

## Constitution

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The International Nepal Fellowship (Australia)  
Limited

### Change History

29/01/2008: New Constitution adopted at  
Extraordinary General Meeting.

25/10/2012: changes to sections 12b; 12h;  
13.1; and 15.1 to introduce terms of service for  
Members and Directors. Changes approved at  
AGM

24/06/13: correction to section 12b. Change  
approved at meeting of INF Australia Council.

12/02/16: update winding-up clause (section  
10) to comply with ATO requirements for DGR;  
change reference from 'INF Australia National  
Council' to 'INF Australia Board'. Change  
approved by INF Australia Board

The logo for Freehills, featuring the word "Freehills" in a serif font with a horizontal line underneath.

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**The International Nepal Fellowship (Australia) Limited**  
**A company limited by guarantee**

**1 Company's name**

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The name of the company is The International Nepal Fellowship (Australia) Limited.

**2 Company's objects**

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The objects of the Company are to:

- (a) enable Christians to serve the Lord Jesus Christ amongst Nepali and peoples of other developing countries and to uphold and strengthen the church in Australia, Nepal and other developing countries;
- (b) relieve persons in Nepal, India and other developing countries who are in need by reasons of poverty, sickness or distress in such ways as the company may from time to time determine including supporting the work of Christian relief and development agencies;
- (c) to educate the Australian public, media, and parliamentarians on the state of human poverty in Nepal and other developing countries; and
- (d) to set up a public fund The International Nepal Fellowship (Australia) Relief Fund under this Constitution for the specific purpose of relieving poverty, sickness and distress in Nepal and other developing countries.

**3 Statement of Faith**

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The Company's Statement of Faith is belief in the following

- (a) The divine inspiration and entire trustworthiness of Holy Scripture and its supreme authority in all matters of faith and conduct.
- (b) The unity of the Father, Son and Holy Spirit in the Godhead and the sovereignty of God in creation, revelation, redemption and final judgement.
- (c) The sinfulness and guilt of all men since the Fall, rendering them subject to God's wrath and condemnation.
- (d) Redemption from sin and its consequences solely through the sacrificial death of the Lord Jesus, the incarnate Son of God.
- (e) The bodily resurrection of the Lord Jesus Christ from the dead, and His ascension to the right hand of God the Father.
- (f) The necessity of the work of the Holy Spirit to make the death of Christ effective to the individual sinner, granting him repentance towards God and faith in Jesus Christ.
- (g) The justification of the sinner by the grace of God through faith alone.
- (h) The indwelling and working of the Holy Spirit in the Christian believer.

- (i) The one Church throughout the world which is the Body of Christ, and to which all true Christians belong.
- (j) Everlasting life for Christians and the expectation of the personal return of the Lord Jesus Christ.

## 4 Company's powers

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Solely for the purpose of carrying out the company's objects, the company may:

- (a) by personal or public appeals or otherwise procure contributions by way of gifts (by will or otherwise), grants, sponsorships or otherwise;
- (b) provide funds or other material benefits by way of grant or otherwise;
- (c) accept and hold funds or property of any kind on or for any charitable objects or purposes specified or to be specified by any person or to be selected by the directors from a class of trusts, objects or purposes specified by any person;
- (d) accept and undertake trusteeship, administration and management of trusts and funds, whether as trustee or as agent for the trustee or otherwise, and charge and accept fees, commission or other remuneration for doing so;
- (e) purchase, take on lease or in exchange, hire or otherwise acquire real or personal property, and any rights or privileges;
- (f) control, manage, lease, exchange, mortgage, charge, sell, transfer, surrender, dispose of, develop, carry on business or otherwise deal with any real or personal property of any kind or any estate or interest in that property;
- (g) invest, deal with and lend money and otherwise provide financial accommodation to, and guarantee or otherwise secure loans to, charitable objects or purposes;
- (h) construct, improve, maintain, develop, work, manage and control real or personal property;
- (i) enter into contracts and deeds;
- (j) appoint an attorney or agent with the powers (including the power to sub-delegate) and on the terms the company thinks fit, and procure registration or recognition of the company in any other country or place;
- (k) enter into arrangements with any government or authority, and obtain from any government or authority any right, privilege or concession;
- (l) engage, dismiss or suspend any employee, agent, contractor or professional person;
- (m) borrow, raise or secure the payment of money and secure the repayment or performance of any debt, liability, contract, guarantee or other engagement in any way and, in particular, by mortgage, charge or overdraft or by the issue of debentures or debenture stock (perpetual or otherwise) charged on all or any of the company's property (both present and future) and purchase, redeem or pay off those securities;
- (n) make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments;
- (o) print and publish newspapers, periodicals, books or leaflets or otherwise publish information in hard copy or by electronic means;
- (p) accept any gift of property, whether subject to any special trust or not;
- (q) appoint patrons of the company;
- (r) make donations for charitable purposes;

- (s) decline or otherwise refuse to accept any gift (by will or otherwise), donation, settlement or other disposition of money or property;
- (t) co-ordinate and arrange conferences, meetings, standing committees and commissions and other forums; and
- (u) do all other things that are incidental or conducive to doing so.

## 5 Additional powers

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The company has the powers set out in the Act but only to the extent necessary or convenient to carry out, or incidental to carrying out, the company's objects.

## 6 Income and property

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The company's income and property must be applied solely towards promoting the company's objects. No part of the income or property may be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus, fee or otherwise, to any of the members or directors. However, this rule 6 does not prohibit making a payment approved by the directors for:

- (a) out-of-pocket expenses incurred by a director in performing a duty as a director of the company where the payments do not exceed an amount previously approved by the INF Australia Board; or
- (b) a service rendered to the company by a member of the INF Australia Board in a professional or technical capacity or as an employee, other than in the capacity as a director of the company, where:
  - (1) the provision of the service has the prior approval of the INF Australia Board; and
  - (2) the amount payable is approved by a resolution of the INF Australia Board and is not more than an amount which commercially would be reasonable payment for the service;or prohibit payment:
- (c) in good faith to any member for goods supplied in the ordinary and usual course of business;
- (d) in good faith to any employee of the Company or to any member or other person in return for any services actually rendered to the Company;
- (e) to members of interest on any money borrowed from such members for the purpose of the Company at a rate not exceeding the lowest rate paid for the time being by the Company's principal bank in New South Wales in respect of term deposits of \$50,000.00 for six months;
- (f) of reasonable and proper interest on money borrowed from a member; or
- (g) of reasonable and proper rent for premises let by any member to the company, or indemnification of, or payment of premiums on contracts of insurance for, any director to the extent permitted by law and this constitution.

## 7 Liability of members

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The liability of the members is limited.

## 8 Guarantee by members

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Every member undertakes to contribute an amount not more than \$10.00 to the property of the company if it is wound up while the person is a member or within one year after the person ceases to be a member, for:

- (a) payment of the company's debts and liabilities contracted before the time he or she ceased to be a member;
- (b) the costs, charges and expenses of winding up; and
- (c) the adjustment of the rights of the contributories among themselves.

## 9 Establishment and operation of International Nepal Fellowship (Australia) Relief Fund

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### 9.1 Maintaining the Fund

The company must maintain for its objects a fund (**the Fund**):

- (a) to which gifts of money or property for those objects are to be made;
- (b) to which any money received by the company because of those gifts is to be credited; and
- (c) that does not receive any other money or property.

The general public will be invited to make gifts to the Fund for the purpose of carrying out the objects of the Fund.

### 9.2 Limits on use of the Fund

The company must use the following only for its objects:

- (a) gifts made to the Fund; and
- (b) any money received because of those gifts.

### 9.3 Fund Account

An account called INF (Aust) Relief Fund will be established to receive all gifts received by the Fund which must only include:

- (a) any money or property which is a gift to the Fund; or
- (b) money or property received because of 9.3(a) above including, without limitation, interest received on any monies in the account.

This account will be distinguishable in name from the other accounts held by the Company.

## 9.4 Receipts

All receipts for gifts to the Fund must contain the following:

- (a) the name of the Fund on behalf of the Company;
- (b) that the receipt is for a gift; and
- (c) the Australian Business Number for the Company.

## 9.5 Management Committee

The Fund will be managed by a committee of members nominated by the INF Australia Board. The INF Australia Board will ensure that the committee consists of a majority of persons who have a degree of responsibility to the general community by reason of their occupation or standing in the community.

## 9.6 Winding up the Fund

- (a) At the first occurrence of:
  - (1) the winding up of the Fund; or
  - (2) the company ceasing to be endorsed as a deductible gift recipient under Subdivision 30-BA of ITAA 97,any surplus assets of the Fund must be transferred to a fund, authority or institution:
  - (3) which is charitable at law;
  - (4) whose constitution prohibits distributions or payments to its members and directors (if any) to an extent at least as great as is outlined in rule 6; and
  - (5) gifts to which are deductible under Division 30 of ITAA 97.
- (b) The identity of the fund, authority or institution must be decided by the directors.
- (c) Where gifts to a fund, authority or institution are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B are satisfied, a transfer under this rule to that fund, authority or institution must be made in accordance with or subject to those conditions.

## 9.7 Notice to Australian Tax Office

The INF Australia Board will notify the Australian Tax Office of any alterations made to this rule 9 or to the objects of the Company as outlined in rule 2.

# 10 Winding up

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- (a) If the Company is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following assets shall be transferred to another organisation with similar objects, which is charitable at law, to which income tax deductible gifts can be made, and whose constitution prohibits distributions or payments to its members and directors (if any) to an extent at least as great as is outlined in rule 6:
  - gifts of money or property for the principal purpose of the organisation
  - contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation
  - money received by the organisation because of such gifts and contributions.



- (b) The identity of the fund, authority or institution referred to in rule 10(a) must be decided by the members by ordinary resolution at or before the time of winding up or dissolution of the company and, if the members cannot decide, by the Supreme Court of the State.

## 11 Altering this constitution

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The company must notify the Commissioner of the passing of a special resolution making a material alteration to, or materially affecting, the Constitution except an alteration necessary to enable the company to comply with the fundraising or collections legislation of any State or Territory of Australia.

## 12 Membership

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- (a) The number of members must not exceed 500 but the INF Australia Board may register an increase of members.
- (b) A member of the Company is a suitable person who is appointed as a member by the INF Australia Board;
- (c) The INF Australia Board may elect as a member of the Company any person who:
- (1) consents in writing to being a member; and
  - (2) signs a commitment to the Company's Objects and to the Statement of Faith.
- (d) At the time of incorporation, all members are ordinary members.
- (e) Additional categories of members may be created from time to time by the INF Australia Board.
- (f) Any natural person who is not less than 18 years of age at the date of application may apply for ordinary membership of the Company.
- (g) An application for membership must be in writing in a form approved by the INF Australia Board.
- (h) As soon as practicable after the Company receives an application for membership which satisfies the requirements of this Constitution:
- (1) the Company must notify the applicant of admission in writing; and
  - (2) the name and details of the applicant must be entered in the Register.
- (i) The initial period of membership shall be 5 years from the date of admission as a member unless terminated pursuant to rule 13. If the member renewed their membership in accordance with rule 12(j), the further period of membership shall be the period from the date of renewal thereafter unless terminated pursuant to rule 13.
- (j) The member is entitled to renew membership after the expiry of the initial period of 5 years as a member if the member:
- (1) remains eligible to be a member; and
  - (2) submits an application for membership renewal and any supporting documents in a form determined by the INF Australia Board from time to time not later than 10 days after the date on which the initial period of membership would have expired."

## 13 When membership ceases

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### 13.1 Death, resignation and other events

A person immediately ceases to be a member if the person:

- (a) dies;
- (b) resigns as a member by giving written notice to the company;
- (c) becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under a law relating to mental health;
- (d) becomes bankrupt or insolvent or makes any arrangement or composition with his or her creditors;
- (e) is expelled under rule 13.2; or
- (f) becomes, if the directors so decide in their absolute discretion, an untraceable member because the person has ceased to reside at, attend or otherwise communicate with his or her registered address.
- (g) Fails to renew membership in accordance with rule 12(i).

### 13.2 Expulsion

The INF Australia Board may by resolution of at least three-quarters of its members expel a member from the company if the member:

- (a) wilfully refuses or neglects to comply with the provisions of this Constitution; or
- (b) in the INF Australia Board's opinion ceases:
  - (1) to have an active interest in the Company; or
  - (2) to be committed to the Company's Objects and to the Statement of Faith.
- (c) If the INF Australia Board intends to propose a resolution under rule 13.2, at least one week before the meeting at which the resolution is to be proposed, they must give the member written notice:
  - (1) stating the date, place and time of the INF Australia Board meeting;
  - (2) setting out the intended resolution and the grounds on which it is based; and
  - (3) informing the member that he or she may attend the meeting and may give an oral or written explanation or submission before the resolution is put to the vote.

## 14 General meetings

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### 14.1 Calling general meetings

- (a) The INF Australia Board may call and arrange to hold a general meeting whenever they think fit.
- (b) The INF Australia Board must convene in every calendar year a general meeting, to be called the annual general meeting, which is to be held at such time as may be determined by the INF Australia Board.
- (c) A member may requisition, convene, or join in requisitioning or convening a general meeting in accordance with the Corporations Law.

## 14.2 Notice of general meetings

- (a) At least 21 days' notice of every general meeting must be given in any manner authorised by rule 18 to:
- (1) every member entitled to vote, except a member who has not supplied the company with an address in Australia for giving notices;
  - (2) each director; and
  - (3) the auditor.
- No other person is entitled to receive notice of general meetings.
- (b) A notice of a general meeting must:
- (1) specify the date, time and place of the meeting; and
  - (2) except as provided by the Act, state the general nature of the business to be transacted at the meeting.
- (c) A person may waive notice of a general meeting by written notice to the company.
- (d) The non-receipt of notice of a general meeting or proxy form by, or a failure to give notice of a general meeting or a proxy form to, any person entitled to receive notice of a general meeting under this rule 14.2 does not invalidate any thing done or resolution passed at the general meeting if:
- (1) the non-receipt or failure occurred by accident or error; or
  - (2) before or after the meeting, the person has waived or waives notice of that meeting under rule 14.2(c), or has notified or notifies the company of the person's agreement to that thing or resolution by written notice to the company.
- (e) A person's attendance at a general meeting waives any objection that person may have to:
- (1) a failure to give notice, or the giving of a defective notice, of the meeting unless, at the beginning of the meeting, the person objects to the holding of the meeting; and
  - (2) the consideration of a particular matter at the meeting which is not within the business referred to in the notice of the meeting, unless the person objects to considering the matter when it is presented.
- (f) The INF Australia Board may postpone or cancel any general meeting whenever it thinks fit, other than a meeting convened under 14.1(c) above.
- (g) The INF Australia Board must give notice of the postponement or cancellation to all members.

## 14.3 Quorum at general meetings

- (a) No business may be transacted at a general meeting, except the election of a chairperson and the adjournment of the meeting, unless a quorum of members is present when the meeting proceeds to business.
- (1) A quorum consists of no fewer than four members entitled to vote and present at the meeting.
- (b) If a quorum is not present within 30 minutes after the time appointed for a general meeting where the meeting was convened on the requisition of members, the meeting must be dissolved, or in any other case:
- (1) the meeting stands adjourned to the same time and place 7 days after the meeting, or to another day, time and place determined by the INF Australia Board; and

- (2) if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, a quorum is two members.

#### **14.4 Chairperson of general meetings**

The chairperson of the INF Australia Board, or in the Chairperson's absence, the Deputy Chairperson, presides as Chairperson at every general meeting. If neither of such officers is present within 10 minutes after the time appointed for the meeting, the members present must choose one of their number as Chairperson of the meeting.

#### **14.5 Conducting and adjourning general meetings**

- (a) A question arising at a general meeting relating to the order of business, procedure or conduct of the meeting must be referred to the chairperson of the meeting, whose decision is final.
- (b) The chairperson of a general meeting may, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting except the business left unfinished at the meeting from which the adjournment took place.
- (c) Where a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for an original meeting. If notice is required, it must be at least 21 days' notice.
- (d) Except as provided by rule 14.5(c), it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- (e) A resolution is passed at a meeting resumed after an adjournment is passed on the day it was passed.
- (f) No poll may be demanded on the question of adjournment of a meeting except by the Chairman.

#### **14.6 Voting rights**

- (a) Subject to this constitution and to any rights or restrictions attached to any class of membership, at a general meeting every member present has one vote.
- (b) A member may by notice to the Secretary appoint another member as his or her proxy to attend and vote at general meetings instead of him or her and any proxy has the same right as the member to speak at the meeting.
- (c) The notice must be in a form approved by the INF Australia Board.
- (d) The notice must be signed by the appointer or by his or her attorney.
- (e) The notice may specify the manner in which the proxy is to vote in respect of a particular resolution. Where it does so, the proxy must not vote in any other way. A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.
- (f) The notice and, if the notice is signed by the appointer's attorney, the authority under which the appointment was signed or a certified copy of the authority must be received by the Company at least 48 hours before the meeting.
- (g) If a Company meeting has been adjourned, a notice and any authority received by the company at least 48 hours before the resumption of the meeting are effective for the resumed part of the meeting.

## 14.7 Representation at general meetings

- (a) Subject to this constitution, each member entitled to vote at a meeting of members may vote:
- (1) in person or, where a member is a body corporate, by its representative;
  - (2) by proxy; or
  - (3) by attorney.
- (b) A proxy, attorney or representative may, but need not, be a member of the company.
- (c) A proxy, attorney or representative may be appointed for:
- (1) all general meetings;
  - (2) any number of general meetings; or
  - (3) a particular general meeting.
- (d) Unless otherwise provided in the instrument, an instrument appointing a proxy, attorney or representative is taken to confer authority:
- (1) to agree to a meeting being convened by shorter notice than is required by the Act or by this constitution;
  - (2) to speak to any proposed resolution on which the proxy, attorney or representative may vote;
  - (3) to demand or join in demanding a poll on any resolution on which the proxy, attorney or representative may vote;
  - (4) even though the instrument may refer to specific resolutions and may direct the proxy, attorney or representative how to vote on those resolutions, to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion, to vote on any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the meeting, and to act generally at the meeting; and
  - (5) even though the instrument may refer to a specific meeting to be held at a specified time or venue, where the meeting is rescheduled or adjourned to another time or changed to another venue, to attend and vote at the re-scheduled or adjourned meeting or at the new venue.
- (e) An instrument appointing a proxy or attorney may direct the manner in which the proxy or attorney is to vote in respect of a particular resolution. Where an instrument contains such a direction, the proxy or attorney is not entitled to vote on the proposed resolution except as directed in the instrument.
- (f) A proxy or attorney may not vote at a general meeting or adjourned meeting or on a poll unless the instrument appointing the proxy or attorney, and the authority (if any) under which the instrument is signed or a certified copy of the authority, are received in the place or at the fax number, and before the time, specified for that purpose in the notice calling the meeting. In the notice:
- (1) the place may be the company's office or another place and a fax number may be the fax number at the company's office or another fax number; and
  - (2) the time may be before the time for holding the meeting or adjourned meeting.
- (g) The directors may waive all or any of the requirements of rule 14.7(f) and in particular may, on production of any other evidence the directors require to prove the validity of the appointment of a proxy or attorney, except:
- (1) an oral appointment of a proxy or attorney; or

- (2) the deposit, tabling or production of a copy (including a copy sent by fax) of an instrument appointing a proxy or attorney, or of the power of attorney or other authority under which the instrument is signed.
- (h) A vote given in accordance with the terms of an instrument appointing a proxy or attorney is valid despite the revocation of the instrument, or of the authority under which the instrument was executed, if the company has not received written notice of revocation by the time and at the place at which the instrument appointing the proxy or attorney is required to be received under rule 14.7(f).

## 15 Management of the Company

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### 15.1 INF Australia Board

- (a) The Company's business is managed by or under the direction of the INF Australia Board which may exercise all the Company's powers which are not required by this Constitution or any law to be exercised by the Company in general meeting.
- (b) The INF Australia Board may make any rules not inconsistent with this Constitution but such rules may be altered or revoked by the Company in General Meeting.
- (c) The INF Australia Board consists of not less than six and not more than twelve Directors.
- (d) A person is not eligible for election as a Director at any General Meeting unless:
  - (1) the person or some other member has at least 28 days before the meeting left at the office a notice (endorsed with the person's consent) proposing the person for appointment as a Director (if a person is recommended by the INF Australia Board for election, such notice is not required); and
  - (2) the person is a member; and
  - (3) the person has signed a commitment to the Company's Objects and Statement of Faith.
- (e) Directors appointed to the INF Australia Board must retire following a term of 3 years after their appointment (**Term**) but may be eligible for re-election, subject to the limitation on consecutive Terms outlined in rule 15.1 (f).
- (f) Directors may be appointed for a maximum of 3 consecutive Terms, after which time, a Director must retire as Director for a period of 2 years, before being eligible for re-election.

### 15.2 Casual Vacancies on the INF Australia Board

- (a) Any casual vacancy among the Directors elected by the members must be filled by the Directors appointing a person from among the members. A Director appointed in this way holds office until the close of the next annual general meeting when that Director must retire from office but is eligible for re-election.
- (b) The INF Australia Board may act even if there are vacancies on the INF Australia Board.
- (c) If at any time the number of Directors in office is fewer than six, the INF Australia Board may meet and act only:
  - (1) to appoint a Director; or
  - (2) to elect a person as a member of the Company; or
  - (3) to convene a general meeting.

### **15.3 Defect in Appointment**

If it is discovered that:

- (a) there was a defect in the appointment of a person as a Director or member of a INF Australia Board committee; or
- (b) a person appointed to one of those positions was disqualified;

all acts of the INF Australia Board or the INF Australia Board committee before the discovery was made are as valid as if the person has been duly appointed and was not disqualified.

### **15.4 Remuneration of Directors**

The Directors may be paid all travelling and other expenses properly incurred by them in attending and returning from Directors' meeting or any committee meetings or General Meetings or otherwise in connection with the Company's business.

### **15.5 Chairman of the INF Australia Board**

- (a) At the first INF Australia Board meeting after each annual general meeting, the Directors must elect a Director as Chairman and Director as Deputy Chairman. If the Chairman or Deputy Chairman ceases to be a Director, that person must immediately vacate the office of Chairman or Deputy Chairman as the case may be.
- (b) Any casual vacancy occurring in the office of Chairman or Deputy Chairman must be filled by the Directors. The newly elected person holds office for the remainder of the term of office of the former Chairman or Deputy Chairman but is eligible for re-election.

### **15.6 Vacation of office of Director**

The office for a Director is vacated if that Director:

- (a) dies;
- (b) resigns by notice to the Company;
- (c) becomes bankrupt or makes any general arrangement or composition with his or her creditors;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (e) is absent from three consecutive meetings of the INF Australia Board without leave of the INF Australia Board;
- (f) ceases to be a member of the company;
- (g) is found guilty of any offence punishable under the criminal or company law of any country or the law of any country relating to charities or trusts; or
- (h) otherwise cease to be, or becomes prohibited from being, a Director by virtue of the Corporations Law.

### **15.7 Secrecy obligations**

Every Director and other agent or officer of the Company must keep secret all aspects of all transactions of the Company, except:

- (a) to the extent necessary to enable the person to perform his or her duties to the Company;
- (b) as required by law;

- (c) when requested to disclose information by the INF Australia Board to the Auditor or a general meeting of the Company;
- (d) as otherwise permitted by the INF Australia Board.

### **15.8 Proceedings of the INF Australia Board**

- (a) The INF Australia Board may meet together for the dispatch of business, adjourn or otherwise regulate its meetings and proceedings as it thinks fit.
- (b) A INF Australia Board meeting may be held by the Directors communicating with each other by any technological means by which they were able simultaneously to hear each other and to participate in discussion.
- (c) The Directors need not all be physically present in the same place for an INF Australia Board meeting to be held.
- (d) A Director who participates in a meeting held in accordance with this clause is deemed to be present and entitled to vote at the meeting.

### **15.9 INF Australia Board Quorum**

The quorum necessary for the transaction of business of the INF Australia Board is four.

### **15.10 Chairperson of INF Australia Board Meetings**

The Chairperson or, in his or her absence, the Deputy Chairperson must take the chair at all INF Australia Board meetings. If at any meeting neither of such officers is present within 10 minutes after the time appointed for holding the meeting, the Directors present must choose one of their number to be Chairman of the meeting,

### **15.11 Voting at INF Australia Board Meetings**

Questions arising at an INF Australia Board meeting are decided by a majority of the votes of the Directors present and voting. In case of an equality of votes, the Chairperson of the meeting has a casting vote in addition to his or her deliberative vote.

### **15.12 Convening of special INF Australia Board meetings**

Upon the written requisition of any two Directors, the Chairman, or Deputy Chairman, or in their absence the Secretary, must convene a special meeting of the INF Australia Board to be held within 14 days after the receipt of the requisition. The requisition must set out the purposes for which the meeting is required.

### **15.13 INF Australia Board resolutions without a meeting**

If:

- (a) all of the Directors assent to a document containing a statement to the effect that a thing has been done or resolution has been passed; and
- (b) the Directors who assent to the document would have constituted a quorum at a meeting of directors held to consider that thing or resolution,  
then that thing or resolution is taken as done at or passed by at a INF Australia Board meeting,
- (c) For the purposes of rule 15.13(a) and 15.13(b):
  - (1) the meeting is taken as held if the Directors assented to the document on the same day, on the day on which the document was assented to and at the time at which the document was last assented to; or



- (2) the meeting is taken as held if the Directors assented to the document on different days, on the day on which, and at the time at which, the document was last assented to;
  - (3) two or more separate documents in identical terms, each of which is assented to by one or more Directors, are taken as constituting one document; and
  - (4) a Director may signify assent to a document by signing the document or by notifying the company of the director's assent in person or by post, telephone, fax or other electronic means.
- (d) This clause applies to meetings of INF Australia Board committees as if all members of the committee were Directors.

#### **15.14 Material personal interest**

- (a) Unless permitted by the Corporations Law, a Director who has a material personal interest in a matter that is to be considered at a INF Australia Board meeting:
- (1) must not vote on the matter or be present while the matter is being considered at the meeting; and
  - (2) must not be counted in a quorum in relation to that matter.
- (b) Paragraph 15.14(a) does not apply to an interest that the Director has as a member in common with the other members.
- (c) The quorum for consideration at a INF Australia Board meeting of a matter in which one or more Directors have a material personal interest is Directors who are entitled to vote on any motion that may be moved at the meeting in relation to that matter.
- (d) Each Director must disclose to the Company any material contract in which the Director is interested, and must provide the Company with the names of the parties to the contract, particulars of the contract, and the Director's interest in the contract.
- (e) A Director's failure to make disclosure under this clause does not render void or voidable a contract in which the Director has an interest.

#### **15.15 Minutes**

The INF Australia Board must cause minutes to be made of:

- (a) the names of the Directors present at all general meetings, INF Australia Board meetings and meetings of INF Australia Board committees;
- (b) all proceedings of general meetings, INF Australia Board meetings and meetings of INF Australia Board committees;
- (c) all appointment of officers;
- (d) all orders made by the INF Australia Board and INF Australia Board committees; and
- (e) all disclosures of interests made pursuant to clause 15.14.

Minutes must be signed by the Chairperson of the meeting or by the Chairperson of the next meeting of the relevant body and if so signed are as between the members conclusive evidence of the matters stated in such minutes.

#### **15.16 Committees**

- (a) The INF Australia Board may delegate any of its powers to one or more committees consisting of the number of directors they think fit.
- (b) A committee to which any powers have been delegated must exercise the powers delegated in accordance with any directions given by the directors.

- (c) The provisions of this constitution that apply to the INF Australia Board meetings and resolutions of directors apply, so far as they can and with any necessary changes, to meetings and resolutions of a committee consisting of two or more members.

### **15.17 Secretaries**

- (a) The INF Australia Board must appoint at least one Secretary and may appoint additional secretaries, for such term and at such remuneration (if any) and upon such conditions as it thinks fit.
- (b) The INF Australia Board may remove the Secretary.

### **15.18 Seal**

- (a) The INF Australia Board must provide for the safe custody of the Seal. Subject to 15.18(b), the Seal must not be used without the authority of the INF Australia Board and in the presence of at least one Director who must sign every document to which the Seal is affixed and every such document must be countersigned by one other Director or the secretary or some other person appointed by the INF Australia Board.
- (b) Where as a matter of urgency a document is required to be under the Seal, the Chairperson or Deputy Chairperson may direct the Secretary to affix the Seal to that document and at the first opportunity the Secretary must report to the INF Australia Board the action taken.

## **16 Indemnity and insurance**

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### **16.1 Indemnity**

The company must:

- (a) indemnify; and
- (b) if requested by a person to whom this rule applies, enter into a deed indemnifying, on a full indemnity basis and to the full extent permitted by law, each person to whom this rule applies for all losses or liabilities incurred by the person as an officer of the company or of a related body corporate including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred:
- (1) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
  - (2) in connection with an application, in relation to those proceedings, in which the court grants relief to the person under the Act.

### **16.2 Extent of indemnity**

The indemnity in rule 16.1:

- (a) is a continuing obligation and is enforceable by a person to whom rule this rule applies even though that person has ceased to be an officer of the company or of a related body corporate; and
- (b) operates only to the extent that the loss or liability is not covered by insurance.

### **16.3 Insurance**

The company may, to the extent permitted by law:

- (a) purchase and maintain insurance; or
- (b) pay or agree to pay a premium for insurance,  
for any person to whom this rule 16.3 applies against any liability incurred by the person as an officer of the company or of a related body corporate including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred in defending proceedings, whether civil or criminal and whatever their outcome.

#### **16.4 Savings**

Nothing in rules 16.1 or 16.3:

- (a) affects any other right or remedy that a person to whom those rules apply may have in respect of any loss or liability referred to in those rules; or
- (b) limits the capacity of the company to indemnify or provide insurance for any person to whom those rules do not apply.

## **17 Auditor**

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The company must appoint a properly qualified auditor whose duties will be regulated in accordance with the Act.

## **18 Notices**

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### **18.1 How notices may be given**

A notice may be given by the company to a member by:

- (a) delivering it to the member personally;
- (b) sending it to the member's fax number or electronic address, if the member has nominated one to the company for receipt of notices; or
- (c) posting it by prepaid post to the member's registered address.

### **18.2 When taken as given**

A notice is taken as given by the company and received by the member:

- (a) if delivered, at the time of delivery;
- (b) if faxed, when the company receives a confirmation report that all pages of the fax have been transmitted to the member's fax number, but if transmission or receipt is after 5.00pm, it is taken as received on the next business day;
- (c) if sent electronically, on the next business day; and
- (d) if posted, on the second business day after it was posted.

### **18.3 When member has no registered address**

If one or more members do not have a registered address in Australia, a notice addressed to the member or members and advertised in a daily national newspaper is taken to be duly given to the member or members at midday on the day on which the advertisement appears.



## 19 Definitions and interpretation

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### 19.1 Definitions

The meanings of the terms used in this constitution are set out below.

<b>Term</b>	<b>Meaning</b>
<b>Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>auditor</b>	the auditor of the company.
<b>business day</b>	a day on which the major trading banks are open for business in New South Wales, except a Saturday, Sunday or public holiday.
<b>Commissioner</b>	the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of ITAA 97.
<b>company</b>	The International Nepal Fellowship (Australia) Limited.
<b>company's office</b>	the company's registered office.
<b>Director</b>	a member of the INF Australia Board.
<b>developing countries</b>	The countries from time to time declared by the Minister for Foreign Affairs of the Australian Government as developing countries for the purposes of section 30-85 of the ITAA 97.
<b>Directors</b>	the company's board of Directors.
<b>ITAA 97</b>	the <i>Income Tax Assessment Act 1997</i> (Cth).
<b>member</b>	a member of the company as shown on the Company's register of members.
<b>INF Australia Board</b>	the body responsible for managing the Company.
<b>register</b>	the Company's register of members.
<b>registered address</b>	a member's address as notified to the company by the member and recorded in the company's records.
<b>seal</b>	the Company's Common Seal.
<b>secretary</b>	a person appointed to perform the duties of a secretary of the company and includes an honorary secretary.

## 19.2 Interpretation

In this constitution unless the context requires otherwise:

- (a) references to notices include formal notices of meeting and all documents and other communications from the company to its members;
- (b) a reference to any legislation or a provision of any legislation includes any amendment to that legislation or provision, any consolidation or replacement of that legislation or provision and any subordinate legislation made under that legislation;
- (c) a reference to a member present at a general meeting is a reference to a member present in person or by proxy, attorney or representative;
- (d) a reference to writing and written includes printing, lithography and other ways of representing or reproducing words in a visible form; and
- (e) the singular (including defined terms) includes the plural and the plural includes the singular.

## 19.3 Headings

Headings are used for convenience only and do not affect the interpretation of this constitution.

## 20 Application of the Act

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### 20.1 What parts of the Act apply

Unless the contrary intention appears:

- (a) an expression used in a rule that deals with a matter dealt with by a provision of the Act has the same meaning as in that provision; and
- (b) subject to rule 20.1(a), an expression in a rule that has a defined meaning for the purposes of the Act has the same meaning as in the Act.

### 20.2 Replaceable rules displaced

- (a) The provisions of this constitution displace each provision of a section or subsection of the Act that applies (or would apply but for this rule) to the company.
- (b) The replaceable rules do not apply to the company except those which operate as mandatory rules for public companies under the Act.