

Constitution
of
Perth Meditation Group Limited
(A company limited by Guarantee not having
share capital)

ACN 655 953 450

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Corporations Act

Company Limited by Guarantee

Constitution of

Perth Meditation Group Limited

**(A company limited by Guarantee not having
share capital)**

A. NAME AND OBJECTS

1. Name and establishment

The name of the Company Limited by Guarantee is Perth Meditation Group Limited.

2. Objects

The objects of the Company Limited by Guarantee are to advance religion by supporting and promoting the spiritual and religious works of SRF in Australia by, but not limited to:

- (a) promoting the principles and doctrines of SRF contained in the Aims and Ideals;
- (b) conducting regular church and meditation Services on a weekly basis;
- (c) holding classes and services for children and teens, one-day and weekend retreats, and gatherings for social and fellowship purposes;
- (d) bringing together truth-seeking souls to search for and find God through application of the divine law of united concentration in meditation as taught by Paramahansa Yogananda;
- (e) helping to hasten the spiritual progress of Members by offering them the opportunity to participate in group spiritual activities and fellowship that will help inspire them to make a greater effort through the uplifting power of united concentration in meditation;
- (f) supporting speaking tours by ministers from SRF and engaging in various other public outreach activities approved by SRF in furtherance of its religious and charitable purposes;
- (g) providing financial support for the charitable activities of SRF;
- (h) acting as trustee of funds established for charitable purposes consistent with the Company Limited by Guarantee's objects, such as a building fund operated by the Company Limited by Guarantee; and

The Services and activities referred to in paragraphs (b) and (c) are open to all regardless of age, race, colour, creed, gender, national or ethnic origin, or physical or mental disability, so long as they, through their own effort, are able to participate without undue disruption to the Services or the activities.

3. Aims and Ideals promulgated by Paramahansa Yogananda

- (a) To disseminate among the nations a knowledge of definite scientific techniques for attaining direct personal experience of God.
- (b) To teach that the purpose of life is the evolution, through self-effort, of man's limited mortal consciousness into God Consciousness; and to this end to establish Self-Realization Fellowship temples for God-communion throughout the world, and to encourage the establishment of individual temples of God in the homes and in the hearts of men.
- (c) To reveal the complete harmony and basic oneness of original Christianity as taught by Jesus Christ and original Yoga as taught by Bhagavan Krishna; and to show that these principles of truth are the common scientific foundation of all true religions.
- (d) To point out the one divine highway to which all paths of true religious beliefs eventually lead: the highway of daily, scientific, devotional meditation on God.
- (e) To liberate man from his threefold suffering: physical disease, mental inharmonies, and spiritual ignorance.
- (f) To encourage "plain living and high thinking"; and to spread a spirit of brotherhood among all peoples by teaching the eternal basis of their unity: kinship with God.
- (g) To demonstrate the superiority of mind over body, of soul over mind.
- (h) To overcome evil by good, sorrow by joy, cruelty by kindness, ignorance by wisdom.
- (i) To unite science and religion through realization of the unity of their underlying principles.
- (j) To advocate cultural and spiritual understanding between East and West, and the exchange of their finest distinctive features.
- (k) To serve mankind as one's larger Self.

4. Separate Legal Entity

Although the Company Limited by Guarantee supports SRF's worldwide mission, receives guidance from SRF on the operation of its religious services and activities, and supports the objects of SRF as expressed in the Aims and Ideals through its own religious services and activities within Australia, the Company Limited by Guarantee is a separate legal entity to SRF.

5. Prohibited Activity

The Company Limited by Guarantee must not engage in activities such as:

- (a) promoting or opposing a political party or a candidate for political office;
- (b) engaging in political propaganda; and

- (c) attempting to influence legislation.

6. Use of Income and Property

The Company Limited by Guarantee's income and property is to be applied solely towards the promotion of the Company Limited by Guarantee's Objects as set out in this Constitution. No part of the Company Limited by Guarantee'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 Limited by Guarantee. However, this clause does not prevent:

- (a) the payment in good faith of remuneration to any employee of the Company Limited by Guarantee or to any Member or other person in return for any services actually rendered to the Company Limited by Guarantee;
- (b) the payment to a member in carrying out the Company Limited by Guarantee's charitable purposes;
- (c) the payment to a member of the Coordination Committee of out-of-pocket expenses incurred in carrying out the duties of a member of the Coordination Committee where the payments do not exceed an amount previously approved by the Coordination Committee;
- (d) the payment to a member of the Coordination Committee for any service rendered to the Company Limited by Guarantee in a professional or technical capacity where:
 - (i) the provision of that service has the prior approval of the Coordination Committee; and
 - (ii) the amount payable is approved by a resolution of the Coordination Committee and is on reasonable commercial terms;
- (e) the payment to a member of the Coordination Committee as an employee of the Company Limited by Guarantee where the terms of employment have been approved by a resolution of the Coordination Committee;
- (f) the payment to Members of reasonable market rent for premises leased by any Member to the Company Limited by Guarantee.

7. Winding Up

- (a) Subject to the prior approval of SRF, the Company Limited by Guarantee may be wound up or dissolved by a Special Resolution of the Members.
- (b) SRF may request that the Company Limited by Guarantee be wound up or dissolved, at which point the Members must meet to determine whether or not to wind up or dissolve the Company Limited by Guarantee.
- (c) If, on the Company Limited by Guarantee'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 SRF (unless contrary to any Australian law) or such other institution or institutions approved by SRF and the Members that:
 - (i) have objects similar to the Company Limited by Guarantee's Objects;

- (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 Limited by Guarantee under Clause 6; and
 - (iii) have been endorsed by the Australian Commissioner of Taxation as Income Tax Exempt Charities.
- (d) Such institution or institutions are to be determined by SRF and the Members at or before the time of dissolution and, in default, by the Chief Judge in Equity of the Supreme Court of Western Australia or such other Judge of that Court or any other Court as may have or acquire jurisdiction in the matter.
- (e) 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.
- (f) Where the Company Limited by Guarantee has established a tax deductible gift fund such as a public fund, building fund, library fund or scholarship fund and has been endorsed under Subdivision 30-BA of the *Income Tax Assessment Act 1997* as a deductible gift recipient in relation to that or any other fund then where:
 - (i) the Company Limited by Guarantee is wound up, or
 - (ii) the gift fund is wound up, or
 - (iii) the endorsement under Subdivision 30-BA of the *Income Tax Assessment Act 1997* is revoked,
 the money in the gift fund, or funds where the Company Limited by Guarantee is wound up, must be transferred to an endorsed deductible gift recipient approved by SRF and the Members.
- (g) Where the Company Limited by Guarantee operates more than one gift fund for which it is a deductible gift recipient and its endorsement under Subdivision 30-BA of the *Income Tax Assessment Act 1997* is revoked only in relation to one of those gift funds then it may transfer the funds to any other gift fund for which it is endorsed as a deductible gift recipient.

B. MEMBERSHIP

8. Members

A Member of the Company Limited by Guarantee is a natural person who:

- (a) has attained the age of 18;
- (b) has enrolled as a student of SRF Lessons and been issued with and continues to hold a student number;
- (c) accepts and upholds the Aims and Ideals, the teachings of Paramahansa Yogananda and the spiritual principles stated in his teachings;
- (d) attends an average of at least four Services per month over the six months immediately prior to applying for membership, unless exempted from this requirement by the Coordination Committee;
- (e) accepts and upholds the principles of this Constitution;
- (f) accepts and upholds the decisions of the Coordination Committee; and

- (g) has applied for Membership in accordance with this Constitution and been approved for registration as a Member by the Coordination Committee.

9. Categories of Membership

- (a) At the time of incorporation, all Members are ordinary Members.
- (b) Kriyaban Members are ordinary Members who have received from SRF the spiritual baptism of Kriya Yoga Initiation.
- (c) Additional categories of Members may be created from time to time by the Coordination Committee.

10. Application for Membership

- (a) Any natural person who satisfies the criteria in clause 8 at the date of application may apply for ordinary Membership of the Company Limited by Guarantee.
- (b) An application for Membership must be in writing in a form approved by the Coordination Committee.

11. Admission to Membership

- (a) As soon as practicable after the Company Limited by Guarantee receives an application for Membership which satisfies the requirements of this Constitution, the Coordination Committee must determine whether an application for membership meets the requirements of clause 8.
- (b) If the Coordination Committee determines that an application for membership meets the requirements of clause 8, the Coordination Committee must:
 - (i) notify the applicant of admission in writing; and
 - (ii) enter the name and details of the applicant in the Register.
- (c) In addition to paragraph (b), the Coordination Committee may acknowledge new Members at a general meeting of the Members.
- (d) If the Coordination Committee refuses a person's application for membership, that person may appeal that decision to SRF. SRF's determination of that person's membership application is binding on the Company Limited by Guarantee.

12. Cessation of Membership

- (a) Any Member may by notice to the 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.
- (b) The Coordination Committee may by resolution of at least three-quarters of its members suspend or expel a Member of the Company Limited by Guarantee from the Company Limited by Guarantee if the Member:
 - (i) wilfully refuses or neglects to comply with the provisions of this Constitution; or
 - (ii) in the Coordination Committee's opinion, ceases to:
 - (A) have an active interest in the Company Limited by Guarantee; or
 - (B) comply with the requirements of clause 8; or

- (iii) is found by the Coordination Committee to have made statements or conducted himself or herself in such a way as to discredit or bring into disrepute either himself or herself, the Company Limited by Guarantee, or any Member of the Company Limited by Guarantee, or SRF.
- (c) Before resolving to suspend or expel a Member, the Coordination Committee must give the Member:
 - (i) at least one week's notice of the Coordination Committee meeting at which the resolution for suspension or expulsion is to be put and of the intended resolution for suspension or expulsion; and
 - (ii) 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.
- (d) If the Coordination Committee resolves to suspend or expel a Member, that person may, within 14 days of receiving notice from the Coordination Committee of the suspension or expulsion, appeal that decision to SRF. SRF's decision is final and is binding on the Company Limited by Guarantee.

13. Liability

The liability of the Members is limited. Every Member of the Company Limited by Guarantee undertakes to contribute such amount as may be required not exceeding \$10.00 to the assets of the Company Limited by Guarantee if the Company Limited by Guarantee 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 Limited by Guarantee contracted before the time he or she ceased to be Member;
- (b) the costs, charges and expenses of winding up the Company Limited by Guarantee; and
- (c) the adjustment of the rights of the Members among themselves.

C. GENERAL MEETINGS

14. General Meetings

- (a) A general meeting is a meeting of the Members.
- (b) The Coordination Committee may, at any time, call and hold a general meeting.
- (c) The Coordination Committee must call and hold 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 Coordination Committee.
- (d) Members may request the calling of, or may call and hold, a general meeting in accordance with the *Corporations Act*.

15. Notice of General Meetings

- (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 16(a)(i) and 16(a)(ii).
- (d) The Coordination Committee may postpone or cancel any general meeting whenever it thinks fit, other than a meeting convened under paragraph 14(d).
- (e) The Coordination Committee 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.

16. Annual General Meetings

- (a) The business of the annual general meeting is to:
 - (i) receive and consider the reports of the Coordination Committee and, if applicable, of the Company Limited by Guarantee's Auditor required by the *Corporations Act*;
 - (ii) when relevant, appoint and fix the remuneration of the Company Limited by Guarantee's Auditor; and
 - (iii) transact any other business which under this Constitution may be transacted at a general meeting.

17. Quorum at General Meetings

- (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.
- (b) A quorum of Members is not fewer than 50% of the Members entitled to vote, which shall be determined by the Secretary of the Company Limited by Guarantee with reference to the Register.
- (c) 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:
 - (A) it stands adjourned to the same time and place 7 days after the meeting, or to another day, time and place determined by the Coordination Committee; and

- (B) 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.

18. Chair of General Meetings

The Company Limited by Guarantee Coordinator presides as chair at every general meeting. If the Company Limited by Guarantee Coordinator or Deputy Company Limited by Guarantee Coordinator is not 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.

19. Adjournment of General Meetings

- (a) The chair of a meeting at which a quorum is present:
 - (i) in his or her discretion may adjourn a meeting with the meeting's consent; and
 - (ii) must adjourn a meeting if the meeting directs him or her 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.

20. Business at General Meetings

- (a) The following matters must be determined by the Members at General Meetings:
 - (i) the election of service readers, teachers and Sunday school volunteers, provided that such persons have not served for more than three consecutive years in the same capacity, unless a longer term is approved by the Coordination Committee and SRF;
 - (ii) any decision pertaining to a lease, purchase or construction of the premises or facilities used by the Company Limited by Guarantee for Services;
 - (iii) any decision pertaining to the investment of the assets of the Company Limited by Guarantee, except where the decision relates to the investment or holding of funds in an Authorised Deposit-taking Institution approved by the Australian Prudential Regulation Authority; and
 - (iv) any expenditure of the Company Limited by Guarantee over \$1,000.00, other than the normal costs of the Company Limited by Guarantee's operations including, but not limited to, the payment of utilities, rent for the premises where the Company Limited by Guarantee conducts Services, the cost of

building maintenance, insurance premiums, the purchase of books and other materials from SRF and the maintenance of any book store or library managed by the Company Limited by Guarantee.

- (b) The Secretary must give SRF notice of resolutions passed by the Members in relation to the matters listed in paragraph (a). If SRF has serious concerns about a resolution being inconsistent with the Company Limited by Guarantee's Objects or its best interests, SRF may, within 7 days of receiving notice of the resolution, give written notice to the Company Limited by Guarantee Coordinator that the resolution is stayed provided that this does not prevent the Company Limited by Guarantee or the Coordination Committee from fulfilling their legal or fiduciary obligations. If a resolution is stayed in this way, the resolution is of no effect unless and until it is approved by the Members at a subsequent general meeting which must take place within 35 days of receipt by the Company Limited by Guarantee Coordinator of the notice staying the resolution by SRF.
- (c) For the purposes of subparagraphs (ii), (iii) and (iv) of paragraph (a), the Coordination Committee may submit an annual budget to the Members for approval at any general meeting including the Annual General Meeting provided that the Coordination Committee has first obtained the approval of SRF to that budget. If a budget has been approved by SRF and then by the Members, a decision or expenditure by the Coordination Committee in conformity with the budget does not require approval by SRF or determination by the Members pursuant to paragraph (a). An amount spent or an investment conforms with the budget if it is within \$1,000.00 of the corresponding amount in the budget.

21. Resolutions and Polls at General Meetings

- (a) Subject to the *Corporations Act* 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;
 - (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 meeting,

are 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.
- (j)
 - (i) 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.
 - (ii) A challenge to a right to vote at a general meeting may only be made at the meeting.
 - (iii) The chair must determine such challenge and such determination, if made in good faith, is final.

22. Chair's Casting Vote at General Meetings

In the case of an equality of votes, the chair does not have a casting vote.

23. Right to Vote at General Meetings

Every Member has one vote.

24. Proxy

- (a) A Member may by notice to the Secretary appoint another person as his or her proxy to attend and vote at general meetings instead of him or her and any proxy has the same right as the Member to speak at the meeting. A proxy is not entitled to vote on a show of hands, but is entitled to vote on a poll and may make or join in the demand for a poll in accordance with clause 21.
- (b) The notice must be in a form approved by the Coordination Committee.
- (c) The notice must be signed by the appointor or by his or her attorney.
- (d) 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.
- (e)
 - (i) 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 Limited by Guarantee at least 48 hours before the meeting.
 - (ii) If an Company Limited by Guarantee meeting has been adjourned, a notice and any authority received by the Company Limited by Guarantee at least 48 hours before the resumption of the meeting are effective for the resumed part of the meeting.

- (f) A proxy instrument received at an electronic address specified in the notice of meeting for the receipt of proxy instruments will be taken to have been signed if the appointment of the proxy:
 - (i) includes or is accompanied by a personal identification code allocated by the Company Limited by Guarantee to the Member making the appointment; or
 - (ii) has been authorised by the Member in another manner approved by the Coordination Committee and specified in or with the notice of meeting.

D. MANAGEMENT AND THE COORDINATION COMMITTEE

25. Management of the Company Limited by Guarantee

The Company Limited by Guarantee's business is managed by or under the direction of the Coordination Committee which may exercise all the Company Limited by Guarantee's powers which are not required by this Constitution or any law to be exercised by the Company Limited by Guarantee in general meeting.

26. Composition of the Coordination Committee

- (a) The Coordination Committee consists of at least three but not more than seven Members of whom at least two must ordinarily reside in Australia.
- (b) The first Coordination Committee consists of Janette Margaret Barrett, John Victor Hadrys and Jayant Eknath Mehendale.
- (c) Subject to this Constitution, SRF is to appoint the members of the Coordination Committee.
- (d) A person is not eligible for appointment by SRF as a member of the Coordination Committee:
 - (i) unless the person is a Member;
 - (ii) if the spouse, a child, a sibling, a parent or a cousin of the person is at that time a member of the Coordination Committee;
 - (iii) unless the person has signed a commitment to the Company Limited by Guarantee's Objects.
- (e) If at any time there are fewer than three members of the Coordination Committee, the Coordination Committee may meet and act only:
 - (i) to request that SRF appoint a member or members of the Coordination Committee; or
 - (ii) to convene a general meeting.

27. Defect in Appointment

If it is discovered that:

- (a) there was a defect in the appointment of a person as a member of the Coordination Committee or member of a Coordination Committee committee; or

- (b) a person appointed to one of those positions was disqualified;

all acts of the Coordination Committee or the Coordination Committee committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

28. Reimbursement of Coordination Committee Expenses

The Coordination Committee may be paid all reasonable travelling and other expenses properly incurred by them in attending and returning from Coordination Committee meetings or any committee meetings or general meetings or otherwise in connection with the Company Limited by Guarantee's business, subject to the prior approval of the Coordination Committee.

29. Officers of the Company Limited by Guarantee

- (a) At the first Coordination Committee meeting after each annual general meeting, the members of the Coordination Committee must elect from among themselves the following officers of the Company Limited by Guarantee:
 - (i) the Company Limited by Guarantee Coordinator;
 - (ii) the Company Limited by Guarantee Deputy Coordinator; and
 - (iii) the Company Limited by Guarantee Treasurer.
- (b) The Company Limited by Guarantee Coordinator is the chair of the Coordination Committee and is responsible for communicating with SRF on behalf of the Coordination Committee.
- (c) The Company Limited by Guarantee Coordinator and the Company Limited by Guarantee Deputy Coordinator must not hold office for more than three consecutive years. The Company Limited by Guarantee Treasurer must not hold office for more than four consecutive years.
- (d) If any officer ceases to be a member of the Coordination Committee, that person must immediately vacate his or her office.
- (e) Any casual vacancy occurring among the officers must be filled by the Coordination Committee. The newly elected person holds office for the remainder of the term of office of the former officer but is eligible for re-election.

30. Vacation of Office of Member of the Coordination Committee

The office of a member of the Coordination Committee is vacated if that member of the Coordination Committee:

- (a) dies;
- (b) resigns by notice to the Company Limited by Guarantee;
- (c) becomes bankrupt or, as the debtor, becomes a party to a personal insolvency agreement;
- (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 Coordination Committee without leave of the Coordination Committee;
- (f) ceases to be a Member of the Company Limited by Guarantee;
- (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 not-for-profit entities, charities or trusts;
- (h) is removed at the direction of SRF; or
- (i) otherwise ceases to be, or becomes prohibited from being, a member of the Coordination Committee by virtue of the *Corporations Act* or the *Australian Charities and Not-for-profits Commission Act*.

31. Secrecy Obligations

Every member of the Coordination Committee and other agent or officer of the Company Limited by Guarantee must keep secret all aspects of all transactions of the Company Limited by Guarantee, except:

- (a) to the extent necessary to enable the person to perform his or her duties to the Company Limited by Guarantee;
- (b) as required by law;
- (c) when requested to disclose information by the Coordination Committee to the Company Limited by Guarantee's Auditor or a general meeting of the Company Limited by Guarantee; or
- (d) as otherwise permitted by the Coordination Committee.

32. Proceedings of the Coordination Committee

- (a) The Coordination Committee may meet together for the dispatch of business, adjourn or otherwise regulate its meetings and proceedings as it thinks fit.
- (b) Normally, a Coordination Committee meeting is called by the Company Limited by Guarantee Coordinator giving at least 14 days' notice to the other members of the Coordination Committee.
- (c)
 - (i) A Coordination Committee meeting may be held by the Coordination Committee communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
 - (ii) The Coordination Committee need not all be physically present in the same place for a Coordination Committee meeting to be held.
 - (iii) A member of the Coordination Committee who participates in a meeting held in accordance with this clause is taken to be present and entitled to vote at the meeting.

33. Coordination Committee Quorum

The quorum necessary for the transaction of the business of the Coordination Committee is a majority of the members of the Coordination Committee.

34. Chair of Coordination Committee Meetings

The Company Limited by Guarantee Coordinator or, in his or her absence, the Company Limited by Guarantee Deputy Coordinator must take the chair at all Coordination Committee meetings. If at any meeting neither of such officers is present within 10 minutes after the time appointed for holding the meeting, the Coordination Committee present must choose one of their members to chair the meeting.

35. Voting at Coordination Committee Meetings

Questions arising at a Coordination Committee meeting are decided by a majority of the votes of the Coordination Committee present and voting. In case of an equality of votes, the chair of the meeting does not have a casting vote in addition to his or her deliberative vote.

36. Convening of Special Coordination Committee Meetings

Upon the written requisition of any two members of the Coordination Committee, the Company Limited by Guarantee Coordinator, or Company Limited by Guarantee Deputy Coordinator, or in their absence the Secretary, must convene a special meeting of the Coordination Committee 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.

37. Coordination Committee Resolutions without a Meeting

- (a) If all the members of the Coordination Committee, 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 taken to have been passed at a Coordination Committee meeting held on the day on which the Secretary, or other officer authorised by the Coordination Committee to collect such documents, received the document signed by all the Coordination Committee.
- (b) For the purposes of paragraph (a):
 - (i) two or more identical documents, each of which is signed by one or more members of the Coordination Committee, together constitute one document signed by those members of the Coordination Committee; and
 - (ii) the reference to all the members of the Coordination Committee excludes any member of the Coordination Committee who, at the time the statement is provided or sent, is on leave of absence formally approved by the Coordination Committee.
- (c) Any document referred to in this clause may be in the form of electronic mail or facsimile transmission.
- (d) The minutes of Coordination Committee meetings must record that a meeting was held in accordance with this clause.
- (e) This clause applies to meetings of Coordination Committee committees as if all Members of the committee were members of the Coordination Committee.

38. Material Personal Interest

- (a) Unless permitted by the *Corporations Act*, a member of the Coordination Committee who has a material personal interest in a matter that is to be considered at a Coordination Committee 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 member of the Coordination Committee has as a Member in common with the other Members.
- (c) The quorum for consideration at a Coordination Committee meeting of a matter in which one or more members of the Coordination Committee have a material personal interest is a majority of the members of the Coordination Committee who are entitled to vote on any motion that may be moved at the meeting in relation to that matter.
- (d) Each member of the Coordination Committee must disclose to the Company Limited by Guarantee any material contract in which the member of the Coordination Committee is interested, and must provide the Company Limited by Guarantee with the names of the parties to the contract, particulars of the contract, and the member of the Coordination Committee's interest in the contract.
- (e) A member of the Coordination Committee's failure to make disclosure under this clause does not render void or voidable a contract in which the member of the Coordination Committee has an interest.

39. By-laws

- (a) The Coordination Committee may pass a resolution to make by-laws to give effect to this Constitution.
- (b) Members and the members of the Coordination Committee must comply with by-laws as if they were part of this Constitution.

40. Minutes

- (a) The Coordination Committee must cause minutes to be made of:
 - (i) the names of the Coordination Committee present at all general meetings, Coordination Committee meetings and meetings of Coordination Committee subcommittees;
 - (ii) all proceedings of general meetings, Coordination Committee meetings and meetings of Coordination Committee subcommittees;
 - (iii) all appointments of officers;
 - (iv) all orders made by the Coordination Committee and Coordination Committee subcommittees; and
 - (v) all disclosures of interests made pursuant to clause 38.

- (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 of that body conclusive evidence of the matters stated in such minutes.

41. Subcommittees

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

42. Secretary

- (a) The Coordination Committee must appoint a Secretary for such term, at such remuneration (if any) and upon such conditions as it thinks fit.
- (b) The Secretary may be removed by the Coordination Committee either on its own initiative or at the request of SRF.

43. Indemnity

- (a) Each member of the Coordination Committee and any other officer of the Company Limited by Guarantee (all of whom are in this clause now referred to as an officer) is, to the maximum extent permitted by law, indemnified out of the property of the Company Limited by Guarantee against any liability the officer may incur to another person as such an officer, except to the extent the liability is any of the following:
 - (i) a liability owed to the Company Limited by Guarantee or a related body corporate;
 - (ii) a liability for a pecuniary penalty order under section 1317G of the *Corporations Act* or a compensation order under sections 1317H or 1317HA of the *Corporations Act*; or
 - (iii) a liability that is owed to someone other than the Company Limited by Guarantee or a related body corporate and did not arise out of conduct in good faith.

This clause does not apply to a liability for legal costs.

- (b) Each officer is, to the maximum extent permitted by law, indemnified out of the property of the Company Limited by Guarantee against any liability for legal costs the officer may incur as such an officer, except to the extent the liability is a liability for legal costs incurred in defending an action for a liability incurred as such an officer and the costs are incurred:
 - (i) in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under the previous clause;

- (ii) in defending or resisting criminal proceedings in which the officer is found guilty;
- (iii) in defending or resisting proceedings brought by the Australian Securities and Investments Commission or a liquidator for a court order if the grounds for making the order are found by the court to have been established; or
- (iv) in connection with proceedings for relief to the officer under the *Corporations Act* in which the court denies the relief.

Paragraph 43(b)(iii) does not apply to costs incurred in responding to actions taken by the Australian Securities and Investments Commission or a liquidator as part of an investigation before commencing proceedings for the court order.

- (c) For the purposes of the previous clause, the outcome of proceedings is the outcome of the proceedings and any appeal in relation to the proceedings.
- (d) Clause 43(a) and 43(b) are separate and independent indemnities and one is not to be read down by reference to the other.
- (e) The Company Limited by Guarantee may pay a premium in respect of a contract insuring a person who is or has been an officer of the Company Limited by Guarantee against a liability incurred by the person as an officer of the Company Limited by Guarantee except in circumstances prohibited by the *Corporations Act*.

E. FINANCIAL REPORT AND NOTICES

44. Financial Report

- (a) If required by the *Corporations Act* or the *Australian Charities and Not-for-profits Commission Act*:
 - (i) the Coordination Committee must cause the Company Limited by Guarantee to prepare a financial report of the Company Limited by Guarantee's business in accordance with those Acts;
 - (ii) the Coordination Committee must cause the financial report to be:
 - (A) reviewed or audited; and
 - (B) laid before the annual general meeting of the Company Limited by Guarantee; and
 - (iii) a copy of the financial report must be sent to all persons entitled to it.
- (b) The financial report when audited or reviewed (and, if required, approved by a general meeting) is conclusive except as regards any material error discovered in the report within six months next after its approval. Whenever any material error is discovered within that period, the financial report must immediately be corrected and then it is conclusive.
- (c) A copy of the financial report must be sent to SRF.

45. Financial Year

The financial year of the Company Limited by Guarantee is from 1 July to 30 June.

46. Notices

- (a) Notices must be in writing.
- (b) A notice may be served by the Company Limited by Guarantee on a Member by any of the following methods:
 - (i) by serving it personally on the Member;
 - (ii) by leaving it at the registered address;
 - (iii) by sending it by post in a prepaid envelope addressed to the Member at the registered address;
 - (iv) by sending it by facsimile transmission to a facsimile number nominated by the Member for the purpose of serving notices on the Member; or
 - (v) by sending it by electronic mail to an electronic mail address nominated by the Member for the purpose of serving notices on the Member.
- (c) Each Member whose registered address is not in Australia may notify the Company Limited by Guarantee of an address in Australia which is taken to be that Member's registered address for the purpose of serving notice.
- (d) Any notice sent by post, air-mail or air courier is taken to have been served on the fifth business day following that on which the envelope containing the notice is posted or delivered to the air courier. In proving service, it is sufficient to prove that the envelope 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 Limited by Guarantee that the envelope containing the notice was so addressed and posted is conclusive.
- (e) Any notice sent by facsimile transmission or electronic mail is taken to have been served when the transmission is sent.
- (f) Any notice sent by post to or left at the registered address is taken to have been properly served even if the Member is then dead or bankrupt and whether or not the Company Limited by Guarantee has notice of the death or bankruptcy.
- (g) The signature to any notice given by the Company Limited by Guarantee may be written or printed or a facsimile of the signature may be affixed by mechanical or other means.
- (h) 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.

F. INTERPRETATION

47. Definitions

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

"Company Limited by Guarantee" means Perth Meditation Group Limited.

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

"Coordination Committee" means the Company Limited by Guarantee's board of directors assembled at a meeting of directors in accordance with this Constitution.

"Members" means the people shown as Members on the Register.

"Notice" includes all written communications to Members.

"Office" means the Company Limited by Guarantee's registered office.

"Register" means the Company Limited by Guarantee's register of Members.

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

"Secretary" means any person appointed by the Coordination Committee to perform the duties of a secretary of the Company Limited by Guarantee and includes an Honorary Secretary.

"Services" means the services listed in the SRF *Manual of Services*, including devotional services, inspirational services, meditation services, day-long meditation services, reading services and commemoration services.

"Special Resolution" means a resolution:

- (a) of which the required notice has been given; and
- (b) that has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution.

"SRF" means the Self-Realization Fellowship Church, the organisation founded by Paramahansa Yogananda, whose international headquarters are, as at the date of this Constitution, situated at 3880 San Rafael Avenue, Los Angeles, California, 90065 USA.

48. Interpretation

- (a) Words importing the singular number include the plural and the converse applies.
- (b) Words importing persons include corporations, companies, Company Limited by Guarantees and institutions.
- (c) A reference to the *Corporations Act* is a reference to the *Corporations Act* 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.
- (e) Notes throughout this Constitution are for guidance only and do not affect the construction of this Constitution nor do they form part of it.

49. Application of *Corporations Act*

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 Act* which deals with the same matter as this Constitution;
- (b) an expression which is given a general meaning by the *Corporations Act* has the same meaning in this Constitution; and

(c) the replaceable rules set out in the *Corporations Act* do not apply.

50. Changes to Constitution

No addition, alteration or omission may be made to this Constitution unless the same has been previously submitted to and approved by SRF.

Note: After approval pursuant to this clause has been obtained, the Company Limited by Guarantee must still hold a general meeting to pass a Special Resolution to change the Constitution.

51. Review of Constitution

The Coordination Committee is normally expected to review this Constitution at least once every five years.