

In Spirit We Trust



*Australian  
Spiritual Alliance*

*Constitution*

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**In Spirit We Trust**

**Document History**

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**DISCLAIMER**

The Constitution of the Australian Spiritual Alliance [Alliance] was prepared in good faith to provide a set of rules that the Alliance as an organisation will follow with the aim of providing consistency and a high standard across all of its operations.

The Alliance is not accredited, qualified or authorised to provide any Professional Legal, Medical or Financial advice.

The Alliance and its Board of Management recommend that members seek professional Legal, Medical and Financial advice prior to any action being considered as a result of any information provided by this or any other document or any listed goods or service provided by or prepared for the Alliance or its members.

The Alliance and its members practice their Spiritual Intuitive and Inspired Gifts in good faith whilst adhering to its Policies and in particular the Not For Profit, Charitable, Benevolent and Do No Harm Policies for Goods and Services provided.

The Alliance and all its members do not and cannot accept any previous, probable or possible responsibility or liability now, in the past or future should this advice be ignored.

# In Spirit We Trust

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# In Spirit We Trust

## 1 Preamble

- a) The name of the organisation shall be the Australian Spiritual Alliance, known as and hereafter referred to as the Alliance.
- b) The Alliance shall have its office and meeting place located in New South Wales and meet at a time and place nominated by the Board.
- c) The Alliance ABN is – 71 855 044 525

## 2 The Articles of Faith are:

- (a) Belief in a Supreme Spiritual Deity;
- (b) The immortality of the Soul.
- (c) The Communion of Spirits;
- (d) The Brotherhood of Mankind;
- (e) The Balanced and Holistic Harmony of Mind, Body and Spirit
- (f) Personal Responsibility;
- (g) The benefits and use of Natural, Traditional and Complimentary Medicine.

## 3 The Objectives are –

- 1) To promote –
  - (a) and advance a spiritual way of life as a personal philosophy and science;
  - (b) research and investigate all things inspired, intuitive, spiritual, supernatural and paranormal;
  - (c) assist in the development, provision, efficacy and safe use of natural therapies;
  - (d) establish and assist in the formation of a training and development college;
  - (e) personal development through mediumship, meditation, healing and discussion, etc;
  - (f) a quality level of competency and conduct for all inspired modalities;
  - (g) harmony, communication and companionship amongst the fraternity;
  - (h) community involvement for the relief of distress, disease and ill health;
  - (i) wellbeing as a Whole of Life care plan;
  - (j) business relationships with organisations that benefit these objectives.
- 2) To operate as an organisation having Policies for : –
  - (a) Not for Profit and Charity with the aim for registration;
  - (b) Do No Harm;
  - (c) Workplace Health and Safety;
  - (d) Child and Aged Care;
  - (e) Complaints and Refund;
  - (f) Privacy;
  - (g) Training and Competency;
  - (h) Benevolence;
  - (i) Natural Therapies;
  - (j) Traditional and Complimentary Medicine;
  - (k) Quality Assurance;
  - (l) Self-Regulation.

# In Spirit We Trust

## Part 1 Preliminary

### 1 Definitions

(1) In this constitution:

**Ordinary board member** means a member of the Board that is elected by the members

**Secretary** means:

- (a) the person under this constitution providing the functions of secretary, or
- (b) if no such person holds that position — the Chairman of the Board;

**Executive Meeting** means a general meeting of the Executive members of the Board

**Board** means the members of the Board of Management;

**Board Meeting** means a general meeting of the members of the Board

**General Meeting** means a general meeting of members, such as an annual general meeting;

**Special General Meeting** means a general meeting of members other than an annual general meeting.

**Spiritual** means the inspired personal manifestation of the beliefs, codes, ethics, morals, values, guidelines, character and resultant way of life developed by a person themselves through their own life's experiences and motivation that support and manifest their unique understanding of the well-being and holistic balance of their Mind, Body and Spirit.

(2) In this constitution:

(a) a reference to a function includes a reference to a power, authority and duty, and

(b) a reference to the exercise of a function includes, if the function is a duty, a reference to the performance or omission of that duty.

(3) Any reference to a person shall apply regardless of race, colour, creed, sex or place of birth.

(4) Any reference to gender shall apply regardless of gender, without preference or prejudice.

(5) Any clarification or interpretation of this constitution shall be determined by the Board.

## Part 2 Membership

### 2 Membership generally

(1) A person (Junior) under the age of 18 and over 12 is eligible to be nominated for membership in accordance with Clause 3 on the following conditions –

(a) A Letter of Consent is provided from a Parent or Guardian;

(b) A Proof of Age Card or Birth Certificate is provided;

(c) That this membership does not entitle this member to voting rights

(2) An adult person is eligible to be nominated for membership in accordance with Clause 3.

(3) A Group (or Organisation), having similar Objectives, is eligible for membership in accordance with Clause 3 on the following conditions –

(a) The Group nominates an adult Representative to act on their behalf as any single member;

(b) That membership by the Group does not include its own membership, if any;

(c) The Group may operate as a Business or Not For Profit.

(4) The Board may provide for a number of classes and conditions etc. of membership.

### 3 Nomination for membership

(1) A nomination for membership of the Alliance:

(a) shall be made by an applicant by the means authorised for this purpose, and

(b) shall be lodged with the secretary, and may include payments as required,

(c) the application may be lodged using post, email or other electronic means approved by the Board.

(2) As soon as practicable after receiving a nomination for membership, the secretary shall refer the nomination to the next meeting of the Board to determine whether to approve or decline the nomination.

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(3) As soon as practicable after the Board makes that determination, the secretary without showing cause shall notify the nominee, in writing, that the Board approved or declined the nomination (whichever is applicable), and

(a) if the Board approved the nomination, request the nominee to pay (within the period of 28 days after receipt by the nominee of this notification) the sum payable under this constitution by a member as yet unpaid.

(b) if the Board declined the application the applicant shall have all fees previously paid refunded excluding the Application Fee, in the reply to the application.

(4) The secretary shall, on full payment by the nominee of the amounts referred to in subclause (3) (b) within the period referred to in that provision, enter or cause to be entered the nominee's name and details in the register of members and on the name being so entered, the nominee only then becomes a member of the Alliance.

### **4 Cessation of membership**

Membership ceases if the member:

(1) a) becomes incapable;

b) dies,

c) resigns

d) is expelled by the Board

e) the member ceases to be qualified; or

(2) the member fails to be financial within 3 months after the due date of all fees, or within such time as determined by the Board on receipt of an application applying for Leave for extenuating circumstances.

### **5 Membership entitlements not transferable**

A right, benefit, privilege, vote or obligation which a member has:

(1) is not capable of being transferred or transmitted to another person or member, except in the case of a Group member indicating a change of Representative, and

(2) terminates on cessation of their membership.

### **6 Resignation of membership**

(1) A member may resign their membership by first giving the secretary written notice of at least one month (or such other period as the committee may determine) of the member's intention to resign and, on the expiration of the period of notice, the member ceases to be a member.

(2) If a member of the Alliance ceases to be a member under subclause (1), and in every other case where a member ceases to hold membership, the secretary shall make an appropriate entry in the register of members recording the date on which the member ceased to be a member.

### **7 Register of members**

(1) The secretary shall establish and maintain a register of members, as a personal file specifying the name, postal and/or residential address, email address and contact details of each person who is a member together with the date on which the person becomes and ceases to be a member and includes any issues or discipline matter, if any, about that member.

(2) The register of members, in electronic or hard copy form, shall be kept in New South Wales:

(a) at the main premises of the Alliance, or

(b) if the Alliance has no premises, at the Alliance's business address, or

(c) at a secure location accessed only by electronic means.

(d) A back-up copy of the register shall be held in a safe and secure location,

(3) The register of members shall be open for inspection subject to the Privacy Policy, free of charge, by any member of the Alliance at a reasonable hour.

(4) A member may obtain a copy of any part of the register in relation to their own membership only on payment of a fee of not more than \$2 for each page copied. The Board may decide to refuse a request under certain circumstance where the information is detrimental or confidential to the Alliance.

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- (5) If a member requests any information about another member, that information shall not be made available and shall be kept confidential.
- (6) A member shall not use information about a person obtained by the Alliance to contact or send material to the person, other than for:
- (a) the purposes of sending the member a newsletter, a notice in respect of a meeting, an event or other material relating to the Alliance, or for
  - (b) any other purpose necessary to comply with a requirement of the Constitution.

### **8 Fees and subscriptions**

- (1) A member shall, on admission to membership, pay an application fee of \$1 or, if some other amount is determined by the Board, that other amount.
- (2) In addition to any amount payable by the member under subclause (1), a member shall pay an annual membership subscription fee of \$2 or, if some other amount is determined by the Board, that other amount:
- (a) except as provided by paragraph (b), before 1 July in each calendar year, or
  - (b) if the member becomes a member on or after 1 July in any calendar year—on becoming a member and before 1 July in each succeeding calendar year.
- (3) If a member fails to renew their membership within the specified period they will be removed from the Register of Members. Should the member then wish to renew their membership after the specified period a new Application for Membership shall be submitted for consideration by the Board, unless extenuating circumstances have occurred and Leave is applied for by the member for consideration by the Board.
- (4) A financial member that chooses to partake in any optional benefits or services of the Alliance, shall pay the Alliance, the fees appropriate for that service by the specified due date or be removed from that option.
- (5) The Board may structure the types, levels, status and fees of members to better represent their range of skills, modalities and competency.
- (6) The Alliance, with the approval of members at an annual general meeting, may require a fee or levy for a specific period of time or occurrence for a particular activity, project or objective.
- (7) Should a member be in a position of hardship in relation to any fees, the Board may consider a request to consider the circumstances and assist, if, when and where possible.
- (8) The Board may submit for consideration no more than one member per year for Honorary Membership in which case the member is no longer required to pay annual subscriptions or levies to maintain full membership and benefits being received immediately prior to such nomination.
- (9) Should a member cease membership for any reason, any membership fees paid under this Clause whilst being a member in excess of requirements for the period of membership are not refundable.

### **9 Members' liabilities**

The liability of a member to contribute towards the payment of any debts and liabilities of the Alliance or the costs, charges and expenses of the winding up of the Alliance is limited to the amount, if any, unpaid by the member in respect of membership of the Alliance as required by clause 8.

### **10 Resolution of disputes**

- (1) A dispute between
- (a) a member and another member of the Alliance, or
  - (b) a dispute between member/s and the Alliance, is to be referred to the Board to appoint a Mediation Panel with specific Terms of Reference to resolve the issue and suggest recommendations to prevent further issues.
- (2) If a dispute is not resolved by mediation within 3 months of the initial referral to the Board, the dispute is to be referred to the next general meeting of the Board.
- (3) Every dispute, shall be recorded in the Dispute Register and noted in each involved member's file

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### **11 Disciplining of members**

- (1) A report, in writing, may be made to the Board by any person that a member of the Alliance:
  - (a) has refused or neglected to comply with one or more provisions of this constitution, or
  - (b) has wilfully acted in a manner prejudicial to the interests or Code of Conduct of the Alliance,
  - (c) has wilfully acted in a manner contrary to any Standards set by the Alliance
  - (d) has acted in a manner contrary to any particular Community standards or laws
- (2) The Board may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature.
- (3) The Board may refer the matter to a Mediation Panel that:
  - (a) shall cause notice of the complaint to be served on the member/s concerned, and
  - (b) shall give the member/s at least 14 days from the time the notice is served within which to make submissions in connection with the complaint
- (4) The Mediation Panel,
  - (a) shall take into consideration any submissions made by the person in connection with the complaint.
  - (b) may in a written recommendation to the Board, ignore, expel, suspend or otherwise restrict the member from membership of the Alliance if, after considering the complaint and any submissions made in connection with the complaint, the Panel is satisfied that the facts alleged in the complaint have or have not been proven and the recommendation is warranted in the circumstances.
- (5) If the Board supports the recommendation to ignore, expel, suspend or restrict a member after considering the members history, the secretary shall, within 7 days after the action is taken, cause written notice to be given to the member of such action, the reasons given by the Board for having taken that action and of the member's right of appeal if any under clause 12.
- (6) Any recommended expulsion, suspension, restriction or further action does not take effect:
  - (a) until the expiration of the period within which the member is entitled to appeal, or
  - (b) if within that period the member exercises the right of appeal, unless and until the Board confirms the resolution under clause 12,whichever is the later.
- (7) Each matter of discipline shall be recorded in a Discipline Register and noted in the file of each involved member.

### **12 Right of appeal of disciplined member**

- (1) A member may appeal to the Board a resolution under clause 11, within 7 days after notice of the resolution is served on the member, by lodging with the secretary a notice to that effect.
- (2) A member subject to this clause may seek Board approval for a [non-legal] Representative
- (3) The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.
- (4) On receipt of a notice from a member under subclause (1), the secretary shall notify the Board which is to include the matter for the next meeting of the Board after the date on which the secretary received the notice.
- (5) At the following meeting of the Board for the purposes of subclause (4):
  - (a) the matter is to be included for determination, and
  - (b) the Panel Chair and the member shall be given the opportunity to state their respective cases orally, electronically or in writing, or both, and
  - (c) the Board members present are to vote on the question of whether a motion to support the Panel recommendation be confirmed or to decide otherwise.
- (6) The appeal is to be determined by a simple majority of votes cast by members of the Board in a secret ballot.
- (7) The decision of the Board as the result of this Clause is Final.
- (8) Any further appeal sought under this Clause to an external judiciary is not binding on the Alliance.

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### **13 Powers of the Board**

Subject to this constitution, the Board:

- (1) is to control and manage the affairs of the Alliance, and
- (2) may exercise all such functions as may be exercised by the Alliance, and
- (3) has power to include and perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper management of the affairs of the Alliance.
- (4) The Board shall determine the Levels of Responsibility and Authority for each member of the Board, and any Branch and Sub-Committee member duly elected by the members or appointed by the Board.

### **14 Composition and membership of the Board**

- (1) The Board will consist of:
  - (a) the Executive Team - each of whom is to be appointed by the Board;
  - (b) the Non-Executive Team - each of whom is to be appointed by the Board.
  - (c) Ordinary Members - each of whom is to be elected at the annual general meeting of members.
- (2) The total number of members of the Board is to be determined by the Board,
- (3) The Executive Members of the Board consist of:
  - (a) Managing Director, (MD);
  - (b) Secretary - Executive (SE);
  - (c) Treasurer - Executive (TE);
  - (d) Manager – Deputy (DM), as determined by the Board.
- (4) The Non Executive members of the Board consist of:
  - (a) Manager – Academy (MA)
  - (b) Manager – Services (MS)
  - (c) Manager – Media (MM), when appointed
  - (d) Manager – Faculty, (MF); when appointed
  - (e) Additional Managers, as appointed
  - (f) Representatives, for the purpose of Safety, Quality and Regulation.
- (5) The Ordinary members of the Board elected annually by the members at the AGM and consist of:
  - (a) Representatives of the members; the number as determined by the Board and total membership.
- (6) Each appointed and elected member is –
  - (a) to hold office until the conclusion of the annual general meeting following the date of the member's appointment or election, and
  - (b) is eligible for re-appointment or re-election subject to any conditions, if any, required by the Board.
- (7) A member may hold any 2 offices at one time, except both Managing Director and Deputy Manager.
- (8) There is no maximum number of consecutive terms that a member may hold office.

### **15 Election of Ordinary Members on the Board (MR),.**

- (1) Nominations of candidates for election as an Ordinary Member of the Board:
  - (a) shall be made in writing or by electronic means, signed by 2 financial members and shall be accepted by the written consent of the candidate on the same document, and
  - (b) shall be delivered to the secretary of the Board by mail, in person or email, at least 7 days before the date fixed for the holding of the annual general meeting at which the election is to take place.
- (2) All nominations received are subject to a secret ballot; and
  - (a) if a vacancy remains after a ballot, further nominations from the meeting may be accepted; and
  - (b) If a vacancy remains after a second ballot, all unfilled positions are declared as casual vacancies.
- (3) The secret ballot may include electronic means as the Board may determine.
- (4) All persons nominated, appointed or elected for any position on the Board shall be an adult and financial.

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### **16 Executive Secretary of the Board (SE)**

- (1) The Executive Secretary shall, as soon as practicable after being appointed, lodge notice with the Board of their address and all contact details.
- (2) It is the duty of the secretary to keep details of:
  - (a) all appointments and elections to the Board, Branches and Committees, if any; and
  - (b) the names of members present at each meeting, and
  - (c) the minutes of proceedings at all meetings.
- (3) The secretary shall present the minutes of the previous meeting and move a motion to accept.
- (4) The minutes once accepted by majority vote shall be signed by the chairperson of that meeting.
- (5) The Secretary may keep minutes in electronic form and the Chair can sign the minutes electronically.
- (6) the Secretary may request for one or more Assistants, subject to Board approval

### **17 Executive Treasurer of the Board (TE)**

It is the duty of the Executive Treasurer to ensure:

- (1) that all money due to the Alliance is collected and received and that all payments authorised by the Alliance are made promptly; and
- (2)
  - (a) that accurate books and accounts are kept showing the general and specific accounts and financial affairs of the Alliance, excluding all fundraising and associated activities
  - (b) that accurate books and accounts are kept showing full details of all receipts and expenditure connected with all fundraising and associated activities.
- (3) the treasurer shall be responsible for all assets purchased for/by the Alliance. Each Asset item is to be registered, maintained, the location and person responsible be recorded in an Asset Register.
- (4) that all books, accounts and assets are subject to an Annual Audit conducted by an Auditor appointed by the Board and not being a member of the Board, Branch or any Sub-Committee.
- (5) that an Audit Report is presented at the Board meeting prior to the Annual General Meeting
- (6) that the authorised Annual Financial Statement of the Alliance is presented at the Annual General Meeting.
- (7) the Treasurer shall move the motion to accept the Annual Report at the Annual General Meeting
- (8) the Treasurer may request for one or more Assistants, subject to Board approval

### **18 Casual vacancies of the Board**

- (1) In the event of a casual vacancy occurring at any time on the Board, Branch or a Committee, the Board may appoint an eligible member to fill the vacancy and the member so appointed is to hold office, subject to this constitution, until the conclusion of the annual general meeting next following the date of the appointment.
- (2) A casual vacancy in the office of a Member of the Board occurs if the member:
  - (a) dies,
  - (b) ceases to be a member,
  - (c) resigns,
  - (d) becomes incapable,
  - (e) is removed from office under clause 19,
  - (f) is absent without approval from 3 consecutive meetings of the Board,
  - (g) is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for a period of 3 months or more,
  - (h) becomes and is insolvent within the meaning of the [Corporations Act 2001](#) of the Commonwealth,
  - (i) is prohibited from being a director of a company under Part 2D.6 (Disqualification from managing corporations) of the [Corporations Act 2001](#) of the Commonwealth, or
  - (j) the position is declared a casual vacancy subsequent to elections held at an annual general meeting.

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### **19 Removal of a Member of the Board**

(1) The Board may by a special resolution and secret ballot remove any Non-Executive and/or Ordinary Member of the Board before the expiration of the member's term of office and may by simple resolution declare the vacated position as a Casual Vacancy.

(2) If a member of the Board to whom a proposed resolution referred to in subclause (1) relates makes representations in writing to the secretary and requests that the representations be made to the Board, the secretary shall send a copy of the representations to each member of the Board for due consideration.

### **20 Board meetings and quorum**

(1) The Board shall meet at least 4 times in each financial year of 12 months at such place and time as the Board may determine.

(2) Additional meetings of the Board may be convened by the secretary or chair.

(3) Oral or written notice of a meeting of the Board shall be given by the secretary to each member of the Board at least 48 hours (or such other period as may be unanimously agreed on by those members) before the time appointed for the holding of the meeting.

(4) Notice of a meeting given under subclause (3) shall specify the agenda and general nature of the business to be transacted at the meeting.

(5) Any 5 members of the Board constitute a quorum for the transaction of the business of a scheduled meeting. Should an Emergency Meeting be required any 3 members constitutes a quorum.

(6) No business is to be transacted unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.

(7) If at the adjourned meeting a quorum of 3 financial members is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.

(8) At meetings of the Board the Managing Director or, in absence, the Deputy Manager is to preside, or in any case if these people are absent, unwilling or unable to act, one of the remaining members may be chosen by the members present at the meeting is to preside.

### **21 Delegation by Board to a Committee**

(1) The Board may, in writing, delegate to one or more Committees or Branches consisting of such members as the Board thinks fit, the exercise of such of the functions of the Board specified in the Terms of Reference, other than:

(a) this power of delegation, and

(b) a function which is a duty imposed on the Board by an Act of law.

(2) A function the exercise of which has been delegated to a Branch, Committee or Panel under this clause may, while the delegation remains unrevoked, be exercised from time to time by the Branch, Committee or Panel in accordance with the terms of the delegation.

(3) A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function, or as to milestones, time or circumstances, as may be specified in the Terms of Reference.

(4) Despite any delegation under this clause, the Board may continue to exercise any function delegated.

(5) Any act or thing done or suffered by a Branch, Committee or Panel acting in the exercise of a delegation under this clause has the same force and effect as it would have if it had been done or suffered by the Board.

(6) The Board may, by instrument in writing, revoke, modify wholly or in part any delegation under this clause.

(7) A Branch, Committee or Panel may meet and adjourn as it thinks proper, subject to Clause 20 (1).

(8) The rules of management of a delegated Branch, Committee or Panel shall be specified as By-Laws under Clause (5)

(9) It is the duty of the treasurer of the delegated Branch, Committee or Panel to ensure:

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- (a) that all money due is collected and received and that all authorised payments are made promptly once approved, and
- (b) (i) that accurate books and accounts are kept showing the general and specific accounts and financial affairs of the Branch, Committee or Panel, excluding fundraising and associated activities
  - (ii) that accurate books and accounts are kept of all receipts and expenditure connected with fundraising and associated activities.
- (c) that all money collected is promptly presented to the Alliance Treasurer including a balance financial report of that activity for presentation at the following Board meeting.

### **22 Voting, Decisions and Conflicts of Interest**

- (1) Questions arising at a meeting of the Board are to be determined by a simple majority of the votes of eligible members present at the meeting. Proxy votes are not accepted, unless the Board approves in each case.
- (2) A member, by the use of electronic means, is to be considered as a member being present at the meeting having voting rights as if they were actually present at the meeting.
- (3) Each eligible adult member of the Board is entitled to one vote only but, in the event of an equality of votes on any question, the Chair shall exercise a second or casting vote to the negative.
- (4) Subject to clause 20 (5), a Board may act despite any vacancy.
- (5) Any act or thing done or suffered, or purporting to have been done or suffered, by the Board is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the Board.
- (6) Any question arising at a Board meeting that refers to a person being involved in the matter, be they a member or not shall be determined by a secret ballot.
- (7) A Board member shall disclose the nature and extent of any actual or perceived material conflict of interest, direct or indirect, by themselves or a member of their extended family, at their appointment or election and prior to a matter that is due to be considered by the meeting. The disclosure of a conflict of interest shall be noted in the minutes of that meeting and recorded in a Register kept by the Board Secretary and also noted in the members file. Failure to do so will result in automatic suspension of membership for a period of time as the Board determines.

## **Part 4 General meetings**

### **23 Annual general meetings—holding of**

- (1) The Alliance will hold its first annual general meeting within 18 months after its official formation date.
- (2) The Alliance shall hold its annual general meeting within 4 months after the close of the Alliance's financial year of business and each subsequent year.

### **24 Annual general meetings—calling of and business at**

- (1) The annual general meeting of the Alliance is, subject to clause 23, to be convened on such date and at such place, time and manner as the Board thinks fit.
- (2) In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:
  - (a) the minutes of the previous annual general meeting;
  - (b) the minutes of all, if any, special general meetings held within the previous year,
  - (c) the annual financial report and statement of affairs.
  - (d) confirm the appointment of the Board Executive and Non-Executive members for the next year;
  - (e) hold elections for the specified number of Ordinary Members of the Board,
- (3) An annual general meeting shall be specified as such in the notice convening it.

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### **25 Special general meetings—calling of**

- (1) The Board may, whenever it thinks fit, convene a special general meeting of all members.
- (2) The Board, on its merits, may on request in writing by at least 5 per cent of the total number of financial members, convene a special general meeting of all members.
- (3) A request by members for a special general meeting:
  - (a) shall state the purpose/s of the meeting, and
  - (b) shall be signed by all the members making the request, and
  - (c) shall be lodged with the secretary, either in written form or electronically, and
  - (d) may consist of several documents in a similar form, each signed by one or more of the members making the request.
- (4) A special meeting convened by members as referred to in subclause (3) shall be convened as nearly as is practicable in the same manner as general meetings, at their own expense
- (5) If the Board fails to convene a special general meeting to be held within 2 months after that date on which a request of members for the meeting is lodged with the secretary, any one or more of the members who made the original request may request a special meeting with the Board to be held no later than 3 months after that date.

### **26 Notice of meeting**

- (1) Except if the nature of the business proposed to be dealt with at a general meeting requires a special resolution, the secretary shall, at least 14 days before the date fixed for the holding of the general meeting, give a notice to each member specifying the place, date and time of the meeting and an agenda and the nature of the business proposed to be transacted at the meeting.
- (2) If the nature of the business proposed to be dealt with at a general meeting requires a special resolution, the secretary shall, at least 21 days before the date fixed for the holding of the general meeting, cause notice to be given to each member specifying, in addition to the matter required under subclause (1), the intention to propose the resolution as a special resolution.
- (3) No business other than that specified in the notice convening a special general meeting is to be transacted at the meeting except, in the case of an annual general meeting, business which may be transacted under clause 24 (2).
- (4) A member desiring to bring any business before a general meeting shall give at least 21 days notice in writing of that business to the secretary who shall include that business in the next general meeting.

### **27 Quorum for general meetings of members**

- (1) No item of business is to be transacted at a general meeting of members unless a quorum of members entitled under this constitution to vote is present during the time the meeting is considering that item.
- (2) Seven (7) members present (being members entitled under this constitution to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting.
- (3) If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:
  - (a) if convened on the requisition of members, is to be dissolved, and
  - (b) in any other case, is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.
- (4) If at the adjourned meeting a quorum of 5 members is not present within half an hour after the time appointed for the re-commencement of the meeting, the meeting is to be dissolved.
- (5) General meetings can be held at 2 or more venues using any technology that the Board approves. Whatever technology is used it shall give each member a reasonable opportunity to participate. Members who participate at a general meeting using such technology have the same rights as members who are present at the meeting, including voting rights.

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### **28 Presiding member**

- (1) The Board may decide to appoint a Chairman to preside for a nominated meeting or period;
- (2) In any case when the Chair has not been appointed, or is absent, unwilling or unable to preside the Managing Director, shall preside.
- (3) Should a situation arise where Sub-Section (2) occurs and the Managing Director is absent, unwilling or unable to preside, the Deputy Manager shall preside.
- (4) Should a situation arise where Sub-Section (3) occurs and the Deputy Manager is absent, unwilling or unable to preside the members present shall elect one of their members to preside as chair at the meeting.

### **29 Adjournment**

- (1) The chair of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- (2) If a general meeting is adjourned for 14 days or more, the secretary shall give written or oral notice of the adjourned meeting to each member stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- (3) Except as provided in subclauses (1) and (2), notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

### **30 Making of decisions**

- (1) A question arising at a meeting of the Board is to be determined by either:
  - (a) a show of hands, or
  - (b) on the decision of the chair or
  - (c) when 5 or more members present decide that the question should be determined by a secret ballot, or
  - (d) If a motion has a reference to a person involved be they a member or not.  
- a secret ballot or a ballot by electronic means as approved by the Board is to take place.
- (2) If the question is to be determined by a show of hands, a declaration by the chairperson that a resolution has, on a show of hands, been carried unanimously or carried by an obvious majority or lost, an entry to that effect in the minute book of the meeting, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- (3) If the question is to be determined by a secret ballot, the ballot is to be conducted in accordance with the directions of the chair and the actual voting count be declared, confirmed and noted in the minutes
- (4) If a question has been determined and declared, a subsequent motion negative to that determination cannot be moved in the same meeting. A Notice of Motion may be submitted but can only be discussed and considered at a subsequent general meeting.
- (5) A resolution put to a vote at a meeting using electronic technology can be decided using a suitable method approved by the Board.
- (6) The Chair may appoint Scrutineers during a meeting to count the votes put for any resolution.

### **31 Special resolutions**

- (1) A Special resolution requires the support of at least 75% of eligible members present
  - (a) To edit or modify the Constitution in part or whole; or
  - (b) To remove a Non-Executive Member of the Board; or
  - (c) To remove an Ordinary Member of the Board.
- (2) In any case an equality of votes on any question at a meeting, the chair of the meeting shall exercise a second or casting vote to the negative.
- (3) On any question arising at any meeting an eligible member has one vote only, is financial and an adult.

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### **33 Proxy votes**

Proxy voting is not permitted for any vote at any meeting, unless the Board approves in each case.

### **34 Postal or Electronic ballots**

- (1) The Board may hold a postal ballot to determine any matter (other than an appeal under clause 12) and be conducted in the manner determined by the Board
- (2) A vote using electronic media may be conducted to determine any issue or proposal as decided by the Board.

## **Part 5 Miscellaneous**

### **35 Insurance**

- (1) The Alliance may affect insurance for –
  - (a) The operations of the Alliance, and/or
  - (b) The operations of members
- (2). The Alliance may include an administration surcharge on members for this benefit, as the Board determines.

### **36 Funds—source**

- (1) The funds of the Alliance are to be derived from fees, subscriptions, social events, fund raising, donations and, subject to any resolution passed by the Board such other sources as the Board determines and includes any retail outlets, supply sources and the provision of goods and services.
- (2) All money received by the Alliance shall be deposited as soon as practicable to the credit of the Alliance's banking institution.
- (3) The Alliance shall, as soon as practicable after receiving any money by any means, issue a receipt.
- (4) A Branch or Committee shall, as soon as practicable after receiving any money by any means, issue a receipt and then deposit to the Alliance Treasurer or if approved to the credit of the Alliance's banking institution and provide a report to the Alliance Treasurer.

### **37 Funds—management**

- (1) the funds of the Alliance are to be used in pursuance of the objects of the Alliance in such manner as the Board determines,
- (2) The Banking Policy specifies that all cheques, drafts, bills of exchange, promissory notes and other negotiable hard copy instruments shall be signed by any 2 of 4 financial members authorised by the Board.
- (3) Authorised purchases may be made by any authorised electronic means approved by the Board
- (4) All funds of the Alliance shall be managed by the Board Treasurer.
- (5) All funds raised by Fund-raising shall be noted in a separate Register.

### **38 Change of Policy**

- (1) A motion to Formulate, Edit or Modify a Policy requires a Special Resolution of the Board.
- (2) A motion to Formulate, Edit or Modify the Terms of Reference for a Branch, Committee or Panel requires a Simple Resolution of the Board.

### **39 Custody of books etc.**

- (1) Except as otherwise provided by this constitution, the Executive Secretary shall keep in their custody or under their secure control all forms of records, registers, books and other documents and assets relating to the business of the Alliance in New South Wales at a place approved by the Board.
- (2) All books, media and documents not included in clause (1) shall be kept in the custody or under the control of the secretary, assistant secretary or such other authorised person.
- (3) All records pertaining to the activities of the Alliance and its membership shall be kept for a period not less than 7 years at which time the Board shall determine the method of disposal of documents no longer required.

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(4) The records and history of the Alliance shall be kept for historical purposes unless the Board determines otherwise.

(5) The Board shall determine if documents are –

- (a) To be circulated
- (b) Reference material
- (c) Confidential;
- (d) Sealed

### **40 Inspection of books, etc.**

(1) The following documents may be open to inspection, free of charge, by a member of the Alliance at any reasonable hour, subject to the Privacy Policy:

- (a) records, books and other financial documents of the Alliance,
- (b) this constitution,
- (c) minutes of all Board, Branch and Committee meetings;
- (d) a member if authorised may inspect the personal details of their own membership only.

(2) A member may obtain a copy of any of the documents referred to in subclause (1) on payment of a fee of not more than \$1 for each page copied.

(3) The Board may refuse to allow a member to inspect or obtain copies or records in certain circumstances.

### **41 Service of notices**

(1) For the purpose of this constitution, a notice may be served on or given to a person:

- (a) by delivering it to the person personally, or
- (b) by sending it by pre-paid post to the address of the person, or
- (c) by sending it by facsimile transmission, email or some other form of electronic transmission:

to an address specified by the person for giving or serving the notice.

(2) For this purpose, a notice is taken, unless the contrary is proved, to have been given or served:

- (a) in the case of a notice given or served personally, on the date on which it is received by the addressee, and
- (b) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post, and

(c) in the case of a notice sent by facsimile transmission, email or some other form of electronic transmission, on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

### **42 Financial year**

The financial year of the Alliance is:

- (a) the inaugural period of time commencing on the official date of formation of the Alliance and ending on the following June 30, and
- (b) thereon each period of 12 months after the expiration of the previous financial year of the Alliance, commencing on July 1 and ending on the following June 30.

### **43 Not for Profit**

(1) The Alliance shall not distribute any income or assets including any surplus funds directly or indirectly, in kind or otherwise, to its members or any other person, except where the Board in good faith -

- (a) pays a member for authorised goods or services they have provided; or
- (b) pays authorised expenses they have properly incurred, or
- (c) makes a payment to a member for carrying out the authorised purposes of the Alliance.

(2) The Alliance shall apply its funds and assets so as to be consistent with its objectives and is prohibited from providing pecuniary gain to any of its members, family, friends or any other person.

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### **44 Winding Up**

Should at some time the Alliance cease to operate and be wound up -

(1) Any outstanding debts owed to the Alliance shall be redeemed:

- (a) from members, as per Section 9 Members' liabilities
- (b) from non-members, and if necessary by legal action;

(2) Any surplus assets and/or property that remain after the Alliance is wound up and all debts and liabilities have been paid, shall be distributed to one or more charities having charitable purposes similar to, or inclusive of, the purposes in Clause 3, and which also prohibit the distribution of any surplus assets to its members to at least the same extent as the Alliance.

(3) The decision as to the charity or charities to be given the surplus assets shall be made by a special resolution of remaining eligible members at or before the time of winding up.

### **45 Policies and Guidelines**

The Board may from time to time formulate, edit, modify or remove any:

- (a) Policies, Manuals, Guidelines and By-Laws, etc.;
- (b) Handbooks, Procedures, Documents, Magazines, Newsletters, etc.

to best reflect the current Alliance focus, objectives and activities and to keep members informed of fraternity and legal trends and practices.

### **46 Training and Competency**

The Alliance may from time to time issue:

- (a) Guidelines on Training and Courses, and
- (b) Guidelines on Competency, Experience and Prior Learning

to assist, provide consistency and clarify competency standards and accreditation.

### **47 Health and Safety**

The Alliance may from time to time -

- (a) arrange the provision of goods and services to members by certified and approved third parties
- (b) produce and prepare –

- I. A Directory of Natural Therapies provided by the Alliance and its members
- II. Guidelines for Workplace Health and Safety;
- III. Guidelines for Risk Management for all Alliance activities.

### **48 Quality and Self-Regulation**

The Alliance may from time to time produce and prepare Guidelines for -

- (a) Quality Assurance and the Efficacy of all Goods and Services provided;
- (b) Fraternity Induction and Competency for services provided;
- (c) Code of Conduct and/or Alliance Standards;
- (d) Management of all complaints, side effects and feedback;
- (e) Service Guarantee and Refund Policy.

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