

Certificate of Registration of a Company

This is to certify that

SANTHOM CULTURAL CENTRE LTD

Australian Company Number 675 516 257

is a registered company under the Corporations Act 2001 and
is taken to be registered in Victoria.

The company is **limited by guarantee**.

The company is a **public** company.

The day of commencement of registration is
the fifth day of March 2024.



ASIC

Australian Securities & Investments Commission

Issued by the
Australian Securities and Investments Commission
on this fifth day of March, 2024

A handwritten signature in black ink, appearing to read 'J Longo'.

Joseph Longo
Chair

CERTIFICATE



Constitution

Santhom Cultural Centre Ltd

ACN 675 516 257

Incorporated	March 2024 with assistance from Moores
Amended	27/03/2026
Review date	To be determined by the Board

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1 Name

The name of the Company is Santhom Cultural Centre Ltd (the **Company**).

2 Purpose and Powers

- (a) The Company is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a Charity.
- (b) The Purpose for which the Company is established is to promote cultural forms associated with the Syro-Malabar, Indian and Kerala cultures, including music, performing arts, films, craft, visual arts and moveable cultural heritage.
- (c) Solely to carry out the Purpose, the Company may exercise all of the powers of an individual and a company under the Act.

3 Not-For-Profit

- (a) The income and property of the Company must be applied solely towards the Purpose.
- (b) No part of the income or property of the Company may be paid or transferred directly or indirectly to the Member by way of dividend, bonus or other profit distribution in its capacity as member.
- (c) Clause 3(b) does not stop the Company from making a payment:
 - (i) to the Member for goods or services provided or expenses properly incurred at fair and reasonable rates or rates more favourable to the Company;
 - (ii) to the Member in carrying out the Company's Purpose;
 - (iii) of premiums for insurance indemnifying Directors to the extent allowed for by law and this Constitution; or
 - (iv) with the prior approval of the Board, to a Director:
 - (A) for work they do for the Company, other than as a Director, if the amount is no more than a reasonable fee for the work done; or
 - (B) as reimbursement for out-of-pocket expenses properly incurred in performing a duty as Director.

4 Membership

4.1 General

- (a) The Company has a sole member.
- (b) The rights of the Member are not transferable.

4.2 Cessation of membership

- (a) The Member will cease to be the member on:

- (i) resignation; or
- (ii) being dissolved or otherwise ceasing to exist.
- (b) If the Member ceases to be the sole member pursuant to clause 4.2(a), the Board may admit a new Member.
- (c) The Member may not be suspended or expelled while it is the sole member.

5 Meetings and resolutions of the Member

5.1 Annual reporting to the Member

- (a) The Company is not required to hold any general meeting while it has a sole member.
- (b) The Board must report to the Member annually in relation to the following matters:
 - (i) provision of the annual financial statements, Board's report and any auditor's report;
 - (ii) anticipated Board vacancies and any proposed Director appointments;
 - (iii) the appointment of any auditor;
 - (iv) fixing of the auditor's remuneration; and
 - (v) any questions for determination by the Member.

(the Annual Report).

5.2 Notice of the Annual Report

Notice of the Annual Report and any questions for determination by the Member must be given:

- (a) to the Member's Representative; and
- (b) to every Director and any auditor for the time being of the Company.

5.3 Resolutions of the Member

The Representative for the Member may pass a resolution in relation to any question for determination by the Member by signing a minute of the resolution.

5.4 Meetings with the Member

- (a) Either:
 - (i) a Director;
 - (ii) the Member's Representative; or
 - (iii) any auditor appointed by the Company;

may ask the Secretary to convene a meeting between any of the Member, the Board and any auditor appointed by the Company, to discuss matters including the Annual Report and any questions for determination by the Member.

- (b) The Secretary must convene a meeting as soon as practicable and within 30 days after any request is made pursuant to clause 5.4(a).

5.5 Representative

- (a) The Member must appoint an individual as its Representative. The appointment may be a standing one.
- (b) A Representative may exercise any and all powers of the Member unless the appointment specifies otherwise.
- (c) The appointment may be made by reference to a position held.
- (d) The Member may appoint more than one Representative but only one Representative may exercise the Member's powers at any one time.

5.6 Liability of Member

The Member's liability is limited to the Guaranteed Amount of \$10.

6 Appointment and Removal of Directors

6.1 Number of Directors

The Company must have at least seven and no more than fifteen Directors.

6.2 Eligibility

- (a) Any natural person committed to the Purpose is eligible to be a Director provided the person:
 - (i) has consented in writing to be a Director;
 - (ii) has suitable qualifications, skills and experience to discharge the functions of a Director, as determined by the Board from time to time; and
 - (iii) is not ineligible to be a Director under:
 - (A) the Act; or
 - (B) the ACNC Legislation.

(an Eligible Person)

- (b) Clause 6.2(a)(iii)(B) will not apply to disqualify a person if an exemption is obtained from the ACNC Commissioner.

6.3 Appointment of Directors

- (a) The Member may, by resolution at any time, appoint an Eligible Person to be a Director.

- (b) If there are less than seven Directors at any time and the Member does not appoint a Director (or Directors) within 30 days of receiving notice of the vacancy from the Board, the Board may appoint an Eligible Person to be a Director (or Directors) to increase the number of Directors to at least seven.

6.4 Term of office

- (a) The term of office of a Director appointed by the Member:
 - (i) is three years (unless a different period is specified in the resolution);
 - (ii) commences on the date of appointment; and
 - (iii) expires at the end of the period specified in the resolution or if there is no period specified then at the conclusion of the third year following their appointment.
- (b) The term of office of a Director appointed by the Board:
 - (i) commences on the date of appointment; and
 - (ii) expires at the end of the period specified in the resolution or if there is no period specified then at the conclusion of the first year following their appointment.
- (c) A Director who has served continuously for two full terms of office or more may only be re-appointed by the Member following a break of service lasting a period of at least one year

6.5 Ceasing to be a Director

A person stops being a Director, and a casual vacancy is created, if they:

- (a) resign by written notice to the Company;
- (b) are removed by the Member who may, at the Member's sole discretion and for any reason, remove a Director at any time;
- (c) are removed in accordance with the Act;
- (d) are absent without leave of the Board, from:
 - (i) three consecutive Board meetings; or
 - (ii) four Board meetings over 12 months;
- (e) die, or become subject to a Court order to receive treatment or have their finances managed by another person due to being of unsound mind or having a mental illness;
- (f) are directly or indirectly interested in any contract or proposed contract with the Company and fail to declare the nature of the interest as required by the Act; or
- (g) become ineligible to be a Director under the Act or the ACNC Legislation.

6.6 Leave of absence

- (a) Directors are entitled to request a leave of absence from Board meetings for a maximum period of six months, subject to approval by the Board.
- (b) Leave of absence requests must be made in writing to the Board and cannot be granted retrospectively, unless there are extenuating circumstances (as agreed by the Board from time to time) which warrant a retrospective approval.
- (c) The Board will consider any request for a leave of absence at its next scheduled meeting (unless there are extenuating circumstances (as agreed by the Board from time to time)).
- (d) A Director on an approved leave of absence:
 - (i) is not counted for the purpose of forming a quorum in accordance with clause 7.3(b) or passing resolutions without meetings in accordance with clause 7.6(a);
 - (ii) will be recorded in Board meeting minutes as a Director on an approved leave of absence;
 - (iii) will not receive minutes of Board meetings or general meetings but will have access to previous minutes when they return to the Board; and
 - (iv) will be recorded as being on an approved leave of absence in the Company's Annual Report.

6.7 Insufficient Directors

If the number of Directors is less than seven, the remaining Directors may, except in an emergency, act only to request that the Member appoints a Director (or Directors) or to appoint a Director pursuant to clause 6.3(b).

6.8 Defects in appointment of Directors

An act done by, or with the participation of, a person acting as a Director or member of a committee is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting or taking the relevant step.

7 Board Decision Making

7.1 Convening Board meetings

- (a) A Director may convene or ask the Secretary to convene a Board meeting in accordance with this clause 7.
- (b) The Board must meet as often as the Directors deem it necessary in order to carry out their role and in any event at least four times a year.

7.2 Notice of Board meetings

- (a) Written notice of Board meetings must be given to every Director at least 48 hours prior to the meeting (unless the Board unanimously waives this requirement).
- (b) A notice of a Board meeting:
 - (i) must specify the place, day and time of the meeting;
 - (ii) must if virtual meeting technology is to be used, provide sufficient information to allow the Directors to participate by means of the technology; and
 - (iii) does not need to specify the nature of the business to be transacted at the meeting.

7.3 Quorum for Board meetings

- (a) No business may be transacted at any Board meeting unless a quorum is present.
- (b) A quorum of Directors for Board meetings is a majority of the total number of Directors.

7.4 Use of virtual meeting technology in Board meetings

- (a) The Board may hold its meetings using any virtual meeting technology that is agreed to by the Board.
- (b) The use of any virtual meeting technology must give the Director a reasonable opportunity to participate including a reasonable opportunity to exercise a right to speak.
- (c) The Board's agreement may be a standing one.
- (d) A Director who attends by virtual meeting technology is deemed to be present in person at the meeting.

7.5 Chairperson of Board meetings

- (a) The Chair will preside as chairperson at Board meetings.
- (b) If the Chair is not present within 15 minutes after the commencement time or is unwilling to act as chairperson for all or part of the meeting then:
 - (i) the Deputy Chair will be the chairperson; and
 - (ii) if the Deputy Chair is not present or is not willing and able to be the chairperson during all or part of the meeting, the Directors present may elect a Director to be chairperson of the meeting or part of it.

7.6 Voting at Board meetings

- (a) A question arising at a Board meeting is to be decided by a majority of votes of Directors present and entitled to vote.

- (a) The chairperson has a deliberative vote. If the votes cast on a motion are equal, the chairperson will also have a casting vote.

7.7 Resolutions without meetings

- (a) A Board resolution may be passed without a meeting if all of the Directors entitled to vote on the resolution sign a notice stating that they are in favour of the resolution.
- (b) The resolution is passed at the time when the last Director necessary to constitute unanimous consent in favour of the resolution signs.
- (c) For the purpose of this clause:
 - (i) the notice must include the wording of the resolution;
 - (ii) the notice may be distributed by any means;
 - (iii) separate copies of the notice may be signed; and
 - (iv) the resolution fails if it has not achieved unanimous consent within 48 hours after the notice was given.

8 Directors' Powers and Duties

8.1 Powers of the Board

- (a) The Directors are responsible for managing the business of the Company and furthering the Purpose.
- (b) The Directors may exercise all the powers of the Company that are not, by the Act or by this Constitution, required to be exercised by the Member.
- (c) The Board cannot remove a Director or auditor.
- (d) The Board may delegate any of its powers to one or more Directors, the Chief Executive Officer, a committee, an employee or any other person.
- (e) The Board may specify terms of the delegation (including the power to further delegate) and revoke a delegation.

8.2 Duties of Directors

Directors must comply with any duties imposed on them by the Act and with the duties described in governance standard 5 of the ACNC Legislation.

8.3 Establishment of committees

- (a) The Board may establish committees.
- (b) A committee may include, or be comprised of, non-Directors.
- (c) The meetings and proceedings of committees are:
 - (i) subject to any terms of reference and/or delegation; and

- (ii) otherwise governed as far as possible by the provisions of this Constitution which regulate the proceedings of the Board.

8.4 By-laws

- (a) The Board may make regulations or by-laws for the general conduct and management of the Company and the business of the Board.
- (b) The Board may revoke and alter by-laws or regulations as it deems fit.

9 Directors' Interests

9.1 Conflicts of interest

- (a) A Director must disclose the nature and extent of any perceived or actual material conflict of interest to the other Directors (or the Member if the other Directors share that conflict).
- (b) A Director who has a material personal interest in a matter that is being considered by the Board:
 - (i) must not be present while the matter is being considered at a Board meeting; or
 - (ii) vote on the matter;unless permitted by clause 9.1(c).
- (c) Provided the Board approves and it is permitted by law, a Director may be present or vote if:
 - (i) the interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as an officer of the Company;
 - (ii) the interest relates to any payment by the Company under clause 10.4 in respect of an indemnity permitted under the Act or any contract relating to such an indemnity;
 - (iii) the Australian Securities and Investments Commission makes an order allowing the Director to vote on the matter;
 - (iv) the interest relates to a contract the Company is proposing to enter into that:
 - (A) is subject to approval by the Member; and
 - (B) will not impose any obligation on the Company if it is not approved by the Member;
 - (v) the Directors who do not have a material personal interest in the matter pass a resolution that:
 - (A) identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the Company, and

- (B) states that those Directors are satisfied that the interest should not stop the Director from voting or being present; or
- (vi) the interest arises merely because the Director has a right of subrogation in relation to a guarantee or indemnity referred to in clause 9.1(c)(v).

9.2 Permissible conduct

Provided a Director complies with clause 9.1 they may:

- (a) hold any other position in the Company, except that of auditor;
- (b) hold any office or place of profit in any other entity promoted by the Company or in which it has an interest of any kind, subject to clause 10.4(b);
- (c) enter into a contract or arrangement with the Company;
- (d) act in a professional capacity (or be a member of a firm which acts in a professional capacity) for the Company, except as auditor;
- (e) sign or participate in the execution of a document by or on behalf of the Company; and
- (f) do any of the above despite the fiduciary relationship of the Director's office:
 - (i) without any liability to account to the Company for any direct or indirect benefit accruing to the Director; and
 - (ii) without affecting the validity of any contract or arrangement.

10 Office Bearers and Chief Executive Officer

10.1 Appointment of Office Bearers

- (a) From time to time as required, the Board must elect the following Office Bearers from among the Board for a term of office for a period of up to three years (as the Board deems fit):
 - (i) a Chair;
 - (ii) a Deputy Chair; and
 - (iii) a Treasurer.
- (b) The Board may appoint any other Office Bearer positions it deems fit from among the Board.
- (c) Office Bearers of the Company hold office until the earlier of:
 - (i) the end of the third year following their appointment; or
 - (ii) the end of their term as Director.
- (d) An Office Bearer may be elected for more than one successive term.

- (e) The Board may remove or suspend a person from holding any Office Bearer position by resolution passed at a Board meeting provided:
 - (i) the resolution is passed by not less than two-thirds of the Directors present; and
 - (ii) at least 21 days' notice in writing of the resolution has been given to the Secretary and to the person who is the subject of the resolution.

10.2 Secretary

- (a) The Board must appoint at least one Secretary, who may also be a Director.
- (b) The Secretary is to be appointed on such terms and conditions as the Board deems fit.
- (c) A person may not be appointed as Secretary unless the person:
 - (i) consents in writing to being appointed as Secretary;
 - (ii) is at least 18 years of age; and
 - (iii) is resident in Australia.
- (d) The Board may suspend or remove a Secretary.

10.3 Role of the Treasurer

- (a) The Treasurer must:
 - (i) arrange for the collection and receipt of all monies due to the Company and arrange for all payments authorised by the Company to be made;
 - (ii) ensure that the financial records of the Company are kept in accordance with the requirements of the Act and the ACNC Legislation; and
 - (iii) coordinate the preparation of the financial statements of the Company and their certification by the Board prior to their inclusion in the Annual Report of the Company.
- (b) The Treasurer must ensure that at least one other Director has access to the accounts and financial records of the Company.

10.4 Chief Executive Officer

- (a) The Board may appoint a Chief Executive Officer for a term, at the remuneration and on the conditions that the Board deems fit.
- (b) The Chief Executive Officer may not be a Director.
- (c) Subject to any contract between the Company and the Chief Executive Officer, the Board may remove the Chief Executive Officer at any time, with or without cause.

- (d) The Chief Executive Officer may attend and speak at all Board meetings and meetings with the Member pursuant to clause 5.4 but may not vote at Board meetings.
- (e) The Board may:
 - (i) confer powers, discretions and duties on the Chief Executive Officer as it deems fit;
 - (ii) withdraw, suspend or vary any powers, discretions and duties conferred; and
 - (iii) authorise the Chief Executive Officer to delegate all or any of the powers, discretions and duties conferred.
- (f) An act done by a person acting as Chief Executive Officer is not invalidated merely because of:
 - (i) a defect in their appointment as Chief Executive Officer; or
 - (ii) the person being disqualified from being Chief Executive Officer; if that circumstance was not known by the person when the act was done.

11 Indemnities and Insurance

- (a) The Company indemnifies every present and past Director and executive officer of the Company to the full extent permitted by law against all losses and liabilities incurred as a result of their position as an officer of the Company.
- (b) This indemnity:
 - (i) is a continuing obligation and is enforceable even if the person has ceased to be an officer of the company; and
 - (ii) is not subject to any requirement to first incur an expense or make a payment.
- (c) The Company may, to the extent permitted by law, pay or agree to pay, a premium in respect of a contract insuring its officers.
- (d) Nothing in this clause 11 limits the Company's ability to indemnify or pay for insurance for any person not expressly covered by this clause.

12 Administration

12.1 Minutes and records

- (a) The Board must ensure that:
 - (i) minutes of all meetings convened pursuant to clause 5.4, Board meetings and committee meetings; and
 - (ii) records of resolutions passed by the Member, Directors and committees without a meeting;are recorded and kept with the Company's records as soon as practicable (being no later than one month after the meeting or passing of the resolution).

- (b) The Company must ensure that minutes of a Board or meeting convened pursuant to clause 5.4 are signed within a reasonable time by the chairperson of the meeting or of the next meeting.

12.2 The Member's access to Company records

The Company must give the Member access to Company records as required by the Act.

12.3 Common seal

The Company does not have a common seal.

12.4 Execution of documents

The Company may execute documents by the signature of:

- (a) two Directors;
- (b) one Director and the Secretary; or
- (c) such other persons appointed by the Board for that purpose.

13 Records, Accounting and Audit

13.1 Accounts and other records of the Company

- (a) The Board must:
 - (i) ensure that proper financial records are kept in accordance with all legal and regulatory requirements;
 - (ii) ensure that records of its operations are kept; and
 - (iii) take reasonable steps to ensure that the Company's records are kept safe.
- (b) The Company must retain its records for at least seven years.

13.2 Audit

- (a) If required by law, the Company must appoint and remunerate an auditor.
- (b) Any auditor is entitled to attend any meeting with the Member convened pursuant to clause 5.4 and to be heard by the Member on any business of the meeting that concerns the auditor in their capacity as auditor.
- (c) The Company may give any auditor all communications provided to the Member;
 - (i) under clause 5.1; and
 - (ii) in connection with any meeting convened pursuant to clause 5.4.

13.3 Financial year

The financial year will begin on 1 July and end on 30 June, unless the Board passes a resolution to change the financial year.

14 Amending this Constitution

- (a) The Company may only alter this Constitution by resolution of the Member in accordance with the Act.
- (b) The Member must not pass a resolution that amends this Constitution if passing it causes the Company to no longer be a Charity.

15 Notices

- (a) The Company may give notice (subject to any election or request made by the Member in accordance with the Act) and any communication personally, by post, email or other electronic means.
- (b) Notices can be served on the Member or Directors personally, by post, email or other electronic means.
- (c) Notices are deemed to be received:
 - (i) in the case of a properly addressed and posted notice, five Business Days after the date of posting; and
 - (ii) in the case of a notice sent by email or other electronic means, at the time of sending.
- (d) The non-receipt of notice or a failure to give notice, does not invalidate any thing done or resolution passed at the meeting if:
 - (i) the non-receipt or failure occurred by accident or error;
 - (ii) the individual waives notice before or after the meeting (including by attending the meeting); or
 - (iii) the individual notifies the Company of their agreement to that thing or resolution before or after the meeting.
- (e) In calculating a period of notice, both the days on which the notice is given or taken to be given and the day of the meeting must be disregarded.

16 Gift Fund

- (a) This clause 16 only applies if the Company is a Deductible Gift Recipient.
- (b) The Company must maintain for its Purpose a Gift Fund:
 - (i) to which DGR Gifts for the Purpose are to be made;
 - (ii) to which any money received by the Company because of those DGR Gifts is to be credited; and
 - (iii) that does not record any other money or property.
- (c) The Gift Fund shall be kept clearly separate from any other money or property of the Company.

- (d) The Gift Fund will be maintained and used only for the Purpose and no portion shall be distributed directly or indirectly to the Member except as bona fide compensation for services rendered or expenses incurred on behalf of the Company.
- (e) Receipts for DGR Gifts or deductible contributions must state the:
 - (i) name and Australian Business Number of the Company;
 - (ii) date and amount (or value if property) of the DGR Gifts or deductible contribution;
 - (iii) name of the donor or contributions; and
 - (iv) fact that it was a DGR Gift or deductible contribution (and if it was a deductible contribution; the relevant fundraising event and GST inclusive market value of the event or goods or services purchased).

17 Winding up

17.1 General

The Company may only be wound up in accordance with the Act.

17.2 Contribution of the Member on winding up

If required, the Member must contribute an amount (not more than the Guaranteed Amount) to the assets of the Company if it is wound up while it is the Member, or within one year of the Member ceasing to be a member, for the:

- (a) payment of the debts and liabilities of the Company incurred before they ceased to be the Member; and/or
- (b) costs, charges and expenses of winding up.

17.3 Distribution of assets on winding up or revocation of endorsement

- (a) If the Company is a Deductible Gift Recipient and is wound up, or it ceases to be endorsed as a Deductible Gift Recipient, any surplus funds in the Gift Fund must be transferred to a Charity or Charities endorsed as a Deductible Gift Recipient.
- (b) On the winding up or dissolution of the Company, any assets remaining after complying with clause 17.3(a):
 - (i) must not be paid or distributed to the Member in its capacity as a member; and
 - (ii) must be given or transferred to a Charity or Charities which:
 - (A) has similar purposes to the Purpose; and
 - (B) prohibits the distribution of profit or gain to its members in their capacity as members.
- (c) The Member must decide before any winding up or dissolution which Charity or Charities will receive a distribution. If the Member fails to

decide, the matter must be determined by application to the Supreme Court in the State of Victoria.

18 Interpretation

18.1 Definitions

In this Constitution:

ACNC means the Australian Charities and Not-for-profits Commission.

ACNC Legislation means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) and the *Australian Charities and Not-for-profits Commission (Consequential and Transitional) Act 2012* (Cth).

Act means the *Corporations Act 2001* (Cth).

Annual Report means a report provided once in every calendar year to the sole Member pursuant to clause 5.1(b).

auditor may mean a reviewer, if permitted by the Act or ACNC Legislation.

Board means the Directors as a collective, the group of individuals that are responsible for the governance, strategy and management of the Company.

chairperson means the person chairing a meeting.

Chair means the person appointed to the position of Chair under clause 10.

Charity means a charity registered under the ACNC Legislation.

day means calendar day except public holidays.

Deductible Gift Recipient means an entity to which tax-deductible gifts may be made pursuant to Division 30 of the ITAA 97.

DGR Gifts means:

- (a) gifts of money or property for the Purpose received during any time that the Company is endorsed as a Deductible Gift Recipient;
- (b) contributions described in item 7 or 8 of the table in section 30-15 of the ITAA 97 in relation to a fundraising event (as defined by section 995-1 of the ITAA 97) held for the Purpose during any time that the Company is endorsed as a Deductible Gift Recipient; and
- (c) money received by the Company because of such gifts or contributions during any time that the Company is endorsed as a Deductible Gift Recipient.

Gift Fund means the gift fund established by clause 16.

Guaranteed Amount means the amount set out in clause 5.6.

ITAA 97 means the *Income Tax Assessment Act 1997* (Cth).

Member means St Thomas Syro-Malabar Parish South-East Melbourne (ABN: 69 107 164 792) or any other member appointed pursuant to clause 4.2(b).

Office Bearer means the Chair, Deputy Chair and Treasurer.

person includes a natural person and a corporation within the meaning of s 57A of the Act.

Purpose means the purpose set out in clause 2.

Representative means a person appointed to represent a corporate Member in accordance with clause 5.5.

18.2 Interpretation

In this Constitution:

- (a) If an expression in the Constitution has a meaning in the Act, the meaning from the Act will apply to the expression - except where a contrary intention appears in this Constitution.
- (b) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it.

18.3 Exclusion of replaceable rules

- (a) The replaceable rules contained in the Act do not apply to the Company.
- (b) If at any time, the company is not a Charity, the Act (unless it is a replaceable rule) overrides any part of this Constitution or policy of the Company to the extent of any inconsistency.

19 Transitional Provisions

The following clauses apply notwithstanding anything to the contrary in this Constitution.

19.1 Member

The Member is St Thomas Syro-Malabar Parish South-East Melbourne (ABN: 69 107 164 792).

19.2 Directors

The directors immediately following the adoption of this Constitution will be those in office at the time of adoption.

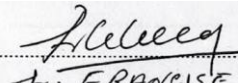
Initial Member

St Thomas Syro-Malabar Parish South-East Melbourne (ABN: 69 107 164 792) consents to be the initial Member of the Company and adopts, on registration of the Company, the attached Constitution in accordance with section 136(1) of the *Corporations Act 2001* (Cth).

Fr. Francise Kolencherry

Full Name of authorised representative
of St Thomas Syro-Malabar Parish
South-East Melbourne (ABN: 69 107 164
792).

Signature



F. FRANCISE KOLENCHERRY