quorum is present.

a) For the purpose of clause 38.3, 50% or 2 Trustee Members (whichever is more) present constitute a quorum.

38.4 The Board of Trustee may reject any application for membership as Trustee Member without assigning any reason for such rejection.

38.5 Subject to the Act, the Board of Trustee may at any time appoint any Ordinary Member as a Trustee Member to fill a casual vacancy. Any Trustee Member so appointed shall only hold office until a permanent appointment is made.

38.6 The Board of Trustee may continue to exercise its powers notwithstanding any vacancy in its membership, but if the number of Trustee falls to the minimum specified in clause 7.1, the

board may act only for the purpose of appointing Trustee Members to reach above the minimum, or dealing with emergencies, and not for any other purpose.

38.7 No person or Member may be appointed as a Trustee Member except as provided for in this clause.

39 REMOVAL OF TRUSTEE MEMBERS

39.1 A Trustee Member may only be removed under exceptional circumstances and in accordance with the strict procedures set out in this clause, intended to preserve the independence and stability of the Board of Trustees. A Trustee Member may only be removed if:

- a) the Trustee Member has been convicted of a serious indictable offence punishable by imprisonment, as determined by a court of competent jurisdiction in Australia;
- b) the Trustee Member has been certified by two independent medical practitioners as permanently incapacitated and unable to carry out their duties; or
- c) the Trustee Member has committed a gross and material breach of their fiduciary duties, or acted in a manner fundamentally contrary to the charitable purposes or religious values of the Company, as determined by a unanimous resolution of all other serving Trustee Members, following a fair and reasonable hearing process.

39.2 For the avoidance of doubt:

- a) a Trustee Member may not be removed by a mere majority vote of the Board of Trustees.
- a) No individual Trustee Member shall have the authority to remove another Trustee Member.
- b) Any removal under clause 39.1(c) must be approved by a unanimous resolution of all other serving Trustee Members who are present at a properly convened meeting, and only after the Trustee Member in question has been provided with full notice of the allegations, the opportunity to respond, and a fair hearing process in accordance with natural justice.

40 ADVISORY BOARD

40.1 The Board of Trustees shall be responsible for the appointment and oversight of any Advisory Board comprising respected individuals and religious authorities from within the Shia Ithna-Asheri faith, for any purpose whatsoever which from time to time it may think desirable. The Board of Trustees may delegate to any such Advisory Board such powers as it may think fit

and may from time-to-time revoke or alter such appointments or delegations. The Advisory Board shall work closely with the Board of Trustees to provide expert guidance and support in fulfilling the Company's religious and community objectives.

40.2 The Board of Trustees may delegate to the Advisory Board such powers, functions, or responsibilities as it considers appropriate, and may at any time revoke, vary, or amend any such appointments or delegations, in whole or in part.

40.3 The Advisory Board shall work in close consultation with the Board of Trustees, offering expert religious advice, strategic input, and community guidance, in furtherance of the Company's religious, charitable, and constitutional purposes.

41 POWERS OF THE BOARD OF DIRECTORS

41.1 Notwithstanding any other provision of this Constitution, the business and general affairs of the Company is under the management of the Board which has full control of the property of the Company and the conduct and administration of all the affairs and business of the Company, except in so far as is otherwise expressly provided by this Constitution. In particular, but without derogating from the general powers given to the board, the Board has power from time to time:

- a) to establish an Executive Team from among its members, consisting of key roles such as Chief Executive, Treasurer, Secretary, or any other positions as the Board may determine. The Board may also appoint, from among its members or members of the Company, such committees as it considers appropriate for any purpose it deems desirable in support of the Company's objectives.
 - i. The Board may delegate to the Executive Team and to any such committees such powers and functions as it sees fit, and may revoke, vary, or amend any such delegation or appointment at its discretion. The Executive Team shall be responsible for the day-to-day operational management of the Company, subject always to the direction and oversight of the Board of Directors; and
 - ii. all committees established under this clause shall report to the Executive Team or directly to the Board of Directors, as determined by the Board from time to time.
- b) to appoint from among its Members, or Members of the Company, Committees for any purpose whatsoever which from time to time it may think desirable and to delegate to any

such Committee such powers as it may think fit and any such appointments or delegation from time to time to revoke or alter;

- c) to make By-Laws, Rules and Regulations as in the opinion of the Board are necessary for the proper control, administration and internal management of the Company's affairs, interests, effects and property and for the convenience, comfort and well-being of the members of the Company and to amend or rescind from time to time any such By-Laws, Rules and Regulations;
- d) to enforce the observance of all By-Laws, Rules or Regulations by suspension from enjoyment of Company privileges or any of them or otherwise as the Board thinks fit;
- e) to appoint any delegate or delegates to represent the Company for any purpose with such powers as may be thought fit;
- f) to engage, appoint, control, remove, discharge, suspend and dismiss such managers, secretaries, officers, representatives, agents and servants or other employees in respect to permanent temporary or special services as it may from time to time think fit and to determine the duties, pay, salary, emoluments or other remuneration, but no payment or part-payment of any secretary, manager or other Officer or servant of the Company to be made by way of commission or allowance from or upon the receipts of the Company for liquor supplied;
- g) to purchase or otherwise acquire for the Company any property rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as it thinks fit;
- h) to secure the fulfillment of any contracts or engagements entered into by the Company by mortgaging or charging all or any of the property of the Company as may be thought fit;
- i) to institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its Officers or otherwise concerning the affairs of the Company and also to compound or allow time for payment and satisfaction of any debts due to and any

claims or demands by or against the Company and to refer any claims or demands by or against the Company to arbitration and to observe and perform the award;

- j) to determine who is entitled to sign or endorse on the Company's behalf, contracts, receipts, acceptances, cheques, bills of exchange, promissory notes and other documents or instruments.
- k) to invest and deal with any of the moneys of the Company not immediately required for the purpose of the Company upon such securities and in such manner as the Board may think fit and from time to time to vary or realise such investments;
- l) from time to time at its discretion to borrow or secure the payment of any sum or sums of money for the purpose of the Company and to raise or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise and either charged upon all or any of the Company's property both present and future or not so charged or by any mortgage charge or other security upon or over all or any part of the Company's property both present and future. Any debentures or other securities may be issued with any special rights and privileges which the Board may think proper to confer on the holders;
- m) to sell exchange or otherwise dispose of any furniture, fittings, equipment, plant or other goods or chattels belonging to the Company and to let any property of the Company and to lease, demise, exchange or sell all or any of the lands and buildings or other property or rights to which the Company may be entitled from time to time;
- n) to appoint, discharge and arrange the duties of the Secretary and to fix the Secretary's remuneration;
- o) to fix the maximum number of each class of members other than Trustee Members who may be admitted to the Company;
- p) to caution or suspend for such period as it thinks fit, any member who shall willfully infringe any provisions of this Constitution or of the By-Laws, Rules or Regulations of the Company, or who shall in the opinion of the Board be guilty either in or out of the Company premises of conduct unbecoming of a member or prejudicial to the interests of the Company;
- q) to impose any restrictions or limitations on the rights and privileges of Ordinary Members and Community Members, guests relating to the use by them of the Company premises

and/or any amenity or facility therein contained or relating to their conduct, behavior, clothing and dress whilst upon the said premises;

- r) to make any contract (including a contract of employment) or agreement pursuant to which a member directly or indirectly derives or is entitled to derive a profit, benefit or advantage from the Company; but this power is subject always to the provisions of the Act;
- s) to authorise by resolution the kinds and amounts of out-of-pocket expenses which may be borne, paid or reimbursed by the Company if reasonably incurred by a Member, or by the Secretary or any other employee of the Company, in the course of carrying out his or her duties in relation to the Company; and
- t) to establish, maintain, and enforce a comprehensive financial management policy, including but not limited to procedures for budgeting, accounting, internal controls, and financial reporting;
- u) to develop and approve the Company's annual budget and oversee its execution in accordance with approved plans and priorities;
- v) to establish and maintain a procurement policy outlining procedures for purchasing, expenditure approvals, delegation of financial authority, and contract management

thresholds. Such policies may be adopted by by-law or separate policy document, subject to approval by the Board of Directors and oversight by the Board of Trustees;

- w) to authorise and monitor expenditure in alignment with the approved budget and procurement policy;
- x) to ensure accurate maintenance of all financial records and the preparation of regular financial reports for submission to both the Board of Directors and the Board of Trustees;
- y) to appoint and supervise an independent, qualified auditor to undertake an annual financial audit of the Company's accounts and statements; and
- z) to make accessible all financial management and procurement policies to Members of the Company and shall remain subject to the oversight and review of the Board of Trustees.

42 APPOINTMENT AND ROLE OF THE ALIM

42.1 The Company shall, as required, appoint a qualified Alim (religious scholar) to provide spiritual guidance and religious leadership to the community in accordance with the Shia Ithna-Asheri faith.

- (a) The appointment, terms of engagement, and removal of the Alim shall be determined by the Board of Directors in consultation with the Board of Trustees and the Advisory Board.
- (b) The Alim shall be responsible for leading religious services, providing religious education, offering spiritual counselling, and advising the Board of Directors on matters pertaining to Islamic law and religious practice.
- (c) The Alim must not hold any other positions in the company including on the Board of Directors and Board of Trustees to ensure their independence in religious matters.
- (d) Any disputes regarding religious matters between the Board of Directors and the Alim shall be referred to the Board of Trustees for resolution, in consultation with the Advisory Board.

43 POWER TO DELEGATE

43.1 The Board may from time to time confer upon any Director for the time being or any other person as they may select such of the powers exercisable under this Constitution by the

Board as they may think fit for such time and to be exercised for such purposes and on such terms and conditions and with such restrictions as they think expedient.

- 43.2 Powers conferred under this clause may be exercised concurrently with the powers of the Board in that regard and the Board may from time to time withdraw, revoke or vary all or any of such powers.

44 CONFLICTS OF INTEREST

- 44.1 A Director who is in any way, whether directly or indirectly, interested in a contract or a proposed contract with the Company must, as soon as practicable after the relevant facts have come to the Director's knowledge, declare the nature of the interest at a Board meeting.
- 44.2 A general notice given to the Directors by a Director that the Director is an Officer, a member of or otherwise interested in any specified corporation or firm stating the nature and the extent of the Director's interest in the corporation or firm will, in relation to any matter involving the Company and that corporation or firm after the giving of the notice, be a sufficient disclosure of the Director's interest, provided that the extent of the interest is no greater at the time of first consideration of the relevant matter by the Directors than was stated in the notice.
- 44.3 If the requirements of the Act and this Constitution have been complied with by any Director with regard to any contract or arrangement in which the Director is interested:
- a) the Director may vote on whether the Company enters into the contract;
 - b) the contract may be entered into;
 - c) the Director may vote on matters involving the contract;
 - d) the Director can participate in the execution of the contract by the Company.
- 44.4 Within 48 hours after a director gives a notice under Section 191 or 192 of the Act, the particulars of the notice specifying the name of the director who made the declaration and the nature of the interest declared must be exhibited in a conspicuous position on the Company premises for a continuous period of not less than 14 days thereafter.

45 MEETINGS OF THE BOARD

- 45.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit, provided that Board meets at least once a month for the transaction of business and a record of all the members of the Board present

and of all resolutions and proceedings of the Board are entered in a minute book provided for that purpose.

45.2 Without limiting the discretion of the Board to regulate its meetings under this clause, a meeting of the Board may be held by virtual means with the consent of the Chairperson consist of a conference between Directors some or all of whom are in different places if each Director who participates is able:

- a) to hear each of the other participating Directors addressing the meeting; and
- b) if any Director wishes, to address each of the other participating Directors simultaneously whether directly, by conference telephone, video conferencing facility or any other form of communications equipment or by a combination of such methods.

45.3 A meeting held in the manner described under clause 45.2 will be taken for the purposes of this Constitution to be held at the place where the largest group of participating Directors is assembled or, if no such group is readily identifiable, at the place where the chairperson of the meeting participates. Any of the Directors may, by prior notice to the Secretary, indicate that they wish to participate in a meeting in such manner. In this event, the Directors, if they all consent to the meeting being held in the manner referred to in this clause must procure that an appropriate conference facility is arranged at the expense of the Company. A Director who has consented to a meeting being held in the manner referred to in this clause may only withdraw consent within a reasonable period before the meeting.

45.4 No Director may leave a conference held in accordance with clause 45.2 by disconnecting the means of communication unless that director has previously obtained the express consent of the chairperson of the meeting. A Director will be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by telephone or other means of communication unless the director has previously obtained the express consent of the chairperson to leave the conference.

45.5 All resolutions of the Directors passed at a meeting of Directors where a quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such resolution, must, provided each Director to whom notice was not

given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors.

46 QUORUM - BOARD MEETINGS

46.1 Until the Directors resolve to the contrary, a majority of the total number of Directors from time to time, or any greater number specified by the Board, personally present or in conference in accordance with clause 45.2 form a quorum and a quorum must be present at all times during the meeting. A Director, who is disqualified from voting on a matter pursuant to clause 36, but who is nevertheless relevantly present at a meeting, will be counted in the quorum despite that disqualification.

47 CHAIRPERSON - BOARD MEETINGS

47.1 The Chairperson will, if present, preside as chairperson of every meeting of the Board of Directors.

47.2 If a meeting of Board of Directors is held and the Chairperson is not present within 30 minutes after the time appointed for the holding of the meeting or, if present, does not wish to chair the meeting, then the other Directors present must elect one of their numbers to be chairperson of the meeting.

48 VOTING - BOARD MEETINGS

48.1 A resolution of the Directors must be passed by a majority of votes of the Directors present at the meeting who vote on the resolution. A resolution passed by a majority of the votes cast by the Directors will for all purposes be taken to be a determination of the Directors.

48.2 Each Director has one vote.

48.3 In case of an equality of votes at a meeting of Directors, the chairperson has a casting vote in addition to a deliberative vote.

49 CIRCULAR RESOLUTIONS BY DIRECTORS

49.1 A resolution in writing signed by a majority of the Directors for the time being entitled to vote in relation to the resolution (not being less than a quorum) and stating that the signatories are in favour of the resolution will be as valid and effectual from the time it is signed by the last

Director as if it had been passed at a duly convened meeting of Directors provided each Director has received 24 hours notice of the resolution.

49.2 A resolution in writing may consist of several documents in like form each signed by one or more Directors.

49.3 Every such resolution is deemed to have been passed on the day and at the time at which the document was last signed by a Director.

49.4 A electronic transmission which is received by the Company and which purports to have been signed by a Director must for the purposes of this clause be taken to be in writing and signed by that Director at the time of the receipt of the electronic transmission by the Company in legible form.

50 COMMITTEE OF DIRECTORS

50.1 The Directors may form and delegate any of their powers to a Committee consisting of such Directors as they think fit and may from time to time revoke such delegation.

50.2 A Committee must in exercise of the powers delegated to it conform to any directions and restrictions that may be imposed on it by the Directors. A power so exercised is taken to be exercised by the Directors.

50.3 The meetings and proceedings of any Committee consisting of more than one person will be governed by the provisions for regulating the meetings and proceedings of the Directors contained in this Constitution.

50.4 A minute of all the proceedings and decisions of every Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Directors are required by the Act and this Constitution to be made entered and signed.

51 VALIDATION OF ACTS OF DIRECTORS

51.1 All acts done:

- a) at any meeting of the Directors; or
- b) by a Committee; or
- c) by any person acting as a Director, will, even if it is discovered afterwards that there was a defect in the appointment or continuance in office of any such Director or person or that

they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had continued in office and was duly qualified to be a Director and had been entitled to vote.

52 MINUTES

52.1 The Directors must cause minutes to be kept in accordance with the Act for the purposes of recording:

- a) the names of the Directors present at each meeting of the Directors and of Directors present at each meeting of any Committee;
- b) all orders, resolutions and proceedings of general meetings and of meetings of Directors and of Committees;
- c) such matters as are required by the Act to be recorded in the record books of the Company including without limitation all declarations made or notices given by any Director of that director's interest in any contract or proposed contract or the holding of any office or property whereby any conflict of duty or interest may arise.

52.2 Such minutes must be signed by the chairperson of the meeting, or the chairperson of the next succeeding meeting and minutes which purport to be signed accordingly be received in evidence without any further proof as sufficient evidence that the matters and things recorded

by such minutes actually took place or happened as recorded and of the regularity of such matters and things and that the same took place at a meeting duly convened and held.

53 SECRETARY AND PUBLIC OFFICER

53.1 There must be only one Secretary and one Public Officer, each appointed by the Board for a term and at remuneration and on conditions determined by the Board. The same person may serve as Secretary and Public Officer at the same time if the Board thinks fit.

54 EXECUTION OF DOCUMENTS

54.1 Without limiting the manner in which the Company may execute any contract, including as permitted under section 127 of the Act, the Company may execute any agreement, deed or other document by:

- a) two Directors signing the same; or
- b) one Director and one Secretary signing the same; or
- c) if so authorised by a resolution of the Board, one Director signing the same pursuant to the resolution of the Board.

54.2 Nothing in this Constitution requires the Company to execute any agreement, deed or other document under common seal for the same to be effectively executed by the Company.

55 ACCOUNTS AND AUDIT

55.1 The Board must cause proper financial records to be kept with respect to the financial affairs of the Company in accordance with the Act.

55.2 The books of account must be kept at the Office or at such other place as the Board thinks fit. The Company must at all reasonable times make its accounting records available in writing for the inspection of Board members, Trustee Members and any other persons authorised or permitted by or under the Act, or any other Act to inspect such records.

55.3 The Board must, not less than 21 days before each Annual General Meeting, send a copy of all accounts that are to be laid down before the Company at the Annual General Meeting,

accompanied by any directors' and auditor's statements and reports required pursuant to the Act to all Guarantee Members of the Company.

55.4 The directors' report referred to in clause 55.3 above must include particulars of the numbers of members registered in the Register of Members at the end of the financial year to which the report relates.

55.5 Auditors must be appointed and their duties regulated in accordance with the Act.

55.6 A statement of income and expenditure in relation to each aspect of the Company's activities, must be prepared and submitted to a Board meeting at intervals of not more than three months, for the period commencing on the date up to which the next previous such statement was so submitted and ending on a date not earlier than 42 days before the date the statement is so submitted, and within 48 hours of that Board meeting, a copy of that statement and any

resolution passed by the Board in relation to that statement is to be exhibited in a conspicuous position on the Company premises for a continuous period of not less than 28 days.

55.7 The Board must keep every statement submitted as referred to in Clause 55.6 above for a period of at least three years after it is so submitted.

56 SERVICE OF NOTICES

56.1 A notice may be given by the Company to any Member by:

- a) serving it on the member personally;
- b) sending it by post to the member or leaving it at the member's address shown in the appropriate Register or otherwise the address supplied by the member to the Company for the giving of notices;
- c) sending it to the electronic address supplied by the member to the Company for the giving of notices; or
- d) any other electronic means including, without limitation, through social media platforms and other electronic methods of communication.

56.2 Any member who has not left at or sent to the Office a place of address for inclusion in the Register as the place at which notices may be given to the member is not be entitled to receive any notice.

56.3 Where a notice is sent by post, service of the notice will be taken to be effected by properly addressing, prepaying and posting a letter containing the notice and will be deemed to have

been effected on the day after the date of posting. Service of a notice to a member outside Australia is deemed to have been made in the ordinary course of the post.

56.4 Where a notice is sent by facsimile or other electronic means, service of the notice will be taken to be effected by properly addressing and sending the notice and in such case will be taken to have been effected on the business day after it is sent.

56.5 Evidence of service of a notice may be established by proving that the envelope containing the notice and stamped appropriately was properly posted and a certificate given by any Officer of the Company to that effect is conclusive evidence of service.

57 WINDING UP

57.1 If the Company is wound up:

- a) each Trustee, Community and Ordinary Member; and
- b) each person who ceased to be a Trustee, Community or Ordinary Member in the preceding year, undertakes to contribute to the property of the Company for the:
 - i. payment of the debts and liabilities of the Company (but in relation to those persons referred to in paragraph (b) above, only those contracted before the person ceased to be a Member) and payment of the costs, charges and expenses of winding up; and
 - ii. adjustment of the rights of the contributories amongst themselves, such amount as may be required but not exceeding in respect of each Trustee Member, two hundred dollars (\$200.00) and, in respect of each Community and Ordinary Member, one hundred dollars (\$100.00).

57.2 If any surplus remains following the winding up or dissolution of the Company, the surplus will not be paid to or distributed amongst members, but will be given or transferred to another fund, authority or institution which:

- a) is entitled to be endorsed as exempt from income tax under section 50110 of the Income Tax Assessment Act 1997;
- b) has objects which are similar to the objects of the Company as set out in clause 2; and
- c) has a constitution which requires its income and property to be applied in promoting its objects, and which prohibits it from paying or distributing its income and property amongst

its members to an extent at least as great as imposed on the Company by clause 3. The identity of the fund, authority or institution is to be determined by the Trustee Members at or before the time of dissolution and failing such determination being made, by application to the Supreme Court of South Australia for determination.

58 INDEMNITY

58.1 To the extent permitted by law every Director, Trustee Member and Secretary (and every former Director, Trustee Member and Secretary) of the Company shall be indemnified out of the funds of the Company against all costs, expenses and liabilities incurred in the performance of their duty. However, they shall not be indemnified out of the funds of the Company under this clause unless:

- a) it is in respect of a liability to another person (other than the Company or a related body corporate to the Company) where the liability to the other person does not arise out of conduct involving a lack of good faith; or
- b) it is in respect of a liability for costs and expenses incurred:
 - i. in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Director, Trustee Member and Secretary (and every former Director, Trustee Member and Secretary) or in which they are acquitted; or
 - ii. in connection with an application, in relation to such proceedings, in which the court grants relief to the Director, Trustee Member and Secretary (and every former Director, Trustee Member and Secretary) under the Act.

59 PAYMENT OF INDEMNITY POLICY PREMIUM

59.1 To the extent permitted by law the Company may at the discretion of the Board enter into and/or pay a premium in respect of a policy of insurance insuring a Director, Trustee Member and Secretary (and every former Director, Trustee Member and Secretary) of the Company

against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:

- a) a liability arising Out of conduct involving a willful breach of duty in relation to the Company; or
- b) a contravention of sections 182 or 183 of the Corporations Act.

The Board has the discretion to approve the terms and conditions of any such policy of insurance.

59.2 Where a Director, Trustee Member and Secretary (and every former Director, Trustee Member and Secretary) has the benefit of an indemnity pursuant to an insurance policy in respect of his actions or omissions then the Company must not be required to indemnify the Officer under clause 52 except to the extent that the indemnity affected by the insurance policy does not fully cover the person's liability.

60 INDEMNITY TO CONTINUE

60.1 The indemnity granted by the Company contained in clause 53 continues in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring prior to the date of the deletion or modification.

61 DISPUTE RESOLUTION

61.1 Any dispute or grievance arising between Members, or between a Member and the Company (including its Board of Directors or Board of Trustees), that cannot be resolved informally,

shall first be referred to mediation in accordance with a dispute resolution policy established by the Board of Directors.

61.2 If the dispute is not resolved through mediation, it may, by mutual agreement of the parties, be referred to arbitration in accordance with the laws of South Australia.

61.3 This clause does not apply to disputes related to the removal of Trustee Members, which are governed by Clause 39, or to disciplinary actions against Members, which are governed by Clause 10.

62 INTELLECTUAL PROPERTY AND DATA GOVERNANCE

62.1 All intellectual property created by employees, contractors, or volunteers in the course of their duties for the Company, or specifically commissioned by the Company, shall be the property of the Company.

62.2 The Board of Directors shall establish policies for the use, protection, and licensing of the Company's intellectual property

62.3 The Company shall collect, store, use, and disclose personal information in accordance with applicable Australian privacy laws and best practices.

62.4 The Board of Directors shall establish a data governance policy to ensure the security, integrity, and privacy of all data held by the Company, including member records and sensitive information.

62.5 Upon termination of appointment or employment, the individual shall promptly return to the Company all property, documents, records, and information belonging to the Company, in any form or medium, that are in their possession or control.

This Constitution was adopted by special resolution on 26 July 2025.

Signed for and on behalf of Jafaria Islamic Society Limited:

Chairperson

Syed Mehdi Kazmi