

# **Rabbinical Council of Australia and New Zealand**

## **Constitution**

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## 1 Definitions

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1.1 In this Constitution:

"**Advisory Committee**" means the persons who, together, comprise the advisory committee of the Company, established under clause [1343](#).

"**Alternate Director**" means any person appointed under clause [1646](#).

"**Board**" means the Board of Directors of the Company from time to time established under clause [1343](#).

"**Board Committee Member**" means the person elected from time to time pursuant to the provisions of clause [1343](#).

"**Chairperson**" means:

- (a) the President for the time being of the Company;
- (b) any other person that the President may nominate to chair any meeting of the Board or the Company; or
- (c) in the case of their absence from a general meeting, the person appointed pursuant to clause [9.2\(a\)9-2\(a\)](#).

"**Commissioner**" means the Commissioner of Taxation, a second Commissioner of Taxation or a Deputy Commissioner of Taxation or other delegate of the Commissioner of Taxation for the purposes of the Tax Act.

"**Company**" means the Rabbinic Council of Australia and New Zealand ("**RCANZ**") (or, subject to the Law, any other name as approved by the Financial Members from time to time) as governed by this Constitution.

"**Complaints Committee**" has the meaning given to the term in clause [6.46-4](#).

"**Constitution**" means this Constitution as supplemented, substituted or amended from time to time and includes any rules, regulations and by-laws of the Company for the time being in force.

"**Deputy Chairperson**" means any person that the President may nominate to chair any meeting of the Board or the Company that the President is unable to attend and chair.

"**Directors**" means the persons appointed as directors for the time being having authority, acting as a body, to act for the Company and includes, where applicable, a person appointed and acting as an Alternate Director.

"**Eligible Person**" means a person who is an orthodox Jew and, in the opinion of the Board, has the required involvement in either Australia or New Zealand as an incumbent or retired Rabbi, Minister or Chazan of an Orthodox Jewish congregation, or any other non-incumbent Rabbi, Minister or Chazan who is considered to be able to make a special contribution towards the fulfilment or objectives of the Company

"**Financial Member**" means in respect of any Membership Term the balance of any "Member" means each person who is recorded as a Member in the Register and includes:

- (a) each Eligible Person whose application for Membership has been accepted and who has therefore become a Member; and

- (b) each other classification of member as may be established by the Board in accordance with clause [2.1\(d\)2-1\(d\)](#).

"**First Resolution**" has the meaning in clause [6.3\(a\)6-3\(a\)](#).

"**GST**" has the meaning given by Section 195-1 of the GST Act.

"**GST Act**" means *A New Tax System (Goods and Services Tax) Act 1999*.

"**Halacha**" means the practice of Jewish Law based upon Jewish Law's immutability and transmission from Sinai, and as determined by such Orthodox Batei Din as the London Beth Din, The Sydney Beth Din, the Melbourne Beth Din and The Chief Rabbinate of the State of Israel etc.

"**Immediate Past President**" means the person who held the position of President immediately prior to the current President.

"**Investigative Committee**" has the meaning given to the term in clause [6.36-3](#).

"**Junior Vice President**" means the person elected from time to time pursuant to the provisions of clause 16.

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

"**Location**" means a location in a jurisdiction nominated by the Directors for the purposes of enabling Members in that jurisdiction to attend a general meeting of Members by telephone or by such other method of audio or audio visual communication system as stipulated in clause [9.49-4](#).

"**Member**" means each person who is recorded as a Member in the Register and includes:

- (a) each Eligible Person whose application for Membership has been accepted and who has therefore become a Member; and
- (b) each other classification of member as may be established by the Board in accordance with clause [2.1\(d\)2-1\(d\)](#).

"**Membership**" means the contractual rights of a person to membership of the Company, being the rights attaching to the class of Membership conferred on that person.

"**Membership Term**" means the full calendar year from the 1st of January. For any Membership commenced after 1 January in any year, the Membership Term means the balance of that calendar year.

"**Month**" means calendar month.

"**Office**" means the registered office for the time being of the Company.

"**Penalty**" for the purpose of Clause [66](#) includes censure, suspension from membership, expulsion, imposition of a fine not exceeding \$5000, the giving of a verbal or written apology, receipt of a written warning, suspension or dismissal of any position or office with the Company.

"**Present**" when used in relation to a Member at a meeting means present in person, or by telephone and audio visual communications permitted by clause [9.49-4](#), or by proxy, or by attorney.

"**President**" means the person elected from time to time pursuant to the provisions of clause ~~1313~~.

"**Professional body**" means the mandate to act as a body that provides professional development to Rabbis of Australia and New Zealand.

"**Quorum of Financial Members**" means eleven Financial Members or half of the number Financial Members as there is at that time.

"**Rabbi**" means a Rabbi who holds a position within the Australian and New Zealand Rabbinate, and has the necessary qualifications in the form of Rabbinic Ordination pursuant to clause ~~2.22.2~~.

"**Rabbinic Code of Conduct**" means a code of conduct adopted by the Board in relation to the conduct expected of Members of the Company.

"**Register**" means the register of Members of the Company maintained pursuant to the Law and clause ~~44~~.

"**Regulatory body**" means the mandate to oversee the professional conduct of Rabbis of Australia and New Zealand with regards to this constitution and the Rabbinic code of conduct

"**Seal**" means the common seal of the Company.

"**Secretary**" means a person appointed from time to time pursuant to the provisions of clause ~~22(a)~~~~22(a)~~.

"**Senior Vice President**" means the person elected from time to time pursuant to the provisions of clause ~~1313~~.

"**Special Resolution**" means a resolution of which notice as set out in cl ~~8.4(c)~~~~8.4(e)~~ has been given and that has been passed by at least 75% of the votes cast by Members

"**Subscription Fee**" means the annual subscription fee payable by each Member pursuant to the provisions of clause ~~2.32.3~~.

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

"**Treasurer**" means a person appointed from time to time pursuant to the provisions of clause ~~21(a)~~~~21(a)~~.

## 1.2 Interpretation

In this Constitution:

- (a) references to any officer of the Company includes any person acting for the time being as such officer;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing any gender shall mean and include all other genders;
- (d) words importing persons include companies, corporations, partnerships,
- (e) associations, institutions, bodies and entities (whether incorporated or not) and visa versa;
- (f) a reference to writing includes any method of representing words, figures or symbols in a permanent and visible form (including without limitation, in an email form);



- (g) words or expressions defined in the Law but not defined in this Constitution shall, if not inconsistent with the subject or context, bear the same meaning in this Constitution; and
- (h) all references in this Constitution to any statutory enactment or law shall mean and be construed as references to that enactment or law as amended or modified or re-enacted from time to time and to the corresponding provisions of any similar enactment or law of any other relevant jurisdiction and includes regulations and statutory instruments thereunder.
- (i) The headings to clauses or groups of clauses shall not affect the construction or interpretation of this Constitution.
- (j) The replaceable rules contained in the Law shall not, unless expressed in the Law to be mandatory in respect of the Company, apply to the Company.

### **1.3 Objects**

- (a) The principal objects of the Company are:
  - (i) to be a professional organisation of members of the Orthodox Jewish ministry in Australia and New Zealand;
  - (ii) to concern itself with matters of religious, educational, social, communal or congregational concern to members of the Orthodox Jewish ministry;
  - (iii) to promote Orthodox Jewish Observance (Yiddishkeit);
  - (iv) to help promote the economic welfare and security of the Rabbi through the rights of tenure, health insurance and old-age retirement arrangements.
  - (v) to establish the Rabbi as the religious authority of his community or synagogue and to support him in the execution of his duties.
  - (vi) to promote the dignity, status and welfare of members of the Orthodox Jewish ministry; to promote the professional development of members;
  - (vii) to promote the centrality of Israel to Judaism and the Jewish people;
  - (viii) in order to further the objectives of the Company, to deal with and consider complaints concerning the behaviour or conduct of members, and to discipline members appropriately, by the imposition of a Penalty as provided for in this Constitution, and to publicise the results of any deliberations;
  - (ix) to adjudicate disputes between members;
  - (x) to enhance collegiality between members;
  - (xi) to administer funds, issue publications and statements or take other action, either by itself or in collaboration with other organisations, in pursuance of the objects set out in this clause 3;
  - (xii) to administer one or more funds into which all gifts, donations and bequests for the purposes of the Company will be credited;
  - (xiii) to conduct public programs including education programs, social and community programs and research programs;
  - (xiv) to disseminate information relating to education and community programs and to produce, edit, publish, issue, sell, circulate and preserve such papers, periodicals, books, circulars and other literary matters as are conducive to these objects;
  - (xv) to establish and maintain relationships and close communications with corporations, entities, associations, foundations, institutions,

- organisations and groups including ~~Federal, State and Local~~ Government instrumentalities ~~and~~, authorities ~~as well as~~ and professionals that may have related interests to the Company and utilise their resources and facilities to provide and achieve the objects of the Company;
- (xvi) to seek and co-ordinate funding from ~~Federal, State and Local~~ Government and the private sector in the form of grants, gifts, donations and bequests committed to the objects of the Company;
  - (xvii) to encourage and promote and generally to create greater community awareness in the knowledge and understanding of the objects of the Company;
  - (xviii) to encourage and promote and generally to create harmony within the broader community;
  - (xix) to provide or attract funds for the facilitation of any of the objects especially for the conduct of public programs including education and community programs; and
  - (xx) to do all such other things as are incidental or conducive to the attainment of the objects and aims of the Company and its Members.
- (b) The objects of the Company shall not be carried on for the purposes of profit or gain to its Members and the income and property of the Company, from whatever source derived, shall be applied solely towards the promotion of the objects of the Company and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to the Members of the Company.
  - (c) Notwithstanding anything contained in clause ~~1.3(b)1.3(b)~~, nothing contained in that clause shall prevent the payment, in good faith, of remuneration to any officers or servants of the Company or to any Member in return for any services actually rendered to the Company or for goods supplied in the ordinary or usual way of business, nor prevent the payment of interest at a rate not exceeding the rate fixed for the purposes of this clause ~~14~~ by the Board on money borrowed from any Member or reasonable and proper rent for premises demised or let by any Member to the Company.
  - (d) The objects of the Company shall be carried out to the extent possible in accordance with Orthodox Jewish Law. To the extent that any dispute arises in relation to whether any matter is permitted under Orthodox Jewish Law that dispute will be determined in accordance with clause ~~2626~~.
  - (e) In accordance with Australian Law, an act of the Company is not invalid merely because it is contrary to or beyond the objects set out in this clause 3.

#### **1.4 Powers of the Company**

- (a) The Company has, subject to the Law, power to do all things necessary or convenient to be done for, or in connection with, the performance of its objects.
- (b) Without limiting the generality of clause ~~1.4(a)1.4(a)~~, the Company has all the rights, powers and privileges and the legal capacity of a natural person including, but not limited to, the powers to:
  - (i) accept gifts, devises, bequests or assignments made to the Company, whether on trust or otherwise, and whether unconditionally or subject to a condition and, if a gift, devise, bequest or assignment is accepted by the Company for the Company on trust or subject to a condition, to act as trustee or to comply with the condition, as the case may be;
  - (ii) make available (whether in writing or in any other form and whether by sale or otherwise) information relating to the Company, and its functions;

- (iii) to occupy, use and control any land or building owned or held under lease by any other person made available to the Company;
  - (iv) acquire, hold and dispose of real and personal property;
  - (v) lease the whole or any part of any land or building for the purpose of the Company;
  - (vi) occupy, use and control any other land or building owned or held under lease by any other person and made available to the Company;
  - (vii) enter into contracts;
  - (viii) erect buildings;
  - (ix) employ managers and other staff to implement the objects of the Company and pay such fees, salaries, emoluments and expenses as the Board consider reasonable to such persons;
  - (x) purchase or take on hire, or to accept as a gift or on deposit or loan, and to dispose of or otherwise deal with furnishings, equipment and other goods;
  - (xi) act as trustee of moneys or other property vested in the Company on trust; and
  - (xii) do anything incidental to any of the Company's objects.
- (c) Notwithstanding anything contained in this Constitution, any money or other property held by the Company for the Company upon trust or accepted by the Company for the Company subject to a condition, shall not be dealt with except in accordance with the obligations of the Company as trustee or as the person who has accepted the money or other property subject to the condition, as the case may be.

## **2 Membership and eligibility**

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### **2.1 Number and classes of Membership**

- (a) The number of Members shall be not less than one.
- (b) The Members of the Company will, subject to the provisions of clause [2.22-2](#), consist of Eligible Persons as the Directors admit to Membership in accordance with this Constitution.
- (c) Only an Eligible Person shall be eligible to be admitted to Membership and the Board may, in its absolute discretion, require the applicant to provide such evidence as to the applicant's eligibility as the Board considers necessary.
- (d) The Board may, at any time and from time to time subject to clauses [3.23-2](#) and [3.33-3](#), establish different classifications of Membership and may prescribe the qualifications, rights and privileges of persons admitted to Membership in, or transferred into, such classifications of Membership but if a new class of Membership is established, the qualifications, rights and privileges of that Membership must be approved in accordance with clause [3.33-3](#).

### **2.2 Admission to Membership**

Every person seeking admission to Membership of the Company must register by:

- (a) signing a written application addressed to the Secretary, in the form prescribed by the Board
- (b) specify the class of Membership sought and such other particulars as the Board may either generally or, in a particular case, require;

- (c) pay the annual membership fee with the application form
- (d) All applicants must provide their rabbinic ordination or an appropriate letter from their ordaining body.
- (e) All applicants must agree to the clauses set out in the Rabbinic Code of Conduct where;
  - (i) He understands and acknowledges that his conduct and behaviour may impact upon the standing, reputation and integrity of his colleagues and the wider Jewish community
  - (ii) He will, at all times conduct himself in accordance with the Halacha and the laws of the land.
  - (iii) He will obtain and maintain such accreditation as required by law.
  - (iv) He will comply with all laws providing for the giving of information, and the making of reports concerning or in any way related to the abuse whether physical, sexual or otherwise of any person, including a child and the commission of any criminal offence. In order to remove any doubt, compliance with this provision applies to circumstances where the member is aware, ought reasonably be aware, or has reasonable grounds to believe that any such abuse or criminal offence may have occurred.
  - (v) In particular he will provide or arrange for others to provide such assistance as may be necessary or appropriate to assist any victim of abuse or criminal offence, and will not shield any perpetrator of abuse or a person who may have committed a criminal offence.
  - (vi) He will at all times encourage others to conduct themselves in compliance with the Torah and the law of the land.
  - (vii) He will maintain confidentiality regarding all areas relating to his work as is appropriate and as may be required by law, except as is required by law.
  - (viii) If he becomes aware of any situation or circumstances which might reasonably be foreseen to expose him to an investigation into his behaviour or conduct by the police or other enforcement agency of government, or where such investigation has commenced he shall promptly notify a member of the Executive Committee.
  - (ix) If he becomes aware of any situation or circumstances which might reasonably be foreseen to expose a person known to him to be a member of the Company to an investigation into his behaviour or conduct by the police or other enforcement agency of government, or where such investigation has commenced, he shall promptly notify a member of the Executive Committee.
  - (x) He will not engage in any form of sexual activity or contact of a sexual nature with any person to whom he is not married.
  - (xi) He will not issue a Gett or perform a conversion within Australia or New Zealand without authorisation from a recognised Beth Din having jurisdiction.
  - (xii) He will not engage in any activity that would, or might reasonably be foreseen to bring the other Rabbis or community into disrepute.
- (f) All applicants must agree to maintain the status of their accreditation as defined by the Board

- (g) Subject to paragraph 5.2.3 the Directors shall determine, in their absolute discretion, whether to approve or to reject any application for Membership provided that:
  - (i) An application from an Eligible Person, who is serving as a Rabbi must be approved by a majority of the Board; and
  - (ii) An application from any other Eligible Person who is not serving as a Rabbi must be approved by a two thirds majority of the Board.
- (h) The directors may decline any applicant for grounds that it believes necessary, however the directors may provide additional information on a case specific basis as to whether the applicant may apply in the future. This could include but is not limited to, a stand down period of a certain amount of time
- (i) Upon an application being approved by the Directors, the Secretary must, as soon as practicable notify the applicant that he has been approved for Membership.
- (j) An applicant for Membership becomes a Member and is entitled to exercise the rights of Membership when his name is entered into the Register by the secretary.
- (k) If an application has been rejected by the Directors, the secretary must, as soon as practical, notify the applicant that his application or nomination has been rejected, at which time his annual membership paid by that applicant shall be returned. At this time the directors may advise the applicant any additional information pursuant to ~~2.2(h)~~[2.2\(h\)](#)

### **2.3 Subscription Fee**

- (a) The Directors shall be entitled to determine, in their absolute discretion, that the Subscription Fee payable for any Membership Term by any Members, or class of Members, may be different to the Subscription Fee payable by any other Members, or class of Members.
- (b) The Subscription Fee shall be payable by each Member, in respect of each Membership Term in advance prior to the end of the immediately preceding Membership Term, addressed to the Treasurer, or to such other person as the Board shall, from time to time, determine for that purpose.

### **2.4 Undertaking**

Every Member of the Company undertakes to contribute to the property of the Company in the event of the Company being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company (contracted before he ceases to be a Member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves such amount as may be required, not exceeding, in any event, \$50 per Member.

### **2.5 GST**

- (a) All payments that are required to be made by a prospective Member or a Member under this Constitution (including but not limited to the application fee and each Subscription Fee paid by that person) are exclusive of GST.
- (b) If any payment referred to in clause ~~2.5(a)~~[2.5\(a\)](#) is for, or is in connection with, a supply made by the Company under this Constitution on which the Company is liable to pay GST, then such payment shall be increased by the prevailing rate of that GST and the Member shall pay that increased amount to the Company at the same time and in the same manner as all other payments required to be made.

- (c) The Company must issue to the Member a tax invoice for the increased amount referred to in clause ~~2.5(b)~~~~2-5(b)~~ within 14 days from the date that the increased amount is required to be paid by the Member.

### **3 Rights of Members**

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#### **3.1 Rights and privileges**

- (a) Subject to this Constitution, all Financial Members are entitled to all the rights and privileges of Membership of the Company.
- (b) A right, privilege, or obligation of a person by reason of his Membership:
  - (i) is not capable of being transferred or transmitted to another person; and
  - (ii) terminates upon the cessation of his Membership whether by death or resignation or otherwise as more particularly set out in clause ~~66~~.

#### **3.2 Variation of Rights**

- (a) If at any time the Directors exercise the powers under clause ~~2.1(d)~~~~2-1(d)~~, the rights, restrictions or obligations of Members or any class of Members may be varied with either:
  - (b) the written consent of not less than 75% of the existing Financial Members; or the sanction of a Special Resolution passed at a separate general meeting of the existing Financial Members.

#### **3.3 Effect of new class of Membership**

If the Directors establish a new class of Membership that has the same rights, restrictions or obligations as an existing class of Membership, the establishment of that new class of Membership is not a variation of the rights attaching to that class.

### **4 Register of Members**

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#### **4.1 Information in Register**

- (a) The Secretary must keep and maintain a Register containing:
  - (i) the name and address of each Member;
  - (ii) the date on which each Member's name was entered in the register;
  - (iii) details of whether the Member is a Financial Member and the date on which that person became a Financial Member;
  - (iv) the class of Membership; and
  - (v) any other information which the Directors considers necessary.

#### **4.2 Inspection and copies**

The Register shall be available for inspection, free of charge, by any Member upon request.

### **5 Default by Members**

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- (a) If a Member fails to pay the whole or any part of his Subscription Fee prior to the commencement of any Subscription Year, for more than 60 days after the due date for payment then:

- (i) all of the rights and privileges of that Member shall be suspended until the Subscription Fee, or such part thereof which is payable and remains outstanding, is paid or until his Membership has been determined in accordance with the provisions of clause ~~5(b)5(b)~~; and
  - (ii) the Treasurer or Secretary shall give notice to that Member requiring payment of the Subscription Fee, or such part of the Subscription Fee which is payable and remains outstanding.
- (b) If any Member fails to pay his Subscription Fee in accordance with clause ~~5(a)5(a)~~, or any part thereof which is payable and remains outstanding for more than 60 days after service of the notice to the Member in accordance with clause ~~5(a)(ii)5(a)(ii)~~, then the Member shall cease to be a Member pursuant to clause ~~66~~ and the Treasurer or Secretary must notify that Member accordingly.

## **6 Cessation of Membership**

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### **6.1 Ceasing to be a Member**

A person ceases to be Member of the Company if:

- (a) he resigns his Membership as provided in clause ~~7(a)7(a)~~; or
- (b) the provisions of clauses ~~5(a)5(a)~~ and ~~5(b)5(b)~~ or the succeeding provisions of this clause ~~66~~ become applicable to that Member.

### **6.2 Continuing liability**

A Member who resigns his Membership continues to be liable for any Subscription Fee and all arrears due and unpaid at the date of his resignation and for all other moneys due by him to the Company and for any sum not exceeding \$50 for which he may become liable as a Member under clause ~~2.42-4~~.

### **6.3 Complaints concerning members**

- (a) Any complaint concerning the behaviour or conduct of a member, including but not limited to any breach of the Code of Conduct which comes to the attention of the Company, no matter by whatever means, shall be referred to and considered promptly by the Investigative Committee.
- (b) The Investigative Committee shall include a member of the executive, a rabbi from another city, and a lay leader from another city.
- (c) The Investigative Committee shall determine:
  - (i) whether the complaint, on its face, is trivial or vexatious in nature, and in which case it may take no further action
  - (ii) whether the complaint involves behaviour or conduct which is exclusively personal to the member and could in no way involve the business or the affairs of the Company or have any impact on the integrity and good standing of the Company or its members, and in which case it may take no further action
- (d) In all other cases, the Investigative Committee shall investigate, or cause others to investigate the complaint. Any investigation shall, in the complete discretion of the Investigative Committee, be conducted in such a manner as will allow the Investigative Committee to be as fully informed as reasonably possible in a timely manner.
- (e) If the Investigative Committee determines to investigate or have investigated the complaint, the Executive:



- (i) shall inform the member accordingly, and may give to the member such information concerning the complaint that it deems appropriate, in its absolute discretion.
  - (ii) may, in its discretion call on the member to show cause why he should not be suspended from membership pending the outcome of any investigation, and during the course of any subsequent proceedings instituted by the Investigative Committee against the member under this clause, and pending the outcome of any investigation being undertaken by the police or other government instrumentality, and pending the determination of any proceedings instituted by such authority against the member, and may in its absolute discretion, suspend the member accordingly but only after giving the member an appropriate opportunity to show cause why he should not be suspended.
- (f) Upon the completion of its investigations, the Investigative Committee shall determine whether proceedings for the imposition of a Penalty under this clause shall be commenced against the member. In so determining, the Investigative Committee shall be informed by the objects of the Company under this Constitution as well as the likely prospects of the complaint being proven to the comfortable satisfaction of the Complaints Committee established under this Constitution. In making such determination the Investigative Committee may, and where appropriate should, seek advice from a legal practitioner of at least seven years' standing or a retired judge.
- (g) If the Investigative Committee determines to proceed to pursue the complaint and seek a penalty against the member, it shall advise the Executive to:
  - (i) cause a notice of complaint to be served on the member setting out such particularity of the complaint and, furnishing a copy of such documentation available to it, as it considers appropriate, and
  - (ii) refer the matter to the Complaints Committee to be determined by the Complaints Committee in accordance with the provisions of Clause [6.46-4](#).
- (h) In the event that the Complaints Committee determines to impose a Penalty, the Executive shall promptly do all things reasonably available to it to ensure that the Penalty is imposed on the member, including any former member. The Executive shall ensure that the findings and reasons of the Complaints Committee are retained in its records, and may publicise those findings or reasons in whole or in part if it is appropriate to do so, whether by way of use of its website or otherwise.

#### **6.4 Complaints Committee**

- (a) There is hereby established under this Constitution a Complaints Committee.
- (b) The members of the committee shall be appointed from time to time by the Executive, having regard to the nature and extent of the subject matter of any complaint, any expertise which will assist in evaluating, dealing with and determining the complaint, the need to ensure that all proceedings of the Committee will be conducted according to law and Torah, and affording to the member the subject of the complaint due process and compliance with the laws of natural justice .No member of the Executive shall be eligible for appointment to the Committee but otherwise a member of the Company is eligible for appointment. No person is eligible for appointment to a Committee dealing with a member if a fair-minded lay observer with knowledge of the material objective facts might reasonably apprehend that the person might not bring an impartial and unprejudiced mind to the resolution of the complaint.



- (c) The Committee shall have not less than 4 nor more than 6 members. One such member shall be a legal practitioner of not less than 7 years' standing or a retired judicial officer who shall be the Chair of the Committee.
- (d) The number of lay members of the Complaints Committee shall not exceed the number of RCANZ members.
- (e) The conduct of the proceedings shall be in the discretion of the Committee. The Committee is not bound by the laws of evidence and may inform itself about any relevant matter in a manner which it determines is appropriate in all the circumstances. The Committee must act as quickly, efficiently and effectively as possible subject always to the overriding considerations of compliance with the rules of procedural fairness.
- (f) The Executive may, or at the request of the Committee must, appoint a person or persons to act as complainant in proceedings before the Committee.
- (g) The proceedings of the Committee will be conducted in private, but at all times inviting the attendance of the complainant and any respondent, and with such formality as it determines is appropriate. With the consent of all parties, and if it determines it is appropriate to do so, the Committee may determine the matter on the basis of such documentation as is before it without conducting any hearing.
- (h) Any complainant or respondent who is a minor or who is under a disability or for any other reason requires the assistance or support of another person is entitled to the presence of such person. Parties may be represented by a legal practitioner or, with the permission of the Committee, by another person.
- (i) The Committee may proceed with any hearing in the absence of any party who, having been given appropriate notice, does not appear at the hearing.
- (j) The Committee may, at its discretion, receive information and evidence in such form and from such persons as it considers appropriate. The Committee may, in its discretion, permit the cross examination of witnesses who give oral evidence.
- (k) All decisions of the Committee will be determined by a majority of the members. In the event that there is no majority, the decision of the Chair shall be the decision of the Committee.
- (l) The Committee must, after the conclusion of any hearing, publish its decision and brief written reasons therefor to the Executive, as soon as possible after having reached a decision.
- (m) The Committee may impose any Penalty available under this Constitution. No disciplinary measures will be imposed unless the member is given an opportunity to make submissions.
- (n) The Committee may make findings with respect to any matter referred to it and may direct the Company to take such action as is available under this Constitution against a member found to have engaged in misconduct or inappropriate behaviour as is warranted, including without limitation:
  - (i) giving of a verbal or written apology;
  - (ii) receipt of a written warning;
  - (iii) receipt of counselling;
  - (iv) suspension of membership;
  - (v) dismissal from any position or office with the Company;
  - (vi) the imposition of a fine not exceeding \$5000;
  - (vii) expulsion.

- (o) The Committee may deal with a complaint and impose a Penalty, notwithstanding that the member the subject of the complaint may have resigned his membership.

## **7 Resignation of Member**

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- (a) A Member may resign from the Company by giving notice in writing to the Secretary of his intention to resign and upon doing so, the Member shall cease to be a Member.
- (b) Upon the receipt of a notice given under clause ~~7(a)~~<sup>7(a)</sup>, the Secretary shall make an entry in the Register recording the date on which the Member who gave that notice ceased to be a Member.
- (c) Notwithstanding the resignation of a Member:
  - (i) no proportion of the Subscription Fees paid by that Member shall be refunded; and
  - (ii) any moneys due and payable by the Member to the Company shall continue to be due and payable to the Company.

## **8 General meetings**

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### **8.1 Annual General Meeting**

- (a) The annual general meeting of the Company shall, subject to the Law, be held not later than the last day of the fifth month following the Company's financial year end for the purposes of:
  - (i) the election of the Directors;
  - (ii) the consideration of the financial reports of the Company, the Directors' report and the auditor's report; and
  - (iii) such other business as may be properly transacted at the annual general meeting
- (b) The annual general meeting of the Company must be held in accordance with the provisions of the Law and this Constitution.
- (c) The annual general meeting of the Company will be held in the city in which the President resides or in such other city in Australia as may be determined by the Board.

### **8.2 General meetings**

All general meetings other than the annual general meeting will be called an extraordinary general meeting.

### **8.3 Calling and holding general meetings**

- (a) The President may in addition to the annual general meeting, whenever he thinks fit, call an extraordinary general meeting and an extraordinary general meeting will be called on such requisition, or in default, may be convened by a minimum of 10 requisitionists as are Financial Members or as otherwise provided by the Law.
- (b) Every requisition made by Financial Members must:
  - (i) be in writing; and
  - (ii) state any resolution to be proposed at the general meeting; and
  - (iii) be signed by the Financial Members making the request; and

- (iv) be given to the President or, in his absence, be left at the registered office of the Company.

#### **8.4 Notice of general meetings**

Subject to the provisions of the Law relating to Special Resolutions and agreements for shorter notice, written notice must be given of all annual general meetings and extraordinary general meetings in accordance with the provisions of the Law, specifying:

- (a) the place, date and time for the meeting (and, if the general meeting is to be held in two or more places, the technology that will be used to facilitate this);
- (b) the general nature of the business of the meeting;
- (c) if a Special Resolution is to be proposed:
  - (i) an intention to propose the Special Resolution; and
  - (ii) the Special Resolution itself;
- (d) if a Member is entitled to appoint a proxy that:
  - (i) the Member has a right to appoint a proxy; and
  - (ii) that the proxy may (but need not) be another Member of the Company.

#### **8.5 Accidental omission**

The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by any Member shall not invalidate the proceedings at any meeting.

#### **8.6 Business at annual general meeting and extraordinary general meetings**

All business shall be deemed special that is transacted at an extraordinary general meeting and all that is transacted at an annual general meeting shall also be deemed special with the exception of:

- (a) the consideration of the financial reports, Directors' reports and auditor's reports;
- (b) the appointment of the auditor and the fixing of his remuneration; and
- (c) the election of the Directors.

#### **8.7 Postponement or cancellation or change of general meeting**

Subject to the Law, the Board may at any time prior to the time at which a general meeting is to be held, postpone for up to 90 days or cancel any general meeting or change the place of any general meeting. Any such postponement, cancellation or change must be communicated to each Member of the Company and each other person to whom notice was given, in any manner permitted under clause [2626](#).

## **9 Proceedings at general meetings**

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### **9.1 Quorum**

- (a) No business shall be transacted at any annual general meeting or any other general meeting unless a Quorum of Financial Members is Present at the time when the meeting proceeds to business.
- (b) If within 15 minutes from the time appointed for a general meeting a quorum is not present:
  - (i) the meeting, if called on the requisition of Financial Members, shall be dissolved; and
  - (ii) in any other case:

- (A) it shall stand adjourned to the same day in the next week at the same time and place or to such other time and place as the Directors may determine; and
- (B) if at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting, the Financial Members Present (being not less than two) shall comprise a quorum.

## 9.2 Chairing meetings

- (a) The Chairperson will preside at every meeting of the Members or, if the Chairperson is not present in person within 15 minutes after the time appointed for holding the meeting, or is unwilling to act and has failed to nominate another person to chair the meeting then:
  - (i) the person nominated by the President to chair the meeting shall be the Chairperson; or
  - (ii) if neither the President nor any person nominated by him is present or willing to act, the Senior Vice President shall be the Chairperson; or
  - (iii) if the Senior Vice President is not present or willing to act, the Junior Vice President shall be the Chairperson; or
  - (iv) if neither of the Vice Presidents is present or willing to act, the Financial Members Present shall choose one of the Financial Members to be Chairperson.
- (b) The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place but so that:
  - (i) no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place;
  - (ii) when a meeting is adjourned for 30 days or more at any one time notice of the adjourned meeting shall be given as in the case of an original meeting;
  - (iii) save as aforesaid it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

## 9.3 Decisions at meetings

- (a) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the results of the show of hands) demanded:
  - (i) by the Chairperson; or
  - (ii) by at least five Financial Members Present having the right to vote at the meeting; or
  - (iii) by any Financial Member or Financial Members Present and representing not less than 5% of the votes that may be cast on the resolution on a poll,and unless a poll is demanded, a declaration by the Chairperson that a resolution has on a majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (b) The demand for a poll may be withdrawn.

- (c) If a poll is duly demanded, it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairperson directs and the result of the poll shall be the resolution of the matter in respect of which the poll was demanded but a poll demanded on the election of a Chairperson or on a question of adjournment shall be taken forthwith.
- (d) In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

#### **9.4 Telephone and audio visual communications**

- (a) For the purpose of this Constitution the contemporaneous linking together by telephone or by such other method of electronic, audio or audio visual communication system of a number of the Members, not less than the quorum specified in clause ~~9.19.4~~ shall constitute a general meeting of the Members and all the provisions in this Constitution as to meetings of the Members shall apply to such meetings subject to the following conditions namely:
  - (i) each of the Members taking part in the meeting by telephone or such other audio or audio visual communication system must be present at a designated Location;
  - (ii) each of the Members taking part in the meeting by telephone or such other audio or audio visual communication system in a Location must be able to hear the Members in each other Location at the commencement of the meeting; and
  - (iii) at the commencement of the meeting a representative of the Members in each Location must acknowledge to the Chairperson the presence of those Members in that Location for the purpose of that meeting.
- (b) For the purposes of clause ~~9.4(a)~~~~9-4(a)~~ the Members in a Location may not leave the meeting by disconnecting the telephone or such other audio or audio visual communication system unless the Members in that Location have previously obtained the express consent of the Chairperson of the meeting and the Members in a Location shall be conclusively presumed to have been present during the meeting unless the Members in the Location have previously obtained the express consent of the Chairperson to leave the meeting.
- (c) All Members in a Location shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by telephone or such other audio or audio visual communication system unless the Members in that Location have previously obtained the express consent of the Chairperson to leave the meeting.
- (d) In the event that the Members in a Location leave a meeting through disconnecting the telephone or such other audio or audio visual communication system without the consent of the Chairperson (as required in clause ~~9.4(b)~~~~9-4(b)~~) such disconnection will not invalidate the meeting or any resolution decided at the meeting.
- (e) A minute of the proceedings at a meeting contemporaneously linked by telephone or by such other method of audio or audio visual communication system shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified to be a correct minute by the Chairperson of the meeting.

## 10 Votes of Financial Members

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### 10.1 Voting at meetings of Members

A Financial Member may, subject to any special rights or restrictions imposed on or attaching to a class of Membership and subject to the provisions of clause ~~10.3~~~~10.3~~, vote in person or by telephone and audio visual communications permitted by clause ~~9.4~~~~9.4~~ or by proxy or by attorney and on a show of hands or on a poll every such Financial Member shall have one vote.

### 10.2 Voting by committee or trustee

A Member who is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under any relevant law relating to mental health may not vote whether on a show of hands or on a poll.

### 10.3 Entitlement to vote

Subject to clause ~~10.2~~~~10.2~~, only Financial Members shall be entitled to vote at any general meeting.

### 10.4 Objection to right to vote

No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision on that matter shall be final and conclusive.

## 11 Proxies

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### 11.1 Financial Member's entitlement to appoint proxy

- (a) Each Financial Member of the Company entitled to attend and cast a vote at a general meeting may appoint an individual as his proxy to attend and vote for that Financial Member at the general meeting.
- (b) If a Financial Member is entitled to cast two or more votes at the meeting, that Financial Member may appoint not more than two proxies
- (c) A proxy may (but need not) be a Financial Member of the Company.
- (d) A Financial Member shall be entitled to instruct his proxy to vote in favour of or against any proposed resolutions and unless so instructed the proxy may vote as he thinks fit.

### 11.2 Instrument of appointment

- (a) The instrument appointing a proxy shall, subject to clause ~~11.2(b)~~~~11.2(b)~~, be in any written form approved by the Directors and:
  - (i) be signed by the appointor; or
  - (ii) be signed by the duly authorised attorney of the Financial Member.
- (b) Despite clause ~~11.2(a)~~~~11.2(a)~~, an appointment of proxy is valid if it is authenticated in a manner prescribed by the Law.
- (c) The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or otherwise authenticated as prescribed by the Law or a notarially certified copy of that power or authority must be received by the Company not less than 24 hours before the time for holding the general meeting or adjourned general meeting at which the person named in the instrument proposes to vote (unless a shorter period is specified in the notice of general

meeting to which the proxy relates). In default, the instrument of proxy shall not be treated as valid unless otherwise determined by the Chairperson.

- (d) For the purposes of clause ~~11.2(c)~~~~11.2(e)~~, an instrument appointing a proxy must be received by the Company in any manner prescribed by the Law or as specified in the notice of meeting for that purpose.

### **11.3 Proportion or number of votes**

Where a Financial Member appoints two proxies, the appointment may specify the proportion or number of votes that the proxy may exercise.

### **11.4 Authority to demand poll**

Any instrument appointing a proxy confers authority to demand or join in demanding a poll.

### **11.5 Chairman's right to accept early votes at meeting**

The Chairman is able to accept early votes from a Financial Member if that Financial Member is required to leave the meeting prior to a vote occurring.

## **12 Biennial Conference**

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### **12.1 Frequency of Conferences**

The Company will hold a conference every two years or such lesser period as the Board may determine. The conference venue will alternate between Sydney and Melbourne, or any other city that the Board determines suitable at its sole discretion.

### **12.2 Convening of Conferences**

The Secretary shall be responsible for convening each Conference. The date, venue and agenda for each Conference must be approved by the Board.

### **12.3 Resolutions at Conferences**

Any resolution passed at a Conference which was not submitted in writing and in full to the Company at least two weeks prior to the Conference must be ratified by the Board before it becomes binding on the Company. If the Board is not prepared to ratify the resolution, the resolution shall be resubmitted to Members for approval at the next annual general meeting or extraordinary general meeting.

### **12.4 Professional Development at Conferences**

Each conference will contain an element of Professional Development which will act as a qualified course of accreditation pursuant to ~~2.2(f)~~~~2.2(f)~~

## **13 Board of directors and Advisory Committee**

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### **13.1 Number of Directors and Advisory Committee Members**

- (a) Subject to the Law, the number of members of the Board will be not less than seven.
- (b) The members of the Board shall be elected by the Financial Members in accordance with clause 17 from among the Financial Members and who shall hold one of the offices on the Board referred to in clause ~~13.1(c)~~~~13.1(e)~~
- (c) The Board shall comprise the following persons:
- (i) a President;
  - (ii) a Vice President;

- (iii) a Secretary;
  - (iv) a Treasurer;
  - (v) and three (3) Board Members;
  - (vi) the Board may co-opt up to two (2) members as additional directors.
- (d) The Board must be made up of at least two thirds of Rabbis who are either current communal or retired communal Rabbis who are or were employed by a Synagogues ~~affiliated with the Council of Orthodox Synagogues of Australia, or the Auckland or Wellington Hebrew Congregations~~ that is run by a board of management comprised largely of members of that Synagogue.

### **13.2 Committees and Advisory Board**

- (a) The Board may also decide to have committees which will consist of members of the company and one director of the Board. Such committees will be designated specific portfolios and tasks
- (b) The Board may also decide to appoint an advisory panel of up to 5 members from lay leadership who will advise the Board regarding issues relating to the constituents
- (c) In appointing persons to the Advisory Committee the Board will have regard to their residence so as to seek to ensure that the Advisory Committee will have a broad representation from as many of the States and Territories as possible.

### **13.3 Term of office**

- (a) Each member of the Board shall hold office for a period of two (2) years from the date of his election but is eligible for re-appointment by Financial Members.
- (b) Each member of the Board may serve in the same position for a maximum of 2 consecutive terms in office (which period may be extended by a unanimous vote of the other members of the Board in accordance with clause ~~14(c)~~14(e).

### **13.4 Annual Report**

The Board will provide to the Financial Members an annual report pertaining to the activities of the Company.

### **13.5 Casual vacancy or addition to Board or Advisory Committee**

In the event of a casual vacancy in any office referred to in clause ~~13.1(c)~~13.1(e), the Directors may appoint one of the Financial Members to the vacant office and the Financial Member so appointed may continue in office up to and including the conclusion of the annual general meeting next following the date of the appointment.

### **13.6 Remuneration of Directors and members of the Advisory Committee**

- (a) The Directors and members of the Advisory Committee (excluding those who are salaried employees of the Company) shall be honorary.
- (b) No members or members of the Advisory Committee (excluding those who are salaried employees of the Company) will be entitled to any remuneration for their services but will be entitled to be paid all travelling and other expenses properly incurred by them in attending, participating and returning from meetings of the Directors or the Advisory Committee, or any committee established by the Directors or the Advisory Committee, or annual general meetings, or extraordinary general meetings of Members of the Company, or otherwise, in connection with the business of the Company.
- (c) All payments made to Directors or members of the Advisory Committee under clause 16.7.2 must be approved by the Board.



### 13.7 Removal of Director or member of the Advisory Committee

The Company may, by resolution of which notice in accordance with the Law has been given, remove any Director or member of the Advisory Committee before the expiration of his term of office and may, by resolution, appoint another person in his place. The person so appointed will hold office in accordance with the provisions of clause [13.513-5](#).

## 14 Election of directors

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The election of Directors (other than the Immediate Past President or Directors who are required to retire in accordance with clause [13.313-3](#) and [13.513-5](#) but are to be considered for reappointment) will take place in the following manner:

- (a) all nominees must be Financial Members at the time of nomination;
- (b) any Financial Member wishing to serve as a Director must be nominated by any two other existing Financial Members;
- (c) if a Financial Member has served the last two consecutive terms as a Director ("**previous Director**") and wishes to seek re-appointment as a Director:
  - (i) that Financial Member must seek the unanimous approval of the Board prior to the annual general meeting at which the election is to take place;
  - (ii) if the previous Director's nomination is not unanimously approved by the Board, the previous Director's nomination will not be accepted.
- (d) the written nomination, signed by the nominee and his proposer and seconder, must be lodged with the Secretary at least 14 days before the annual general meeting at which the election is to take place;
- (e) the written nomination must specifically state the position or positions listed in clause [13.1\(b\)13-1\(b\)](#) that they are nominating for;
- (f) in respect of each Board position a list of the candidates' names in alphabetical order with the proposers' and seconders' names will be posted in a conspicuous place at the office of the Company for not less than seven days immediately preceding the annual general meeting at which the election is to take place;
- (g) in respect of each Board position a list of the candidates' names in alphabetical order with the proposers' and seconders' names will be emailed to Financial Members not less than two days prior to the annual general meeting at which the election is to take place;
- (h) to the extent that there is more than one nominee for a Board position, elections will be held for the positions on the Board in the following order:
  - (i) a President;
  - (ii) a Vice President;
  - (iii) a Secretary;
  - (iv) a Treasurer;
  - (v) and three (3) Board Members;
- (i) if a person is elected to a Board position then any nomination from that person for election to any other Board position in the remaining elections to be held pursuant to clause [14\(g\)14\(g\)](#) will be deemed to have been withdrawn; and
- (j) if no candidate nominates for any Board position, the Directors may fill that vacancy from the Financial Members as they think fit.

## **15 Disqualification of directors and members of the Advisory Committee**

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### **15.1 Vacation of office**

The office of Director or member of the Advisory Committee shall be vacated if the person:

- (a) in the case of a Director, ceases to be a Director pursuant to any provision of the Law;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) becomes prohibited from being a director by reason of any order made under the Law;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt
- (e) with in any way under any relevant law relating to mental health;
- (f) resigns his office by notice in writing to the Company;
- (g) ceases to be a Financial Member;
- (h) is removed from office pursuant to this Constitution;
- (i) is absent without permission of the Board from three consecutive meetings of the Board or the Advisory Committee (as the case may be); or
- (j) is directly or indirectly interested in any contract or arrangement with the Company entered into without the prior approval of the Directors.

### **15.2 Exclusions and disclosure of certain interests**

Notwithstanding any rule of law or equity to the contrary but subject to the provisions of the Law:

- (a) a Director shall not be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise or from being employed or acting in any capacity professionally or otherwise by or on behalf of the Company;
- (b) no contract made by a Director with the Company and no contract or arrangement entered into by or on behalf of the Company with any corporation or partnership of or in which any Director is a director, member or otherwise in any way interested and no contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested shall be liable to be impeached affected or avoided by reason of the Director holding his office or of the fiduciary relationship thereby established or by reason of the Director being a party thereto or otherwise interested therein;
- (c) no Director so contracting or being such Director member or so interested shall be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding his office or of the fiduciary relationship thereby established or by reason of his interest;
- (d) subject to the provisions of clause ~~15.345-3~~ and the Law, a Director (including an Alternate director) may not be present at a meeting of Directors while a matter relating to a contract or arrangement in which the Director has (directly or indirectly) a material personal interest is being considered and may not vote on or in relation to the matter;
- (e) a Director may sign, or attest the affixing of the common seal, to any document relating to a contract or arrangement in which the Director has an interest;

- (f) a Director may hold any other office in conjunction with his directorship and may be appointed to that office on such terms as to remuneration, tenure of office and otherwise as may be arranged by the Directors;
- (g) a Director of the Company may be or become a Director of any other company promoted by the Company and any subsidiary company or company having dealings with the Company and no such Director shall be accountable for any benefits received as director or member of or holder of any office or place of profit under that company; and
- (h) the Directors may exercise the voting power conferred by the shares in any companies held or owned by the Company in such manner in all respects as the Directors think fit (including the exercise thereof in favour of any resolution appointing the Directors or any of them to be directors of such companies or voting or providing for the payment of remuneration to directors of such companies) and any such Director of the Company may vote in favour of the exercise of such voting rights in the manner aforesaid notwithstanding that he may be or be about to be appointed a director of such other company.

### **15.3 Disclosure not required**

The provisions of clause ~~15.245.2~~ shall not apply to an interest that a Director has:

- (a) as a Member of the Company and in common with the other Members of the Company; or
- (b) in a matter relating to an existing or proposed contract of insurance merely because the contract insures or would insure that Director as an officer of the Company in accordance with clause ~~2929~~; or
- (c) if the Board has at any time passed a resolution that identifies the Director, the interest of that Director and the matter and the Directors voting for the resolution are satisfied that the interest of that Director should not disqualify that Director from being present while the matter is being considered or voting on the matter; or
- (d) as otherwise permitted by the Law.

## **16 Powers and duties of the directors**

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### **16.1 Management of Company**

- (a) Subject to this Constitution and the Law, the affairs of the Company shall be managed by the Directors.
- (b) The Directors:
  - (i) shall control and manage the business and affairs of the Company;
  - (ii) may, subject to this Constitution and the Law, exercise all such powers and functions as may be exercised by the Company other than those powers and functions that are required by this Constitution or the Law to be exercised by general meetings of the Members; and
  - (iii) subject to this Constitution and the Law, has power to perform all such acts and things as appear to the Directors to be essential for the proper management of the business and affairs of the Company.

### **16.2 Validity of acts of Directors**

No regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

### 16.3 Powers of Directors

Without limiting the generality of clauses [1.41.4](#) and [17.117.1](#), the Directors:

- (a) may make rules, regulations and by-laws for the conduct, administration and management of the Company and may from time to time alter, modify and revoke such rules, regulations and by-laws and make new or additional rules, regulations and by-laws but so that such rules, regulations and by-laws shall not be inconsistent with any of the provisions of this Constitution nor result in the Company ceasing to comply with any special conditions applicable to the Company under the Tax Act;
- (b) have the power to do all things necessary or convenient to be done for or in connection with the performance of its functions;
- (c) may, in addition to all other general and special powers possessed by them from time to time, borrow in the name and for all or any of the purposes of the Company or in connection with its business any sum or sums of money for such period and at such rate or rates of interest and otherwise upon such terms and conditions as the Directors may think fit and so that:
  - (i) any sum or sums of money so borrowed may be raised or secured by mortgage charge pledge guarantee or indemnity of the whole or any part of the real or personal estate revenues property undertaking choses in action debts or effects of the Company including unpaid calls and uncalled capital or by deposit receipts debentures debenture stock bonds trusts deeds personal covenant or otherwise as the Directors may from time to time think fit without such security;
  - (ii) every such mortgage charge guarantee indemnity or other security may be in such form and contain such powers of sale and other powers trusts and provisions and may be accompanied by such collateral further and other security as the Directors may think fit; and (d) may invest any funds belonging to or vested in the Company;
- (d) may from time to time by power of attorney appoint any company, corporation, firm, person or body of persons (whether nominated directly or indirectly by the Directors) to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these regulations) and for such period and subject to such conditions as it may think fit any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers authorities and discretions vested in him; and
- (e) may open any banking account and operate the bank account in the ordinary course of business.

### 16.4 Negotiable instruments

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted and endorsed or otherwise executed (as the case may be) by any two Directors or in such other manner as the Directors may from time to time determine.

### 16.5 Public Statements

All public statements regarding the Company shall only be made by or with the prior authority of the President (or in his absence the Vice President) and, in respect of any significant matter affecting the Company or its Members, after consultation with the Board (where practicable).

## **17 Proceedings of the directors**

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### **17.1 Directors' Meetings**

The Directors:

- (a) shall meet at least three times in each year at such place and such time as the Directors may determine for the dispatch of business;
- (b) may adjourn and otherwise regulate their meetings as they think fit using any technology consented to from time to time by all the Directors; and
- (c) may from time to time invite any person the President considers necessary or appropriate to attend at any meeting of the Directors but a person invited to attend any such meeting shall not be entitled to vote.

### **17.2 Notice of meeting**

Written notice of each Directors' meeting must be given to each Director at least two business days before the date of the meeting. The agenda for each meeting will be set by the President (or in his absence the Vice President).

### **17.3 Decisions at Directors' Meetings**

Subject to this Constitution, questions arising at any meeting of the Directors shall be decided by a majority of votes.

The Chairperson shall have a deliberative vote and a second or casting vote.

### **17.4 Calling Directors' Meetings**

A Director may, and the Secretary on the requisition of a Director must, at any time, summon a meeting of the Directors.

Additional and special meetings of the Directors may be called and held by the Chairperson or by any two Directors.

### **17.5 Quorum**

The quorum necessary for transaction of the business of the Directors may be fixed by the Directors and, unless fixed, will be not less than 3 Directors.

### **17.6 Vacancy**

The continuing Directors may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the number fixed pursuant to this Constitution as the specified number of Directors, the continuing Directors may act in the event of an emergency or for the purpose of increasing the number of members of the Directors to that number or of summoning a general meeting of the Company but for no other purpose.

### **17.7 Chairperson**

The Chairperson shall preside at every meeting of the Directors or, if there is no Chairperson or, if at any meeting he is not present within 15 minutes after the time appointed for holding the meeting, the Deputy Chairperson shall be Chairperson, or if the Deputy Chairperson is not present at the meeting, then the Directors present may choose one of their number to be Chairperson of the meeting.

### **17.8 Validity of actions**

All acts of the Directors undertaken at any meeting of the Directors, or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of that Director, or person so acting, or that they or any

of them were disqualified, be as valid as if every member or other person had been duly appointed and was qualified to be a Director.

### **17.9 Resolutions without meetings**

- (a) A resolution in writing signed by (or, in the case of email, transmitted by) all the Directors for the time being entitled to receive notice of a meeting of the Directors and to vote, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.
- (b) Any resolution passed in accordance with clause ~~17.9(a)~~17.9(a) may consist of identical copies of the document recording the resolution and accompanying information, each signed (or, in the case of email, transmitted) by one or more Directors.

### **17.10 Telephone and audio visual communications**

- (a) For the purpose of this Constitution the contemporaneous linking together by telephone or by such other method of electronic, audio or audio visual communication system of a number of the Directors, not less than the quorum specified in clause ~~17.5~~17.5 (whether or not any one or more of the Directors is out of Australia) shall constitute a meeting of the Directors and all the provisions in this Constitution as to meetings of the Directors shall apply to such meetings subject to the following conditions namely:
  - (i) all the Directors for the time being entitled to receive notice of a meeting, shall be entitled to notice of a meeting by telephone or by such other method of audio or audio visual communication system and to be linked by telephone or such other audio or audio visual communication system;
  - (ii) each of the Directors taking part in the meeting by telephone or such other audio or audio visual communication system must be able to hear each of the other Directors taking part at the commencement of the meeting; and
  - (iii) at the commencement of the meeting each such Director must acknowledge his presence for the purpose of a meeting of the Directors to all other Directors taking part.
- (b) A notice of a meeting of the Directors may be given by telephone or by such other method of audio or audio visual communication system as the Directors may, from time to time, determine or as provided in clause ~~25~~25.
- (c) For the purposes of clause ~~17.10(a)~~17.10(a) a Director may not leave the meeting by disconnecting his telephone or such other audio or audio visual communication system unless he has previously obtained the express consent of the Chairperson of the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by telephone unless he has previously obtained the express consent of the Chairperson to leave the meeting.
- (d) A minute of the proceedings at such meeting by telephone by such other method of audio or audio visual communication system shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified to be a correct minute by the Chairperson of the meeting.

## **18 Committees**

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### **18.1 Establishment**

The Directors may:

- (a) establish such committees (in addition to the Advisory Committee and the Complaints Committee) as it considers necessary for the purposes of the Company;
- (b) delegate any of its powers and or functions to any such committee and define the powers, duties and functions of each committee so established;
- (c) determine the procedure of each committee and the appointment or election of its officers;
- (d) change any of the powers, duties and functions of a committee; and
- (e) remove any member of a committee or dissolve a

### **18.2 Delegation of powers**

The Advisory Committee and any other committee established by the Directors in accordance with clause [19.149.1](#), shall in the exercise of the powers delegated to that committee conform to any regulations that are imposed on it by the Directors.

### **18.3 Advisory Committee**

The Advisory Committee shall act in an advisory capacity only except to the extent that specific powers are delegated to it by the Directors pursuant to clause [18.248.2](#).

### **18.4 Eligibility of members**

A member of a committee (which, for the avoidance of doubt, does not include the Advisory Committee) established by the Directors in accordance with clauses [18.148.1](#), need not be a Director or a Member.

## **19 Treasurer**

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### **19.1 Appointment**

- (a) If a Treasurer is not appointed pursuant to clause [13.143.1](#), the Directors may appoint a Treasurer from the Financial Members for such period and on such terms as the Directors thinks fit and the Directors may revoke any such appointment.
- (b) The Treasurer may be a Director.

### **19.2 Obligations of Treasurer**

- (a) The Treasurer shall:
  - (i) collect and receive all moneys due to the Company and make all payments authorised by the Board; and
  - (ii) keep correct accounts and books showing the financial affairs of the Company with full details of all receipts and expenditure connected with the activities and functions of the Company.
- (b) The accounts and books referred to in clause [19.1\(b\)49.1\(b\)](#) shall be available for inspection by the auditor and such other persons as authorised by the Law or as otherwise directed by the Board.

## **20 Secretary**

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### **20.1 Appointment**

- (a) If a Secretary is not appointed pursuant to clause [13.143.1](#), the Directors must appoint a Secretary from the Financial Members in accordance with the Law for

such period and on such terms as the Directors thinks fit and the Directors may revoke any such appointment.

- (b) The Secretary may be a Director.

## **20.2 Minutes and books**

- (a) The Secretary shall take and keep minutes and books to record:
  - (i) all appointments of officers;
  - (ii) the names of the Directors present at each meeting of the Directors;
  - (iii) the names of the members of any committee of the Company present at each meeting of a committee;
  - (iv) all resolutions and proceedings at all meetings of the Members of the Company and of the Directors and each committee and of all resolutions determined on without meetings; and
  - (v) of all other matters required by the Law.
- (b) Except in the case of documents deemed to constitute minutes in accordance with the provisions of the Law and resolutions signed in accordance with the provisions of clause 21.9, all minutes shall be signed by the Chairperson of the meeting at which the proceedings were held or by the Chairperson of any succeeding meeting.

## **21 The Seal and execution of documents**

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- (a) The Company may have a common seal.
- (b) If the Company has a common seal, the Directors shall provide for the safe custody of the common seal of the Company which shall only be used with the authority of the Directors and every instrument to which the seal is affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person or persons appointed by the Directors to attest the affixing of the common seal.
- (c) All documents which of legal necessity need not be under common seal and which the Company is capable in law of entering into shall be legally binding on the Company if signed by the same persons specified in clause (b) of this Constitution.

## **22 Accounts**

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- (a) The books of account and other records of the Company shall be kept at the Office or at such other place or places as determined by the Directors.
- (b) The Directors shall keep or cause to be kept proper books of account and other records of the Company and shall distribute copies of financial reports as required by the Law and shall, from time to time, determine whether and to what extent and at what times and places and under what conditions or regulations the records, accounts and books of the Company, or any of them, shall be open to the inspection of Financial Members not being Directors.
- (c) No Member shall have any right of inspecting any record, account or book or paper of the Company unless they are a Financial Member and except as conferred by statute or as authorised by the Directors or by the Company in general meeting.
- (d) The financial year of the Company shall be 30 June in each year unless otherwise determined by the Financial Members.



## **23 Audit**

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A properly qualified Auditor or Auditors shall be appointed and his or their duties shall be regulated in accordance with the provisions of the Law.

## **24 Notices**

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### **24.1 Method of giving notice**

A notice may be given by the Company to any Member or other person entitled to receive notice under this Constitution or the Law:

- (a) personally;
- (b) by sending it by post to him at his registered address or to the address (if any) supplied by him to the Company for the giving of notices to him; or
- (c) by sending it to the fax number or electronic address (if any) nominated by the Member; or
- (d) by any other means agreed to with the Company.

### **24.2 Service of notice**

- (a) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing prepaying and posting a letter containing the notice and to have been effected, in the case of a notice of a meeting, on the day after the date of its posting and in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- (b) A notice of meeting sent by fax or other electronic means is taken to be given on the business day after it is sent.
- (c) Notwithstanding the provisions of clause ~~24.1~~[24.124.4](#), the Directors may, in their absolute discretion, give a notice by any other means as shall ensure expeditious receipt of the notice. Service of the notice shall be deemed to be effected if the mode of service of the notice is properly addressed and paid for and lodged for delivery or transmission with a competent person, authority or body and to have been effected at the time at which in the ordinary course that mode of service of the notice would be delivered.

### **24.3 Notice to joint Members**

A notice may be given by the Company to joint Members by giving the notice to the joint Member first named in the Register.

### **24.4 Persons entitled to notice**

- (a) Notice of every general meeting shall be given in any manner hereinbefore authorised to:
  - (i) every Member except those Members who have not supplied to the Company an address for the giving of notices to them;
  - (ii) the Auditor for the time being of the Company; and
  - (iii) such other persons as required by the Law.
- (b) No person other than as referred to in clause ~~24.4(a)~~[24.4\(a\)](#) shall be entitled to receive notices of general meetings.

## **25 Modification or Repeal of Constitution**

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In accordance with Section 136(2) of the Corporations Act 2001 (Cth) the Company may modify or repeal its constitution, or a provision of its constitution, by Special Resolution.

## **26 Winding up**

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- (a) If the Company is wound up the liquidator may, with the sanction of a Special Resolution of the Company, divide amongst the Members in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may, for that purpose, set such value as he deems fair upon any property to be so divided and may determine how the division shall be carried out as between the Members or different classes of Members.
- (b) The liquidator may, with the sanction of a Special Resolution passed by Members, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the Members as the liquidator with the like sanction thinks fit.

## **27 Dispute Resolution**

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- (a) All disputes and questions whatsoever which arise between the Members in respect of this Constitution or membership shall be referred for expert determination by a Bet Din (a Rabbinical Court), convened in Australia in a city determined by the Board and the dispute shall be resolved in accordance with religious Jewish principles. The costs of and incidental to the convening of the Bet Din shall be agreed between the parties and failing which, shall be apportioned between the parties by the Bet Din.
- (b) The Bet Din shall be either an established Bet Din that is agreed to by the Members involved in the dispute or otherwise a Bet Din consisting of two Rabbis, with each party to the dispute nominating one and a third Rabbi, who will be determined by the two previously appointed Rabbis.
- (c) However the provisions of this clause shall not apply to any such dispute or question which applies to or concerns or arises out of circumstances in relation to which the Executive has received a complaint under ~~6.3(a)6-3(a)~~ concerning a member, and has determined to either investigate it or deal with it under ~~6.3(b)6-3(b)~~

## **28 Indemnity and insurance**

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### **28.1 Indemnification of officers**

- (a) The Company may indemnify a person who is, or has been, an officer of the Company, to the full extent permissible by law, out of the property of the Company, against:
  - (i) any liability incurred by that person as an officer of the Company; and
  - (ii) legal costs incurred in defending an action for a liability incurred by that person as an officer of the Company;
  - (iii) except in respect of a liability or legal costs for which the Company is prohibited from indemnifying the officer pursuant to the Law.
- (b) For the avoidance of doubt, clause ~~28.1(a)28-1(a)~~ will not apply so as to enable the Company to indemnify a person who is, or has been, an officer of the Company to the extent that the law precludes the giving of such an indemnity.

## **29 Insurance premium**

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The Company may pay a premium for a contract insuring a person who is, or has been, an officer of the Company against:

- (a) any liability incurred by that person as an officer of the Company; and
- (b) any liability for costs and expenses incurred by that person in defending proceedings relating to that person acting as an officer of the Company, whether civil or criminal, and whatever their outcome,

except any liabilities in respect of which the Company is prohibited from doing so pursuant to the Law.