
Constitution

Australian Zionist Youth Council Inc
ABN 49 080 566 592



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Constitution

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Constitution

Australian Zionist Youth Council Incorporated
ABN 49 080 566 592
(Company)

1 Definitions and interpretation

1.1 Definitions

In this Constitution, unless expressly provided otherwise:

Annual General Meeting	has the meaning given to that term in clause 11.3.
Chairperson	means the person appointed or elected from time to time under clause 13.1(a)(ii) who shall be responsible chairing the Executive and management of the Company and serve as the executive officeholder of the Company.
Chanich/im	means the participants in the youth movements of each Member.
Company	means the company defined at the beginning of this Constitution.
Constitution	means this Constitution as supplemented, substituted or amended from time to time and includes any rules, regulations and by-laws of the Company for the time being in force.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Executive	means the persons who, together, comprise the executive body of the Company, established under clause 13.
Executive Meeting	has the meaning given to that term in clause 11.2.
Executive Member	means a person occupying one of the positions set out at clause 13.1.
Executive Officer	means the person appointed by contract to undertake the day to day affairs of the Company.
Extraordinary General Meeting	has the meaning given to that term in clause 11.4.
Federal Rosh/im	means: (a) the immediate past chairperson or president of a Member that operates as the federal governance body of a Movement; or

	(b) any other person nominated by a Member.
First Resolution	has the meaning given to that term in clause 7.3(a).
Jerusalem Program	means the ideological statement adopted in respect of Zionism by the World Zionist Organisation in 1951, as amended from time to time.
GST	has the meaning given to that term by Section 195-1 of the GST Act.
Madrich/im	means a leader or counsellor that organises and facilitates the activities of a Member.
Managerial Team	means the team responsible for undertaking the affairs of the Company which comprises of: <ul style="list-style-type: none"> (a) the Chairperson; (b) the Vice Chairperson; and (c) the Executive Officer.
Meeting	means: <ul style="list-style-type: none"> (a) the Annual General Meeting; (b) the Executive Meeting; (c) the Extraordinary General Meeting; (d) the Special General Meeting; or (e) any other meeting of the Company, including an adjourned meeting.
Member	means a Movement that is entered in the Register.
Membership	means the contractual rights of a person to membership of the Company.
Membership Year	means each period of 12 Months commencing on 1 January and ending on the next ensuing 31 December.
Month	means calendar month.
Movement	means a youth movement that: <ul style="list-style-type: none"> (a) defines itself as a Zionist youth movement which supports the State of Israel as a Jewish and democratic state; (b) educates each Chanich to fulfill the pioneering goals, as per the greatest traditions of Zionism and our heritage; (c) operates under a democratic mandate, which empowers each Chanich; (d) does not tolerate any bias or discrimination against any Chanich;

	<ul style="list-style-type: none"> (e) does not teach, explicitly or by suggestion, racism or intolerance of any kind; (f) adopts the policies for the protection of children of Australia, as recommended by the Company from time to time, and is committed to following those policies; (g) accepts the Jerusalem Program; and (h) maintains complete transparency with the Company in respect of its governance and administration.
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New South Wales Chairperson	means the person elected under clause 13.1(a)(v), to manage the affairs of the Company, as directed by the Executive, in New South Wales.
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New Zealand Chairperson	means the person appointed by the Executive to manage the affairs of the Company, as directed by the Executive, in New Zealand.
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Nominee	means, in respect of a Member, the natural person nominated in accordance with clause 4.4 who is authorised to exercise all the rights of that Member under this Constitution.
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Office	means the Company's registered office.
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Present	means, when used in relation to an attendee at a meeting, a person present in person or by proxy, attorney, or representative.
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Rosh/im	means the State Roshim and the Federal Roshim.
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Register	means the register of members of the Company.
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Secretary	means a person appointed from time to time pursuant to clause 19.1.
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Security Interest	means any mortgage, lien, charge (whether fixed or floating), bill of sale, caveat, pledge, claim, trust arrangement, preferential right, right of set-off, title retention or other form of encumbrance and includes any "security interest" within the meaning of section 12 of the <i>Personal Property Securities Act 2009</i> (Cth).
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Special Decision	means a resolution, decision, undertaking or endeavour of the Company that requires approval of 70% of Executive Members.
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State Executive	means the body comprising of the elected State Roshim with the duties set out in clause 15.
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State Rosh/im	means the senior leader of a Movement, operating in respect of a state, that is a Member.
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Subscription	means the due payable to the Company by the Members in respect of each Members' Membership.
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Vice Chairperson	means the person appointed or elected from time to time under clause 13.1(a)(iii), who shall be responsible for assisting the Chairperson with the management of the Company.
Victoria Chairperson	means the person elected under clause 13.1(a)(iv), to manage the affairs of the Company, as directed by the Executive, in Victoria.
Voting Ballot	means an anonymous ballot which provides the voting options in respect of a resolution.
Western Australia Chairperson	means the person appointed by the Executive to manage the affairs of the Company, as directed by the Executive, in Western Australia.
ZFA	means Zionist Federation of Australia, Inc.

1.2 Words and expressions

In this Constitution, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this Constitution;
- (e) a reference to this Constitution includes any schedules or annexures;
- (f) headings are for convenience and do not affect interpretation;
- (g) a reference to any document or agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (h) a reference to "\$", "A\$" or "dollar" is a reference to Australian currency;
- (i) a reference to a time is a reference to Australian Eastern Standard Time or Australian Eastern Daylight Time, whichever is appropriate;
- (j) a reference to a party includes its executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (k) a reference to writing includes any method of representing words, figures or symbols in a permanent and visible form;
- (l) words and expressions denoting natural persons include bodies corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;

- (m) a reference to any legislation or to any provision of any legislation includes:
 - (i) any modification or re-enactment of the legislation;
 - (ii) any legislative provision substituted for, and all legislation, statutory instruments and regulations issued under, the legislation or provision; and
 - (iii) where relevant, corresponding legislation in any Australian State or Territory;
- (n) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Constitution or any part of it;
- (o) the words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation; and
- (p) words or expressions defined in the Corporations Act but not in this Constitution have the same meaning in this Constitution.

1.3 Replaceable rules

To the extent permitted by law, the replaceable rules contained in the Corporations Act do not apply to the Company.

2 Objects

2.1 Principal objects

The principal objects of the Company are to:

- (a) facilitate collaboration, communication and partnerships between the Members;
- (b) facilitate the development of empowered, confident and proactive community leaders with strong Zionist Jewish identities;
- (c) coordinate, facilitate and manage seminars in Australia and Israel for the Members and their Madrichim and Chanichim;
- (d) assist with administering, coordinating and facilitating gap year programs of the Members in Israel;
- (e) promote the Members and Zionism within the Australasian Jewish community;
- (f) provide the Members and the wider Australasian Zionist community with resources, advice and logistical aid;
- (g) equip and oversee the Members' protection of the physical, emotional and mental well-being of the Chanichim.

2.2 Ancillary objects

For the purpose of achieving the principal objects set out in clause 2.1, the Company has and will continue to:

- (a) conduct public programs including education programs, social and community programs and research programs;
- (b) disseminate information relating to education and community programs and to produce, edit, publish, issue, sell, circulate and preserve such papers, periodicals, books, circulars and other literary matters as are conducive to these objects;
- (c) establish and maintain relationships and close communications with corporations, entities, associations, foundations, institutions, organisations and groups including Federal, State and Local Government instrumentalities, authorities and professionals that may have related interests to the Company and utilise their resources and facilities to provide and achieve the objects of the Company;
- (d) seek and co-ordinate funding from Federal, State and Local Government, the Australian Jewish community and Israeli institutions, charities and funding partners, and the private sector in the form of grants, gifts, donations and bequests committed to the objects of the Company;
- (e) encourage and promote and generally to create greater community awareness in the knowledge and understanding of the objects of the Company;
- (f) provide or attract funds for the facilitation of any of the objects of the Company;
- (g) do all such other things as are incidental or conducive to the attainment of the objects and aims of the Company and its Members.

The objects of the Company will be pursued principally in Australia.

2.3 Not for profit

The objects of the Company will not be carried on for the purpose of profit or gain to its Members and the income and property of the Company, from whatever sources derived, will be applied solely towards the promotion of the objects of the Company. No income or property of the Company will be paid or distributed, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the Members of the Company.

3 Powers of the Company

- 3.1 The Company has power to do all things necessary or convenient to be done for, or in connection with, the performance of its objects.
- 3.2 Without limiting the generality of clause 3.1, the Company has all the rights, powers and privileges and the legal capacity of a natural person including, but not limited to, the powers to:
 - (a) accept gifts, devises, bequests, donations or assignments made to the Company, whether unconditionally or subject to a condition and, if a gift, devise, bequest or

assignment is accepted by the Company subject to a condition, to act to comply with the condition, as the case may be;

- (b) make available (whether in writing or in any other form and whether by sale or otherwise) information relating to the Company and its functions;
- (c) to occupy, use and control any land or building owned or held under lease by any other person made available to the Company;
- (d) acquire, hold and dispose of real and personal property;
- (e) lease the whole or any part of any land or building for the purpose of the Company;
- (f) occupy, use and control any other land or building owned or held under lease by any other person and made available to the Company;
- (g) enter into contracts;
- (h) erect buildings;
- (i) employ managers and other staff to implement the objects of the Company and pay such fees, salaries, emoluments and expenses as the Executive considers reasonable to such persons;
- (j) purchase or take on hire, or to accept as a gift or on deposit or loan, and to dispose of or otherwise deal with furnishings, equipment and other goods;
- (k) do anything incidental to any of the Company's objects.

4 Membership and eligibility

4.1 Membership

- (a) Subject to this Constitution and the applicable laws, there must be at least one Member. The Executive may, from time to time, prescribe a maximum number of Members.
- (b) The Members will comprise the persons listed as members in Schedule 1, as amended by the Executive from time to time, in accordance with clause 4.2(h), following admission to Membership under clause 4.2.
- (c) Only a Movement will be eligible to be admitted as a Member and the Executive may, in its absolute discretion, require the applicant to provide such evidence as to the applicant's eligibility as the Executive considers necessary.

4.2 Admission to Membership

- (a) A person who is not a Member of the Company as at 19 August 2023, being the date of adoption of this Constitution will not be admitted to Membership unless:
 - (i) the person applies for Membership in accordance with clause 4.2(b); and

- (ii) the person's admission as a Member is approved by the Executive as a Special Decision.
- (b) Each application must:
 - (i) be in writing, in the form prescribed by the Executive, and signed by the applicant; and
 - (ii) be accompanied by:
 - (A) payment for the first year's Subscription to the Secretary at the Office; or
 - (B) a proposal for the payment of the Subscription which is reasonable in the applicant's circumstances and acceptable to the Company.
- (c) As soon as practicable after receipt of an application referred to in clause 4.2(b) or, a nomination or notice referred to in clause 4.4, the Secretary must refer the application, nomination or notice to the Executive.
- (d) On an application, nomination or notice being referred to the Executive, the Executive must determine, as a Special Decision of the Executive, whether to approve or to reject the application, nomination or notice. The determination of the applicant's application by the Executive may be undertaken by way of a meeting of the Executive. The determination of the application may be conditioned in any manner determined by the Executive, as set out in the Special Decision to approve the application for Membership.
- (e) If an application does not receive sufficient support to pass as a Special Decision of the Executive, the Executive must decline to accept an application for Membership or nomination or notice with respect to a Nominee.
- (f) If an application is approved as a Special Decision by the Executive, the Secretary must, as soon as practicable notify the applicant and its Nominee in writing that the applicant has been approved for Membership and that the Nominee has been approved as its authorised representative to exercise all the rights of the Member.
- (g) An applicant for Membership becomes a Member and is entitled to exercise the rights of Membership when the applicant's name is entered into the Register.
- (h) The Secretary must, within 28 days after approval of an application by Special Decision of the Executive and receipt of the amounts referred to in clause 4.3, enter the applicant's name and the Nominee's name in the Register.
- (i) If an application, nomination or notice has been rejected by the Executive, the Secretary must, as soon as practicable:
 - (i) notify the applicant in writing that the applicant's application or nomination or notice has been rejected; and
 - (ii) return to the applicant the first year's Subscription (if any) which accompanied the application.

4.3 Subscription

- (a) Each Member must pay to the Company a Subscription in each Membership Year. The Subscription payable shall be determined by the Executive, acting reasonably, having regard for the number of Chanichim and Madrichim that attend the winter or summer camp, as determined by the Executive, or equivalent programming of each Member.
- (b) If the first Membership Year applicable to the person seeking admission to Membership is comprised of less than 365 days, the first year's Subscription payable by that person is to be apportioned according to the number of days remaining in that Membership Year.
- (c) The Subscription is to be paid by each Member, in advance at the commencement of each financial year or at the time of and as a condition of admission, as applicable, by delivery to the Secretary, or to such other person or in such other manner as the Executive determines, from time to time.
- (d) For the avoidance of doubt, where a Movement is admitted to Membership under clause 4.2 (**New Member**), the Subscription payable by the New Member shall be the amount that the member would otherwise pay under this clause 4.3 multiplied by the proportion, expressed as a percentage, of the financial year remaining.

4.4 Nominee

- (a) A nomination by a Member which purports to nominate a Nominee must:
 - (i) be in writing;
 - (ii) be signed or executed by the body corporate or entity seeking Membership;
 - (iii) be delivered to the Secretary, or to such other person as the Executive determines, from time to time; and
 - (iv) accompany the application referred to in clause 4.2(b).
- (b) Subject to clause 4.2(c), the term of appointment of a Nominee shall be for a period of one year. Each Member must by 31 January of each year, nominate a Nominee, in accordance with clause 4.4(a). A Member must not nominate an employee, contractor or Israeli emissary as a Nominee.
- (c) A Nominee may be removed or replaced, at any time, by written notice to the Secretary, signed or executed by the body corporate or entity which nominated that Nominee.
- (d) If the body corporate or entity which nominated a Nominee gives notice to the Secretary that it wishes its Nominee to be removed or replaced (for whatever reason), the Secretary will, subject to approval of the Executive in accordance with clause 4.2(d) as soon as practicable, make the appropriate entries in the Register.
- (e) The Executive may, in its absolute discretion, reject the appointment of a Nominee by a Member, and require that Member to nominate a different

Nominee. The Executive is not required to provide reasons to the Member for the rejection of a Member's appointment of a Nominee.

- (f) Where a Nominee is away or unable to perform its duties, the Member may appoint, from time to time, by notice to the Secretary an alternate nominee (**Alternate Nominee**) for the period determined by the Member.

4.5 GST

- (a) All payments that are required to be made by a Member under this Constitution (including but not limited to Subscriptions) are exclusive of GST.
- (b) If any payment referred to in clause 4.5(a) is for, or is in connection with, a supply made by the Company under this Constitution on which the Company is liable to pay GST, then such payment will be increased by the prevailing rate of that GST and the Member will pay that increased amount to the Company at the same time and in the same manner as all other payments required to be made.
- (c) The Company must issue to the Member a tax invoice for the increased amount referred to in clause 4.5(b) within 14 days from the date that the increased amount is required to be paid by the Member.

5 Register of member

5.1 Information in Register

The Secretary must keep and maintain a Register containing:

- (a) the name and address of each Member;
- (b) if relevant, the name of the Nominee;
- (c) the date on which each Member's name was entered in the register; and
- (d) any other information which the Executive considers necessary.

5.2 Inspection and copies

- (a) The Register will be made available for inspection, free of charge, to any Member on request.
- (b) A Member may make a copy of entries in the Register.

6 Default by members

- (a) If a Subscription is payable in any Membership Year and a Member fails to pay the Subscription, in whole or in part, in any Membership Year for more than 60 days after the due date, which in respect of each Member shall be determined by the Executive, for payment:

- (i) the Executive may, in its absolute discretion, elect to suspend all of the rights and privileges of that Member until the Subscription, or such part which is payable and remains outstanding, is paid; and
 - (ii) the Secretary will give notice to that Member requiring payment of the Subscription, or such part of the Subscription which is payable and remains outstanding.
- (b) If any Member fails to pay a Subscription in accordance with clause 4.3 and this clause 6, or any part which is payable and remains outstanding for more than 60 days after service of the notice to the Member in accordance with clause 6(a)(ii), the Executive may, following approval of a Special Decision, seek removal of that Member pursuant to clause 7.

7 Cessation of membership

7.1 Ceasing to be a Member

A person ceases to be Member of the Company if the person resigns as provided in clause 8(a).

7.2 Continuing liability

A Member who resigns continues to be liable for any Subscription and all arrears due and unpaid at the date of the Member's resignation and for all other amounts due by the Member to the Company.

7.3 Power to censure, suspend or expel

- (a) If any Member:
- (i) fails to comply with this Constitution;
 - (ii) fails to pay the Subscription within 60 days of the due date appointed by the Executive for that Member;
 - (iii) in the absolute discretion of the Executive, no longer satisfies the definition of a Movement; or
 - (iv) is guilty of any conduct which, in the reasonable opinion of the Executive, is unbecoming of a Member or prejudicial to the interests of the Company or its Members or inconsistent or antithetical to the objects of the Company as set out in clause 2.1,

the Executive may, subject to clause 7.3(b), by Special Decision of the Executive and with the written approval of the President of the ZFA (the **First Resolution**) censure, suspend or expel that Member.

- (b) A First Resolution under clause 7.3(a):
- (i) does not take effect unless the Executive, at a meeting held not earlier than 14 days and not later than 21 days after the service on the Member

- of a notice in accordance with clause 7.3(c), confirms the First Resolution in accordance with that clause; and
- (ii) if the Member exercises a right of appeal to the Company, does not take effect unless the Members confirm the First Resolution in accordance with clause 7.3(h).
- (c) Where the Executive pass a First Resolution in accordance with clause 7.3(a), the Secretary must, as soon as practicable, serve on the Member, a notice in writing:
- (i) setting out the First Resolution and the grounds on which it is based;
 - (ii) stating that the Member may address the Executive at a meeting to be held not earlier than 14 days and not later than 21 days after service of the notice;
 - (iii) stating the date, place and time of that meeting;
 - (iv) informing the Member that he may:
 - (A) attend the meeting; or
 - (B) give to the Executive, before the date of the meeting, a written statement seeking revocation of the First Resolution.
- (d) At a meeting of the Executive held in accordance with clause 7.3(c), the Executive must:
- (i) give the Member, or the Member's representative, an opportunity to be heard; and
 - (ii) give due consideration to any written statement submitted by, or on behalf of, the Member; and
 - (iii) by resolution, determine whether to confirm or to revoke the resolution.
- (e) If the Executive confirms the First Resolution, the Secretary must notify the Member of the confirmation and the Member may, not later than 48 hours after the date of the meeting of the Executive held in accordance with clause 7.3(c), lodge with the Secretary a notice to the effect that he wishes to appeal to the Company in general meeting against the First Resolution.
- (f) If the Secretary receives a notice under clause 7.3(e), the Secretary must notify the Executive and the Executive must call a general meeting of Members within 21 days after the date on which the Secretary received the notice and the general meeting must be held not later than two calendar months after the Secretary received the notice.
- (g) At a general meeting of the Members called in accordance with clause 7.3(f):
- (i) no business other than the question of the appeal shall be transacted;
 - (ii) the Executive may place before the meeting details of the grounds for the First Resolution and the reasons for the passing of the First Resolution;

- (iii) the Member, or the Member's representative, must be given an opportunity to be heard; and
 - (iv) the Members Present must vote by secret ballot on the question whether the First Resolution should be confirmed or revoked.
- (h) If at the general meeting:
- (i) a majority of the Members Present and voting, vote in favour of the confirmation of the First Resolution, the First Resolution will stand confirmed; and
 - (ii) in any other case, the First Resolution will be revoked.
- (i) No Member is entitled to vote at any general meeting called in accordance with clause 7.3(f) unless all amounts then due and payable to the Company by that Member have been paid.
- (j) If the First Resolution is confirmed by Members, the Member concerned will, in the case of suspension, immediately cease to be entitled to exercise any rights or privileges as a Member for the duration of such suspension and, in the case of a resolution to expel the Member concerned, that Member will be immediately expelled.

8 Resignation of member

- (a) A Member who has paid all amounts due and payable to the Company may resign from the Company by first giving one month's notice in writing to the Secretary of the Member's intention to resign as a Member.
- (b) On expiry of notice under clause 8(a), the Secretary will:
- (i) repay to the Member the proportion of the Subscription received by the Company referable to the unexpired term of the Membership Year; and
 - (ii) make an entry in the Register recording the date on which the Member ceased to be a Member.
- (c) If the Company receives notice of resignation of a Member under clause 8(a), the Member must agree to, within 28 days after of issuing the notice under clause 8(a), meet with the Executive (and if requested by the Company, all other Members) at the Office to:
- (i) discuss and negotiate, in good faith, remaining a Member; and
 - (ii) provide the Company with the opportunity to address the reason for the proposed resignation of the Member.
- (d) The resignation of a Member that issues notice to the Company under clause 8(a) shall take effect only after the Member has undertaken all reasonable steps to engage with the Company under clause 8(c).

9 Child Protection

- (a) In respect of matters pertaining to the protection of the physical, emotional and mental well-being of the Chanichim (**Child Protection**), each Member must:
 - (i) comply with all reasonable directions of the Company; and
 - (ii) approve, adopt and comply with all reasonable policies, procedures and guidelines proposed for adoption by the Company.
- (b) Each Member must comply with all laws pertaining to Child Protection, at all times.

10 Ritual Observance

- (a) The Company must ensure that when it undertakes any activity or event which involves food that the food and all dishes, cookware and cutlery are certified as kosher.
- (b) Where the Company undertakes activities over the Sabbath or Jewish festivals, the Company shall undertake its best efforts to create an environment conducive to the observance of the Sabbath or Jewish festivals in accordance with all Members' level of Jewish observance.
- (c) Each person, Madrich or Chanich that attends an activity of the Company that wishes to pray, must be provided sufficient facilities and time to pray three times a day.

11 General meetings

11.1 Special General Meeting

The Chairperson must call and convene a special general meeting, in accordance with clauses 11.5 and 11.6 each year to hold the elections of the Executive and the State Executive in accordance with clause 13.2(a) (**Special General Meeting**).

11.2 Executive Meeting

- (a) The Executive Members shall meet each year on not less than six occasions (**Executive Meeting**).
- (b) The Executive Meeting shall be held at the times and in the forum determined by the Chairperson, acting reasonably.
- (c) The agenda for the Executive Meeting shall be set by the Managerial Team, acting reasonably.
- (d) Subject to each Executive Member agreeing otherwise, notice of the Executive Meeting must be issued to each Executive Member in accordance with clause 11.5 and 11.6.

- (e) The Executive Members may pass a resolution without holding a meeting of the Executive if all the Executive Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Executive Members if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Executive Member signs.

11.3 Annual General Meeting

- (a) Unless otherwise required by law, the Company must hold an annual general meeting annually at the date appointed by the Executive. The annual general meeting shall be attended by the Members who shall be entitled to:
 - (i) receive notice of the annual general meeting;
 - (ii) speak at the annual general meeting; and
 - (iii) vote at the annual general meeting,

(Annual General Meeting).
- (b) The business of the Annual General Meeting:
 - (i) must include the consideration of the financial reports of the Company;
 - (ii) may include the tabling of resolutions to be adopted by the Company; and
 - (iii) may include such other business as may be properly transacted, presented and debated at the Annual General Meeting.
- (c) Each Member shall be entitled to table a resolution, in respect of the affairs of the Company, the Movements and the Members. All resolutions must be tabled to the Executive in writing no later than three days before the date of the Annual General Meeting. Where a Member has tabled a resolution to the Executive in accordance with this clause 11.3(c), the Member may amend that resolution during the Annual General Meeting. The Executive must distribute a list of all resolutions to each Member two days before the Annual General Meeting.
- (d) Notice of the Annual General Meeting must be issued to each Member in accordance with clause 11.5 and 11.6.
- (e) The Executive may, acting reasonably, invite any other person to the Annual General Meeting.

11.4 Extraordinary General Meeting

- (a) All meetings other than the Annual General Meeting and Executive Meeting may be held as an extraordinary general meeting (**Extraordinary General Meeting**). An Extraordinary General Meeting may comprise, at the discretion of the Chairperson of the following persons:
 - (i) the Executive;
 - (ii) the Members; or

- (iii) any combination of the persons listed in paragraphs 11.4(a)(i) to 11.3(b)(iii).
- (b) The Executive may call an Extraordinary General Meeting at any time.
- (c) If not less than 50% of the Members call a general meeting of the Company by issuing notice in writing to the Chairperson, the Company must within 7 days of receiving such notice call an Extraordinary General Meeting of the Company to be held within 21 days.

11.5 Notice

Subject to the applicable laws allowing Meetings to be held on shorter notice, at least 21 days written notice of a Meeting must be given to:

- (a) each Executive Member;
- (b) each Member;
- (c) the Roshim; or
- (d) any other person required by law or in respect of the conduct of the Meeting.

No other person is entitled to receive notice of a Meeting.

11.6 Content of notice

A notice of a general meeting must:

- (a) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
- (b) state the general nature of the Meeting's business by way of a formal agenda; and
- (c) contain a statement specifying that:
 - (i) the Member has a right to appoint a proxy;
 - (ii) the proxy does not need to be a Member; and
 - (iii) a Member entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise.

11.7 Proxies

- (a) A person entitled to attend and vote at Meeting may appoint a proxy to attend and vote for the Member at the meeting.
- (b) Subject to this Constitution and the proxy's terms of appointment, a proxy has the same rights as the appointing person to speak at a Meeting, to vote and to join in and demand a poll.

- (c) A proxy, attorney or representative may, but need not be, a Member, Executive Member, but must be a Madrich or Past Madrich.
- (d) The appointment of a proxy is only effective Company receives the instrument effecting the appointment at least 48 hours before the time for holding the Meeting.
- (e) The appointment of a proxy may be revoked at any time.

11.8 Failure to give notice

The failure or accidental omission to send notice of a general meeting to, or the non-receipt of a notice by, any person entitled to notice does not invalidate the proceedings or any resolution passed at the meeting.

11.9 Postponement or cancellation or change of general meeting

The Executive may at any time prior to the time at which a general meeting is to be held, postpone or cancel any general meeting or change the place of any general meeting. Any such postponement, cancellation or change must be communicated to each Member of the Company and each other person to whom notice was given, in any manner permitted under clause 24.

12 Proceedings at meetings

12.1 Meetings of the Company

The procedures set out in this clause 12 shall apply to the Meetings.

12.2 Quorum

No business may be transacted at a Meeting unless a quorum is Present at the time when the meeting proceeds to business. A quorum consists of 3 Executive Members and Members, as applicable, entitled to vote at the Meeting.

12.3 Determining quorum

Each individual present at a general meeting may only be counted once toward a quorum.

12.4 Quorum not present

If a quorum is not present within 15 minutes after the time appointed for a general meeting:

- (a) if the meeting was convened at the request of Members or Roshim, it is automatically dissolved; and
- (b) in any other case:
 - (i) it will stand adjourned to the same time and place on the fifth business day after the meeting; and

- (ii) if a quorum is not present within 15 minutes from the time appointed for the adjourned meeting, the Members Present (being not less than two) will comprise a quorum.

12.5 Chairing meetings

The Chairperson (or, in the Chairperson's absence, the Vice Chairperson) will chair every Meeting. If:

- (a) there is no Chairperson or Vice Chairperson;
- (b) neither the Chairperson nor the Vice Chairperson is present within 15 minutes after the time appointed for holding the meeting; or
- (c) both the Chairperson and the Vice Chairperson are unwilling to act as chair of the meeting,

the persons Present and entitled to vote will elect a Member (and the Members' Nominee) or Executive Member to chair the meeting.

12.6 Function of chairperson

The Chairperson of a general meeting is responsible for the general conduct and procedures to be adopted at the meeting.

12.7 Adjournment by chairperson

The Chairperson of a Meeting at which a quorum is present:

- (a) may, with the consent of the meeting; and
- (b) must, if directed by resolution of the meeting,

adjourn the Meeting to another time and place.

12.8 Adjourned meeting

The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting. Notice of the adjourned meeting must be given if the meeting is adjourned for more than 14 days.

12.9 Voting

Unless a vote by a Voting Ballot is agreed upon by the Executive, a resolution put to a vote at a Meeting must be decided by a show of hands.

12.10 Majority vote

A resolution tabled at a Meeting, unless specified otherwise in this Constitution, shall be passed by a majority of the votes cast by those entitled to vote on the resolution.

12.11 Equal number of votes

If an equal number of votes is cast for and against a resolution:

- (a) the Chairperson does not have a casting vote in addition to the Chairperson's vote as a Member, proxy, attorney or representative; and
- (b) the resolution is not passed.

12.12 Use of technology

A Meeting may be held using any audio, audio-visual or other technology:

- (a) that enables the participants to simultaneously hear each other and participate in discussion; or
- (b) to which all Executive Members have consented.

A minute certified by the chairperson of such a meeting will be conclusive evidence of the proceedings at that meeting and the observance of all necessary formalities.

12.13 Acknowledgement of Country

At the commencement of every Annual General Meeting, Extraordinary General Meeting or Special General Meeting, the Chairperson shall acknowledge the Indigenous Traditional Owners of the relevant land in an appropriate manner.

13 Company Executive

13.1 Company Executive

- (a) The Company Executive shall comprise of the Executive Members, as follows:
 - (i) each Federal Rosh, or in the event that a Federal Rosh is not willing and able to be on the Committee, a person nominated by the Movement that the Federal Rosh acted for;
 - (ii) the Chairperson, elected in accordance with clause 13.2(a);
 - (iii) the Vice Chairperson, elected in accordance with clause 13.2(a);
 - (iv) the Victoria Chairperson, elected in accordance with clause 13.2(a),
 - (v) the New South Wales Chairperson, elected in accordance with clause 13.2(a);
 - (vi) if a relevant person nominates their candidacy:
 - (A) a representative of the Members domiciled in Western Australia;
 - (B) a representative of the Jewish Adelaide Zionist Youth, nominated to the Executive by the Jewish Adelaide Zionist Youth at each Annual General Meeting; and

- (C) a representative of the Canberra Zionist Youth Movement, nominated to the Executive by the Canberra Zionist Youth Movement at each Annual General Meeting.
- (b) An Executive Member may only hold office as an Executive Member if that Executive Member was nominated for a position on the Executive by a Member. If, during the term of office of an Executive Member, the Executive Member's nomination is revoked or the Executive Member no longer wishes to be an Executive Member, the Member that the Executive Member was affiliated with immediately prior to the Executive Member's term must nominate an alternate Executive Member to hold office.

13.2 Appointment of Executive Members and State Executive

- (a) Each year, the Chairperson must, no earlier than 1 September and no later than 1 December, issue in accordance with clauses 11.5 and 11.6 notice of a Special General Meeting to hold elections, in accordance with clause 13.4, for the appointment of the following persons who shall assume office as Executive Members:
 - (i) the Chairperson;
 - (ii) the Vice Chairperson;
 - (iii) the Victoria Chairperson;
 - (iv) the New South Wales Chairperson;
 - (v) the New Zealand Chairperson; and
 - (vi) if applicable, the Western Australia Chairperson.
- (b) Subject to clause 13.4(f), each Executive office listed in clause 13.1(a)(i) must be occupied by a Federal Rosh.
- (c) Each Federal Rosh shall be entitled to one vote at the election for the Executive at the Special General Meeting.

13.3 Appointment of Executive Members and State Executive

- (a) Each year, the Chairperson must, no earlier than 1 September and no later than 1 December, issue in accordance with clauses 11.5 and 11.6 notice of a Special General Meeting of the State Roshim to hold elections for the appointment of the State Roshim to the State Executive in accordance with clause 13.4.
- (b) The State Executive shall comprise of a State Rosh, elected in accordance with clause 13.4, of each state in which the Company operates.

13.4 Election Protocols

The election of the members of the Executive and State Executive, as applicable, shall take place in the following manner:

- (a) any person wishing to serve to hold one of the offices on the Executive referred to in clause 13.1 must be nominated in writing (**Nominating Member**);
- (b) the written nomination, signed by the nominee, the nominee's proposer and by the Nominating Member, must be lodged with the Secretary at least 14 days before the Annual General Meeting at which the election is to take place;
- (c) a list of the candidates names, in alphabetical order with the proposer's name and name of the Nominating Member, will be distributed to each Member at least seven days before the Annual General Meeting at which the election is to take place;
- (d) if the number of candidates standing for election exceed the number of vacancies, balloting lists will be prepared containing the names of the candidates in alphabetical order and each Rosh (excluding the candidates) at the Annual General Meeting will be entitled to vote for any number of candidates not exceeding the number of vacancies to be filled; and
- (e) at the general meeting, the process of each candidate election shall be as follows;
 - (i) first, each candidate shall be entitled to present their candidacy to the general meeting and the general meeting may pose questions or discuss the candidate's candidacy with the general meeting;
 - (ii) second, the candidate shall vacate the general meeting to allow the general meeting to discuss the candidate's candidacy;
 - (iii) third, one person, who must be either a Madrich or former Madrich, shall be called upon by the chairperson to speak to the candidacy of the candidate;
 - (iv) fourth, the general meeting may pose any final questions to the candidate; and
 - (v) fifth, following each candidate undertaking the process set out in paragraphs (i) to (v), the chairperson shall provide a Voting Ballot to each Federal Rosh in respect of each candidate's candidacy.
- (f) If there is not be a sufficient number of candidates nominated for the Executive or the State Executive, or in the case of the State Executive no State Rosh for a particular jurisdiction nominates themselves for the State Executive, the Executive, as a whole, may fill the remaining vacancy or vacancies as they think fit.

13.5 Term of office

Each Executive Member shall hold office for a period of one year.

13.6 Cessation of appointment

A person automatically ceases to be an Executive Member if:

- (a) the person becomes bankrupt or enters into or becomes subject to any arrangement or composition with creditors;

- (b) the person becomes mentally incapable or a person whose estate or property is liable to be dealt with in any way under any law relating to mental health;
- (c) the person resigns by notice in writing to the Company;
- (d) in respect of the members of the Executive listed in clause 13.1, the body that appointed those members of the Executive cease to be a Member;
- (e) the person is removed from office under clause 13.2; or
- (f) the term for which the person was appointed or elected expires.

14 Management of the Company and powers and duties of Executive

14.1 Management of the Company

The business of the Company will be managed by the Managerial Team, acting on the directions of the Executive.

14.2 Specific powers

Without limiting the generality of clause 14.1, the Executive may exercise all the powers of the Company, and delegate power and/or authority to the Managerial Team, to, in the name of the Company:

- (a) borrow money or meet or incur any liability or obligation;
- (b) grant Security Interests in relation to any of the Company's property or business to secure any debt, liability or obligation of the Company or any other person;
- (c) guarantee, indemnify or otherwise become liable for the payment of money or the performance of any obligation by or of any other person,

subject to the Executive receiving the consent of the President of the ZFA.

14.3 Voting if Executive Member has an interest

- (a) Each Executive Member must disclose an interest arising out of any matter put to a vote of the Executive, whether that interest arises in the Executive Member's personal capacity or the Executive Member's affiliation or past affiliation with a Member.
- (b) If the interest disclosed under clause 14.3(a) arose in the Executive Member's personal capacity, the Member which appointed the Executive Member may nominate an alternate person to vote on the matter to which the Executive Member's interest relates.
- (c) If the interest disclosed under clause 14.3(a) arose out of the Executive Member's affiliation or past affiliation with a Member, the Executive Member must not vote on that matter and the relevant Member cannot appoint or nominate an alternate person to vote on that matter.

14.4 Obligation of secrecy

Every Executive Member and other agent or officer of the Company must:

- (a) keep the transactions and affairs of the Company confidential, except:
 - (i) to the extent necessary to enable the person to perform his or her duties to the Company;
 - (ii) as required by the Executive or the Company in general meeting; and
 - (iii) as required by law; and
- (b) if requested by the Executive, sign a confidentiality undertaking consistent with this clause 14.4.

14.5 Executive Officer

The Executive Officer shall be appointed by the Chairperson, Vice Chairperson and President of the ZFA on such terms and conditions as they determine in order to carry out the Company's business on a professional basis.

15 State Executive

- (a) The role of the State Roshim who assume a position on the State Executive shall include, but is not limited to, managing the day to day affairs of the Company in each State Rosh's respective jurisdiction under the direction of the Executive and Managerial Team.
- (b) The Managerial Team and Executive may delegate matters to the State Representatives in their absolute discretion.

16 Remuneration of Managerial Team

16.1 Nominal consideration

The Executive Members who comprise the Managerial Team (excluding those who are salaried employees) will be entitled only to nominal consideration for carrying out the Company's business, as determined by the Executive, in its absolute discretion.

16.2 Expenses

The Company will pay Executive Members all reasonable travelling and other expenses properly incurred:

- (a) in attending meetings of the Company; and
- (b) in connection with the Company's business.

16.3 Executive approval

All payments to Executive Members under clause 16.2 must be approved by the Managerial Team.

17 Delegation of Executive's powers

17.1 Power to delegate

The Executive may delegate any of its powers to:

- (a) a committee of the Executive;
- (b) an Executive Member;
- (c) the Managerial Team;
- (d) the Advisory Board;
- (e) an employee or adviser of the Company; or
- (f) an attorney.

17.2 Terms of delegation

A delegation of powers under clause 17.1 may be made:

- (a) for a specified period or without specifying a period; and
- (b) on the terms (including the power to delegate further) and subject to any restrictions that the Executive determines.

A document of delegation may contain provisions for the protection and convenience of those who deal with the delegate that the Executive thinks appropriate.

17.3 Delegate to comply with directions

A delegate under clause 17.1 must exercise its powers subject to any direction from the Executive.

17.4 Executive may revoke delegation

The Executive may revoke a delegation of its powers at any time.

18 Advisory Board

18.1 Advisory Board

- (a) The Executive may establish one or more Advisory Boards comprising of:

- (i) the chairperson of the Advisory Board;
 - (ii) a safeguarding officer, who shall advise the Company regarding Child Protection; and
 - (iii) up to three other persons,
- each appointed by the Executive in consultation with the ZFA (**Advisory Board**).
- (b) The Advisory Board will act in an advisory capacity only and in the exercise of the powers delegated in accordance with this clause 18, conform to any direction from the Executive. The role of the Advisory Board shall include:
 - (i) guiding the Company in a manner that is consistent with Company's objectives;
 - (ii) assisting in the selection and advising on the review and dismissal of the Executive Officer;
 - (iii) ensuring that the Company is in a financially robust position;
 - (iv) promoting the brand of the Company;
 - (v) providing consistency and continuity in overseeing youth movement processes and education; and
 - (vi) assisting with all matters pertaining to Child Protection.
 - (c) The Executive may by written notice remove a person from the Advisory Board at any time.
 - (d) No Executive Member or Madrich may act as a member of the Advisory Board.

18.2 Proceedings of the Advisory Board

Subject to the terms of the Advisory Board Charter, power is delegated to the Advisory Board to:

- (a) determine the rules that regulate its meetings and proceedings; and
- (b) in the absence of such a determination, the rules will be the same as those that govern Executive meetings in this Constitution, so far as they are applicable,

18.3 Governance of Advisory Board

The Executive may:

- (a) change any of the powers, duties and functions of the Advisory Board; or
 - (b) dissolve the Advisory Board,
- in its absolute discretion, at any time.

18.4 Attendance at Meetings

Each Advisory Board member shall receive notice of, attend and participate in a Meeting where a recommendation or advice of the Advisory Board is tabled, discussed or otherwise presented.

18.5 Responsibility and liability

No Advisory Board member:

- (a) shall assume any responsibility for the decisions, conduct, actions or affairs of the Company;
- (b) shall be held liable for any matter, obligation, liability, loss or claim, howsoever arising, in respect of the Company; or
- (c) be entitled to represent, bind or act on behalf of the Company in any capacity,

and the Company shall indemnify each Advisory Board member for any costs, expenses, liabilities or obligations arising from any claim or demand made against them as a consequence of) their role as a member of the Advisory Board from time to time.

19 Secretary

19.1 Appointment

In the absence of an alternative appointment by the Executive, the Vice Chairperson shall be appointed as the Secretary for the duration of the vice chairperson's term as an Executive Member.

19.2 Terms

The appointment of a Secretary will be on the terms that the Executive determines.

20 Minutes

20.1 Executive must keep minutes

In respect of all Meetings, minutes must record:

- (a) the proceedings of the Meeting;
- (b) the names of persons present at the Meeting;
- (c) any resolutions passed by the persons at the Meeting; and
- (d) any other matters that transpired at the Meeting which must be recorded by law.

20.2 Minutes must be signed

Minutes of a Meeting must be signed within a reasonable time after the meeting by:

- (a) the Chairperson or the chair of the Meeting; or
- (b) the Chairperson or the chair of the next meeting of the type of the first meeting.

20.3 Minutes as evidence

A minute recorded and signed is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proven.

20.4 Access to minutes

The Company must ensure that the minute books for the Annual General Meeting and for resolutions passed by without meetings are open for inspection by Members free of charge.

21 Amendments

Other than an amendment made by the Secretary in accordance with clause 4.1(b), from time to time, this document may not be amended or varied unless agreed by at least two-thirds of attendees at the Annual General Meeting or an Extraordinary General Meeting attended by the Members.

22 Accounts

22.1 Financial affairs of the Company

- (a) The Company must keep written annual financial records in accordance with all applicable laws and prepare any reports required by all applicable laws.
- (b) The written annual financial records of the Company must contemplate:
 - (i) all expenditure activities undertaken by the Company;
 - (ii) all receipts and documentation of all expenditure activities undertaken by the Company;
- (c) The Executive must prepare a budget prepared in consultation with the ZFA and approved by the Managerial Committee (**Budget**). The Budget shall be prepared having regard for the activities and goals of the Company. The Company shall not deviate from the Budget in a material manner without seeking written approval from each member of the Managerial Committee and the President of the ZFA.
- (d) All financial activities by the Company must be carried out in accordance with all relevant laws.

22.2 Payment for activities

All activities undertaken by the Company for the benefit of its Members shall only be open to Members that pay the participation fee determined in the absolute discretion of the Managerial Committee.

22.3 Inspection

A Member who is not an Executive Member does not have any right to inspect the Company's financial records except:

- (a) as authorised by the Executive on terms determined by the Executive; or
- (b) as required by law.

23 Audit

The Executive must appoint an auditor unless the Members at a general meeting have appointed an auditor or unless otherwise required or permitted by the applicable laws.

24 Notices

24.1 Method

A notice is properly given by the Company to a person if it is:

- (a) in writing signed on behalf of the Company (by original or printed signature); and
- (b) either:
 - (i) delivered personally;
 - (ii) sent by post to that person's registered address or an alternative address nominated by that person; or
 - (iii) sent electronically or by fax to an electronic address or fax number nominated by that person.

24.2 Receipt

A notice given in accordance with clause 24.1 is taken as having been given and received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post either:
 - (i) on the day on which the relevant postal service estimates delivery will occur; or

- (ii) on the first day of the period during which the relevant postal service estimates delivery will occur,

based on the most recent estimate published by the relevant postal service as at the date on which the Notice is sent.

- (c) if transmitted by e mail, on transmission; or
- (d) if transmitted by facsimile, at the time recorded on the transmission report indicating successful transmission of the entire notice,

but if the delivery or transmission is not on a business day or is after 5.00 pm (recipient's time) on a business day, the notice is taken to be received at 9.00 am (recipient's time) on the next business day.

24.3 Evidence of service

A certificate in writing signed by an Executive Member or Secretary that a notice was sent is conclusive evidence of service.

25 Winding up

25.1 Distribution of Company's assets

Upon the winding up or deregistration of the Company all surplus assets of the Company, after satisfaction of all debts and liabilities of the Company, must be paid, distributed or transferred to:

- (a) one or more organisations that undertake activities similar to the activities undertaken by the Company, and if there are no such organisations, to the ZFA; or
- (b) in accordance with the applicable laws.

25.2 No distribution of liabilities

The liquidator cannot require a Member to accept as part of the distribution of assets of the Company any assets in respect of which there is any liability.

26 Indemnity and insurance

26.1 Indemnity and insurance

Subject to and to the maximum extent permitted under the law, the Company:

- (a) indemnifies each of its officers; and
- (b) may enter into and pay premiums on a contract insuring any of its officers,

against any liability incurred by an officer in that capacity, including any legal costs incurred in defending an action for such a liability.

26.2 Survival of indemnity

The indemnity in clause 26.1 will continue notwithstanding that an officer ceases to be an officer of the Company.

26.3 Indemnity and insurance subject to law

For the avoidance of doubt:

- (a) the indemnity in clause 26.1 does not apply so as to indemnify an officer from any liability for which the Company is prohibited from indemnifying the officer by the applicable laws; and
- (b) the Company may not insure an officer against any liability for which the Company is prohibited from indemnifying the officer by the applicable laws.

Schedule 1 List of Members

No.	Member	Date of entry	Nominee	Address
1.	Bnei Akiva Australia		Tamara Lazarus	
2.	Habonim Dror Australia		Josh New	
3.	Hineni		Rebecca Herz	
4.	Betar		Ariel Berger	
5.	Hashomer Hatzair Australia		Raffy Blay	
6.	Nezter Australia		Avishai Conyer	
7.	HaTzofim Australia		Michael Manheim	
8.	JAZY		Mya	

9.	CATZ		Charlotte Freedman	
10.	Bnei Akiva New Zealand		Noa Grinberg	
11.	Habonim Dror New Zealand		Olivia	