

# **CONSTITUTION OF IJM AUSTRALIA LTD**

A company limited by guarantee  
ACN: 164 514 694  
ABN: 56 164 514 694

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## **PREAMBLE - AFFILIATION**

IJM Australia Ltd, a not for profit public company limited by guarantee, formed and operated in Australia, is affiliated with International Justice Mission, a charitable not-for-profit corporation incorporated in the Commonwealth of Virginia, United States of America, in order to advance their mutually shared mission to protect the poor from violence throughout the world, and to ensure that their core values and objectives are aligned to best effectuate their shared missions.

Notwithstanding this affiliation, IJM Australia is operated as a separate and unique entity, responsible for its own business, including its own debts and liabilities (subject to law).

## **ARTICLE I - PRELIMINARY**

### **Section 1. Name of the Company.**

The name of the company is IJM Australia Ltd ACN 164 514 694 (“IJM Australia”).

### **Section 2. Type of Company.**

IJM Australia is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a charity.

### **Section 3. Limited Liability of IJM Global.**

The liability of IJM Global is limited to the amount of the Guarantee in Section 4.

### **Section 4. The Guarantee.**

IJM Global must contribute an amount not more than \$10 (the “Guarantee”) to the property of IJM Australia if IJM Australia is wound up and this contribution is required to pay for the:

- (a) debts and liabilities of IJM Australia incurred before IJM Global stopped being a Member; or
- (b) costs of winding up.

### **Section 5. Objects.**

The Object of IJM Australia, in accordance with and in expression of the principles of the Christian faith, are to advance the mission of protecting people in poverty from violence throughout the world, including by:

- (a) protecting people in poverty from the violence of slavery, trafficking, exploitation, and abuse by building up the capacities of local

- governments and law enforcement to provide justice for people in poverty;
- (b) providing thought leadership on matters relating to human rights, violence against people in poverty, rule of law, access to justice, and poverty alleviation;
- (c) educating and mobilising the global church in seeking justice for people in poverty;
- (d) educating and mobilising all people and institutions of good will to engage in the fight to end impunity, and provide sustainable justice for people in poverty; and
- (e) doing such other things as are incidental or ancillary to, and in furtherance or in aid of, this Object.

## **Section 6. Powers.**

Subject to section 7, IJM Australia has the following powers, which may only be used to carry out its Object set out in section 5:

- (a) the powers of an individual; and
- (b) all the powers of a company limited by guarantee under the *Corporations Act 2001* (Cth) (“the Corporations Act”).

## **Section 7. Not For Profit.**

7.1 IJM Australia must not distribute any income or assets directly or indirectly to its Member, except as provided herein, or by law. IJM Australia may do the following, provided they are done in good faith:

- (a) paying IJM Global for goods or services provided or expenses properly incurred at fair and reasonable rates or rates more favourable to IJM Australia; or
- (b) making a payment to IJM Global but only for the purpose of carrying out IJM Australia’s Objects.

7.2 The income, funds and property of IJM Australia must be used solely for the objects for which it was established, as set out in this Article 1, section 5.

## **Section 8. Application of Property on Winding Up.**

8.1 If any property remains on the winding up or dissolution of IJM Australia and after satisfaction of all its debts and liabilities, then, subject always to Article 1, Section 9 (“Transfer of surplus assets – deductible gift recipients”) that property must be given or transferred to one or more funds or institutions:

- (a) having charitable purposes similar to, or inclusive of, the Object; and
- (b) which are not-for-profit entities whose governing documents prohibit the distribution of income and property among its members (if it has

members) to an extent at least as great as imposed on IJM Australia under this Constitution.

8.2 The funds or institutions will be determined by IJM Global at or before the time of dissolution, and IJM Global may determine that the property on winding up is to be transferred to itself, but only if it also complies with requirements in this Article 1, section 8.1 (a) and (b).

### **Section 9. Transfer of Surplus Assets – Deductible Gift Recipients.**

Where IJM Australia has been endorsed as a deductible gift recipient, either under Subdivision 30 BA of the *Income Tax Assessment Act 1997* (Cth) (the “Income Tax Assessment Act”) as an entity or in relation to a fund or an institution it operates, then where:

- (a) IJM Australia is wound up;
- (b) the fund or institution is wound up; or
- (c) the endorsement under Subdivision 30 BA of the Income Tax Assessment Act is revoked;

any surplus:

- (a) gifts of money or property for the principal purpose of IJM Australia, fund or institution (whichever is relevant);
- (b) contributions described in item 7 or 8 of the table in section 30-15 of the Income Tax Assessment Act in relation to a fundraising event held for that purpose; and
- (c) money received by IJM Australia because of such gifts or contributions;

remaining after payment of all liabilities must be transferred to one or more funds or institutions that comply with Article 1, Section 8 (“Application of property on winding up”) and are deductible gift recipients.

### **Section 10. Replaceable Rules Do Not Apply.**

The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to IJM Australia.

## **ARTICLE II – BOARD OF DIRECTORS**

### **Section 1. Powers and Duties.**

1.1 The affairs of IJM Australia shall be managed by the Board of Directors, and the Board shall have and may exercise all the powers of IJM Australia, except that the Board shall take no action that limits, changes, or otherwise affects the authorities, rights, or status of IJM Global as set forth herein.

1.2 The Directors must comply with their duties as Directors under legislation and common law (judge-made law), and with the duties described in Governance Standard 5 of the regulations made under the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) (the “Charities Act”) which are:

- (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a Director of IJM Australia;
- (b) to act in good faith in the best interests of IJM Australia and to further the charitable purpose(s) of IJM Australia;
- (c) not to misuse their position as a Director;
- (d) not to misuse information they gain in their role as a Director;
- (e) to disclose any perceived or actual material conflicts of interest in the manner set out below;
- (f) to ensure that the financial affairs of IJM Australia are managed responsibly; and
- (g) not to allow IJM Australia to operate while it is insolvent.

## **Section 2. Number.**

2.1 The number of Directors shall be determined from time to time by resolution of IJM Global, but shall not be less than three (3) and not more than eight (8) (at least two (2) of whom must ordinarily reside in Australia).

2.2 A majority of the Directors must be non-executive Directors.

## **Section 3. Eligibility.**

3.1 To be eligible for the office of Director a person must:

- (a) be at least 18 years of age;
- (b) consent in writing to act as a Director; and
- (c) not be ineligible to be a Director under the Corporations Act or the Charities Act.

3.2 Additionally, in the event that it is required under a law, regulation or guideline applicable to IJM Australia<sup>1</sup>, IJM Australia must ensure that a majority of the Directors are persons who have the requisite level or degree of responsibility to the general public as required by that law, regulation or guideline.

## **Section 4. Appointment and Tenure.**

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<sup>1</sup> Such as where IJM Australia or its public fund is endorsed as a deductible gift recipient and this is a condition for such endorsement.

4.1 A person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of this Constitution or applicable law, may be appointed to be a Director by a decision of the Board of Directors, provided that no Director shall assume office unless and until his or her appointment is approved in writing by IJM Global.

4.2 In circumstances where:

- (a) a Director retires or otherwise vacates office; or
- (b) a Director vacancy otherwise arises (such as by IJM Global increasing the number on the Board);

the Board of Directors may, by resolution, fill the vacancy by appointing an individual who is eligible to be a Director to that office, provided the appointment shall not take effect and commence until the appointment is confirmed by IJM Global.

4.3 Any Director who has held office for three (3) years or more since last being appointed and confirmed must retire from office at the conclusion of the next meeting of the Board, unless reappointed pursuant to this Constitution. Directors are entitled to seek reappointment as Directors on three (3) occasions, provided that a Director's period of continuous service to IJM Australia does not exceed a period of twelve (12) years.

## **Section 5. Removal and Vacation of Office of Director.**

In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act and the circumstances set out above in Section 4, the office of a Director becomes vacant if the Director:

- (a) ceases to be eligible under Article II, Section 3;
  - (b) resigns from the office by notice in writing to IJM Australia;
  - (c) is not present at three (3) successive meetings of the Directors without leave of absence from the Directors;
  - (d) receives notice from IJM Global in writing that he or she has been removed by a resolution of IJM Global. Such a resolution shall not be passed unless the Director has been given at least two (2) months' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity to put their case to IJM Global by making written or oral representations to IJM Global as applicable;
  - (e) 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;
  - (f) becomes insolvent or bankrupt, compounds with their creditors, or assigns their estate for the benefit of their creditors;
  - (g) becomes prohibited, disqualified or removed from being a Director by reason of any order of any court of competent jurisdiction or regulator;
- or

(h) dies.

## **Section 6. Meetings.**

Meetings of the Board may be held at such time and place as from time to time may be fixed by the Board, but no less than twice a year. Special meetings of the Board shall be held at the demand of the Chair, IJM Global, or any two (2) Directors.

## **Section 7. Attendance by Electronic Means.**

Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or committee by means of a conference telephone, teleconference, videoconference, or via similar communications method allowing all persons participating in the meeting to communicate with each other at the same time. Participation by such means shall constitute presence in person at a meeting.

## **Section 8. Notice of Meetings.**

8.1 Reasonable notice of the time and place of each meeting of the Board, and, to the extent possible, a written agenda setting forth all matters upon which action is proposed to be taken, shall be provided to each Director to an address provided by the Director for that purpose, by email, by telephone, or in person.

8.2 Unless a shorter notice period is agreed to by the Directors, reasonable notice shall be no less than eight (8) days prior to the meeting, provided however that notice of a special meeting to discuss matters requiring prompt attention shall be given to each Director by email or telephone no less than forty eight (48) hours prior to the meeting.

## **Section 9. Waiver of Notice.**

Notice of a meeting need not be given to any Director who submits a signed waiver of notice, whether before or after the meeting, or who attends a meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her.

## **Section 10. Quorum.**

10.1 At all meetings of the Board, the greater of three (3) or a majority of the Directors in office shall constitute a quorum for the transaction of business or any specified item of business.

10.2 If the number of Directors is reduced below three (3), the Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum, subject to those appointments being approved by IJM Global as required under Article II, Section 4.



## **Section 11. Voting.**

The vote on a proposed resolution of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board, except as otherwise provided under Article IX. In the event of an equality of votes for or against a resolution, the Chair of the Directors' meeting does not have a second or casting vote, and consequently the resolution will not be passed.

## **Section 12. Action Without a Meeting.**

Whenever any action is required or permitted to be taken by the Board or any committee thereof, such action may be taken without a meeting if all members of the Board or the committee consent in writing to the adoption of a resolution authorizing the action. The resolution is passed when the last Director consents in writing.

## **Section 13. Compensation.**

Directors shall not receive any compensation for their service on the Board. The Board may, however, provide by resolution that actual and necessary expenses of attendance at any meeting of the Board or any committee thereof may be reimbursed upon written request. Directors may also be paid reasonable compensation for services rendered to IJM Australia in another capacity, provided that such compensation is approved by the Board in writing before the services are rendered and made in compliance with applicable law (including the Authority to Fundraise provisions of the *Charitable Fundraising Act 1991* (NSW)).

## **Section 14. Delegation**

14.1 The Board of Directors may resolve to delegate any of their powers to:

- (a) a committee in accordance with Article IV;
- (b) a Director or other officer in accordance with Article III, Section 3;
- (c) an employee of IJM Australia; or
- (d) any other person.

14.2 The power may be delegated for such time as determined by the Board of Directors and the Board of Directors may at any time revoke or vary the delegation. The delegate must exercise the powers delegated in accordance with any directions of the Board of Directors, and the exercise of the power by the delegate is as effective as if the Board of Directors had exercised it. The Board of Directors may continue to exercise any power they have delegated.

## **Section 15. Rules**

Subject to this Constitution, the Board of Directors may from time to time by resolution make and rescind or alter rules for the management and conduct of the business of IJM Australia.

## **Section 16. Appointment of Attorney**

The Directors may, by power of attorney, appoint any person to be the attorney of IJM Australia for the purposes and with the powers, authorities and discretions held by the Directors for the period and subject to the conditions that they think fit. A power of attorney granted under this section 16 may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

## **Section 17. Directors acting in the interests of IJM Global**

Notwithstanding any other rule in this constitution, while IJM Australia is a wholly-owned subsidiary of IJM Global, a Director is deemed to act in the best interests of IJM Australia if:

- (a) the Director is acting in good faith;
- (b) the Director is acting in the interests of IJM Global, or in a manner consistent with the expectations of IJM Global; and
- (c) IJM Australia is not insolvent at the time the Director acts and does not become insolvent because of the Director's act.

## **ARTICLE III - OFFICERS**

### **Section 1. Officers.**

In addition to the Directors, the officers of IJM Australia shall include the Chair, IJM Australia Secretary, the Chief Executive Officer and such other officers as the Board of Directors shall from time to time deem advisable. As used in this Article, the term “officers” shall refer to these particular positions of responsibility, and not the individuals who are deemed officers by virtue of their position as Director.

### **Section 2. Appointment; Tenure; Resignation; Removal.**

The Board shall appoint the other officers for such terms as it sees fit. Each officer's term shall begin upon confirmation pursuant to this Constitution and continue until his or her successor has been elected or appointed and confirmed, or until his or her earlier displacement from office by resignation, removal, or otherwise. Any officer may resign by written notice to IJM Australia. An officer may be removed from their

office (other than from the office of Director) with or without cause by majority vote of the Board, subject to compliance with any applicable laws or requirements under contracts of employment.

### **Section 3. Authority and Duties.**

All officers as between themselves and IJM Australia shall have such authority and perform such duties in the management of IJM Australia as may be provided in this Constitution, or, to the extent not so provided, as may be assigned by the Board.

### **Section 4. The Chair and Deputy Chair.**

The Board of Directors shall elect from their number a Chair, and if desired, a Deputy Chair of their meetings. The Chair, and in his or her absence, the Deputy Chair, shall preside at all meetings of the Directors and do such other things as delegated to him or her by the Board of Directors. Both the Chair and any Deputy Chair will hold office for a term of one year and may nominate themselves for re-election the following year. The Chair must not hold that office for more than six (6) consecutive years.

### **Section 5. The Secretary.**

The Board of Directors shall appoint a Secretary on such terms and conditions (including as to remuneration) as it sees fit. The Secretary must be at least eighteen (18) years of age at the time of appointment, and must consent in writing to serve as Secretary prior to being appointed. He or she shall attend all meetings of the Board and shall record or cause to be recorded the minutes of all proceedings taken at such meetings, and maintain or cause to be maintained all documents evidencing corporate actions taken by written consent of the Board. He or she shall see to it that all notices of meetings of the Board are duly given in accordance with this Constitution or as required by law; and he or she shall perform such other duties as generally are incidental to the office of Secretary and as from time to time may be prescribed by the Board.

### **Section 6. The Chief Executive Officer.**

The Board of Directors shall engage an individual to serve as IJM Australia's Chief Executive Officer. The Chief Executive Officer shall, under the direction and supervision of the Board of Directors, oversee the operations of IJM Australia and be responsible for implementing, on a day-to-day basis, the policies of the Board of Directors. The Chief Executive Officer shall apprise the Chair as soon as practicable regarding any significant situations which may arise. He or she shall attend meetings of the Board of Directors at the invitation of the Board, and report to the Board at its meetings.

The Chief Executive Officer may be removed by the Board with the prior approval of IJM Global, and subject to compliance with any applicable laws or requirements under contract of employment with the Chief Executive Officer.

#### **ARTICLE IV - COMMITTEES**

The Board shall have the power to create committees, each of which shall have such authority as the Board shall by resolution provide.

#### **ARTICLE V - MEMBERSHIP**

##### **Section 1. Member.**

The sole Member of IJM Australia is International Justice Mission Global, a charitable not-for-profit corporation incorporated in the Commonwealth of Virginia, United States of America ("IJM Global"). The rights and powers of IJM Global shall be as stated in this Constitution and as under the Corporations Act. For purposes of this Constitution, wherever IJM Global is referred to it shall be understood that an authorized representative of IJM Global may exercise the authority of IJM Global. IJM Global may pass a resolution of IJM Australia by IJM Global, or IJM Global's authorised representative, recording it and signing the record.

The Board of Directors shall obtain consent from IJM Global prior to taking any of the following actions:

- (a) A sale, lease, exchange, or other disposition of all or substantially all of the property and assets of IJM Australia, including merger, consolidation, or dissolution of IJM Australia;
- (b) The filing of a petition for bankruptcy or the appointment of a receiver or commencement of any other insolvency or reorganization proceeding involving IJM Australia or any of its assets;
- (c) The divestment of entities owned or controlled by IJM Australia; and
- (d) The commencement of a lawsuit or other legal proceeding against any person or entity.
- (e) The adoption by the Board of any organizational strategic plan for the limited purpose of ensuring its appropriate alignment to the overall strategic plans and objectives of IJM Global;  
Any other actions which, by law, are required to be approved by IJM Global.

##### **Section 2. Cessation of membership and admission of replacement Member**

2.1 IJM Global ceases to be a Member on it passing a resolution to admit another person as a Member in its place, subject to that person:

- (a) consenting to become a Member; and

- (b) having its name entered on the register of members under the Corporations Act (the “Register”).

2.2 If IJM Global is subject to an Insolvency Event, it ceases to be a Member and the Board of Directors shall immediately admit another person as the replacement Member, subject to that person:

- (a) consenting to become a Member; and
- (b) having its name entered on the Register.

2.3 For the purposes of Section 2.2, an Insolvency Event occurs where:

- (a) an order is made or a resolution is passed by creditors for the winding up, dissolution or external administration of IJM Global;
- (b) IJM Global enters into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them; or
- (c) a controller, receiver, receiver and manager, official manager or other external administrator is appointed to IJM Global.

## **ARTICLE VI – CONTRACTS, CHEQUES, DRAFTS AND BANK ACCOUNTS**

### **Section 1. Execution of Contracts.**

Documents executed for and on behalf of IJM Australia must be executed by:

- (a) two (2) Directors;
- (b) a Director and the Secretary; or
- (c) such other persons using a power of attorney from the person required to sign the document, as the Directors by resolution appoint from time to time.

### **Section 2. Loans.**

No loans shall be contracted on behalf of IJM Australia unless specifically authorized by the Board. No loan may be made to any Director or officer.

### **Section 3. Cheques, Drafts, etc.**

All cheques, drafts and other orders for the payment of money out of the funds of IJM Australia, and all notes or other evidences of indebtedness of IJM Australia, shall be signed on behalf of IJM Australia in such manner as shall from time to time be determined by resolution of the Board.

### **Section 4. Deposits.**

All funds of IJM Australia not otherwise employed shall be deposited from time to time to the credit of IJM Australia in such banks, trust companies, or other depositories as the Board may select.

### **Section 5. Investments.**

The funds of IJM Australia may be retained in whole or in part in cash, or may be invested and reinvested from time to time in such property, real, personal, or otherwise, including stocks, bonds or other securities as the Board shall determine.

#### **Section 6. Conflicts of Interest.**

The Board shall adopt and abide by a conflicts of interest policy compliant with applicable law.

#### **Section 7. Accounts**

The Board must cause proper financial records to be kept and, if required by a law, regulation or guideline applicable to IJM Australia or otherwise considered by the Board to be appropriate, cause the accounts of IJM Australia to be audited or reviewed accordingly. The Board must distribute to IJM Global a copy of the annual financial reports of IJM Australia accompanied by a copy of the report of the auditor or reviewer (as required) and report of the Board in accordance with the requirements of a relevant law, regulation or guideline.

#### **Section 8. Inspection of records by IJM Global**

IJM Global may inspect any accounting record or document of IJM Australia, and the Directors may determine at what times and places and under what conditions, the accounting records and other documents of IJM Australia or any of them will be open to inspection by IJM Global.

#### **Section 9. Delegation of Directors' Powers**

9.1 The Directors may delegate any of their powers and functions to a committee, a Director, an employee of IJM Australia (such as the Chief Executive Officer) or any other person, as they consider appropriate.

9.2 The delegation must be recorded in IJM Australia's minute book.

### **ARTICLE VII – INDEMNIFICATION AND INSURANCE**

#### **Section 1. Indemnity**

1.1 IJM Australia must indemnify any current or former Director, Secretary or executive officer of IJM Australia out of the property of IJM Australia against every liability incurred by the person in that capacity; and all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity; except to the extent that:

- (a) IJM Australia is forbidden by law (including the Corporations Act) to indemnify the person against the liability or legal costs;
- (b) an indemnity by IJM Australia of the person against the liability or legal costs would, if given, be made void by any law; or
- (c) the person is entitled to be, and is actually, indemnified by another person (including an insurer under any insurance policy).

1.2 The indemnity is a continuing obligation and is enforceable by a person even though they are no longer a Director, Secretary or executive officer of IJM Australia.

## **Section 2. Insurance**

IJM Australia may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director, secretary, or executive officer of IJM Australia against liability arising out of conduct by the person in that capacity (“Relevant Conduct”), including a liability for legal costs, unless:

- (a) IJM Australia is forbidden by law to pay or agree to pay the premium in respect of the Relevant Conduct (whether or not the law applies in the particular case); or
- (b) the contract would, if IJM Australia paid the premium, be made void by any law (including the Corporations Act).

## **Section 3. Agreements**

IJM Australia may enter into an agreement with a person referred to in section 1 or section 2 above with respect to the matters covered by these clauses. An agreement entered into pursuant to this section may include provisions relating to rights of access to the books of IJM Australia conferred by the Corporations Act or otherwise by law.

# **ARTICLE VIII - GENERAL**

## **Section 1. Fiscal Year.**

The fiscal year of IJM Australia shall be fixed by, and may from time to time be changed, by resolution of the Board.

## **Section 2. Principal Office.**

The principal office of IJM Australia shall be fixed by, and may from time to time be changed, by resolution of the Board.

## **Section 3. Other Offices.**

IJM Australia may also have offices at such other places as the Board may from time to time determine or the activities of IJM Australia may require.

#### **Section 4. Writings.**

4.1 Whenever in this Constitution there is reference to a communication in writing, such term shall include email or transmission by other means by which the communication may be recorded and printed or saved.

4.2 Where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions, or in any other manner approved by the Directors.

#### **Section 5. Compensation.**

It is the policy of IJM Australia to pay no more than reasonable compensation for services rendered to IJM Australia. The Board shall have sole authority to determine the reasonableness of compensation paid by IJM Australia to any party.

#### **Section 6. Service of documents**

6.1 IJM Australia may give a document, including a notice, to IJM Global:

- (a) by sending it by post to the address for IJM Global in the Register or an alternative address nominated by IJM Global; or
- (b) by sending it to an electronic address nominated by IJM Global.

6.2 A document sent by post:

- (c) if sent to an address in Australia, may be sent by ordinary post and is taken to have been received 2 business days after the date of its posting; and
- (d) if sent to an address outside Australia, must be sent by airmail and is taken to have been received on the 7th business day after the date of its posting.

6.3 If a document is sent by electronic transmission, delivery of the document is taken:

- (e) to be effected by properly addressing and transmitting the electronic transmission; and
- (f) to have been delivered on the day following its transmission.

6.4 A certificate in writing signed by a Director or a Secretary stating that a document was sent to IJM Global by post or electronic transmission on a particular date is prima facie evidence that the document was so sent on that date.



## **Section 7. Australian Council for International Development (ACFID) Membership**

IJM Australia must, at all times, ensure it meets the principles and obligations set out under the ACFID Code of Conduct, as amended from time to time.

## **Section 8. Interpretations**

In this Constitution, unless the contrary intention appears:

- (a) words importing any gender include all other genders;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a law includes regulations and instruments made under the law;
- (d) a reference to a section is a reference to a section in this Constitution unless otherwise stated;
- (e) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise;
- (f) a reference to a person includes a natural person, corporation or other body corporate;
- (g) “writing” and ”written” includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (h) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia.

## **ARTICLE IX - AMENDMENTS**

This Constitution may only be amended or replaced with the agreement of both IJM Global and a vote in favour of the amendment or replacement by not less than two-thirds (2/3) of the entire Board. If that agreement is reached, then the Constitution is to be amended or replaced by a resolution of IJM Global that gives effect to the agreement. Any modification of this constitution takes effect on the date the resolution is recorded and signed by IJM Global in accordance with this Article IX, or any later date specified, or provided for, in the resolution.

## **ARTICLE X - DEFINITIONS**

In this Constitution, unless a contrary intention appears:

**Charities Act** means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth)

**Company** means IJM Australia Ltd being an Australian public company limited by guarantee established under the Corporations Act which bears the ACN 164 514 694.

**Constitution** means this constitution as amended from time to time.

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

**Director** means an individual holding office as a Director of IJM Australia.

**Directors** means some or all of the Directors acting as a Board.

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

**Member** means a person or company entered on the Register of IJM Australia as a Member.

**Object** means the object of IJM Australia as set out in clause 2.

**Register** means the register of members under the Corporations Act and if appropriate includes a branch register.

I CERTIFY THAT THIS CONSTITUTION WAS RECOMMENDED BY  
MAJORITY VOTE OF THE BOARD OF DIRECTORS ON

3 March, 2022, AND ADOPTED BY SPECIAL  
RESOLUTION OF THE MEMBERS ON 3 March, 2022

Signature

Name, Title

Date: \_\_\_\_\_, 20\_\_\_\_

3rd Mar 2022

LINDSAY McMillan  
CHAIRMAN