

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

اتحادیه ایرانیان



# Constitution

**Iranian Association Inc**  
July 2019

*Our Mission*

*Strengthening Cooperation and Unity of Iranians*

*Together we make a winning team*

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**In the name of Allah, the most Gracious, the most Merciful**

## **CONSTITUTION OF IRANIAN ASSOCIATION INC**

### **PART I - PURPOSES, POWERS AND INTERPRETATION**

#### **1. NAME**

The name of the incorporated association is the "Iranian Association Inc" ("the Association"), and may operate under one or more trading/business names at the discretion of the Council.

The Association is a not-for-profit, non-political, charitable community organisation to extend co-operation, create coordination, harmony and unity among all Iranians and wider society in Australia based upon holy Islamic principles and Persian culture and traditions, to provide support and services to everyone throughout Australia, and to actively participate in the development and advancement of Australia side by side with other communities residing in Australia.

#### **2. PURPOSES OF ASSOCIATION**

The Association will have four divisions (Iranian Community of Western Australia, Persian Language School WA, Takreem Home and Community Care, and Iranian Muslims Association of Western Australia, and shall endeavor to achieve the following objective:

##### **A. Iranian Community of Western Australia**

- (i) Promote a harmonious relationship amongst Iranian Australian citizens, and the society in general by cultivating mutual respect through increased social interaction, sports, recreation, and other voluntary activities of significant community benefit.
- (ii) To extend co-operation, create coordination, harmony and unity among all Iranians, and strengthen and expand relations between Iranians in Western Australia based on Persian culture, language and traditions, and to provide support and services to all Iranians regardless of their race, religion, sex, age and/or political preferences.
- (iii) Performing social, cultural and educational programs to promote, teach, enlighten and raise the awareness in the areas of Persian profound heritage, culture, art, literature and language, and preserve the authentic Iranian culture and traditions.

##### **B. Persian Language School WA**

- (i) To maintain the Persian/Farsi language and cultures of children and youth from Persian speaking background
- (ii) To teach Persian language and literature as well as transferring knowledge of the Persian culture to Iranian children in WA, to all age groups from any linguistic or cultural background

- (iii) To increase the awareness and understanding of the wider community toward the Persian Language, Iranian thought, sentiment, values and literary arts.
- (iv) To contribute to social cohesion of Australia by maintaining Persian language and developing intercultural understanding
- (v) To complement the language education provided in Australian schools

#### C. Takreem Home and Community Care

- (i) To provide home, community and support services to elderly and people with severe and profound disabilities from any linguistic or cultural background, in accessing the community and enhancing their quality of life.

#### D. Iranian Muslims Association of Western Australia

- (i) To create opportunities to allow us to educate ourselves, our members, our fellow Muslims and the wider community on the correct teachings of our profound faith accordance with the teaching of the Holy Prophet (SAWS) and His Ahlul-Bayt (AS) by holding religious sermons and gatherings, to revive the name and path of the Holy Prophet and His Holy Ahlul-Bayt (as), and to empower our members through education, identity building and community services.
- (ii) Introducing Islam to the Australian society and clarifying any points of misunderstanding on Islamic principles, and sponsoring Islamic practice throughout the community.
- (iii) To study and identify the emerging needs of the Muslim communities especially Iranian Muslims and liaise with relevant agencies to ensure the allocation and provision of resources and services, and to try to create a better living environment for all Iranians and Muslims in Australia.

#### E. General – All divisions

- (i) Establishing mutual relations with other cultural, religious and community organizations, and cordial relations with the political and authorities of the Australian government and advocate on behalf of Iranian Community in Australia, and act as representative of the community.
- (ii) Establishing Iranian Community Centre to serve as social club of Iranians in Western Australia and to be used as a place for all activities of the association
- (iii) Solicit and receive bequests, endows, trusts, grants, funds and property, and to hold, invest, administer and distribute for the purposes of the association as presently set out and in advancement of the association's purposes.
- (iv) Undertake and or do all such other things as are incidental, ancillary or conducive to the attainment and advancement of these purposes and the exercise of the powers of the association.

- (v) While the Association respects the religious and political beliefs of our multi-cultural and democratic society, but does not affiliated with any.
- (vi) The property and income of the Association shall be applied solely towards the promotion of the objectives and purposes of the Association and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to members of the Association, except in good faith in the promotion of those objects or purposes.
- (vii) A payment may be made to a council member out of the funds of the Association only if it is authorised by a resolution of the association council under sub-rule (viii).
- (viii) A payment to a council member out of the funds of the Association is authorised if it is —
  - (a) the payment in good faith to the member as reasonable remuneration for any services provided to the Association, or for goods supplied to the Association, in the ordinary course of business; or
  - (b) the payment of interest, on money borrowed by the Association from the member, at a rate not greater than the cash rate published from time to time by the Reserve Bank of Australia; or
  - (c) the payment of reasonable rent to the member for premises leased by the member to the Association; or
  - (d) the reimbursement of reasonable expenses properly incurred by the member on behalf of the Association.

### **3. POWERS OF ASSOCIATION**

Solely for furthering the purposes set out above:

The association has perpetual succession and has power to:

- (a) Acquire by purchase, gift, devise, bequest, endow, trust agreement, contract or otherwise, real and personal property everywhere in the world, and may hold, sell, dispose of, exchange, mortgage, lease, let, improve and develop any such property and without restricting the generality of the foregoing may acquire in any way or ways real and personal property for the purpose of funding the purposes of the association and deal with any and all such property as empowered by this clause.
- (b) Open and operate bank accounts.
- (c) Obtain grant, funding and assistance from aid agencies and appropriate Australian government authorities (excluding political organizations).
- (d) Invest its money in any security in which trust monies may lawfully be invested or in any other manner authorised by the rules of the association.
- (e) Enter into any contract it considers necessary or desirable.

The activities of the association shall be carried on without purpose of gain for its members, and any income, profits or other accretions to the association shall be used in promoting the purposes of the association. This provision shall not prevent the payment of reasonable remuneration to any employee or contractor of the association in return for services actually rendered to the association.



## 4. INTERPRETATION AND DEFINITIONS

### 4.1 Definitions

In this Constitution, unless the contrary intention appears:

**The Association:** Means the Iranian Association Inc.

**Annual Subscriptions:** Means the annual fees payable by each category of Members, if decided and defined by the Supreme Council.

**Board:** Means the executive management board, consisting of all council members.

**Chairman:** Means the chairperson of the supreme council elected by the council members.

**Secretary:** Means the director, who is appointed by the council and is responsible for the day-to-day affairs of the association.

**Constitution:** Means this constitution of the Association as amended from time to time.

**Council:** Means the Supreme Council.

**Controlled Entity:** Means a not for profit incorporated association, institution or company, which the Association has control, through any or all of the following:

- Ownership
- Shareholding or membership
- Control of the board of management
- Control of the trustee
- Rights in constitutional documents

**Convene:** Means to call together for a formal meeting.

**Director:** Means a member of the Board or a person appointed by the board to a position within the Association or one of its divisions.

**Financial Year:** means the period of 12 months commencing on 1<sup>st</sup> of July each year and ending on 30<sup>th</sup> June of the following year.

**General Meeting:** Means a meeting to which all members with voting rights are invited.

**Intellectual Property:** Means all rights subsisting in copyright, trade names, trade marks, logos, designs, equipment, images (including photographs, videos or films) or service marks relating to the Association or activity conducted, promoted or administered by the Association.

**Poll:** Means voting conducted in written form (as opposed to a show of hands).

**Regulations:** Means any regulations made by the Council.

**Resident Members:** Means any Member who is permanent resident or citizen of Australia.

**Supreme Council:** Means the policy-making and governing committee of the Association.

**Voting Members:** Means all Members, who are eligible to vote at the General Meeting.

**Eligible for election or re-election:** means not prohibited from sitting on the management committee of an incorporated association, meets the eligibility criteria under the Association Act 2015 and this constitution.

## **4.2 Interpretation**

In this Constitution:

- (a) A reference to a function includes a reference to a power, authority and duty;
- (b) A reference to the exercise of a function includes where the function is a power, authority or duty, a reference to the exercise of the power or authority or the performance of the duty;
- (c) Words importing the singular include the plural and vice versa;
- (d) Words importing any gender include the other genders;
- (e) Words importing the member include all classes of members, unless the class is specified.
- (f) Words or expressions shall be interpreted in accordance with the provisions of the Act as they vary from time to time;
- (g) References to persons include corporations and bodies politic;
- (h) References to a person include the legal personal representatives, successors and permitted assigns of that person;
- (i) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (j) Expressions referring to "writing" shall unless the contrary intention appears, be construed as including references to printing, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

## **4.3 Enforceability**

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision shall be read down for the purpose of that jurisdiction, if possible, so it is valid and enforceable. If it cannot be so read down the provision shall be severed to the extent of the invalidity or unenforceability. The remaining provisions of this Constitution and its validity or enforceability shall not be affected by the severance in any other jurisdiction.

## **5. REGISTERED ADDRESS.**

The registered address of the Association shall be the permanent resident address of the chairman, until the Association acquires a permanent office as determined by the Council.

## PART II - MEMBERSHIP

### 6. MEMBERSHIP OF ASSOCIATION

#### 6.1 Categories of Member

The membership of the association is open to all people who have the eligibility required for at least one of the Association membership categories as described below.

The Members shall be, and shall be divided into, the following categories:

- (a) **Member:** Any male or female who is residing in Australia, completed the age of seventeen years and accepted this constitution, after applying for the membership, payment of his/her annual subscription fee (if defined) and approval of his/her membership by the association.
- (b) **VIP Member:** Any member of the association who also became a member of a committee of the Association, or supreme council.
- (c) **Life Member:** In recognition of the contributions of the founders and other valued members of the Association, a Member or VIP Member also shall be recognised as Life Member of the Association, if (a) he or she is a member who participated in establishment of the Association as listed in the application for incorporation of the Association (Form 1), or (b) he or she made a significant contribution to the Association, has been suggested by the Supreme Council, and approved by three-fourths of the Life Members, and approved by the Annual General Meeting.
- (d) Such other category or categories of members as determined by the council from time to time.

**All Members** shall have the right to be present and to debate at General Meetings and have the voting rights. Candidates for the membership of the Supreme Council and any other management position across the organisation shall be a Muslim and speaks Persian language fluently. Candidates for the positions of Chairman, Secretary and CFO shall be Australian Citizen.

A copy of the rules must be made available to each person who becomes a member of the association.

**Life Members** shall retain their membership and are exempt from Annual Subscriptions Fee (if defined).

#### 6.2 Application For Membership

Subject to this constitution, an application for membership must be:

- (a) In writing in the form prescribed by the council from time to time; accompanied by the appropriate fee or fees (if fee determined by the council); and lodged with the council.
- (b) The process of membership applications shall be complete within 2 month of applying for membership.
- (c) As soon as is practicable after the receipt of an application, the chairman shall review the application, determine the appropriate class of membership and whether to approve or decline the application.
- (d) Any application, which declined by chairman, must be referred to the council meeting for further review and final decision.

- (e) Upon approval or rejection of the application for membership, the chairman shall, as soon as practicable, notify the applicant in writing that it is approved or declined. If approved, membership shall commence on entry into the Register.
- (f) If the council does not approve an application for membership, it is not required to give reason for its decision.
- (g) An applicant whose application for membership of the Association is rejected must, if he or she wishes to appeal against that decision, give notice to the Secretary of his or her intention to do so within a period of 14 days from the date he or she is advised of the rejection.
- (h) When notice is given under sub-rule (g), the Association in a general meeting no later than the next annual general meeting, must either confirm or set aside the decision of the Council to reject the application, after having afforded the applicant who gave that notice a reasonable opportunity to be heard by, or to make representations in writing to, the Association in the general meeting.
- (i) The chairman may appoint a person who should be a Voting Member of the Association as "Membership Administration Officer (MAO)" and authorise him/her to perform part or all of his duty for managing the membership affairs, as set in this RULE (6.2) and RULE 8.1.

### **6.3 Effect of Membership**

- (a) Members acknowledge and agree that:
  - (I) This Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the Regulations;
  - (II) They shall comply with and observe this Constitution and the Regulations;
  - (III) By submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Association;
  - (IV) This Constitution and Regulations are necessary and reasonable for promoting the purposes of the Association; and
  - (V) They are entitled to all benefits, advantages, privileges and services of their membership as determined by the Council and applied to their class of the membership.
  - (VI) No member or members of the Association including Council members has the right to provide media with Association news or reports unless approved and provided by the Supreme Council.
- (b) Members may by virtue of membership of the Association and subject to this Constitution:
  - (I) Express in writing or otherwise their views and opinions in any meeting in respect of which they are entitled to participate in accordance with this Constitution;
  - (II) Make proposals or submissions to the Council;
  - (III) Engage and participate in any activity approved, sponsored or recognised by the Association; and
  - (IV) Conduct any activity approved by the Association.
  - (V) At any reasonable time inspect without charge the books, documents, records and securities of the Association.
- (c) A right, privilege or obligation of a person by reason of their membership of the Association:
  - (I) Is not capable of being transferred or transmitted to another person; and
  - (II) Terminates upon the cessation of membership whether by resignation, death, or otherwise.

## **7. SUBSCRIPTIONS AND FEES**

The Annual Subscriptions Fee and any other fees payable by Members or categories of Members to the Association, the benefits that apply, the time for, and manner of payment, shall be determined by the Council, and shall be revised from time to time.

- (a) If the Annual Subscriptions Fee (Membership Fee) is defined, then each member must pay his/her membership fee on or before 1 July or such other date as the council from time to time determines.
- (b) A person exercises all the rights and obligations of a member for the purposes of these rules if his or her subscription (if defined) is paid on or before the due date or within three months thereafter.
- (c) Subject to the rule (b), a member whose subscription is not paid within 3 months after the due date ceases on the expiry of that period to be a member, unless the council decides otherwise.
- (d) Rules 7.a, 7.b and 7.c are also applicable to the Card Fee (if defined).

## **8. REGISTERS**

### **8.1 Register of Members**

The chairman shall keep and maintain a Register of Members in which shall be entered the full name, and either residential, postal or email address, category of membership, date of entry of the name of each Member.

### **8.2 Inspection of Register**

Having regard to confidentiality considerations, an extract of the register, including each member's name and residential or postal address but excluding any other details of a the members, upon request, shall be made available for inspection of members, who may make a copy or take an extract of the register.

Member requesting the inspection of members shall provide a statutory declaration setting out the purpose for which the copy of the register of members is required.

Member, who requests the Association for a copy of the register, shall pay a reasonable fee as decides by the council, for the service.

The member receiving the copy of the register cannot use the information for business and marketing purposes.

## **9. RESIGNATION OF MEMBERS**

### **9.1 Notice of Resignation**

Any Member may resign from the Association by returning his/her membership card (if produced), giving two weeks' notice in writing to the Association of such intention to resign. Upon the expiration of that period of notice, the Member shall cease to be a member.

### **9.2 Expiration of Notice Period**

Upon the expiration of a notice given under Rule 9.1, an entry, recording the date on which the Member who gave notice ceased to be a Member, shall be recorded in the Register.

### **9.3 Forfeiture of Rights**

A Member who ceases to be a Member, for whatever reason, shall forfeit all of his/her membership rights.

## **10. EXPULSION, SUSPENSION OR FINING OF MEMBERS**

### **10.1 Suspension in Exceptional Circumstances**

In addition to the rights of suspension and expulsion under this Constitution, the Council may in its discretion suspend a Member from the Association in exceptional circumstances pending determination of a resolution under this Rule 10. For the purposes of this Rule "exceptional circumstances" means circumstances in which, after reasonably enquiry, it is considered that the Association or any of the Members may suffer damage or detriment as a result of the actions or inactions by the Member who is being considered for suspension under this Rule.

If a suspension is imposed under this Rule, the Secretary shall notify the Member concerned of the suspension in writing and send a copy of such notification to the Council.

### **10.2 Council Resolution**

Subject to this Constitution, the Council may by resolution:

- (i) Expel a Member from the Association; or
- (ii) Suspend a Member from membership of the Association for a specified period; or
- (iii) Impose such other penalty, action or educative process as it sees fit,

If the Council considers that the Member has:

- (a) Breached, failed, refused or neglected to comply with a provision of this Constitution or the Regulations;
- (b) Acted in a manner unbecoming of a Member or prejudicial to the purposes and interests of the Association, or another Member; or
- (c) Brought the Association, or another Member into disrepute.

Such grounds do not constitute a grievance, and Rule 26 does not apply.

### **10.3 Notice of Alleged Breach**

Where the Council considers that a Member may have satisfied one or more of the grounds in Rule 10.2(a), (b) or (c), the Secretary shall, as soon as practicable, serve on the Member a notice in writing:

- (a) Setting out the alleged breach of the Member and the grounds on which it is based;
- (b) Stating that the Member may address the Council at a meeting to be held not earlier than fourteen and not later than thirty days after service of the notice;
- (c) Stating the date, place and time of that meeting;
- (d) Informing the Member that he, she or it may do one or more of the following: -
  - (i) Attend that meeting;
  - (ii) Give the Association, before the date of that meeting a written statement regarding the alleged breach.

### **10.4 Determination of Council**

At a meeting of the Council held in accordance with Rule 10.3, the Council shall:

- (a) Give the Member every opportunity to be heard;
- (b) Give due consideration to any written statement submitted by the Member; and
- (c) By resolution determine whether the alleged breach occurred.

### **10.5 Decisions Binding**

If the Council passes a resolution at the meeting held in accordance with this Rule 10, decisions of the resolution will be binding and final upon the Council and the

Member, until and unless that decision set aside by the General Meeting in accordance with the RULE 10.6.

### **10.6 Appeal**

Should the resolution of the council not be acceptable, the expelled member may appeal to the General Meeting through the Council.

- (a) Such member, who wishes to appeal against the council resolution, must give notice to the Secretary of his or her intention to do so within a period of 14 days from the date he or she is advised of the resolution.
- (b) When notice is given under this rule, the Association in a general meeting no later than the next annual general meeting, must either confirm or set aside the decision of the Council.

## **PART III - GENERAL MEETINGS**

### **12. ANNUAL GENERAL MEETINGS**

#### **12.1 Annual General Meeting to be Held**

The Association shall in each calendar year convene and hold an Annual General Meeting of its Voting Members in accordance with the provisions of the Act and on a date and at a venue to be determined by the Council.

#### **12.2 Ordinary Business**

The ordinary business of the Annual General Meeting shall be to:

- (a) Confirm the minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting;
- (b) Receive from the Board, reports upon the transactions of the Association during the last preceding year;
- (c) Elect the Council Members, when is due;
- (d) Receive and consider the statement submitted by the Council.

#### **12.3 Special Business**

The Annual General Meeting may transact special business of which notice is given in accordance with this Constitution.

#### **12.4 Additional Meetings**

The Annual General Meeting shall be in addition to any other General Meetings that may be held in the same year.

#### **12.5 Entitlement to Vote**

The only persons entitled to vote at Annual General Meetings of the Association shall be the Voting Members.

#### **12.6 Other General Meetings**

All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with the provisions of this Constitution.

## **13. SPECIAL GENERAL MEETINGS**

### **13.1 Special General Meetings May be Held**

The Council may, whenever it thinks fit convene a Special General Meeting of the Association.

### **13.2 Request for Special General Meetings**

- (a) The Council shall on a request in writing of not less than thirty per cent (30%) of Voting Members convene a Special General Meeting. The Council may also request a Special General Meeting.
- (b) The request for a Special General Meeting shall state the object(s) of the meeting and shall be signed by the Voting Members making the request and be sent to the Secretary and may consist of several documents in a like form, each signed by one or more of the Voting Members making the requisition.
- (c) If the Council does not cause a Special General Meeting to be held within two months after the date on which the request is sent to the Association, the Members making the request, may convene a Special General Meeting to be held not later than ninety days after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which the Council convenes meetings. The Association shall refund all reasonable expenses incurred in convening the meeting to the persons incurring the expenses.

## **14. RESIDENTS GENERAL MEETINGS**

This rule has been removed

Ref. Constitution Amendments – Sep 2015

## **15. NOTICE OF MEETINGS**

### **15.1 Notice to be given for General Meetings**

The chairman, at least twenty eight days before the date fixed for holding a General Meeting, send to each Voting Member at their address appearing in the Register, a notice in writing stating the place, date and time and the nature of the proposed business to be transacted at the meeting.

### **15.2 Business of Meeting**

- (a) No business other than that set out in the notice convening the meeting shall be transacted at the General Meeting.
- (b) A Member desiring to bring any business before a meeting shall give at least thirty days notice in writing of that business to the Association, which shall include that business in a notice calling the next General Meeting after the receipt of the notice.
- (c) A motion of which due notice has been given, if unsuccessful, cannot be resubmitted, nor may any other motion having a similar effect be moved at a subsequent General Meeting for a period of twelve months. The chairperson shall determine whether a motion is a motion having a similar effect.



## **16. PROCEEDINGS AT GENERAL MEETINGS**

### **16.1 Special Business**

All business that is transacted at a Special General Meeting or the Annual General Meeting, with the exception of that referred to in this Constitution as the ordinary business of the Annual General Meeting, shall be special business.

### **16.2 Quorum**

- (a) No item of business shall be transacted at a General Meeting unless a quorum of Members entitled under this Constitution to vote is present during the time when the meeting is considering that item.
- (b) Ten percent of all fully paid up voting members present personally or by proxy, or six such members, whichever is higher constitute a quorum for the transaction of the business at a General Meeting (AGM or SGM).
- (c) If within half an hour after the appointed time for the commencement of a General Meeting, a quorum is not present, the meeting:
  - (I) If convened upon the requisition of Members, shall be dissolved; and
  - (II) In any other case, shall stand adjourned to the same day in the next week at the same time and (unless Members are notified of an alternate venue) at the same place and if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the Members present (being not less than 5) shall be a quorum.

## **17. CHAIRPERSON AT MEETINGS**

### **17.1 Chairman to Chair**

The chairman shall chair each General Meeting of the Association.

### **17.2 Where Chairman Absent**

If the chairman is absent from a General Meeting or is unwilling to act, the Vice-chair shall chair the meeting. If the Vice-chair is also unavailable then, the Council shall elect one of its members to preside as chairperson at the meeting.

## **18. ADJOURNMENT OF MEETINGS**

### **18.1 Chairperson May Adjourn Meeting**

The chairperson of a General Meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

### **18.2 Further Notice**

- (a) Where a meeting is adjourned for fourteen days or more, a like notice of the adjourned meeting shall be given as in the case of the General Meeting.
- (b) Except as provided in Rule 18.2(a), it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

## **19. VOTING AT GENERAL MEETINGS**

### **19.1 Voting Rights**

All voting members shall have the right to vote at the General Meetings. Each Voting Member present in person or by proxy at the General Meeting is entitled to one vote.

### **19.2 Proxies of Members**

A member (in this rule called the appointing member) may appoint in writing another member who is a natural person to be the proxy of the appointing member and to attend, and vote on behalf of the appointing member at, any General Meeting.

### **19.3 Voting Procedure**

- (a) Except as otherwise provided in this Constitution, all votes shall be given in person by attendance at a General Meeting.
- (b) A question arising at the General Meeting shall be determined on a show of hands.
- (c) In the case of an equality of votes on a question, the chairperson of the meeting may exercise a second or casting vote.
- (d) A Voting Member is not entitled to vote at any General Meeting unless all monies due and payable to the Association have been paid, other than the amount of the Annual Subscription (if defined) payable in respect of the current Financial Year.

### **19.4 Recording of Determinations**

If before, or on, the declaration of the show of hands a poll is demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried, carried unanimously, carried by a particular majority or lost, an entry to that effect in the minute book of the Association is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

### **19.5 Poll at General Meetings**

- (a) If at a meeting a poll on any question is demanded by 5 Voting Members, it shall be taken at the meeting in such manner as the chairperson may direct and the resolution of the poll shall be deemed to be a resolution of the meeting on that question.
- (b) A poll that is demanded on a question of an adjournment shall be taken immediately and a poll that is demanded on any other question shall be taken at such time before the close of the meeting as the chairperson may direct.

### **19.6 Postal Voting**

- (a) Postal voting may be held from time to time in such instances as the Council may determine and shall be held in accordance with procedures prescribed by the Council.
- (b) All postal voting shall be conducted under conditions of a secret ballot and shall be scrutinised by an impartial person duly appointed by the Council to conduct the ballot.

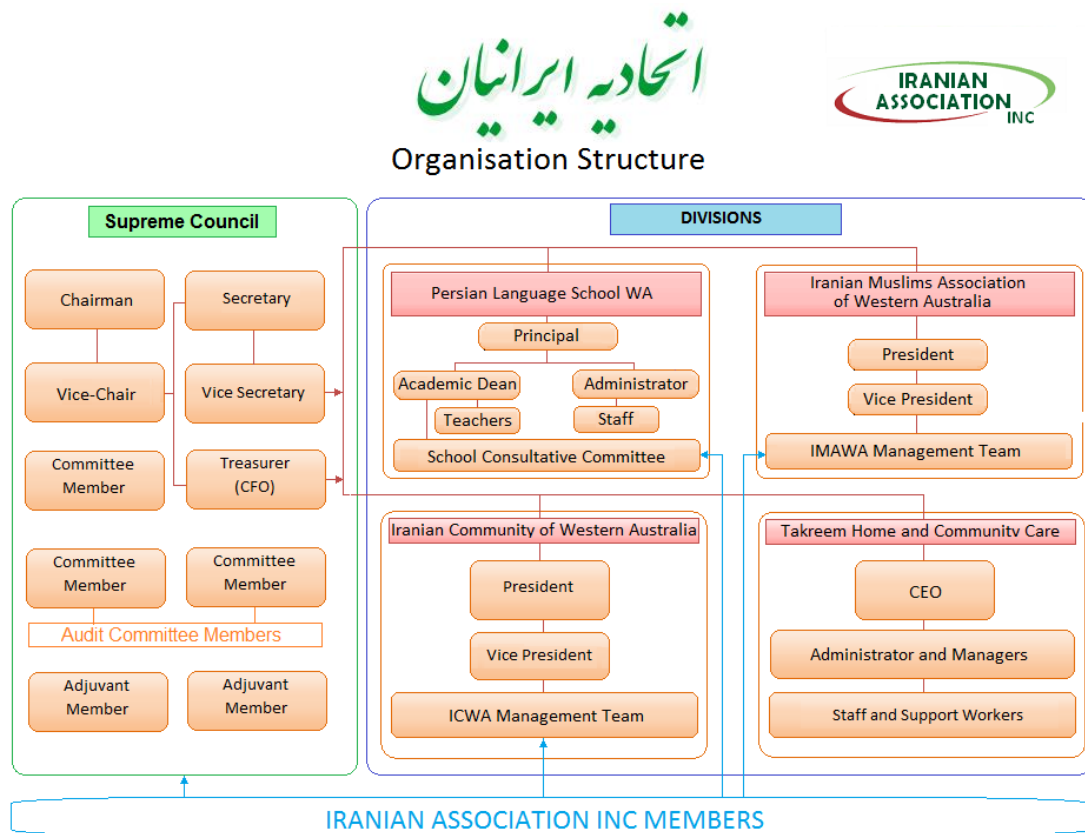
## PART IV – STRUCTURE

### 20. STRUCTURE

The association's organisational structure consists of the supreme council, four divisions (Iranian Community of Western Australia, Persian Language School WA, Takreem Home and Community Care, and Iranian Muslims Association of Western Australia),

The council also act as the management board of all divisions unless stated otherwise in this constitution, and may (at any time) add, remove or merge divisions and/or committees to optimise the functionality of the association as it thinks fit.

Each division may also have several sub-groups.



## **PART V – SUPREME COUNCIL, BOARD AND COMMITTEES**

### **21. SUPREME COUNCIL**

Supreme Council is the policy-making and governing body of the association, consisting of minimum four elected Resident Members who shall be elected in accordance with Rule 22;

#### **21.1 Powers of Council**

- (a) The Association shall be governed by the Council constituted under Rule 21.2.
- (b) Subject to this Constitution and the Act, the Council:
  - (I) Shall control all the business and affairs of the Association;
  - (II) May exercise all such powers and functions as may be exercised by the Association other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meetings; and
  - (III) Has power to perform all such acts and things as appear to the Council to be essential for the proper management and smooth running of the business and affairs of the Association.

#### **21.2 Composition of Council**

- (a) The Council shall consist of:
  - (I) A Chairman
  - (II) A Vice-chair
  - (III) A Secretary
  - (IV) A Treasurer (Chief Financial Officer).
  - (V) When possible and enough number of nominees for candidacy as Council Members are available; up to maximum of six other persons, all of whom must be Voting Members of the Association, preferably one academic staff and one parent of students from Persian Language School, and one member of management team or any consultative committees of each division of the Association.
  - (VI) Two Adjuvant Members who may be appointed by the Council in accordance with Rule 21.10.
- (b) The position of Chairman, Vice-Chair and Secretary shall be appointed by the Council from amongst its number as soon as practicable after the election of the council members. The appointees will hold the positions until the conclusion of the third Annual General Meeting following their appointment. A Council Member may be re-appointed to any other or the same position.
- (c) The Council shall appoint two persons amongst its members as “Audit Committee Members”.
- (d) This rule has been removed (Ref. Constitution Amendments – May 2013)
- (e) This rule has been removed (Ref. Constitution Amendments – Oct 2011)

### **21.3 Term of Council Members**

- (a) Each Council Member, shall hold office until the third Annual General Meeting following the declaration of their election, but is eligible for re-election.

### **21.4 Chairman and Vice-Chair**

- (a) Subject to this rule, the Chairman must preside at all the Council meetings.
- (b) In the event of the absence from a meeting of-
  - (I) The Chairman, the Vice-Chair; or
  - (II) Both the Chairman and the Vice-Chair, the Secretary; or
  - (III) If none of the above is present, then a Council member elected by the other Council members will chair the meeting.
- (c) The Chairman may also authorise the Vice-Chair to chair any of the Council meetings on his behalf.

### **21.5 Secretary**

The Secretary must-

- (a) Be appointed by the Council, shall act as public officer of the Association and;
  - (I) shall report to the Chairman,
  - (II) be responsible to the Council for the management of the day-to-day affairs of the Association and for this purpose may exercise all powers of the Association which are not, under the Act or this Constitution, required to be exercised by the Chairman, Council or by the Members
  - (III) Co-ordinate the correspondence of the Association, but other than those required to be coordinated by the Chairman and CFO;
- (b) Prepare full and correct minutes of the proceedings of the Council and of the Association;
- (c) Comply on behalf of the Association with-
  - (I) Keeping and maintaining in an up to date condition the rules of the Association and, upon the request of a member of the Association, must make available those rules for the inspection of the member and the member may make a copy of or take an extract from the rules but will have no right to remove the rules for that purpose; and
  - (II) Maintaining a record of –
    - (A) The names and residential or postal addresses of the persons who hold the offices of the Association provided for by these rules, including all offices held by the persons who constitute the Council and persons who are authorised to use the common seal of the Association.
    - (B) The names and residential or postal addresses of any persons who are appointed or act as trustees on behalf of the Association,

- (III) And the Secretary must, upon the request of a member of the Association, make available the record for the inspection of the member and the member may make a copy of or take an extract from the record but will have no right to remove the record for that purpose;
- (d) Perform such other duties as are imposed by these rules on the Secretary.

### **21.6 Appointed Director**

- (a) The Council Members may appoint an Appointed Director and may from time to time cancel any such appointment.
- (b) The Appointed Director may have specific skills in commerce, finance, marketing, law or business generally or such other skills, which suit the position and compliment the Council composition.
- (c) The Appointed Director shall be appointed by the Council Members in accordance with this Constitution for a term of three years, which shall commence six weeks after the Annual General Meeting (unless council decide otherwise) until six weeks after the conclusion of the third Annual General Meeting following their appointment.

### **21.7 Executive Management Team**

This rule has been removed.

Ref. Constitution Amendments – May 2013.

### **21.8 Chief Executive Officer**

This rule has been removed.

Ref. Constitution Amendments – August 2009.

### **21.9 Chief Financial Officer**

The Chief Financial Officer must-

- (a) Be responsible for the receipt of all moneys paid to or received by, or by him or her on behalf of, the Association and must issue receipts for those moneys in the name of the Association;
- (b) Pay all moneys referred to in paragraph (a) into such account or accounts of the Association as the Council may from time to time direct;
- (c) Make payments from the funds of the Association with the authority of the Council and in so doing ensure that all cheques are signed by himself or herself, or Chairman or Secretary. In the absence of Chairman, Secretary or CFO, the Vice-Chair, Vice-Secretary or CFO Deputy may sign the cheques respectively.
- (d) Comply on behalf of the Association with sections 25 and 26 of the Act with respect to the accounting records of the Association by-
  - (I) Keeping such accounting records as correctly record and explain the financial transactions and financial position of the Association;
  - (II) Keeping its accounting records in such manner as will enable true and fair accounts of the Association to be prepared from time to time;

- (III) Keeping its accounting records in such manner as will enable true and fair accounts of the Association to be conveniently and properly audited; and
  - (IV) Submitting to members at each annual general meeting of the Association accounts of the Association showing the financial position of the Association at the end of the immediately preceding financial year.
- (e) Whenever directed to do so by the Chair, submit to the Council a report, balance sheet or financial statement in accordance with that direction;
  - (f) Unless the members resolve otherwise at a Council meeting, have custody of all securities, books and documents of a financial nature and accounting records of the Association, including those referred to in paragraphs (d) and (e); and
  - (g) Perform such other duties as are imposed by these rules on the Chief Financial Officer.

#### **21.10 Adjuvant Members**

1. The Council may appoint up to two Adjuvant Members and may from time to time cancel any such appointment
2. Adjuvant Members must be voting members of the Association, and preferably amongst the candidates for Council Membership, who did not get enough votes to become a Council Member.
3. Adjuvant Members may be appointed by the Council for a term of up to six months, however are eligible for re-election up to three consequent terms in the office.
4. Adjuvant Members do not have right to vote at any meeting of the Council.

#### **21.11 Audit Committee Members**

- (a) The Council may appoint two of its Members as Audit Committee Members and may from time to time cancel any such appointment
- (b) Audit Committee is responsible to audit and control of cash and non-cash income and expenditure of the Association.
- (c) Upon the request of the Audit Committee from any of the officers of the Association, he/she must, make available the requested records for the inspection of the Audit Committee and the Audit Committee may make a copy of or take an extract from the record but will have no right to remove the record for that purpose.
- (d) Decisions of the Audit Committee shall be reviewed by and communicated to the relevant parties via the Supreme Council.

#### **21.12 Casual Vacancy**

In the event of a casual vacancy in the office of any Council Member and up to three members, the Council may appoint a Member to the vacant office and the person so appointed may continue in office up to and including the conclusion of the Annual General Meeting following the date of their appointment, however such appointment must be approved with three-fourth of votes in favour of the appointee.

### **21.13 Divisions**

The association will have four divisions.

- (1) Iranian Community of Western Australia (ICWA)  
AKA Iran Cultural House of Western Australia
  - (2) Persian Language School WA (PLSWA)
  - (3) Takreem Home and Community Care (THCC)
  - (4) Iranian Muslims Association of Western Australia (IMAWA)
- (a) The council may (at any time) add, remove or merge the committees or divisions to optimise the functionality of the association as it thinks fit.
  - (b) The Council and/or Secretary may delegate any of its/his functions, powers or duties (except this power to delegate) to such division, committee or committees as it/he thinks fit and may recall or revoke any such delegation or appointment and may amend or repeal any decision made by such division or committee.
  - (c) The Council shall determine the duties and powers afforded to any division or committee and the division or committee shall, in the exercise of such delegated powers, conform to any directions or Regulations that may be prescribed by the Council.
  - (d) The President of “Iranian Muslims Association of Western Australia”, the Principal and Administrator of the “Persian Language School WA”, the President of “Iranian Community of Western Australia”, and the CEO and Administrator of “Takreem Home and Community Care”, shall be elected by the Council, and to report to the vice-secretary and the Council.

## **22. ELECTION OF COUNCIL MEMBERS**

### **22.1 Nominations and Election of Candidates**

- (a) Council members must be elected to membership of the Council at a General Meeting or appointed under sub-rule (f).
- (b) The Chairman shall call for nominations 6 weeks before the date of the Annual General Meeting. All Voting Members shall be notified of the call for nominations.
- (c) Except for nominees under sub-rule (e), a person is not eligible for election to membership of the Council unless a member has nominated him or her for election by delivering notice in writing of that nomination, signed by-
  - (I) The nominator; and
  - (II) The nominee to signify his or her willingness to stand for election, and the notice must be delivered to the Chairman by the date specified on the call for nominations. The nominee must be a Voting Member.
- (d) A person who is eligible for election or re-election under this rule may –
  - (I) Propose or second himself or herself for election or re-election; and
  - (II) Vote for himself or herself.
- (e) If vacancies remain on the nominations, additional nominations of Council members may be accepted from the floor of the annual general meeting. If such nominations from the floor do not exceed the number of vacancies the Chairperson must declare those persons to be duly elected as members of Council. Where the number of nominations from the floor exceeds the



remaining number of vacancies on the Council, elections for those positions must be conducted.

- (f) If a vacancy remains on the Council after the application of sub-rule (e);
  - (I) The Council may appoint a voting member to fill that vacancy; and
  - (II) A member appointed under this sub-rule will -
    - i. Hold office up to and including the conclusion of the next Annual General Meeting; and
    - ii. Be eligible for election to membership of the Council, at the next following annual general meeting.
- (g) Eligibility of the nominees for the membership of the council shall oversee and validated by three-fourths of the Life Members.

## **23. VACANCY ON THE COUNCIL**

### **23.1 Grounds for Termination of a Council Member**

For the purposes of this Constitution, the office of a Council Member becomes vacant if the Member:

- (a) Ceases to be a Member of the Association;
- (b) Becomes an insolvent under administration within the meaning of the Corporations Act;
- (c) Resigns their office by notice in writing given to the Association;
- (d) Dies or becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the mental health laws;
- (e) Is prohibited from being a director of a company under the Corporations Act; or
- (f) Fails to attend four consecutive meetings of the Council without having previously obtained leave of absence.
- (g) Be removed by resolution at the Council meeting, however such removal would be limited to maximum one member for the term and to be approved with three-fourth of votes in favour of the removal.

### **23.2 Removal of Director**

- (a) The Council may by resolution remove any Director, before the expiration of their term of office and appoint another Member in their place to hold office until the expiration of the term of the first mentioned Director.
- (b) Where the Director to whom a proposed resolution referred to in Rule 23.2(a) makes representations in writing to the Secretary or the Chairman and requests that such representations be notified to the Members, the Secretary or the Chairman may send a copy of the representations to each Member or, if they are not so sent, the Director may require that they be read out at the meeting, and the representations shall be so read.

## **24. LEAVE OF ABSENCE**

### **24.1 Grant of Leave of Absence**

The Council may grant leave of absence to a Council Member or a Director for a period not exceeding 3 months, on the submission of a written application for such leave to the Secretary or the Chairman.

## **24.2 Discretion as to Leave of Absence**

The Council may, in its discretion, grant leave of absence to a Council Member or a Director for such period as it sees fit following consideration of an application submitted in writing to the Chairman or the Secretary, provided:

- (a) if such period is one year or more, that Director is taken to have resigned their position, but in the case of a Council Member shall be entitled to seek re-election at the Annual General Meeting at which their term of office would otherwise have concluded; and
- (b) in no circumstances shall the leave of absence exceed the remaining term of office of the Council Member or Director.

## **25. QUORUM AND PROCEDURE AT COUNCIL MEETINGS**

### **25.1 Convening a Council Meeting**

- (a) The Council shall meet as required, usually once a month but shall meet on at least four occasions in each year.
- (b) Unless all Council Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced in writing or by their presence) not less than two weeks written notice of the meeting of the Council shall be given to each Member.
- (c) Written notice of each Council meeting, specifying the general nature of the business to be transacted, shall be served on each Member by:
  - (I) Delivering it to that Member personally;
  - (II) Sending it in writing, by facsimile or other means of electronic communication (subject to receiving appropriate confirmation that the notice has been effectively dispatched);
- (d) In accordance with the Member's last notified contact details, and no other business shall be transacted at such a meeting, unless requested two weeks before the meeting and authorised by the Chairman

### **25.2 Quorum**

- (a) Presence of one-half of the Members shall constitute a quorum for the transaction of the business of a meeting of the Council.
- (b) No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same place and at the same hour of the same day in the following week.
- (c) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the Members present (being not less than one-third) shall be a quorum.

### **25.3 Procedures at Meetings**

- (a) Questions arising at a meeting of the Council shall be determined on a show of hands or, if demanded by a Member, by a poll taken in such manner as the person presiding at the meeting may determine.
- (b) Each Council Member present at a meeting of the Council (including the person presiding at the meeting) is entitled to one vote and in the event of an equality of votes on any question; the Chairman may exercise the second or casting vote.

- (c) A resolution in writing signed by the Chairman or assented to by facsimile or other form of electronic communication by all the voting Members, shall be as valid and effectual as if it had been passed at a meeting of the Council duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Members.
- (d) Elections and appointments within the council shall oversee and validated by three-fourths of the Life Members.
- (e) Without limiting the power of the Council to regulate its meetings as it thinks fit, a meeting of the Members may be held where one or more of the Members is not physically present at the meeting, provided that:
  - (I) All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
  - (II) Notice of the meeting is given to all the Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Council and such notice specifies that the Members are not required to be present in person;
  - (III) In the event that a failure in communications prevents condition (i) from being satisfied by that number of Members which constitutes a quorum, and none of such Members are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until condition (i) is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption the meeting shall be deemed to have terminated; and
  - (IV) Any meeting held where one or more of the Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Member is there present and if no Member is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is decided.
- (f) Any issue voted on will pass with two-third of votes in favour of the issue.
- (g) Correspondence to and from the association should be copied to the Chairman and tabled at the Council Meetings.

#### **25.4 Minutes**

The Chairman shall keep minutes of the resolutions and proceedings of each General Meeting and Council meeting in books provided for that purpose, together with a record of the names of persons present at all meetings.

## PART VI - MISCELLANEOUS

### 26. GRIEVANCE PROCEDURES

- (a) The grievance procedure set out in this Rule applies to disputes under this Constitution between:
  - (I) a Member and another Member; or
  - (II) a Member and the Association.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen days after the dispute comes to the attention of all of the parties.
- (c) If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.
- (d) The mediator must be:
  - (I) A person chosen by agreement between the parties; or
  - (II) In the absence of agreement:
    - i. In the case of a dispute between a Member and another Member, a person appointed by the Council; or
    - ii. In the case of a dispute between a Member and the Association, a person who is a mediator appointed or employed by relevant official authorities (ie. Department of Justice).
- (e) A Member can be a mediator.
- (f) The mediator cannot be a Member who is a party to the dispute.
- (g) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- (h) The mediator, in conducting the mediation, must:
  - (I) Give the parties to the mediation process every opportunity to be heard; and
  - (II) Allow due consideration by all parties of any written statement submitted by any party; and
  - (III) Ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (i) The mediator must not determine the dispute.
- (j) If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

### 27. SOURCES OF FUNDS

The funds of the Association shall be derived from;

- (a) Annual Subscriptions (if defined).
- (b) Obtaining grant and funding from aid agencies and appropriate Australian government authorities (excluding political organizations).
- (c) Donations.
- (d) Business activities.
- (e) Such other sources as the Council determines.

## **28. COMMON SEAL**

- (a) The common seal of the Association shall be kept in the custody of the Chairman.
- (b) The common seal shall not be affixed to any instrument except by the authority of the Council, and
- (c) The affixing of the common seal shall be attested by the signature of the Chairman.

## **29. ALTERATION OF CONSTITUTION**

This Constitution shall not be altered, except by Special Resolution in accordance with the Act.

## **30. DISSOLUTION**

- (a) In the event of the Association being wound up, the liability of the Member shall be limited to any outstanding monies due and payable to the Association, including the amount of the Annual Subscription payable in respect of the current Financial Year. No other amount shall be payable by the Member.
- (b) If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any property whatsoever, the same must not be paid to or distributed among the members, or former members. The surplus property must be given or transferred to another association incorporated under the Act, which has similar objects and which is not carried out for the purposes of the profit or gain to its individual members, and which association shall be determined by resolution of the members.
- (c) Any surplus amount of tax-deductible donations that has been received by the association must be transferred to a registered DGR for its gift deductible purposes, if the association is wound up or the association's endorsement for that fund, authority or institution is revoked

## **31. INDEMNITY**

- (a) Every Council Member, Director or Manager of the Association shall be indemnified out of the property and assets of the Association against any liability incurred by him/her in his/her capacity as Director or employee in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in relation to any such proceedings in which relief is granted to him or her by the Court.
- (b) The Association shall indemnify its Directors and employees against all damages and costs (including legal costs) for which any such Directors or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:
  - (III) In the case of a Director, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and
  - (IV) In the case of an employee, performed or made in the course of, and within the scope of his or her employment by the Association.

### **32. SERVICE OF NOTICES**

- (a) Notices may be given to Members by sending the notice to the Member's address shown in the Register.
- (b) The notice shall be deemed as effected at the time the notice would have been delivered in the ordinary course of the delivery method used.

### **33. CUSTODY OF BOOKS AND OTHER DOCUMENTS**

Except as otherwise provided in this Constitution, the Chairman shall keep in his custody or control all books, documents, records, registers and securities of the Association, but other than those required to be kept and maintained by, or in the custody of, the Secretary and CFO.

### **34. REGULATIONS**

- (a) The Council may make Regulations and alter, amend or rescind the same as occasions may require, and enforce penalties for their breach. Such Regulations shall have the same force and effect as this Constitution, but shall not be in any way oppose or be in conflict with this Constitution. Such Regulations shall be available for inspection in the Association premises.
- (b) Amendments, alterations, interpretation or other changes to Regulations shall be advised to Members by means of notice approved by the Council. Notices shall be binding upon all Members.

### **35. ELECTION OF IMAWA DELEGATES**

This rule has been removed

Ref. Constitution Amendments – Sep 2015

## **APPENDIX ONE**

**Appendix one is removed**

Ref. Constitution Amendments – Sep 2015

## **APPENDIX TWO**

### **Policy for the attending Supreme Council meetings.**

- (a) Council members should attend and attend on-time all the Council meetings.
- (b) All Council meetings shall start on-time and preferably to end on-time.
- (c) Members with a delay of more than ten minutes would be considered as absent.
- (d) Council members without having previously obtained leave of absence, who fail to attend four consecutive meetings, will automatically lose their membership in the Council.
- (e) In the case of the second consecutive absence of a member, the Secretary shall serve on the Member a warning notice in writing, and after his/her fourth absence will send him/her another notice informing the member that he/she no longer is a Council member.
- (f) A right, privilege or obligation of a Council member could not be transferred or transmitted or delegated to another person.
- (g) All the correspondences, conversations and meeting discussions of the Association shall be deemed to be classified, unless the council decides otherwise.
- (h) All decisions of the Council meetings and other meetings of the Association shall be deemed to be unclassified, unless the council decides otherwise.
- (i) Council meetings are open to Council members only. Non-Council Members could participate in the meetings (when required), by the approval of the Council and official invitation of the Secretary.

## **APPENDIX THREE**

### **Policy for the language of the meetings and documents.**

- (a) The language of all the meetings and verbal communications will be Farsi, however should anyone be present in the meeting who could not speak Farsi, then the English language will be used.
- (b) It is recommended to do not use English words while the Farsi language is in use for verbal communications within the association.
- (c) Both Farsi and English language could be used in official correspondences within the association.
- (d) Using English Alphabet for writing Farsi text is prohibited.
- (e) Constitution, Minutes of all Meetings, Financial documents and so on must be in English.

## **APPENDIX FOUR**

### **Iranian Muslims Association of Western Australia**

Iranian Muslims Association of Western Australia (IMAWA) is a division of the association with the responsibility to hold religious sermons, celebrations and gathering and manage the activities suitable for the group members.

IMAWA will be managed by a president who is assigned by the Association council, chosen from council members who have been actively being involved with IMAWA activities for minimum of one year. However, if there is not a willing or eligible council member to take the position, council can appoint any other eligible person to the position, who must be a voting member of the association. Term of office of IMAWA President is three years, which shall commence six weeks after the AGM until six weeks after the conclusion of the third AGM following the appointment.

The President is responsible for management of the day-to-day affairs of the IMAWA, shall report to council and officially represent the IMAWA within the limits granted.

The vice-president shall be selected by the president from IMAWA Management Team for the term of one year, to assist the president in managing the day-to-day affairs of the IMAWA and may perform other duties that may be requested by the Management Team and/or President from time to time, and shall perform all duties and responsibilities of the President during the President's absence.

### **IMAWA Management Team**

In-line with the commitment of the Iranian Muslims Association of Western Australia (IMAWA) to provide excellence in activities, services and events to the community, the "IMAWA Management Team" is formed. The team comprises of minimum 3 members, who must be voting members of the association, suggested by the president and approved by the supreme council. Management team, meets minimum quarterly and provides a forum in which information are shared and in which feedback and suggestions are sought in regard to the provision of IMAWA activities, services and events and decisions are made. The meetings are chaired by IMAWA President, or in the absence of president by IMAWA vice-president or by a coordinator who elected by the team from its members, when both President and vice-president are absent.

The role of the management team:

- (I) Elect the team coordinator, event managers, and program/activity coordinators, due to final validation by the president.
- (II) Organise religious sermons, celebrations and social gatherings.
- (III) Study and identify the emerging needs of Iranian Muslims in the area of culture and religion.
- (IV) Establish relationships with individuals, communities and organisations developing creative ways to secure the best possible support from community and others to the activities of IMAWA



## **APPENDIX FIVE**

### **Iranian Community of Western Australia**

Iranian Community of Western Australia (ICWA) is a division of the Association with the responsibility to perform social and cultural programs.

ICWA will be managed by a president who is assigned by the Council, chosen from council members who have been actively being involved with ICWA activities for minimum of one year. However, if there is not a willing or eligible council member to take the position, council can appoint any other eligible person to the position, who must be a voting member of the association. Term of office of ICWA President is three years, which shall commence six weeks after the AGM until six weeks after the conclusion of the third AGM following the appointment.

The President is responsible for management of the day-to-day affairs of the ICWA, shall report to council and officially represent the ICWA within the limits granted.

The vice-president shall be selected by the president from ICWA Management Team for the term of one year, to assist the president in managing the day-to-day affairs of the ICWA and may perform other duties that may be requested by the Management Team and/or President from time to time, and shall perform all duties and responsibilities of the President during the President's absence.

### **ICWA Management Team**

In-line with the commitment of the Iranian Community of Western Australia (ICWA) to provide excellence in activities, services and events to the community, the "ICWA Management Team" is formed. The team comprises of minimum 3 members, who must be voting members of the association, suggested by the president and approved by the supreme council. Management team, meets minimum quarterly and provides a forum in which information are shared and in which feedback and suggestions are sought in regard to the provision of ICWA activities, services and events and decisions are made. The meetings are chaired by ICWA President, or in the absence of president by ICWA vice-president or by a coordinator who elected by the team from its members, when both President and vice-president are absent.

The role of the management team:

- (I) Elect the team coordinator, event managers, and program/activity coordinators, due to final validation by the president.
- (II) Organise and manage social and cultural events.
- (III) Promote a collaborative approach to improve ICWA relationships.
- (IV) Provide feedback and advices to improve activities, services & events.
- (V) Contribute towards the development of more effective, responsive, intuitive and equitable service delivery practices.
- (VI) Study and monitor social affairs and provide advice and action plan.
- (VII) Study and identify the needs of Iranian women.
- (VIII) Encourage women to participate in sporting, recreational activities and health programs.
- (IX) Organise women's gatherings and programs for cultural occasion and events, such as the celebration of Women's and Mother's Days.
- (X) Organise workshops to teach subjects related to women.
- (XI) Study and identify the needs of Iranians Youth.
- (XII) Organise sport teams, sport events and recreational activities.

- (XIII) Encourage youth to participate in sporting and recreational activities.
- (XIV) Study and identify the needs of Iranian Migrants.
- (XV) Organise and provide settlement support and services to all Iranian migrants in their first year of settlement in WA, including providing information on health, employment, legal, housing, education, referrals to other regional services, assisting people to learn English and any other skills they may require, and linking them to the community.

## **APPENDIX SIX**

### **Takreem Home and Community Care**

- (a) Takeem Home and Community Care (THCC) is a division of the Association dedicated to provide Aged Care and Disability Care services to people who are elderly or have severe or profound disabilities or chronic health issues, such as Cerebral Palsy, Muscular Dystrophy, Brittle Bone Disease, Acquired Brain Injuries, Strokes, Cancer, Autism, Manic Depression, etc. This involve providing personal care to these individuals (including toileting, dressing, showering, administering medication, other medical care) to enable them to live normal, active lives and reach their full potential, according to their individual goals and aspirations. Addition to observing industry standards, Takreem also considering the culture in the care (ie. providing client with a carer who understands and observe client's culture and tradition and speaks in his/her native language) to ensure the care provided is suitable and satisfies the client.
- (b) THCC financial activities shall be oversee and managed by CFO.
- (c) The Chief Executive Officer (CEO) of THCC serves as THCC's chief administrative officer, and responsible for directing the day-to-day operations and resources of THCC and supporting its clients. In this capacity the CEO works with the THCC Board to administer, manage and direct all operations of the THCC. Primary responsibilities include implementing decisions of the Board, executing the strategic plans, management of the operational budget of THCC, staff management and development, fundraising, and Board partnerships. The CEO supervises THCC managers and staff, and has oversight responsibility for program development and evaluation, operations, finance, marketing, and public relations. The CEO reports to the Chairman of the Board of THCC.
- (d) CEO shall be appointed by THCC board from potential candidates who demonstrate the following qualifications and capabilities:
  - Previous experience in aged and/or disability care and
  - An understanding of the issues facing Disability and Aged Care provision
  - Demonstrable expertise in program development and strategic planning
  - Experience in project management
  - Relevant tertiary qualifications
  - Demonstrated high-level management and supervisory experience.
  - High-level communication skills including written, verbal and interpersonal with fluency in Australian English Language
  - Experience with financial oversight (accounting controls, program budgeting, and communicating financial information)
  - Demonstrated ability in conflict resolution and staff management.

- Excellent time management skills.
  - Ability to work within the mission of the Association and THCC.
  - Strong leadership and strategic capability
- (e) CEO key roles and responsibilities may include:
- Develop, plan, and implement goals, objectives, and new programs.
  - Evaluate effectiveness in accomplishing organizational goals.
  - Serve as spokesperson and advocate at events, meetings, and development activities representing THCC.
  - Manage marketing and public relations efforts to raise the profile of the THCC in the corporate, non-profit and government sectors, Persian Community and the broader Australian Community.
  - Ensure that the Board is current and well informed about the THCC programs, finances, fundraising and public relations endeavours.
  - Oversee programs and contractual operations.
  - Participate with the Board in developing organizational policy.
  - Lead and manage THCC operation, staff and clients under supervision of the board within a value based care framework
  - Coach, develop and motivate aged and disability support workers (carers) to achieve optimal performance within their portfolio of clients
  - Ensure the financial health and growth of the organization and deliver financial viability across THCC operation.
  - Manage operational budgets and maintain prudent levels of spending. The CEO shall, at all times, work closely with the Treasurer (Chief Financial Officer) and provide timely information to the Board on the THCC Financial status.
  - Ensuring an outstanding standard of service delivery to clients utilising THCC services
  - Develop highly effective budget, strategy and submit funding applications
  - Develop and achieve business growth coupled with embracing the values and reputation of the organisation.
  - Working alongside THCC board to ensure that all quality principles are met and exceeded.
  - Develop annual budget for THCC operation to be submitted to the board on Q3 to be approved prior to the start of the financial year.
  - In partnership with the board within the pre-approved annual budget propose and manage the recruitment of new staff, when required.
  - Avoid any actions that could be seen as “conflict of interest”.
  - Perform other relevant duties as assigned by the Board.
- (f) THCC board must review CEO’s performance after the end of each financial year, prior to the annual AGM of the Association.

## **APPENDIX SEVEN**

### **Persian Language School WA**

Persian Language School WA (PLSWA) is a division of the Association with the following responsibilities:

- (a) Running Persian language classes for all age groups from toddler to seniors.
- (b) Running English language classes for the community when required.
- (c) Maintaining the curriculum and standards of Persian Language School WA for teaching Farsi, history, geography and culture of Iran as well as teaching any other subjects (ie. English) that may require.
- (d) Organising academic seminar and conferences to raise the public awareness toward Persian culture, art, literary and language.
- (e) Providing Persian Language and other online courses as required.
- (f) Providing private tuition of Persian Language as required.

PLSWA to be managed by a principal, who is appointed by the Supreme Council, chosen from council members and has relevant qualification and the experience of school management. However, if there is not a willing or eligible council member to take the position, council can appoint any other eligible person to the position, who must be a voting member of the association. Principal shall report to the supreme council (school board).

One Administrator and one Academic Dean also will be appointed, who must be a voting members of the association, suggested by Principal and approved by the Council. Administrator will manage the non-academic affairs of the school, will report to the principal and also to the CFO (treasurer) of the association. Academic Dean will manage the academic affairs of the school, reporting to the Principal.

#### **School Consultative Committee (of PLSWA)**

In-line with the commitment of the Persian Language School WA (PLSWA) to provide excellence in services to the community, the “School Consultative Committee (SCC)” is formed. The committee comprises of all academic and professional staff of the school, and representative of parents of children students, and meets once per term and provides a forum in which information are shared and in which feedback and suggestions are sought in regard to the provision of PLSWA services.

The role of the committee:

- i. Receives reports and recommendations/decisions on the executive
- ii. Provide feedback and advice to improve school activities and services
- iii. Receives any issues from general school population