

**THE INTEGRAL YOGA ASSOCIATION  
OF  
WESTERN AUSTRALIA  
(INCORPORATED)**

**ABN 71 807 354 80**

**CONSTITUTION**

**2018**

## **PREAMBLE**

O Life! With the ticking of the clock, the rising and setting of the sun, the changing of the calendar, you are unbearably exacting in your demands.

Yet those who have eyes can see that life is not to appease but to rediscover the self which is beyond sorrow. Life is for self-realisation, the antithesis of selfishness and self-aggrandisement.

The same force that throbs in all hearts reveals the fountain source of peace and happiness within ourselves. To find that which is supreme bliss, is life's great purpose.

Serve, love, meditate, realise are the steps. Cosmic love is the key. This is the truth. This will make you free here and now.

To this end and in acknowledgment of the distinguished lineage of Swamis Sivananda and Venkatesananda, we humbly offer this Constitution to provide guidance in the aspirations of all seekers and to serve and regulate our affairs for the upliftment of all.

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## 1.0 NAME

The name of the Association shall be THE INTEGRAL YOGA ASSOCIATION OF WESTERN AUSTRALIA (INCORPORATED) (“the Association”).

## 2.0 INTERPRETATION

- 2.1 A word or expression in the singular includes the plural, the plural includes the singular, and person includes an incorporated body.
- 2.2 Headings are for convenience only and do not affect the interpretation of this Constitution.
- 2.3 A reference to one gender includes all genders.
- 2.4 A reference to a Member means a person who is a Member of the Association under this Constitution.
- 2.5 A reference to Members includes Honorary Members and Life Members.
- 2.6 A reference to legislation, a regulation or standard includes:
- (a) Any subordinate legislation made under legislation; and
  - (b) Any modification or replacement of the legislation, regulation, or standard or of any subordinate legislation made under legislation.
- 2.7 A reference to a General Meeting means a meeting of the Members of the Association convened according to the rules set out in this Constitution.
- 2.8 A reference to this Constitution or a provision of this Constitution includes any modification or replacement of it.

## 3.0 DEFINITIONS

**Act:** the Associations Incorporation Act 2015 (WA).

**Association:** the Association referred to in clause 1.

**Board Member:** a person who serves on the Board of governance (Management Board) of the Association.

**Commissioner:** means the Commissioner for Consumer Protection exercising powers under the Act.

**Integral Yoga:** \*(as promoted by Swami Sivananda) is to “Serve, Love, Meditate, and Realise”.

**Register of Members:** a register of current Members of the Association.

**Service rendered by a Board Member:** Board Members serve the Association as volunteers unless otherwise determined through a Board resolution to provide a specialised professional service to the Association.

**Yoga:** is a system of spiritual practices including but not limited to Hatha Yoga, Karma Yoga, Bhakti Yoga, and Jnana Yoga.

\*Swami Venkatesananda, 1983, **Yoga**, Page xv, published by Chiltern Yoga Trust

## **4.0 OBJECTS OF THE ASSOCIATION**

The Integral Yoga Association of WA will:

- (a) Provide a spiritual environment with deep respect for Swami Venkatesananda's legacy and for each other;
- (b) Promote the knowledge understanding and practice of Yoga;
- (c) Offer teachings in Integral Yoga;
- (d) Provide accommodation to visiting Swamis and Yoga Teachers/Masters;
- (e) Maintain, manage, and operate the premises currently known as the Sivananda Ashram and Beacon Yoga Centre at 151 South St, Beaconsfield, Western Australia;
- (f) Raise funds, maintain, and manage all assets acquired by and or used by the Association for the purposes outlined;
- (g) Maintain a library and promote the teachings of Swami Venkatesananda and Swami Sivananda;
- (h) To promote and carry out charitable work for the benefit of disadvantaged individuals, groups of people and organisations; and
- (i) To make donations of any kind to needy charitable purposes.

## **5.0 POWERS**

**5.1** The Association shall have the following powers:

- (a) To establish services and to register business names and conduct business necessary for or conducive to the attainment of the objects of the Association;
- (b) To enter into any contract considered necessary for or conducive to the attainment of the objects of the Association;
- (c) To purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal property including any rights, benefits and or privileges;
- (d) To erect buildings and to renovate, repair, reconstruct, alter, improve add to and demolish any buildings, or structures owned by the Association;
- (e) To sell, exchange, lease, let, mortgage, pledge, hire, dispose of, turn to account or otherwise deal with all or any part of the real and personal property of the Association;
- (f) To make application for or request funds from any level of Government, Corporations, Trusts, Individuals and other funding organisations;
- (g) To conduct appeals for funds and to accept donations whether of real or personal estate and devises and bequests;
- (h) To raise or borrow money and secure the repayment thereof in such a manner as the Association thinks fit. The Association shall have the power to issue debentures, grant mortgages, charges or securities upon or charging all or any of the property real or personal both present and future of the Association. The Association can redeem or pay off either or wholly or in part any existing or future security;

- (i) To invest or otherwise deal with monies of the Association which are not immediately required for the purposes of the Association in such a manner as may from time to time be determined;
- (j) To accept any gift of property, whether subject to any special trust or not;
- (k) To decline or otherwise refuse to accept any gift (by will or otherwise), payment, donation, settlement or other disposition of money or property;
- (l) To hold and administer property on trust;
- (m) To appoint, employ and in the Association's discretion pay officers, agents and servants and to dismiss or suspend the same;
- (n) To appoint patrons of the Association;
- (o) To co-ordinate or promote, directly or indirectly educational programs, musical programs, seminars, retreats, yoga programs, meetings, entertainment programs and other programs that directly or indirectly promote the objects of the Association;
- (p) To affiliate with or grant affiliation to or collaborate with any Association or body (not being an Association or body formed for the purpose of securing pecuniary profit to its Members from its transactions) the objects of which are in accord with those of the Association;
- (q) To make rules and regulations subject to this Constitution for the management of the affairs of the Association;
- (r) To provide scholarships, material assistance and mentorship in cash or in kind to ease financial hardship;
- (s) To print, publish or produce newspapers, newsletters, periodicals, magazines, books, leaflets, websites, eBooks, emails, CDs, DVDs, films or otherwise publish any material in hard copy or by electronic means; and
- (t) To perform and carry out all such tasks and acts as may be incidental to or conducive to the attainment of the objects of the Association.

## **6.0 BOARD**

- 6.1** The affairs of the Association will be managed by a Board of governance known as the Board.
- 6.2** The Board shall have no less than seven Members and no more than eleven Members, including the following four Office Bearers:
  - (a) Chairperson;
  - (b) Deputy Chairperson;
  - (c) Secretary; and
  - (d) Treasurer.
- 6.3** The Board has responsibility for overseeing the financial, administrative, operational and management functions of the Association, and for setting strategic directions for the Association.

- 6.5 The Board may co-opt any persons with special knowledge to the Board, who shall be ex-officio, and such persons shall have no voting rights unless the Board determines otherwise.
- 6.6 Nominations of candidates for election as Members of the Board:
- (a) must be in writing, signed by at least one Member and accompanied by the written consent of the candidate (which may be endorsed on the nomination form); and
  - (b) must be received by the Secretary of the Association no less than seven days before the date fixed for the Annual General Meeting at which the election is to take place.
- 6.7 If insufficient nominations are received to fill all vacancies on the Board, the candidates nominated are taken to be elected and further nominations may be received at the Annual General Meeting.
- 6.8 If there are still insufficient nominations at the Annual General Meeting, any vacant positions remaining on the Board are taken to be vacancies.
- 6.9 If the number of nominations received is equal to the number of vacancies to be filled, the people nominated are taken to be elected.
- 6.10 If the number of nominations received exceeds the number of vacancies to be filled, a ballot must be held.
- 6.11 The ballot for the election of Board Members must be conducted at the Annual General Meeting in a manner that the Board may direct.
- 6.12 Members of the sitting Board at the time this Constitution takes effect will become the Initial Board.
- 6.13 Board Members will be elected for two years, except for half of the Initial Board as per clause 6.14.
- 6.14 The term of the Initial Board:
- (a) Half of the office bearers and half of the non-office bearers of the Initial Board will retire after one year; and
  - (b) The retiring Board Members will be those who choose to retire plus those chosen by a ballot of the Board no later than 30 days before the next Annual General Meeting.
- 6.15 Retiring Board Members may stand for re-election.
- 6.16 Board Rotation:
- (a) Approximately half of the Office Bearers and half of the Board Members who are not office bearers must retire at any one Annual General Meeting, subject to clause 6.16(b).
  - (b) The Board can resolve to defer the expiration of one or more Board Members' term for up to one year, but not in consecutive years for the same Board Member.
- 6.17 Office Bearers will be elected by the new Board as soon as possible after the Annual General Meeting or as needed.
- 6.18 Resignation of Board Members shall be required in writing.

- 6.19 If a Board position becomes vacant at any time, the Board may appoint a person to fill such position until the next Annual General Meeting, when the position will be declared vacant.

## **7.0 REMOVAL OF BOARD MEMBERS**

### **7.1 Vacancy of office on Board**

The position of a Board Member becomes vacant if the person:

- (a) becomes insolvent under administration within the meaning of the *Corporations Act*;
- (b) becomes of unsound mind, or a person whose person or estate is liable to be dealt with under the law relating to mental health;
- (c) is found guilty of or convicted of an indictable offence punishable by imprisonment, whether or not a term of imprisonment is imposed;
- (d) resigns as a Board Member by written notice to the Board;
- (e) fails to attend three consecutive meetings of the Board without approval of the remaining Members of the Board (whether given before or after that absence) and is removed from office by resolution of the Board; or
- (f) causes or contributes by act or neglect upon a situation or event which in the unanimous opinion of the remaining Board Members is likely to disadvantage the Association or bring the Association into disrepute.

## **8.0 USE OF INFORMATION OR POSITION**

8.1 A Board Member must not while as a Member of the Board, or after ceasing to be a Board Member, knowingly or recklessly make improper use of information acquired by virtue of their position in the Association, so as to

- (a) gain, directly or indirectly, any pecuniary benefit or material advantage for themselves or any other person or entity; or
- (b) cause detriment to the Association.

8.2 The same limitation on the use of information as in clause 8.1 applies to any person in the employment of or directly associated with the Association.

8.3 Board Members shall be bound by a code of confidentiality and not cause any Association business to be known outside of the Board until the Board as a collective releases it into the public domain.

## **9.0 DISCLOSURE OF INTERESTS**

9.1 A Board Member who has a direct or indirect interest in a topic or motion before the Board, or a contract or proposed contract with the Association, must as soon as they become aware of their interest:

- (a) disclose the nature and extent of their interest to the Board at the meeting where the topic is before the Board; and
- (b) where a contract in which a Board Member has a material, personal interest is before the Board they must not be present at discussions nor participate in voting on the topic; and disclose the nature and extent of the interest at the next general meeting.



- 9.2** the details of the disclosure must be recorded in the minutes of the meeting at which the disclosure was made.
- 9.3** Clause 9.1 does not apply in respect of an interest that exists only by virtue of the fact that the Board Member:
- (a) is a Member of a class of persons for whose benefit the Association is established; or
  - (b) has an interest in common with all or a substantial proportion of the Members of the Association.

**9.4** A Board Member may not act as auditor of the Association.

## **10.0 IMPLIED VALIDITY**

Despite any other provision in this Constitution, all decisions and actions at a meeting of the Board, and all actions taken by the Board or a person acting as a Board Member, are as valid as if every person acting as a Board Member had:

- (a) been duly appointed;
- (b) duly continued in office; and
- (c) at all material times been fully entitled to do all things which he or she did or purported to do as a Board Member,

even though it is later discovered that there was a defect in the person's appointment or continuance in office, or that the person had vacated office or was not entitled to do a particular thing.

## **11.0 GRIEVANCE PROCEDURE**

- 11.1** The Association encourages the resolution of grievances between Members or between a Member or Employee and the Association to be made at the lowest possible level.
- 11.2** Any ongoing dispute between Members or between a Member or Employee and the Association must, unless the parties otherwise agree, be dealt with by the procedure in this Constitution.
- 11.3** Any party to a dispute between Members and/or an Employee may refer the dispute to the Board for determination or mediation. The grievance must be in writing detailing specifics of the allegation such that the grievance can be investigated.
- 11.4** If there is a dispute between the Association and a Member or Employee, either party may require the dispute to be referred to mediation.
- 11.5** The mediator must be:
- (a) a person chosen by agreement between the parties to the dispute; or
  - (b) in the absence of agreement within 14 days of a party requiring mediation:
    - (i) in the case of a dispute between Members, a person appointed by the Board; or
    - (ii) in the case of a dispute between a Member and the Association, a person who is a mediator appointed or employed by the Western Australian Dispute Resolution Association or a similar authority.

- 11.6** The Board may, subject to clause 11.5, act as a mediator or may appoint a third party as a mediator.
- 11.7** A Member can be a mediator.
- 11.8** The mediator cannot be a party to the dispute nor have a stake in the outcome.
- 11.9** Any party to a dispute may appoint any person to act on behalf of that party in the process of determination by the Board or mediator.
- 11.10** The Board (in determining the dispute if requested under clause 11.5(b)) or a mediator (in conducting the mediation), must:
- (a) provide the person against whom the allegations are made with a copy of the allegations and provide them with a right of response;
  - (b) allow due consideration by all parties of any written statement submitted by a party; and where necessary investigate the matter to make findings as to whether all or some of the grievance is substantiated;
  - (c) ensure that natural justice is accorded to the parties to the dispute throughout the process;
  - (d) maintain appropriate records throughout the resolution process;
  - (e) take reasonable steps to ensure the confidentiality of the process;
  - (f) inform all parties in writing of the outcomes of any investigative process.
- 11.11** If some or all of the allegations are substantiated the Board or mediator may:
- (a) Counsel the Member or the Employee involved on their behaviour and the findings of the investigation;
  - (b) In the case of a Member/Board Member, take disciplinary action in accordance with this Constitution;
  - (c) In the case of an Employee take disciplinary action in accordance with relevant employment legislation which could lead to the termination of employment.
- 11.12** If the mediation process does not result in the dispute being resolved within a reasonable time as decided by the mediator, or within two months after the mediation process started, any party to the dispute may seek to resolve the dispute at law.

## **12.0 BOARD MEETINGS**

- 12.1** The Board will meet regularly as they deem necessary but no less than four times per year.
- 12.2** The Board may adjourn and otherwise regulate their meetings as they think fit.
- 12.3** Any Board Member may with the documented agreement of two other Board Members convene a meeting of the Board with seven days notice to other Board Members.

- 12.4** The Board must ensure that minutes are taken and kept of each Board meeting. The minutes must record the following:
- (a) the names of the Board Members present at the meeting;
  - (b) the name of any person attending the meeting;
  - (c) the business considered at the meeting;
  - (d) any motion on which a vote is taken at the meeting and the result of the vote.
- 12.5** The minutes of a Board meeting must be compiled within 30 days after the meeting is held and made available to all Board Members for review.
- 12.6** The minutes will be duly accepted or rejected as correct at the next meeting of the Board and when the minutes of a Board meeting have been accepted as correct they are, until the contrary is proved, evidence that:
- (a) the meeting to which the minutes relate was duly convened and held; and
  - (b) the matters recorded as having taken place at the meeting took place as recorded.

### **13.0 DECISIONS OF THE BOARD**

- 13.1** A meeting of Board Members at which a quorum is present may exercise all the powers and discretions vested in or exercisable by the Board Members under this Constitution.
- 13.2** Except for motions voted under clause 7.1(f) all questions arising at a meeting of the Board must be decided by a simple majority of votes cast by the Board Members present. Such a decision is for all purposes a decision of the Board.
- 13.3** Only those Board Members who are present at the meeting whether in person, by telephone or by other electronic means, are entitled to vote. Proxy votes shall not be allowed.
- 13.4** When votes cast for and against a motion are equal, the Chairperson of the meeting may cast a second or casting vote or determine the motion to be decided in the negative without casting a vote.
- 13.5** For meetings convened by telephone or other electronic means:
- (a) The contemporaneous linking together by telephone or other electronic means of a number of the Board Members, sufficient to constitute a quorum, constitutes a meeting of the Board and all the provisions in this Constitution relating to meetings of the Board Members apply, so far as they can and with such changes as are necessary, to meetings of the Board Members by telephone or other electronic means.
  - (b) A Board Member who is unable to be present at a Board meeting may request the provision of a link by telephone or other electronic means and the Board Member participating by telephone or other electronic means is deemed to be present for all voting purposes

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**13.6** Written resolutions of the Board

A Board Member may signify assent to a document by signing it, but failure to do so does not invalidate the act, matter, thing or resolution to which the document relates.

**13.7** Observers at meetings of the Board

Any person may be invited by the Board to a Board meeting. The invited person:

- (a) shall not have voting rights;
- (b) may attend the Board meeting (or such part of the Board meeting as determined appropriate by the Board); and
- (c) may not speak at the Board meeting unless permitted to by the Chairperson.

**13.8** Quorum

- (a) The quorum of the Board at their meetings will be a minimum of five Board Members.
- (b) No business may be transacted at a meeting of the Board unless a quorum is present. If within 15 minutes of the time appointed for the meeting a quorum is not present, the Chairperson may adjourn the meeting to the following week.
- (c) If the number of Board Members at any time is not sufficient to constitute a quorum of a Board meeting, or is less than the minimum number of Board Members fixed under these rules, the remaining Board Members must act as soon as possible to:
  - (i) increase the number of Board Members to a number sufficient to constitute a quorum and to satisfy the minimum number required under this Constitution; or
  - (ii) convene a General Meeting of the Association for that purpose; anduntil that has happened, may only act if and to the extent that there is an emergency requiring them to act.

**13.9** Chairperson

The Chairperson, or in his or her absence, the Deputy Chairperson, must act as Chairperson at each meeting of the Board. If both the Chairperson and Deputy Chairperson are absent or unwilling to act at any particular meeting of the Board, then the Board Members present must elect one of their numbers to act as Chairperson for that meeting.

**14.0 SUB-BOARDS & DELEGATES****14.1** Delegation to Sub-Boards

The Board may delegate any of the Board powers to a sub-Board or subBoards established by the Board, comprising the Board Members and any other people (whether Members or not) that the Board decides, for specific purposes and terms of reference set out by the Board.

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**14.2 Control of Sub-Boards**

- (a) The Board may name, dissolve, and vary the powers and composition of a sub-Board as the Board thinks fit.
- (b) Each Member of a sub-Board holds office on terms decided by the Board.
- (c) A sub-Board must exercise its powers, and generally conduct itself, in accordance with any directions given by the Board.
- (d) All recommendations made by a sub-Board must be reported to the Board and approved by that Board before they are implemented or acted upon, unless, when appointed, the sub-Board is given power to act autonomously.

**14.3 Delegates**

- (a) The Board may from time to time appoint delegates of the Association, who may or may not be Board Members, and delegate any of its powers or responsibilities to this delegate.
- (b) A delegate to whom any powers have been so delegated must exercise the powers delegated in accordance with any directions of the Board.
- (c) Despite the above, the Board remains responsible for the exercise of Board powers, and discharge of Board responsibilities, by a delegate so appointed.

**15.0 FRIENDS AND AFFILIATES****15.1 Friends of the Association**

People who support the Objectives of the Association and pay a fee to participate in regular activities of the Association, receive newsletters and make use of its facilities such as the library shall be an affiliate of the Association currently known as 'Friend of the IYA'.

**15.2 Corporate Affiliates**

Corporations and businesses which support the Objectives of the Association and pay a fee or sponsorship may be deemed to be an affiliate of the Association.

**15.3** The terms between the Association and affiliates will be determined by the Board from time to time.

**15.4** Affiliates have no voting right at any of the General Meetings of the Association except if they are also a Member (under clause 16.0) of the Association as individuals.

**16.0 MEMBERSHIPS**

**16.1** Membership is only available to people who fully support the Objectives of the Association and its Constitution.

**16.2** The Association shall have different classes of Membership as determined by the Board, and not all Membership classes need have voting rights.

**16.3** The Association's present Membership classes are:

- (a) Members of the Association;
- (b) Honorary Members; and
- (c) Life Members

#### **16.4** Membership Criteria

- (a) Members can renew their Membership by paying the annual fee
- (b) A person whose Membership has lapsed may only renew their Membership within 12 months from its date of expiration.
- (c) A person who, in the reasonable determination of the Board, has been an active affiliate known as Friend of the IYA or Associate Member for 24 consecutive months.

#### **16.5** Admission of Applicants Friends of the IYA

A person becomes a Member when:

- (a) The applicant Friend of the IYA meets the Membership criteria as set out in 16.4;
- (b) The prescribed fee has been paid;
- (c) The Friend of the IYA application has been approved by the Board of the Association, at its discretion, on reasonable terms and conditions set by the Board from time to time as being entitled to become a Member; and
- (d) The applicant's Friend of the IYA's name has been entered into the Register of Members.

#### **16.6** Rules

Upon acceptance as a Member the new Member must receive a copy of this Constitution being the rules of the Association. This may be in electronic format as an email or link to the document.

#### **16.7** Honorary Membership

The Board may confer the rights and title of "Honorary Member" upon any person who has contributed to the advancement of the Association in a manner that deserves special recognition. Honorary Members do not have voting rights.

#### **16.8** Life Membership

The Board may honour any Member who has provided outstanding service to the Association over a long period of time by gifting them Life Membership which carries all benefits of Membership.

#### **16.9** Financial rights of Members

Members shall receive concession fees for services and products of the Association as determined by the Board.

#### **16.10** Voting rights of Members

Members admitted as per clause 16.5 and 16.7 shall have voting entitlements.

#### **16.11** Only Members are invited to General Meetings.

#### **16.12** A Member acting in any way prejudicial to the interests of the Association (in the reasonable opinion of the Board), may at the discretion of the Board be expelled or suspended from Membership.

#### **16.13** A Member who has been expelled or suspended shall not be entitled to a refund of fees.

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- 16.14** A right, privilege, or obligation of a person by reason of that person's Membership:
- (a) is not capable of being transferred or transmitted to another person; and
  - (b) terminates upon the cessation or suspension of that person's Membership whether by death, resignation, expulsion or otherwise.

## **17.0 REGISTER OF MEMBERS**

### **17.1** The Association shall maintain a Register of Members

- (a) The Board must keep and maintain in an up to date condition a Register of all Members of the Association.
- (b) The Register of Members shall record the name, residential, postal or email address and any other information deemed necessary by the Board of each Member as at the date of commencing Membership.
- (c) Any changes in collected details like address must be updated from time to time in accordance with Section 53 of the Act.

### **17.2** The Register of Members must be available for inspection by Members at the Association's office upon giving reasonable notice to the Board.

### **17.3** The Register of Members may be kept in any manner or form the Board thinks fit, so long as it is readily convertible to written or printed form.

### **17.4** All persons will treat the Register of Members as complete and accurate. Nothing done in good faith based on the completeness and accuracy of the Register of Members will be rendered ineffective, void or voidable by any subsequently discovered omission from, or inaccuracy in, the Register of Members.

### **17.5** Termination of Membership

A person ceases to be a Member if the person:

- (a) fails to pay any fees or subscriptions when it falls due, or such other time as the Board decides;
- (b) dies;
- (c) resigns as a Member by giving written notice to the Board;
- (d) is expelled by the Board;
- (e) becomes of unsound mind; or
- (f) becomes, if the Board so decides in their absolute discretion, an untraceable Member because the person has ceased to reside at, attend or otherwise communicate with his or her address on the Register of Members.

## **18.0 ANNUAL SUBSCRIPTION**

### **18.1** The prescribed fee for all levels of Membership shall be set from time to time by the Board.

### **18.2** For reasons of hardship and other reasons, the Board may decide not to collect all or part of the annual fees of a Membership.

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## **19.0 FINANCE**

- 19.1** The financial year of the Association shall extend from the first day of July to the last day of June of the following year.
- 19.2 The Board shall cause to be kept proper books of account in which shall be entered full, true, and complete records of the affairs and transactions of the Association.
- 19.3 The Board shall approve proper procedures and processes for the authorisation of all financial expenditures.
- 19.4 All negotiable financial instruments will be signed or authenticated by two persons authorised by the Board.
- 19.5 Authority to sign cheques and other negotiable financial instruments can be delegated to authorised persons nominated by the Board.
- 19.6 All moneys received by the Association shall be banked in the name of the Association in a Bank approved by the Board.
- 19.7 The Board shall prepare an annual budget for the Association. The budget will be provided to Members at the Annual General Meeting; and a majority vote by Members at the Annual General Meeting will be required to accept the budget. The Board will have discretion to reallocate spending where necessary.

## **20.0 BY-LAWS**

The Board may draw up By-Laws governing the management of the Association and may vary and interpret such By-Laws.

## **21.0 ANNUAL GENERAL MEETING**

- 21.1** An Annual General Meeting shall be held in every calendar year within 6 months after the end of the Association's financial year or such longer period as may in a particular case be allowed by the Commissioner.
- 21.2** The quorum for the Annual General Meeting shall be fifteen Members.
- 21.3** Items of business conducted at the meeting will include:
- (a) Minutes of previous Annual General Meeting;
  - (b) Presentation and adoption of Financial Accounts, Budget and Reports;
  - (c) Election of Auditor for the ensuing year;
  - (d) Election of Board Members;
  - (e) Motions;
  - (f) General business; and
  - (g) Board report from Chairman or delegate for the past year and outlook for the year ahead.
- 21.4** Notice of the Annual General Meeting will be sent to all Members at least twenty-one days before the Annual General Meeting. Such notice shall state the time and place of the meeting. Any accidental omission of notice to any Member shall not invalidate the meeting.



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- 21.5** Notices of motions for the Annual General Meeting from Members of the Association must be in the hands of the Secretary at least seven days prior to such meetings.
- 21.6** If no quorum is reached within half an hour of the starting time, then the Annual General Meeting is to be adjourned for up to four weeks to occur at a time and place set by the Board. All Members will be notified as soon as possible of the new date, time and place. Any accidental omission of notice to any Member shall not invalidate the meeting. Such notice shall state the time, place and purpose of the meeting.
- 21.7** If, at the adjourned date, no formal quorum is found, the Annual General Meeting will be held without further adjournment.
- 21.8** Attendees at Annual General Meetings
- (a) Annual General Meetings are to be attended only by Members and observers invited by the Board.
  - (b) Observers invited by the Board:
    - (i) shall not have voting rights;
    - (ii) may attend such part of the Annual General Meeting as determined appropriate by the Board; and
    - (iii) may speak at the Annual General Meeting only if permitted by the Chairperson.

## **22.0 SPECIAL GENERAL MEETINGS**

- 22.1** Upon the requisition in writing of a simple majority of the Board or of twenty percent of Members of the Association, the Secretary shall convene a Special General Meeting of Members. The occasion for calling such a meeting shall be stated in the notice of the meeting and no other business shall be transacted at such a special meeting except that for which it was summoned.
- 22.2** Notice of Special General Meetings will be sent to all Members at least twenty-one days before the time of the proposed Special General Meeting. Any accidental omission of notice to any Member shall not invalidate the meeting. Such notice shall state the time, place and purpose of the meeting.
- 22.3** A quorum for a Special General Meeting shall be twenty-five Members.
- 22.4** No item of business may be transacted at a Special General Meeting (except the election of a Chairperson of the meeting and the adjournment of the meeting) unless a quorum is present during the time when the meeting is considering that item.
- 22.5** If no quorum is reached within half an hour of the starting time, then the Special General Meeting is to be adjourned for up to four weeks, at a time and place set by the Board. All Members will be notified of this new date, time and place as soon as possible. Any accidental omission of notice to any Member shall not invalidate the meeting. Such notice shall state the time, place and purpose of the meeting.
- 22.6** If, at the adjourned date, no formal quorum is found within half an hour of the starting time of the Meeting, the Special General Meeting will be dissolved.

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## **22.7 Attendees at Special General Meetings**

- (a) Special General Meetings are to be attended only by Members and observers invited by the Board.

observers invited by the Board:

- (i) shall not have voting rights;
- (ii) may attend such part of the Special General Meeting as determined appropriate by the Board; and
- (iii) may speak at the Special General Meeting only if permitted by the Chairperson.

## **23.0 CONDUCTING GENERAL MEETINGS**

**23.1** Upon the requisition of a simple majority of the Board or, in writing, of twenty percent of Members of the Association, the Secretary shall convene a General Meeting of Members. General Meetings will be called not less than once in each calendar year.

**23.2** The Secretary must give to each Member at least 21 days notice of a General Meeting. Such notice shall:

- (a) specify the date, time and place of the meeting; and
- (b) indicate the general nature of each item of business to be considered at the meeting; and
- (c) if a resolution is proposed-
  - (i) set out the wording of the proposed resolution as required by section 51(4) of the Act; and
  - (ii) state if the resolution is intended to be proposed as a special resolution.

**23.3** The quorum for a General Meeting shall be fifteen Members.

**23.4** Chairperson of General Meetings

- (a) The Chairperson, or in their absence, the Deputy Chairperson, must act as Chairperson at General Meetings.
- (b) If both the Chairperson and Deputy Chairperson are absent or unwilling to act at any particular General Meeting, then the Board Members present must elect one of their numbers to act as Chairperson for that Meeting.
- (c) If no other Board Member present at the General Meeting is willing to act as Chairperson then all Members present at the General Meeting must elect one of their numbers to act as Chairperson for that Meeting.

**23.5** Procedures at General Meetings

A question arising at a General Meeting relating to the order of business, procedure, or conduct of the Meeting must be referred to the Chairperson of the Meeting, whose decision is final.

## **24.0 VOTING**

**24.1** Only Members who are present at General Meetings can vote.

**24.2** Each Member present shall be able to cast one vote per motion put before all the Members present.

**24.3** Proxy votes shall only be allowed as follows:

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An absent Member may appoint another Member of the Association attending a General Meeting as a proxy to vote on his/her behalf in the manner indicated by the absent Member, provided that each Member present can only represent one other Member as a proxy. Such proxy forms must be duly signed in favour of the attending Member and indicate the manner in which the absent Member wishes to direct his/her vote on each and every specific resolution before the General Meeting and notified at least 7 days prior to the General Meeting.

**24.4** For the sale of all or part of the property known as the Sivananda Ashram and Beacon Yoga Centre at 151 South Street, Beaconsfield, Western Australia, clause 28.0 shall apply.

**24.5** All motions shall be decided by a show of hands or by ballot at the discretion of the Chairperson or upon the request of any two Members. Upon the declaration of the result of a show of hands, a division may be demanded by any Member present.

**24.6** All motions shall be decided by a simple majority of votes unless when this Constitution states otherwise.

**24.7** When votes cast for and against a motion are equal, the Chairperson of the Meeting may cast a second or casting vote or determine the motion to be decided in the negative.

**25.0 NON-PROFIT**

The income and property of the Association shall be applied solely towards the promotion of the Objects of the Association. No proportion of the income or property shall be paid, transferred, or distributed directly or indirectly to Members of the Association, provided that nothing shall prevent the payment in good faith of remuneration to any officer or employee of the Association or to any person other than a Member, in return for services rendered to the Association.

**26.0 AUDIT**

**26.1** Members at the Annual General Meeting shall appoint a qualified Auditor who is a Member of a recognised Professional Body approved by the Registrar of Incorporated Associations for this purpose.

**26.2** The Auditor of the Association shall audit the annual statements and profit and loss account and balance sheet and issue audit certification. For this purpose, the auditor shall have power to call for the production of all books of accounts, vouchers, and documents relating to the affairs of the Association.

**26.3** Report by Auditor

The Auditor must:

- (a) make a report to the Members at each Annual General Meeting on every statement of income and expenditure and balance sheet tabled before each Annual General Meeting during the Auditor's term of office;
- (b) state in the report whether in their opinion the statement of income and expenditure and balance sheet together with any statements, reports and notes that are attached to and intended to be read with the statement or balance sheet are properly drawn up so as to give a true and fair view of the financial position of the Association during and at the end of its last financial year (or other date appropriate to the period covered by that balance sheet and statement); and
- (c) confirm that the accounting and other records examined by the Auditor have been properly maintained.

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- (d) The financial records of the Association shall be audited at the end of each financial year, and an audited statement shall be presented at the Annual General Meeting. The Auditor may attend the Annual General Meeting and make a report direct to Members of any matter within the scope of the Auditor's duties.

**26.4 Remuneration of Auditor**

The Board will fix the remuneration of the Auditor from time to time.

**27.0 INCOME AND PROPERTY**

**27.1 Source of Funds**

The funds of the Association are to be derived from fees, subscriptions, gifts, sponsorships, donations, government grants, fundraising activities, and such other sources as the Board determines.

**27.2** The income and property of the Association, from whatsoever source, shall be applied solely towards the promotion of the Objects of the Association and no part thereof shall be paid or transferred directly or indirectly, by way of dividends or allowances, to the persons who at any time are or have been Members of the Association, unless such persons are employed by the Association.

**27.3** However, Clause 27.2 does not prohibit making a payment in good faith for:

- (a) out-of-pocket expenses incurred by a Member;
- (b) a service rendered to the Association by a Member in a professional or technical capacity where the provision of the service has the prior approval of the Board and the amount payable is not more than an amount which commercially would be reasonable payment for the service;
- (c) goods supplied in the ordinary and usual course of business;
- (d) reasonable and proper interest paid on money borrowed from a Member; or
- (e) reasonable and proper rent paid for premises let by any Member to the Association.

**28.0 SALE OF PROPERTY**

The sale of all or part of the property currently known as the Sivananda Ashram and Beacon Yoga Centre at 151 South Street, Beaconsfield, Western Australia can only occur if:

- (a) A special resolution at a general meeting with seventy-five percent of support is received from all Members of the Association; and
- (b) Proxy votes shall be allowed for this resolution.

**29.0 CONSTITUTION**

**29.1** This Constitution replaces the Constitution of The Integral Yoga Association of Western Australia (Incorporated) dated September 2011.

**29.2** The Association shall be conducted in accordance with the Constitution.

**29.3** The objects of the Association (subject to approval as may be required by law) and the rules herein contained may be amended, varied or rescinded and a new object or objects and rules approved at an Annual General Meeting or Special General Meeting provided that the notice of such meeting shall contain the text of the proposed

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amendment or states that the amendments are available for inspection by any Member of the Association at a place nominated in the notice for a period of not less than twenty-eight days.

**29.4** Amendments to the Constitution shall be adopted when seventy five per cent of support is received from Members present at the Annual General Meeting or Special General Meeting.

**29.5** This Constitution may only be altered in accordance with the *Associations Incorporations Act 2015 (WA)* and the *Department of Mines, Industry, Regulation and Safety*.

**29.6** A special resolution making an alteration to this Constitution must be notified in writing to the *Department of Mines, Industry, Regulation and Safety*.

### **30.0 TRUSTEES**

Unless otherwise determined by Members of the Association, the Board of the Association for the time being shall be deemed to be the trustees of the Association to hold any property real or personal belonging to the Association, on behalf of the Association.

### **31.0 COMMON SEAL**

The common seal of the Association, engraved with the name of the Association, shall be kept in the care of the Chairperson or a person delegated by the Board. The seal shall not be used or affixed to any deed or other document except pursuant to the resolution of the Board and in the presence of the Chairperson or the Deputy Chairperson and one other Board Member, whom shall subscribe their name as witness.

### **32.0 CUSTODY AND INSPECTION OF RECORDS**

The Board or its delegate for this purpose must keep in its custody or under its, his or her control, all books, documents, data bases, backups to all computers and securities of the Association.

The documents associated with incorporation, the Register of Members and the minutes of meetings must be made available for inspection by any Member of the Association who gives the Board or its delegate for this purpose reasonable notice that they wish to inspect them.

### **33.0 INDEMNITY AND INSURANCES**

**33.1** Board Members who by the authority of the Board, accept or incur any pecuniary liability on behalf of the Association, will be indemnified by the Association against any personal loss in respect of such liability.

**33.2** To the extent permitted by law the Association may pay the premium on an insurance contract insuring a person who is or has been an officer of the Association against:

- (a) a liability for costs incurred by the person defending proceedings arising out of the person's conduct as an officer of the Association except liability which arises from improper or illegal conduct; and
- (b) any other liability incurred by the person as an officer of the Association except liability which arises from conduct that involves a wilful breach of duty in relation to the Association.

**34.0 DISSOLUTION**

- 34.1 The Association may be wound up by a resolution of a Special General Meeting convened with not less than twenty-eight days' notice, called for such purpose.
- 34.2 A motion to wind up the Association shall be adopted when seventy-five per cent of support is received from Members present at the Special General Meeting convened for that purpose.
- 34.3 If the resolution is confirmed by seventy-five percent of Members present at the Special General Meeting, the Association shall there upon be dissolved. If, upon the winding up of the Association, any property of the Association remains after the satisfaction of any debts and liabilities of the Association and costs, charges and expenses of that winding up, that property shall be distributed to another Association incorporated under the Act having objects similar to those of the Association or having charitable purposes that are also exempt from Income Tax under Section 16 of the Income Tax Assessment Act 1997 (Cwth).
- 34.4 The incorporated body referred to in clause 34.3 shall be determined by resolution of Members at said Special General Meeting when authorising and directing the Board under Section 33(3) of the Act to prepare a distribution plan for the distribution of the surplus property of the Association.
- 34.5 In default of any such resolution as referred to in clause 34.4, such payment, or distribution shall be determined by a Judge of the Supreme Court of Western Australia.

**35.0 GIFT FUND AND DEDUCTIBLE GIFT RECIPIENT STATUS IF APPLICABLE**

- 35.1 As a condition of maintaining Deductible Gift Recipient (DGR) status, the organisation must operate and maintain a Gift Fund. If the Gift Fund is wound up, or if the endorsement of the organisation as a DGR is revoked, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it, shall be transferred to a fund, authority or institution to which income tax deductible gifts can be made.
- 35.2 All subscriptions and donations to the general funds of the Association shall be administered by the Board for the general purpose of the Association, provided that any donation whether in money or otherwise which shall be made for any special object shall be used and applied in accordance with the expressed wish of the donor so far as may in the opinion of the Board be practicable and in so far as such use and application shall not be inconsistent with the Constitution of the Association.

We hereby certify the foregoing to be a true and correct copy of the Constitution of THE INTEGRAL YOGA ASSOCIATION OF WESTERN AUSTRALIA INCORPORATED) adopted at the Annual General Meeting held on the 28<sup>th</sup> October 2018.

First Edition 1972-73  
First Revision September 2011  
Second Revision October 2018

Chairperson:.....*R. Barnett Leonard*.....Dated.....28/10/2018.....

Vice Chairperson:.....*M Meyer*.....Dated.....28/10/2018.....