

CONSTITUTION
OF
THE MUSIC TEACHERS'
ASSOCIATION
OF NEW SOUTH WALES LIMITED

ACN 000 033 447

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Corporations Law Company

Limited by Guarantee

CONSTITUTION

OF

THE MUSIC TEACHERS' ASSOCIATION OF NEW SOUTH WALES LIMITED

ACN 000 033 447

NAME

1. The name of the Company is The Music Teachers' Association of New South Wales Limited.

OBJECTS

2. The objects of the Company are to promote the study, practice and knowledge of music in New South Wales, and in furtherance of these purposes:
 - (a) To support and protect the character, status and common interests of the music teaching profession of New South Wales;
 - (b) To promote the consideration and discussion of all questions affecting the interests of the music teaching profession and generally to watch over and protect the interests of persons engaged in such profession;
 - (c) To provide means of social interaction between members of the music teaching profession;
 - (d) To diffuse amongst its members, information on all matters affecting the music teaching profession.
 - (e) To improve and elevate the technical and general knowledge of persons engaged in, or about to engage in, the music teaching profession.
 - (f) To promote excellence in the practice and knowledge of music; and
 - (g) To establish, undertake, superintend, administer and contribute to any charitable or benevolent fund from which may be made donations or advances to deserving persons. Those persons so nominated may currently be, or previously have been, engaged in the music teaching profession, or be connected with any person engaged in the profession. The Company undertakes to contribute to or assist in some other way any charitable or benevolent institutions or undertakings.

LIABILITY

3. The liability of the members is limited. Every member of the Company undertakes to contribute such amount as may be required not exceeding \$10.00 to the assets

of the Company if the Company is wound up during the time he or she is a member or within one year afterwards for:

- (a) payment of the debts and liabilities of the Company contracted before the time the member ceased to be a member;
- (b) the costs, charges and expenses of winding up the Company; and
- (c) the adjustment of the rights of the members among themselves.

INCOME AND PROPERTY

4. The Company's income and property is to be applied solely towards the promotion of the Company's objects as set out in this Constitution. No part of the Company's income and property may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the members of the Company. However, this clause does not prevent:
- (a) the payment in good faith of remuneration to any employee of the Company or to any member or other person in return for any services actually rendered to the Company;
 - (b) the payment to a Director of out-of-pocket expenses incurred in carrying out the duties of a Director where the payments do not exceed an amount previously approved by the Board;
 - (c) the payment to a member of the Board for any service rendered to the Company in a professional or technical capacity where:
 - i. the provision of that service has the prior approval of the Board; and
 - ii. the amount payable is approved by a resolution of the Board and is on reasonable commercial terms;
 - (d) the payment to a Director as an employee of the Company where the terms of employment have been approved by a resolution of the Board;
 - (e) the payment to members of interest on any money borrowed from such members for the purpose of the Company at a rate not exceeding the lowest rate paid for the time being by the Company's principal bank in New South Wales in respect of term deposits of \$50,000.00 for six months;
 - (f) The payment to members of reasonable market rent for premises leased by any member to the Company. At least 14 days before the notice convening the meeting to approve a payment pursuant to this clause, the company must lodge the documents required by s 218 of the Corporations Act 2001.

WINDING UP

- 5.
- (a) If, on the Company's winding up or dissolution, there remains after satisfaction of all its liabilities any property, such property must not be distributed among the members but must be given to some other similar institution or institutions, provided such other institution or institutions:
 - i. have objects similar to the Company's objects; and

- ii. prohibit the distribution of income and property among its or their members to an extent at least as great as is imposed on the Company under Clause 5.
- (b) Such institution or institutions are to be determined by the members of the Company at or before the time of dissolution and, in default, by the Chief Judge in Equity of the Supreme Court of New South Wales or such other Judge of that Court or any other Court as may have or acquire jurisdiction in the matter.
- (c) If effect cannot be given to this provision, then such property must be given to some charitable object which prohibits the payment of any income or property to its members.
- (d) If, on the Company's winding up or dissolution or the revocation of the Company's endorsement under Subdivision 30-BA of the Income Tax Assessment Act 1997 or equivalent legislation as a Deductible Gift Recipient, there remains after satisfaction of all its debts and liabilities, any property or funds, the property or funds shall not be paid to or distributed among its members, but shall be given or transferred to some other fund, authority or institution having objects similar to the objects of this public fund, and whose rules shall prohibit the distribution of its or their income among its or their members, such fund, authority or institution to be eligible for tax deductibility of donations under section 30-100 of the Income Tax Assessment Act 1997 and listed on the Register of Cultural Organisations maintained under that Act.

DEFINITIONS

6. In this Constitution, the following words and expressions have the meanings indicated unless the context requires otherwise.

"Accredited member" means a member who holds qualifications or experience of a standard the Board recognises as sufficient to hold Accredited status and "Accredited membership" has a similar meaning.

"Auditor" means the Company's auditor.

"Board" means the Company's Board of Directors assembled at a meeting of Directors in accordance with this Constitution.

"Company" means The Music Teachers' Association of New South Wales Limited.

"Company Secretary" means any person appointed by the Board to perform the duties of a secretary¹ of the Company.

"Constitution" means the Constitution of the Company as amended from time to time.

"Friend member" means a person who is interested in the mission and objectives of the Company and who is not a current music teacher but may be a retired teacher or former member of the Company and "Friend membership" has a similar meaning.

"Honorary Life member" means a member who:

¹ Pursuant to the Corporations Act

- i. is a former member of the Company who has retired from music teaching; or
- ii. is a person distinguished in any field who has an interest in the furtherance of the objectives of the Company;
- iii. has, in the opinion of the Board, rendered meritorious service; or
- iv. is approved by a two-thirds majority of the members present in general meeting

"Honorary Life membership" means a member who has Honorary Life membership.

"Members" means the people shown as members on the Company's register of members.

"Notice" includes all written communications to members.

"Office" means the Company's registered office.

"Register" means the Company's register of members.

"Registered address" means the last known address of a member as noted in the Register.

"Student member" means a member who is a full-time music student enrolled in a recognised tertiary undergraduate diploma or degree course and who provides evidence of their student status and "Student membership" has a similar meaning.

INTERPRETATION

7.

- (a) Words importing the singular number include the plural and the converse applies.
- (b) Words importing persons include corporations, companies, associations and institutions.
- (c) A reference to the Corporations Law is a reference to the Corporations legislation as defined under section 9 of the *Corporations Act 2001* as modified or amended from time to time.
- (d) Unless the context otherwise requires, headings are for ease of reference only and do not affect the construction of this Constitution.

APPLICATION OF CORPORATIONS LAW

8. Unless the contrary intention appears in this Constitution:

- (a) an expression in this Constitution has the same meaning as in that part of the Corporations Law which deals with the same matter as this Constitution; and
- (b) an expression which is given a general meaning by the Corporations Law has the same meaning in this Constitution; and
- (c) the replaceable rules set out in the Corporations Law do not apply.

9. A member of the Company is a person who:

- (a) is a subscriber to the Constitution; or
 - (b) is elected as a member by the Board.
10. The Board may elect as a member of the Company any person who:
- (a) consents in writing to being a member; and
 - (b) signs a commitment to the Company's Objects.
11. The Board may:
- (a) admit any person to Honorary Life membership of the Company upon conditions agreed by the Board including a condition that the person pay a fee.

CATEGORIES OF MEMBERSHIP

12. The categories of membership are:
- (a) Accredited. An Accredited member is entitled to attend and vote at any meeting of the Company.
 - (b) Member. A member is entitled to attend and vote at any meeting of the Company.
 - (c) Student. A Student member is entitled to attend and vote at any meeting of the Company.
 - (d) Honorary Life. An Honorary Life member is entitled to attend and vote at any meeting of the Company.
 - (e) Friend. A Friend member is an individual who is interested in the mission and objectives of the Company and who is not a current music teacher but may be a retired teacher or former member of the Company. A Friend is entitled to attend any meeting of the Company but is not entitled to vote.
13. Additional categories of members may be created from time to time by the Board.

APPLICATION FOR MEMBERSHIP

14. Any natural person who is not less than 18 years of age at the date of application may apply for membership of the Company.
15. An application for membership must be:
- (a) in writing in a form approved by the Board; and
 - (b) accompanied by the annual subscription, the amount of which is to be determined by the Board.

ANNUAL SUBSCRIPTION

16. All annual subscriptions are due and payable in advance on 1 March in each year.
17. If a person applies for membership during the months of September to February inclusive, the Board may reduce the annual subscription payable by the applicant in such manner as it thinks fit.

ADMISSION TO MEMBERSHIP

18. As soon as practicable after the Company receives an application for membership which satisfies the requirements of this Constitution:
- (a) the Company must notify the applicant of admission in writing and provide a receipt for the annual subscription; and
 - (b) the name and details of the applicant must be entered in the Register.

CESSATION OF MEMBERSHIP

19. If:
- (a) the annual subscription of a member remains unpaid for two months after it becomes payable; and
 - (b) a notice of default is given to the member pursuant to a resolution of the Board;

the member ceases to be entitled to any of the rights or privileges of membership but these may be reinstated on payment of all arrears if the Board thinks fit.

20. Any member may by notice to the Company Secretary resign as a member with immediate effect or with effect from a particular date subsequent to, but not being later than six months from, the date of that notice.
21. The Board may by resolution of at least three-quarters of its members expel a member of the Company from the Company if the member:
- (a) wilfully refuses or neglects to comply with the provisions of this Constitution; or
 - (b) in the Board's opinion ceases:
 - i. to have an active interest in the Company;
 - ii. to be committed to the Company's Objects; or
 - iii. to meet the qualifications for membership.
22. Before resolving to expel a member, the Board must give the member:
- (a) at least one week's notice of the Board meeting at which the resolution for expulsion is to be put and of the intended resolution for expulsion; and
 - (b) an opportunity of attending the meeting and of giving at it orally or in writing any explanation or defence which the member may desire to offer.

GENERAL MEETINGS

- 23.
- (a) The Board may, at any time, convene a general meeting.
 - (b) The Board must convene in every calendar year a general meeting, to be called the annual general meeting, which is to be held at such time as may be determined by the Board.

- (c) A member may requisition, convene, or join in requisitioning or convening a general meeting in accordance with the Corporations Law.
- (d) A meeting may be held in person or by using any technology (such as video or teleconferencing) that is agreed to by a majority of the Directors.

NOTICE OF GENERAL MEETINGS

24.

- (a) At least 21 days' notice must be given to members of all general meetings.
- (b) A notice convening a general meeting must:
 - i. set out the place, date and time for the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this); and
 - ii. state the general nature of any special business to be transacted at the meeting.
- (c) For the purposes of the preceding paragraph, special business means any business to be transacted at a meeting other than an annual general meeting and any business to be transacted at an annual general meeting other than the matters listed in paragraphs a. to c. inclusive of the next clause.
- (d) The Board may postpone or cancel any general meeting whenever it thinks fit, other than a meeting convened under paragraph (c) of clause 24.
- (e) The Board must give notice of the postponement or cancellation to all members.
- (f) The failure or accidental omission to send a notice of a general meeting or the adjournment or postponement or cancellation of a general meeting to any member or the non-receipt of a notice by any member does not invalidate the proceedings at or any resolution passed at the general meeting.

ANNUAL GENERAL MEETINGS

25. The business of an annual general meeting is to:

- (a) receive and consider the accounts and reports of the Board and the Auditor required by the Corporations Law;
- (b) elect the Directors to be elected pursuant to this Constitution;
- (c) when relevant, appoint and fix the remuneration of the Auditor; and
- (d) transact any other business which under this Constitution may be transacted at a general meeting.
- (e) deal with resolutions, including any relating to amendments of the constitution.

QUORUM AT GENERAL MEETINGS

26.

- (a) No business may be transacted at a general meeting unless a quorum of members is present, in person or by proxy or representative, when the meeting proceeds to business.
- (a) A quorum of members is not fewer than 10 members entitled to vote.
- (b) If a quorum is not present within 30 minutes after the time appointed for a meeting:
 - i. if the meeting was convened on the requisition of members, it is automatically dissolved; or
 - ii. in any other case:
 - (1) it stands adjourned to the same time and place 7 days after the meeting, or to another day, time and place determined by the Board; and
 - (2) if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, a quorum is 2 members.

CHAIR OF GENERAL MEETINGS

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

ADJOURNMENT OF GENERAL MEETINGS

28.

- (a) The Chair of a meeting at which a quorum is present
 - i. in their discretion may adjourn a meeting with the meeting's consent; and
 - ii. must adjourn a meeting if the meeting directs them to do so.
- (b) An adjourned meeting may take place at a different venue to the initial meeting.
- (c) The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting.
- (d) A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.
- (e) Notice of an adjourned meeting must only be given if a general meeting has been adjourned for one month or more. If notice is required, it must be at least 21 days' notice.
- (f) No poll may be demanded on the question of adjournment of a meeting except by the Chair.

RESOLUTIONS AND POLLS AT GENERAL MEETINGS

29.

- (a) Subject to the Corporations Law in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- (b) A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded by:
 - i. the Chair; or
 - ii. any five members who have the right to vote at the meeting and who are present in person or by proxy or representative; or
 - iii. members with at least 5% of the votes that may be cast on the resolution.
- (c) A poll may be demanded:
 - i. before a vote on a show of hands takes place;
 - ii. after a vote on a show of hands takes place but before the declaration of the result of the show of hands; or
 - iii. immediately after the declaration of the result of a show of hands.
- (d) Unless a poll is demanded:
 - i. a declaration by the Chair that a resolution has been carried or lost; and
 - ii. an entry to that effect in the minutes of the meetingare conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- (e) The demand for a poll may be withdrawn.
- (f) A poll must be taken at the time and in the manner that the Chair directs.
- (g) The result of the poll is the resolution of the meeting at which the poll is demanded.
- (h) A poll demanded on the election of the Chair or the adjournment of a meeting must be taken immediately.
- (i) After a poll has been demanded at a meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.

30.

- (a) A decision of a general meeting may not be invalidated on the ground that a person voting at the meeting was not entitled to do so.
- (b) A challenge to a right to vote at a general meeting may only be made at the meeting.

- (c) The Chair must determine such challenge and such determination, if made in good faith, is final.

CHAIR'S CASTING VOTE AT GENERAL MEETINGS

31. The Chair has a casting vote on a show of hands and on a poll in addition to the Chair's votes as a member, proxy or representative.

RIGHT TO VOTE AT GENERAL MEETINGS

32. Every membership category except Friend has the entitlement of one vote per member at a general meeting.

PROXY

33. Any member may by notice to the Company Secretary appoint another member as their proxy to attend and vote at general meetings instead of them and any proxy has the same right as the member to speak at the meeting.
34. The notice must be in a form approved by the Board.
35. The notice must be signed:
- (a) by the appointor or by their attorney; or
 - (b) if the appointor is an organisation, either under seal or by an officer or attorney of the organisation.
36. The notice may specify the manner in which the proxy is to vote in respect of a particular resolution. Where it does so, the proxy must not vote in any other way. A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.
- 37.
- (a) The notice and, if the notice is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of the authority must be received by the Company at least 48 hours before the meeting.
 - (b) If a Company meeting has been adjourned, a notice and any authority received by the company at least 48 hours before the resumption of the meeting are effective for the resumed part of the meeting.
38. A vote cast in accordance with the notice appointing a proxy is valid even if before the vote was cast the appointor:
- (a) died;
 - (b) became of unsound mind; or
 - (c) revoked the proxy or power,
- unless notice of the death, unsoundness of mind, or revocation was received before the relevant meeting or adjourned meeting at the office, or at such other place within Australia nominated by the Company in the notice convening the meeting.

MANAGEMENT OF THE COMPANY

39. The Company's business is managed by or under the direction of the Board which may exercise all the Company's powers which are not required by this Constitution or any law to be exercised by the Company in general meeting.
40. The Board may make any rules not inconsistent with this Constitution but such rules may be altered or revoked by the Company in general meeting.

COMPOSITION OF THE BOARD

41. The Board must consist of not more than twelve Directors nor less than six Directors, of which at least 50% need to be member Directors. Of the Directorship, at least 2 must ordinarily reside in Australia.
42. From February 2022, the Board must also consist of at least two independent non-executive Directors to be co-opted externally to the Company to be appointed by the Board.
43. The ACNC need to be notified within 28 days of a Director being appointed.
44. At each annual general meeting, the members must elect a person as Director to hold office subject to this Constitution until the close of the third annual general meeting following the meeting at which the person is elected when he or she must retire from office but is eligible for re-election. For Directors appointed after 1 January 2022, the maximum term of Directorship must not exceed 9 years.
45. A person is not eligible for election as a Director at any general meeting unless:
 - (a) two members of the Company have at least ten days before the general meeting left at the Office a notice (endorsed with the person's consent) nominating the person for appointment as a Director;
 - (b) the person is an Accredited member; and
 - (c) the person has signed a commitment to the Company's Objects and satisfies the Company's qualifications for Accredited membership.
46. If the nominations received do not exceed the number required, those nominated will be declared by the Chair to have been elected.
47. If the number of nominations exceeds the number of vacancies to be filled, the Company Secretary must post a list of the nominations at the Office at least seven days prior to the general meeting with the notification that at the general meeting or such other time as the Board may appoint, the election will be determined by ballot.
48. No vote is valid unless it is cast for the exact number of Directors required.
49. If nominations are not received in accordance with clause 46, the general meeting may proceed with the election by ballot.

CASUAL VACANCIES ON THE BOARD

50. Any casual vacancy among the Directors elected by the members must be filled by the Directors appointing a person from among the Accredited members or an independent non-executive Director approved by the Board. A Director appointed in this way holds office until the close of the next annual general meeting when that Director must retire from office but is eligible for re-election.

51. The Board may act even if there are vacancies on the Board.
52. If at any time the number of Directors in office is fewer than six, the Board may meet and act only:
 - (a) to appoint a Director; or
 - (b) to elect a person as a member of the Company; or
 - (c) to convene a general meeting.

DEFECT IN APPOINTMENT

53. If it is discovered that:
 - (a) there was a defect in the appointment of a person as a Director or member of a Board committee; or
 - (b) a person appointed to one of those positions was disqualified;all acts of the Board or the Board committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

REMUNERATION OF DIRECTORS

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

OFFICE BEARERS

55. At the first Board meeting after each annual general meeting, the Directors must elect a Director as Chair, a Director as Deputy Chair and a Director as Company Secretary to hold office until the close of the next annual general meeting. If the Chair, Deputy Chair or Company Secretary ceases to be a Director, that person must immediately vacate the office of Chair, Deputy Chair, or Company Secretary as the case may be.
56. A former office bearer is eligible for re-election to that office or election to another office provided that no person may hold the position of Chair or Deputy Chair for more than three years in succession. No person may occupy more than one of the offices of Chair, Deputy Chair or Company Secretary at the same time.
57. Any casual vacancy occurring in the office of Chair, Deputy Chair or Company Secretary must be filled by the Directors. The newly elected person holds office for the remainder of the term of office of the former Chair, Deputy Chair or Company Secretary but is eligible for re-election.

VACATION OF OFFICE OF DIRECTOR

58. The office of a Director is vacated if that Director:
 - (a) dies;
 - (b) resigns by notice to the Company;
 - (c) becomes bankrupt or makes any general arrangement or composition with their creditors;

- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (e) is absent from three consecutive meetings of the Board without leave of the Board;
- (f) ceases to be a member of the Company; or
- (g) is found guilty of any offence punishable under the criminal or company law of any country or the law of any country relating to charities or trusts; or
- (h) is voted out by resolution pursuant to section 203D of the *Corporations Act*; or
- (i) otherwise ceases to be, or becomes prohibited from being, a Director by virtue of the Corporations Law.

SECRECY OBLIGATIONS

59. Every Director and other agent or officer of the Company must keep secret all aspects of all transactions of the Company, except:
- (a) to the extent necessary to enable the person to perform their duties to the Company;
 - (b) as required by law;
 - (c) when requested to disclose information by the Board to the Auditor or a general meeting of the Company;
 - (d) as otherwise permitted by the Board.

PROCEEDINGS OF THE BOARD

60. The Board may meet together for the dispatch of business, adjourn or otherwise regulate its meetings and proceedings as it thinks fit.
- 61.
- (a) A Board meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
 - (b) The Directors need not all be physically present in the same place for a Board meeting to be held.
 - (c) A Director who participates in a meeting held in accordance with this clause is deemed to be present and entitled to vote at the meeting.

BOARD QUORUM

62. The quorum necessary for the transaction of the business of the Board is five Directors.

CHAIR OF BOARD MEETINGS

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

VOTING AT BOARD MEETINGS

64. Questions arising at a Board meeting are decided by a majority of the votes of the Directors present and voting. In case of an equality of votes, the Chair of the meeting has a casting vote in addition to their deliberative vote.

CONVENING OF SPECIAL BOARD MEETINGS

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

BOARD RESOLUTIONS WITHOUT A MEETING

- 66.
- (a) If all the Directors who are eligible to vote on a resolution have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms is deemed to have been passed at a Board meeting held on the day on which the document was last signed by a Director.
 - (b) For the purposes of paragraph (a), two or more identical documents, each of which is signed by one or more Directors, together constitute one document signed by those Directors on the days on which they signed the separate documents.
 - (c) Any document referred to in this clause may be in the form of electronic mail, text, or other digital media.
 - (d) The minutes of Board meetings must record that a meeting was held in accordance with this clause.
 - (e) This clause applies to meetings of Board committees as if all members of the committee were Directors.

MATERIAL PERSONAL INTEREST

- 67.
- (a) Unless permitted by the Corporations Law, a Director who has a material personal interest in a matter that is to be considered at a Board meeting:
 - i. must not vote on the matter or be present while the matter is being considered at the meeting; and
 - ii. must not be counted in a quorum in relation to that matter
 - (b) Paragraph (a) does not apply to an interest that the Director has as a member in common with the other members.
 - (c) The quorum for consideration at a Board meeting of a matter in which one or more Directors have a material personal interest is four Directors who are entitled to vote on any motion that may be moved at the meeting in relation to that matter.
 - (d) Each Director must disclose to the Company any material contract in which the Director is interested, and must provide the Company with the names

of the parties to the contract, particulars of the contract, and the Director's interest in the contract.

- (e) A Director's failure to make disclosure under this clause does not render void or voidable a contract in which the Director has an interest.

MINUTES

68.

- (a) The Board must cause minutes to be made of:
- i. the names of the Directors present at all general meetings, Board meetings and meetings of Board committees;
 - ii. all proceedings of general meetings, Board meetings and meetings of Board committees;
 - iii. all appointments of officers;
 - iv. all orders made by the Board and Board committees; and
 - v. all disclosures of interests made pursuant to the previous clause.
- (b) Minutes must be signed by the Chair of the meeting or by the Chair of the next meeting of the relevant body and if so signed are as between the members conclusive evidence of the matters stated in such minutes.

COMMITTEES

69. The Board may delegate any of its powers to committees consisting of such persons as it thinks fit and may revoke such delegation. Any committee so formed must conform to any rules imposed upon it by the Board. The meetings and proceedings of any such committee consisting of two or more members are governed by the clauses of this Constitution for regulating the meetings and proceedings of Board so far as the same are applicable and are not superseded by any rule made by the Board under this clause.

FINANCIAL AND RELATED RECORDS

70. The Board must cause the Company to keep written financial records in accordance with the Corporations Law that:
- (a) correctly record and explain its transactions and financial position and performance, and
 - (b) enable true and fair financial statements to be prepared and to be audited.
71. The Company must also keep written records that correctly record its operations.
72. The Company must retain its records for at least 7 years.
73. The Directors must take reasonable steps to ensure that the company's records are kept safe.
74. The Board must cause the accounts of the Company to be:
- (a) audited; and

- (b) laid before the annual general meeting of the Company in accordance with the Corporations Law.
75. A copy of the accounts must be sent to all persons entitled to be sent notices of general meetings together with the notice of the annual general meeting, as required by the Corporations Law.
 76. The accounts when audited and approved by a general meeting are conclusive except as regards any material error discovered in them within 6 months next after their approval. Whenever any material error is discovered within that period, the accounts must immediately be corrected and then they are conclusive.
 77. The financial year of the Company is for the period commencing on 1 January in each year and ending on 31 December in the same year.

NOTICES

78. Notices must be in writing.
79. A notice may be served by the Company on a member by any of the following methods:
 - (a) by serving it personally on the member;
 - (b) by leaving it at the registered address;
 - (c) by sending it by post in a prepaid letter, envelope or wrapper addressed to the member at the registered address;
 - (d) by sending it by facsimile transmission to a facsimile number nominated by the member for the purpose of serving notices on the member; or
 - (e) by sending it by electronic mail to an electronic mail address nominated by the member for the purpose of serving notices on the member.
80. Each member whose registered address is not in Australia may notify the Company of an address in Australia which is deemed to be that member's registered address for the purpose of serving notice.
81. Any notice sent by post, air-mail or air courier is deemed to have been served on the day following that on which the letter, envelope or wrapper containing the notice is posted or delivered to the air courier. In proving service, it is sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post office or other public postal receptacle or delivered to the air courier. A certificate in writing signed by any officer of the Company that the letter, envelope or wrapper containing the notice was so addressed and posted is conclusive.
82. Any notice sent by facsimile transmission or electronic mail is deemed to have been served on receipt by the Company of a transmission report by the machine from which the facsimile or electronic transmission was sent which indicates that the facsimile or electronic mail was sent in its entirety to the facsimile number or electronic mail address of the addressee.
83. Any notice sent by post to or left at the registered address is deemed to have been properly served even if the member is then dead or bankrupt and whether or not the Company has notice of the death or bankruptcy.

84. The signature to any notice given by the Company may be written or printed or a facsimile of the signature may be affixed by mechanical or other means.
85. Where a period of notice is required to be given, the day on which the notice is served and the day of doing the act or other thing is not included in the number of days or other period.

INDEMNITY

86. To the extent permitted by law, the Company indemnifies every officer of the Company against any liability incurred by that person:
- (a) in their capacity as officer of the Company; and
 - (b) to a person other than the Company or a related body corporate of the Company unless the liability arises out of conduct on the part of the officer which involves a lack of good faith.
87. The Company indemnifies every officer of the Company against any liability for costs and expenses incurred by the person in their capacity as officer of the Company:
- (a) in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
 - (b) in connection with an application, in relation to such proceedings, in which the Court grants relief to the person under the Corporations Law.
88. The Company may pay a premium in respect of a contract insuring a person who is or has been an officer of the Company against a liability incurred by the person as an officer of the Company except in circumstances prohibited by the Corporations Law.

BENEVOLENT FUND

89. The Board may establish and maintain a benevolent fund called the Benevolent Fund of The Music Teachers' Association of New South Wales ("*the Benevolent Fund*"). All assets and obligations of the former fund called the Benevolent Fund of the Musical Association of New South Wales shall become part of the Benevolent Fund. The former fund ceased to exist on 27 August, 1936.
90. The Benevolent Fund has the objects and purposes set out in clause 2 of the Constitution and all powers incidental to or conducive to the attainment of the objects set out in clause 2.
91. The Benevolent Fund must be managed by a Committee of Management consisting of the Chair and Deputy Chair and such other person as the Board may invite to serve on the Committee of Management, whether or not those persons are members of the Company.
92. The Committee of Management may raise money for the Benevolent Fund by calling for donations, promoting concerts and musical or social gatherings and by such other means as it thinks fit provided that no levy or compulsory subscription shall be imposed without the approval of a two-thirds majority of the members present in general meeting.
93. All money received for the Benevolent Fund must be deposited into a bank account called "Music Teachers' Association of NSW Ltd Benevolent Fund". No other money is authorised by clause 2(g). The bank account may be drawn upon

or otherwise operated only by a signatory appointed by the Committee of Management.

94. The proceedings of the Committee of Management will be regulated by by-laws of the Board.
95. If the Company is wound up or dissolved, the Benevolent Fund must be wound up and all its assets standing to its credit after its liabilities have been met must be distributed in accordance with clause 5.

DEDUCTIBLE GIFT RECIPIENT FUND

96. The Music Teachers' Association Ltd will establish and maintain a public fund, to be known as the "Music Teachers' Association of NSW Ltd Donations Fund" to which the public will be invited to contribute.
97. Any money received because of gifts of money or property for the MTA's purpose of promoting and supporting the Objects of the Company such as but not limited to providing performance opportunities for students and such other opportunities that may exist in this category (including interest accrued thereon) is to be credited to the public fund registered on the Register of Cultural Organisations. This excludes Clause 2 [g] that refers to the Company's Benevolent Fund. These monies will be kept separate from other funds of the Company and will only be used to further the stated purpose of the Company's public fund. Investment of monies in this fund will be made in accordance with guidelines for public funds as specified by the Australian Taxation Office.
98. The fund will be administered by a management committee or a subcommittee of the management committee, the majority of whom, because of their tenure of some public office or their professional standing, have an underlying community responsibility, as distinct from obligations solely in regard to the cultural objectives of the Company.
99. The Department responsible for the administration of the Register of Cultural Organisations will be notified of any proposed amendments or alterations to provisions for the public fund, to assess the effect of any amendments on the public fund's continuing Deductible Gift Recipient status. The Company undertakes to comply with any rules that the Treasury Minister and the Arts Minister make to ensure that gifts made to the fund are used only for its principal purpose.
100. Receipts for gifts to the public fund must state:
 - i. the name of the public fund and that the receipt is for a gift made to the public fund;
 - ii. the Australian Business Number of the Music Teachers' Association of NSW Ltd;
 - iii. the fact that the receipt is for a gift; and
 - iv. any other relevant matter required to be included on the receipt pursuant to the requirements of the *Income Tax Assessment Act 1997*.
101. Statistical information will be supplied to the Department responsible for the administration of the Register of Cultural Organisations at six [6] monthly intervals about gifts made to the public fund within the previous six [6] months.

102. The public fund will operate on a not-for-profit basis. This means that money must not be distributed to members of the managing committee or trustees of the fund except as reimbursement for out-of-pocket expenses incurred on behalf of the fund or proper remuneration for administrative services. This requirement is separate to the requirement that the Music Teachers' Association as a whole operates on a not-for-profit basis.