

In Spirit We Trust



*Australian
Spiritual Alliance*

Constitution

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Document History

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

The Alliance is not a Professional Organisation nor is it qualified, certified 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 or taken as a result of any goods, services, activity, event or information provided by this or any other authorised document prepared for or by the Alliance.

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1 Preamble

- a) The name of the organisation shall be the Australian Spiritual Alliance, hereafter referred to as the "Alliance" or ASA.
- 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 and TFN is 499 348 799

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 Harmony of Mind, Body and Spirit;
- (f) Personal Responsibility with Karma;
- (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 things esoteric, inspired, spiritual, supernatural and paranormal;
 - (c) assist in the development, provision, efficacy and use of natural therapies;
 - (d) establish and assist in the formation of a training and development faculty;
 - (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 for the Mind, Body and Spirit;
 - (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.

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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 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 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 imply regardless of race, colour, creed, sex or place of birth.

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

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

Part 2 Membership

2 Membership generally

(1) A [natural] person is eligible to apply for membership in accordance with Clause 3.

(2) A group or organisation may apply for membership on condition the group or organisation nominates a Representative who complies with Section (1) of this clause, and they have applied in accordance with Clause 3. A group or organisation member under this clause is considered as a single member being the nominated representative.

(3) The Board may determine a Policy that provides for a number of types and conditions of membership.

3 Nomination for membership

(1) A nomination for membership of the Alliance:

- (a) must be made by an applicant in writing in the Alliance format used for this purpose, and
- (b) must be lodged with the secretary, and may also include all or some payments required in clause 3(3)(a),
- (c) the application shall be lodged by electronic means approved by the Board.

(2) As soon as practicable after receiving an application for membership, the secretary must refer the application to the Board to determine whether to approve or to decline the application.

(3) As soon as practicable after the Board makes that determination, the secretary without showing cause must notify the nominee, in writing, if the Board has declined the application, and

(a) if the Board does not decline the nomination, require the applicant to pay (within the period of 28 days after receipt by the applicant of this notification) the sum payable under this constitution by a member as an application fee and annual subscription or part thereof including any other levy determined by the Board, as yet unpaid.

(b) if the Board declined the application and the applicant had previously paid the annual subscription fee and levy, which is to be refunded. The application fee is to be withheld.

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(4) The secretary must, on full payment by the applicant of the amounts referred to in subclause (3) (b) within the period referred to in that provision, enter or cause to be entered the applicant's name in the register of members and on the name being so entered, the applicant 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, 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 or Organisation member indicating a change of their nominated 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 Board 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 must 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 must 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 particular, if any, about that member.
- (2) The register of members, in electronic or hard copy form, must 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 must be held in a safe and secure location,
- (3) The register of members must 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 only their own membership 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.
- (5) If a member requests any information contained in the register about another member, that information shall not be made available and must be kept confidential.
- (6) A member must not use information about a person obtained from the register 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.

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8 Fees and subscriptions

- (1) A member must, on application 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 must 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 a period of 6 months a new Application for Membership must 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, must 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 determine 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 of the 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 prior to such nomination.
- (9) Should a member be subject to discipline action under this constitution, the member forfeits any fees and subscriptions paid for the remaining portion of the current financial year of membership and insurance.

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 members file

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 a provision or provisions of this constitution, or
 - (b) has wilfully acted in a manner prejudicial to the interests or Code of Conduct of the Alliance,
- (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) must cause notice of the complaint to be served on the member/s concerned, and
 - (b) must 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

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- (4) The Mediation Panel,
 - (a) must 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 of the Mediation Panel to ignore, expel, suspend or restrict a member, the secretary must, 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 or restriction does not take effect:
 - (a) until the expiration of the period within which the member is entitled to appeal against the resolution concerned, 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.
- (8) Should a member be suspended or expelled under this constitution, the member forfeits any entitlement to benefits and insurance for the remaining portion of the current financial year of membership.

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 must 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 Mediation Panel Chair and the member must be given the opportunity to state their respective cases orally, electronically or in writing, or both, and
 - (c) the Board members present, being at least 3 in number, are to vote on the question of whether a motion to support the Mediators 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.

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, Committee or Team member duly elected by the members or appointed by the Board.

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14 Composition and membership of the Board

- (1) The Board will consist of:
 - (a) Executive Team - each of whom is to be appointed by the Board;
 - (b) 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 shall consist of:
 - (a) Managing Director, (MD);
 - (b) Deputy Manager (DM),
 - (c) Executive Treasurer (ET);
 - (d) Executive Secretary (ES);
 - (e) Chair (BC), if and when required
- (4) The Non-Executive members of the Board may consist of:
 - (a) Branch Managers, as required and when appointed
 - (b) Alliance Officers, as required and when appointed
- (5) The Ordinary members of the Board consist of:
 - (a) Representatives of the members, as required and annually elected by the members at the AGM.
- (6) Each appointed and elected member of the Board 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 Board 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 Board member may hold office.

15 Election of Ordinary Members on the Board.

- (1) Nominations of candidates for election as an Ordinary Member of the Board:
 - (a) must be made in writing or by electronic means, supported by 2 financial members and accepted by the written consent of the candidate on the same document, and must 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.
 - (b) nominations may be accepted from the voting members at a meeting, as determined by the chair.
- (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 must be financial.

16 Executive Secretary of the Board

- (1) The Executive Secretary must, 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 and all Committees, if any; and
 - (b) the names of members present at each meeting of the Board, and
 - (c) the minutes of proceedings at all meetings of the Board.
- (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 must 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.

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(6) the Secretary may request for one or more Assistants, subject to Board approval

17 Executive Treasurer of the Board

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 once approved, and
- (2) (a) that correct books and accounts are kept showing the general and specific accounts and financial affairs of the Alliance, including full details of all receipts and expenditure excluding all fundraising and associated activities
(b) that correct 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 or any Sub-Committee.
- (5) that an Audit Report is presented at the Board meeting prior to the Annual General Meeting
- (6) the treasurer is to present the Annual Financial Statement of the Alliance at the Annual General Meeting.
- (7) the treasurer shall move the motion to accept the Annual Report
- (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, Committee or Team, 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.

19 Removal of a Member of the Board

- (1) The Board may by a special resolution and secret ballot remove a Non-Executive 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 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 must 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.

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- (3) Oral or written notice of a meeting of the Board must 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) must specify the agenda and general nature of the business to be transacted at the meeting.
- (5) Any 4 members of the Board constitute a quorum for the transaction of the business of a meeting.
- (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 Branches, Committees or Team 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 Team under this clause may, while the delegation remains unrevoked, be exercised from time to time by the Branch, Committee or Team 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 committee or branch 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 Board, Committee or Team may meet and adjourn as it thinks proper, subject to Clause 20 (1).
- (8) The rules of management of a delegated committee or board shall be specified as By-Laws under Clause (5)
- (9) It is the duty of the treasurer of the delegated Board, Committee or Team to ensure:
 - (a) that all money due to the committee or board is collected and received and that all payments authorised by the Alliance are made promptly once approved, and
 - (b) (i) that correct books and accounts are kept showing the general and specific accounts and financial affairs of the committee or board, including full details of all receipts and expenditure excluding fundraising and associated activities
 - (ii) that correct books and accounts are kept showing full details of all receipts and expenditure connected with fundraising and associated activities.
- (c) that all money collected by the committee or board is promptly presented to the Alliance Treasurer including a balance financial report of that activity for presentation at the following Board meeting.
- (10) The Executive members of the Board are ex-officio members of every Branch, Committee and Team and hold voting rights in each case.

22 Voting, Decisions and Conflicts of Interest

- (1) Questions arising at a meeting of the Board are to be determined by a majority of the votes of eligible members present at the meeting. Proxy votes are not accepted, unless the Board approves in each case.

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- (2) Each eligible adult member present at a meeting of the Board is entitled to one vote only but, in the event of an equality of votes on any question, the Chair must exercise a second or casting vote to the negative.
- (3) Subject to clause 20 (5), a Board may act despite any vacancy.
- (4) 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.
- (5) Any question arising at a Board, Branch, Committee or Team meeting that refers to a person involved in the matter, be they a member or not shall be determined by a secret ballot.
- (6) A Board, Branch, Committee or Team member must 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 must 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 must be specified as such in the notice convening it.

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) must state the purpose/s of the meeting, and
 - (b) must be signed by all the members making the request, and
 - (c) must 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) must 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.

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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 must, 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 must, 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 may give notice in writing of that business to the secretary who must include that business in the next notice calling a general meeting given after receipt of the notice from the member.

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 must 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.

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 the members present must 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.

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(2) If a general meeting is adjourned for 14 days or more, the secretary must 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.

31 Special resolutions

(1) Special resolution requires the support of at least 75% of eligible members present

- (a) To change the Constitution; 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 must 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.

(4) A member is not entitled to vote whilst on probation or suspension for a discipline matter.

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;
- (b) For the benefit of members.

(2). The Alliance may include an administration surcharge on members for this benefit, as the Board determines.

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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 must be deposited as soon as practicable and without deduction to the credit of the Alliance's banking institution.
- (3) The Alliance must, as soon as practicable after receiving any money by any means, issue a receipt.
- (4) A Branch, Committee or Team must, as soon as practicable after receiving any money by any means, issue a receipt and then deposit without deduction 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 aims and objectives 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 must 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 Executive Treasurer.
- (5) All funds raised by Fund-raising including costs, shall be noted in dedicated Balance Sheets and Records.

38 Change of Policy

- (1) Any recommendation to formulate or edit a Policy requires a Special resolution of and by the Board.
- (2) Any recommendation to the Board to change the Terms of Reference of a Branch, Committee or Team is to be made by a Member Representative or relevant Manager.

39 Custody of books etc.

- (1) Except as otherwise provided by this constitution, the Executive Secretary must 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) must be kept in the custody or under the control of the secretary, assistant secretary or such other person appointed by the Board.
- (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.
- (4) The records of activities, including all confidential and copyright material of the Alliance shall be kept for historical purposes unless the Board determines otherwise.
- (5) The Board may determine if documents are –
 - (a) Confidential;
 - (b) Copyright;
 - (c) Secret and Sealed;
 - (d) Reference material;
 - (e) To be destroyed;
 - (f) To be circulated.

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 and Section 39(5) of this constitution:
 - (a) records, books and other financial documents of the Alliance,
 - (b) this constitution,
 - (c) minutes of Board, Branch, Committee and Team meetings;

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- (d) a member may inspect the personal details of only their own membership.
- (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 directly or indirectly, in kind or otherwise, to its members or any other person or organisation, 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) provides a reasonable allowance to a member to carry out the authorised purposes of the Alliance.
- (2) The Alliance must 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 third party.

44 Winding Up

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

- (1) Any outstanding debts owed to the Alliance must 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, must 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 must be made by a special resolution of remaining eligible members at or before the time of winding up.

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45 Policies and Guidelines

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

- (a) Policies, Codes, Manuals, Guidelines and By-Laws, etc.; and
- (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.

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.

The Alliance may establish a Faculty of Education for the purposes of providing Training and Accreditation based on these Guidelines.

47 Health and Safety

The Alliance may from time to time -

- (a) produce, prepare, refine and provide Natural Therapies, Traditional and Complimentary Medicine.
- (b) arrange the provision of these services to members by certified and approved third parties
- (c) produce a Directory of the Efficacy of Natural Therapies provided by the Alliance and its members
- (d) produce and prepare Guidelines for workplace health and safety;
- (e) produce and prepare Guidelines for Risk Management for all Alliance activities.

The Alliance may establish an Academy of Health for the purposes of advancing the knowledge and application of Natural Therapies and Safety Management.

48 Quality and Regulation

The Alliance may from time to time instigate relevant requirements for the -

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