



**CONSTITUTION OF  
AUSTRALIAN NATIONAL IMAMS COUNCIL**

(A Company Limited by Guarantee)

ACN 122 669 318



## PREAMBLE

### **Bismillah al-Rahman al-Rahim**

“In the name of God, the Most Gracious, the Most Merciful”.

*Whereas, we, the members of the Australian National Imams Council Limited, do hereby adopt and give ourselves this Constitution and pledge to abide by its provisions. These By-laws (referred to as the “**Constitution**”) govern the affairs of the Australian National Imams Council Limited as per the teachings of the Quran and Sunnah of Prophet Muhammad (SAW) and the practices of the Sunni school of legal thought (Ahlu Sunnah Wa Jama’a).*

*This will be a company limited by guarantee organised under the Corporations Act 2001. No part of this Constitution shall be in violation of the Corporations Act 2001.*

## VISION AND MISSION

The Vision of the Australian National Imams Council (ANIC) is to be an exemplary and unifying organisation of Imams, Shaykhas and Islamic scholars in Australia that contributes to the betterment of the Muslim community and wider Australian society.

The mission of ANIC is to provide religious leadership and services to the Muslim community of Australia by supporting Muslim communities, developing educational, social and outreach programs and fostering good relations with other religious communities and wider Australian society, civic and service organisations.



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## 1. Preliminary

### 1.1. Exclusion of Replaceable Rules

The replaceable rules contained in the *Corporations Act 2001* (Cth) do not apply to the Company.

### 1.2. Definitions and Interpretation

In this Constitution:

- **Act** means the *Corporations Act 2001* (Commonwealth).
- **Annual General Meeting** means the Annual General Meeting of the State Imams Council or the Annual General Meeting of the Federal Imams Council as provided in this Constitution.
- **Appeal Authority** means the Federal Board or the Fatwa Council or an impartial panel appointed by Federal Board or the Fatwa Council.
- **Applicant** means a person who wishes to apply for membership of the Company.
- **Application** means the application form for membership in the Company, the contents of which may be determined by the Federal Board from time to time, similar to the form per Schedule A.
- **Australian Fatwa Council** means the council of religious scholars whose role is defined under **clause 18** of the Constitution.
- **Chairman** means a Member of the Company who is appointed as a chairman of the General Meeting, pursuant to **clause 7.4 (a)** hereunder.
- **Charged Member** means a Member against whom an allegation has been made which may lead to the Disciplinary action against that Member.
- **Company** means the Australian National Imams Council Limited Ltd (ACN 122 669 318).
- **Director or Directors** mean the directors of the Company, appointed pursuant to **clause 8.4**.
- **Disciplinary action** means, in relation to a Charged Member, any type or form of penalty or sanction, financial or otherwise, imposed by the Federal Board or the Company, including the suspension or expulsion of that Charged Member.
- **Extraordinary Meeting** means a meeting of the Members that is convened pursuant to **clause 7.1** of the Constitution.
- **Federal Board** means the board of Directors of the Company.
- **Financial Member** means a Member who has paid, by the relevant due date, the membership Fees and all other sums owed by that Member to the Company.
- **General Meeting** refers to Annual General Meeting of the Company and/or Extraordinary Meeting of the Members of the Company.
- **Grand Mufti of Australia** refers to the person appointed to the position of Grand Mufti of Australia in accordance with **clause 17** of the Constitution.
- **Imam** means a male who has obtained the required qualifications as per **clause 5.1** hereunder.
- **Islam** means the religious faith of Muslims, including belief in Allah as the sole deity, in Muhammad as His last prophet and in the Quran, the word of Allah and the last holy book



revealed by Allah.

- **Member** means a member of the Company who entered the Register of Members pursuant **clause 3.1 (b)**. The term Member includes Individual Member and Associate Member as defined in **clause 3.1 (c) and clause 3.1 (d)** respectively. A Member refers to:
  - (a) an Imam who is a male Member of the Company; and
  - (b) a Shaykhah who is a female Member of the Company.
- **Membership Fee** means the annual fee set by the Federal Board from time to time, which a Member is to pay for continued membership in the Company.
- **Mufti Election Meeting** means the meetings specifically convened to hold the election of the Grand Mufti of Australia.
- **President** means a Director of the Company appointed to the office of President of the Federal Board of Directors, pursuant to **clause 8.5** of the Constitution.
- **Probation Period** means the period of time noted in **clause 5.5**.
- **Register** means the Register of Members of the Company.
- **Related Body Corporate** means the definition in section 50 of the *Corporation Act (Cth) 2001*.
- **Seal** means the common seal of the Company (if any).
- **Schedule A** means the schedule annexed to this Constitution.
- **Secretary** means the Secretary of the Federal Board of Directors elected pursuant to **clause 8.4** of the Constitution.
- **Service Address** means the address nominated by a Member for the purpose of receiving notices from the Company.
- **Shaykhah** means a female who has obtained the required qualifications as per **clause 5.1** hereunder.
- **Special Resolution** in relation to a Members meeting, means a resolution approved by the Members of not less than 75% of the Members present and entitled to vote at a General meeting duly convened at which a quorum is present.
- **Special Resolution of the Federal Board or of the State Board of directors** in relation to a board meeting, means a resolution approved by not less than 75% in the number of those directors present and entitled to vote at a duly convened and held board meeting at which a quorum is present.
- **State or States** means any one or all of the States and territories of Australia:
  - (a) New South Wales;
  - (b) Queensland;
  - (c) South Australia;
  - (d) Tasmania;
  - (e) Victoria;
  - (f) Western Australia;
  - (g) Australian Capital Territory; and
  - (h) Northern Territory.



- **State Committee of Representatives** means a committee of Members elected pursuant to **clause 4.3** to represent a State Imam Council in and hold offices on Federal Board pursuant to **clause 8.2(e)**.
- **State Board** means the board of the directors of a State Imams Council, appointed pursuant to **clause 4.3** hereunder.
- **State Imams Council or State Imams Councils** means the council of a State or councils of several States, that are part of the Company and comprise of its local Imams and Shaykhas who are also Members of the Company.
- **Tax Act** means the *Income Tax Assessment Act 1997* (Commonwealth).
- **Vice President** means a Director of the Company appointed to the office of vice-president of the Federal Board of Directors, pursuant to **clause 8.5** of the Constitution.

### 1.3. Interpretation

In this Constitution, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Constitution, and a reference to this Constitution includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to eastern standard time in Australia;
- (g) a reference to a party is to a party to this Constitution, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Constitution or any part of it;
- (m) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
- (n) headings are for ease of reference only and do not affect interpretation; and



- (o) the Schedules to this Constitution form part of this Constitution and parties shall observe and perform the terms and conditions set out in the Schedules as may be applicable to each of them.

## 2. Objects of Company

The purposes and objectives of the Company are to:

- (a) operate as an umbrella organisation to unify all of the Imams and Shaykhas in Australia;
- (b) promote the practice and advancement of the Islamic faith in Australia;
- (c) provide information to Muslims and non-Muslims about the Islamic faith;
- (d) promote, maintain and apply the Islamic faith for the peaceful co-existence of Muslims in Australia and their contribution to the development of civil society;
- (e) preserve, promote and safeguard the welfare of Muslims in the practice of Islam in Australia;
- (f) promote tolerance in a multi-faith, multi-ethnic and multicultural society;
- (g) promote a better understanding of Islam in Australia, in particular among Muslims in Australia;
- (h) establish and operate a Halal Certifying Authority and actively participate in the halal industry in Australia and overseas.
- (i) establish and operate a dispute resolution service to provide mediation and arbitration services to Muslims in Australia.
- (j) provide education services, teaching and courses of study about the Islamic faith;
- (k) cater for the collection and proper distribution of:
  - i. the obligatory alms pursuant to the Islamic faith (such as Zakaat and Sadaqatal Fitr); and
  - ii. voluntary donations made according to the Islamic faith.
- (l) facilitate the distribution of welfare grants to the needy according to Islamic principles;
- (m) organise, promote, facilitate, manage and run Islamic ceremonies and festivals;
- (n) facilitate and perform Muslim marriages according to the Islamic faith and practice and recommend suitable persons for appointment as marriage celebrants and Justice of the Peace;
- (o) raise or aid or contribute to the raising of funds for the use and benefit of the Company, whether for endowment, building, embellishment, improvement, education, recreation or any other purposes considered to be advantageous to the Company and with the consent of the proper authorities to erect, equip and maintain buildings, structures, grounds, memorials and improvements of any kind on the property of the Company or at any other place or places;
- (p) establish and encourage, aid, assist and take part in the establishment of funds, exhibitions, scholarships, bursaries and prizes for members of the Company;
- (q) facilitate awareness of Islamic burial practices, including establishment and access to Muslim cemeteries, organisation of Muslim burials, and advising managers of existing cemeteries and relevant government departments on Islamic burial practices;



- (r) take or accept any gift of property, whether real or personal and whether subject to any special trust or not, for any one or more of the objects of the Company, and to undertake and execute any trusts for the purpose of directly or indirectly carrying out the objects of the Company or any of them;
- (s) promote ancillary activities that are consistent with the Islamic faith and foster social intercourse between members of the Company, such activities may include: sport, recreation, and entertainment activities;
- (t) provide other assistance to other persons, associations, and body corporates that promote the Islamic Faith in Australia;
- (u) provide and maintain buildings and premises for the practice and teaching of the Islamic faith;
- (v) establish and maintain an endowment fund to facilitate Muslims to actively participate in endowment activities.
- (w) establish and manage subsidiary legal entities to attain any of the objects of the Company;
- (x) purchase, take on lease or in exchange, hire, or otherwise acquire for the purposes of the Company any real or personal property whatsoever;
- (y) print, publish, issue and circulate such papers, periodicals, books, circulars, literary works and electronic materials about the Islamic faith and the health and welfare of Muslims in Australia;
- (z) sell, let, mortgage or otherwise deal with the whole or any part or parts of any land, buildings or other property, whether real or personal, of the Company in such manner and upon such terms and subject to such conditions as may be deemed expedient;
- (aa) in a manner which is Islamically permissible, borrow or raise money from the members or otherwise for the purposes of the Company and in order to record the same or secure the repayment thereof to create, execute and issue mortgages, debentures, debenture stock or other securities with or without a charge upon all or any of the property of the Company;
- (bb) in a manner which is Islamically permissible, invest the moneys of the Company upon such securities or otherwise as may from time to time be determined;
- (cc) in a manner which is Islamically permissible, draw, accept and negotiate bills of exchange, promissory notes and other negotiable instruments, and give guarantees to lend money with or without security, and to subscribe or contribute to any charitable, benevolent or useful object, and to raise funds for or procure contributions to the Company;
- (dd) do all or any of the things herein authorised either alone or in conjunction with or as trustees or agents for others and by or through trustees or agents;
- (ee) do all such lawful acts, matters and things as are incidental or conducive to the attainment of any of the objects of the Company; and
- (ff) apply section 124 of the Act to the Company to the extent not inconsistent with the previous provisions of this clause.



### 3. Membership of the Company

#### 3.1. Rights and Restrictions of Classes of Membership

The rights and restrictions applicable to the various classes of membership are:

- (a) Unless otherwise noted in this Constitution, an Imam or a Shaykhah has the same rights, privileges and obligations as Members of the Company. For the purpose of clarity, a reference to a Member in this Constitution includes an Imam and Shaykhah.
- (b) A Member including Individual Member has:
  - i. the right to nominate a Director;
  - ii. the right to be nominated as a director of a State Board;
  - iii. the right to receive any periodical publication produced by the Company and the annual report of the Company; and
  - iv. the right to nominate eligible persons for membership as a Member of the Company;
  - v. the right to vote at any General Meeting of the Company subject to:
    - (A) being entered into the Register of Members; and
    - (B) completing a Probation Period of 12 months as a Member of the Company; and
    - (C) paying the Membership Fee of the Company.
  - vi. to pay a Membership Fee.
- (c) Individual Member:

is a Member of the Company from a State where there is no State Imams Council with all the rights and obligations of a Member as noted in this Constitution.
- (d) Associate Member:
  - i. meets all the conditions of membership noted in **clause 5.1** except for the academic qualification(s) required under **clause 5.1.(c)** and/or **clause 5.1 (d)**.
  - ii. despite **clause 3.1(d)(i)**, an Associate Member must be learned in the religion of Islam.
  - iii. The Associate Member has:
    - (A) no right to vote at any General Meeting of the Company;
    - (B) no right to be nominated as a Director or a director of a State Board;
    - (C) no right to nominate eligible persons for membership as a Member of the Company;
    - (D) the right to attend any General Meeting of the Company, and shall not be counted as part of the quorum of that General Meeting;
    - (E) the right to receive any periodical publication produced by the Company and the annual report of the Company.
- (e) Honorary Members:
  - i. Is a class of membership conferred on a natural person or legal entity by the Federal Board, without the member needing to meet the required conditions noted in **clause 5.1**, usually because of their public achievements or recognised contributions to the Muslim community in Australia.



- ii. have no right to vote at any General Meeting;
- iii. do not have to pay a Membership Fee;
- iv. have the right to receive any periodical publication produced by the Company and the annual report of the Company;
- v. have no right to be nominated as a Director;
- vi. have no right to be nominated as Director of a State Board; and
- vii. have no right to nominate eligible persons for membership as a Member of the Company.

#### **4. State Imams Councils**

##### **4.1. The State Imams Councils**

- (a) Unless a State Imams Council is an incorporated group under the law (which can be either State or Federal) and reports to the regulator responsible for their type of structure, a State Imams Council is **not** a separate or distinct legal entity from the Company. A State Imams Council is a committee of Members of the Company who reside in that same State.
- (b) In the event where a State Imams Council is incorporated under the law (which can be either State or Federal), that incorporated State Imams Council shall be bound by:
  - i. this Constitution;
  - ii. the Company's policies as may be amended or replaced from time to time; and
  - iii. the resolutions of the Federal Board.
- (c) A State Imams Council is elected by the Members of the Company who reside in that State to manage the Company's affairs in that State as set out in:
  - i. this Constitution,
  - ii. the Company's policies as may be amended or replaced from time to time; and
  - iii. the resolutions of the Federal Board.
- (d) The directors of the State Board are elected by the Members of the Company to manage the business of the State Imams Council in that State.
- (e) The powers, rights and obligations of the State Imams Councils are set out in this Constitution and the Company's policies as may be amended or replaced from time to time.

##### **4.2. State Imams Council Powers and Responsibilities**

Each of the State Imams Councils is responsible for, but not limited to:

- (a) Managing all memberships and nominations to the Company in accordance with this Constitution and the Company's policies.
- (b) Resolving the grievances of Members in the Company who reside in their State pursuant to **clause 6.1**;
- (c) Islamic advocacy in their local State; and
- (d) Any other duty that the Federal Board may from time-to-time request.

##### **4.3. State Imams Council Board of Directors**

- (a) The State Board of each State Imams Council shall consist of a minimum of three directors and a maximum of seven directors.



- (b) The term of the State Board shall be a duration of 3 years.
- (c) At least one (1) month prior to the Annual General Meeting of the Company, each State Imams Council shall convene its State Imams Council Annual General Meeting wherein the Members of the Company who reside in that State shall elect the directors of the State Board.
- (d) At the same State Imams Council Annual General Meeting wherein the directors of the State Board are elected, the Members shall elect pursuant to **clause 8.2(e)**, members of the State Committee of Representatives to represent the State Imams Councils on the Federal Board and each member of that State Committee of Representatives shall be a Director of the Company.
- (e) The President of each State Board shall hold a proxy seat as a Director of the Federal Board.
- (f) Nothing in this Constitution prevents any director or office bearer of a State Board from being a member of the State Committee of Representatives or a Director of the Company or an office bearer of the Federal Board.
- (g) At the same State Imams Council Annual General Meeting wherein a State Board is elected, the elected State Board shall have the power to elect from among themselves the following office bearers:
  - i. State president;
  - ii. State vice-president;
  - iii. secretary;
  - iv. treasurer.
- (h) For the purposes of **clause 4.3(g)**, the State Board shall elect from amongst themselves an Imam to the office of the President of that State Board; and another Imam to the office of vice-president of that State Board for the same term as the term as the elected State Board.
- (i) The State Board's term commences from the day of the election of the State Board and it shall retire at the end of the State Imams Council Annual General Meeting at which a new State Board is elected; a retiring State director may be nominated for re-election.
- (j) At each State Imams Council Annual General Meeting, any State director appointed by the State Board to fill a casual vacancy pursuant to **clause 4.5** or as an additional State director must retire.
- (k) The President of the State Board shall chair of all the State Board's meetings and all the General Meetings of the State Imams Council.
- (l) In the event of an equality of votes, the President of the State Board shall have a casting vote.

#### **4.4. Meetings of the State Imams Councils and State Board**

- (a) A State Imams Council must hold a minimum of one State Imams Council Annual General Meeting and one State Imams Council Extraordinary Meeting of the Members who reside in that State.
- (b) A State Board must hold at least one meeting every three (3) months.



- (c) At a State Board meeting, the number of directors whose presence is necessary to constitute a quorum is three (3) directors who must remain present for the duration of the meeting.
- (d) The President of the State Imams Council shall be responsible for disseminating, distributing and conveying all resolutions, messages and notices between the State Board and Federal Board. They are also responsible for the execution of all relevant resolutions relating to the State Imams Council.

#### 4.5. Rectifying a Casual Vacancy of State directors

- (a) In the event of a vacancy or vacancies in the office of a director or offices of directors on the State Board, the remaining directors may act, but if the number of remaining directors is not sufficient to constitute a quorum at a meeting of the State Board, they may act only for the purpose of increasing the number of directors to a number sufficient to constitute such a quorum or of convening a meeting of the State Board for that purpose.
- (b) The Director so elected shall hold office during such time and retire at the next State Imams Council Annual General Meeting. The Members of the Company who reside in that State may, at the same State Imams Council Annual General Meeting, elect a director to hold office until the State Board retires pursuant to **clause 4.3(i)**.

### 5. Application for Membership

#### 5.1. Eligibility of Membership

Subject to the Company's requirements, a person who satisfies all of the criteria set below at the time of Application for membership is eligible to apply for membership in the Company:

- (a) professes the *Sunni* school of legal thought (*Ahlu Sunnah Wa Jama'a*) and is committed to the objects of the Company may become a Member of the Company provided that they are approved by the State Imams Council, and all eligibility requirements and other membership qualifications as set out in this Constitution or elsewhere have been met;
- (b) must be a citizen or permanent resident in Australia;
- (c) holds an academic qualification equivalent to a bachelor's degree or diploma (Not less than four years' study) in *Shariah, Usuluddeen, Usul al-Fiqh, Hadith, Tafseer, Ulum al Tafseer* or any other relevant areas of Islamic learning from a recognised Islamic University, College, *Madrassa* or Institute;
- (d) must be recognised by other Members and the community as a person who holds sufficient Islamic knowledge;
- (e) not known for clear innovations that have not been disputed amongst the *Sunni* scholars.
- (f) actively engaged in any field of Islamic *Dawah* in a Masjid, Islamic centre and Islamic school in Australia or similar activities;
- (g) not to be involved, in Australia, in any similar and non-affiliated Imams Councils or scholarly council, board, federation etc.; and
- (h) not publicly conflict or advocate against the general political views and the ideology and the values of the Company.
- (i) To avoid any doubt, any person who ceases to be a Muslim or leads an infamous lifestyle contrary to the principles of *Shariah* is ineligible to be a Member of the Company.



## 5.2. Application for Membership

- (a) With the exception of an Honorary Member, an Applicant must complete the Application in Schedule A and submit the application to the Secretary of their local State Imams Council.
- (b) Where there is no State Imams Council, the individual Imam or individual Shaykhah may apply as a direct Applicant, and the Application is to be submitted to the Secretary of the Federal Board.
- (c) The Applicant must:
  - i. submit an Application for membership;
  - ii. submit an agreement in writing to be bound by the Constitution of the Company; and
  - iii. submit payment of the annual Membership Fee, where relevant; and
  - iv. must be nominated by 2 Members of any State.
- (d) The Secretary of the State Board must ensure that any Applications for membership are listed on the agenda for the next State Board meeting to determine, by ordinary resolution, whether to approve or to reject the Application and the class of membership.
- (e) If the Application has been approved by the State Board, the Secretary of the State Board must notify the Secretary of the Federal Board and the Secretary must ensure that the approved Application is listed on the agenda for the next Federal Board meeting to hear any objections.
- (f) The Federal Board has the right to reject any Application for membership regardless of the approval of the State Board.
- (g) If there are no objections from the Federal Board, as soon as practicable, the Secretary of the State Board must:
  - i. notify the Applicant in writing (including by e-mail) that the Company has approved or rejected the Application (whichever is applicable), and
  - ii. if the Application is approved, request the Applicant to pay (within the period of 28 days after receipt by the Applicant of the notification) the sum payable under this Constitution by a Member as the Membership Fee.
  - iii. the Secretary of the State Board must, on payment by the Applicant of the Membership Fee, enter or cause to be entered the Applicant's name in the Register of Members and, on the name being so entered, the Applicant becomes a Member of the Company.
- (h) In the case of an Individual Member, the Application shall be submitted through the Secretary to the Federal Board. Such Application shall be determined at Federal Board meeting on a case-by-case basis.
- (i) For the purposes of **clause 5.2(h)**, the Secretary shall, as soon as possible:
  - i. if the Application is approved, enter the name of the Applicant in the Register;
  - ii. if the Application is approved, request the Applicant to pay (within the period of 28 days after receipt by the Applicant of the notification) the sum payable under this Constitution by a Member as the Membership Fee.
  - iii. if rejected, return to the Applicant's Membership Fee paid by the Applicant, if any.



- iv. notify the Applicant of the Federal Board's determination.
- (j) The Federal Board may decline any Application and is not bound to give reasons why the Application was not accepted.
- (k) For the purposes of clarity, an Applicant who becomes a Member, with the exclusion of the right of voting for the Probation Period, is entitled to exercise the rights of membership when the name of the Applicant is entered in the Register.

### **5.3. Membership Fees**

- (a) The Federal Board shall determine:
  - i. the quantum; and
  - ii. the due date for payment,of the Membership Fee and any other amount which an Applicant or a Member is required to pay to be admitted or remain as a Financial Member.
- (b) The Company does not require an Applicant to pay an admission fee.

### **5.4. Register of Members**

- (a) The Company's Secretary shall maintain a Register of Members at the registered office of the Company.
- (b) When an Applicant has been accepted for membership, the Secretary will cause the Applicant's name to be entered in the Register, thereupon conferring membership.
- (c) The Service Address of a Member in the Register will be the address nominated by the Member for the purpose of receiving notices from the Company and may be:
  - i. a residential address;
  - ii. a postal address;
  - iii. a business address;
  - iv. a phone/facsimile number;
  - v. an e-mail address.
- (d) The Company shall use its best endeavours to use the Service Address nominated by each Member for the purpose of delivering notices.
- (e) Each Member must notify the Secretary within 28 days of any change of name or Service Address of the Member, and each such change shall be recorded in the Register.

### **5.5. Probation Period**

A Member has no right to vote unless they have completed a probation period of 12 months commencing from the date they are entered in the Register.

### **5.6. The Rights of Members**

The rights of any Member shall not be transferable.

### **5.7. Liability of Members**

The liability of a Member is limited to the extent of the Member's guarantee. This liability shall continue for the duration of the membership of a Member and for a period of 12 months following the cessation of membership of a Member.



## 5.8. Cessation of Membership

Membership of the Company will terminate upon:

- (a) the request of the State Imams Council to the Federal Board following its decision to terminate the membership of a Member pursuant to **clause 6.3(b)**;
- (b) the Company Secretary receiving from a Member a letter of resignation;
- (c) a Member ceasing to being a Muslim;
- (d) following the Federal Board's decision to terminate the membership of a Member pursuant to **clause 6.2(e)**;
- (e) a Member being expelled or suspended in accordance with this Constitution; or
- (f) death of a Member.

## 6. Dispute Resolution and Disciplinary Procedures

### 6.1. State dispute resolution

- (a) Where a dispute or allegation exists between Members who reside in the same State, the aggrieved Member may submit a notice of the dispute to the Secretary of that State Board in writing and signed by the aggrieved Member.
- (b) The notice of dispute shall detail the nature and the circumstances which gave rise to such dispute.
- (c) The Secretary of the State Board must refer the dispute to the State Board, which may within 21 days from receiving the notice of the dispute, appoint a mediator or panel of mediators to resolve the dispute between the Members. The appoint mediator must not have a conflict of interest with any of the disputing Members.
- (d) If the State Board considers the allegation to be such as may warrant disciplinary action against that Member, the Secretary of the State Board shall issue a 'Notice of Allegation' to the disputing parties informing them:
  - i. of the allegation; and
  - ii. the date on which the State Board shall meet to consider the allegation, such State Board meeting is to be held not less than 28 days after the date of the Notice of Allegation; and
  - iii. inviting the Member to submit a written explanation to defend the allegation; and
  - iv. inviting the Member to present themselves to the State Board to answer any questions which the State Board may ask of them and to present their defence of the allegation.
- (e) If the Member elects to defend the allegation, the Member must submit a written explanation which must be received by the Secretary no less than two days prior to the State Board meeting on which the allegation is to be heard. Such explanation shall be tabled at the State Board meeting at which the allegation is to be heard, and a reasonable opportunity must be given for the Member to appear before the State Board to respond to the allegation.



- (f) The State Board may:
  - i. by two-thirds majority vote to expel such Member; or
  - ii. by a majority vote, suspend or otherwise discipline the Member for conduct inconsistent with any by-law, regulation or any provision contained in this Constitution or policy of the Company or which in the opinion of the State Board is unbecoming of a Member or prejudicial to the interests of the Company.
- (g) Any Member so disciplined, fined, suspended or expelled shall be notified in writing by the Secretary of the State Board within 21 days of such penalty being imposed.
- (h) Any Member who may be disciplined, fined, suspended or expelled shall have the right to appeal to the Appeal Authority against such penalty.
- (i) The State Board may, at its discretion, by way of an ordinary resolution, during the investigation or during the mediation, suspend the membership of the Member or suspend the Director from the State Board until the complaint is resolved.
- (j) Nothing in this **clause 6.1** prevents an Individual Member or a Member from submitting a notice of dispute directly to the Secretary of the Federal Board.

#### **6.2. Federal Board Dispute Resolution**

- (a) Where a dispute or allegation exists between Members, the aggrieved Member may submit a notice of the dispute to the Secretary in writing and signed by the aggrieved Member.
- (b) The Secretary must refer the dispute to the Federal Board, which may within 21 days from receiving the notice of the dispute, appoint a mediator or panel of mediators to resolve the dispute between the Members. The appoint mediator must not have a conflict of interest with any of the disputing Members.
- (c) If the Federal Board considers the allegation to be such as may warrant disciplinary action against that Member, the Secretary shall issue a 'Notice of Allegation' to the disputing parties informing them:
  - i. of the allegation; and
  - ii. the date at which the Federal Board will consider the allegation, such Federal Board meeting is to be held not less than 28 days after the date of the Notice of Allegation; and
  - iii. inviting the Member to submit a written explanation to defend the allegation; and
  - iv. inviting the Member to present themselves to the Federal Board to answer any questions which the Federal Board may ask of them and to present their defence of the allegation.
- (d) If the Member chooses to defend the allegation, the Member must submit a written explanation which must be received by the Secretary no less than two days prior to the Federal Board meeting on which the allegation is to be heard. Such explanation shall be tabled at the Federal Board meeting at which the allegation is to be heard, and a reasonable opportunity must be given for the Member to appear before the Federal Board to respond to the allegation.



- (e) The Federal Board may:
  - i. by two-thirds majority vote, expel; or
  - ii. by a majority vote, suspend or otherwise discipline any Member of the Company for conduct inconsistent with any by-law, regulation or any provision contained in this Constitution or policy of the Company or which in the opinion of the Federal Board is unbecoming of a Member or prejudicial to the interests of the Company.
- (f) Any Member so disciplined, fined, suspended or expelled shall be notified in writing by the Secretary within 21 days of such penalty being imposed.
- (g) Any Member who may be disciplined, fined, suspended or expelled shall have the right to appeal against such penalty.
- (h) Any Member expelled from the Company may at any time apply to the Federal Board to be re-admitted as a Member after the disciplinary period is complete.
- (i) The Federal Board may, at its discretion, by way of an ordinary resolution, during the investigation or during the mediation, suspend the membership of the Member or suspend the Director from the Federal Board until the complaint thereof is resolved.

### 6.3. Appeal Against Disciplinary Action

- (a) If a Member is expelled by the State Imams Council, such Member may appeal to the Federal Board to be reinstated as a Member after two years have passed since their expulsion from the State Imams Council. The Federal Board must consult the State Imams Council before making the final resolution.
- (b) If an Applicant applies to the State Imams Council for membership and is then declined by the State Board, the Applicant may appeal the Application to the Federal Board.
- (c) Any Member who has been suspended or expelled ("**Disciplined Member**") shall have the right to appeal against the decision.
- (d) The Disciplined Member shall give a notice to the Secretary of their or its intention to appeal. The notice of appeal shall nominate the Appeal Authority.
- (e) The appeal notice must be received by the Secretary within one month of the deemed date of receipt of the notice referred to in **clause 6.2(f) or clause 6.1(g)**. Such notice of appeal shall operate as a stay of implementation of any decision except a decision made pursuant to **clause 6.2 (i) or clause 6.1 (i)**.
- (f) In the event where the appeal is made to an Appeal Authority, if no conflict of interest exists, that Appeal Authority may deal with the appeal or appoint an impartial panel to deal with the appeal.
- (g) The Appeal Authority shall give no less than one month's notice of the date of the appeal hearing to the Disciplined Member and any other party involved.
- (h) The Disciplined Member shall be given the opportunity of being heard at the appeal hearing with or without a legal representation.
- (i) A legal representation may be engaged by the Appeal Authority to assist the Appeal Authority at such an appeal hearing.
- (j) The Appeal Authority shall be under no obligation to disclose to the Disciplined Member or any other Member the source of any information giving rise to the discipline.



- (k) The Appeal Authority shall, by a two-thirds majority, decide upon the appeal.
- (l) A Disciplined Member whose appeal is unsuccessful shall pay to the Company all or any costs or expenses reasonably incurred by the Company in connection with the hearing of the appeal as the Federal Board may determine.

#### **6.4. Consequences of expulsion or suspension**

- (a) Any Member expelled from the Company for any grounds other than:
  - i. convicted of a criminal offence; or
  - ii. leading an infamous life unbecoming of a Membermay reapply to reobtain their membership pursuant to **clause 5.2**.
- (b) No person may be a Director of the Company or a director of any State Board following expulsion or during the suspension.
- (c) The expelled Member may complete an Application pursuant to **clause 5.2** and submit the Application to the Secretary of the Company.
- (d) The Federal Board, at its discretion, approve or reject the Application of the expelled Member.
- (e) For the purposes of **clause 6.4(a)**, the Federal Board, at its discretion, may impose conditions on the membership of the Applicant, including the right of voting in any one or all of the Company's or/and State General Meetings, for a period of no more than the Probation Period.

#### **6.5. Consequences of Loss of Membership**

- (a) A Member whose membership of the Company is terminated will be liable for all sums of money due by that Member to the Company in addition to any sum not exceeding \$10 for which the Member is liable under **clause 16.1** of this Constitution.
- (b) A Member whose membership is terminated will not make any claim, monetary or otherwise, on the Company, its funds or property except as a creditor thereof.
- (c) Any person or corporation who for any reason ceases to be a Member shall no longer represent themselves in any manner as being a Member.

### **7. Meetings of the Members**

#### **7.1. Convening an Extraordinary Meeting:**

- (a) Any three (3) directors from the State Board may, or any three (3) Directors, whenever they think fit or deemed necessary, request to convene an Extraordinary Meeting of the Company's Members after a request is made to the Federal Board.
- (b) The Federal Board must convene an Extraordinary Meeting of the Company's Members on the request of Members in accordance with section 249D of the Act.
- (c) The Members may convene an Extraordinary Meeting of the Company's Members in accordance with sections 249E and 249F of the Act.



## 7.2. Notice of General Meetings

- (a) A notice of a General Meeting of the Company's Members shall specify:
  - i. the place, the day and the time of the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
  - i. the general nature of the business to be transacted at the meeting; and
  - ii. such other information as is required by section 249L of the Act.
- (b) The Company may hold a General Meeting at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.
- (c) Subject to the provisions of the Act relating to agreements for shorter notice, at least 21 days' notice must be given of a meeting of the Company's Members.
- (d) A minimum of 21 days' notice must be given for every General Meeting in the manner authorised by **clause 13**:
  - i. to every Member, individual Member and Associate Member; and
- (e) No other person is entitled to receive notices of meetings of the Company's Members.
- (f) The procedure in this **clause 7.2** shall apply *mutatis mutandis* to the State Imams Councils.

## 7.3. Annual General Meeting of the State Imams Councils and the Federal Imams Council

- (a) A notice of the Annual General Meeting of the State Imam Council or the Federal Imams Council must be given to Members pursuant to **clause 7.2** and in the manner authorised in **clause 13**.
- (b) Subject to the Act, an Annual General Meeting shall be held at least once in every calendar year and within the period of five months after the end of the financial year at such time and place as may be determined by the Federal Board.
- (c) The business of the State Imams Councils' Annual General Meeting may include any of the following, even if not referred to on the notice of the meeting:
  - i. the consideration of the annual financial report for the State;
  - ii. directors' report;
  - iii. the election of State Imams Council's directors, if required;
- (d) The business of the Federal Board at an Annual General Meeting may include any of the following, even if not referred to on the notice of meeting:
  - i. the consideration of the Company's annual financial report,
  - ii. Directors' report;
  - iii. State Imams Councils report;
  - iv. the election of Directors, if required;

## 7.4. Chairman of General Meetings

- (a) The Chairman of any General Meeting of the Company, shall be the current President of the Federal Board.
- (b) Where a meeting of the Company's Members is held and:
  - i. a President has not been elected as provided in this Constitution; or



- ii. The President is not present within thirty (30) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting, the Vice President.
- iii. If the Vice President is not within thirty (30) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting, the Members present shall elect one of their number to be Chairman of the meeting (or part of it).
- (c) The Chairman of the State Imams Councils' General Meetings shall be the President of the State Board.
- (d) The procedure of **subclause 7.4 (b)** shall apply *mutatis mutandis* to the State Imams Councils.

#### **7.5. Quorum For General Meetings**

- (a) No business shall be transacted at any meeting of the State Imams Councils or at any of the Company's Members meetings unless a quorum of Members is present at the time when the meeting proceeds to business.
- (b) A quorum of the State Imams' Councils General Meeting should be no less than 20% of the Members who reside in that State.
- (c) A quorum of the Company's General Meeting is constituted by:
  - i. a minimum of 20% or more of the Members entitled to attend and vote at a meeting of the Company's Members; and
  - ii. the Members present at that General Meeting must represent no less than three State Imam Councils.
- (d) For the purpose of determining whether a quorum is present, each attending Member from a State Imams Council shall be counted a representative of that State Imams Council in addition to their capacity as a Member of the Company.

#### **7.6. Adjournment of General Meetings**

- (a) If a quorum is not present within one (1) hour from the time appointed for the meeting:
  - i. where the meeting was convened upon the request of Members - the meeting shall be dissolved; or
  - ii. in any other case:
    - 1. the meeting stands adjourned to such day, and at such time and place, as the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place; and
    - 2. if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, then the meeting shall proceed without further adjournment.
- (b) The Chairman shall adjourn a meeting of the Company's Members from time to time and from place to place if the Members present with a majority of votes that may be cast at that meeting agree or direct the Chairman to do so. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting of the Company's Members is adjourned for 30 days or more, a notice



of the adjourned meeting shall be given as in the case of an original meeting.

- (d) Except as provided by **clause 7.6(c)**, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- (e) The procedure in this **clause 7.6** shall apply *mutatis mutandis* to the State Imams Councils' General Meetings.

#### **7.7. Voting at General Meetings**

- (a) At any meeting of the Company's Members, a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is (before a vote is taken or before or immediately after the declaration of the result of the show of hands) demanded by:
  - i. the Chairman; or
  - ii. Members representing at least three (3) State Imams Councils (present in person) entitled to vote on the resolution;
  - iii. Members (present in person) with at least 51% of the votes that may be cast on the resolution on a poll.
- (b) If a secret ballot is duly demanded:
  - i. by the Chairman; or
  - ii. by not less than one-third of the persons present at the meeting in question, such number being determined by persons who are personally present, it shall be taken in such manner and, subject to **clause 7.7(c)**, either at once or after an interval or adjournment or otherwise as the Chairman directs, and the result of the secret ballot shall be the resolution of the meeting at which the secret ballot was demanded.
- (c) A secret ballot demanded on the election of a Chairman or on a question of adjournment shall be taken immediately.
- (d) In the case of an equality of votes, whether on a show of hands or on a secret ballot, the Chairman of the meeting of the Company's Members at which the show of hands takes place or at which the secret ballot is demanded has a casting vote in addition to any vote the Chairman may have in the capacity as a Member.
- (e) Subject to any rights or restrictions for the time being attached to any Member:
  - i. at meetings of the Company's Members or classes of Members, each Member entitled to vote may vote in person; and
  - ii. on a show of hands, every person present who is a Member has one vote, and on a secret ballot, every person present in person has one vote.
- (f) A Member is not entitled to vote at a meeting of the Company's Members unless all sums presently payable by them in respect of the Company have been paid prior to the start of the meeting.
- (g) The procedure in this **clause 7.7** shall apply *mutatis mutandis* to the State Imams Councils' General Meetings.

### **8. Directors of the Federal Board**

#### **8.1. Qualification of Directors**



Every person who:

- (a) is a Member; and
- (b) has demonstrated commitment to the objectives of the Company; and
- (c) tenders to the Company a written consent to act as a Director of the Company; and
- (d) is an ordinary Financial Member of the Company who completed the Probation Period; and
- (e) has demonstrated their commitment to the Imams Council by attending not less than 75% of the regular or General Meetings and other activities for the past two years prior to their nomination.

## **8.2. Composition of the Federal Board**

- (a) The number of the Directors shall not be less than nine (9) and not more than twenty (20).
- (b) The Company may, from time to time by a Special Resolution passed at a General Meeting, amend the number of Directors (so that the number shall be not less than nine) and may also determine in what rotation (if any) the increased or reduced number is to go out of office.
- (c) Each President of each of the State Imams Councils shall, by default, attain membership of the Company's Federal Board only for the duration of their presidency. They will lose their membership of the Federal Board as soon as their State Imams Council presidency ceases or is terminated, regardless of the duration of their service as a president of the State Imams Council. The newly appointed State Imams Council presidents will replace them as the new members of the Company's Federal Board.
- (d) For the purpose of clarity, the State Imams Council's presidents may hold any of the office bearers' positions of the Federal Board which includes the following:
  - i. President;
  - ii. Vice President;
  - iii. Secretary;
  - iv. Assistant Secretary;
  - v. Treasurer;
  - vi. Assistant Treasurer.
- (e) The number of Directors on the Federal Board shall consist of the State Committee of Representatives from each State Imam Council in the following manner:
  - i. New South Wales – 7 Directors;
  - ii. Victoria – 5 Directors;
  - iii. Queensland – 2 Directors;
  - iv. South Australia – 2 Directors;
  - v. Western Australia – 2 Directors;
  - vi. ACT – 1 Director;
  - vii. The Grand Mufti of Australia – 1 Director.

## **8.3. Duration of the Federal Boards of Directors:**



- (a) The Federal Board members will have a duration of (3) years per term.
- (b) The term of the Federal Board membership commences from the day of the election of the Federal Board and shall retire at the end of the Annual General Meeting at which a new Federal Board is elected; the retiring Director may be nominated for re-election.
- (c) At each Annual General Meeting, any Director appointed by the Directors to fill a casual vacancy pursuant to **clause 8.7 (a)** or as an additional Director must retire.
- (d) A retiring Director from the Federal Board may be re-elected for further terms.

#### **8.4. Appointment of Directors and office bearers**

- (a) The Company shall convene an Annual General Meeting for the appointment of the Federal Board.
- (b) Subject to **clause 8.2 (e)**, the State Committee of Representatives from each State shall be appointed as the Directors of the Company.
- (c) The newly appointed Federal Board shall elect from amongst themselves the following office bearers to hold office for the term noted in clause **8.3(a)**:
  - i. President;
  - ii. Vice President;
  - iii. Secretary;
  - iv. Assistant Secretary;
  - v. Treasurer;
  - vi. Assistant Treasurer.
- (d) The Directors shall have power to appoint a new Director to fill any casual vacancy.
- (e) Nothing in this Constitution prevents a retiring office bearer of the Federal Board from being re-elected to bear the same or other office of the Federal Board.

#### **8.5. Appointment of the President and Vice-President of the Board**

- (a) The Federal Board shall elect from amongst themselves an Imam to the office of the President and another Imam to the office of the Vice President for the same term as the elected Federal Board.
- (b) The President shall chair all Federal Board meetings; in the event of an equality of votes, the President shall have a casting vote.
- (c) The President shall be the Chairman of all General Meetings of the Company; in the event of an equality of votes, the President shall have a casting vote.

#### **8.6. Removal of Federal Board Members:**

- (a) The Federal Board may remove any Director if they are found to be breaching or working against the goals, objectives and the code of conduct of the Company;
- (b) A motion must be moved prior to the Federal Board meeting given 7 days' notice;
- (c) The Federal Board must give a fair hearing to the person to be removed;
- (d) Two-third 2/3 of the Federal Board present at the meeting must vote in favour of removing the Federal Board member for the resolution to pass.
- (e) The powers in this **clause 8.6** shall apply *mutatis mutandis* to the State Imams Councils in terms of removing of its State directors.

#### **8.7. Rectifying a Casual Vacancy of Directors**



- (a) In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act, but if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or of convening a meeting of the Federal Board for that purpose.
- (b) The Director so elected shall hold office during such time and retire at the next Annual General Meeting. The Members of the Company may, at such Annual General Meeting, elect a Director to hold office until the Federal Board retires pursuant to **clause 8.3**.

#### **8.8. Removal of Directors**

Notwithstanding the Grand Mufti of Australia's position, otherwise, the Members may at any time remove:

- (a) a Director in accordance with the provisions of s 2.3D of the Act, remove any appointed or elected Director before the expiration of such Director's period of office provided that the total number of Directors shall not at any time fall below the minimum fixed by this Constitution; and
- (b) a Director for failing to attend three consecutive Federal Board meetings without leave of absence or a valid, reasonable excuse.
- (c) a Director at the request of the represented State Imams Council.

#### **8.9. Loss of Office**

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) dies or 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;
- (b) resigns from office by notice in writing to the Company;
- (c) is absent without the consent of the Directors or reasonable excuse from 3 consecutive Federal Board meetings;
- (d) without the consent of the Company in General Meeting holds any other office of profit under the Company;
- (e) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of that interest as required by **clause 10.10**;
- (f) is expelled or suspended as a Member in accordance with **clause 6.1 or clause 6.2**.

#### **8.10. Defects in Appointment of Directors**

All acts done by any person acting as a director in any meeting of the Directors or of the Federal Board of Directors, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director or a member of a Federal Board of Directors, or to act as, a Director, or that a person so appointed was disqualified, are considered valid as if the person had been duly appointed and was qualified to be a Director or to be a member of a Federal Board of directors.

#### **8.11. Remuneration of Directors**

- (a) Directors shall not receive remuneration for their services provided.
- (b) A Director shall be entitled to receive reimbursement of out-of-pocket expenses incurred in carrying out the duties of a director where the payment does not exceed the amount



previously approved by the Federal Board.

## 9. Powers and Duties of Directors

- (a) Subject to the Act and to any other provision of this Constitution, the business of the Company shall be managed by the Federal Board, who may pay all expenses incurred in promoting and forming the Company and may exercise all such powers of the Company as are not, by the Act or by this Constitution, required to be exercised by the Company in the meeting of the Company's Members.
- (b) Without limiting the generality of **clause 9(a)**, the Federal Board may exercise all the powers of the Company to borrow money, to charge any property or business of the Company and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.
- (c) The Federal Board may, by power of attorney, appoint any person or persons (either by name or by reference to position or office held) to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
- (d) Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Federal Board thinks fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in them.
- (e) All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be in such manner as the Directors determine.
- (f) The Federal Board shall participate in the election of the Grand Mufti of Australia in accordance with **clause 17** of this Constitution.

### 9.1. Delegation of Powers

- (a) The Federal Board may delegate any of their powers to a committee or committees consisting of such of their number as they think fit.
- (b) The Federal Board may elect any person to a committee as the Federal Board thinks fit.
- (c) A committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of the Directors, and a power so exercised shall be deemed to have been exercised by the Directors.
- (d) The members of such a committee may elect one of their number as Chairman of their meetings.
- (e) Where such a meeting is held and:
  - i. a chairman of that committee has not been elected as provided by **clause 9.1(d)**; or
  - ii. the person so elected is not present within thirty (30) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting, the members present shall elect one of their number to be Chairman of the meeting or part of it.



- (f) A committee may meet and adjourn as it thinks proper.
- (g) Questions arising at a meeting of a committee shall be determined by a majority of votes of the members present and voting.

## **10. Meeting of Directors**

### **10.1. Frequency of Federal Board Meetings**

The Federal Board of Directors may meet together for the dispatch of business and adjourn and otherwise regulate its meetings as it thinks fit and determine the quorum necessary for the transaction of business.

### **10.2. Convening Federal Board of Directors Meetings**

The Federal Board may at any time, and a Secretary shall, on the requisition of a Director, convene a meeting of the Directors.

### **10.3. Quorum for Federal Board of Directors Meetings**

At a meeting of the Directors, the number of Directors whose presence is necessary to constitute a quorum is seven (7) Directors representing not less than three State Imams Councils and the Directors must remain present for the duration of the meeting of the Directors.

### **10.4. Chairman of Federal Board of Directors Meetings**

- (a) The President shall be the Chairman of the Federal Board of Directors meeting and in their absence, the Vice President shall chair its meetings.
- (b) Where a meeting of the Federal Board of Directors is held and:
  - i. the President or Vice President has not been present within thirty (30) minutes after the time appointed for the holding of the meeting; or
  - ii. is unwilling to act for all or part of the meeting as Chairman of the meeting,the Directors present shall elect one of their number to be Chairman of such meeting or part of it.

### **10.5. Voting At Federal Board of Directors Meetings**

- (a) Subject to this Constitution, questions arising at the Federal Board meeting shall be decided by a majority of votes of Directors present and voting, and any such decision shall for all purposes be deemed a decision of the Directors.
- (b) In a case of an equality of votes, the Chairman of the meeting shall have a casting vote in addition to any vote the Chairman may have in the capacity as a Director.

### **10.6. Electronic Meetings of Federal Board of Directors**

- (a) Without limiting the generality of **clause 10.1**, the Federal Board's meeting may be called or held using any technology consented to by the majority of the Directors. A Director may only withdraw his consent within a reasonable time before the meeting of Directors.
- (b) For the purposes of this Constitution, the contemporaneous linking together by an instantaneous communication device of a number of Directors not less than the quorum, whether or not any one or more of the Directors is out of Australia, shall be deemed to constitute a meeting of the Directors and all the provisions of this Constitution as to meetings of the Directors shall apply to any such meeting held by an instantaneous communication device so long as the following conditions are met:
  - i. All the Directors for the time being entitled to receive notice of the meeting of



Directors shall be entitled to notice of a meeting held by an instantaneous communication device and to be linked by an instantaneous communication device for the purpose of such meeting. Notice of any such meeting shall be given on the instantaneous communication device or in any other manner permitted by this Constitution; and

- ii. Each of the Directors taking part in the meeting by an instantaneous communication device must be able to hear each of the other Directors taking part at the commencement of the meeting.
- (c) A Director may not leave a meeting held by an instantaneous communication device by disconnecting their instantaneous communication device unless the Director has previously expressly notified the Chairman of the meeting of their intention to leave the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during such a meeting until such notified time of their leaving the meeting.
- (d) A minute of the proceedings at meetings held by an instantaneous communication device shall be sufficient evidence of such proceeding and of the observance of all necessary formalities if certified as a correct minute by the Chairman of the meeting.
- (e) For the purpose of this **clause 10.6**, "*instantaneous communication device*" shall include telephone, television or any other audio and/or visual device which permits instantaneous communication.

#### **10.7. Circulating Resolutions**

- (a) If all the Directors entitled to vote on a resolution have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms shall be deemed to have been passed at a meeting of the Directors held on the day on which the document was signed and at the time at which the document was last signed by a Director or, if the Directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Director.
- (b) For the purposes of **clause 10.7(a)**, two or more separate documents containing statements in identical terms, each of which is signed by one or more Directors shall together be deemed to constitute one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate document.

#### **10.8. Board Resolution by Electronic Communication.**

- (a) A resolution by circulation must be circulated to all Directors and approved by the majority of the Directors in accordance with this Constitution and shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and constituted.
- (b) The resolution may be contained in one document or in several documents in like form, each signed or approved by one or more Directors concerned, but a resolution signed or approved by an alternate Director need not also be signed or approved by the Director appointing such alternate Director and, if it is signed or approved by a Director who has appointed an alternate Director, it need not be signed or approved by the alternate Director in that capacity.



- (c) Unless the Federal Board deems otherwise, if a Director does not respond to the circulated resolution within a time period of 7 days from the date of the circulated correspondence, such lack of response should be considered as a vote in favour of such resolution.
- (d) **Clause 10.8** shall not apply to a matter requiring a Special Resolution of the Federal Board.
- (e) This **clause 10.8** shall apply *mutatis mutandis* to the State Board.

#### **10.9. Conflicts of Interest – General**

All members of the Federal Board and, in particular, those in senior positions must not engage in any conduct that would link or connect the Company and the State Imams Council to any particular group, *Jama'a* or personal interests and agendas.

#### **10.10. Directors' Conflicts of Interest**

- (a) Subject to the Act, no Director shall be disqualified by their office from contracting or entering into any arrangement with the Company either as a vendor, purchaser, or otherwise, nor shall any such contract or arrangement or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or agreement, by reason of such Director holding that office or of the fiduciary relation thereby established, but every Director shall observe the provisions of Section 191 of the Act relating to the disclosure of the interest of Directors in contracts or proposed contracts with the Company or of any office or property held by Directors which might create duties or interests in conflict with their duties or interests as Directors as if the Company were a proprietary company.
- (b) Subject to the Act, a Director shall not act as a Director or be present at a meeting of Directors and vote in respect of any contract or arrangement in which such Director is interested in the manner described in **clause 10.10(a)** being considered at that meeting.
- (c) A Director who is interested in any contract or arrangement as aforesaid may, notwithstanding such interest, attest the affixing of the Seal of the Company to any document evidencing or otherwise connected with such contract or arrangement.

### **11. Insurance and Indemnity**

#### **11.1. Applicable Persons**

The provisions of **clause 11.2** and **clause 11.3** shall apply to Applicable Persons, which expression shall include:

- (a) every person who is or has been an officer of the Company;
- (b) every person who is or has been an officer of a Related holding company of the Company;
- (c) if the Directors determine that an employee or former employee of the Company or a Related holding company of the Company;

#### **11.2. Insurance**

- (a) To the extent permitted under the Act, the Company may pay or agree to pay, a premium in respect of a contract insuring any one or more Applicable Persons against any liability incurred by the Applicable Person PROVIDED THAT the liability does not arise out of



conduct involving:

- i. a willful breach of duty in relation to the Company or a Related Body Corporate of the Company; or
  - ii. a contravention of section 182 or 183 of the Act.
- (b) To the extent permitted under the Act, the Company may pay, or agree to pay, an Applicable Person for costs and expenses incurred by that Applicable Person in defending proceedings, whatever the outcome of the proceedings.

### 11.3. Indemnity

- (a) The Company does not exempt an Applicable Person from liability to the Company incurred in their capacity as an Applicable Person.
- (b) To the extent permitted by the Act, the Company indemnifies any Applicable Person against non-legal costs incurred as an Applicable Person except:
  - i. for a liability owed to the Company or a Related Body Corporate of the Company;
  - ii. for liability for a pecuniary penalty order under section 1317G or compensation order under section 1317H or section 1317HA of the Act;
  - iii. for a liability owed to a third party arising out of conduct involving a lack of good faith.
- (c) To the extent permitted by the Act, the Company indemnifies any Applicable Person against legal costs incurred in defending an action for a liability incurred as an Applicable Person except:
  - i. in defending or resisting proceedings in which the Applicable Person is found to have a liability for which they could not be indemnified under **clauses 11.2 or 11.3(a) and 11.3(b)**;
  - ii. in defending or resisting criminal proceedings in which the Applicable Person is found guilty; or
  - iii. in defending or resisting proceedings brought by the Australian Securities and Investments Commission (and any of its successors) or a liquidator for a court order if the grounds for making the order are found by a court to have been established; or
  - iv. in connection with proceedings for relief to the Applicable Person under the Act in which the Court denies relief.
- (d) Where the costs and expenses incurred by an Applicable Person under **clause 11** are recovered by the Company under an insurance policy taken out or paid for by the Company pursuant to **clause 11.2**, the extent of the indemnification of an Applicable Person shall be reduced accordingly.

## 12. Administration

### 12.1. Minutes

- (a) The Directors will cause minutes of:
  - i. all proceedings and resolutions of meetings of the Company's Members;
  - ii. all proceedings and resolutions of meetings of the Directors, including meetings of a Federal Board of Directors;



- iii. resolutions passed by Members without a meeting;
  - iv. resolutions passed by Directors without a meeting to be duly entered into the books kept for that purpose in accordance with the Act.
- (b) A minute recorded and signed in accordance with the Act is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.

#### **12.2. Inspection of Records**

- (a) Books containing the minutes of the Company's Members and resolutions passed by Members without a meeting will be open for inspection by any Member free of charge.
- (b) Subject to the Act, the Directors shall determine whether and to what extent, and at what time and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of Members other than Directors, and a Member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in meeting of the Company's Members.

#### **12.3. Execution of Documents**

- (a) The Company may have a Seal, known as the common seal, on which its name, its Australian Company Number and the words "Common Seal" are engraved.
- (b) If the Company has a seal the Directors shall provide for the safe custody of the Seal.
- (c) The Seal shall be used only by the authority of the Directors, or of a Federal Board of the Directors authorised by the Directors to authorise the use of the Seal.
- (d) The Company may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by:
  - i. two Directors; or
  - ii. one Director and one Secretary; or
  - iii. one Director and another person appointed by the Directors for that purpose.
- (e) The signature of such persons may be affixed to the document by manual, autographic or mechanical means.
- (f) The Company may execute a document without using a seal if the document is signed by:
  - i. two Directors; or
  - ii. one Director and one Secretary; or
  - iii. one Director and another person appointed by the Directors for that purpose.
- (g) A facsimile signature may not be affixed to a document unless the auditors, internal auditors or bankers of the Company have reported to the Federal Board in writing that the document may be sealed in that manner.

#### **12.4. Creation, Amendment and Repeal of By-Laws**

Only by Special Resolution of the Federal Board, the Federal Board has the power to make By-Laws concerning membership application and qualification for membership of the Company and any other matter which the Federal Board believes suitable for including in such By-Laws.

#### **12.5. Amendment of Constitution**



- (a) The Company may only alter this Constitution by Special Resolution passed at a General Meeting of the Members.
- (b) Only an ordinary Financial Member may vote on constitutional matters.
- (c) All Associate members and other classes of members are excluded from voting on constitutional matters.
- (d) The provisions of **clause 12.5** shall only apply for such period or periods during which the Company has been endorsed as a tax-deductible gift recipient under Subdivision 30-B of the Tax Act.

### 13. Notices

- (a) A notice may be given by the Company to any Member either:
  - i. by serving it on them personally;
  - ii. by sending it by post to them at their address as shown in the Register or to the Service Address supplied by them to the Company for the giving of notices to them.
  - iii. By e-mail to the e-mail address provided by the Member.
- (b) Where a notice is sent by:
  - i. post, service of the notice shall be deemed to be effective by properly addressing, prepaying and posting a letter containing the notice, and to have been effected, in the case of a notice of a Member, on the day after the date of its posting and, in any other case, at the time at which the letter would be delivered in the ordinary course of post.
  - ii. by facsimile transmission, service of the notice shall be deemed to be effected within twenty-four (24) hours of the transmission, unless the Company receives notification that the transmission was not successful.
  - iii. by electronic transmission, service of the notice shall be deemed to be effected within twenty-four (24) hours of the transmission, unless the Company receives notification that the transmission was not successful.
- (c) A notice may be given by the Company to joint Members by giving the notice to the joint Member first named in the Register.

### 14. Financial Matters

#### 14.1. Application of Income and Property

- (a) The income and property of the Company, however, derived will be applied solely towards the promotion of the objects of the Company as set out in this Constitution, and no portion of the income or the property of the Company will be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to Members of the Company.
- (b) Nothing in this Constitution shall prevent the payment in good faith:
  - i. of the payments contained in **clauses 14.1(a) and (b)** hereof;
  - ii. payment of insurance premiums to the extent permitted by the Act; and
  - iii. indemnification to the extent permitted by the Act and this Constitution.

#### 14.2. Dividends and Reserves



No payment of dividends or other distributions to Members shall be made.

### **14.3. Accounts**

The Federal Board will cause to be kept proper books of account in which will be kept true and complete accounts of the affairs and transactions of the Company. Proper books will not be deemed to be kept unless the books give a true and fair view of the State of the Company's affairs and explain its transactions.

## **15. Public Fund**

### **15.1. Operation of Public Fund**

- (a) The Company may, and if granted endorsement as a tax-deductible gift recipient shall, establish a Public Fund for the purpose of receiving donations in order to carry out and administer the objects of the Company as described in this Constitution.
- (b) All gifts of money made to the Company as trustee of the Public Fund and all income received by the Company as trustee of the Public Fund as gifts or donations from any member of the public or from any other source are to be deposited to one or more separate bank accounts operated by the Company and, in the books of account of the Company, credited to one or more separate accounts. For the purposes of this Constitution, any such bank account will be referred to as "Australian National Imams Council Bank Account" and such accounts in the books of account of the Company will be referred to as "the Public Fund Account".
- (c) All gifts or donations of a non-monetary nature or type must be specifically identified on a gift register and all such items must be in the books of account of the Company and be credited to the Public Fund Account.
- (d) A receipt must be given by the Company as trustee of the Public Fund to the donor of all gifts or donations, whether of a monetary or non-monetary nature. The receipt must show the following items:
  - i. Name of the Company; and
  - ii. the Australian Business Number applicable to the Public Fund;
  - iii. if the gift or donation is of monetary nature, the quantum of money received; or
  - iv. if the gift or donation is of a non-monetary nature, a full and accurate description of the item or items the subject of the gift or donation; and
  - v. a statement that the receipt is for a gift.
- (e) The funds standing to the credit of the Public Fund Account must be used solely in pursuance of the purposes of the Public Fund. Detailed records are to be maintained of all amounts debited to the Public Fund Account.
- (f) All income and property received by the Company from all sources other than from gifts or donations from the public or from any other source such as government grants, funds from sponsors, proceeds of raffles, fundraising activities and the like are to be credited to such other accounts in the books of account of the Company and under no circumstances shall any such income be credited to the Public Fund Account.

## **16. Winding-up**

The Company may be dissolved by a Special Resolution of Members at a meeting of the



Company Members.

### 16.1. Contribution of Members on Winding Up

Every Member of the Company undertakes to contribute to the assets of the Company in the event of the Company being wound up while a person is a Member, or within one year of ceasing to be a Member such amount as may be required not exceeding \$10, for the payment of the debts and liabilities of the Company contracted whilst the Member or past Member as the case may be was a Member of the Company, and the costs charges and expenses of winding up and for the adjustment of the rights of the contributors amongst themselves.

### 16.2. Distribution of Property on Revocation Of Endorsement

- (a) Where on the withdrawal or revocation of any endorsement given by the Commissioner of Taxation of the Company's status as a tax-deductible gift recipient under Sub-Division 30-B of the Tax Act, any surplus assets or property of the Ancillary Trust Fund shall not form part of the Company's assets or property but must be given or transferred to such other institution or Company which has all of the following features:
- i. it has been approved under Sub-Division 30-B of the Tax Act as a body which may receive donations of money and/or property with such donations being deductible from the taxable income of the donor; and
  - ii. it has similar objects to those described in **clause 2**; and
  - iii. it is an institution or body which prohibits the distribution of income, profits or assets to its members; and
  - iv. it has gained approval to be recognised as a body whose income is exempt from taxation.
- (b) Such an institution or Company will be determined by the members of the Company within three months of the Company's receipt of formal written notification from the Commissioner of the withdrawal or revocation of endorsement. Failing such a determination, the institution or Company shall be determined by application to the Supreme Court in Victoria.

### 16.3. Distribution of Property on Winding Up

- (a) Where on the winding up of the Company or dissolution of the Company, there is a surplus of assets after satisfying all the Company's liabilities and expenses, the surplus shall not be paid or distributed to the Members of the Company but will be given or transferred to such other institution or Company having similar objects to those described in **clause 2**, is an institution or body and which prohibits the distribution of income, profit or assets to its Members and which has gained approval from the Deputy Commissioner of Taxation to be recognised as a body whose income is exempt from taxation.
- (b) Such institution or Company will be determined by the Members of the Company on or before the time of such winding up or dissolution; failing such determination, the institution or Company shall be determined by application to the Supreme Court in the State of incorporation.



## 17. Appointment of The Grand Mufti of Australia

### 17.1. Nomination of the Grand Mufti of Australia

- (a) The Australian Fatwa Council, from time to time, shall nominate a Member from amongst them for the position of Grand Mufti of Australia.
- (b) The potential Grand Mufti of Australia shall possess the following:
  - i. At a minimum, a graduate degree in Islamic Studies, or higher from an Islamic University with standards recognised internationally; and
  - ii. Shall be renowned amongst the Australian community for their eminent Islamic knowledge; and
  - iii. Sound understanding of matters concerning the Australian Muslim community and the broader Australian community.
- (c) In order to hold the position of the Grand Mufti of Australia, the nominated person must obtain the collective support, in the form of two-thirds (2/3) majority of the Company's Directors and the Australian Fatwa Council, at the Mufti Election Meeting.
- (d) Suppose the nominated Grand Mufti of Australia did not enjoy the support of the two-thirds (2/3) majority of the Directors and the Australian Fatwa Council collectively at the Mufti Election Meeting. The Mufti Election Meeting shall be adjourned for a minimum of 14 days or any reasonable time that Directors and the Australian Fatwa Council see fit.
- (e) If two-thirds (2/3) majority of Directors and the Australian Fatwa Council collectively is not reached at the second Mufti Election Meeting, then a third meeting shall be conducted at any reasonable time that the Directors and the Australian Fatwa Council see fit.
- (f) At the third Mufti Election Meeting, the present Directors and the Australian Fatwa Council members shall resolve the matter and elect the nominated Grand Mufti of Australia by a collective majority vote.
- (g) The term of office for the position of Grand Mufti of Australia is 3 years from the date of appointment.
- (h) Nothing in this Constitution prevents a retiring Grand Mufti of Australia from being re-elected for further terms to the office of the Grand Mufti of Australia.

### 17.2. The Required Quorum of Electing the Grant Mufti of Australia

- (a) For the purpose of **clause 17.1** herein, each of the meetings noted in **clause 17.1** herein shall meet the following:
  - i. There shall be no less than the majority (51%) of the total members of the Australian Fatwa Council; and
  - ii. There shall be no less than the majority (51%) of the total members of the Federal Board of Directors.
- (b) If the quorum is not met at any given meeting noted in **clause 17.1** herein, the meeting shall be adjourned for a minimum of 14 days or any other reasonable time that Directors and the Australian Fatwa Council see fit.
- (c) If the quorum is not met in the adjourned meeting, the adjourned meeting shall be adjourned for a minimum of 14 days or any other reasonable time that Directors and the



Australian Fatwa Council see fit. At such a meeting, at such a third meeting, the Directors and the Fatwa Council shall resolve the matter and commence with the election with the present quorum.

**17.3. Proxy Voting at Meeting of Electing the Grand Mufti of Australia**

Proxy voting is strictly not allowed at the Meeting of Electing of the Grand Mufti of Australia.

**17.4. Chairman of Meeting of Electing the Grand Mufti of Australia**

- (a) The Chairman of the Federal Board shall chair each of the meetings noted in **clause 17.1**.
- (b) For the purpose of **clause 17.4(a)**, the Chairman shall have no casting vote and has no authority other than ensuring that the Meeting of Electing the Grand Mufti of Australia is conducted in an orderly manner.

**17.5. Revoking the Appointment of The Grand Mufti of Australia**

The appointed Grand Mufti of Australia may be disqualified from their office only in the following event:

- (a) dies or 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; or
- (b) resigns from office by notice in writing to the Federal Board of Directors; or
- (c) without the consent of the Federal Board of Directors in General Meeting holds any other office of profit under the Company; or
- (d) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of that interest as required by **clause 10.10**; or
- (e) behaves immorally, whereby, in the view of the 2/3 of the Members, the concerning behaviour is considered immoral pursuant to Islamic moral values;
- (f) if charged and found guilty, according to Australian Law, with an indictable offence.

**17.6. The Powers of The Grand Mufti of Australia**

The powers of the Grand Mufti of Australia are limited to the following:

- (a) Holds a proxy seat of a Director on the Federal Board;
- (b) Chair the Fatwa Council meetings;
- (c) With the assistance of the Australian Fatwa Council, issues Islamic verdicts regarding the religious affairs concerning the Australian Muslims;
- (d) Represents Australian Muslims in Australia and internationally in matters concerned with the religion of Islam.
- (e) all other matters, the Grand Mufti may represent Australian Muslims in Australia and internationally, subject to the internal policy agreed upon between the Federal Board and the Fatwa Council;
- (f) Conduct dispute resolution between Members and between Islamic organisations.
- (g) Shall be the final appeal authority in regard to the National Centre of Arbitration and Dispute Resolution.

**18. Australian Fatwa Council**



### 18.1. The Objects

The objective of the Australian Fatwa Council shall be:

- (a) Assist the Grand Mufti of Australia to issue Islamic verdicts and carry out research on contemporary and general religious matters;
- (b) The Islamic verdicts shall be concerning the Muslim community;
- (c) Nominate from amongst them the Grand Mufti of Australia;
- (d) Vote with the Directors to elect the Grand Mufti of Australia; and
- (e) Religious and spiritual guidance in preserving Islamic practices and identity.

### 18.2. Membership of the Australian Fatwa Council

- (a) Membership of the Australian Fatwa Council will only be based on qualifications and competency and shall not take into consideration any Geographic or State representations.
- (b) Members of the Australian Fatwa Council must meet the following criteria:
  - i. Must be a graduate from a Sharia faculty or similar faculty from a recognised institution;
  - ii. Must have a minimum of 5 years of experience after graduating from a bachelor's level course;
  - iii. Must have specialised in at least one Madhab;
  - iv. Must have minimum 3 Testimonies given for their knowledge and character from Members;
  - v. Must be endorsed by their State Imams Council;
  - vi. Must be ready to research and invest time into the Australian Fatwa Council;
  - vii. Produce research based on their qualifications;
  - viii. Must be a member of the State Imams Council for a minimum of 2 years;
  - ix. The Australian Fatwa Council to take into consideration involving Members from different Madhabs and schools of thought.
- (c) The Australian Fatwa Council must have a minimum of 3 members and a maximum of 15 members.
- (d) The membership duration of the Australian Fatwa Council will be 5 years, with no limits imposed on the number of terms a member can serve as a member.
- (e) The Grand Mufti of Australia shall be by default the Chairman of the Australian Fatwa Council.
- (f) Nominations to the Australian Fatwa Council will be sent to the Federal Board and will be finalised in collaboration with the Australian Fatwa Council.
- (g) Nominations will be sent by all Members of the Company directly for submission to the Federal Board.
- (h) The Australian Fatwa Council can seek professional advice from relevant parties, experts, professionals, academics etc, when needed.



- (i) Nothing in this Constitution prevents a member of the Australian Fatwa Council from being appointed as a Director of the Federal Board or a director of a State Board or a bearer of an office of the Federal Board or of a State Board.

**18.3. Areas of Focus for the ANIC Federal Board and Australian Fatwa Council:**

- (a) The ANIC Federal Board will focus on the following:
- i. Logistics;
  - ii. Management;
  - iii. Operations;
  - iv. Public relations;
  - v. Memberships.
- (b) The Australian Fatwa Council will focus on the following:
- i. Islamic verdicts & Fatwa;
  - ii. Research;
  - iii. Religious and spiritual guidance;
  - iv. Nominating and electing the Grand Mufti of Australia.

**Schedule A****AUSTRALIAN NATIONAL IMAMS COUNCIL LIMITED**

(ACN 122 669 318)

**MEMBER NOMINATION**

<b>Full Name</b>			
<b>Street address</b>			
<b>Contact Tel No.</b>			
<b>Mobile No.:(optional)</b>			
<b>E-mail address</b>			
<b>Proposer Name</b>		<b>Secunder Name</b>	
<b>Proposer Address</b>		<b>Secunder Address</b>	
<b>Signature of Proposer</b>		<b>Signature of Secunder</b>	
<b>Signature of Applicant</b>		<b>Date:</b>	